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

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, June 03, 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. Employee Introductions
2. 8th Judicial District Attorney Annual Report

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.

3. May 6, 2024 Meeting Minutes
4. Water Service Agreement - Backbone Properties LLC., (208 Gateway Drive)
5. Water/Sewer Service Agreement - The Ridge Multi Family - Phase I
6. May 2024 List of Bills
7. April 2024 Financials and 1st Quarter 2024 Sales Tax Summary
8. Redstone Hills Water Purchase - Lot 54
9. Water Sewer Service Agreement - Thompson River Flex At 2534
10. Water Service Agreement - J-25 Land Holdings, LLC., (North Ridge - Right of Way Irrigation)
11. Second Amendment to the Subdivision Development and Improvement Agreement for Ledge Rock Center, Filing No. 3

TOWN MANAGER REPORT

12. Town Manager's Report

TOWN ATTORNEY REPORT

NEW BUSINESS

13. Resolution No. 2024-27: Awarding Construction Contract Agreement of the Police Department Expansion and Renovation Project to Mark young Construction, LLC; Awarding the Contract for Construction Observations Support Services to D2C Architects; Amending the 2024 Budget and Appropriating Funds for the Police Department Expansion and Renovation Project.
14. Contract Award for the 2024 Johnstown Asphalt Patching and Overlay Program
15. Aquatics Center Feasibility Study
16. Capital Projects Fund – $1.2 Million Re-Appropriation

PUBLIC HEARING

17. Public Hearing – New Hotel & Restaurant License Application for Sexy Sammies, LLC
18. Blue Sky Prairie Subdivision - Filing No. 1

    A. Public Hearing - Resolution 2024-25: Consideration of Final Subdivision Plat & Development Plan for Blue Sky Prairie Filing No. 1

    B. Water Sewer Service Agreement: Blue Sky Prairie Filing No.1

    C. Development Agreement: Blue Sky Prairie Filing No. 1
19. The Ridge at Johnstown Filing No. 4

    A. Public Hearing - Resolution 2024-26: Approving the Final Subdivision Plat for The Ridge at Johnstown Filing No. 4

    B. Development and Improvement Agreement: The Ridge at Johnstown Filing No. 4

    C. Water and Sewer Service Agreement: The Ridge at Johnstown Filing No. 4
20. Ordinance No. 2024-252, First Reading, Establishing Holding Agriculture (H-A) Zoning On The Property Known As The Larson Annexation

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

21. Informational Items

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.

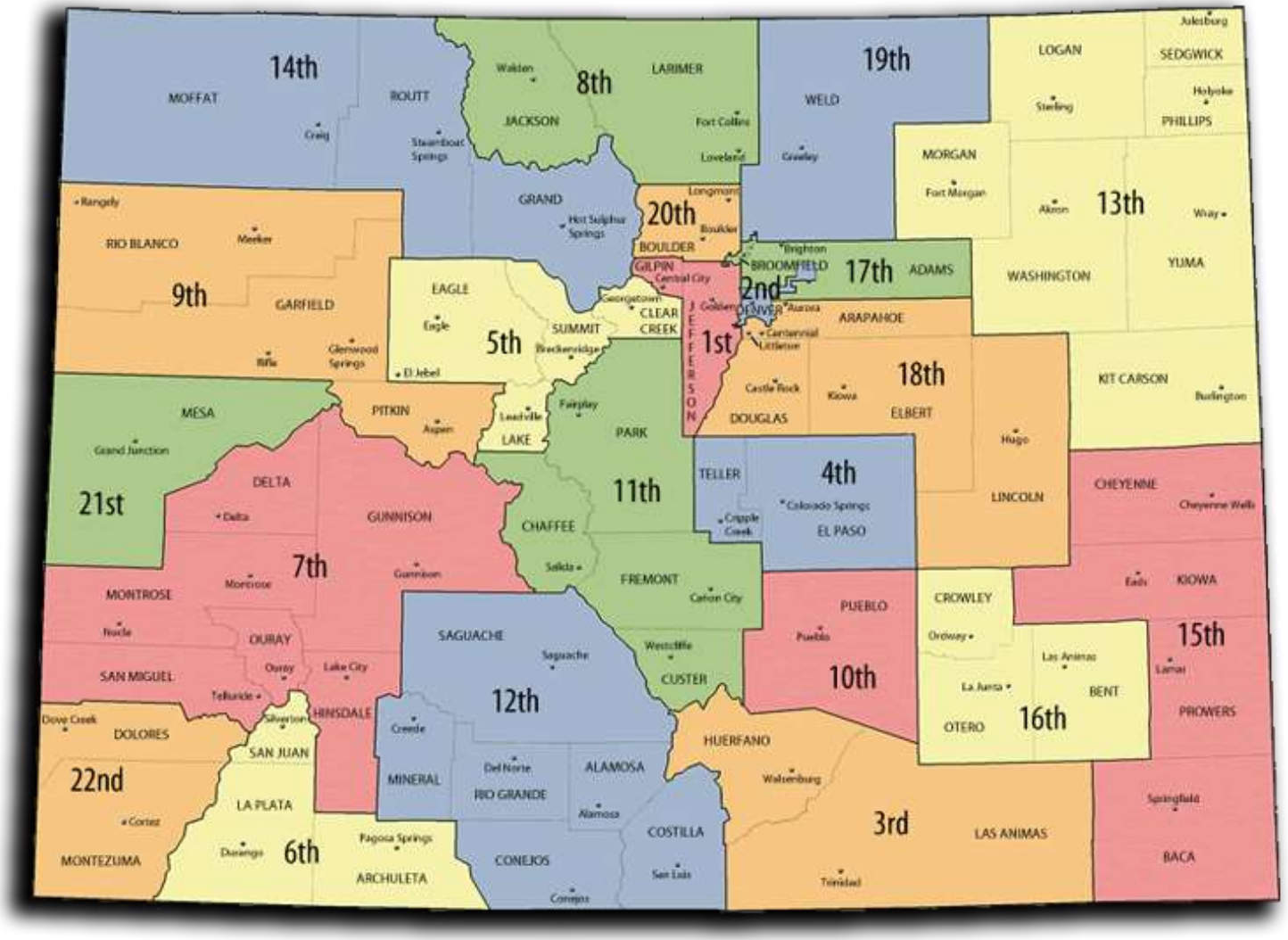
8th Judicial District Attorney

Annual Report

2024 Johnstown Town Board

Office of the District Attorney

Gordon P. McLaughlin, District Attorney
8th Judicial District
Serving Larimer and Jackson Counties



8th Judicial District
Larimer & Jackson Counties
(pop. ~370,000)

6th most populous JD

www.larimer.gov/da

@DA8Colorado
on Facebook & Twitter

VISION: To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

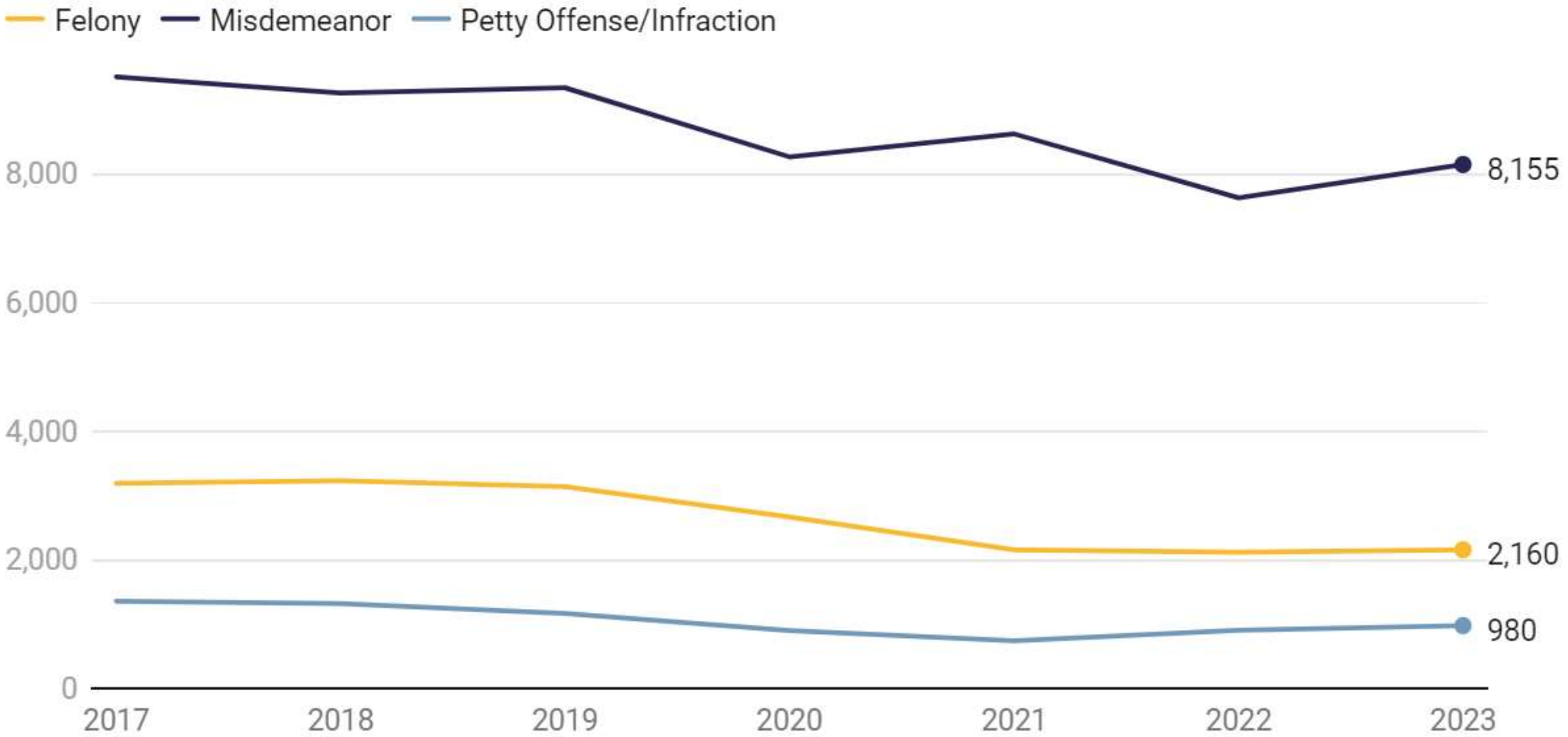
Mission

The District Attorney's office serves to seek justice and ensure the safety of our community in an equitable manner. Every day we work to thoughtfully prosecute crime, protect victims of crime, address systemic bias, rectify injustice, and provide transparency about our work. We are zealous advocates for the truth and fair practitioners of justice.

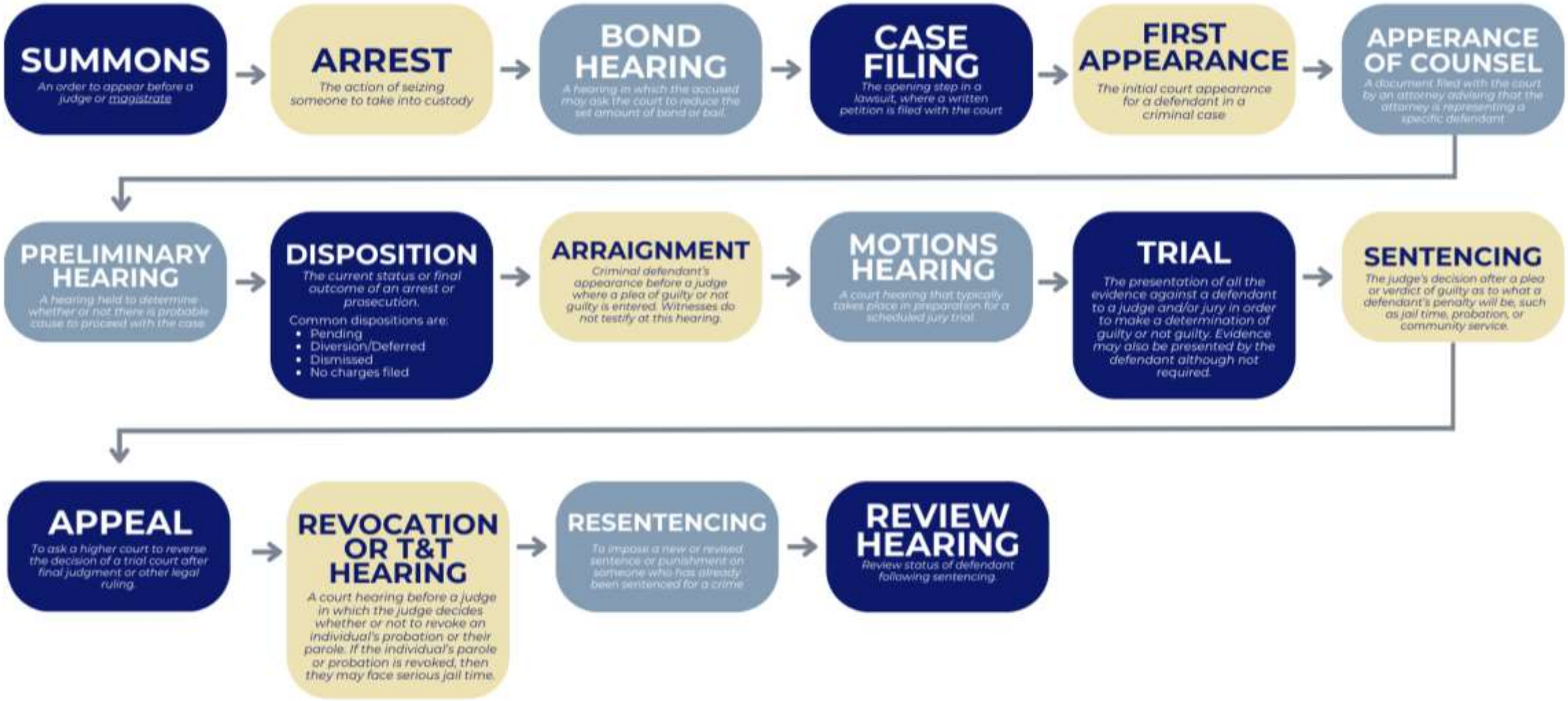
Vision

To protect and serve Larimer and Jackson counties, while creating a stronger community where the application of criminal justice is more equitable and no longer at odds with social justice.

Number of Cases Filed, by Year and Charge Level



Case Roadmap



Current Programs & Projects

Diversion

- Divert cases away from traditional CJ resolution – address root causes
- In 2023:
  - 452 Juveniles – 52% success rate
  - 182 Adults – 94% success rate

Fentanyl Causing Death

- New law started in July 2022
- Charged 7 distribution causing death cases since July 2023
- First conviction in the state

Community Engagement & Accountability

- www.larimer.gov/da
- @DA8Colorado (Twitter & FB)
- Community Presentations / Annual Report
- Citizens Academy

Problem Solving Courts

- Competency Docket - efficient treatment & services for those w/ MH needs
  - Statewide/nationwide model
- Veterans Court – coming soon!

Collaborative Task Forces

- Economic Crime: Never Summer Yurts (107 victims & $24k in restation)
- Drug Crime: 78,323 dosage units of fentanyl seized in 2023
  - Grand Jury Indictments – 8.5lbs fentanyl, 32lbs meth, 45 firearms…

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Current Programs & Projects

Domestic Violence Team

- DDA, Investigator, & Advocate
  - High risk case assessment & earlier victim support
  - Investigation of DV firearm restrictions
- Victim Rights Week (April 25th Event)

Award Winners

- Judge Conrad Ball Award: Victim Witness Manager Kate Perrill
- Colorado District Attorney Prosecutor of the Year: Chief Deputy District Attorney Amanda Duhon
- Colorado Drug Investigators Assoc. Prosecutor of the Year: Complex Crimes Deputy DA Lynzi Mass

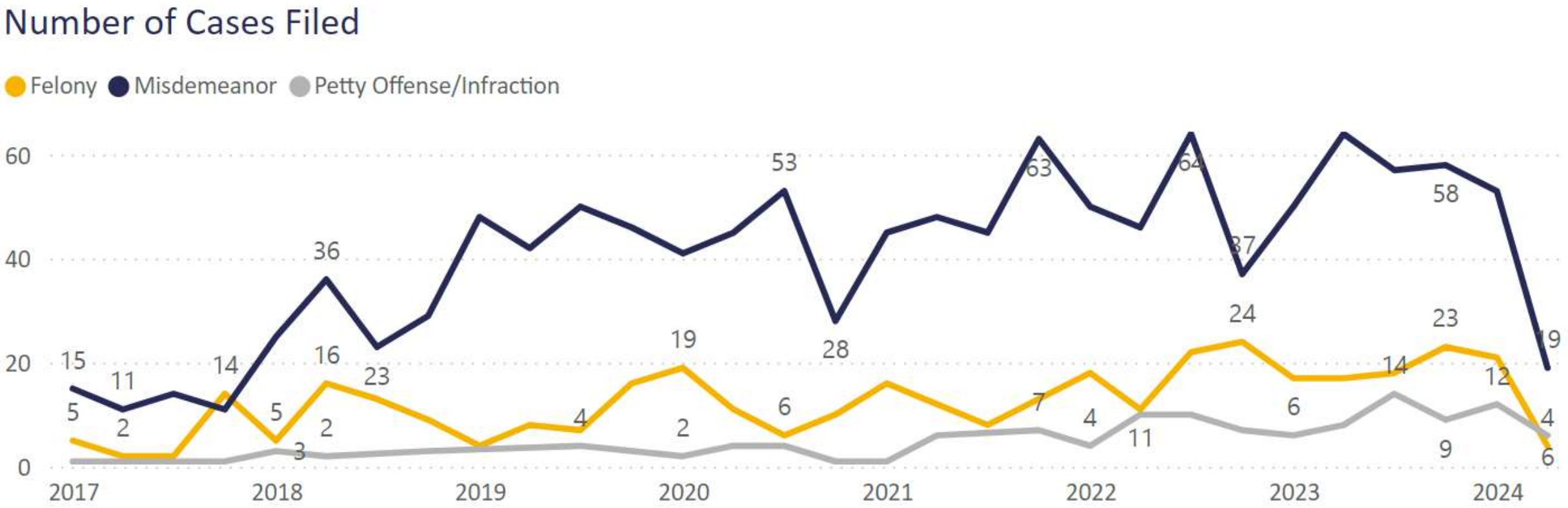
Warrant Clearance

- Resolve case (restitution, treatment, etc.)
- Accountability & resources
- Cleared 125 warrants in 2023
- Loveland Warrant Event 4/6 (72 warrants cleared)

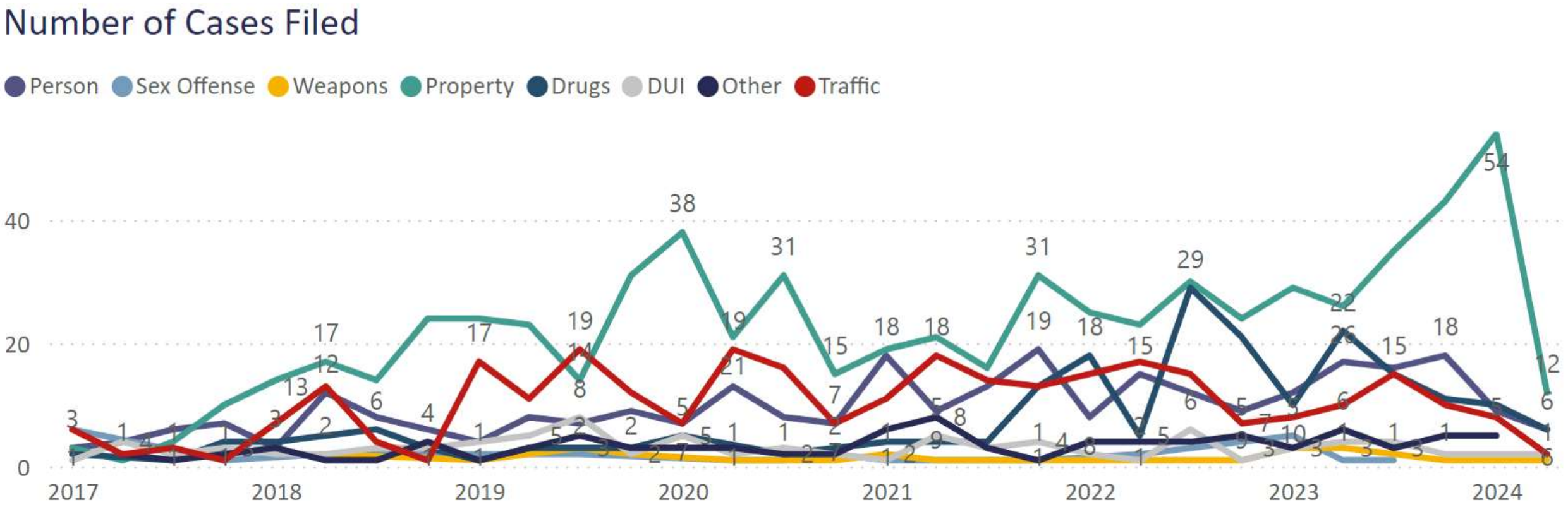
Legislation

- 2023:
  - Strengthening of Auto Theft Laws
  - Indecent Exposure Penalties
- 2024:
  - Fixes to Victim Services Funding
  - Social Media Accountability
  - Preventing Felons from Possessing Firearms

Number of Cases Filed (Johnstown PD)



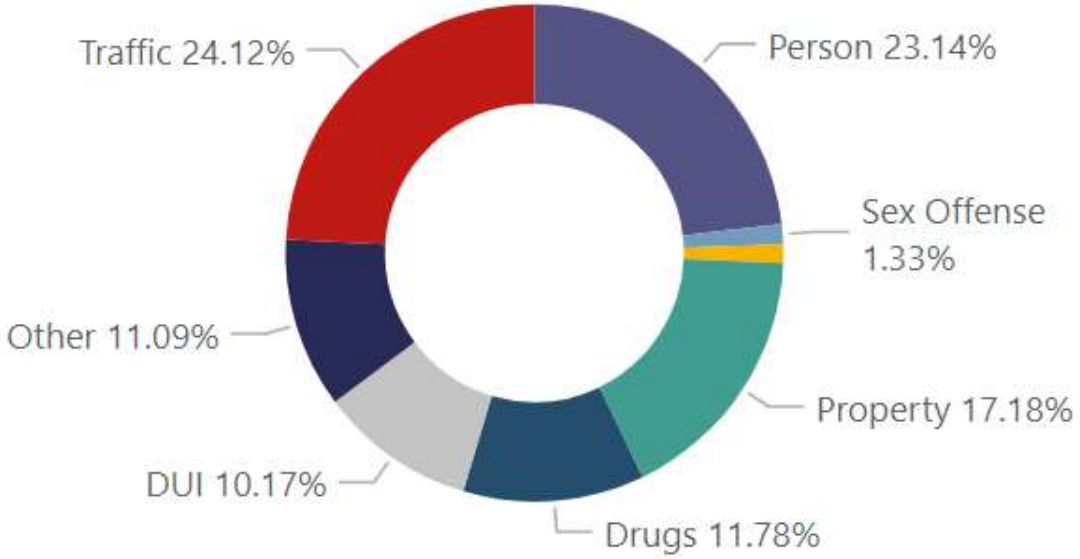
Johnstown PD Total Case Filings



Johnstown Case Filings by Type

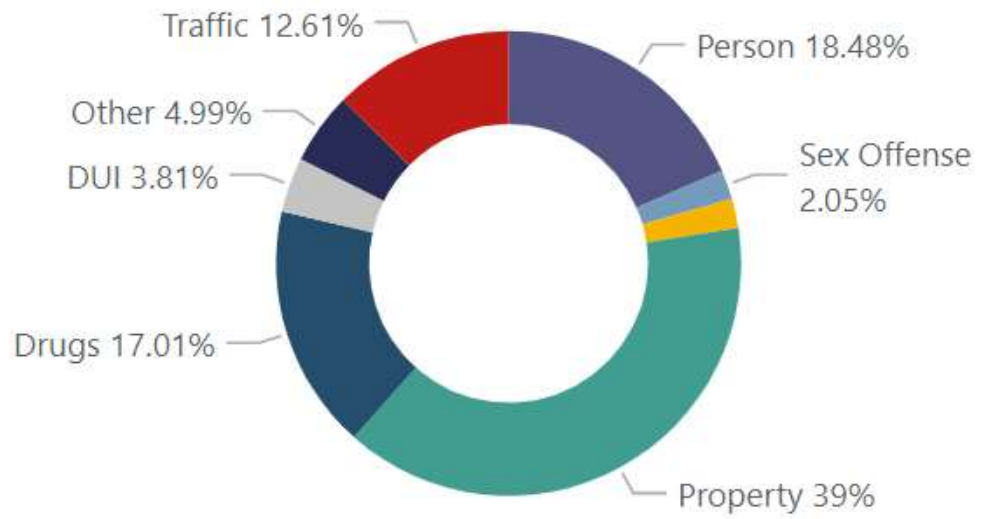
8th JD

Percent of Cases Filed

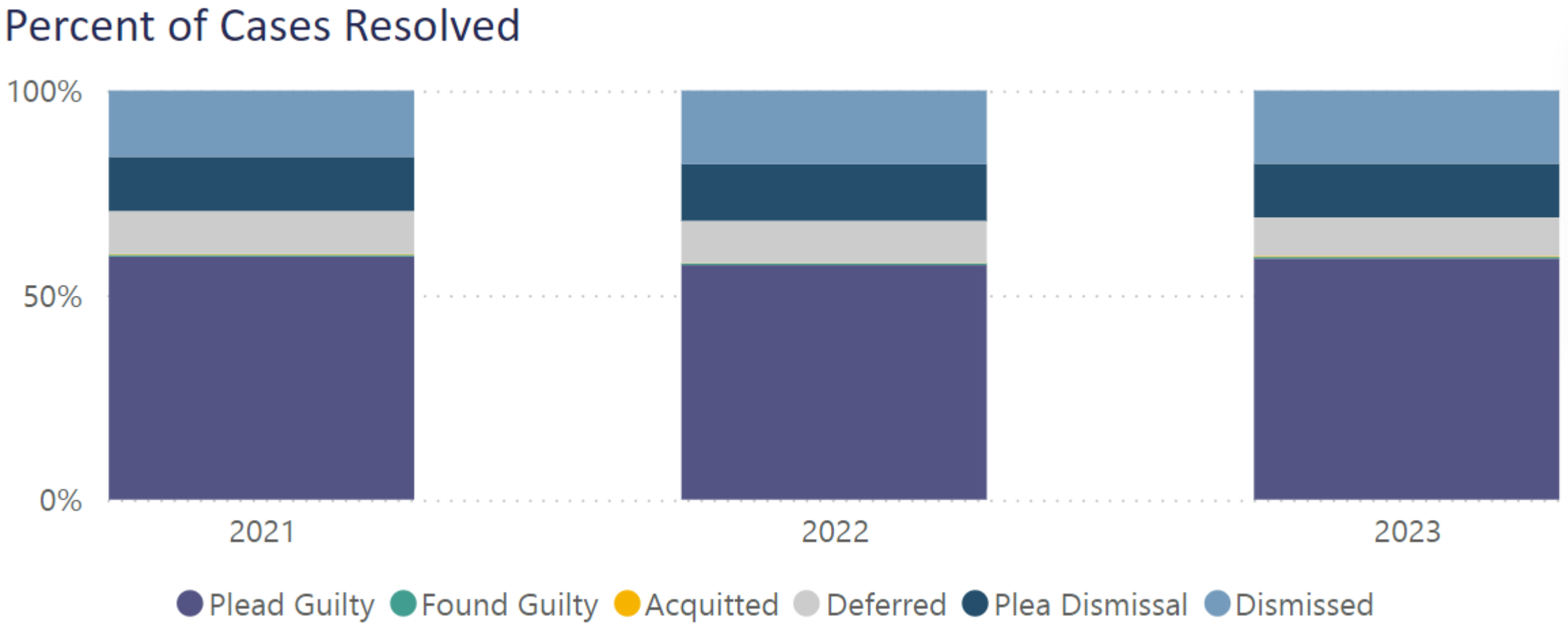


Johnstown PD

Percent of Cases Filed



Case Resolution (8th JD)



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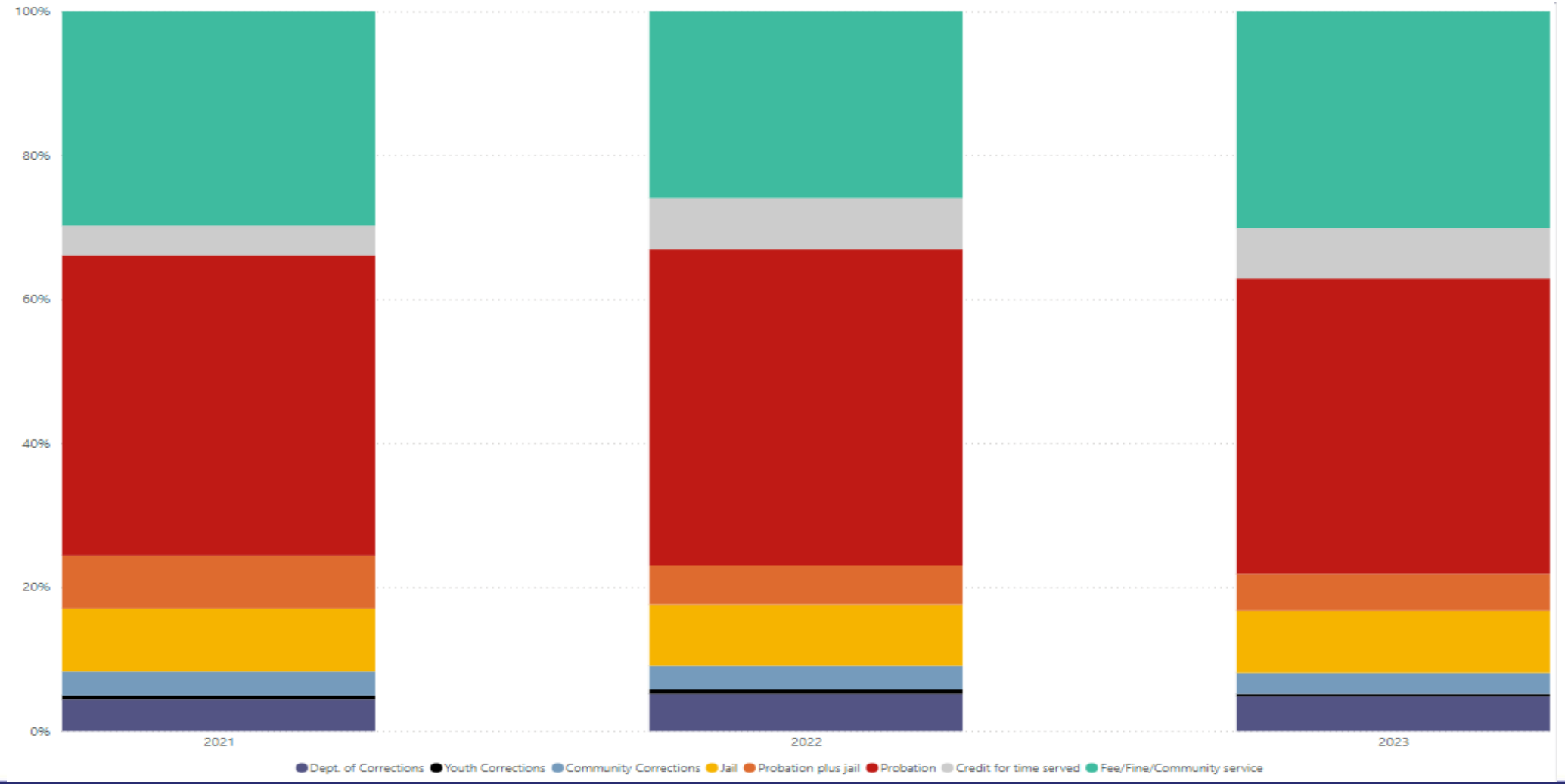
Case Resolution (8th JD)

Percent of Sentences Imposed



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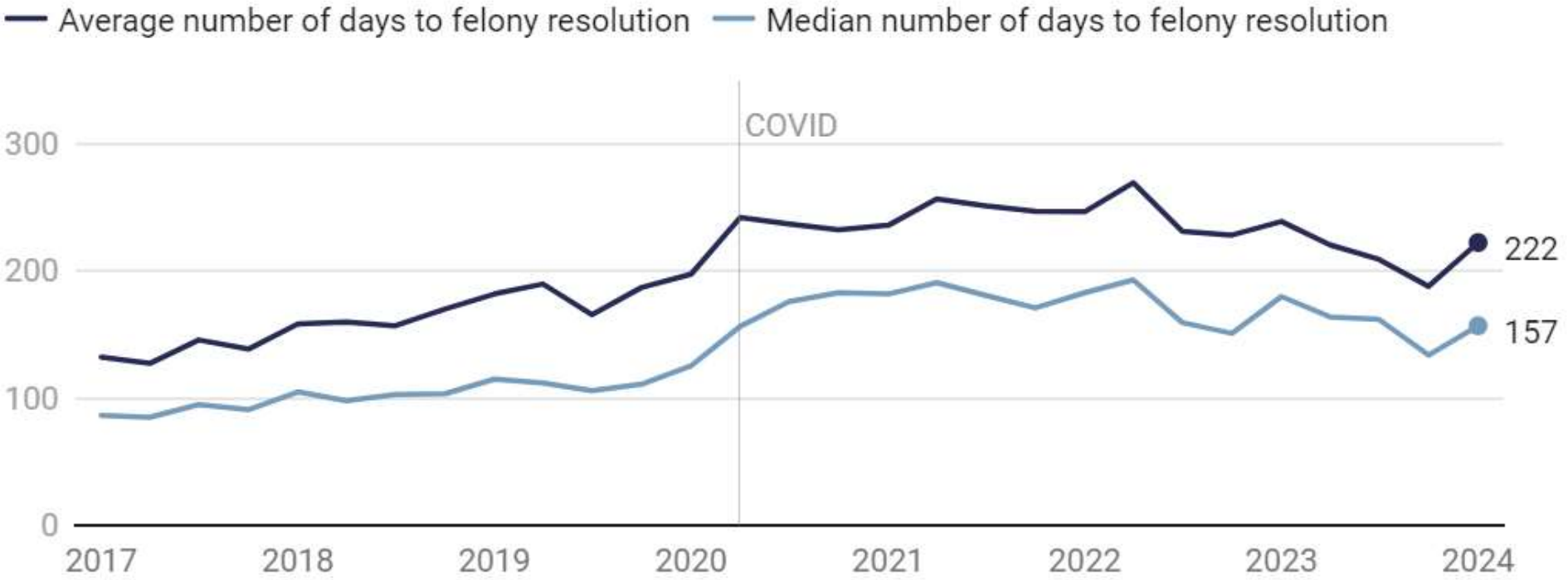
Time to Felony Resolution

This chart shows the number of days from felony case filing to resolution. Lengthy court cases cause hardship for victims and defendants, require unnecessary expenditures, and add to system backlogs. The timeliness of the case is influenced by the DA's Office as well as the defense and the presiding judge.



Thank You!

Please Reach Out

In Person: Loveland Police & Courts Building (810 E 10th St)
Larimer County Justice Center (201 LaPorte Ave)

Online: Larimer.gov/da (Data Dashboard, CIRT Findings, Victim Services, Events, etc.)

Email: 8thdist-da@co.larimer.co.us

Phone: (970) 498-7200

Facebook: DA8Colorado

Twitter: @DA8Colorado

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JohnstownCO.gov

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, May 06, 2024 at 7:00 PM

MINUTES

CALL TO ORDER

Pledge of Allegiance

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

ROLL CALL

Present:
Councilmember Berg
Councilmember Menzies
Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Mayor Pro Tem Young
Mayor Duncan

AGENDA APPROVAL

Councilmember Berg moved to approve the agenda.

Councilmember Paranto seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager, presented Ethan Allen as the business of the month for May.

2. Employee Introductions

Doug Gossett, Engineering Director, introduced Clint Hirschfeld, Town Inspector.

Ellen Hilbig, Utilities Director, introduced Charles Rice, Wastewater Treatment Operator.

Jason Elkins, Public Works Director, introduced Tim Baillargeon, Streets Maintenance.

3. Proclamation - Mental Health Month

Councilmember Menzies read the proclamation into the record and presented the proclamation to North Front Range Behavioral Health Center.

4. Foster Care Awareness Month Proclamation

Councilmember Menzies read the proclamation into the record and presented the proclamation to Envoi Associates.

PUBLIC COMMENT

Holly Sturgeon spoke on behalf of Country Acres to Council regarding the Town's commitment to this project and asked to receive an update on the current project.

Jim Hatfield spoke on behalf of the HOA in Clearview and asked to have a conversation with the Town regarding issues with trespassing over the railroad tracks.

A written comment from Tammy Manning was read into the record regarding water meter estimations.

A written comment from Paul Herman was read into the record regarding water restrictions.

CONSENT AGENDA

Councilmember Morris moved to approve the consent agenda.

Councilmember Molinar seconded and the motion passed with all in favor.

5. April 15, 2024, 7:00 pm Meeting Minutes
6. April 15, 2024, 7:45 pm Meeting Minutes
7. Ordinance No. 2024-250: Annexing Certain Unincorporated Lands Located in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 5.7 Acres and Known as the Yellow Roof Annexation
8. Ordinance No. 2024-251 Approval of Industrial Light (I-1) Zoning of the Property Known as the Yellow Roof Annexation, Located in the Southeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, County of Larimer, State of Colorado, Consisting of Approximately 5.7 Acres
9. Yellow Roof Annexation Agreement
10. Resolution No. 2024-20 Amending the Fiscal Year 2023 Budget
11. April 2024 List of Bills

TOWN MANAGER REPORT

12. Town Manager's Report

Matt LeCerf, Town Manager, presented the report included in the meeting packet. It was noted related to the Country Acres project the Town is currently getting bids and an executive session is on the agenda for the night’s meeting.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

NEW BUSINESS

13. Agreement Between the Town of Johnstown and D2C Architects for the Design Services of a Development Services Building

Mr. LeCerf presented the agreement, noting the 2024 budgeted funds for a Development Services Building proposed to be located at 201 Centennial Drive. Mr. LeCerf spoke to the tour of a currently Town owned building and the belief the building would not serve the organization’s needs for any length of time. Council previously directed for the land on Centennial to be purchased.

Councilmember Menzies moved to Approve the Standard Form of Agreement Between the Town and D2C Architects for the Design of a Development Services Building.

Councilmember Young seconded and the motion passed.

14. Playground Equipment Replacement for Eddie Aragon Park and West Lake Park

Jason Elkins, Public Works Director, presented the options for playground equipment replacement. Mr. Elkins noted the ADA complainant equipment and new ground material in the options. The owners of Go Play Inc. were present to speak to Council. Staff offered a recommendation of Option 3 for Eddie Aragon and Option 2 for West Lake Park. Jennifer VanWormer, Go Play Inc. spoke to innovative equipment, increasing the footprint of the park and the desire to incorporate play equipment for everyone.

Councilmember Morris moved to Approve Awarding the Contract, with Option 3 for Eddie Aragon Park and Option 2 for West Lake Park, to Go Play Inc. as Presented and Authorize the Town Manager to Sign the Contract.

Councilmember Menzies seconded and the motion passed.

15. Contract Amendment with Burns & McDonnell Engineering Company, Inc. for the Water Treatment Plant Design Contract for Work Authorization 1 & 2 Engineering Construction Services

Ellen Hilbig, Utilities Director, presented the contract amendment to Council noting the amount of $882,022 to Burns & McDonnell Engineering Company for work on the Water Treatment Plant. Ms. Hilbig noted the history of the project and anticipating design to be final mid-May 2024.

Councilmember Molinar moved to Approve the Contract Amendment for Work Authorization 1 & 2 Engineering Construction Services with Burns & McDonnell Engineering Company, Inc. in the Amount of $882,022.

Councilmember Berg seconded and the motion passed.

16. Downtown Masterplan Project Overview

Ms. Crosthwaite presented the overview of the Downtown Masterplan Project, which is based on the 2021 adopted Downtown Comprehensive Masterplan. Ms. Crosthwaite reviewed the project timeline and what potential community outreach would look like, including a future Town Council meeting or Work Session. It was noted a unified vision was needed as an overall masterplan, identifying areas that can be expanded in downtown, and parking system management needs, among other items identified in the presentation included in the packet.

The Held and Reider Annexations were referenced with over 240 acres that is expected to be used for future development of Downtown.

Council asked for clarification on how the community outreach will work. Ms. Crosthwaite noted that the desire is to meet people where they are at, with boots on the ground and in person outreach. The goal would be coming to the public several times with progression of the masterplan.

Council noted a work session would be a great avenue for when this item comes back so the public would be able to attend.

17. Downtown Façade Grant Program Proposed Boundary Change

Ms. Crosthwaite presented the proposed boundary change for the Downtown façade grant program. It was noted that the desire is to clean up the existing boundary so existing buildings can qualify.

Councilmember Morris moved to Approve the Newly Proposed Downtown Boundary for the Downtown Façade Grant Program

Councilmember Paranto seconded and the motion passed.

18. Termination of the Downtown Sign Project Contract

Mr. LeCerf presented this item on the request of Town Council. It was noted there was one sign remaining in Phase 1. This action would provide notification to Ad Light Group that the Town does not expect to move forward with the remaining sign.

Council asked for clarification on this project. Mr. LeCerf noted that it would effectively cancel the next phase. Council discussed the intent of the sign project to bring awareness to downtown and the funding that has been allocated for the project. Mr. LeCerf noted the discussion from a previously held Work Session which mentioned historical lighting, wayfinding elements to ensure proper direction to downtown.

Council discussed the need to keep the focus on the project as a whole and the idea of the LED sign that would communicate Town events.

Councilmember Morris Moved to Approve the Termination of the Agreement with Ad Light Group in Compliance with Section 5 of the Agreement Between the Two Parties.

Councilmember Menzies seconded and the motion passed.

PUBLIC HEARING

19. Public Hearing – New Tavern License Application for Mirror Image Brewpub Group LLC

Mayor Duncan opened the public hearing.

Hannah Hill, Town Clerk, presented the application to Council noting the received application on March 25, 2024. All requirements were met, and staff recommends approval of the Tavern liquor license.

Steven Schirner, the applicant, addressed Council's inquiries on location and other currently operating locations. Council inquired on the needs and desires petition, which the applicant did note residential knocks were over 100 but the applicant also wished to be respectful to resident's weekend plans as they petitioned. Mr. Schirner noted they would be beer and wine focused, based on the needs of the grocery store.

Council inquired on ID checking, which the applicant noted all team members are over 21, go through training and boundaries and signage will be provided. The applicant addressed concerns of Council as the desire to be family friendly gathering space inside the grocery store.

Mayor Duncan opened public comment for those in favor or opposed to this item, to which there was none.

Mayor Duncan closed public comment.

Mayor Duncan closed the hearing.

Councilmember Berg moved to approve the Tavern License to Mirror Image Brewpub Group Inc dba Mirror Image @ Woods

Councilmember Paranto seconded and the motion passed.

20. Ordinance No. 2024-247: Establishing R-2 Zoning on The Property Known As The Blue Spruce Ridge Annexation on Second Reading

Mayor Duncan re-opened the continued public hearing.

Jeremy Gleim, Planning Director, spoke to the zoning request, noting the previously approved annexation ordinance. The 2021 Compressive Plan, Land Use and Development Code and the Town's Masterplan were referenced as guiding documents for directing zoning. Mr. Gleim reviewed the multiple zoning category that fits each land use category.

The zoning is being recommended as R-2 Because it represents the zoning classification best suited to support the goals and objectives laid out in the Town’s adopted Comprehensive Plan.

Council asked why the Planning Commission recommended R-1 Zoning, Mr. Gleim noted the Commission cited the fact the developments to the north and to the west which are both single family detached developments and recommended R-1, which would allow this zoning to be the same single family detached development. Council asked for clarification on the acreage of the minimum or maximum that dictates the zone. It was noted that all the requirements in the Land Use Code would determine minimum or maximum when it comes time to look at subdividing the area.

Council asked why staff recommends R-2. Mr. Gleim noted based on the Land Use Code, Staff feels R-2 supports what the vision and goals of the Town's Comprehensive Plan.

Council asked for information on current neighborhood zoning and asked for clarity on the change of the zoning recommendation. It was noted the applicant requested R-2 zoning, and the Planning Commission recommended R-1 zoning. Staff stressed the goal and vision of the Land Use Code leaning to an R-2 zone.

The density set in the Land Use Code was clarified. Council noted regardless of zoning, a house could be set close to property line, but those items would be dictated by a subdivision process which would come to Council at a later time.

The applicant representative, Bob Choate from Coan, Payton & Payne spoke on behalf of the applicant, Caliber. Mr. Choate reviewed the applicant's projects and history with the Town. The applicant spoke to the requested R-2 zoning, and the Town's Comprehensive Plan. The applicant also spoke to the desire of variety of housing and expressed understanding for the desire to limit the height for any apartment homes.

Council asked for clarification on the zoning, Mr. Choate noted the transportation infrastructure does support the R-2 zoning. Council stated that residents are asking for space, not necessarily a variety of housing.

It was noted that the R-1 zoning has a larger lot, with the R-2 zoning the lot size allowing for more attainable housing. The applicant noted they would be willing to commit to no apartments however Council noted this hearing is strictly for zoning. Discussion of requirements and types of housing was noted to come back to Council at a later time.

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

Eileen Ricciardi spoke to traffic on the neighborhood roadways, spoke against R-2 Zoning fitting in this neighborhood and rapid growth including schools.

Susan Woods spoke to length of time given to staff and applicants to speak versus public comment. Ms. Woods noted low density land use and historic use of land space, use of roads and safety concerns.

Mark Manning spoke to the Planning and Zoning meeting vote versus what was recommended to Council and concerns of safety issues.

Richard Ray spoke to setback concerns and stated there had not been any notification of meetings to his residence. Mr. Ray spoke to price points of homes, infrastructure of roads, parks, and other infrastructure needed for the development.

Sheldon Ehlers stated neighbors were told the development would be single family homes in this development and spoke to the need for open space.

Tami Ohlendorf stated opposition to the zoning,

Angela Ling spoke to supporting different housing, updated infrastructure, and safety concerns as well as the current drainage concerns with the land.

Dylan Singer spoke to the zoning and the change from Planning Commission recommendation's zoning of R-1.

Scott James spoke to the zoning aspect versus future plat submissions and spoke in support of R-2 Zoning based on transportation near this area, as well as legislation currently in process in the General Assembly.

Zachary Nyhren spoke to buzz words such as “traffic corridor”, and the use of County Road 3 and spoke against R-2 zoning.

Mayor Duncan closed public comment.

The applicant noted the property was in unincorporated Larimer County, and noted the first step after annexation is to set zoning. The applicant noted certain set of standards are required to be met including road improvements. It was also noted the mentioned gulch area would be worked on with the hope of developing a trail if standards can be met. A fire station would be dedicated on land Caliber donated to the Town. Mr. Choate express thanks to Council for all the effort and time Council has put into the hearing. The applicant noted the Land Use Code, the Comprehensive Plan and the Town's Masterplan's as the requirements for the zoning requirements.

Mayor Duncan closed the public hearing.

Councilmember Morris moved to deny Ordinance No. 2024-247.

Councilmember Menzies seconded. And the motion failed 5-2.

YES VOTE: Menzies and Morris

Councilmember Berg moved to Approve Ordinance No. 2024-247 Establishing R-2 Zoning for Blue Spruce Ridge, Case No. ANX23-0001

Councilmember Molinar seconded and the motion failed.

NO VOTES: Menzies, Duncan, Morris, Paranto

YES VOTE: Molinar, Berg, Young

The ordinance failed on second reading.

The Town Attorney then noted that no zoning was established and zoning would need to be established in 90 days.

Town Council took a recess at 10:09 p.m. and reconvened the meeting at 10:15 p.m.

21. Revere North Filing No. 1 & 2 Subdivision

    A. Public Hearing - Resolution 2024-23: Consideration of Final Subdivision Plat/Development Plan for Revere North Filing No. 1 & 2

    B. Water Sewer Service Agreement: Revere North Filing No. 1

    C. Water Sewer Service Agreement: Revere North Filing No. 2

    D. Development Agreement: Revere North Filing No. 1 and No. 2

Mayor Duncan opened the public hearing.

Mr. Gleim spoke to the resolution and location of the site, as well as the history of the project. The proposed subdivision for Filings 1 and 2 is intended to create 339 developable lots. Twenty-two (22) out lots will be platted, which will provide open space and other infrastructure needed to serve platted lots. Right-of-way will also be platted and dedicated to the Town to provide the street network and access to new lots and the surrounding area. The primary function of the proposed filings is to create lots for development, as well as the infrastructure and circulation network that will serve the 339 residential lots.

The applicant, Jim Hayes, representing Revere at Johnstown spoke to Council reviewing the history of the project. The Outline Development Plan and communication plan was discussed. It was noted duplex lots were being built. The applicant noted on-site meetings with neighborhood landowners and improvements such as a diversion system, pump and piping's as well as buffers around the property.

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

Sandra Stoner spoke to the grassland entry across from her driveway. It was asked how many subdivisions had main entrances right across from someone's main driveway and safety concerns.

Debra Garcia spoke to safety concerns along the road and increased traffic on the road.

The applicant noted construction starting on the east due to the sewer needs to begin on the east and future plans to widen Veteran's Parkway. Council inquired on the entry to the development, which the applicant noted there are intersection spacing requirements for arterial roads.

Kevin Lovelace, representing the applicant, noted per the Town's masterplan the road is planned to be a future major roadway and the spacing proposed meets CDOT's recommendations.

Mayor Duncan closed public comment.

Mayor Duncan closed the public hearing.

Councilmember Berg moved based on the Content and Findings in the Staff Report and the Information Provided at the hearing, to Approve the Revere North Subdivision Filings No. 1 and 2 - Case No. SUB23-00015

Councilmember Paranto seconded and the motion passed.

Councilmember Paranto moved to approve the Water and Sewer Service Agreement for Revere North Filing No. 1

Councilmember Young seconded and the motion passed.

Councilmember Menzies Moved to approve the Water and Sewer Service Agreement for Revere North Filing No. 2

Councilmember Paranto seconded and the motion passed.

Councilmember Paranto moved to approve the Subdivision Development and Improvement Agreement with Forestar Real Estate Group LLC for Revere North Filing No. 1 and 2.

Councilmember Morris seconded and the motion passed.

22. Southridge Subdivision

    A. Public Hearing - Resolution 2024-24: Consideration of Final Subdivision Plat for Southridge

    B. Water Sewer Service Agreement: Southridge Subdivision

    C. Development Agreement: Southridge Subdivision

Mayor Duncan opened the public hearing.

Mr. Gleim presented the item to Council, noting the location, the property encompassing 78.0 acres and being annexed into the Town in 2022. Several items noted were planned open space and trail systems.

The applicant spoke to the continuation of the development at the Ridge. There would be 305 lots which would be split on both sides of the property that would be fully developed as part of the subdivision. The park was reviewed with trail connections going throughout, with a useable detention area.

Council asked for clarification on street names, which the applicant noted virtual assistance and LETA were collaborated with.

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

Mayor Duncan closed public comment.

Mayor Duncan closed the public hearing.

Councilmember Paranto moved, Based Upon the Content and Findings in the Staff Report, and the Information Provided at this Hearing, I Move to approve Southridge Subdivision – Case No. SUB22-0012.

Councilmember Morris seconded and the motion passed.

Councilmember Menzies moved to approve the Water and Sewer Service Agreement for Southridge Subdivision.

Councilmember Young seconded and the motion passed.

Councilmember Molinar moved to approve the Subdivision Development and Improvement Agreement with SR Johnstown Investments LLC for the Southridge Subdivision

Councilmember Young seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Molinar noted Housing Authority meetings.

Councilmember Menzies noted a BBQ Day upcoming in June. It was asked for clarification on how long the locate flags from Xfinity would be in yards. Staff noted it is required by law for locates to happen and no known removal date was known.

Councilmember Paranto noted a new chapter in Northern Colorado related to international engineers.

Councilmember Morris recognized the Low Point Wastewater Treatment Plant ribbon cutting.

Mayor Pro Tem Young noted the historical Society and Library Board are meeting in the month of May and passed along thanks to Town Staff from residents of 2nd Street regarding a new sidewalk.

MAYOR'S COMMENTS

Mayor Duncan expressed thanks for Council's hard work on the meeting and thanked those coming out to attend the meeting.

EXECUTIVE SESSION

23. An Executive Session to Discuss the Purchase of Real Property Pursuant to C.R.S. Section 24-6-402(4)(a) - Sandra Drive Drainage Improvements.

Councilmember Berg moved to recess into Executive Session to Discuss the Purchase of Real Property Pursuant to C.R.S. Section 24-6-402(4)(a) - Sandra Drive Drainage Improvements.

Councilmember Molinar seconded and Council recessed into Executive Session.

Council reconvened at where Mayor Duncan noted no items were discussed outside of those noted in the motion and no action was taken.

ADJOURN

Mayor Duncan adjourned the meeting May 6, 2024, 2024, at 11:28 pm.

_____

Michael P. Duncan, Mayor

_____

Hannah Hill, Town Clerk

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Water Service Agreement – Backbone Properties, LLC, (208 Gateway Drive)

ATTACHMENTS: 1. Water Service Agreement

PRESENTED BY: Tyler Smith, Planner II

AGENDA ITEM DESCRIPTION:

The applicant, Backbone Properties, LLC., has received approval for the Backbone Properties, Site Development Plan. This application was submitted as a compliance application for a parking lot expansion. All water is used for landscaping purposes, no new buildings or structures are included in this application.

The annual landscaping irrigation water demand is estimated at 0.74 acre-feet. No increase in building water demand.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Landscaping Irrigation	0.74	0.63
Total Potable	**0.74**	**0.63**

The Developer has obtained 0.74 AF of water per year from the existing raw water credit available to the I-25 Gateway Center, LLC water bank. This water bank was created in 2019 and at that time had a surplus raw water credit with the Town in the amount of 33.917 AF.

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*

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement for Backbone Properties, LLC, (208 Gateway Drive)

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this 22nd day of April, 2024, by and between **BACKBONE PROPERTIES, LLC**, a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipality ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer owns an interest in land known as known as 208 Gateway Drive, within Lot 2, Replat B of the I-25 Gateway Center Filing #4, more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property is being developed as parking and yard space with 0.18 acre of spray-irrigated landscape and 0.2 acre of drip-irrigated landscape ("Project").

WHEREAS, I-25 Gateway Center, LLC, a Colorado limited liability company, previously dedicated ten (10) shares of stock in the Consolidated Home Supply Ditch and Reservoir Company to the Town to supply the required water for those certain lands in the development known as the I-25 Gateway Center; and

WHEREAS, after execution of four separate water and sewer service agreements with the Town, on October 7, 2019, the Town and I-25 Gateway Center, LLC entered into an Addendum to Water Sewer Service Agreements with the Town, wherein the parties agreed that, based on the initial dedication of water and the then existing use of the water, I-25 Gateway Center, LLC had a surplus raw water credit with the Town in the amount of 33.917 acre-feet at that time; and

WHEREAS, I-25 Gateway Center, LLC desires to assign a portion of the raw water credit to the Developer to supply the necessary water demand for the Project, as evidenced in Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, based on such assignment, the Developer and the Town desire to set forth their agreement concerning water rights dedication and use of the raw water, preliminary projections of water and sewer demand, and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and incorporating the foregoing recitals into the agreement, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, as set forth in the Johnstown Municipal Code, as amended, ("Ordinance"), Developer has submitted to the Town an amended preliminary water and sewer demand analysis for the Project, dated October 19, 2023. Said analysis was received by the

Town and is on file with the Town and as modified by the Town's Water Engineer by memorandum dated March 22, 2024, is hereby accepted by the Town as to the potable water demands. Said analysis addresses the projected water and sewer demands for the Project as follows:

Development Component (Potable)	Demand (AF/YR)	Consumption (AF/YR)
Landscaping irrigation	0.74	0.63
Total potable water use	**0.74**	**0.63**

2. Water Rights Dedication. I-25 Gateway Center, LLC has dedicated to the Project 0.74 acre-feet of its existing raw water credit, as shown in Exhibit B.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.74 acre-feet per year of potable water supply for outdoor irrigation use.

4. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project, at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. Payment of Water Court Transfer fees. Water Court Transfer Fees required by the Ordinance were previously paid.

6. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered, sent by electronic mail or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO DEVELOPER:
Solomon Howes
Backbone Properties, LLC
5700 E. County Road 20 E
Loveland, CO 80537

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email:notices@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400
Denver, CO 80207
Email: peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

7. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This Agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

17. Recordation. This Agreement may be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

[Signatures Follow on Separate Page]

BACKBONE PROPERTIES, LLC

By: _____
Name: Solomon Howes
Title: Registered Agent

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 22nd day of April, 2024 by Soloman Howes as the Registered Agent of Backbone Properties, LLC.

Witness my hand and official seal.

CALVIN PENN KELLEY
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20234002993
My Commission Expires 1/24/2027

_____
Notary Public
208 Gateway Dr
Johnstown, CO 80534
Address

_____
Telephone

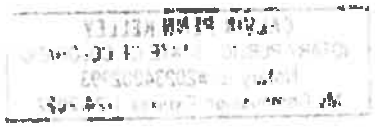
My Commission Expires: 01/24/2027

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk



WATER USE AUTHORIZATION
from
I-25 GATEWAY CENTER, LLC
to
BACKBONE PROPERTIES, LLC

THIS WATER USE AUTHORIZATION supplements and is incorporated into the WATER AND SEWER SERVICE AGREEMENT ("WSSA") made and entered into on _____, 2024, by and between BACKBONE PROPERTIES, LLC. ("Developer"), and the TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand. In compliance with the Section 13-65 of the Johnstown Municipal Code, Developer submitted a preliminary water and sewer demand analysis to the Town for the in-building and irrigation water needs of a parking lot and associated landscaping ("Project"), known as 208 Gateway Drive Parking. As approved by the Town's water engineer by memorandum dated March 22, 20024, the estimated average annual water demand for the Project will be 0.74 acre-feet per year of potable water, equating to 3 single family equivalent units.

2. Water Assignment. Through this Water Use Authorization, I-25 Gateway Center, LLC, a Colorado limited liability company, hereby assigns to Developer, and allows Developer to use, 0.74 acre-feet of raw water per year from the existing raw water credit available to I-25 Gateway Center, LLC pursuant to that certain Addendum to Water Sewer Service Agreements dated October 7, 2019, to supply the required water for the Project. Said assignment is non-revocable.

3. Surplus Credit. The remaining raw water credit available to I-25 Gateway Center, LLC is shown in the Gateway Subdivision – Water Bank Allocation Worksheet (March 25, 2024) attached as Exhibit 1 and incorporated herein by reference.

Dated: May 23, 2024.

TOWN OF JOHNSTOWN

By: Matt LeCerf Digitally signed by Matt LeCerf Date: 2024.05.23 16:37:47 -06'00'
Matthew LeCerf, Town Manager

I-25 GATEWAY CENTER, LLC

By: _____
Dennis Saffel, Owner

STATE OF COLORADO)
) ss
COUNTY OF Eagle)

SUBSCRIBED AND SWORN to before me this 2 day of May, 2024 by Dennis Saffell, Managing Member of I-25 Gateway Center, LLC.

Witness my hand and official seal.

JParetti

Notary Public

JULIA PARETTI
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20214018404
MY COMMISSION EXPIRES MAY 11, 2025

My Commission Expires: May 11, 2025

Gateway Subdivision - Water Bank Allocation Worksheet

3/25/2024

Remaining Undeveloped Lots:

Lot	Block	Filing	Number of Parcels	Developed	Business	Platted Acres	% of Undev. Area, 10/10/19	Prorata Credit Allocation, AF	Supply Demand, AF	Demand Shortage, AF	Credit Allocation used, AF	Allocation Excess, AF[1]
1	3	3	1		Larch Industrial Building	1.889	4.82%	1.635	1.350	0.000	1.350	0.285
2	3	3	1		Lockard Storage	1.889	4.82%	1.635	1.070	0.000	1.070	0.565
3	3	3	1			1.886	4.81%	1.632		0.000		
Outlot A	none	4	1			3.473	8.86%	3.006		0.000		
1	1	4	1			1.604	4.09%	1.388		0.000		
3	1	4	1			0.871	2.22%	0.754		0.000		
4	1	4	1			1.937	4.94%	1.677		0.000		
5	1	4	1			1.848	4.72%	1.600		0.000		
6	1	4	1			1.808	4.61%	1.565		0.000		
7	1	4	1			2.105	5.37%	1.822		0.000		
8	1	4	1			2.115	5.40%	1.831		0.000		
9	1	4	1			2.115	5.40%	1.831		0.000		
10	1	4	1			2.132	5.44%	1.845		0.000		
1	2	4	1	1	AC Ice	2.239	5.71%	1.938	1.620	0.000	1.620	0.318
1-4, 7, 8	3	4	6			5.942	15.16%	5.143		0.000		
5	3	4	1	1	Red Barn Liquor	1.082	2.76%	0.937	0.840	0.000	0.840	0.097
6	3	4	1			1.000	2.55%	0.866		0.000		
2	Replat B	4	1		208 Gateway Dr. Parking	1.290	3.29%	1.117	0.740	0.000	0.740	0.377
3	2	5	1			1.960	5.00%	1.696		0.000		
		Total Undeveloped Lots	22			**39.185**	**100%**	***33.917***		Allocation Used	5.620	*1.641*
		Total Developed Lots	34									
		Total Lots	56									

Raw water credit assigned to Gateway Center	100.000	AF
Reserved Surplus	20.900	AF

[1]Portion of Allocation remaining that was in excess of demand. This is available for use, upon negotiation, by future lot developers in addition to their prorata credit allocation.

All water meters as of July 2019	45.183	AF
Oct. 2019 Addendum Allocation	33.917	AF
Allocation Used since Oct. 2019	5.620	AF
Allocation remaining	**28.297**	**AF**

Remaining AF from original 100 AF dedicated ***Surplus 20.9 AF***

(CANNOT be sold, or transferred until audit is completed on 1st 51 lots of 56 lots are developed.)

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Water And Sewer Service Agreement – Journey Homes, LLC, The Ridge Multi-Family (Phase 1)

ATTACHMENTS: 1. Water Service Agreement

PRESENTED BY: Tyler Smith, Planner II

AGENDA ITEM DESCRIPTION:

The applicant, Journey Homes LLC, has received approval for The Ridge Multi-Family Apartments, Site Development Plan. This application was submitted as a two-phase project. This agreement will include Phase I water demand which will include 210 multi-family units, a clubhouse, maintenance building, pool, and irrigated landscape including 2.27 acres of sod, 2.43 acres of shrub beds, and 5.79 acres of native grasses.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	62.12	3.11
Landscaping Irrigation	15.11	12.84
Total Potable	**77.23**	**15.95**

The annual in-building water demand is estimated at 62.12 acre-feet. The annual landscaping irrigation water demand is estimated at 15.11 acre-feet.

The Developer has obtained 77.23 AF of water per year from the existing raw water credit available to the Journey Homes, LLC.

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*

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement for Journey Homes, LLC., The Ridge Multi-Family (Phase 1)

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT
(The Ridge Apartments Phase 1)

THIS WATER AND SEWER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between **JOURNEY HOMES, LLC**, a Colorado limited liability company ("Developer"), the **TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the owner of land situated in Lot 1, Block 1 of The Ridge at Johnstown Subdivision Filing 3, Town of Johnstown, County of Larimer, State of Colorado, known as The Ridge Apartments Phase 1, more specifically described on Exhibit A, attached hereto and incorporated herein by reference ("Subject Property"); and

WHEREAS, the Town and Developer, among others, established the Journey Homes Water Bank pursuant to the Assignment and Allocation of Raw Water Credit from the Caliber Water Bank, providing Developer with the right to allocate raw water from the Journey Homes Water Bank to uses within the Town; and

WHEREAS, the Developer is developing the Subject Property to contain 210 multi-family attached units, a clubhouse, maintenance building, pool, and irrigated landscape including 2.27 acres of sod, 2.43 acres of shrub beds, and 5.79 acres of native grasses ("Project"); and

WHEREAS, the Developer seeks to use raw water from the Journey Homes Water Bank for the Project; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning the use of the Journey Homes Water Bank, preliminary projections of water demand and a commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Water Demand Study.** In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated January 4, 2024. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated January 5, 2024, is hereby accepted by the Town as to the irrigation water demands. The analysis sets forth the projected water demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-building	62.12	3.11
Irrigation	15.11	12.84
Total water use	**77.23**	**15.95**

2. **Water Rights Dedication.** Developer and the Town agree that the required 77.23 acre-feet of raw water credit for the Project will be allocated from the water stock contained in the Journey Homes Water Bank.

3. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 62.12 acre-feet per year for in-building use for the Project with the corresponding sewer service and up to 15.11 acre-feet per year of water supply for the irrigation of approximately 2.27 acres of sod, 2.43 acres of shrub beds, and 5.79 acres of native grasses.

4. **Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage. The additional water rights shall be dedicated by Developer, a metropolitan district providing covenant enforcement or the operative homeowners' association.

5. **Payment of Water Court Transfer fees.** Upon execution of this Agreement, the Developer shall pay to the Town the sum of Forty-Six Thousand Three Hundred and Fifty Dollars ($46,350.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 77.23 acre-feet per year of estimated water demand and estimated consumptive use of 15.95 acre-feet per year (154.5 SFE) for the Project. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email. All notices shall be addressed as follows:

TO DEVELOPER:
Journey Homes, LLC
Larry S. Buckendorf
7251 W. 20th St., L-200
Greeley, CO 6034
Email: Larry@journeyhomes.com

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email: HHill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
Email: peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

7. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship

17. Recordation. This Agreement may be recorded by the Town at the Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

(Remainder of page intentionally left blank.)

JOURNEY HOMES, LLC

Adam Bliven, Chief Financial Officer

DIANE ELIZABETH HOFFMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964004262
MY COMMISSION EXPIRES 03/13/2028

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 24th day of May 2024, by Adam Bliven, as Chief Financial Officer, Journey Homes, LLC.

Witness my hand and official seal.

My commission expires: 3/13/2028

Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A
Subject Property

LEGAL DESCRIPTION – RIDGE FILING 3

A PARCEL OF LAND IN THE TON OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, SITUATE IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 68 WEST AND THE POINT OF BEGINNING;

THENCE N 89°38'50" W A DISTANCE OF 1436.14 FEET;

THENCE N 23°25'56" W A DISTANCE OF 766.39 FEET;

THENCE N 44°41'20" W A DISTANCE OF 107.73 FEET;

THENCE N 23°23'12" W A DISTANCE OF 82.89 FEET;

THENCE N 23°23'12" W A DISTANCE OF 293.61 FEET;

THENCE N 23°23'12" W A DISTANCE OF 75.69 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS

N 76°33'10" E, HAVING A RADIUS OF 4475.00 FEET, A CENTRAL ANGLE OF

08°43'04" AND AN ARC LENGTH OF 680.89 FEET;

THENCE N 04°43'46" W A DISTANCE OF 344.17 FEET;

THENCE N 03°01'06" E A DISTANCE OF 222.40 FEET;

THENCE N 69°19'02" E A DISTANCE OF 237.57 FEET;

THENCE N 86°30'13" E A DISTANCE OF 318.75 FEET;

THENCE N 85°31'12" E A DISTANCE OF 318.09 FEET;

THENCE S 89°28'22" E A DISTANCE OF 194.24 FEET;

THENCE S 00°24'20" W A DISTANCE OF 537.40 FEET;

THENCE S 89°36'10" E A DISTANCE OF 1012.07 FEET;

THENCE N 00°00'24" W A DISTANCE OF 580.13 FEET;

THENCE S 89°28'26" E A DISTANCE OF 60.00 FEET;

THENCE N 89°52'50" E A DISTANCE OF 599.92 FEET;

THENCE S 00°07'10" E A DISTANCE OF 20.00 FEET;

THENCE N 89°52'50" E A DISTANCE OF 423.32 FEET;

THENCE S 00°05'58" E A DISTANCE OF 433.47 FEET;

THENCE S 89°54'09" W A DISTANCE OF 243.32 FEET;

THENCE S 00°07'47" E A DISTANCE OF 732.92 FEET;

THENCE S 62°08'02" E A DISTANCE OF 244.73 FEET;

THENCE N 89°53'44" E A DISTANCE OF 200.92 FEET;

THENCE S 00°08'56" W A DISTANCE OF 649.00 FEET;

THENCE N 89°56'13" W A DISTANCE OF 115.28 FEET;

THENCE S 00°10'22" W A DISTANCE OF 659.60 FEET;

THENCE N 89°43'40" W A DISTANCE OF 1080.39 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 6,940,571.66 SQUARE FEET OR 159.33 ACRES AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS NOW OR IN USE OR OF RECORD.

Town of Johnstown
List of Bills - April 18, 2024 - May 17, 2024

Vendor	Description	Dept	Amount
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Adamson Police Products	Uniforms	PD	485.64
Altitude Hobbies	Drone	PD	2,799.99
American Public Works Association	Dues	PD	795.00
Angel Armor	Supplies	PD	804.79
Anser Advisory Management	Property survey	PW	2,752.50
Aqua Engineering	Low Point expansion	PW	194,306.77
Arapahoe Rental	Equipment rental	PW	399.60
Baessler Townhomes LLC	Building permit refund	ADM	370.00
Benesch	Hwy 60/roundabouts/drainage projects	PW	126,775.21
BHA Design Incorporated	Downtown alley project	PW	34,701.34
Big Thompson & Platte River Ditch Co	Water assessment	PW	500.00
Blackburn MFG	Supplies	PW	310.40
Bludot Technologies Inc.	CRM	ADM	195.00
BlueWater Engineering Ltd	Water treatment plant expansion	PW	58,021.93
Browns Hill Engineering & Controls	Equipment maintenance	PW	4,062.40
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	72,599.36
Card Services	Training/travel/supplies	ALL	45,737.55
CDW Government	Vehicle equipment	PD	22,781.17
Central Square Technologies, LLC	Software	PW	1,080.00
Central Weld County Water District	Interconnects	PW	703.20
CenturyLink	Phone/internet	PW	1,097.51
Cintas	Mat supplies/service	PW	880.23
Cirsa	Insurance	PW	10,821.61
City of Fort Collins	Lab testing	PW	1,080.00
City of Loveland	Facility rental	PD	1,200.00
CMC Tire	Supplies	PD	165.00
Colorado Analytical Labs	Lab testing	PW	2,131.00
Colorado Greenbelt Management	Landscaping services	PW	1,880.00
Community Center Refund	Community Center refunds	ADM	450.00
Connell Resources, Inc.	North Interceptor	PW	848,820.66
Consolidated Home Supply Ditch	Water legal	PW	7,827.52
Costar Realty	Software	ADM	430.00
Cummins Sales and Service	Equipment maintenance	PW	8,492.50
Daigle Law Group	Training	PD	2,065.00
DataShield Corporation	Shredding	ADM	95.00
DBC Irrigation Supply	Supplies	PW	261.78
Denali Water Solutions LLC	Sludge removal	PW	2,327.47
Denver Industrial Sales & Services Co	Supplies	PW	5,549.50
DES Pipeline Maintenance, LLC	Equipment maintenance	PW	3,431.25
Desotec US LLC	GAC filtration chemicals	PW	242,730.39
Ditesco LLC	Little Thompson Trail project	PW	2,192.50
DXP Enterprises Inc	Supplies	PW	57.79
eAnalytics Laboratory	Lab testing	PW	420.00

Vendor	Description	Dept	Amount
Employee Reimbursement	Training/travel/supplies	ADM	89.06
Entenmann-Rovin Co.	Badges	PD	1,441.65
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	8,817.50
Felsburg Holt & Ullevig Inc	Engineering services	PW	1,780.00
Ferguson Waterworks	Water meters	PW	21,874.02
First Class Security Systems	Fire system monitoring	ADM	250.00
First National Bank	Custodial fees	ADM	766.11
Flatirons, Inc.	Water treatment plant expansion	PW	600.00
Fort Orange Press	2024 Election Ballots	ADM	26,303.87
Frontier Fertilizer & Chemical	Chemicals	PW	56.72
Frontier Self Storage	Storage	PW	280.00
Gard Lateral Ditch Company	Water assessment	PW	1,275.00
Glenn A. Jones Library	Library support	ADM	202,662.06
Grainger, Inc.	Supplies	PW	4,312.82
Greeley Lock and Key	Building maintenance	PW	265.00
Ground Engineering Consultants, Inc.	Materials testing	PW	13,922.64
Hach Company	Equipment maintenance	PW	16,459.33
Hays Market Inc	Supplies	ADM	360.81
Helton & Williamsen, P.C.	Billback - Legal services	ADM	2,789.65
Helton & Williamsen, P.C.	Water legal	PW	30,010.56
Hill & Robbins, PC	Billback - Legal services	ADM	1,323.00
Hill & Robbins, PC	Water legal	ADM	9,418.76
HJJ LLC	Deposit Refund	ADM	4,850.00
Hydrant Meter Deposit Refund	Hydrant meter deposit refunds	ADM	3,500.00
IMEG Corp	Billback - Engineering services	ADM	40,388.33
IMEG Corp	Engineering services	PW	11,068.34
Indelco Plastics Corp	Supplies	PW	132.15
Infosend, Inc.	Newsletter/Utility bill printing	ADM	13,597.25
Insight North America LLC	Investment services	ADM	2,569.17
Intermountain Sales of Denver, Inc.	Hydrant meter equipment	PW	21,043.00
J&D Creations	Uniforms	ALL	2,200.54
J&S Contractors Supply Co.	Street Signs	PW	677.26
J-2 Contracting Co.	Generator	PW	102,116.69
Joe Johnson Equipment LLC	Supplies	PW	1,666.90
John Deere Financial	Supplies	PW	581.41
Johnson Water Solutions, LLC	Equipment maintenance	PW	735.00
Johnstown Breeze	Publications	ADM	3,308.64
J-U-B Engineers, Inc.	Billbacks- Engineering services	ADM	2,024.60
JWO Engineering	Carlson SH60 Signal	PW	7,925.50
Karla Humphrey	Property repair	ADM	11,000.00
Kelly Supply Co	Supplies	PW	2,124.31
Ken Garff Ford Greeley	Vehicle - 2024 Ford F600	PW	84,883.00
Kimley - Horn and Associates	Downtown masterplan	ADM	14,223.45
Kinsco, LLC	Supplies	PW	96.00
Kurtis Weimer	Property reimbursement	ADM	838.99
Land Title	Title services	ADM	1,174.00

Vendor	Description	Dept	Amount
Land Title Guarantee Company	Title services	PW	1,000.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	48,211.20
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	7,546.00
Law Office of Avi Rocklin LLC	Legal services	ADM	3,031.00
Lawson Products Inc	Supplies	PW	1,280.78
Lazar, Michael	Municipal Court Judge	ADM	2,850.00
LG Sonic US, LLC	Algae control	PW	16,461.60
Life Stories Child & Family Advocacy	Quarterly fees	PD	156.00
Little Thompson Water District	Innerconnect	PW	6,977.74
Loveland Barricade LLC	Safety services	PW	660.00
Loveland Ford-Lincoln	Vehicle maintenance	PD	677.06
Lowe's	Supplies	PW	118.69
Mac Equipment, Inc	Equipment - Aerator	PW	15,310.80
Maguire Iron Inc	Tank maintenance	PW	8,800.00
McGeady Becher P.C.	Billback - Legal services	ADM	4,845.47
Medicine for Business and Industry	Lab testing	ADM	412.50
Michael Campana	Deposit refund	ADM	4,196.93
Michael VanValkenberg	Property reimbursement	ADM	125.00
Mile High Elevator LLC	Building maintenance	PW	226.80
Milliken Johnstown Electric	Building maintenance	PW	225.00
Moltz Construction Inc.	Central expansion project	PW	1,460,699.23
Morton Electric	Carlson SH60 signal	PW	33,680.09
Mountain States Pipe & Supply	Water meters	PW	17,582.37
Mountain West Vegetation Management Inc	Building maintenance	PW	5,560.00
MWH Constructors	Water treatment plant expansion	PW	493,254.71
Nalco Company LLC	Chemicals	PW	6,934.83
Napa Auto Parts, Inc	Vehicle supplies	ALL	2,042.59
Office Depot Business Credit	Supplies	ALL	877.66
Otak	Little Thompson Trail project	PW	2,849.75
Ovivo USA LLC	Central expansion project	PW	85,766.00
Parkland USA Corp	Fuel	PW	13,110.90
Paul's Plumbing & Heating	Jetting services	PW	2,395.00
PETTY CASH	Training/supplies	ALL	319.55
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	251.00
Poudre Valley REA	Utilities	PW	21,709.54
PVS DX, INC	Chemicals	PW	2,965.13
Quality of Life & Safety Designs LLC	Fire system monitoring	PW	25.00
Ram Waste Systems	Trash services	PW	850.22
Raymond and Kimberly Onorato	Property reimbursement	ADM	15,000.00
Red Wing Business Advantage Acct	Uniforms	PW	250.00
Redi Services, LLC	Portolet	PW	2,000.00
RoadSafe Traffic Systems	Supplies	PW	1,082.40
Ronald R Klein	Storm drainage project	PW	7,500.00
SAFEBuilt LLC Lockbox # 88135	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	1,001.43
Sanderson Stewart	CO Blvd & SH60 project	PW	861.00

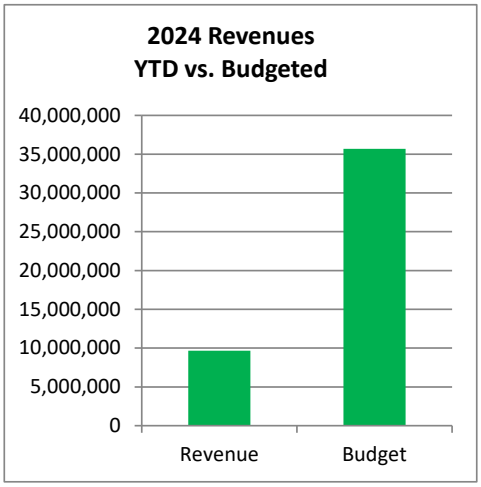
Vendor	Description	Dept	Amount
SavATree	Tree services	PW	1,964.00
Summit Compression LLC	Supplies	PW	1,133.45
Sunrun Installations Services, Inc.	Building permit refund	ADM	1,041.29
TDS	Phone/internet	ALL	2,461.84
TechMedia, LLC	Supplies	ADM	298.13
The Greeley Tribune	Newspaper	ADM	166.15
The Home Depot/GECF	Supplies	PW	6,413.31
TimberLAN	IT services	ALL	4,266.00
Town of Johnstown	Utilities	PW	30,387.31
Trailer Source Inc	Trailer	PW	8,135.00
Treatment Technology Holding	Chemicals	PW	2,241.20
TruGreen Chemlawn	Chemicals	PW	1,355.43
UC Health Medical Group	Lab testing	PD	643.40
ULINE	Supplies	PW	814.23
United Power, Inc	Utilities	PW	841.07
USA Bluebook	Supplies	PW	8,934.62
Utility Notification Center of Colorado	Locates	PW	2,386.50
Utility Refund	Utility refunds	ADM	10,982.95
Vance Brothers, Inc	Supplies	PW	581.00
Vector Disease Control	Mosquito spraying	PW	4,678.96
Verizon Connect	Phone/internet	PW	239.25
Verizon Wireless	Phone/internet	ALL	5,192.88
Waste Connections of Colorado Inc.	Trash services	PW	1,711.39
Weld County Information Technology	Supplies	PD	271.24
Western States Land Services LLC	Raw water line project	PW	378.80
Whiteside's	Uniforms	PW	769.96
Xcel Energy	Utilities	PW	648,704.38
Yost Cleaning	Cleaning service	PW	3,362.66
			5,470,928.77

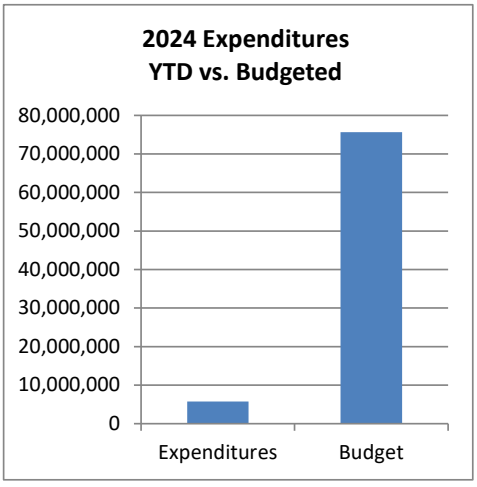
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending April 30, 2024
Unaudited

General Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	57,780,682	57,780,682	
Revenues:			
Taxes & Fees	7,117,223	32,347,410	22.0%
Licenses & Permits	982,546	2,193,300	44.8%
Fines & Forfeitures	99,358	215,000	46.2%
Intergovernmental	21,951	50,000	43.9%
Earnings on Investment	955,353	500,000	191.1%
Miscellaneous Revenue	477,029	380,000	125.5%
Transfers In	-	-	
Total Operating Revenues	9,653,459	35,685,710	27.1%
Expenditures:			
Legislative	799,988	1,925,100	41.6%
Town Manager	543,146	2,117,435	25.7%
Town Clerk	142,386	542,300	26.3%
Events	613	282,050	0.2%
Finance	184,225	708,120	26.0%
Planning	168,525	696,050	24.2%
Reimbursements	183,958	350,000	52.6%
Engineering	119,249	1,313,495	9.1%
Inspections	96,847	403,400	24.0%
Police	2,161,751	10,265,820	21.1%
Public Works	232,466	686,100	33.9%
Buildings	110,919	1,003,300	11.1%
Transfers Out	982,716	55,356,967	1.8%
Total Expenditures	5,726,788	75,650,137	7.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**3,926,671**	**(39,964,426)**	
Prior Period Adjustment			
Ending Fund Balance*	**61,707,353**	**17,816,256**	

** - Unaudited*

33% of the fiscal year has elapsed



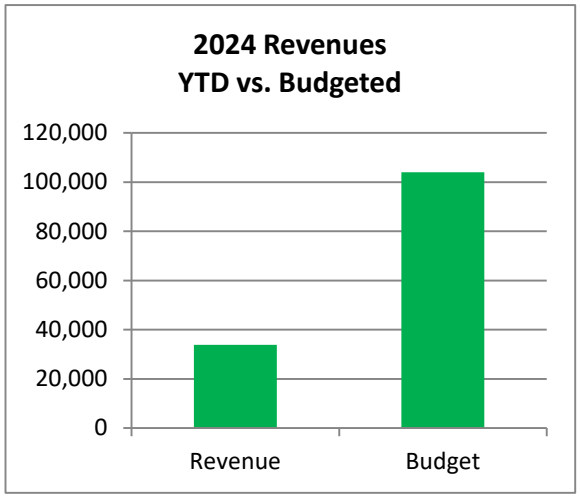


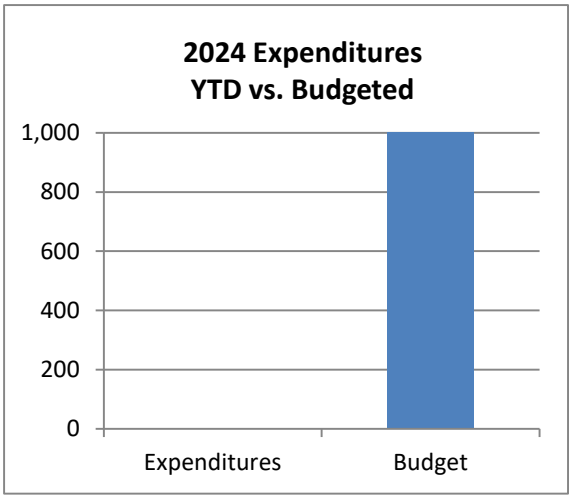
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Conservation Trust Fund
Period Ending April 30, 2024
Unaudited

Conservation Trust Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	264,069	264,069	
Revenues:			
Intergovernmental	31,440	100,000	31.4%
Earnings on Investment	2,328	4,000	58.2%
Total Operating Revenues	33,767	104,000	32.5%
Expenditures:			
Operations	-	-	
Capital Outlay	-	350,000	0.0%
Total Expenditures	-	350,000	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**33,767**	**(246,000)**	
Ending Fund Balance*	**297,836**	**18,069**	

** - Unaudited*

33% of the fiscal year has elapsed



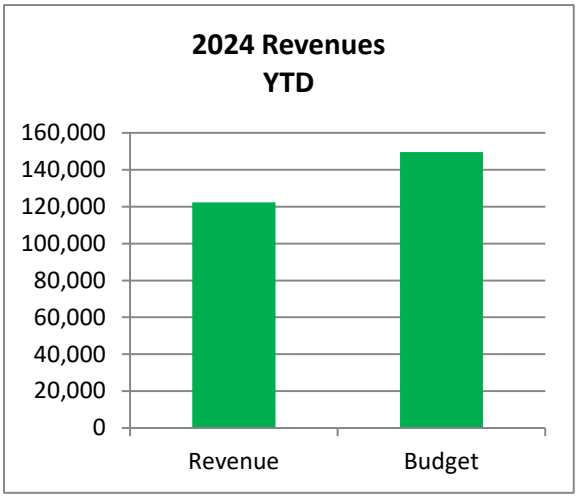


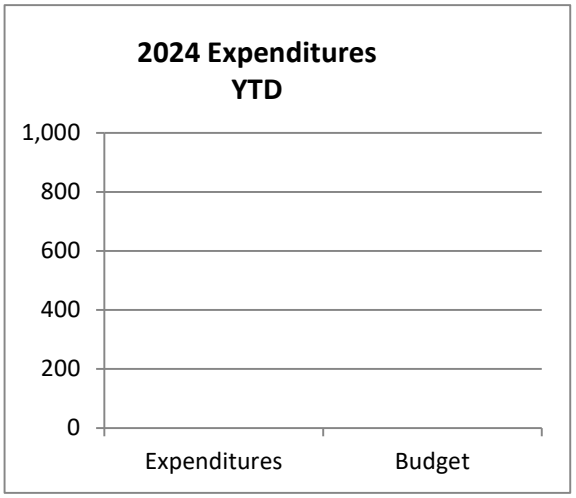
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Arts and Culture Fund
Period Ending April 30, 2024
Unaudited

Arts & Culture Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance	62,558	62,558	
Revenues:			
Intergovernmental	122,377	149,580	81.8%
Earnings on Investment	-		
Total Operating Revenues	122,377	149,580	
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**122,377**	**149,580**	
Ending Fund Balance*	**184,935**	**212,138**	

** - Unaudited*

33% of the fiscal year has elapsed



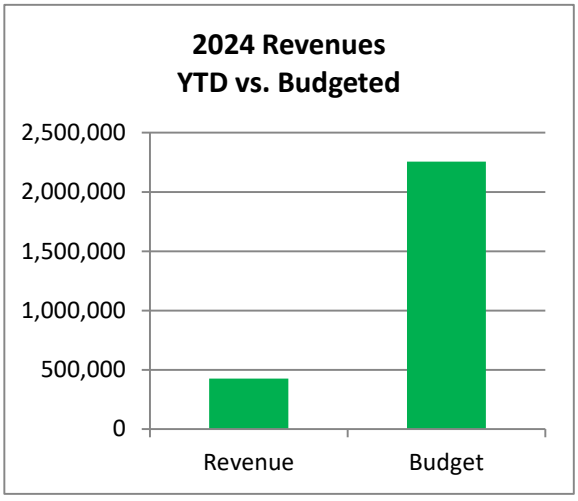


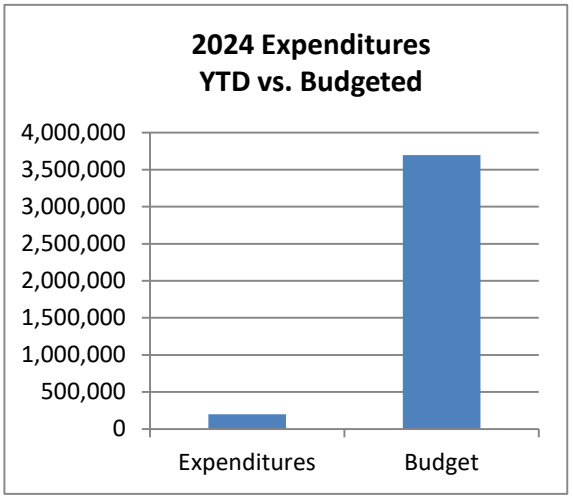
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Parks and Open Space Fund
Period Ending April 30, 2024
Unaudited

Parks and Open Space Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	8,104,788	8,104,788	
Revenues:			
Taxes & Fees	313,076	1,024,950	30.5%
License & Permit	240	500	48.0%
Earnings on Investment	54,781	50,000	109.6%
Miscellaneous Revenue	56,549	41,000	137.9%
Transfers In	0	1,140,000	0.0%
Total Operating Revenues	424,646	2,256,450	18.8%
Expenditures:			
Operations	157,206	1,621,450	9.7%
Capital Outlay	42,668	2,076,000	2.1%
Transfers Out	-	-	
Total Expenditures	199,874	3,697,450	5.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**224,772**	**(1,441,000)**	
Ending Fund Balance*	**8,329,560**	**6,663,788**	

** - Unaudited*

33% of the fiscal year has elapsed



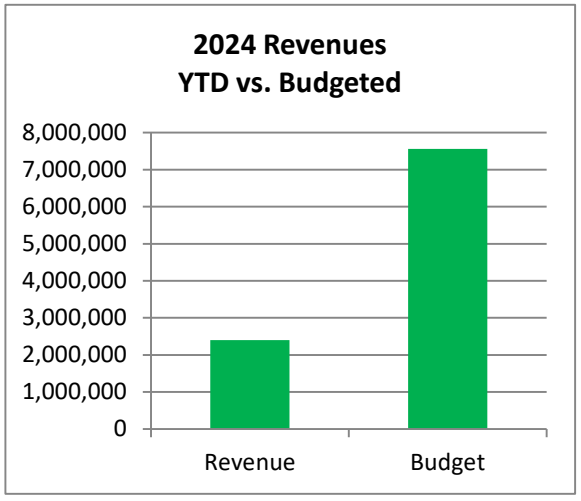


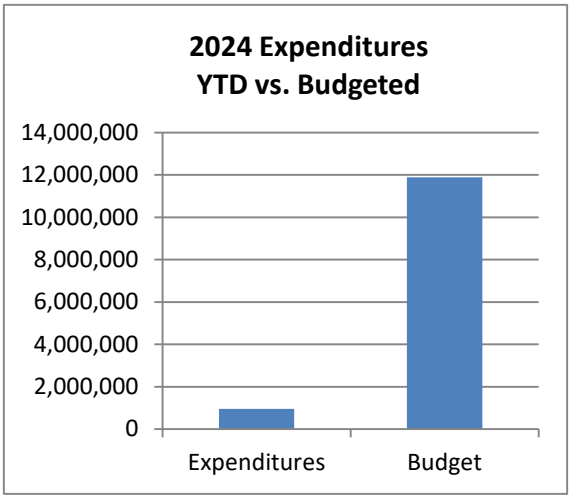
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Street and Alley Fund
Period Ending April 30, 2024
Unaudited

Street and Alley Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	20,727,786	20,727,786	
Revenues:			
Taxes & Fees	1,464,947	5,080,000	28.8%
Intergovernmental	-	115,000	0.0%
Charges for Services	355,798	985,000	36.1%
Capital Investment Fees	447,277	1,276,375	35.0%
Earnings on Investment	134,819	100,000	134.8%
Miscellaneous Revenues	40	1,000	4.0%
Tranfers In	-	-	
Total Operating Revenues	2,402,881	7,557,375	31.8%
Expenditures:			
Operations & Maintenance	745,497	5,501,250	13.6%
Capital	202,077	6,384,000	3.2%
Total Expenditures	947,574	11,885,250	8.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**1,455,307**	**(4,327,875)**	
Ending Fund Balance*	**22,183,093**	**16,399,911**	

** - Unaudited*

33% of the fiscal year has elapsed



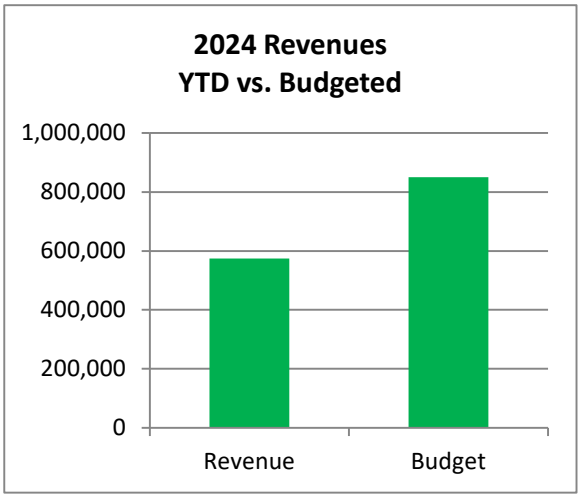


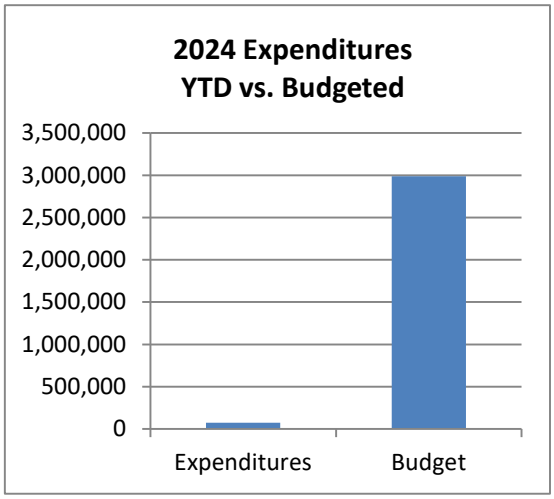
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Capital Projects Fund
Period Ending April 30, 2024
Unaudited

Capital Projects Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,830,773	10,830,773	
Revenues:			
Taxes and Fees	370,977	800,000	46.4%
Miscellaneous Revenue	-	-	
Interest	202,876	100,000	202.9%
Transfers In	-	(50,000)	0.0%
Total Operating Revenues	573,853	850,000	67.5%
Expenditures:			
Capital Outlay	73,675	2,988,500	2.5%
Transfers Out	-	-	
Total Expenditures	73,675	2,988,500	2.5%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**500,178**	**(2,138,500)**	
Ending Fund Balance*	**11,330,951**	**8,692,273**	

** - Unaudited*

33% of the fiscal year has elapsed



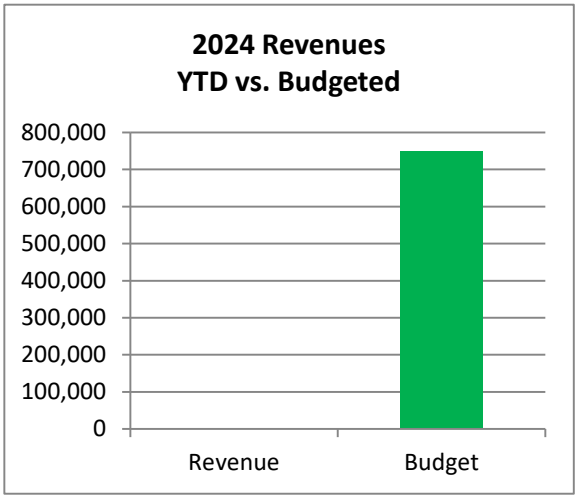


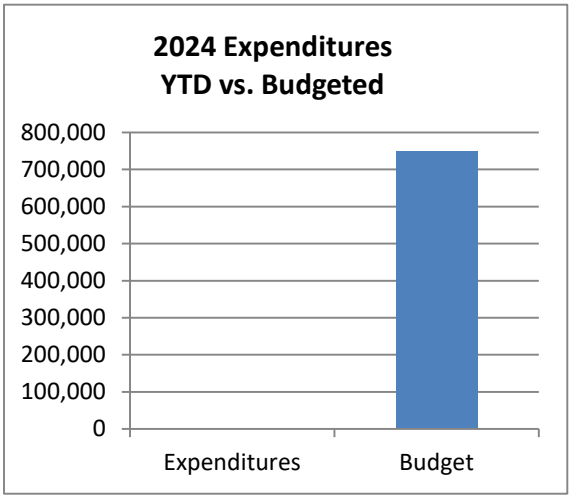
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Tax Allocation Fund
Period Ending April 30, 2024
Unaudited

Tax Allocation Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	41,435	41,435	
Revenues:			
Taxes & Fees	-	750,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	750,000	0.0%
Expenditures:			
Miscellaneous	-	750,000	0.0%
Total Expenditures	-	750,000	0.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**-**	**-**	
Ending Fund Balance*	**41,435**	**41,435**	

** - Unaudited*

33% of the fiscal year has elapsed



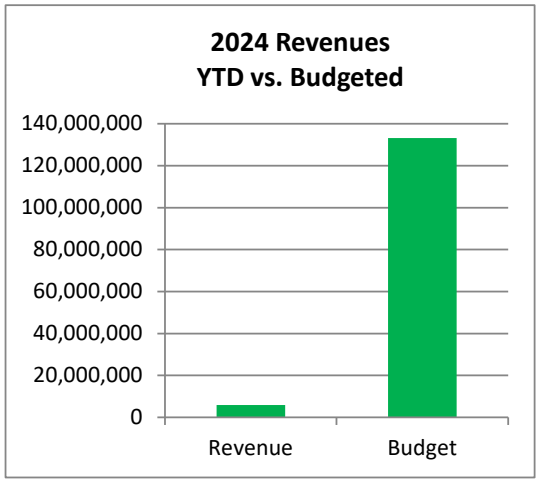


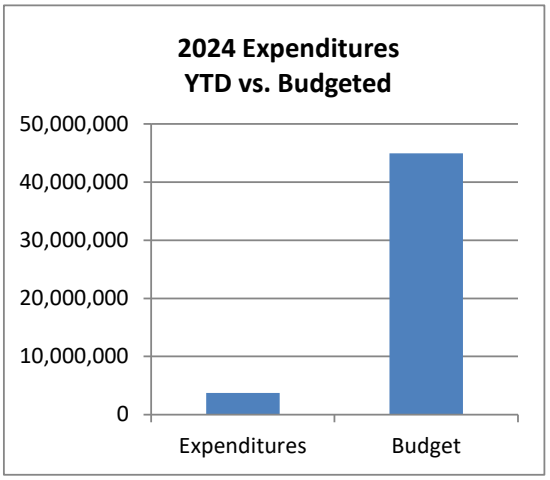
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Water Fund
Period Ending April 30, 2024
Unaudited

Water Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Cash Balance*	23,133,505	23,133,505	
Revenues:			
Charges for Services	1,563,689	5,935,000	26.3%
Total Operating Revenues	1,563,689	5,935,000	26.3%
Expenses:			
Administration	55,609	304,100	18.3%
Operations	1,504,367	6,185,450	24.3%
Capital Outlay	1,890,317	37,477,500	5.0%
Depreciation	276,825	994,200	27.8%
Transfers Out	-	-	
Total Operating Expenses	3,727,117	44,961,250	8.3%
Operating Income (Loss)	(2,163,428)	(39,026,250)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,202,582	1,397,933	86.0%
Capital Investment Fees	1,015,769	1,100,925	92.3%
Misc. Revenues	1,755,403	52,536,000	3.3%
Interest	287,153	250,000	114.9%
Debt Proceeds	0	72,000,000	0.0%
Total Non-Operating Revenues (Expenses)	4,260,907	127,284,858	3.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**2,097,479**	**88,258,608**	
Ending Cash Balance*	**25,230,984**	**$ 111,392,113**	

** - Unaudited*

33% of the fiscal year has elapsed



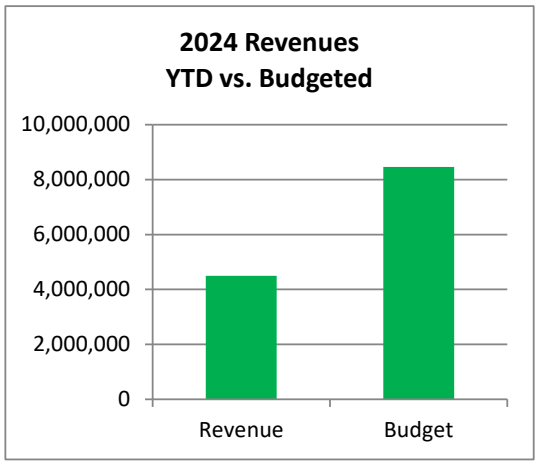


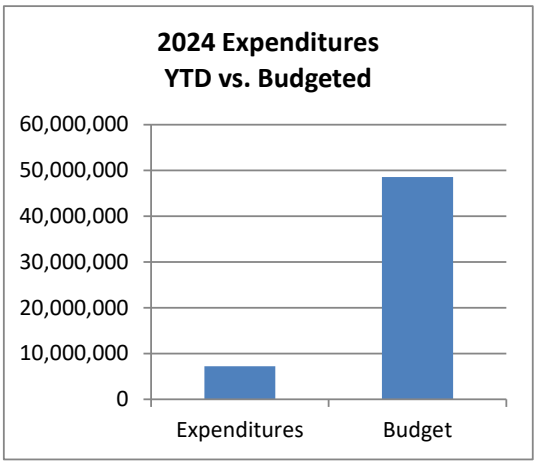
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending April 30, 2024
Unaudited

Sewer Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Cash Balance*	67,754,753	67,754,753	
Revenues:			
Charges for Services	1,321,573	3,795,000	34.8%
Total Operating Revenues	1,321,573	3,795,000	34.8%
Expenses:			
Administration	55,241	292,100	18.9%
Operations	666,548	2,626,440	25.4%
Capital Outlay	6,046,931	41,722,500	14.5%
Depreciation	439,113	1,125,300	39.0%
Debt Service	-	2,767,650	0.0%
	-	-	
Total Operating Expenses	7,207,834	48,533,990	14.9%
Operating Income (Loss)	(5,886,261)	(44,738,990)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	2,032,374	4,138,775	49.1%
Misc. Revenues	-	25,000	0.0%
Interest	1,141,323	500,000	228.3%
Transfers In/(Out)	-	-	
Total Non-Operating Revenues (Expenses)	3,173,697	4,663,775	68.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(2,712,564)**	**(40,075,215)**	
Ending Cash Balance*	**65,042,189**	**27,679,538**	

** - Unaudited*

33% of the fiscal year has elapsed



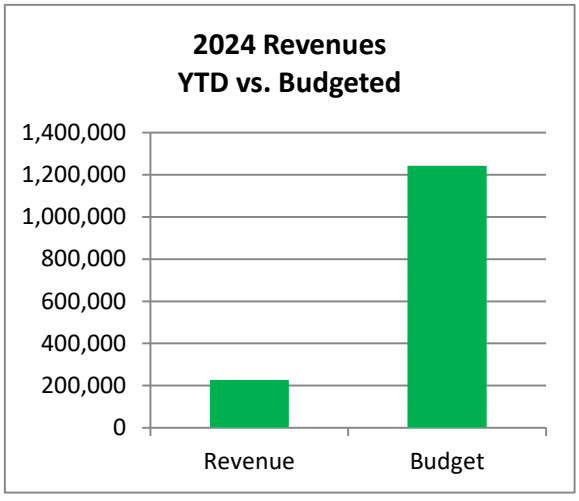


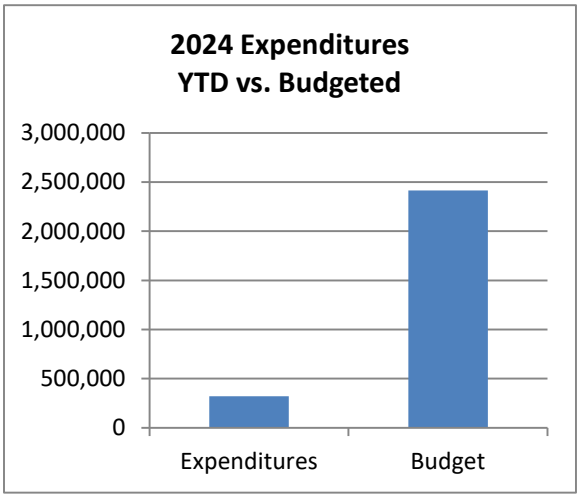
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Drainage Fund
Period Ending April 30, 2024
Unaudited

Drainage Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Cash Balance*	4,247,725	4,247,725	
Revenues:			
Charges for Services	188,250	525,000	35.9%
Total Operating Revenues	188,250	525,000	35.9%
Expenses:			
Administration	39,510	164,390	24.0%
Operations	71,461	1,213,100	5.9%
Capital Improvements	211,212	1,038,400	20.3%
Transfer Out	-	-	
Total Operating Expenses	322,183	2,415,890	13.3%
Operating Income (Loss)	(133,933)	(1,890,890)	
Non-Operating Revenues (Expenses)			
Capital Revenues	-	220,000	0.0%
Misc. Revenues	-	457,560	0.0%
Interest	38,581	40,000	96.5%
Total Non-Operating Revenues (Expenses)	38,581	717,560	5.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	**(95,352)**	**(1,173,330)**	
Ending Cash Balance*	**4,152,373**	**3,074,395**	

** - Unaudited*

33% of the fiscal year has elapsed



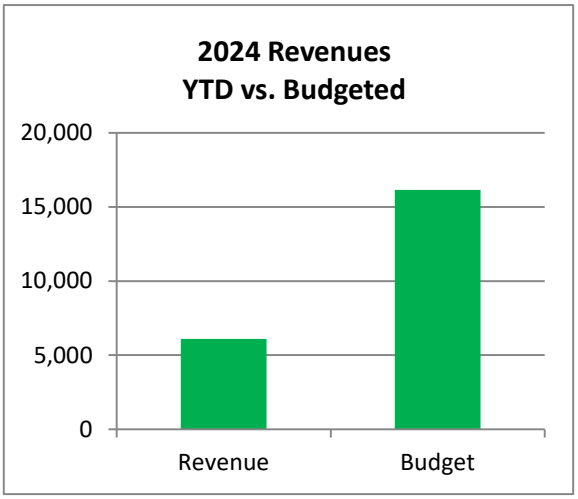


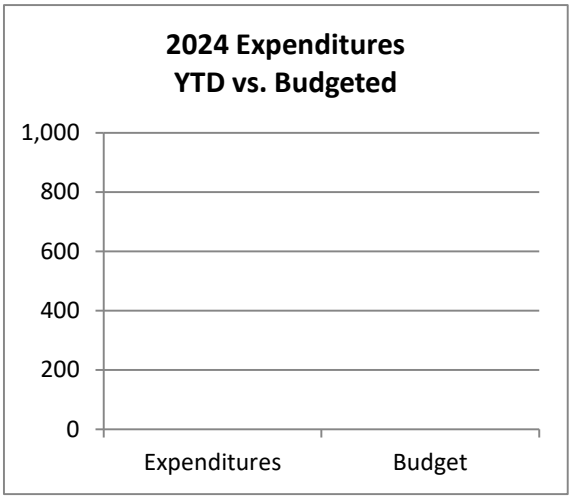
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Cemetery Perpetual Fund
Period Ending April 30, 2024
Unaudited

Cemetery Perpetual Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	186,411	186,411	
Revenues:			
Miscellaneous Revenue	3,835	12,560	30.5%
Earnings on Investment	2,255	3,600	62.6%
Total Operating Revenues	6,090	16,160	37.7%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**6,090**	**16,160**	
Ending Fund Balance*	**192,501**	**202,571**	

** - Unaudited*

33% of the fiscal year has elapsed



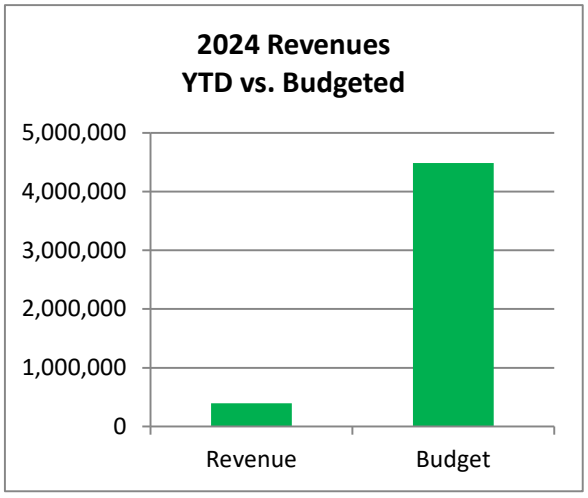


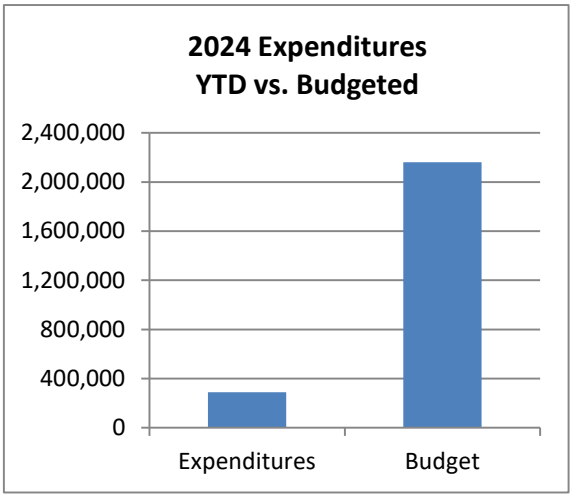
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Library Fund
Period Ending April 30, 2024
Unaudited

Library Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	10,477,955	10,477,955	
Revenues:			
Intergovernmental	-	1,292,842	0.0%
Miscellaneous Revenue	98	13,500	0.7%
Capital Investment Fees	172,977	373,950	46.3%
Interest	47,351	500,000	9.5%
Transfers In	177,015	2,304,387	7.7%
Total Operating Revenues	397,440	4,484,679	8.9%
Expenditures:			
Operations	288,838	2,161,500	13.4%
Capital Outlay	-	-	
Total Expenditures	288,838	2,161,500	13.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**108,602**	**2,323,179**	
Ending Fund Balance*	**10,586,557**	**12,801,134**	

** - Unaudited*

33% of the fiscal year has elapsed



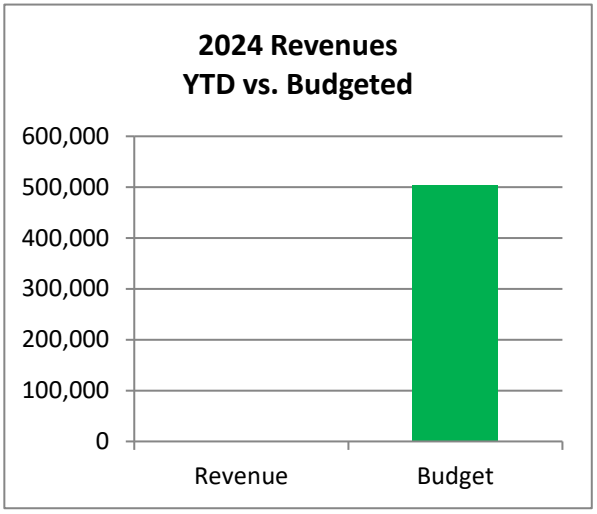


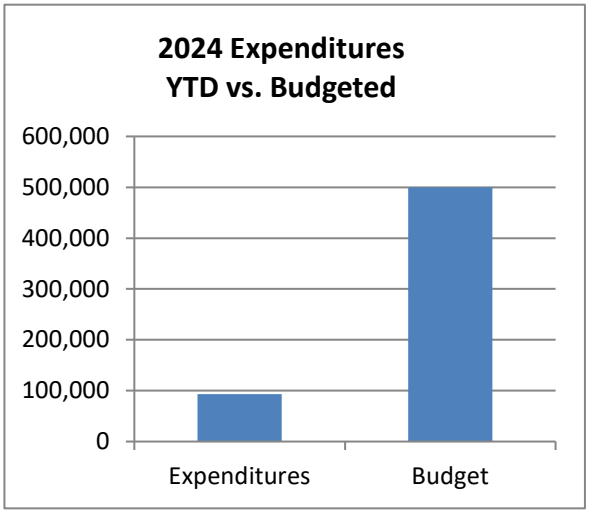
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in Fund Balances - Recreation Center Fund
Period Ending April 30, 2024
Unaudited

Recreation Center Fund	2024 Actuals April	2024 Adopted Budget	% Complete
Beginning Fund Balance*	(210,959)	(210,959)	
Revenues:			
State Grants	-	0	
Transfers In	-	503,000	0.0%
Earnings on Investment	-	-	
Total Operating Revenues	-	503,000	
Expenditures:			
Operations & Maintenance	93,221	500,000	18.6%
Capital Outlay	-	-	
Total Expenditures	93,221	500,000	18.6%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	**(93,221)**	**3,000**	
Ending Fund Balance*	**(304,180)**	**(207,959)**	

** - Unaudited*

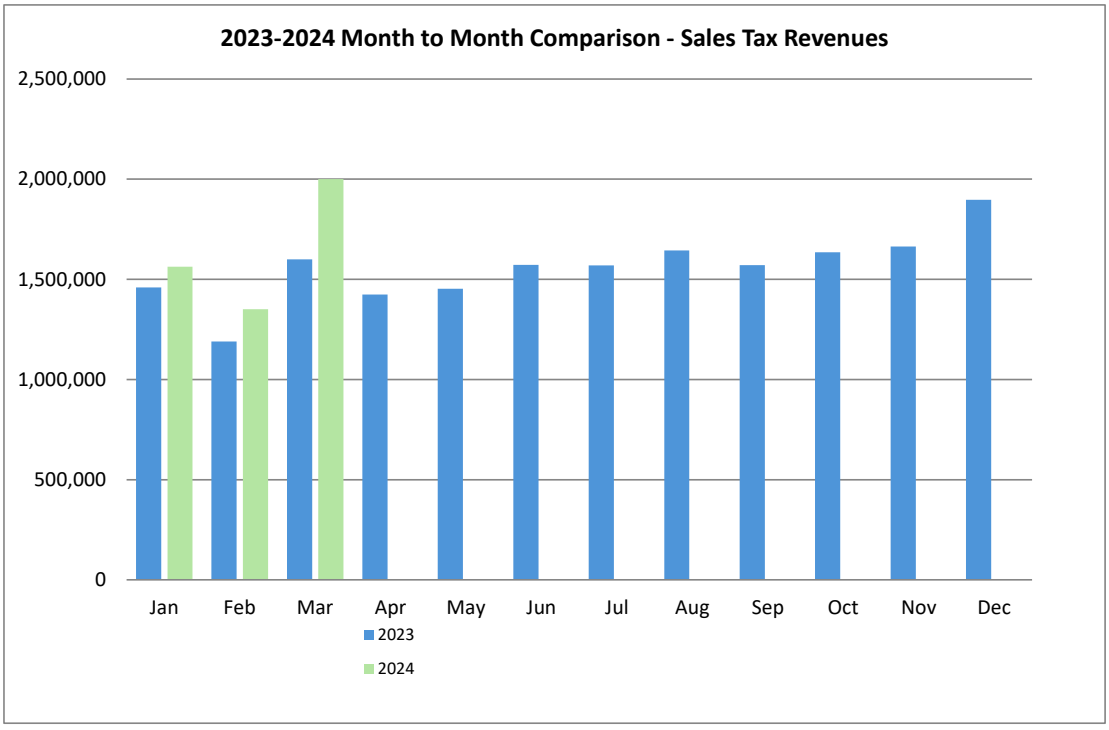
33% of the fiscal year has elapsed





Sales Tax Analysis and Comparison
2024

Month/Year	Sales Tax Collected*	Motor Vehicle Sales Tax Collected*	Total Sales Taxes Collected*
Jan-23	1,253,344	206,448	1,459,793
Feb-23	1,031,160	158,696	1,189,856
Mar-23	1,371,163	228,725	1,599,889
Apr-23	1,207,378	216,749	1,424,127
May-23	1,221,469	231,435	1,452,904
Jun-23	1,357,563	214,427	1,571,991
Jul-23	1,367,884	201,692	1,569,576
Aug-23	1,378,748	265,284	1,644,032
Sep-23	1,406,057	164,870	1,570,927
Oct-23	1,380,649	254,030	1,634,679
Nov-23	1,503,878	159,736	1,663,613
Dec-23	1,706,666	189,961	1,896,626
2023 Total	**16,185,959**	**2,492,054**	**18,678,013**
Jan-24	1,323,032	240,170	1,563,202
Feb-24	1,189,197	161,549	1,350,746
Mar-24	1,810,816	189,273	2,000,089
Apr-24	0	0	0
May-24	0	0	0
Jun-24	0	0	0
Jul-24	0	0	0
Aug-24	0	0	0
Sep-24	0	0	0
Oct-24	0	0	0
Nov-24	0	0	0
Dec-24	0	0	0
2024 Total	**4,323,045**	**590,992**	**4,914,037**
Jan - Mar 2023	3,655,668	593,870	4,249,537
Jan - Mar 2024	4,323,045	590,992	4,914,037
% Increase (Decrease)	18.26%	-0.48%	15.64%



* Amounts shown reflect different reporting periods for various entities.

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Fractional Water Share- Redstone Hills, Lot 54

ATTACHMENTS: 1. Fractional Water Share Application Agreement

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Fractional Water Share Application Request for the property located at 1132 N. 5th Street by T3, Inc. This property is within the Redstone Hills Subdivision and is also known as parcel number 105905331054. The applicant is requesting a fractional water share to connect to water and sewer on the property. The property has been vacant and has no water attached to the lot.

Section 13-155 of the Johnstown Municipal Code provides guidance on the dedication of water for a single-family resident. The code section is as follows:

Sec. 13-116. - Water dedication rate.

> (a) A single-family equivalent without a separate non-potable irrigation system shall require the dedication of 0.50 acre-feet of water per residence for a landscaped lot consisting of less than or equal to 3,000 square feet. The 0.50 acre-feet per residence consists of 0.33 acre-feet of water for in-home consumptive use and 0.17 acre-feet of water for irrigation. This shall be the basis for a single-family equivalent (SFE).

Pursuant to the above, 0.5 acre-feet needs to be purchased for this property. Given the small volume of water and inability to purchase this volume on the market, Staff is recommending a sale of water from the Town's water bank, which was established in 2020. The market rate for an acre-foot (1 AF) of water is currently set at $90,000. The recommended sale price for 0.5 AF of water is $45,000. This price is in addition to the $300 water court transfer fee as required by the Town. The total recommended final price for this water is $45,300.

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:

NA

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Fractional Water Share Agreement for Lot 54 in Redstone Hills

---

Reviewed and Approved for Presentation,

Town Manager

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

FRACTIONAL WATER SHARE APPLICATION

APPLICANT NAME: T3 Inc.

ADDRESS: 3424 Syrah Street

CITY: Evans STATE: CO ZIP CODE: 80634

EMAIL ADDRESS: TTabs79@gmail.com PHONE: (303) 775-5962

SITE REQUESTING WATER

OWNER: Tyson Tabler PARCEL NO. 105905331054

ADDRESS: 1132 N 5th Street COUNTY: ☑ WELD ☐ LARIMER

CITY: Johnstown STATE: CO ZIPCODE: 80534

JUSTIFICATION FOR REQUEST:

~~Construction of new home~~

APPLICANT SIGNATURE **DATE** 5/14/24

**Attach completed Water Demand Worksheet with application.*

Submit AFTER Building Permit Application is accepted by the Town, paid prior to Issuance.

TOWN USE ONLY

RECOMMENDATION: ☒ **APPROVE** ☐ **DENY**

WATER AMOUNT: 0.5AF PRICE: $45,300.00/100 ($45,000 WATER SHARE & $300 TRANSFER)

TOWN MANAGER SIGNATURE DATE 4/24/24

TOWN COUNCIL: ☐ **APPROVE** ☐ **DENY**

DEDICATION AMOUNT:

COST: _____ DATE _____

The Community that Cares

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Water and Sewer Service Agreement for Thompson River Flex

ATTACHMENTS: 1. Water and Sewer Service Agreement

PRESENTED BY: Lilly Cory, Planner I

AGENDA ITEM DESCRIPTION:

The Developer, SC 2534 Flex, LLC, has received administrative approval for a Flex Use Site Development Plan consisting of 2 buildings with 8 tenant spaces in each building, totaling 65,700 square feet. The buildings will be located in the 2534 development near Scheels.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	4.42	0.22
Permanent Landscape Irrigation	1.57	1.33
Total	**5.99**	**1.55**

The Water and Sewer Service Agreement provides the estimated in-building water demand of 4.42 AF for two light industrial buildings. The irrigation water demand has been estimated using the 2534 Master Association demand rate of 2.5 Acre-feet/acre; for a total irrigation demand of 1.57 AF.

The total annual demand for the site is 5.99 AF. The 2534 Master Association will provide water from the Potable Water bank for the in-building water demand and non-potable for the irrigation demand for the site, as captured in Exhibit B.

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 Water Attorney provided the Water and Sewer Service Agreement presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement with SC 2534 Flex, LLC.

Reviewed and Approved for Presentation,

Town Manager

WATER AND SEWER SERVICE AGREEMENT

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2024, by and between **SC 2534 FLEX, LLC,** a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation, ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer owns an interest in land in Larimer County located in Lots 12-15 in Block 10 of 2534 Filing No. 6, also known as 4556 & 4532 Endeavor Drive and 4577 & 4525 Venture Drive, Johnstown, Colorado, and more specifically described in the attached Exhibit A ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town and was the subject of an Annexation Agreement dated November 3, 2006; and

WHEREAS, the Subject Property is being developed as an approximately 65,700 square-foot flex space with 0.07 acre of spray irrigated landscape and 0.56 acre of drip irrigated landscape, known as the 25/34 Flex ("Project"); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated May 31, 2023. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated February 2, 2024, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Project is as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	4.42	0.22
Landscape Irrigation (non-potable)	1.57	1.33
Total	5.99	1.55

2. **Water Rights Dedication.**

a. **Potable Supply.** As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

b. **Non-Potable Supply.** As a result of prior dedications of raw water credit, there is currently a surplus dedication credit with the Town sufficient to supply the non-potable water demands of the Project from the 2534 Master Association Water Bank. The Gerrard Family Partnership, LLLP and Thompson Ranch Development Company have agreed that this credit shall be applied to meet the non-potable water demands of the Project. Evidence of the agreement is attached hereto and incorporated herein by reference as Exhibit B.

3. **Commitment to serve.** Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 4.42 acre-feet per year of potable water supply together with the corresponding sewer service, and up to 1.57 acre-feet per year of non-potable water supply for landscape irrigation.

4. **Future review of water usage and dedication requirements.** In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project at a point in time after water usage has been established, to confirm the adequacy of the water demand projections made by the Developer and to require additional water rights dedication and/or cash-in-lieu payments based on actual water usage.

5. **Payment of Water Court Transfer fees.** The Water Court transfer fee for both the potable water supply and non-potable water supply was previously paid to the Town as part of the 2534 Master Association Water Bank. However, in accordance with the Ordinance, additional fees may be required in connection with future development of any portion of the Subject Property.

6. **Notices.** All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered, mailed postage prepaid, certified mail, return receipt requested, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

SC 2534 Flex, LLC
4184 St. Cloud Dr #204
Loveland, CO 80538
Email: philip.schuman@gmail.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

7. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence a legal action, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This Agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

18. Recordation. This Agreement shall be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado. This Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

Signatures follow

SC 2534 FLEX, LLC

By: _____
Name: Phillip Schuman
Title: Managing Member

STATE OF COLORADO)
) ss
COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me this 7 day of May, 2024 by Phillip Schuman as the Managing Member of SC 2534 Flex, LLC.

Witness my hand and official seal.

WHITLEY BRUMMER
Notary Public
State of Colorado
Notary ID # 20224001632
My Commission Expires 01-12-2026

Whitley
Notary Public
1550 E Harmony Rd
Fort Collins CO 80525
Address
970-267-6980
Telephone

My Commission Expires: 01-12-2026

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

EXHIBIT B

RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate raw water credit from the Gerrard Family Partnership, LLLP and Thompson Ranch Development Company raw water credit account held by the Town of Johnstown, known as the "2534 Master Association Water Bank," to provide water service to SC 2534 Flex, LLC, a Colorado limited liability company ("Owner"), for the development known as the 25/34 Flex ("Development"), and to any successor occupant of the premises pursuant to a Water and Sewer Service Agreement ("WSSA") to be executed between Owner and the Town. The amount of such allocated raw water credit is calculated to be 4.42 acre-feet per year for potable in building use and 1.57 acre-feet per year for non-potable irrigation use, subject to adjustment pursuant to the terms of the WSSA and the Johnstown Municipal Code.

The premises referenced herein are described on Exhibit A to the WSSA.

The undersigned certify that they are authorized to execute this Raw Water Allocation Acknowledgment on behalf of Gerrard Family Partnership, LLLP and Thompson Ranch Development Company.

THE GERRARD FAMILY PARTNERSHIP, LLLP

_____ Dated: _____

Nathan Gerrard, Managing Partner
The Gerrard Family Limited Partnership, LLLP

THOMPSON RANCH DEVELOPMENT COMPANY

_____ Dated: _____

Todd Williams, Vice President
Thompson Ranch Development Company

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

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Water Service Agreement – J-25 Land Holdings, LLC, North Ridge - Right of Way Irrigation

ATTACHMENTS: 1. Water Service Agreement

PRESENTED BY: Tyler Smith, Planner II

AGENDA ITEM DESCRIPTION:

The applicant, J-25 Land Holdings, LLC, has received approval for the North Ridge Subdivision. All water is used for landscaping purposes within right of way, no new buildings or structures are included in this application.

The annual landscaping irrigation water demand is estimated at 0.70 acre-feet.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Landscaping Irrigation	0.70	0.60
Total Potable	**0.70**	**0.60**

The Developer has obtained 0.70 AF of water per year from the existing raw water credit available in the Caliber Water Bank.

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*

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement for J-25 Land Holdings, LLC., North Ridge - Right of Way Irrigation

---

Reviewed and Approved for Presentation,

Town Manager

WATER SERVICE AGREEMENT
(North Ridge Right of Way Irrigation)

THIS WATER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between **J-25 Land Holdings, LLC**, a Delaware limited liability company ("Developer"), the **Town of Johnstown**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties."

WITNESSETH:

WHEREAS, the Developer is the owner of land situated in a portion of the West Half of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, known as North Ridge, more specifically described on Exhibit A, attached hereto and incorporate herein by reference ("Subject Property"); and

WHEREAS, on or about September 30, 2022, the Town and CaliberCos, Inc., a Delaware corporation ("Caliber"), among others, entered into a Water Dedication and Water Bank Agreement, which, upon the dedication of raw water to the Town, established the Caliber Water Bank and provided Caliber with the right to allocate the raw water from the Caliber Water Bank to uses within the Town; and

WHEREAS, the Developer is developing infrastructure in and around the Subject Property for The North Ridge subdivision, which consists of, among other facets, irrigable manicured landscape areas within the rights of way area along the Interstate 25 Southeast Frontage Road ("Project"); and

WHEREAS, the Developer seeks to use raw water from the Caliber Water Bank for the Project; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning the use of the Caliber Water Bank, preliminary projections of water demand and a commitment by the Town for water service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water Demand Study. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated August 28, 2023. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated September 6, 2023, is hereby accepted by the Town as to the irrigation water demands. The analysis sets forth the projected water demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Irrigation (Permanent)	0.70	0.60
Total water use	**0.70**	**0.60**

2. Water Rights Dedication. Based on the consent of Caliber, as evidenced by Exhibit B, attached hereto and incorporated herein by reference, the Town agrees that the required 0.70 acre-feet of raw water credit for the Project will be allocated from the water stock contained in the Caliber Water Bank.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 0.70 acre-feet per year of water supply for approximately 0.70 acres of permanent xeriscape.

4. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments if necessary, based on actual water usage. The additional water rights shall be dedicated by the Developer, a metropolitan district providing covenant enforcement or by the operative homeowners' association.

5. Payment of Water Court Transfer fees. Upon execution of this Agreement, the Developer shall pay to the Town the sum of Three Hundred Dollars ($300.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 0.70 acre-feet per year of estimated water demand and estimated consumptive use of 0.56 acre-feet per year (2 SFE) for the Project. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email. All notices shall be addressed as follows:

TO DEVELOPER:
J-25 Land Holdings, LLC
Attn: Roy Bade
Copy: Courtney Bring
8901 E Mountain View Rd, Suite 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com
Email: Courtney.Bring@Caliberco.com

WITH A COPY TO:

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email: HHill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.

Coan, Payton & Payne, LLC
Attn: G. Brent Coa, Esq.
103 W. Mountain Ave., Suite 201
Fort Collins, CO 80524
Email: gbcoan@cp2law.com

Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
Email: peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

7. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship

17. Recordation. This Agreement may be recorded by the Town at the Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

(Remainder of page intentionally left blank.)

J-25 Land Holdings LLC
By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager
By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member
By: Caliber Companies, LLC, an Arizona limited liability company, as Manager
By: Calibercos, Inc., a Delaware corporation, as its sole Member

_____
Jennifer Schrader, Director

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of May 2024, by Jennifer Schrader, as Authorized Signor, J-25 Land Holdings, LLC.

Witness my hand and official seal.

My commission expires:_____

_____
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A
Subject Property

LEGAL DESCRIPTION

Parcel 1:

A portion of the Northwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows;

Considering the West line of said South Quarter as bearing North 00°20'30" East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto;

Commencing at the South Quarter Corner of said Section 22; thence North 00°20'30" East, along the West Line of the Southeast Quarter Section 22, a distance of 2,627.22 feet to the North line of the Northwest Quarter of the Southeast Quarter of Section 22 Township 5 North, Range 68 West of the Sixth Principal Meridian; thence North 89°47'34" East, along said North line, a distance of 75.00 feet to a point on the West line of said parcel as described in Book 742 at Page 168, said point being the POINT OF BEGINNING; thence continuing North 89°47'34" East, along said North line, a distance of 1,245.21 feet to the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 22; thence South 00°18'28" East, along the East line of said Northwest Quarter of the Southeast Quarter, a distance of 1,310.93 feet; thence South 89°45'05" West, along said South line of the Northwest Quarter of the Southeast Quarter of said Section 22 a distance of 884.81 feet to the Easterly right-of-way of Interstate Highway 25 Frontage Road, as contained in Reception No. 20180039395; thence along right-of-way North 42°26’48” West, 88.01 feet to a point on a tangent curve concave to the Northeast, having a central angle of 35°19’59” and a radius of 1,145.00 feet and the chord of which bears North 24°47’53” West a distance of 694.96 feet; thence along the arc of said curve 706.10 feet; thence North 22°48’11” West 51.45 feet to the East line of that parcel of land described in Book 742 at Page 168 of said Larimer County records; thence North 00°20'30" East, along said East line, and along the East line of said Parcel as described in Book 742 at Page 168, a distance of 567.00 feet to the POINT OF BEGINNING.

Parcel 2:

A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:

Considering the West line of said Southeast Quarter as bearing North 00°20’30” East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto; Commencing at the South Quarter Corner of said Section 22; thence North 00°20’30” East, along the West Line of the Southeast Quarter Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45’05” East, 449.05 feet to the POINT OF BEGINNING; thence continuing along said North line North 89°45’05” East, 884.81 feet to the East line of the Southwest Quarter of the Southeast Quarter; thence along said East line; South 00°04’42” East, 1,205.63 feet to the Easterly Colorado State Highway 402; thence along said Right-of-Way North 28°09’47” West, 104.15 feet to a point on a curve concave to the Southwest having a central angle of 40°47’24”, a

radius of 589.00 feet and chord of which bears North 23°51’05” West, 410.52 feet; thence along the arc of said curve 419.32 feet; thence North 42°25’32” West, 995.05 feet to the Point of Beginning.

Parcel 3:

A parcel located in the Southwest Quarter of the Southeast Quarter of Section 22, Township 5 North, Range 68 West of the Sixth Principal Meridian, County of Larimer, State of Colorado, more particularly described by metes and bounds as follows:

Considering the West line of said Southeast Quarter as bearing North 00°20’30” East according to a deed recorded in Book 742 at Page 168 of said Larimer County records, between the monuments shown and described hereon, with all bearings contained herein relative thereto; Commencing at the South Quarter Corner of said Section 22; thence North 00°20’30” East, along said West Line of the Southeast Quarter of Section 22, a distance of 1,313.61 feet to the North line of the Southwest Quarter of the Southeast Quarter; thence continuing along said North line North 89°45’05” East, 166.97 feet to a point on the State Highway Right-of-Way point also being the POINT OF BEGINNING of Parcel B; thence continuing along the Right-of-Way the following ten courses, South 02°40’46” East, 221.97 feet; thence South 10°51’06” East, 200.00 feet; thence South 23°03’56” East, 792.37 feet; thence South 64°19’33” East, 119.42 feet; thence South 82°15’14” East, 305.42 feet; thence North 89°45’35” East, 123.74 feet; thence North 43°46’23” East, 152.40 feet; thence North 34°23’15” East 20.41 feet to a point on a curve concave to the Southwest having a central of 40°28’02” a radius of 479.00 feet and the chord of which bears North 24°00’46” West, 331.32 feet; thence along the arc of said curve 338.31 feet; thence tangent from said curve North 42°25’48” West, 1084.77 feet to a point on a curve concave to the Northeast having a central angle of 00°36’52” a radius of 1,251.38 feet and the chord of which bears North 42°14’10” West, 13.42 feet; thence along the arc of said curve 13.42 feet; thence departing said Right-of-Way and along said line South 89°45’05” West 133.69 feet to the Point of Beginning.

Said parcel contains 2,605,773 Square Feet or 59.820 Acres more or less by this survey.

EXHIBIT B
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate 0.70 acre-feet of raw water from the Caliber Water Bank to J-25 Land Holdings, LLC, a Delaware limited liability company ("Developer"), for right of way associated with the North Ridge subdivision, pursuant to that certain Water Service Agreement ("WSA") to be executed between the Town and the Developer.

The undersigned certify that he/she is authorized to execute this Raw Water Allocation Acknowledgment on behalf of CaliberCos, a Delaware limited liability company, the owner of the Caliber Water Bank.

CALIBERCOS INC., a Delaware Corporation

By: _____
Name: _____
Its: Chief Executive Officer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, by _____, as Chief Executive Officer of Calibercos, Inc.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Second Amendment To Subdivision Development And Improvement Agreement For East Ledge Rock Center, Filing No. 3

ATTACHMENTS: 1. Second Amendment To Subdivision Development And Improvement Agreement For East Ledge Rock Center, Filing No. 3

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

ITEM DESCRIPTION:

In January of 2023, the Town entered into a Subdivision Development and Improvement Agreement (Agreement) with Ledge Rock Center, LLC for Filing No. 3 of East Ledge Rock Center subdivision. That agreement contained standard conditions and requirements for development, along with special conditions unique to the project. Special conditions were included in an exhibit to said Agreement, labeled as Exhibit B-3.

In October of 2023, a First Amendment to the Agreement (First Amendment) was approved by the Town. The First Amendment included specific revisions to Exhibit B-3. The purpose of this Second Amendment to the Subdivision Development and Improvement Agreement (Second Amendment) is to perform additional revisions to Exhibit B-3.

In summary, this Second Amendment proposes to remove the reference to the requirement that the Developer pay a fee associated with construction of the West Johnstown Water Tank, because such fee has since been incorporated into the Johnstown Municipal Code and is required prior to issuance of building permits. In addition, a phasing plan is being introduced to support the orderly and continued development of the project.

STRATEGIC PLAN ALIGNMENT:

- Quality Infrastructure & Facilities

- *Expect high-quality infrastructure construction.*

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:
Approve this Second Amendment to Subdivision Development and Improvement Agreement for East Ledge Rock Center, Filing No. 3

Reviewed and Approved for Presentation,

Town Manager

SECOND AMENDMENT TO
SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(East Ledge Rock Center, Filing No. 3)

This Second Amendment to Subdivision Development and Improvement Agreement ("Second Amendment"), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipality (the "Town"), and **Ledge Rock Center, LLC**, a Kansas limited liability company ("Developer"). The Town and Developer may be referred to collectively as the "Parties."

RECITALS

WHEREAS, on or about January 20, 2023, the Parties entered into that certain Subdivision Development and Improvement Agreement for Town of Johnstown (East Ledge Rock Center, Filing No. 3), recorded at Reception Number 4883358 in the Office of the Weld County Clerk and Recorder, concerning, among other matters, construction of Subdivision Improvements in the Development ("Agreement"); and

WHEREAS, the Agreement contains **Exhibit B-3**, attached thereto and incorporated therein by reference, providing additional terms, conditions and provisions related to the Development; and

WHEREAS, on or about October 9, 2023, the Parties entered into that certain First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (East Ledge Rock Center, Filing No. 3), modifying **Exhibit B-3** to the Agreement ("First Amendment"); and

WHEREAS, the Developer seeks to construct the Development in phases and desires to set forth a phasing plan; and

WHEREAS, the Town desires to accommodate the Developer's request and agrees to the phasing plan, subject to certain terms and conditions set forth in an amended version of **Exhibit B-3**; and

WHEREAS, the Parties also seek the removal of the reference to the requirement that the Developer pay a fee associated with construction of the West Johnstown Water Tank because such fee has been incorporated into the Johnstown Municipal Code and is required prior to issuance of building permits for the Development; and

WHEREAS, capitalized terms used herein not otherwise defined shall have the meaning set forth in the Agreement; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this Second Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Recitals set forth above are incorporated herein by reference.

2. Exhibit B-3. **Exhibit B-3**, in the form attached to the First Amendment, is hereby withdrawn and replaced in full with the form of **Exhibit B-3**, attached hereto and incorporated herein by reference.

3. Recording. This Second Amendment shall be recorded in the Office of the Weld County Clerk and Recorder.

4. Effect of Amendment. Except as expressly provided in this Second Amendment, the Agreement has not been amended, supplemented or altered in any way by this Second Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this Second Amendment, the provisions of this Second Amendment will govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Second Amendment, the Parties have set their hands below on this _____day of _____, 2024.

LEDGE ROCK CENTER, LLC

By:_____
Name: Michel Schlup
Title: Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2024, by Michel Schlup, as the managing member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.

My commission expires:

_____
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By:_____
Hannah Hill, Town Clerk

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

(1) Phasing of the Development: Developer shall construct the Development in phases as set forth on **Exhibit 1** to this **Exhibit B-3**. The following terms and conditions apply to the phasing:

(a) The Town shall not issue a Notice of Construction Acceptance for Phase 1 or 2 of the Development until the Town has issued a Notice of Construction Acceptance for the Public Improvements associated with Phase 1 of East Ledge Rock Center Subdivision Filing No. 2, the commercial portion of the Ledge Rock Center development.

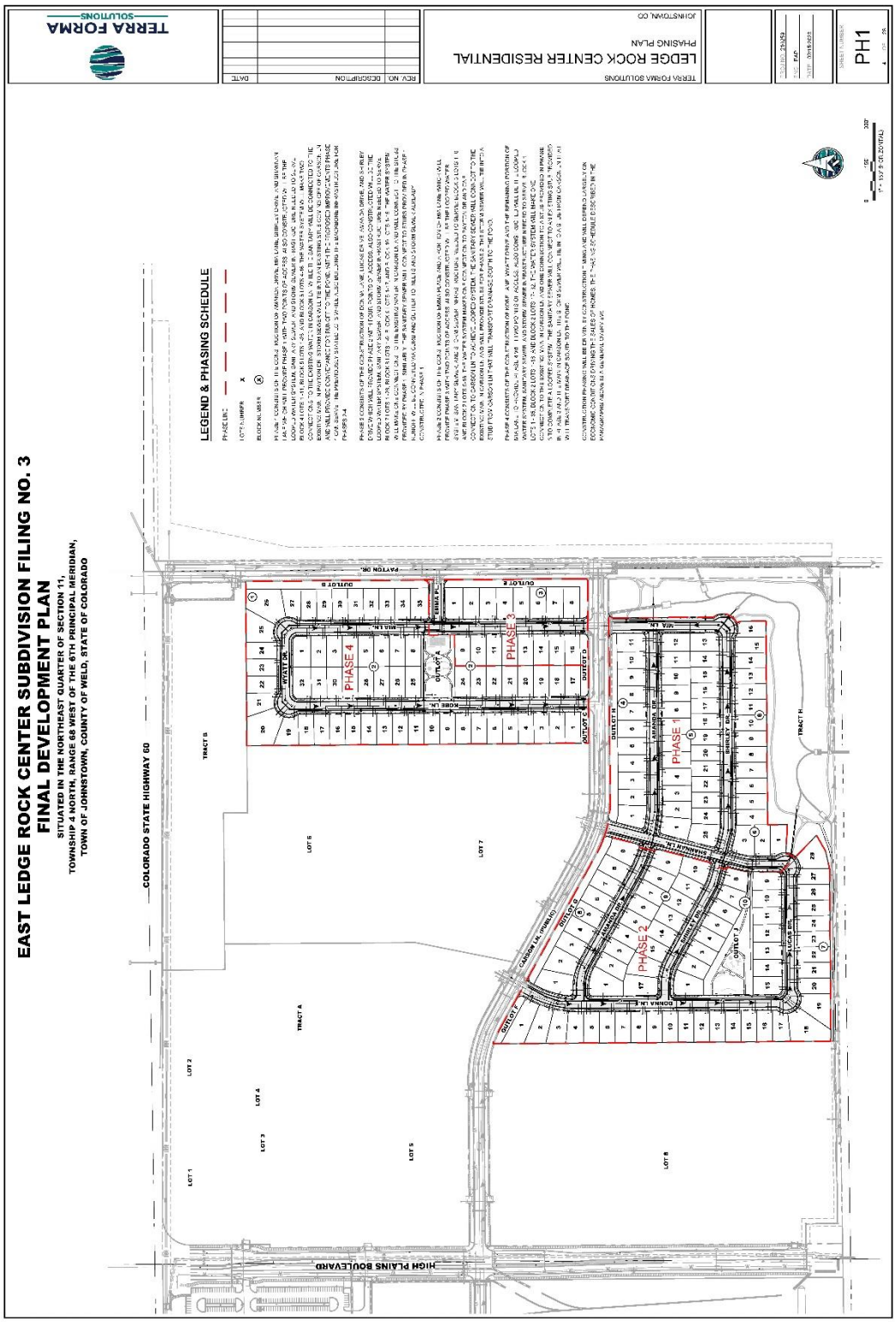
(b) Prior to issuance of any building permits for the Development, Developer shall provide a drainage memorandum to the Town, prepared by a licensed engineer, clearly demonstrating that the detention ponds will not negatively impact any residential lots prior to installation of the final detention outfall piping. No building permits shall be issued for the Development until the Town has reviewed and approved the drainage memorandum.

(c) For Phases 1 and 2 of the Development, as depicted on **Exhibit 1** to this **Exhibit B-3**, the Town may, assuming compliance with the Agreement, the Johnstown Municipal Code and all other applicable Town rules and regulations, issue up to fifty (50) building permits total (inclusive of both phases) prior to: (i) construction of the interim intersection at Payton Drive and State Highway 60 and approval of the intersection by the Colorado Department of Transportation ("CDOT") and (ii) the roadway being open to the public.

(d) The Town shall not issue a Notice of Construction Acceptance for Phases 3 and 4 of the Development until the ultimate intersection at Payton Drive and State Highway 60 is constructed, approved by CDOT and open to the public.

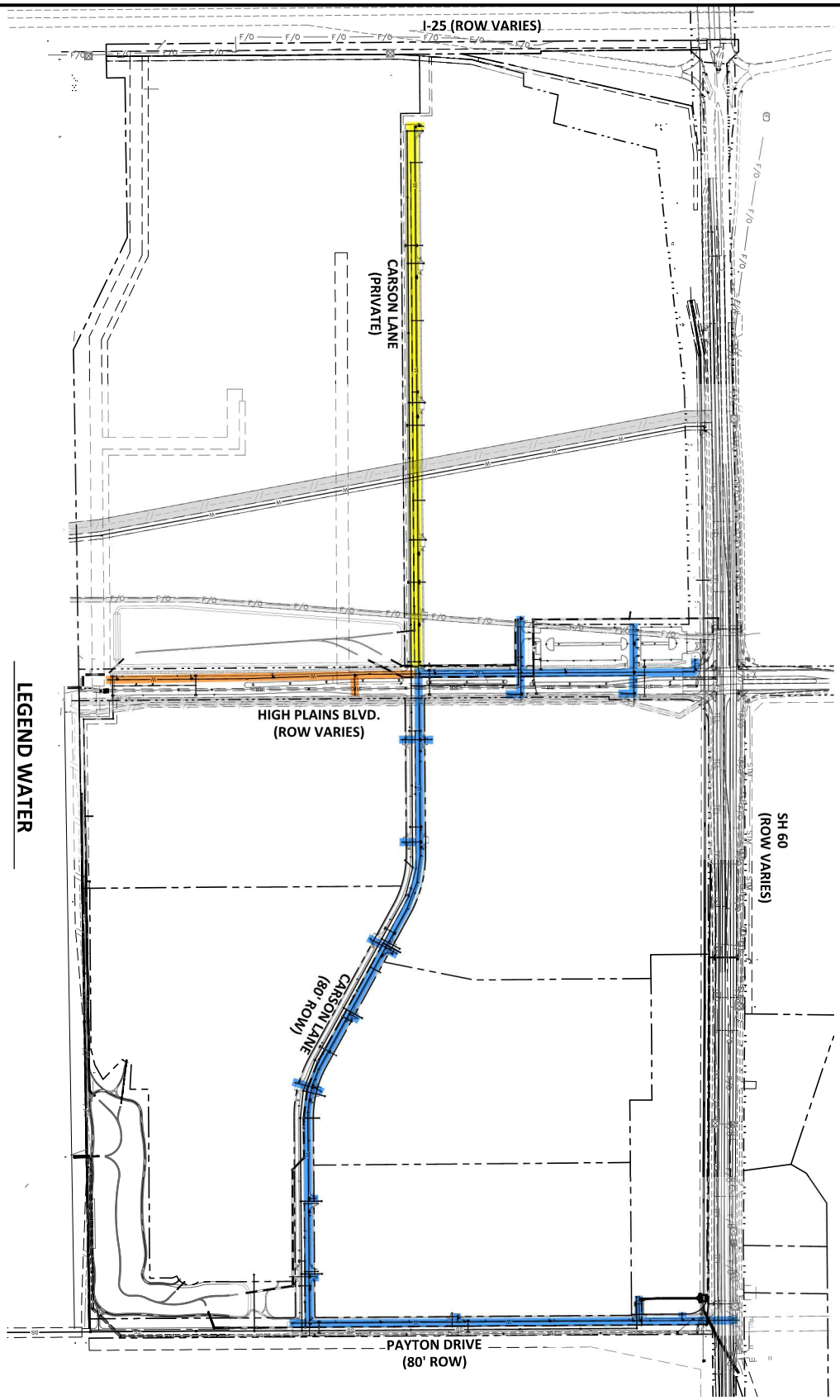
(2) The Town, at its discretion, may withhold the issuance of building permits for any of the single-family homes until the Town and the Front Range Fire Rescue Fire Protection District are satisfied that adequate access and circulation is available to the particular residential lot.

EXHIBIT 1 TO
EXHIBIT B-3
PHASING PLANS



LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
SITE COMPLETION EXHIBITS

A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



LEGEND WATER

PHASE 1
PHASE 3
PHASE 4

811 Know what's below. Call before you dig.

N

SCALE 1" = 200'

DATE		DESCRIPTION

PUBLIC IMPROVEMENT PLANS

LEDGE ROCK CENTER

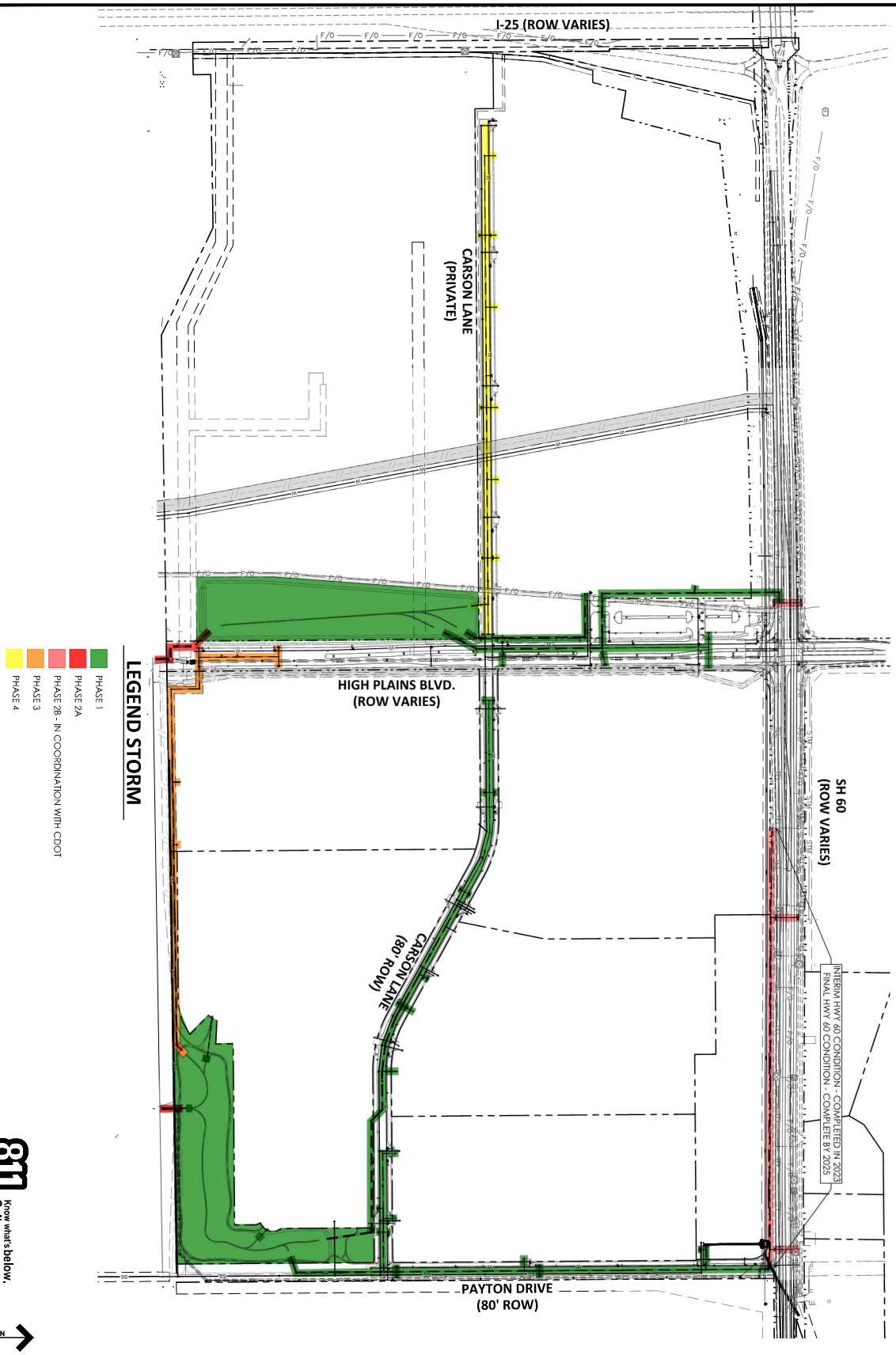
JOHNSTOWN, COLORADO

SITE COMPLETION EXHIBITS

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
WWW.PNT-LLC.COM
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

1/6 WATER MAIN JOB NO. 21.022

LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
SITE COMPLETION EXHIBITS



DATE		DESCRIPTION

PUBLIC IMPROVEMENT PLANS

LEDGE ROCK CENTER

JOHNSTOWN, COLORADO

SITE COMPLETION EXHIBITS

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
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720-258-6836
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PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

2/6 STORM SEWER JOB NO. 21.022

LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
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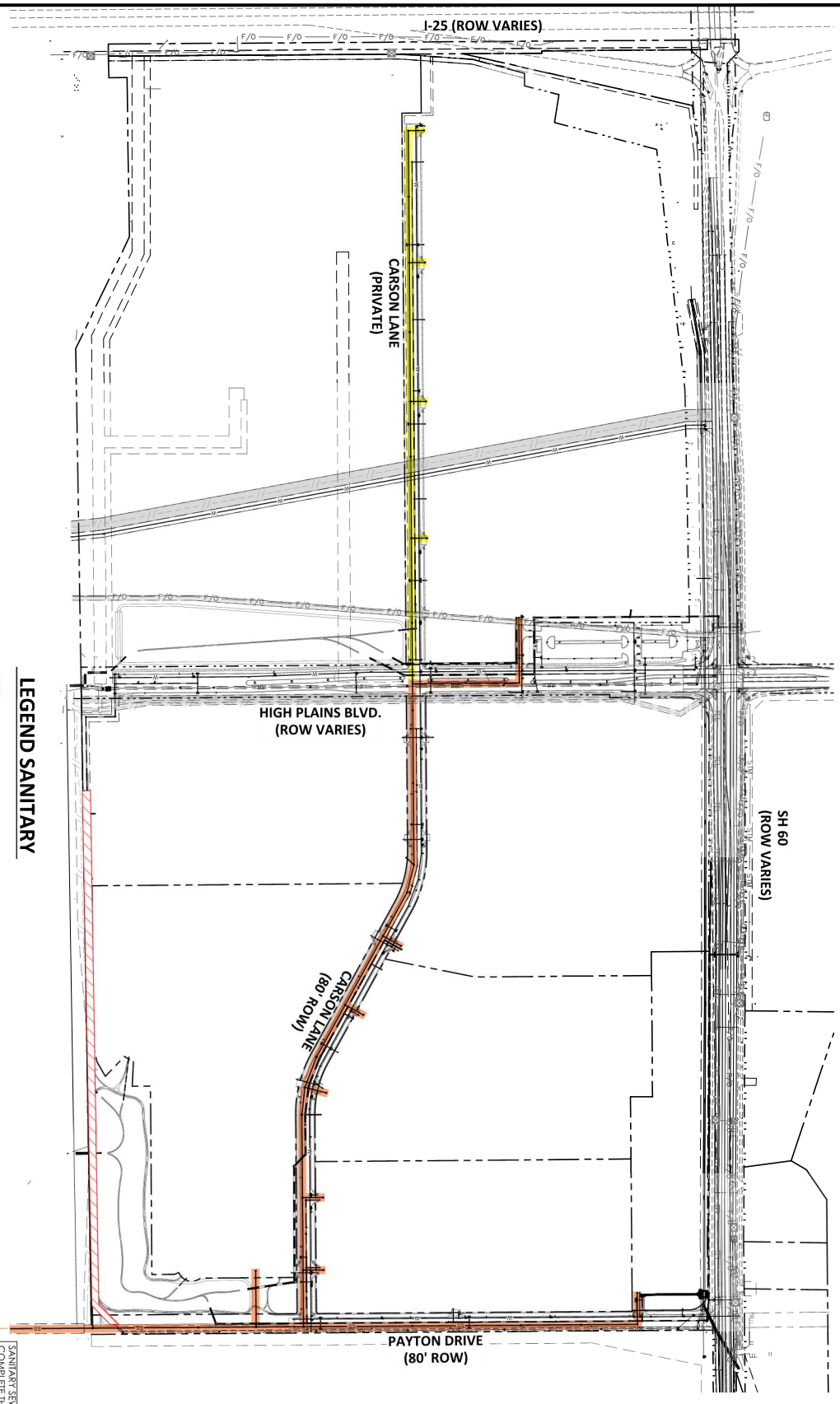

LEGEND SANITARY

- PHASE 1
- PHASE 4
- PLAN SCOPE CHANGE - WILL NO LONGER BE CONSTRUCTED

811 Know what's below. Call before you dig.

N

SCALE 1" = 200'

DATE		DESCRIPTION

PUBLIC IMPROVEMENT PLANS

LEDGE ROCK CENTER

JOHNSTOWN, COLORADO

SITE COMPLETION EXHIBITS

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

3/6 SANITARY SEWER | JOB NO. 21.022

LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
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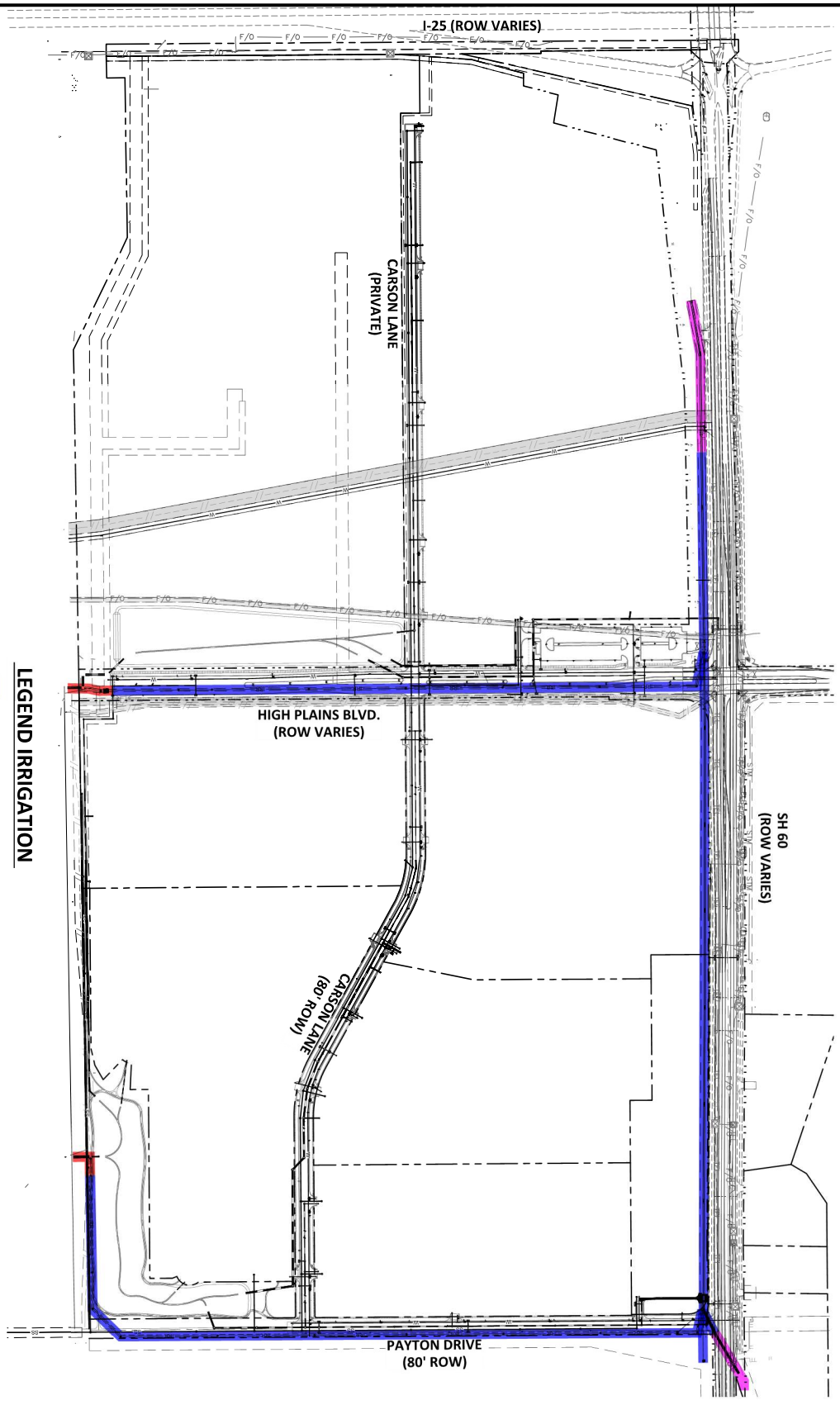

LEGEND IRRIGATION

PHASE 1
PHASE 2
PHASE 6

811 Know what's below. Call before you dig.

N

SCALE 1" = 200'

DATE		DESCRIPTION	PUBLIC IMPROVEMENT PLANS		
			LEDGE ROCK CENTER	**SITE COMPLETION EXHIBITS**	**POINT CONSULTING, LLC** 8460 W KEN CARYL AVE #101 LITTLETON, CO 80128 720-258-6836 WWW.PNT-LLC.COM PLANNING CIVIL ENGINEERING LANDSCAPE ARCHITECTURE LAND SURVEYING
4/6		IRRIGATION HOME SUPPLY	JOHNSTOWN, COLORADO JOB NO. 21.022		

LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO
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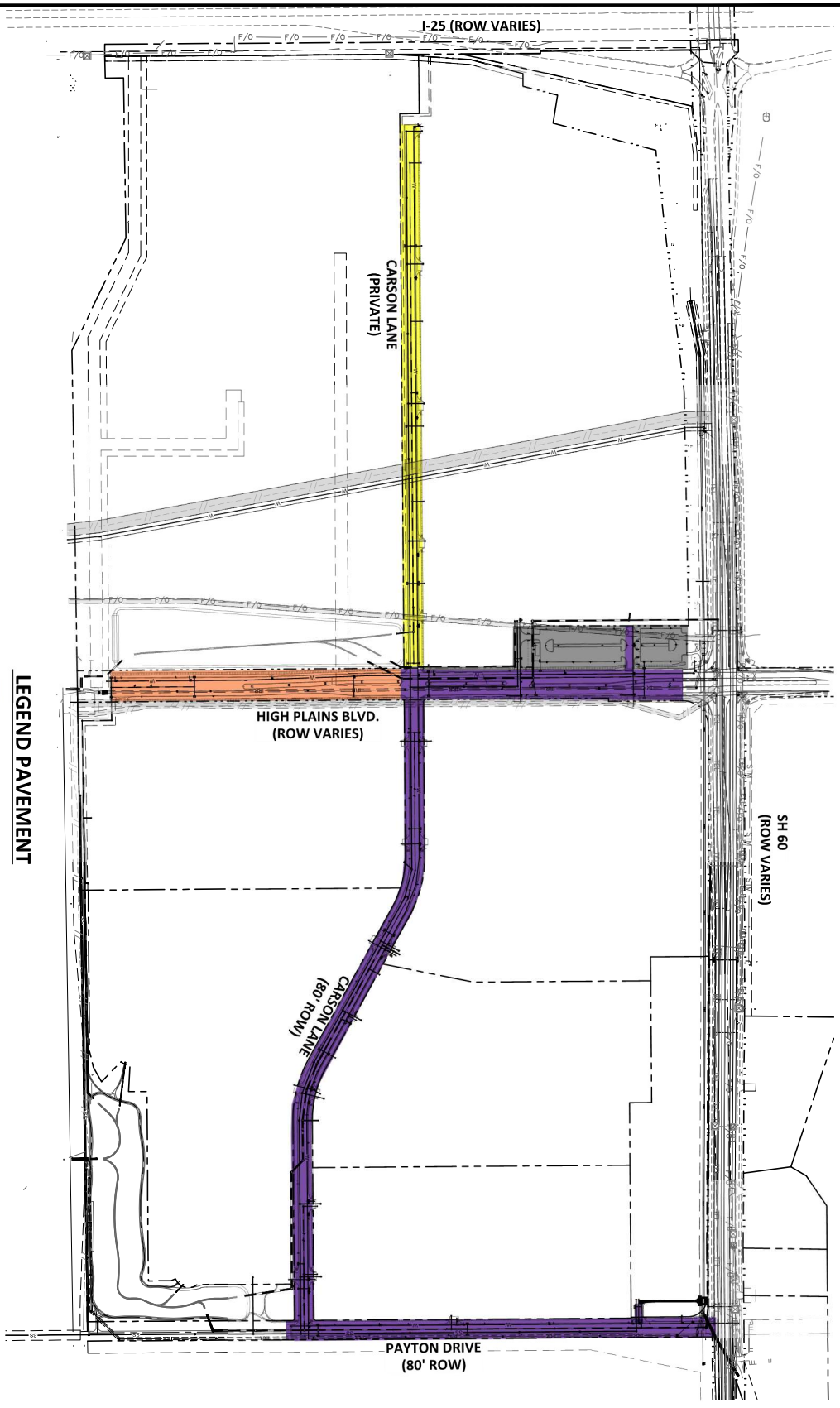

LEGEND PAVEMENT

PHASE 1
PHASE 3
PHASE 4
PHASE 5

811 Know what's below. Call before you dig.

N

SCALE 1" = 200'
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PUBLIC IMPROVEMENT PLANS

LEDGE ROCK CENTER

JOHNSTOWN, COLORADO

SITE COMPLETION EXHIBITS

POINT CONSULTING, LLC
8460 W KEN CARYL AVE #101
LITTLETON, CO 80128
720-258-6836
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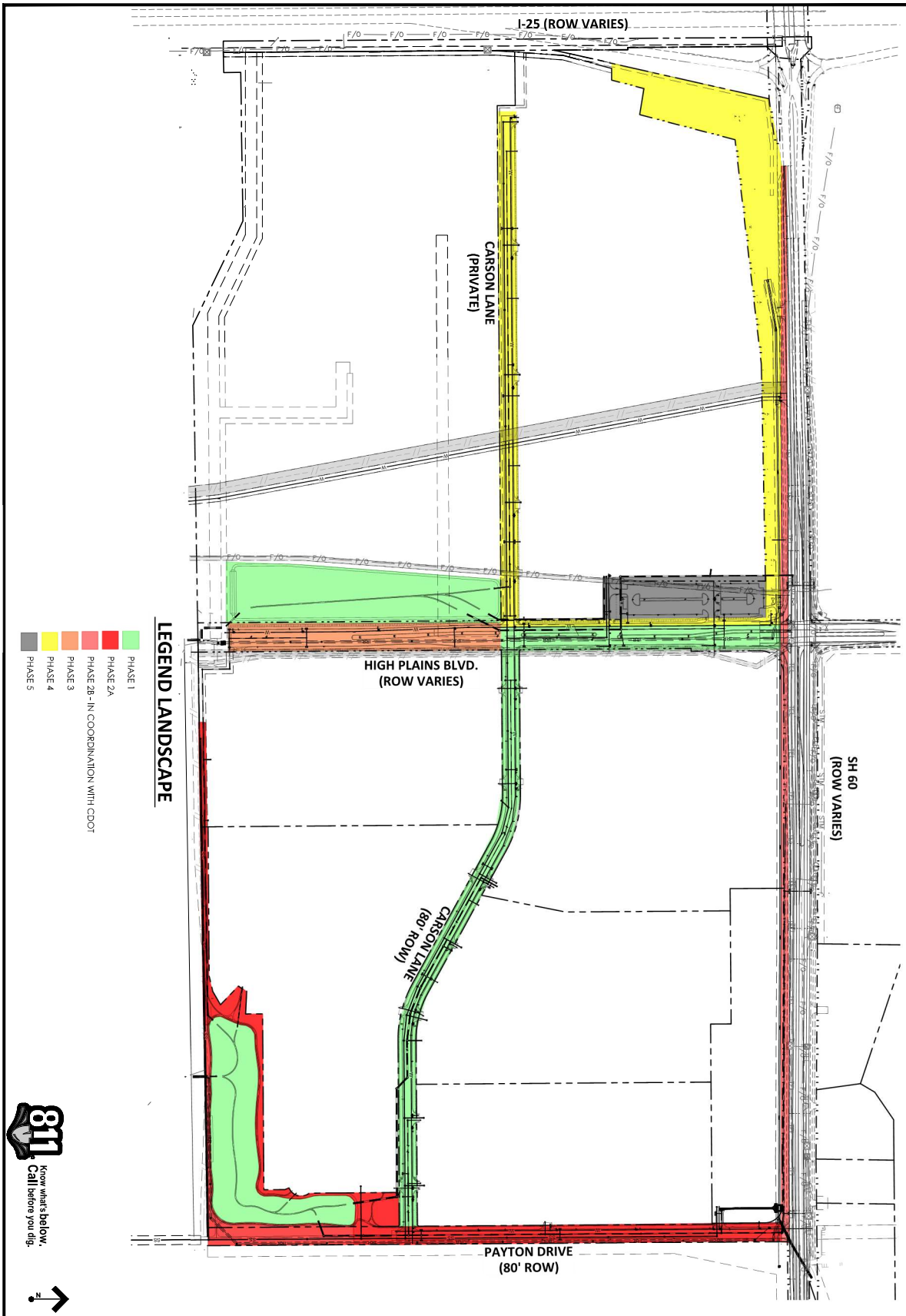
PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

5/6 PAVEMENT/CONCRETE JOB NO. 21.022

LEDGE ROCK CENTER
PUBLIC IMPROVEMENT PLANS
SITE COMPLETION EXHIBITS

A PARCEL OF LAND, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO



DATE	REV	DESCRIPTION

PUBLIC IMPROVEMENT PLANS

LEDGE ROCK CENTER

JOHNSTOWN, COLORADO

SITE COMPLETION EXHIBITS

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PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
LAND SURVEYING

6/6 LANDSCAPE JOB NO. 21.022

TOWN MANAGER'S REPORT

June 2024

johnstownco.gov

Administration, Finance, Planning, and Human Resources

Upcoming Council Meetings & Work Sessions

If there are topics that the Council would like Staff to schedule for discussion, please let me know. The following topics are recommended for Council discussion (all meetings will be held in the Town Council Chambers unless otherwise indicated):

- 06/03/2024 - Regular Council Meeting
- 06/17/2024 - Regular Council Meeting
- 6/24/2024 - Council Work Session (6pm)

Liquor Licensing

Staff has received a renewal of Candlelight Dinner Theatre's Tavern Liquor License, and PEACE N LOVE dba Johnstown Liquors Retail Liquor Store license renewal. Red Barn Liquor has also submitted a renewal for their Liquor Store license. Thoughts LLC dba Legends A Meadery has submitted notice of a non-continuous sales room at BBQ Day, which is a license directly with the State Department of Revenue allowing them to sell at their vendor booth. A transfer of ownership has been applied for regarding Coral Bay Wine & Spirits Inc to Coral Bay Wine & Spirits LLC.

Municipal Court

May 2024 Court data is broken down for Council's review below, with a total of 221 cases being processed:

- Code Violations: 2
- Traffic Violations: 196
- Theft: 29
- Other Criminal Cases: 4
- Parking: 47

Senior Center

Staff continues to explore new excursions in June, including Rodz & Bodz Movie Car Museum, Sweetheart Winery and the new pre-professional women's soccer league, Rain. May activities and participation are described below, outside of the staples of exercise classes, yoga, and the Tai Chi Chih class:

- Ladies Tea Social - 48 participants
- Garden Nursey Trip - 4 participants
- Colorado Rockies Game - 5 participants
- Monthly Casino Trip (Senator's Grill at Terry Bison Ranch) - 13 participants
- Creative Crafts - 5 participants
- Diamond Dot Weekly - 19 participants
- Friendly Fork Weekly Meals - 207 participants in the month of May
- Ukulele Lessons with Linda - 14 participants
- Walking Club - 7 participants

Jane Hansher was awarded a 2024 Hall of Fame Volunteer award by the Greeley/Weld Senior Foundation. Criteria evaluated included promoting quality of life, providing leadership to other individuals and volunteering in various activities. The Senior Center Board celebrated members who have been part of the Center for 15 or more years with entertainment and local gift certificate to Hays'.

Audit

The 2023 audit began on May 13. Staff will continue to work closely with the auditors for the next several weeks as they review the Town's data. The auditors will present the 2023 audited financials to Town Council in July.

Business of the Month

Ethan Allen was presented Business of the Month on May 6, during the Town Council meeting. For June, Staff will pause the program and resume announcing the next business of the month in July.

Biz Walk

Town Staff met with Anchor Roofing in May as part of our ongoing monthly business walks.

Downtown Master Plan Project

Town Staff met with Town Council during a public work session on May 13 to discuss the Downtown Masterplan project. The discussion focused on the community strategy plan, improving the physical areas within downtown, planning for potential expansion of the downtown area, and what uses should be encouraged to create a vibrant and activated corridor. Town Staff will launch the project to the public in early June to begin gathering community and stakeholder feedback.

Greeley Area Realtors Association

Town Staff from Economic Development and Utilities will speak jointly at the Greeley Area Realtors Association meeting on June 19. The focus will be around economic development and capital projects in Johnstown.

Q2 Business Workshop

Town Staff and the JDDA hosted the Q2 Business Workshop in May which focused on social media, search engine optimization, and artificial intelligence (AI) for small businesses. The workshop was sponsored by Bank of Colorado and free to all Johnstown Businesses. Town Staff will begin working with the JDDA to plan the future Q3 Business Workshop.

FY 2025 Budget

Staff will begin working on the 2025 Budget requests. The department forms have been distributed to Staff and are to be completed by early July.

Hiring

We recently welcomed a Planner I, two Parks Maintenance workers, and three Streets Maintenance workers to our team. The Town is currently searching for two Civil Engineers, a Police Officer, Administrative Assistant, Mechanic, and a Water Distribution and Wastewater Collection Supervisor. Finally, Hector Nunez Torres has accepted a position in the new Engineering Department as a Civil Engineer. He was previously in the Public Works Department.

Chief of Police Selection

Following an extensive nationwide search, the Town is pleased to announce the hiring of Jeff Strossner as the Town's next Chief of Police. Strossner will officially assume his role on July 8, 2024. Jeff Strossner brings a wealth of knowledge and expertise to the Johnstown Police Department, with 28 years of experience in policing, including 15 years in leadership roles. He began his career in Manitou Springs before transitioning to Colorado Springs, where he served as a police officer before advancing through several positions, including Training Division Commander, Management Services Division Commander, Specialized Enforcement Division Commander, Falcon Patrol Division Commander, Internal Affairs Lieutenant, Patrol Division Lieutenant, Sergeant, and Detective.

Police Department

Stats

Statistical data was gathered during the period of April 20 - May 20.

- Officers responded to 1263 calls for service.
- Top incident types:
  - Suspicious Activity (94)
  - Code Violations (105)
  - Check Wellbeing (52)
  - Traffic Accidents (44)
  - Thefts (66)
  - Follow Up (187)
  - Meets (90)
- 230 Citations
- 89 Arrests (Includes Cited/Summoned/Referred arrest types)
- Top arrest types - Theft and Controlled Substance

Case of Interest

Officers and Detectives investigated an individual who was responsible for two commercial burglaries, one home burglary, and a vehicle theft in our jurisdiction that occurred in one night. The individual was identified and located in Grand Junction, where he was arrested after committing commercial burglaries in their jurisdiction. The individual is a resident of the State of Missouri and is a convicted sex offender out of Kansas. Great work by the whole team to use resources and networking to identify the suspect.

Defensive Tactics Training

The department trained in defensive tactics taught by our in-house instructors.

CIT Coordinator

Officer Kelley went through Crisis Intervention Coordinator training. He can now coordinate local CIT classes for new officers.

Mini-Academy

Our in-house instructors have been busy training Officer Mee and Officer Perlas during their mini-academy. The mini academy exposes new officers to policy, paperwork, and our firearms, DTAC, and driving courses.

Supervision Training

All Johnstown PD supervisors are taking a yearlong supervisor training offered by DLG Learning Center. This will ensure that all supervisors from the Chief down continue to sharpen their leadership and management skills.

FBI LEEDA

Officer Morgan is attending the FBI LEEDA supervisory institute. This course is designed to give officers the skills needed to be a first-line supervisor.

Graduation from POST Police Academy

Rayahna Perlas and Joseph Mee graduated to POST academy and our in-house mini academy. They are now in the field training program with our Field Training Officer (FTO) instructors.

Oral Boards

We interviewed seven (7) individuals for the open community service officer positions. Two (2) of those individuals are moving forward in the process of background investigations.

Drug Take Back

Code Officer Farris organized the event where citizens were able to drop off unused and expired medication. During the event, 11.5 pounds of medication was taken to the DEA to be properly destroyed.

BATTLE Ops

Officer Olds and Sergeant Perry participated in auto theft operations as part of a multijurisdictional Beat Auto Theft Through Law Enforcement task force. The mission of BATTLE is to thoroughly investigate auto theft crimes, auto theft related crimes, apprehend, criminal, recover property, and proactively prevent auto theft.

Public Works Department

Work Orders

Crews completed 103 work orders this review period consisting of street sweeping, gravel road grading, road sign repair, funerals, asphalt crack sealing, and a variety of other street and grounds-related work. PW Crews also provided traffic control and operational support for the Cinco De Mayo event, which was a big success for the Town.

2024 Concrete Repair

Our contractor, Lightfield Enterprises, is about 75% complete with the concrete rehab project. Currently, crews are working in the Pioneer Ridge subdivision with a projected completion date of June 4. The remaining two (2) areas, Thompson River Ranch and Rocksbury Ridge are scheduled to be complete by June 7.

Charlotte Street

Crews are finishing the landscape cobble and gravel repairs. Concrete repairs are scheduled to be completed by May 28. Areas of sod replacement have been identified and will begin on May 23. This process includes grading slopes, tilling in an approved soil amendment, placing 4" of approved soil, and then installing the new sod. Sod replacement is scheduled to be completed by May 30. Any required irrigation repairs will be completed on May 23 and 24. This project is expected to close out in June. There are some utility repairs that will need to be made, but this will take place after BBQ Days, in an effort not to disrupt the Town event.

Eddie Aragon Park & West Lake Park Playground Replacement

At the May 6, Town Council meeting, Council approved the replacement of playground equipment at Eddie Aragon Park and West Lake Park. The contract with Go Play Inc. is now executed, and the equipment will be ordered shortly. Due to the custom nature of the playground designs, there are expected long lead times for the equipment. However, PW Staff are optimistic that construction will begin in October.

Stormwater Master Plan Update

The Stormwater Master Plan Update is underway, as PW Staff recently met with the selected consultant, Matrix Design Group, Inc., to kick off the project. Matrix is currently in the "data collecting" phase and will soon begin building the model to identify constraints and opportunities. To date, Matrix has identified 26 potential basins within the Johnstown planning management area, a significant increase from the 5 basins identified in the 2001 master plan.

Utilities Department

Water Treatment Plant

Avg. Daily Flows: 3.2 MGD

The Granular Activated Carbon (GAC) vessels used to treat taste and odor are on-line for the summer months. Broadband internet was installed at the Lone Tree raw water pump station to improve communication issues to and from the treatment plant. The water quality Consumer Confidence Report (CCR) will be included in the May billing to Town water customers.

Low Point Wastewater Treatment Plant

Avg Daily Flows: 0.44 MGD

Ribbon Cutting ceremony for the new plant was a huge achievement with Town Staff facilitating tours for the public to show case the success. The expansion construction is officially complete per the requirements outlined in the Consent Order of Compliance issued by the State. Operations has identified and repaired a few minor issues including leaking chlorine lines and a polymer line size reduction.

Central Wastewater Treatment Plant

Avg Daily Flows: 0.77 MGD

Central wastewater treatment plant design received approval from CDPHE. The construction contractor and Town Staff are preparing for the north sewer interceptor tie-in to the lagoon plant. Staff are also adjusting the chemical dosing, detention time, and vegetation maintenance for warm weather operation of the lagoons.

Inspections

- 6,322' water main and fire lines installed and tested
- 3,092' sewer main installed and tested
- 143 water/sewer inspections

GIS

GIS is working with the Public Works department to develop a 'proof of concept' that will help collect information for streets needing work. GIS updated the Town's subdivision map with 18 subdivisions and created a map showing potential new commercial areas.

Sewer Collection & Water Distribution

A major water break occurred on a 12-inch line located in an easement between homes in Country Acres causing property damage. Operations abandoned the sewer service for 1106 Sandra Dr. (Town owned) and repaired a fire hydrant up near the gas station at 2534. The east water zone Pressure Reducing Valves (PRV's) were adjusted to increase pressure in the Old Town area.

- April Locates: 1,253
- Meters: 70 New Installs, 57 Meter Replacements

Water Treatment Plant Expansion

The Design Engineer has submitted 100% construction drawings and specifications to the Town for review. Town Staff, the CMAR, and the owner's representative are reviewing the construction drawings. In addition, the CMAR will be preparing a final Guaranteed Maximum Price (GMP) based on the 100% plans and specifications. The contractor continues to work on early work construction and critical waterline tie-ins as the design is finalized. The Design Engineer is also waiting on CDPHE to issue comments so that they can be incorporated into the final Issued for Construction Plans.

North Sanitary Sewer Interceptor

The contractor is working along CR48.5 installing the final segment of the interceptor line. As long as construction proceeds as planned, the lift station and pipeline will be brought into service in July. A meeting was held in April between the North Interceptor and Central WWTP contractors to ensure that the startup of the new lift station is coordinated.

Lone Tree Raw Water Transmission

Town Staff continues to coordinate with the design engineer on finalizing the construction plans for the approximately 10-mile pipeline and pump station from Lone Tree Reservoir to the Town's water treatment plant. On June 11, Town Staff will be holding a public meeting for all Larimer County residents within 500 feet of the project as part of the Larimer County 1041 permit process. Additional public meetings will be held for Johnstown and Weld County residents impacted by the project but this meeting in June is specifically to satisfy the condition of the 1041 permit process. In addition, the Town has contracted with Western States Land Services to obtain necessary easements for the project. Easement acquisition will begin in the coming weeks.

Central Wastewater Treatment Plant

Construction of the MBR building, the secondary process basins, and the headworks are ongoing. Throughout most of the spring, concrete work will continue. In addition, the contractor is working on the plant influent lift station that will take flows from the new North Interceptor to the new headworks. The influent lift station is necessary to commission the North Interceptor with a temporary discharge to the existing lagoons. As mentioned above, Town Staff is coordinating with the contractors to ensure a successful startup for both projects and more importantly, our residents.

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Resolution No. 2024-27, Police Department Expansion Project

ACTION PROPOSED: Consider Resolution No. 2024-27, Awarding the Construction Contract Agreement of the Police Department Expansion and Renovation to Mark Young Construction, LLC; Awarding the Contract for Construction Observation Support Services to D2C Architects; Amending the 2024 Budget and Appropriating Funds for the Police Department Expansion and Renovation Project.

ATTACHMENTS:
1. Resolution No. 2024-27
2. Construction Contract – Mark Young
3. Johnstown Police Department Additions and Renovation GMP Bid from Mark Young Construction LLC
4. Plan drawings
5. D2C Expansion of Scope
6. Grant Award Letter

PRESENTED BY: Ryan Oglesby, Interim Chief of Police

AGENDA ITEM DESCRIPTION:

The current Johnstown Police Department is 9,860 sq ft. and was constructed in 2002, when the Town had a population of around 5,000 people. Today, that same facility is serving a community of approximately 20,000 residents and over 300 businesses. This significant growth combined with State of Colorado and Federal Statutes that regulate evidence storage, necessitates the renovation and expansion of the existing building to ensure sufficient space for staffing and evidence storage, enabling the department to effectively serve the community.

This project began in 2023 with a budget of $450,000 allocated for design services. On March 20, 2023, the Town Council approved an agreement with D2C Architects for architectural design services at a cost of $389,809. Over the course of the design process with D2C Architects, the professional services agreement was amended to include survey, Geotech, cost estimating, and furniture design services, bringing the current total to $441,549.

In June 2023, the Town initiated an RFP process for a Construction Manager at Risk (CMaR). Following a thorough and deliberate selection process, Mark Young Construction LLC (MYC) was chosen as the CMaR and awarded the project at the Council meeting on August 21, 2023. During this period, $4,000,000 was added to the FY 2024 budget for this project.

On November 20, 2023, Staff applied for an Energy Impact Grant from the State of Colorado Department of Local Affairs (DOLA). The Town's application was successful, and the Town was awarded a $1,000,000 grant from DOLA to help offset the cost of the renovation. As part of our commitment to reducing the building's future energy impact and to remain in compliance with the terms of the grant, we are installing solar panels during the renovation process.

On May 28, 2024, Mark Young Construction provided the Town with a guaranteed maximum price (GMP) base bid of $4,916,528 based on the design drawings, which will add 2,615 sq ft. to the building. After careful review of MYC'S open book bid we found that MYC did use, in most cases, the lowest bidder for subcontractor cost.

It is important to note that the base bid did not include three additional alternatives that we believe are crucial for the renovation and will allow for efficient and effective use of the building for an additional 7-10 years. After this period, a new headquarters facility will likely be necessary and the current facility will operate as a substation. Those three alternatives include:

1. Two-bay sally port. A police sally port is the area where police vehicles are brought inside for arrestee transfer to our temporary holding facility inside the building. Sally ports are essential for the safety of both the officers, suspects, and surrounding community, as they ensure that suspects are removed from the patrol vehicle into a secure facility thus eliminating the potential for escape. The sally port also allows for 24/7 surveillance, with adequate lighting, should any incidents occur. The sally port will add an additional 2,236 sq ft. to the footprint at an additional cost of $825,631.
2. Bullet resistant lobby area. Safety for our support Staff is a high priority. We believe that the addition of lobby bullet resistant wall panels, doors, and frames are important to protect our Staff working in the front lobby. This addition would add level 3 resistance to the front lobby workspace. The additional cost for level 3 is $35,190.
3. South driveway entrance. As the Police Department continues to grow, efficient traffic flow will become increasingly important. To enhance traffic efficiency along with the inclusion of the two-bay sally port, we also recommend adding a south driveway

entrance. This entrance will connect the southwest parking area connecting the south-west portion parking area of the police department to Settler Way. The inclusion of the driveway cutout is estimated to cost $71,620.

Additional costs that are anticipated beyond the base bid and potential alternatives include $55,631 for furniture, $30,000 for inspections/testing, and $106,935 for construction observation/management. With these additional expenses, the total construction costs are expected to be $6,041,535. A complete breakdown of the costs already incurred and those that are anticipated is as follows:

Design	$ 393,809
Survey/Geotech	$ 16,000
Furniture design	$ 31,740
Pre-construction CmaR	$ 14,700
Total Project Cost to Date	$ 456,249
Base bid	$ 4,916,528
Option 1 – sally port	$ 825,631
Option 2 – ballistic panels	$ 35,190
Option 3 – south driveway	$ 71,620
Inspections/testing	$ 30,000
Furniture	$ 55,631
Construction observation support	$ 106,935
Total Construction Cost	$ 6,041,535
Total Project Cost	$ 6,497,784
Less: DOLA grant	($1,000,000)
Total Cost to Town	$ 5,497,784

This project, as presented, will add a total of 4,851 sq ft to the facility at a total cost of $5,497,784 to the Town. If this proposed direction is acceptable to Council, a budget amendment is necessary. The FY 2024 Budget currently includes $4,000,000 that has been allocated for this project. In order to stay in compliance with state law, a budget amendment in the amount of $2,248,063 will be needed. It is important to emphasize that the budget amendment must include the full cost of the project which includes the grant funds that will be expended.

General Fund Expenses:

Total Project Cost	$ 6,497,784
Less 2023 design costs already expended	$ (249,721)
Less 2024 budgeted amount	$ (4,000,000)
Total 2024 budget amendment needed	$ 2,248,063

It is important to note that the dates for the drawings and specifications have not been included in the construction contract at this time and will need to be added before the contract is finalized. Staff is requesting that Council allow these minor modifications to be made by the Town Manager or Town Attorney when the information is available.

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*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*
  - *Repair and maintain existing infrastructure, facilities and equipment*

LEGAL ADVICE:

The Town Attorney drafted the Resolution and reviewed the contract.

FINANCIAL ADVICE:

It is recommended that the Town Council approves a $2,248,063 amendment to the Police Department Renovation Project budget.

RECOMMENDED ACTION:
Staff recommends that Council approve Resolution 2024-27, awarding a construction contract to Mark Young Construction, LLC, approving the construction observation amendment to D2C Architects, Inc, and amending and appropriating the 2024 Budget.

SUGGESTED MOTIONS:

For Approval:

I move to approve Resolution 2024-27 and allow the Town Manager or Town Attorney to make minor modifications to the Construction Contract as needed.

For Denial:

I move to deny Resolution 2024-27.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-27

RESOLUTION CONCERNING RENOVATIONS AND IMPROVEMENTS TO THE JOHNSTOWN POLICE DEPARTMENT BUILDING: (i) APPROVING AN AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND MARK YOUNG CONSTRUCTION, LLC FOR CONSTRUCTION SERVICES; (ii) APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN OF JOHNSTOWN AND D2C ARCHITECTS, INC. FOR CONSTRUCTION SUPPORT SERVICES; AND (iii) AMENDING THE FISCAL YEAR 2024 BUDGET AND APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR 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 the governing body of the Town and is vested with authority to administer the affairs of the Town; and

WHEREAS, based on Town staff's recommendation, the Town Council previously approved a proposal for the construction of renovations and improvements to the Johnstown Police Department building, located at 430 S. Parish Avenue, Johnstown, CO 80534 ("Project"); and

WHEREAS, on or about April 3, 2023, the Town entered into an agreement with D2C Architects, Inc., a Colorado corporation ("D2C"), for architectural services related to the Project ("D2C Agreement"); and

WHEREAS, D2C has completed the design of the Project and, after publicly posting the construction portion of the Project for bids and receiving multiple proposals, the Town desires to award a construction contract to Mark Young Construction, LLC, a Delaware limited liability company, for the construction of the Project; and

WHEREAS, based on a recommendation from Town staff, the Town Council further desires to expand the scope of the D2C Agreement to include construction observation support services for the Project; and

WHEREAS, on December 4, 2023, by Resolution No. 2023-57, the Town Council adopted the Fiscal Year 2024 Budget for the Town of Johnstown ("2024 Budget"); and

WHEREAS, for the purpose of constructing the Project, the Town Council desires to increase the expenditures set forth in the 2024 Budget by $2,248,063 and amend the 2024 Budget accordingly to ensure the budget will be in balance as required by law; and

WHEREAS, the Town Council notes that the State of Colorado Department of Local Affairs (DOLA) awarded the Town a grant for the Project in the amount of $1,000,000 and, while the expenditures are being increased by $2,248,063, $1,000,000 of such expenditure will be paid by the State of Colorado through the grant; and

WHEREAS, Town staff has certified that money is available in the General Fund to accommodate the additional expenses for the Project in the form of unappropriated or unrestricted reserves; and

WHEREAS, the Town Council finds that this Resolution is in the best interests of the Town.

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

Section 1. The Town Council hereby approves the Standard Form of Agreement between the Town of Johnstown and Mark Young, LLC, attached hereto and incorporated herein by reference as Exhibit A, and authorizes the Mayor to sign the agreement.

Section 2. The Town Council hereby approves the Amendment to Professional Services Agreement between the Town of Johnstown and D2C Architects, Inc., attached hereto and incorporated herein by reference as Exhibit B, and authorizes the Mayor to sign the agreement.

Section 3. The Town Council hereby increases the General Fund appropriations from $75,653,137 to $77,901,200 for the purpose of funding the construction of renovations and improvements to the Johnstown Police Department building and thereby amends the Fiscal Year 2024 Budget for the Town of Johnstown.

Section 4. All Resolutions, or parts thereof, in conflict with this Resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 5. This Resolution shall be effective upon adoption. The Town Clerk shall certify the passage of this Resolution and make not less than one copy of the adopted Resolution available for inspection by the public during regular business hours.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By: _____ By: _____

Hannah Hill, Town Clerk Michael P. Duncan, Mayor

DRAFT

AIA® Document A102® – 2017

Standard Form of Agreement Between Owner and Contractor

where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the « » day of « » in the year «2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534« »« »
Notices@JohnstownCo.gov« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

Mark Young Construction, LLC, a Delaware limited liability company
7200 Miller Place
Longmont, CO 80504
Email: dwolfe@markyoungconstruction.com
« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Town of Johnstown – Police Department Renovation

The Project entails a renovation and addition to the existing Johnstown Police Department Building, located at 430 S. Parish Avenue, Johnstown, CO 80534. The scope of the Project is set forth in the Contractor's Proposal dated May 16, 2024 and attached hereto and incorporated herein by reference as Exhibit A ("MYC Proposal dated 5/28/24").
« »
« »

The Architect:
(Name, legal status, address and other information)

D2C Architects, Inc.
1212 S Broadway, Suite 250
Denver, CO 80210« »« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 RELATIONSHIP OF THE PARTIES

4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

5 CONTRACT SUM

6 CHANGES IN THE WORK

7 COSTS TO BE REIMBURSED

8 COSTS NOT TO BE REIMBURSED

9 DISCOUNTS, REBATES AND REFUNDS

10 SUBCONTRACTS AND OTHER AGREEMENTS

11 ACCOUNTING RECORDS

12 PAYMENTS

13 DISPUTE RESOLUTION

14 TERMINATION OR SUSPENSION

15 MISCELLANEOUS PROVISIONS

16 ENUMERATION OF CONTRACT DOCUMENTS

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, including Exhibit A, the General Conditions of the Contract for Construction (AIA Document 201-2017, as amended) ("General Conditions"), the Drawings prepared and stamped by the Architected dated_____, and the Specifications, and Addenda set forth in Article 16, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information available to Owner that is required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

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ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[«X »] A date set forth in a notice to proceed issued by the Owner.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than «two hundred and forty-three » («243 ») calendar days from the date of commencement of the Work, which date shall be set forth in the notice to proceed issued by the Owner.

[« »] By the following date: « »

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

«The Contractor's Fee is set forth in Exhibit A. »

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

« Four percent (4%) of the Cost of the Work. . »

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

«N/A »

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed « » percent (« » %) of the standard rental rate paid at the place of the Project. N/A

§ 5.1.5 Unit prices, if any: N/A
§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

«Time is of the essence for the Work specified in the Contract Documents and the Owner will incur substantial damages if the Work is not completed within the time fixed for the Substantial Completion, as extended, if at all by

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consent of the Owner and the Architect in writing pursuant to the Contract Documents. Inasmuch as the actual damages for such delay are impossible to determine, the Contractor agrees that it and its surety shall be liable for and shall pay liquidated damages to the Owner. The Contractor and the Owner hereby agree that the liquidated damages of Five Hundred Dollars ($500.00) per day are a reasonable estimate of Owners damages and are not a penalty. Liquidated damages shall not commence to accrue until thirty (30) days after the date fixed for Substantial Completion, as extended, if at all by consent of the Owner and the Architect.
. »

§ 5.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

« »

§ 5.2 Guaranteed Maximum Price
§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed «Five Million Eight Hundred Forty Eight Thousand Nine Hundred Sixty Nine Dollars » ($5,848,969.00« »), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates
§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:
Alternates 1, 4 and 6, set forth in Exhibit A, the MYC Proposal dated 5/28/24, are included in the Guaranteed Maximum Price.
§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
Assumptions are set forth in Exhibit A, the MYC Proposal dated 5/28/24.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

ARTICLE 6 CHANGES IN THE WORK
§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement.

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Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the term "cost" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or the Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth Exhibit A.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

ARTICLE 8 COSTS NOT TO BE REIMBURSED

§ 8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Contractor's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Article 7;
- **.5** The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Article 7; and
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the

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Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and the Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. All accounting records shall be maintained in accordance with generally accepted accounting practices consistently applied.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«N/A »

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, lien waivers and releases as set forth in the General Conditions and any other evidence required by the Owner or the Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- **.5** The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;
- **.6** Amounts about which there is a legitimate dispute as to whether payment is due; and
- **.7** Retainage withheld pursuant to Section 12.1.8.

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§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due:

«Five percent (5%). »

§ 12.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A »

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

«N/A »

§ 12.1.8.3 Retainage shall be released to the Contractor pursuant to the Colorado Public Works Act, C.R.S. §§38-26-101, *et seq*., and as described in the General Conditions.

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner may pay the Contractor any additional amounts, if any, in accordance with the General Conditions.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that: (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

.1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment;

.3 the Contractor has submitted complete and legally effective releases or waivers satisfactory to Owner of any and all lien rights, if any, arising out of the Work or in relation to the Project; and

.4 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the

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Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment subject to the Colorado Public Works Act, C.R.S. §§38-26-101, *et seq*.

§ 12.2.4 [Intentionally omitted]

§ 12.3 Interest

Payments for undisputed amounts due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«Five percent (5%). « »

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.

N/A« »
« »
« »
« »

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[**« »**]

[**«X »**] Litigation in a court of competent jurisdiction in the County of Weld, State of Colorado

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

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§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 [Intentionally omitted]

§ 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

«Matt LeCerf, Town Manager »
«450 S. Parish Avenue »
« Johnstown, CO 80534 »
« 970-587-4664 »
«MLeCerf@JohnstownCo.gov »
« »

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

«Dennis Wolfe
7200 Miller Place
Frederick, CO 80504
dwolfe@markyoungconstruction.com »
« »
« »
« »
« »
« »

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 15.5 Insurance and Bonds

§ 15.5.1 Insurance

§ 15.5.1.1 For all phases of the Project, the Contractor and the Owner shall purchase and maintain the insurance required herein and as set forth in the General Conditions. The Contractor shall require that each Subcontractor procure and maintain, at its own cost and expense, the requisite insurance.

§ 15.5.1.2 The Contractor shall provide and maintain during the performance of this Agreement the insurance described below, which insurance shall be placed with a company or companies authorized to do business in the State of Colorado with an A.M. Best's Insurance Report rating at not less than A-/VI.

§ 15.5.1.3 Prior to commencement of Work, the Contractor shall furnish and deliver to the Owner proof that the following insurance shall be in force and effect for the duration of the Project. All Certificates of Insurance relating to Broad Form General Liability, Automobile Liability and Excess Liability, shall list the Owner, its officers and employees, as additional insureds. Additional insured endorsements shall be provided to the Owner by the Contractor's insurance company along with the Certificates of Insurance. The additional insured endorsement for the Comprehensive General Liability insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the required insurance policies.

§ 15.5.1.3.1 Standard Form Commercial General Liability and Property Damage insurance (as provided on an ISO CG 00 01 form) that includes coverage for: (a) Claims for bodily injury, including death, and property damage; and (b) contractual liability on an occurrence basis and shall include fire, explosion, collapse, underground hazard and product/completed operations coverages. Minimum limits: General Aggregate $2,000,000; Products/Completed Operations Aggregate $2,000,000; Personal and Advertising Injury $1,000,000; Each Occurrence $2,000,000.

§ 15.5.1.3.2 Contractor's workers compensation insurance, at statutory limits, as required by Colorado law, covering all employees working on the site, and Employer's Liability Insurance with the following minimum limits; Each Accident $500,000; Each Occupational Disease $500,000; Occupational Disease Aggregate $500,000.

§ 15.5.1.3.3 Automobile Liability insurance, covering the use, operation and maintenance of any automobiles, trucks, trailers or other vehicle owned, hired, or non-owned by the Contractor providing bodily injury, including death, and property damage coverage. Minimum limits of liability provided by this coverage shall be a Combined Single Limit of $1,000,000.

§ 15.5.1.3.4 Excess Liability Insurance with a minimum limit of $5,000,000 for each occurrence and aggregate of $10,000,000.

§ 15.5.1.3.5 Standard, all risk of loss Builder's Risk completed value insurance. The amount of the standard deductible under the Builder's Risk Policy shall not exceed $10,000.00 and the amount of the deductible for flood and water damage shall not exceed $25,000.00. The Builder's Risk Insurance shall be carried by the Contractor at 100% of the Contract amount, totaling the Guaranteed Maximum Price.

§ 15.5.1.4 The full aggregate liability policy limits required above shall be available with respect to the Contractor's obligations hereunder, and the Contractor shall obtain a location specific aggregate limited endorsement confirming such coverages as to the Owner and additional insureds. The Contractor agrees to notify the Owner and additional insureds of any substantial claims, paid or resolved, applied against the aggregate of any of the required insurance policies.

§ 15.5.1.5 All insurance provided by the Contractor hereunder shall be primary to any insurance policies held by the Owner and additional insureds. Any insurance carried by the Owner, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor waives subrogation as to the Owner and its agents, representatives, affiliates, additional insureds, and assigns on all policies carried by the Contractor. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate.

§ 15.5.1.6 All insurance shall include a provision prohibiting cancellation, termination or alteration (so as to affect the intent of this Agreement) without thirty (30) days' prior notice by certified mail to the Owner. In the event of

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threatened cancellation for nonpayment or nonrenewal, the Owner may pay the same on behalf of the Contractor, at the Owner's discretion, and deduct the same from any amount of payment due to the Contractor hereunder.

§ 15.5.1.7 Payments for services provided will be withheld from the Contractor until acceptable Certificates of Insurance and Additional Insured Endorsements are received by the Owner.

§ 15.5.1.8 No Work will be conducted on the Project site until satisfactory evidence has been submitted that the Contractor has insurance that complies with the specific insurance and indemnity requirements listed in the Contract Documents.

§ 15.5.2 Bonds

§ 15.5.2.1 The Contractor shall furnish a performance bond and payment bond in an amount at least equal to the Contract Sum, as security for the faithful performance and payment of the Contractor's obligations under the Contract, including but not limited to the one-year warranty period provided herein. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, the Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Owner.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given by electronic mail sent to the email address set forth above and shall be deemed effective and delivered upon receipt of a "read receipt" or acknowledgment of receipt by the intended recipient

§ 15.7 Other provisions:

§ 15.7.1 Appropriation of Funds: Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, the Owner has appropriated the money necessary to fund this Project. No change order or other form of directive shall be issued by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

§ 15.7.2 Colorado Public Works Act: Notwithstanding any other provision of the Contract Documents, the Owner may withhold funds if required to do so pursuant to the Colorado Public Works Act, C.R.S. §§38-26-101, *et seq*.

§ 15.7.3 Colorado Labor Clause: Contractor agrees, pursuant to Title 8, Article 17, C.R.S., that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. "Colorado labor" as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

§ 15.7.4 Non-Discrimination: The Contractor agrees to comply with the provisions of 24-34-401 through 24-34-406 of Colorado Revised Statutes relating to employment practices. The Contractor particularly agrees to comply with the provisions governing "Unfair Employment Practices," as therein set forth and to insert this nondiscrimination clause, and require compliance therewith, in all subcontracts hereunder.

§ 15.7.5 Governmental Immunity: Nothing herein shall be construed as a waiver of the limitations on damages or any of the privileges, immunities or defenses provided to, or enjoyed by, the Owner under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended.

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§ 15.7.6 Warranty Period. All Work performed by the Contractor and by any Subcontractor or person performing work on its behalf, shall be guaranteed against defective workmanship and materials for a period of one (1) year from the date of Substantial Completion, provided that such one (1) year period shall not begin with respect to any portion of the Work that is not completed on the date of Substantial Completion, but shall begin when the item is subsequently completed and Owner provides written notice of such completion. Notwithstanding the foregoing, the one (1) year warranty may be extended, at the Owner's discretion, by providing written notice to the Contractor for a reasonable period with respect to the portion of the Work, if any, for which remedial or repair work is done during the first one (1) year warranty period.

§ 15.7.7 Project Schedule and Weekly Meetings. The Contractor shall:

1. Prepare and update a consolidated project schedule on a weekly basis until Substantial Completion and provide copies to the Owner and the Architect as soon as the schedule is prepared.
2. Support value-engineering efforts to reduce costs and to identify reasonable equivalent materials and supplies.
3. Conduct weekly Project meetings with the Owner and/or Architect and with any other necessary Project participants.

§ 15.7.8 Clean Premises. The Contractor shall leave the Project site in a reasonably neat, clean, orderly and safe condition at the end of each day during construction of the Work.

§ 15.7.9 Excess Materials. Any purchased materials remaining after completion of the subject portion of the Work (such as, for example, extra paint, wall coverings or carpet) shall be properly stored and provided by the Contractor to the Owner for use in subsequent repairs. Materials should be labeled, sealed, boxed and protected as appropriate to ensure the materials remain in good condition.

§ 15.7.10 Compliance with Facility Rules. The Contractor agrees that at all times its employees and agents shall observe and comply with all regulations of the facility, including but not limited to, the no smoking and parking and security regulations. If the Contractor's employees, agents or Subcontractors violate these prohibitions, such person(s) may be denied access to the Project site.

§ 15.7.11 Contractor Knowledge and Expertise. The Contractor represents that it: (1) has sufficient knowledge and expertise to construct the Work in accordance with all applicable codes and regulations; (2) has reviewed, analyzed, and has current knowledge of the site; (3) has reviewed, analyzed and has found sufficient for construction and completion of the Work the Contract Documents listed in this Agreement; any exceptions to this statement have been specifically identified in this Agreement. The Contractor represents and warrants that it can and will complete the Work for the Contract Sum identified in this Agreement, and that no sums additional to the Contract Sum are required for Contractor's completion of the Work.

§ 15.7.12 Costs and Attorney Fees: In the event of litigation enforcing or interpreting the terms of the Agreement, the prevailing party, to the extent permitted by law (recognizing that the Owner is prohibited by the Colorado Constitution, Colorado state law, the Johnstown Home Rule Charter and the Johnstown Municipal Code from agreeing to payment obligations without appropriations in it budget, which it has not made for this Agreement), shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

§ 15.7.13 Consent. Whenever the Contract Documents reference the requirement to obtain the Owner's or the Architect's approval or consent, such approval or consent must be obtained in writing. The writing requirement referenced herein may be satisfied by email communication properly delivered and received.

« »

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS

§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, as amended, Standard Form of Agreement Between Owner and Contractor

.2 Exhibit A to the Agreement, MYC Proposal dated 5/28/24

.3 AIA Document A201™–2017, as amended, General Conditions of the Contract for Construction

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.4 Drawings prepared and stamped by the Architect dated_____.

6 Specifications

Johnstown Police Department Addition and Renovation Project Manual volumes 1 & 2 dated _____

.7 Addenda, if any:

Addendum 1 – dated 4/5/24 by the Architect
Addendum 2 – dated 4/12/24 (labeled 4/8/24) by the Architect
Addendum 3 – dated 5/1/24 by the Architect

.8 Other Exhibits:
Kumar and Associated Geotechnical Report dated 4/18/23 revised 9/1/23
Architect's bid question responses received in RFC #1 and RFC #2 dated 4/6/24
Door and Hardware Schedule provided by Greeley Lock and Key 4/8/24

This Agreement entered into as of the day and year first written above.

TOWN OF JOHNSTOWN	MARK YOUNG CONSTRUCTION, LLC
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Michael P, Duncan, Mayor« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

Attest:

_____
Hannah Hill, Town Clerk

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« » Town of Johnstown – Police Department Renovation

The Project entails a renovation and addition to the existing Johnstown Police Department Building, located at 430 S. Parish Avenue, Johnstown, CO 80534. The scope of the Project is set forth in Exhibit A to the Agreement.
« »

THE OWNER:
(Name, legal status and address)

« »« »
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534
Notices@JohnstownCo.gov
« »

THE ARCHITECT:
(Name, legal status and address)

« »« »
D2C Architects, Inc.
1212 S Broadway, Suite 250
Denver, CO 80210
« »

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5
Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

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Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

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Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

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Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**
MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2

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User Notes: (728844666)

Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10

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Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

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Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement (AIA Document 102-2017, as amended) between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. Where a conflict occurs between or within the Drawings, Specifications, if any, or any other

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standards, the Contractor shall promptly notify the Architect in writing concerning the conflict, and the Architect shall decide which stipulation provides the best installation. The Contractor shall perform the work according to the direction of the Architect without a demand for additional compensation.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights; except that, upon full payment by the Owner to the Architect for the Instruments of Service, the Owner shall own the Instruments of Service that relate to the Project. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, by courier providing proof of delivery, or by electronic transmission as provided in the Agreement.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who, to the extent permissible under Colorado law, shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 [Intentionally omitted]

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, the Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by the Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Contract Sum, unless the Owner provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

§ 2.2.2 [Intentionally omitted]

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 Upon request of the Contactor, to the extent available, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall promptly inform the Owner if the Contractor discovers an error or inconsistency in the information furnished by the Owner.

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§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall exercise reasonable professional judgment as to the accuracy and completeness of information and services furnished by the Owner hereunder.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, and consultant with any relevant Subcontractors, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity

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as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to the Architect, the Contractor shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 12.2.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor shall and hereby does warrant, and shall require that any and all Subcontractors and Sub-subcontractors shall warrant, to Owner that all Work executed under this Contract will be free from defects of materials and workmanship for the entire one-year warranty period, as extended, if at all, as set forth in the Agreement. This warranty is a remedy available to the Owner in addition to claims the Owner may have arising out of Work or materials found to be non-conforming, out of specification or otherwise in breach of this Contract no matter when discovered. The Contractor further agrees, and shall require any and all Sub-contractors and Sub-subcontractors to agree, that they will, at their own expense, repair and replace all such defective Work and all other Work damaged thereby which becomes defective during the term of the warranty. Whenever guarantees or warranties are provided, in whatever manner, for a longer period than the warranty set forth in Agreement, such period shall govern, and the Owner shall have the full benefit of such longer warranties.

Upon discovery of any warranty defect or defects, the Owner shall give written notice thereof to the Contractor. If within ten (10) calendar days after the receipt of such written notice by the Owner to the Contractor, or its agent, requesting such repairs or replacement, the Contractor shall neglect to make or undertake with due diligence to make the same, the Owner may make such repairs at the Contractor's expense along with a ten percent (10%) administrative fee; provided, however, that in the case of emergency where in the judgment of the Owner, delay would cause certain loss or damage, repairs or replacement may be made without prior notice being sent to the Contractor, and the Contractor shall pay the reasonable cost thereof along with a ten percent (10%) administrative fee.

§ 3.6 Taxes

The Owner is exempt from Colorado State sales and use taxes on materials and equipment to be incorporated into the Work. Said taxes shall not be included in the Contract Sum. Prior to the purchase of any property to be incorporated into the Work, the Contractor shall ensure that the purchaser, including all Contractors and Subcontractors on the Project, apply to the Department of Revenue, State of Colorado, for an exemption (Form DR-0172) to be used for all Work performed and completed under this Contract. All purchases for the Work shall use the exemption from sales tax. Any costs, taxes or fines that are incurred as a result of a failure to comply with the requirements of this § 3.6 shall be paid by the Contractor.
In addition, the Owner is exempt from sales and use tax imposed by the Town of Johnstown and the County of Weld, and the Contractor shall not pay such amounts or incorporate such amounts into the Contract Sum.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, except that the Contractor shall not be obligated to pay such fees to the extent imposed by the Owner, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall at all times be fully qualified and licensed under all applicable state and local licensing laws. The Contractor shall be responsible for ensuring that each of its Subcontractors are also fully qualified and licensed under all applicable state and local licensing laws.

§ 3.7.7 The Contractor has visited the Project site and thoroughly familiarized itself with the local conditions under which the services required hereunder are to be performed and shall correlate its observations of the same with all of the requirements of the Contract Documents.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall at all times be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Communication given to the superintendent shall be as binding as if given to the Contractor. All substantive communications shall be confirmed in writing.

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and the Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in

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accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Owner and Architect of such deviation in writing at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 Copies of all Shop Drawings, Product Data, Samples and similar submittals as identified in Section 3.12 shall be preserved in an orderly manner and delivered to the Owner upon Final Completion.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably

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encumber the site with materials or equipment. The Contractor shall take necessary precautions for the safety of all persons at the site and all property at the site and adjacent thereto.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and the Architect, and agents and employees of either of them, from and against any and all liabilities, claims, damages, actions, judgments, losses, costs and expenses, including but not limited to attorneys' fees, whether directly incurred by the Owner or any other indemnified party or as a result of third-party claims against the Owner or any other indemnified party, arising out of or resulting from performance or nonperformance of the Work including but not limited to: (a) any accident or occurrence that happens or is alleged to have happened on, in or about the Project site or otherwise relating to the Project or the Work; (b) any breach of or failure to comply with the Contract Documents or to perform or observe any duty or obligation under the Contract Documents; or (c) any breach of any representation or warranty contained in the Contract Documents (collectively an "Indemnity Claim"), whether such Indemnity Claim arises on account of personal injury, bodily injury, sickness, disease or death, injury to or destruction of tangible property, monetary or economic loss, or other injury, loss or damage of any nature or kind but only to the extent attributable to the negligence or fault of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such Indemnity Claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of

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damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 The Contractor hereby represents, promises and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the services required hereunder.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement. If the Architect is dismissed by the Owner during the course of the Project, the Owner may undertake any functions of the Architect listed in the Contract Documents or designate another entity to perform such functions.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 4.2.15 Nothing contained in Article 4.2 shall relieve the Contractor of the obligation to comply with the Contract Documents.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Owner or the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity,

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the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work not involving adjustment in the Contract Sum or extension of the Contract Time may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- **.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- **.2** Unit prices stated in the Contract Documents or subsequently agreed upon;
- **.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- **.4** As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- **.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- **.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- **.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- **.5** Costs of supervision and field office personnel directly attributable to the change.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The date of Final Completion of the Work is the date that the Architect certifies in the Final Certificate for Payment pursuant to Section 9.10.1 that the Work is acceptable under the Contract Documents and the Contract is fully performed.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work. The

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Contractor agrees that time is of the essence and that the Owner shall suffer substantial damages if the Work is not completed within the time stated in the Agreement.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contractor hereby represents, promises, and warrants that the Contract Sum includes all costs consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the results required by the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.3.3.1 With each Application for Payment, the Contractor shall submit any certificates, lien waivers, releases, and other documents as may be reasonably required by the Owner or the Architect, and shall include, without limitation: (i) a conditional waiver and release in the form required by the Owner or the Architect for all Subcontractors whose Work in the current period payment is sought in the Application of Payment, and (ii) an unconditional waiver and release form in the form required by the Owner or the Architect for all Subcontractors for whose Work payment was made by the Owner in response to the Contractor's preceding Applications for Payment.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents; or
.8 Failure to comply with laws, ordinances, regulations, or orders of any public authority having jurisdiction over the performance of the Work.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. Notwithstanding any provision of the Agreement to the contrary, the Owner may refuse to make payment of the full amount recommended by the Architect because:

a. Claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work;

b. Liens have been filed or recorded in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the Owner to secure the satisfaction and discharge of such liens; or

c. Other factors entitling the Owner to a set-off against the amount recommended, including, but not limited to, the Owner's reasonable belief that factors enumerated in Section 9.5.1 exist.

If the Owner refuses to make payment of all or any portion of the amount recommended by the Architect, the Owner shall give the Contractor written notice, with a copy to the Architect, stating the reasons for such action. The Owner shall promptly pay the Contractor the amount so withheld, or any adjusted amount agreed upon by the Owner and the Contractor, when the Contractor corrects to the Owner's satisfaction the reasons for the withholding or the Owner determines that factors warranting the withholding no longer exist.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.5.5 The Owner shall make monthly progress payments as described in Section 9.4, and set forth in the Agreement, until the scheduled (including time extensions made by Change Orders) time for Substantial Completion. If the Project is not substantially complete at this time, the Owner may, at its discretion, withhold further progress payments until the Project is substantially complete.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage pursuant to Colorado law.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect: (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, (7) operating and maintenance manuals, (8) identification lists of all materials and equipment, (9) inspection certificates, (10) record documents, and (11) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are

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made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 Notwithstanding any other provision on final payment in the Contract Documents, pursuant to C.R.S. §38-26-107, the Owner shall publish a notice of final settlement twice in a public newspaper of general circulation in the County where the Project is located at least ten (10) days before the date and time of final payment. If a claim is filed before the date and time of the final payment, the Owner shall withhold from the final payment sufficient funds to pay the claim until the claim is paid or withdrawn.

§ 9.10.7 If applicable, on the date of final settlement, as advertised, and after the Contractor has submitted a written notice to the Owner that no claims have been filed, final payment shall be made in full. Notwithstanding the foregoing, if any unpaid claim for labor, materials, supplies or equipment is filed with the Owner before payment in full of all sums due the Contractor on the final settlement date, the Owner shall withhold from the Contractor sufficient funds, if available, to ensure the payment of such claim, until the same is paid or withdrawn. Such payment or withdrawal shall be evidenced by filing with the Owner a receipt of payment in full or an order authorizing withdrawal signed by the claimant or its duly authorized agent or assignee. Such funds shall ordinarily not be withheld longer than ninety (90) days following the date fixed for final settlement with the Contractor as set forth in the published notice of final settlement, unless an action at law has been commenced within that time to enforce such unpaid claim and a notice of lis pendens has been filed with the Owner. At the expiration of the ninety (90) day period, the Owner shall release to the Contractor all funds that are not the subject of such action at law. Notwithstanding the provisions in this section, in the event the Colorado statutory procedure as set forth herein is amended during the term of the Contract for construction, such amended procedure shall be substituted accordingly.

§ 9.10.8 When the Work is complete, the Contractor shall provide one complete set, in hard copy, of Drawings and Specifications upon which is marked in red all modifications made during construction so as to represent the as-built condition of the Project and shall deliver same to the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use, storage or disposal of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in accordance with all applicable laws and regulations.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 10 days after discovery, or such shorter time as may be required by law. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 The Contractor shall be solely responsible for the safety of its Work, materials, equipment, tools, and similar such items on and at the site. The Owner disclaims all responsibilities for the safety of the Work, materials, equipment, tools, and similar such items, or for any damage, which may be done to same, due to theft or any other cause, until such time as the Owner formally accepts the completed Work under Section 9.10.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are

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to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 The Owner represents that it is prohibited by the Colorado Constitution, the Johnstown Home Rule Charter, the Johnstown Municipal Code and state law from entering into indemnification obligations without appropriations in its budget which it has not made for this Agreement. Accordingly, only to the extent allowed under law, and without in any manner waiving the protections, procedural requirements, defenses and monetary limitations on damages provided for in the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as amended, , the Owner agrees to indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Owner shall not be required to defend, indemnify or hold harmless the Contractor for any acts, omissions or negligence of the Contractor, its Subcontractors, Sub-subcontractors or their employees or agents.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred to the extent permitted by law.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7. The Contractor shall not address the media with respect to emergencies without the Owner's written consent.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 [Intentionally omitted]

§ 11.2.3 [Intentionally omitted]

§ 11.3 Waivers of Subrogation

§ 11.3.1 Except as otherwise provided in the Agreement, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 [Intentionally omitted]

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor may be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

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§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law and Venue

The Contract shall be governed by the laws of the State of Colorado, excluding that jurisdiction's choice of law rules. Venue for any legal proceeding shall be in the County of Weld, State of Colorado.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Contractor waives any right to interest on payments due and unpaid from the date payment is due unless the withholding of payment by the Owner is in bad faith. Contractor further waives any right to interest for retainage withheld contrary to the terms of the Contract if the Contractor should fail to comply with the terms of the Contract Documents..

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

.4 receives a stop work order as issued by order of a court or other public authority having jurisdiction over the Project;

.5 is unable to complete the Work due to a shortage in materials caused by an act of government, such as declaration of national emergency;

.6 fails to obtain lawfully-required permits or licenses;

.7 fails to procure and maintain the insurance coverage required by the Contract Documents; or

.8 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If such costs and damages to finish the Work exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

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§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum may include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed in accordance with the Contract Documents and costs directly incurred by reason of the termination, including costs attributable to termination of Subcontracts.

§ 14.4.4 In the event of any termination of the Contract, the Contractor agrees to reasonably cooperate and provide any information requested by Owner in connection with completion of the Project. The Contractor further agrees to remove its property from the site, except as otherwise requested by the Owner.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, unless a shorter time is otherwise required by law.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

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§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 The Contractor is aware that a portion of the Work is scheduled for performance and completion during times when variable and severe weather conditions may be expected to exist and agrees expressly that the Contract Sum is based upon completion of the Work within the Contract Time and under the weather conditions reasonably foreseeable during the allotted time for the Work. For purposes of permitting an extension of time due to abnormal or unusually severe weather conditions, the following conditions, and no others, shall be considered abnormal or unusually severe:

1. Precipitation exceeding the historical mean for the months of construction by more than one standard deviation;
2. For winter construction, average temperature less than the historical mean for the months of construction by more than one standard deviation;
3. For winter construction, number of days below freezing exceeding the historical mean for the months of construction by more than one standard deviation; and/or
4. Isolated abnormal weather occurrences of a severely destructive nature, which in fact caused substantial destruction at the Site.

All statistical calculations under this paragraph shall be based upon data available from the records of the National Weather Service for Weld County, Colorado, and from the State Climatologist for the same area. The Contractor shall submit such historical and current data, together with the calculation showing the necessary standard deviation, at the time of any request for an extension of time due to abnormal or severe weather conditions.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. The term "consequential damages" shall not include the cost of any structural repair, dismantling, replacement or waste that is related to the Contractor's, a Subcontractor's, a supplier's or manufacturer's negligence.

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§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 [Intentionally omitted]

§ 15.3 Mediation

§ 15.3.1 In the event of any dispute or claim arising under or related to the Contract, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other as set forth in Section 15.2.1. If such dispute or claim is not settled through negotiations under Section 15.2.1, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbiter Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the

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auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request for mediation. The costs of mediation shall be shared equally by the parties. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court of Weld County, Colorado.

§ 15.3.2 [Intentionally omitted]

§ 15.3.3 [Intentionally omitted]

§ 15.3.4 [Intentionally omitted]

§ 15.4 [Intentionally omitted]

§ 15.4.4 [Intentionally omitted]

DRAFT

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Mark Young Construction, LLC

5/28/24

To: Mitzi McCoy
RE: Johnstown Police Department Additions and Renovation GMP

Mark Young Construction (MYC) proposes to provide all material, labor, and equipment to perform work described below for a guaranteed maximum price of:

Johnstown Police Department Additions and Renovations Base Bid - $4,916,528

Our pricing is based on the following documents:

1. Town of Johnstown-Johnstown Police Department by D2C Architects 3/14/24.
2. Johnstown Police Department Addition and renovation Project Manual volumes 1 &2 dated 3/11/24.
3. Kumar and Associates Geotechnical Report dated 4/18/23 revised 9/1/23.
4. D2C Architects bid question responses received in RFC #1 and RFC#2 dated 4/6/24.
5. Addendum 1 –Dated 4/5/24 by D2C Architects
6. Door and Hardware Schedule provided by Greeley Lock and Key 4/8/24
7. Addendum 2- Dated 4/08/24 by D2C Architects
8. Addendum 3-Dated 5/1/24 by D2C Architects

Mark Young Construction (MYC) has included the following scope of work:

1) Miscellaneous site requirements
2) Surveying
3) Selective and structural demolition
4) Shoring of existing roof structure for additions
5) Concrete paving, foundations, sidewalks, concrete patch back, drilling foundations.
6) Sealed concrete floors.
7) Structural masonry walls, brick veneer, internal masonry walls
8) Structural steel, joists and decking at additions, misc. reinforcing, lintels.
9) Rough carpentry, installing/relocating temps walls, temp evidence storage.
10) Finish carpentry, laminate cabinets, countertops, solid surface, and stainless-steel countertops, slat wall at entry, stainless sinks, chemical resistant laminate.
11) Fluid applied weather barrier at new walls.
12) EIFS at specified new walls.
13) Demo of existing flat roof and replace with new. New metal roof panels at additions and specified locations, heat resistant coating at all metal roofs.
14) Doors, frames, and hardware
15) Electric overhead door
16) Ballistic resistant glazing at lobby, new windows
17) Framing, drywall, finishing. Includes ballistic resistant material at lobby.
18) Acoustic ceiling tile, metal security ceiling panels
19) Flooring throughout building, new restroom wall finishes, resilient floor base
20) Epoxy flooring.
21) Painting, including sanding and staining of all doors and frames.
22) Fire extinguishers, FRP, stainless steel wall panels at weapons clearing.
23) Appliances
24) Motus equipment- Lockers and high-density storage
25) Plumbing
26) HVAC
27) Electrical and lighting
28) Solar panel system with a minimum 72.9 KW.
29) Communications cabling
30) Access control and security cameras
31) Fire alarm (design, engineering)
32) Site demolition, grading excavation

33) Asphalt paving, striping, signage at new parking lot
34) Security fencing, one new security gate
35) Landscaping and irrigation modifications per plan
36) Storm water utilities

Mark Young Construction (MYC) has excluded the following scope of work:

1) Development Fees, Tap, and Meter Fees
2) Colorado State Taxes
3) Town of Johnstown or Weld County Taxes
4) Abatement or Hazardous Material remediation.
5) Fire suppression.
6) Seismic upgrades to existing Mechanical, Electrical, Plumbing, Fire systems.
7) Voice evac type fire alarm system.
8) 3rd Party Commissioning assumed to be by Owner.
9) 3rd Party Quality Assurance Testing assumed to be by the Owner.
10) Unforeseen or concealed conditions that are not depicted in the Documents.
11) Uniformed guard and security services.
12) Consumption cost of water, natural gas, and electrical during construction
13) Dry utility costs-gas, telecom, electrical service, TDS telecom fiber or conduit to IT closet, any trenching, boring or surveying associated with TDS services.
14) Winter Conditions. This is based on a mutual understanding that the building is to be dried in to an extent that avoids winter conditions, based on an anticipated start date of Summer 2024 per the attached schedule.
15) Furniture, except items scheduled on sheet Q-101
16) Design/Engineering other than fire alarm, cold formed trusses, joists and deck, shoring, metal stud framing.
17) Utility tap, development, infrastructure, plant investment fees.
20) Addendum #3, Sheet A-262 detail 3 references a metal panel soffit. Based on other details and construction of building no metal soffit panels are required.

PROPOSAL CLARIFICATIONS

1. The pricing is based on a mutually agreed upon schedule with construction duration of 7 months for base bid, and 8 months if sally port alternate is accepted. Johnstown shall not incur additional costs for general conditions for schedule extensions that result from factors within MYC's control.
2. Assumed to be fully tax exempt and permit fees waived.
3. Includes performance bond.
4. Includes 10% contractor/design contingency (5% design, 5% construction). As contingency is utilized appropriate overhead/profit, insurance, and bond will be added to contingency amounts used.
5. Weather barrier is priced as Tremco ExcoAir 120 Fluid applied membrane weather barrier.
6. Decking at overhang is quoted as 1.0E deck around joists not specified on drawings.
7. MYC has included a single sanding/staining of existing doors per drawings. We cannot guarantee the existing doors will be an exact match to the new, Architect to approve sample prior to proceeding.
8. Alternate #7 is a budgetary number. The current design of the lobby bullet resistant window is not compatible with a level 7 bullet resistance rating. If level 7 is desired a new window system will need to be designed.
9. Our work for the foundation drain is limited to the new addition. No work has been included to adjust the existing to remain foundation drain or to make changes to accommodate lengthening of underdrain and impacted slope.
10. New EIFS/Stucco scope is limited to the addition only. No new EIFS, refinishing or painting of existing EIFS/Stucco at existing building walls is noted or included.
11. 60 days of maintenance included for landscaping in reference to spec section 32 92 23 section 3.6.A.
12. Alternate #5 includes new HVAC equipment only. Further investigation is required to upgrade ETR HVAC equipment.
13. Solar System will require clear space in IT Closet or Electrical room approximately 6'Hx6'W. A/E to determine location.
14. Owner is assumed to furnish WAP's for installation by Contractor.
15. Hardware groups require further development and design contingency to be used to address further revisions to door/hardware and associated rough ins (conduits). MYC door hardware, doors, access control, and security is based on Greeley Lock and Key's quote and door schedule dated 4/8/24.
16. Temp evidence includes constructing a secure space inside the weapons cleaning/vault area. A metal mesh ceiling will be installed to protect from above. Temporary card readers and security cameras will be installed

as well with an intrusion detection system. Manual lock system will also be installed as back up to card r access. Evidence handling/relocation, inventory by Owner.

17. EQ29 and EQ30 are assumed to be replaced by fixture type L7 per addendum #1.
18. Pella Wood product Lifestyle, Direct Set Fixed Frame Rectangle, Lifestyle, Direct Set Fixed Frame Rectangle included to match existing windows at the Administration Addition.
19. Erosion control includes inlet protection, vehicle tracking control pad, sediment logs, and a silt fence.
20. SC-01 is priced as: 800 grit “High Sheen” w/ Everclear VOX.
21. Lobby transaction window assumed to be configured per sheets A-422 and A-515, and not sheet A-722.
22. Costs to maintain the existing irrigation system to maintain existing landscaping are included.
23. No detail was provided for the CMU fence columns at the south of the building. Cost included to build a 2’x2’x4’ column with cultured stone veneer and precast cap with a 3’ deep foundation.
24. Radio Amp test is included in base bid. Scope of work is determined by results. Not to exceed price is $26,770 and will be drawn from contingency as needed.
25. Re-staking allowance of $2,000 included in bid
26. Drywall Patching allowance of $10,000 is included in bid
27. Flooring prep allowance of $5,000 included in bid.
28. This proposal is valid for 30 days.
29. This proposal is based on a standard AIA contract.

COST ALTERNATES

1. New South Driveway Entrance……$**71,620**
2. Replace/Upgrade existing security cameras and card readers…..……INCLUDED IN BASE BID
3. Solar Panels……...INCLUDED IN BASE BID
4. Two-Bay Sally Port Addition…… ……..……$**825,631**
5. To add BAS system to new equipment only……..…….…...$**100,722**
6. Additional Lobby Bullet resistant Wall panels, Doors and Frames to achieve level 3…..…...$**35,190**
7. Lobby Bullet Resistant Wall Panels, doors, frames increase from level 3 to level 7. In addition to Alt#6……..…… $**328,968**
8. Unit Price -Deduct for roof insulation if replacement is not required after field inspection $**5.25/SQ**

PROPOSAL DOCUMENT

We, at Mark Young Construction, believe that this bid Proposal was constructed and estimated with the highest level of detail and accurately reflects the entire cost and scope of this project. Thank you for the opportunity to provide this proposal.

Sincerely,

Garrett Burrell
Chief Estimator
MARK YOUNG CONSTRUCTION

BID TABULATION WORKSHEET

Johnstown Police Department Additions and Renovations - CD'S
Renovation of police department, two additions, updated sitework
430 S Parish Ave Johnstown, CO 80534

Gross Bldg Area: 12,369 SQFT
Duration 7.0 MONTHS
Bid Date: May 10, 2024
Bid Time: 2:00 PM

Number of Addenda: 3
Estimator: ESTIMATING TEAM
Running on Bid Day:

CONSTRUCTION COST TOTAL> $ 4,916,528

SPEC SECTION	TAB SHEET ID	WORK DESCRIPTION	COST TOTALS	SUBCONTRACTOR/SUPPLIER NAME	% OF TOTAL COST	TOTAL $/SQFT	ALT 1	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7
							VEHICULAR ACCESS GATE AND DRIVEWAY (SOUTH)	SOLAR PANELS	TWO-BAY SALLY PORT ADDITION	BUILDING AUTOMATION SYSTEM (BAS)	ADDITIONAL LOBBY BULLET RESISTANT WALL PANELS, DOORS, AND FRAMES	LOBBY BULLET RESISTANT WALL PANELS, DOORS, AND DOOR FRAMES, INCREASE FROM LEVEL 3 TO LEVEL 7
000101-004373		PROCUREMENT & CONTRACTING REQUIREMENTS	W/ TAB 1A									
011000-017900		GENERAL REQUIREMENTS	W/ TAB 1A									
		MISC SITE REQUIREMENTS	$ 49,482		1.01%	$ 4.00			$ 15,274			
	1B	SURVEYING	$ 13,100	LAT40	0.27%	$ 1.06	$ 1,200		$ 1,600			
ON DWGS	2A	EXISTING CONDITIONS (SELECTIVE DEMO)	$ 134,093	MYC	2.73%	$ 10.84					$ 3,058	$ 3,180
	2B	SHORING	W/ TAB 2A									
033000	3C	CAST IN PLACE CONCRETE	$ 217,698	MYC	4.43%	$ 17.60	$ 21,663		$ 95,184			
033543	3D	POLISHED CONCRETE FINISHING	$ 21,362	VALIANT	0.43%	$ 1.73			$ 17,312			
042113	4A	BRICK MASONRY [VENEER]	$ 172,600	BIGHORN MASONRY	3.51%	$ 13.95			$ 44,600			
042200		CONCRETE UNIT MASONRY	W/ TAB 4A									
042613		MASONRY VENEER [CMU]	W/ TAB 4A									
051200	5A	STRUCTURAL STEEL FRAMING	$ 126,052	ALLEN BUILDERS	2.56%	$ 10.19			$ 69,965			
052100		STEEL JOIST FRAMING	W/ TAB 5A									
053100		STEEL DECKING	W/ TAB 5A									
054000		COLD-FORM METAL FRAMING	W/ TAB 9A									
061053	6A	MISCELLANEOUS ROUGH CARPENTRY	$ 26,415	MYC	0.54%	$ 2.14						
061600		SHEATHING	W/ TAB 6A									
064116	6B	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS	$ 105,965	JK CONCEPTS	2.16%	$ 8.57						
064600		WOOD TRIM [BASE]	W/ TAB 6B									
066400		PLASTIC PANELING [FRP]	W/ TAB 10L									
071113	7A	BITUMINOUS DAMPPROOFING	$ 27,930	RSI	0.57%	$ 2.26			$ 23,205			
071900		WATER REPELLENTS	W/ TAB 9H									
072100		THERMAL INSULATION	W/ TAB 7A									
072119		FOAMED-IN-PLACE INSULATION	W/ TAB 7B									
072419	7D	WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEMS [EIFS]	$ 29,750	MONARCH	0.61%	$ 2.41			$ 51,900			
072500		WEATHER BARRIERS	W/ TAB 7D									
072600		VAPOR RETARDERS	W/ TAB 3C									
074113.16		STANDING SEAM METAL ROOF PANELS	W/ TAB 7F									
075423	7F	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING	$ 333,798	ADVANCED ROOFING	6.79%	$ 26.99			$ 35,478			
076200		SHEET METAL FLASHING AND TRIM	W/ TAB 7F									
076510		FLEXIBLE FLASHING DRAINAGE	W/ TAB 7D									
077100		ROOF SPECIALTIES [GUTTERS AND DOWNSPOUTS], ROOF ACCESSORIES, ROOF HATCH	W/ TAB 7F									
078400		FIRESTOPPING	W/ TAB 9A									
079200		JOINT SEALANTS	W/ TAB 7A									
081113	8A	HOLLOW METAL DOORS AND FRAMES	$ 121,580	GREELEY LOCK AND KEY	2.47%	$ 9.83			$ 7,688		$ 13,249	$ 24,154
081119		STAINLESS STEEL DOORS AND FRAMES	W/ TAB 8A									
081416		FLUSH WOOD DOORS	W/ TAB 8A									
083113		ACCESS DOORS AND FRAMES	W/ TAB MEP									
083323	8D	ROLLING SERVICE DOORS	$ 20,558	DH PACE	0.42%	$ 1.66			$ 92,965			
084113	8E	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	$ 53,872	CUTTING EDGE	1.10%	$ 4.36			$ 8,597			$ 150,000
084500		TRANSLUCENT WALL PANEL	W/ TAB 8E									
BY VENDOR		DOOR HARDWARE - BY JOHNSTOWN VENDOR	W/ TAB 8A									
088000		GLAZING, SPECIAL FUNCTION GLAZING	W/ TAB 8E									
088813		FIRE-RATED GLAZING	W/ TAB 8E									
089119		FIXED LOUVERS	W/ TAB 8E									
092216	9A	NON-STRUCTURAL METAL FRAMING	$ 218,825	DELTA DRYWALL	4.45%	$ 17.69			$ 17,936		$ 14,171	$ 107,529
092900		GYPSUM BOARD	W/ TAB 9A									
093000		TILING	W/ TAB 9F									
095113	9D	ACOUSTICAL PANEL CEILINGS	$ 123,469	FRONT RANGE CEILING	2.51%	$ 9.98						
095423		SECURITY CEILING ASSEMBLIES - LINEAR METAL	W/ TAB 9D									
096513.13		RESILIENT BASE	W/ TAB 9F									
096519	9F	RESILIENT TILE FLOORING	$ 133,562	TILE KYLE	2.72%	$ 10.80						
096723	9G	RESINOUS FLOORING [EPOXY FLOORING]	$ 52,000	STONHARD	1.06%	$ 4.20						
096813		TILE CARPETING	W/ TAB 9F									
099113	9H	EXTERIOR PAINTING	$ 74,762	NATIONAL COATINGS	1.52%	$ 6.04			$ 13,877			
099123		INTERIOR PAINTING	W/ TAB 9H									
099600		HIGH-PERFORMANCE COATINGS	W/ TAB 9H									
099723		CONCRETE SEALERS	W/ TAB 9H									
101419	10F	DIMENSIONAL LETTER SIGNAGE	$ 4,011	HUSKY CREATIVE	0.08%	$ 0.32			$ 1,066			
EXISTING		TOILET COMPARTMENTS - REINSTALL EXISTING	W/ TAB 10L									
102600		WALL PROTECTION [CORNER GUARDS]	W/ TAB 10L									
102641		BALLISTICS RESISTANT PANELS	W/ TAB 9A									
EXISTING	10L	TOILET BATH ACCESSORIES - REINSTALL EXISTING	$ 44,881	COLORADO SPECIALTIES	0.91%	$ 3.63						
104416		FIRE EXTINGUISHERS	W/ TAB 10L									

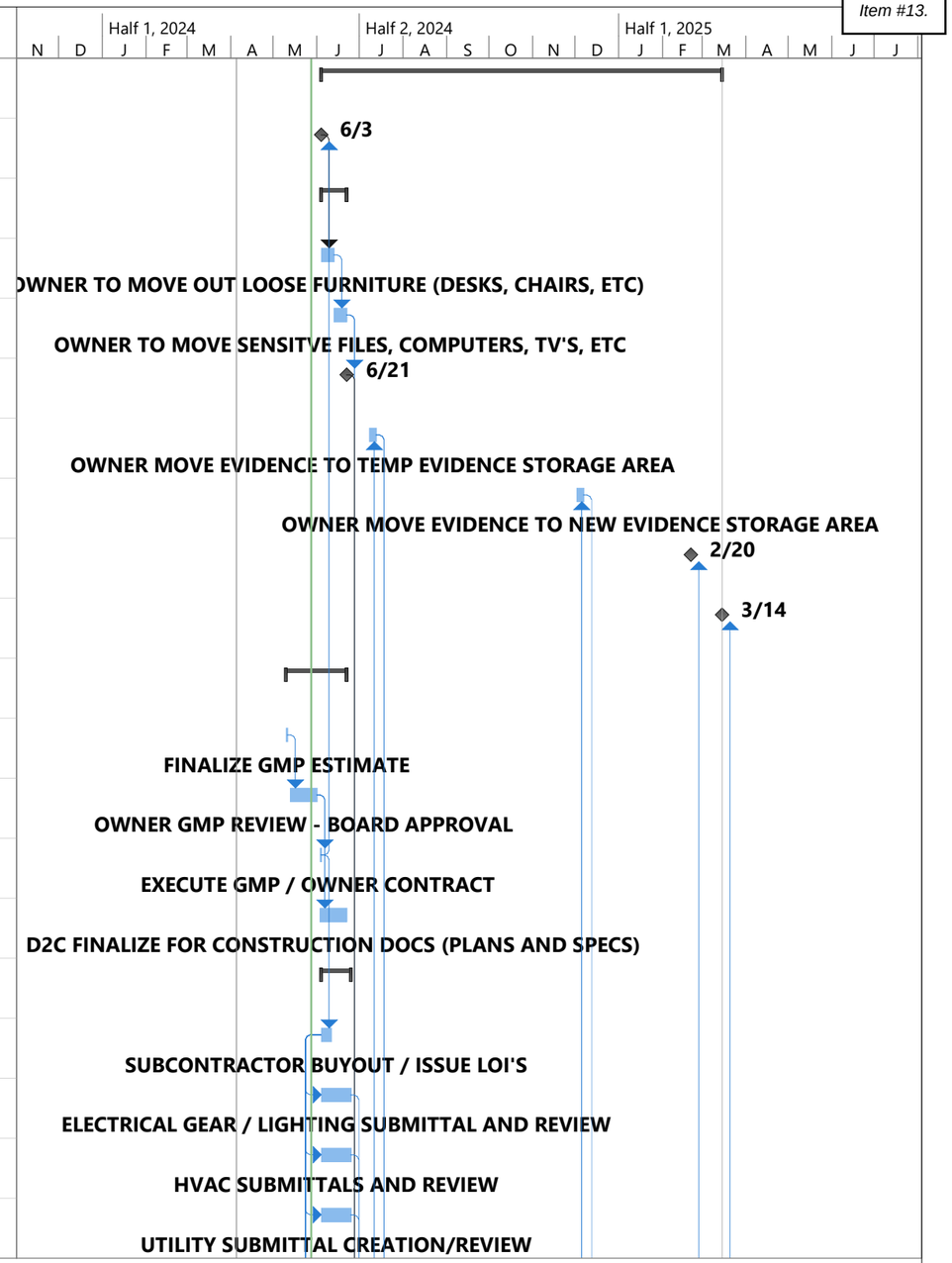
Item #13.

SPEC SECTION	TAB SHEET ID	WORK DESCRIPTION	COST TOTALS	SUBCONTRACTOR/SUPPLIER NAME	% OF TOTAL COST	TOTAL $/SQFT	ALT 1	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7
MOTUS	12A	STORAGE SPECIALTIES - MOTUS, ON DRAWINGS	$ 130,337	MOTUS	2.65%	$ 10.54						
113100	11A	RESIDENTIAL APPLIANCES	$ 4,991	SPECIALTIES APPLIANCES	0.10%	$ 0.40						
ON DWGS		METAL COUNTERTOPS - ON DRAWINGS/REFER TO MILLWORK STANDARDS	W/ TAB 6B									
123661.16		SOLID SURFACING COUNTERTOPS	W/ TAB 6B									
124816		ENTRANCE FLOOR GRILLES	W/ TAB 9F									
ON DWGS		BICYCLE RACKS - ON DRAWINGS	W/ TAB 10L									
210500	21A	COMMON WORK RESULTS FOR FIRE SUPPRESSION	N/A									
211300		FIRE-SUPPRESSION SPRINKLER SYSTEMS	W/ TAB 21A									
219000		FIRE-SUPPRESSION SYSTEM PROJECT CLOSEOUT	W/ TAB 21A									
220500	22A	COMMON WORK RESULTS FOR PLUMBING	$ 121,400	INDEPENDENT PLUMBING	2.47%	$ 9.81			$ 56,500			
220700		PLUMBING INSULATION	W/ TAB 22A									
220800		COMMISSIONING OF PLUMBING	W/ TAB 22A									
221000		PLUMBING PIPING	W/ TAB 22A									
222123		NATURAL GAS SYSTEMS	W/ TAB 22A									
224000		PLUMBING FIXTURES	W/ TAB 22A									
229000		PLUMBING PROJECT CLOSEOUT	W/ TAB 22A									
230501/260501	23A	MECHANICAL AND ELECTRICAL COORDINATION	$ 340,987	AIR COMFORT	6.94%	$ 27.57			$ 43,580	$ 85,385		
230502		BASIC MECHANICAL REQUIREMENTS	W/ TAB 23A									
230503		BASIC MECHANICAL MATERAILS AND METHODS	W/ TAB 23A									
230513		MOTORS AND STARTERS	W/ TAB 23A									
230521		PIPE AND PIPE FITTINGS	W/ TAB 23A									
230522		PIPING ACCESSORIES	W/ TAB 23A									
230523		VALVES	W/ TAB 23A									
230529		PIPE SUPPORTS AND ANCHORS	W/ TAB 23A									
230530		ELECTRONIC SPEED CONTROLLERS	W/ TAB 23A									
230548		VIBRATION CONTROL	W/ TAB 23A									
230553		MECHANICAL IDENTIFICATION	W/ TAB 23A									
230593		TEST-ADJUST-BALANCE	W/ TAB 23A									
230700		MECHANICAL INSULATION	W/ TAB 23A									
230900		BUILDING AUTOMATION AND AUTOMATIC TEMPERATURE CONTROL SYSTEMS	W/ TAB 23A									
232300		REFRIGERANT PIPING	W/ TAB 23A									
233113		DUCTWORK	W/ TAB 23A									
233300		DUCTWORK ACCESSORIES	W/ TAB 23A									
233400		FANS	W/ TAB 23A									
233600		AIR TERMINAL UNITS	W/ TAB 23A									
233700		AIR INLETS AND OUTLETS	W/ TAB 23A									
237400		PACKAGED ROOFTOP AIR CONDITIONING UNITS	W/ TAB 23A									
238126		SPLIT SYSTEM AIR CONDITIONERS	W/ TAB 23A									
238239		HEATING TERMINAL UNITS	W/ TAB 23A									
239000		PROJECT CLOSEOUT	W/ TAB 23A									
260500	26A	COMMON REQUIREMENTS FOR ELECTRICAL	$ 410,727	AXIS	8.35%	$ 33.21	$ 4,250		$ 28,350	$ 1,850		
260501/230501		REFER TO MECH - MECHANICAL AND ELECTRICAL COORDINATION	W/ TAB 26A									
260503		MANUFACTURERS	W/ TAB 26A									
260505		ELECTRICAL DEMOLITION AND RELOCATION	W/ TAB 26A									
260510		TESTING AND CERTIFICATION	W/ TAB 26A									
260519		ELECTRICAL POWER CONDUCTORS AND CABLES	W/ TAB 26A									
260526		GROUNDING AND BONDING	W/ TAB 26A									
260529		HANGERS AND SUPPORTS	W/ TAB 26A									
260533		RACEWAYS AND BOXES	W/ TAB 26A									
260553		IDENTIFICATION	W/ TAB 26A									
260943		LIGHTING CONTROL SYSTEM	W/ TAB 26A									
262726		WIRING DEVICES	W/ TAB 26A									
262816		ENCLOSED SWITCHES, FUSES AND CIRCUIT BREAKERS	W/ TAB 26A									
265000		LIGHTING FIXTURES	W/ TAB 26A									
265613		POLES AND STANDARDS	W/ TAB 26A									
269000		PROJECT CLOSEOUT	W/ TAB 26A									
APPENDIX		LIGHTING FIXTURE CUT SHEETS - APPENDIX A	W/ TAB 26A									
ON DWGS		COMM. CABINETS, RACKS, FRAMES, AND ENCLOSURES	W/ TAB 26A									
WAITING	26B	SOLAR PANELS	$ 183,480	PHOTON BROTHERS	3.73%	$ 14.83						
270500	27A	COMMON WORK RESULTS FOR COMMUNICATIONS	$ 82,457	NNSI	1.68%	$ 6.67	$ 2,963		$ 2,984			
270526		TELECOMMUNICATIONS GROUNDING AND BONDING	W/ TAB 27A									
270533		TELECOMMUNICATIONS RACEWAYS AND BOXES	W/ TAB 27A									
271100		COMMUNICATIONS EQUIPMENT ROOM FIT-OUT	W/ TAB 27A									
271500		COMMUNICATIONS HORIZONTAL CABLING	W/ TAB 27A									
No Spec		FIRE ALARM	W/ TAB 26A									
284622	28B	SECURITY SYSTEMS - GENERAL	$ 187,523	Greeley Lock & Key	3.81%	$ 15.16	$ 4,689		$ 46,573			
284622	28C	ERRS TESTING	$ 1,050	TRIPLE C	0.02%	$ 0.08						
280001		SECURITY SYSTEM MONITORING AND CONTROLS	W/ TAB 28B									
281300		ACCESS CONTROL SYSTEM	W/ TAB 28B									
282300		VIDEO SURVEILLANCE SYSTEM	W/ TAB 28B									
311000	31B	SITE CLEARING - PEC W/ COMPONENTS FROM KUMAR GEOTECH REPORT	$ 170,265	DOBBS EXCAVATING	3.46%	$ 13.77	$ 2,605		$ 4,695			
312000		EARTH MOVING - PEC W/ COMPONENTS FROM KUMAR GEOTECH REPORT	W/ TAB 31B									
312500		EROSION AND SEDIMENT CONTROLS - RE: DRAWINGS/JOHNSTOWN STANDARDS	W/ TAB 31B									
313700		RIPRAP - RE: DRAWINGS/JOHNSTOWN STANDARDS	W/ TAB 31B									
321216	32D	ASPHALT PAVING - GEOTECH	$ 73,697	ASHPALT SPECIALITES	1.50%	$ 5.96	$ 3,965		$ (10,642)			
321313		CONCRETE PAVING - GEOTECH	W/ TAB 3C									
321723	32E	PAVEMENT MARKINGS - RE: DRAWINGS/JOHNSTOWN STANDARDS	$ 2,820	S&S STRIPING	0.06%	$ 0.23						
ON DWGS	32F	ORNAMENTAL FENCES AND ORNAMENTAL GATES	$ 57,382	BLACK EAGLE	1.17%	$ 4.64	$ 22,955					
324000	32H	BOULDERS (LANDSCAPING)	$ 115,726	CUSTOM ENVIRONMENTAL	2.35%	$ 9.36	$ (2,260)					
329113		SOIL PREPARATION	W/ TAB 32H									

Item #13.

SPEC SECTION	TAB SHEET ID	WORK DESCRIPTION	COST TOTALS	SUBCONTRACTOR/SUPPLIER NAME	% OF TOTAL COST	TOTAL $/SQFT	ALT 1	ALT 3	ALT 4	ALT 5	ALT 6	ALT 7
329120		TOPSOIL	W/ TAB 32H									
329223		SODDING	W/ TAB 32H									
329300		PLANTS	W/ TAB 32H									
331000	33A	WATER UTILITIES - RE: DRAWINGS/JOHNSTOWN STANDARDS	W/ TAB 31B									
333300		SANITARY SEWER UTILITIES - RE: DRAWINGS/JOHNSTOWN STANDARDS	W/ TAB 33A									
334000		STORM DRAINAGE SYSTEMS - REFER TO CITY OF FORT COLLINS SPECIFICATIONS	W/ TAB 33A									
CITY FORM		STATEMENT OF UTILITY NEEDS - IRRIGATION - JOHNSTOWN FORM	W/ TAB 32H									
CITY FORM		WATER DEMAND ANALYSIS - IRRIGATION - JOHNSTOWN FORM	W/ TAB 32H									
		DIRECT COST SUBTOTAL >>>	$ 3,988,607		81.13%	$ 322.47	$ 62,030	$ -	$ 668,687	$ 87,235	$ 30,478	$ 284,863
	1A	GENERAL CONDITIONS	$ 280,950		5.71%	$ 22.71			$ 52,825			
		MYC CONSTRUCTION FEE	$ 170,782		3.47%	$ 13.81	$ 2,481	$ -	$ 26,747	$ 3,489	$ 1,219	$ 11,395
		CONSTRUCTION/DESIGN CONTINGENCY 10%	$ 398,861		8.11%	$ 32.25	$ 6,203	$ -	$ 66,869	$ 8,724	$ 3,048	$ 28,486
		GENERAL LIABILITY / UMBRELLA / POLLUTION INSURANCE	$ 23,750		0.48%	$ 1.92	$ 142	$ -	$ 1,646	$ 200	$ 70	$ 714
		BUILDER'S RISK INSURANCE	$ 7,187		0.15%	$ 0.58	$ 99	$ -	$ 1,143	$ 140	$ 49	$ 456
		PERFORMANCE & PAYMENT BOND	$ 46,392		0.94%	$ 3.75	$ 665	$ -	$ 7,713	$ 935	$ 327	$ 3,055
		INDIRECT COST SUBTOTAL >>>	$ 927,922		18.87%	$ 75.02	$ 9,590	$ -	$ 156,944	$ 13,487	$ 4,712	$ 44,105
		CONSTRUCTION COST TOTALS >>>	$ 4,916,528		100.00%	$ 397.49	$ 71,620	$ -	$ 825,631	$ 100,722	$ 35,190	$ 328,968
		UNIT COSTS ($/SF) >>>	$ 397.49									

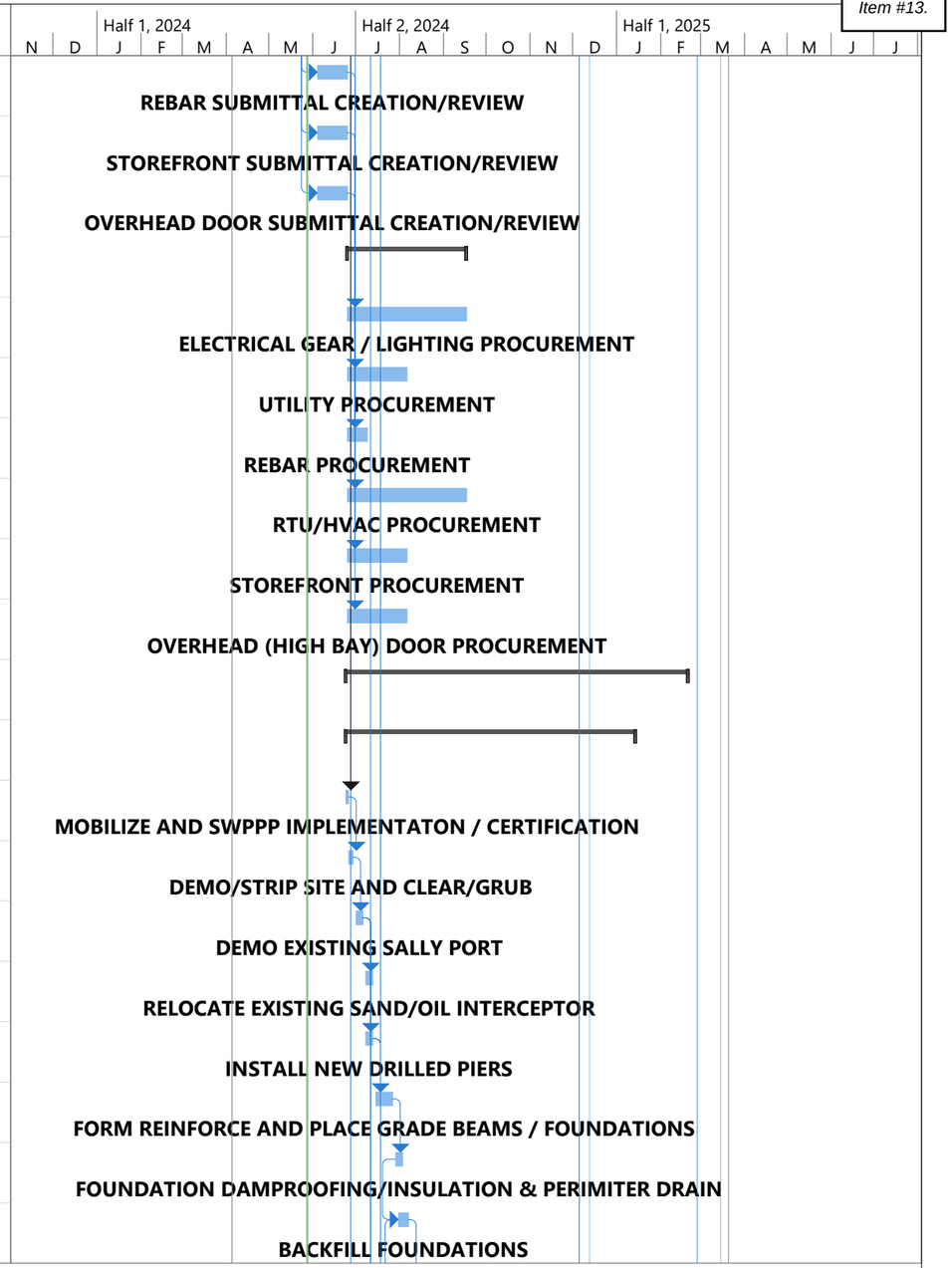
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		**OWNER**	**204 days**	**Mon 6/3/24**	**Fri 3/14/25**	
2		OWNER SIGN GMP CONTRACT	0 days	Mon 6/3/24	Mon 6/3/24	14
3		OWNER MOVE OUT	**14 days**	**Tue 6/4/24**	**Fri 6/21/24**	
4		OWNER TO MOVE OUT LOOSE FURNITURE (DESKS, CHAIRS, ETC)	7 days	Tue 6/4/24	Wed 6/12/24	2
5		OWNER TO MOVE SENSITVE FILES, COMPUTERS, TV'S, ETC	7 days	Thu 6/13/24	Fri 6/21/24	4
6		OWNER ISSUE NTP	0 days	Fri 6/21/24	Fri 6/21/24	5
7		OWNER MOVE EVIDENCE TO TEMP EVIDENCE STORAGE AREA	5 days	Mon 7/8/24	Fri 7/12/24	104
8		OWNER MOVE EVIDENCE TO NEW EVIDENCE STORAGE AREA	5 days	Mon 12/2/24	Fri 12/6/24	70
9		SUBSTANTIAL COMPLETION	0 days	Thu 2/20/25	Thu 2/20/25	178
10		FINAL COMPLETION	0 days	Fri 3/14/25	Fri 3/14/25	180
11		**PRECONSTRUCTION**	**31 days**	**Fri 5/10/24**	**Fri 6/21/24**	
12		FINALIZE GMP ESTIMATE	1 day	Fri 5/10/24	Fri 5/10/24	
13		OWNER GMP REVIEW - BOARD APPROVAL	15 days	Mon 5/13/24	Fri 5/31/24	12
14		EXECUTE GMP / OWNER CONTRACT	1 day	Mon 6/3/24	Mon 6/3/24	13
15		D2C FINALIZE FOR CONSTRUCTION DOCS (PLANS AND SPECS)	15 days	Mon 6/3/24	Fri 6/21/24	13
16		**LOI'S / EARLY SUBMITTALS**	**15 days**	**Tue 6/4/24**	**Mon 6/24/24**	
17		SUBCONTRACTOR BUYOUT / ISSUE LOI'S	5 days	Tue 6/4/24	Mon 6/10/24	14
18		ELECTRICAL GEAR / LIGHTING SUBMITTAL AND REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS
19		HVAC SUBMITTALS AND REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS
20		UTILITY SUBMITTAL CREATION/REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS



Project: Johnstown PD Project S
Date: Tue 5/28/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

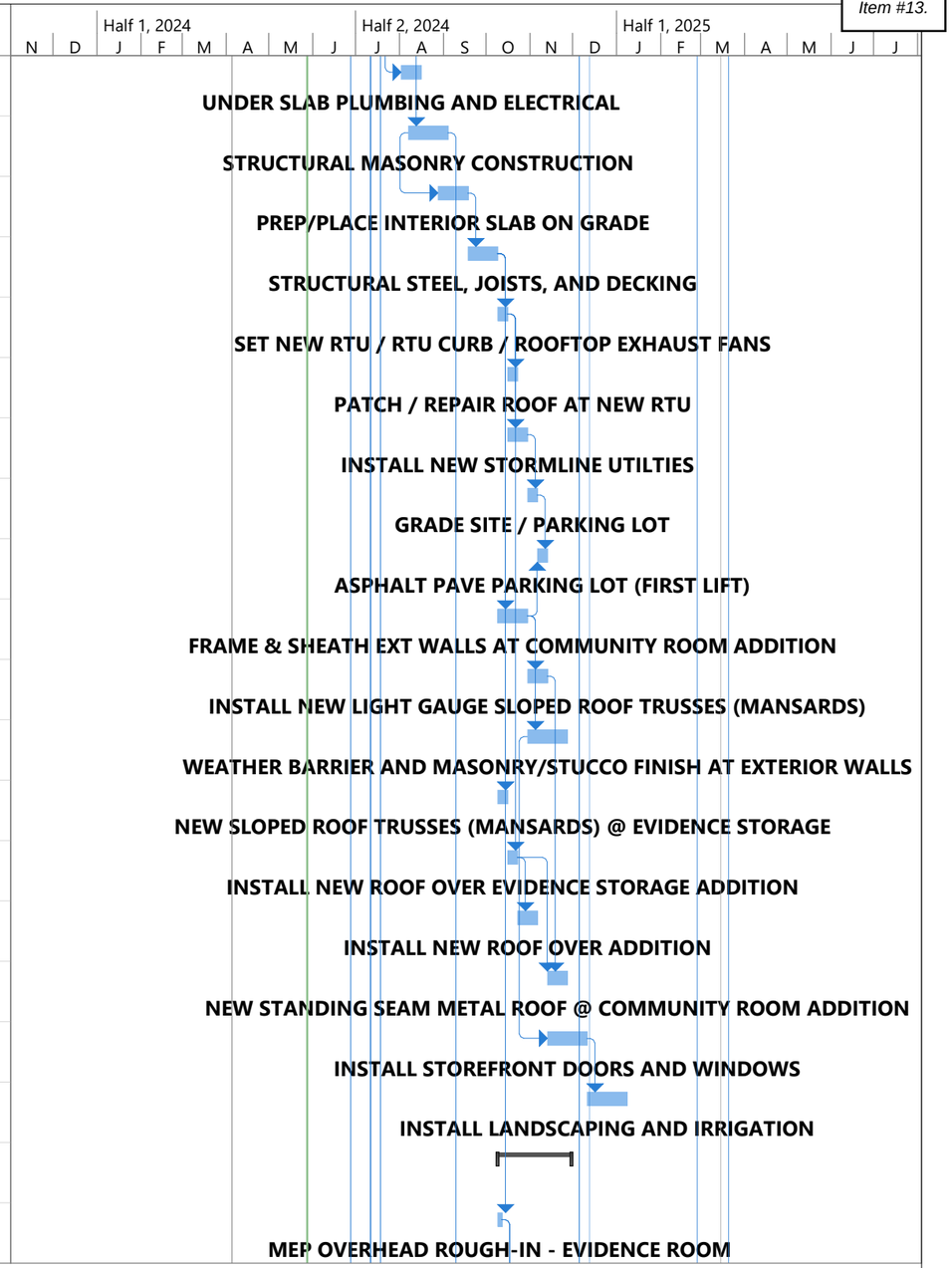
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
21		REBAR SUBMITTAL CREATION/REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS
22		STOREFRONT SUBMITTAL CREATION/REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS
23		OVERHEAD DOOR SUBMITTAL CREATION/REVIEW	15 days	Tue 6/4/24	Mon 6/24/24	17SS
24		**LONG LEAD MATERIAL PROCUREMENT**	**60 days**	**Tue 6/25/24**	**Mon 9/16/24**	
25		ELECTRICAL GEAR / LIGHTING PROCUREMENT	60 days	Tue 6/25/24	Mon 9/16/24	18
26		UTILITY PROCUREMENT	30 days	Tue 6/25/24	Mon 8/5/24	20
27		REBAR PROCUREMENT	10 days	Tue 6/25/24	Mon 7/8/24	21
28		RTU/HVAC PROCUREMENT	60 days	Tue 6/25/24	Mon 9/16/24	19
29		STOREFRONT PROCUREMENT	30 days	Tue 6/25/24	Mon 8/5/24	22
30		OVERHEAD (HIGH BAY) DOOR PROCUREMENT	30 days	Tue 6/25/24	Mon 8/5/24	23
31		**CONSTRUCTION**	**173 days**	**Mon 6/24/24**	**Wed 2/19/25**	
32		**NEW ADDITION**	**146 days**	**Mon 6/24/24**	**Mon 1/13/25**	
33		MOBILIZE AND SWPPP IMPLEMENTATON / CERTIFICATION	2 days	Mon 6/24/24	Tue 6/25/24	6
34		DEMO/STRIP SITE AND CLEAR/GRUB	3 days	Wed 6/26/24	Fri 6/28/24	33
35		DEMO EXISTING SALLY PORT	5 days	Mon 7/1/24	Fri 7/5/24	34
36		RELOCATE EXISTING SAND/OIL INTERCEPTOR	5 days	Mon 7/8/24	Fri 7/12/24	35
37		INSTALL NEW DRILLED PIERS	5 days	Mon 7/8/24	Fri 7/12/24	35
38		FORM REINFORCE AND PLACE GRADE BEAMS / FOUNDATIONS	10 days	Mon 7/15/24	Fri 7/26/24	37
39		FOUNDATION DAMPROOFING/INSULATION & PERIMITER DRAIN	5 days	Mon 7/29/24	Fri 8/2/24	38
40		BACKFILL FOUNDATIONS	5 days	Wed 7/31/24	Tue 8/6/24	39SS+2 days



Project: Johnstown PD Project S
Date: Tue 5/28/24

Task | Split | Milestone | Summary
Project Summary | Inactive Task | Inactive Milestone | Inactive Summary
Manual Task | Duration-only | Manual Summary Rollup | Manual Summary
Start-only | Finish-only | External Tasks | External Milestone
Deadline | Progress | Manual Progress

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
41		UNDER SLAB PLUMBING AND ELECTRICAL	10 days	Fri 8/2/24	Thu 8/15/24	40SS+2 days
42		STRUCTURAL MASONRY CONSTRUCTION	20 days	Wed 8/7/24	Tue 9/3/24	40
43		PREP/PLACE INTERIOR SLAB ON GRADE	15 days	Wed 8/28/24	Tue 9/17/24	42SS+15 days
44		STRUCTURAL STEEL, JOISTS, AND DECKING	15 days	Wed 9/18/24	Tue 10/8/24	43
45		SET NEW RTU / RTU CURB / ROOFTOP EXHAUST FANS	5 days	Wed 10/9/24	Tue 10/15/24	44
46		PATCH / REPAIR ROOF AT NEW RTU	5 days	Wed 10/16/24	Tue 10/22/24	45
47		INSTALL NEW STORMLINE UTILTIES	10 days	Wed 10/16/24	Tue 10/29/24	45
48		GRADE SITE / PARKING LOT	5 days	Wed 10/30/24	Tue 11/5/24	47
49		ASPHALT PAVE PARKING LOT (FIRST LIFT)	5 days	Wed 11/6/24	Tue 11/12/24	48,50
50		FRAME & SHEATH EXT WALLS AT COMMUNITY ROOM ADDITION	15 days	Wed 10/9/24	Tue 10/29/24	44
51		INSTALL NEW LIGHT GAUGE SLOPED ROOF TRUSSES (MANSARDS)	10 days	Wed 10/30/24	Tue 11/12/24	50
52		WEATHER BARRIER AND MASONRY/STUCCO FINISH AT EXTERIOR WALLS	20 days	Wed 10/30/24	Tue 11/26/24	50
53		NEW SLOPED ROOF TRUSSES (MANSARDS) @ EVIDENCE STORAGE	5 days	Wed 10/9/24	Tue 10/15/24	44
54		INSTALL NEW ROOF OVER EVIDENCE STORAGE ADDITION	5 days	Wed 10/16/24	Tue 10/22/24	45
55		INSTALL NEW ROOF OVER ADDITION	10 days	Wed 10/23/24	Tue 11/5/24	54
56		NEW STANDING SEAM METAL ROOF @ COMMUNITY ROOM ADDITION	10 days	Wed 11/13/24	Tue 11/26/24	54,51
57		INSTALL STOREFRONT DOORS AND WINDOWS	20 days	Wed 11/13/24	Tue 12/10/24	52SS+10 days
58		INSTALL LANDSCAPING AND IRRIGATION	20 days	Wed 12/11/24	Tue 1/7/25	57
59		**PROPERTY / EVIDENCE STORAGE ROOM**	**38 days**	**Wed 10/9/24**	**Fri 11/29/24**	
60		MEP OVERHEAD ROUGH-IN - EVIDENCE ROOM	3 days	Wed 10/9/24	Fri 10/11/24	44



Project: Johnstown PD Project S
Date: Tue 5/28/24

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Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
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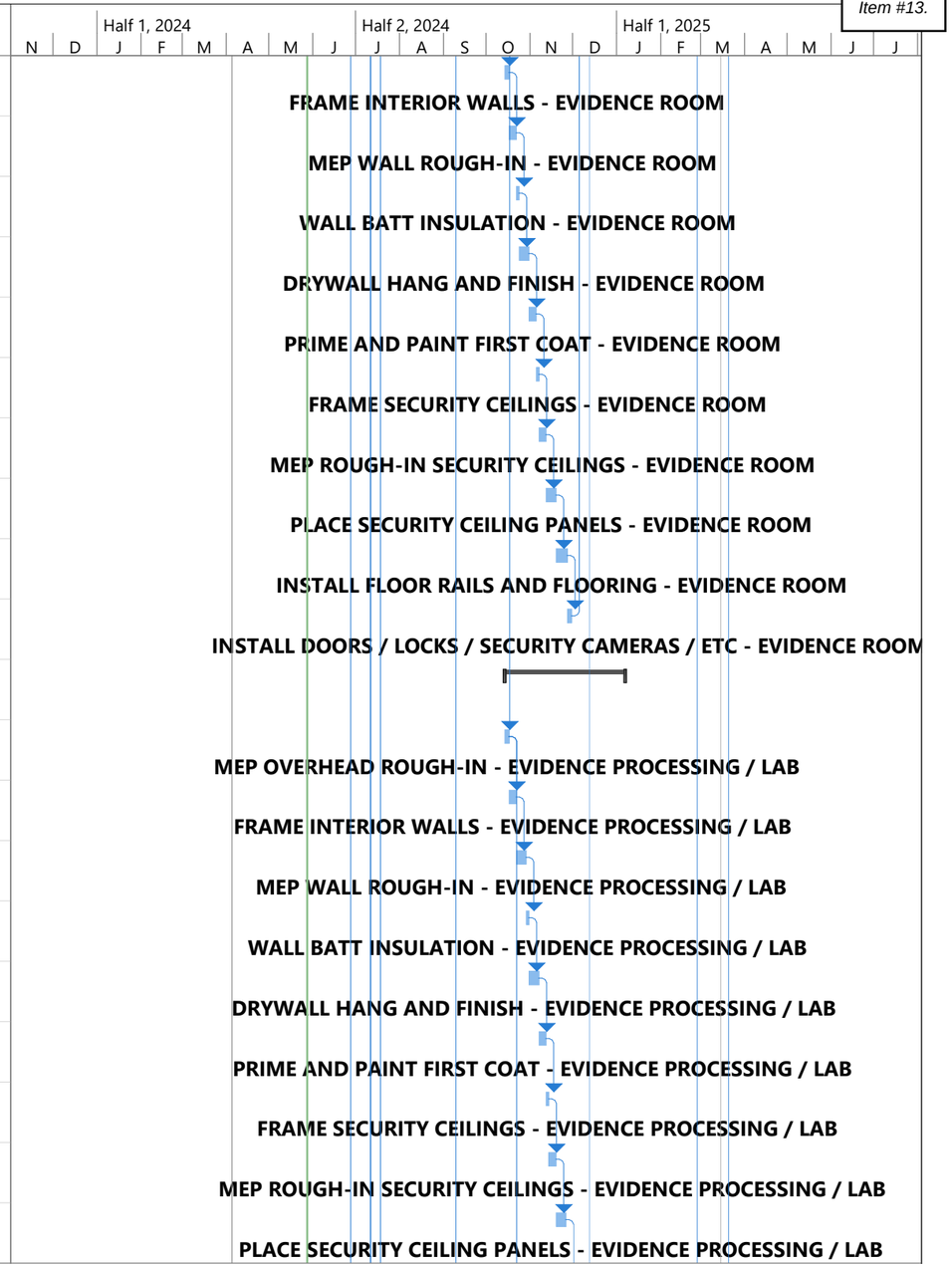
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
61		FRAME INTERIOR WALLS - EVIDENCE ROOM	3 days	Mon 10/14/24	Wed 10/16/24	60
62		MEP WALL ROUGH-IN - EVIDENCE ROOM	3 days	Thu 10/17/24	Mon 10/21/24	61
63		WALL BATT INSULATION - EVIDENCE ROOM	2 days	Tue 10/22/24	Wed 10/23/24	62
64		DRYWALL HANG AND FINISH - EVIDENCE ROOM	5 days	Thu 10/24/24	Wed 10/30/24	63
65		PRIME AND PAINT FIRST COAT - EVIDENCE ROOM	3 days	Thu 10/31/24	Mon 11/4/24	64
66		FRAME SECURITY CEILINGS - EVIDENCE ROOM	2 days	Tue 11/5/24	Wed 11/6/24	65
67		MEP ROUGH-IN SECURITY CEILINGS - EVIDENCE ROOM	3 days	Thu 11/7/24	Mon 11/11/24	66
68		PLACE SECURITY CEILING PANELS - EVIDENCE ROOM	5 days	Tue 11/12/24	Mon 11/18/24	67
69		INSTALL FLOOR RAILS AND FLOORING - EVIDENCE ROOM	6 days	Tue 11/19/24	Tue 11/26/24	68
70		INSTALL DOORS / LOCKS / SECURITY CAMERAS / ETC - EVIDENCE ROOM	3 days	Wed 11/27/24	Fri 11/29/24	69
71		**EVIDENCE PROCESSING / LAB**	**61 days**	**Mon 10/14/24**	**Mon 1/6/25**	
72		MEP OVERHEAD ROUGH-IN - EVIDENCE PROCESSING / LAB	3 days	Mon 10/14/24	Wed 10/16/24	60
73		FRAME INTERIOR WALLS - EVIDENCE PROCESSING / LAB	3 days	Thu 10/17/24	Mon 10/21/24	72
74		MEP WALL ROUGH-IN - EVIDENCE PROCESSING / LAB	5 days	Tue 10/22/24	Mon 10/28/24	73
75		WALL BATT INSULATION - EVIDENCE PROCESSING / LAB	2 days	Tue 10/29/24	Wed 10/30/24	74
76		DRYWALL HANG AND FINISH - EVIDENCE PROCESSING / LAB	5 days	Thu 10/31/24	Wed 11/6/24	75
77		PRIME AND PAINT FIRST COAT - EVIDENCE PROCESSING / LAB	3 days	Thu 11/7/24	Mon 11/11/24	76
78		FRAME SECURITY CEILINGS - EVIDENCE PROCESSING / LAB	2 days	Tue 11/12/24	Wed 11/13/24	77
79		MEP ROUGH-IN SECURITY CEILINGS - EVIDENCE PROCESSING / LAB	3 days	Thu 11/14/24	Mon 11/18/24	78
80		PLACE SECURITY CEILING PANELS - EVIDENCE PROCESSING / LAB	5 days	Tue 11/19/24	Mon 11/25/24	79



Project: Johnstown PD Project S
Date: Tue 5/28/24

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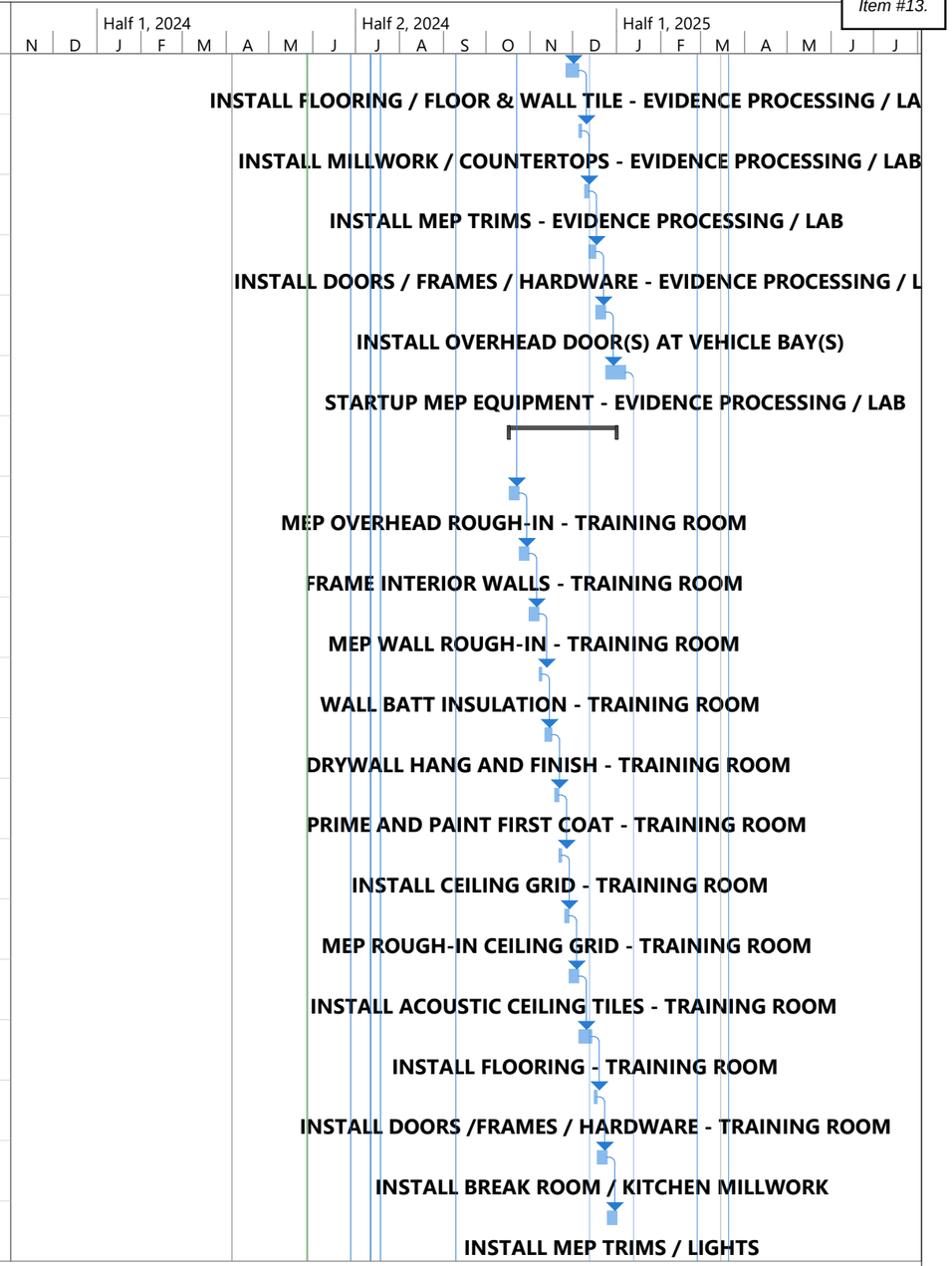
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
81		INSTALL FLOORING / FLOOR & WALL TILE - EVIDENCE PROCESSING / LAB	7 days	Tue 11/26/24	Wed 12/4/24	80
82		INSTALL MILLWORK / COUNTERTOPS - EVIDENCE PROCESSING / LAB	2 days	Thu 12/5/24	Fri 12/6/24	81
83		INSTALL MEP TRIMS - EVIDENCE PROCESSING / LAB	3 days	Mon 12/9/24	Wed 12/11/24	82
84		INSTALL DOORS / FRAMES / HARDWARE - EVIDENCE PROCESSING / LAB	3 days	Thu 12/12/24	Mon 12/16/24	83
85		INSTALL OVERHEAD DOOR(S) AT VEHICLE BAY(S)	5 days	Tue 12/17/24	Mon 12/23/24	84
86		STARTUP MEP EQUIPMENT - EVIDENCE PROCESSING / LAB	10 days	Tue 12/24/24	Mon 1/6/25	85
87		**TRAINING ROOM ADDITION**	**54 days**	**Thu 10/17/24**	**Tue 12/31/24**	
88		MEP OVERHEAD ROUGH-IN - TRAINING ROOM	5 days	Thu 10/17/24	Wed 10/23/24	72
89		FRAME INTERIOR WALLS - TRAINING ROOM	5 days	Thu 10/24/24	Wed 10/30/24	88
90		MEP WALL ROUGH-IN - TRAINING ROOM	5 days	Thu 10/31/24	Wed 11/6/24	89
91		WALL BATT INSULATION - TRAINING ROOM	2 days	Thu 11/7/24	Fri 11/8/24	90
92		DRYWALL HANG AND FINISH - TRAINING ROOM	5 days	Mon 11/11/24	Fri 11/15/24	91
93		PRIME AND PAINT FIRST COAT - TRAINING ROOM	3 days	Mon 11/18/24	Wed 11/20/24	92
94		INSTALL CEILING GRID - TRAINING ROOM	2 days	Thu 11/21/24	Fri 11/22/24	93
95		MEP ROUGH-IN CEILING GRID - TRAINING ROOM	3 days	Mon 11/25/24	Wed 11/27/24	94
96		INSTALL ACOUSTIC CEILING TILES - TRAINING ROOM	5 days	Thu 11/28/24	Wed 12/4/24	95
97		INSTALL FLOORING - TRAINING ROOM	7 days	Thu 12/5/24	Fri 12/13/24	96
98		INSTALL DOORS /FRAMES / HARDWARE - TRAINING ROOM	2 days	Mon 12/16/24	Tue 12/17/24	97
99		INSTALL BREAK ROOM / KITCHEN MILLWORK	5 days	Wed 12/18/24	Tue 12/24/24	98
100		INSTALL MEP TRIMS / LIGHTS	5 days	Wed 12/25/24	Tue 12/31/24	99



Project: Johnstown PD Project S
Date: Tue 5/28/24

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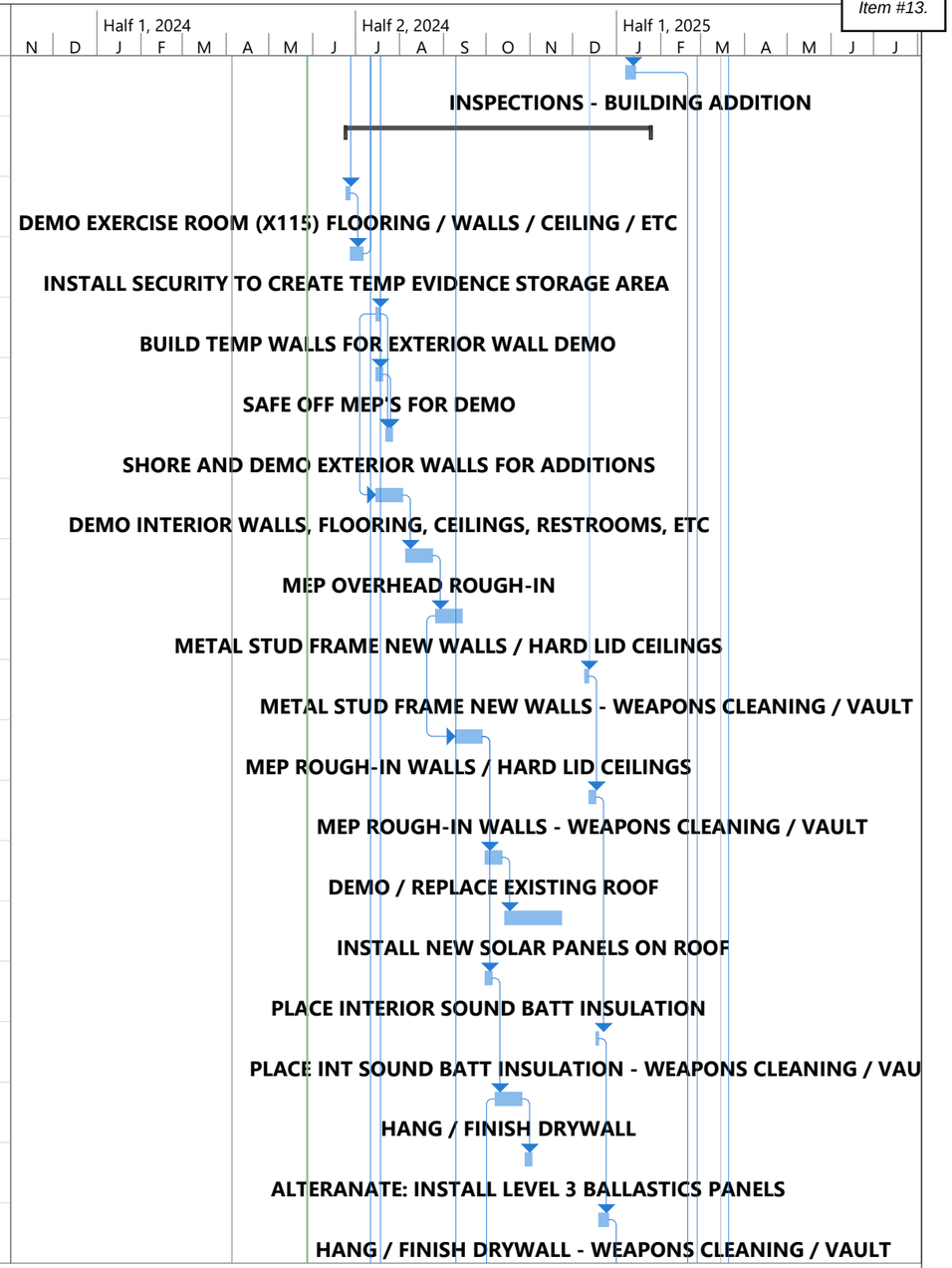
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
101		INSPECTIONS - BUILDING ADDITION	5 days	Tue 1/7/25	Mon 1/13/25	86
102		**RENOVATION**	**155 days**	**Mon 6/24/24**	**Fri 1/24/25**	
103		DEMO EXERCISE ROOM (X115) FLOORING / WALLS / CEILING / ETC	3 days	Mon 6/24/24	Wed 6/26/24	5
104		INSTALL SECURITY TO CREATE TEMP EVIDENCE STORAGE AREA	7 days	Thu 6/27/24	Fri 7/5/24	103
105		BUILD TEMP WALLS FOR EXTERIOR WALL DEMO	3 days	Mon 7/15/24	Wed 7/17/24	7
106		SAFE OFF MEP'S FOR DEMO	5 days	Mon 7/15/24	Fri 7/19/24	7
107		SHORE AND DEMO EXTERIOR WALLS FOR ADDITIONS	5 days	Mon 7/22/24	Fri 7/26/24	105,106
108		DEMO INTERIOR WALLS, FLOORING, CEILINGS, RESTROOMS, ETC	15 days	Mon 7/15/24	Fri 8/2/24	105SS
109		MEP OVERHEAD ROUGH-IN	15 days	Mon 8/5/24	Fri 8/23/24	108
110		METAL STUD FRAME NEW WALLS / HARD LID CEILINGS	15 days	Mon 8/26/24	Fri 9/13/24	109
111		METAL STUD FRAME NEW WALLS - WEAPONS CLEANING / VAULT	3 days	Mon 12/9/24	Wed 12/11/24	8
112		MEP ROUGH-IN WALLS / HARD LID CEILINGS	15 days	Mon 9/9/24	Fri 9/27/24	110SS+10 days
113		MEP ROUGH-IN WALLS - WEAPONS CLEANING / VAULT	3 days	Thu 12/12/24	Mon 12/16/24	111
114		DEMO / REPLACE EXISTING ROOF	10 days	Mon 9/30/24	Fri 10/11/24	112
115		INSTALL NEW SOLAR PANELS ON ROOF	30 days	Mon 10/14/24	Fri 11/22/24	114
116		PLACE INTERIOR SOUND BATT INSULATION	5 days	Mon 9/30/24	Fri 10/4/24	112
117		PLACE INT SOUND BATT INSULATION - WEAPONS CLEANING / VAULT	2 days	Tue 12/17/24	Wed 12/18/24	113
118		HANG / FINISH DRYWALL	15 days	Mon 10/7/24	Fri 10/25/24	116
119		ALTERANATE: INSTALL LEVEL 3 BALLASTICS PANELS	5 days	Mon 10/28/24	Fri 11/1/24	118
120		HANG / FINISH DRYWALL - WEAPONS CLEANING / VAULT	5 days	Thu 12/19/24	Wed 12/25/24	117



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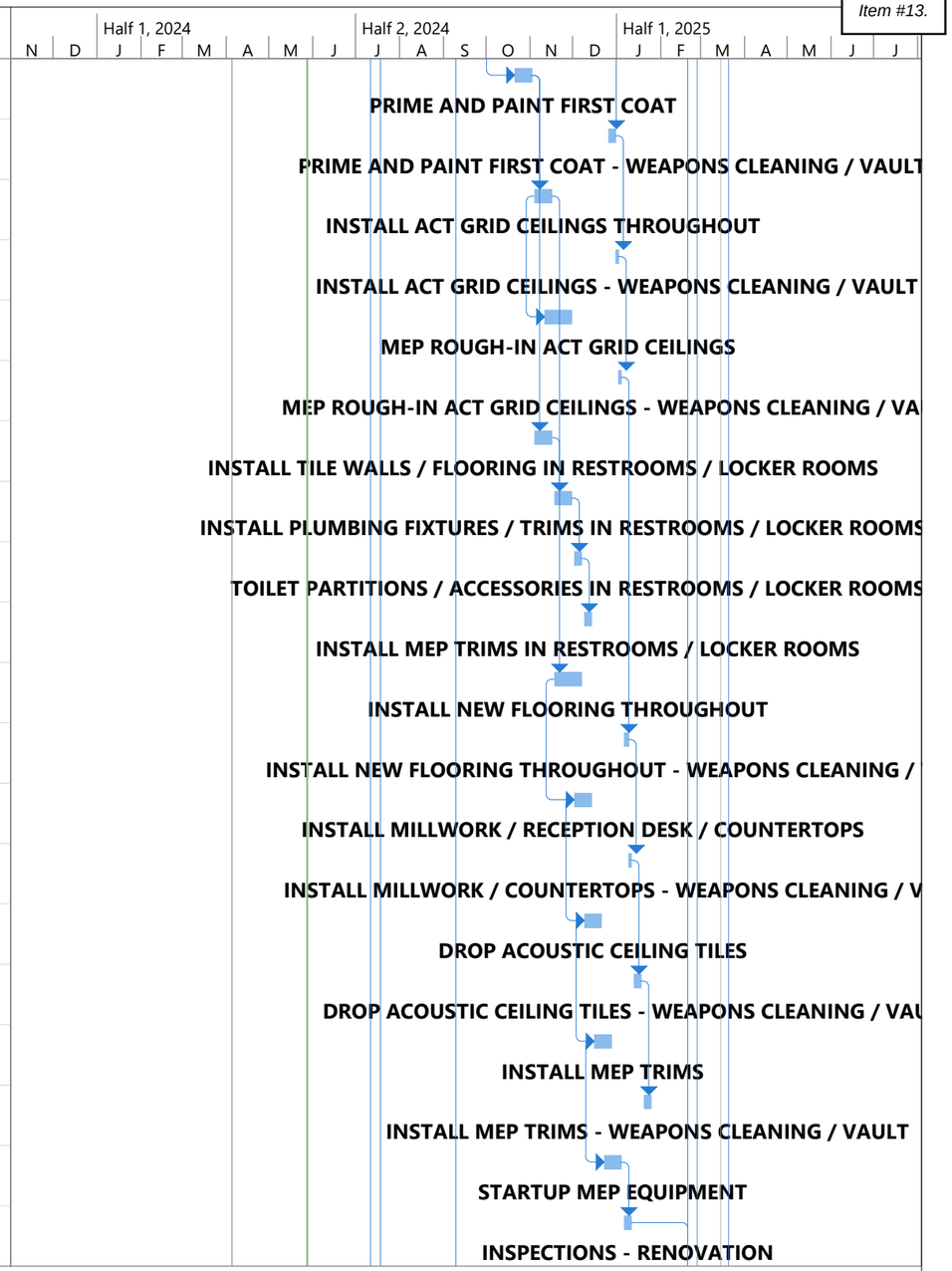
Summary	Inactive Summary	Manual Summary	External Milestone

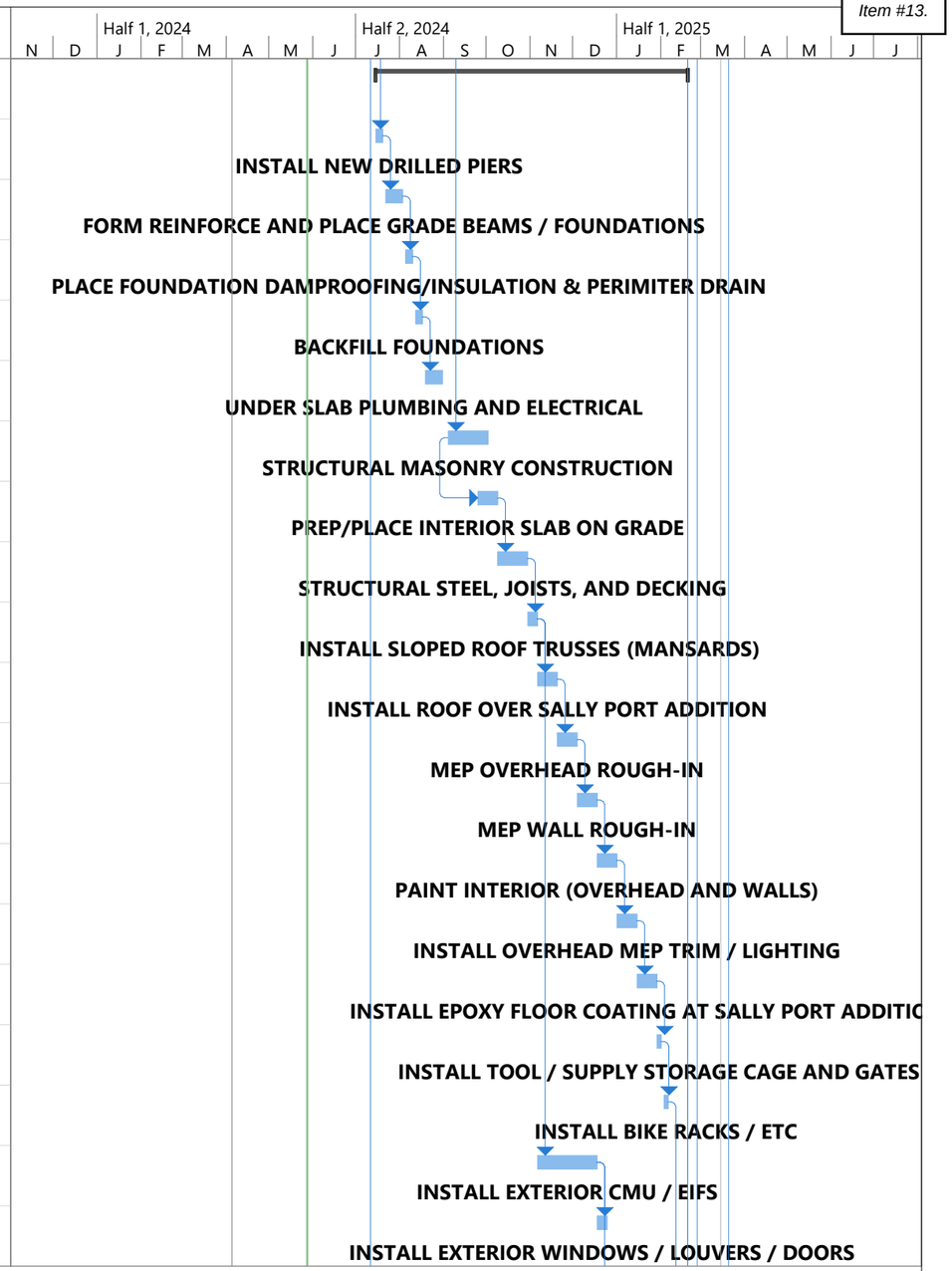
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
121		PRIME AND PAINT FIRST COAT	10 days	Mon 10/21/24	Fri 11/1/24	118SS+10 days
122		PRIME AND PAINT FIRST COAT - WEAPONS CLEANING / VAULT	3 days	Thu 12/26/24	Mon 12/30/24	120
123		INSTALL ACT GRID CEILINGS THROUGHOUT	10 days	Mon 11/4/24	Fri 11/15/24	121
124		INSTALL ACT GRID CEILINGS - WEAPONS CLEANING / VAULT	2 days	Tue 12/31/24	Wed 1/1/25	122
125		MEP ROUGH-IN ACT GRID CEILINGS	15 days	Mon 11/11/24	Fri 11/29/24	123SS+5 days
126		MEP ROUGH-IN ACT GRID CEILINGS - WEAPONS CLEANING / VAULT	2 days	Thu 1/2/25	Fri 1/3/25	124
127		INSTALL TILE WALLS / FLOORING IN RESTROOMS / LOCKER ROOMS	10 days	Mon 11/4/24	Fri 11/15/24	121
128		INSTALL PLUMBING FIXTURES / TRIMS IN RESTROOMS / LOCKER ROOMS	10 days	Mon 11/18/24	Fri 11/29/24	127
129		TOILET PARTITIONS / ACCESSORIES IN RESTROOMS / LOCKER ROOMS	5 days	Mon 12/2/24	Fri 12/6/24	128
130		INSTALL MEP TRIMS IN RESTROOMS / LOCKER ROOMS	5 days	Mon 12/9/24	Fri 12/13/24	129
131		INSTALL NEW FLOORING THROUGHOUT	15 days	Mon 11/18/24	Fri 12/6/24	123
132		INSTALL NEW FLOORING THROUGHOUT - WEAPONS CLEANING / VAULT	3 days	Mon 1/6/25	Wed 1/8/25	126
133		INSTALL MILLWORK / RECEPTION DESK / COUNTERTOPS	10 days	Mon 12/2/24	Fri 12/13/24	131SS+10 days
134		INSTALL MILLWORK / COUNTERTOPS - WEAPONS CLEANING / VAULT	2 days	Thu 1/9/25	Fri 1/10/25	132
135		DROP ACOUSTIC CEILING TILES	10 days	Mon 12/9/24	Fri 12/20/24	133SS+5 days
136		DROP ACOUSTIC CEILING TILES - WEAPONS CLEANING / VAULT	5 days	Mon 1/13/25	Fri 1/17/25	134
137		INSTALL MEP TRIMS	10 days	Mon 12/16/24	Fri 12/27/24	135SS+5 days
138		INSTALL MEP TRIMS - WEAPONS CLEANING / VAULT	5 days	Mon 1/20/25	Fri 1/24/25	136
139		STARTUP MEP EQUIPMENT	10 days	Mon 12/23/24	Fri 1/3/25	137SS+5 days
140		INSPECTIONS - RENOVATION	5 days	Mon 1/6/25	Fri 1/10/25	139



Project: Johnstown PD Project S
Date: Tue 5/28/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

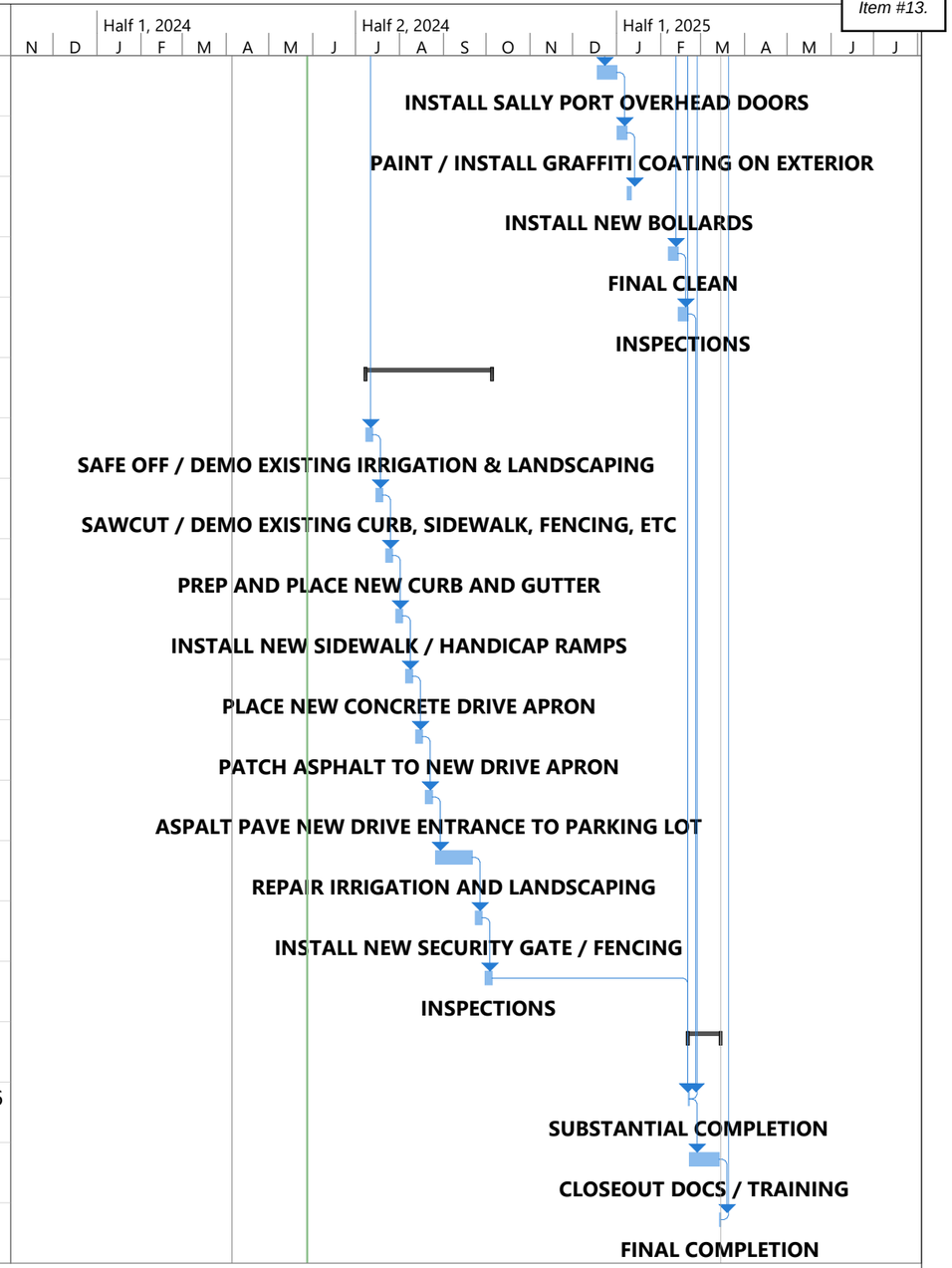
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
141		**ALTERNATE: NEW SALLY PORT ADDITION**	**158 days**	**Mon 7/15/24**	**Wed 2/19/25**	
142		INSTALL NEW DRILLED PIERS	5 days	Mon 7/15/24	Fri 7/19/24	37
143		FORM REINFORCE AND PLACE GRADE BEAMS / FOUNDATIONS	10 days	Mon 7/22/24	Fri 8/2/24	142
144		PLACE FOUNDATION DAMPROOFING/INSULATION & PERIMITER DRAIN	5 days	Mon 8/5/24	Fri 8/9/24	143
145		BACKFILL FOUNDATIONS	5 days	Mon 8/12/24	Fri 8/16/24	144
146		UNDER SLAB PLUMBING AND ELECTRICAL	10 days	Mon 8/19/24	Fri 8/30/24	145
147		STRUCTURAL MASONRY CONSTRUCTION	20 days	Wed 9/4/24	Tue 10/1/24	42
148		PREP/PLACE INTERIOR SLAB ON GRADE	10 days	Wed 9/25/24	Tue 10/8/24	147SS+15 days
149		STRUCTURAL STEEL, JOISTS, AND DECKING	15 days	Wed 10/9/24	Tue 10/29/24	148
150		INSTALL SLOPED ROOF TRUSSES (MANSARDS)	5 days	Wed 10/30/24	Tue 11/5/24	149
151		INSTALL ROOF OVER SALLY PORT ADDITION	10 days	Wed 11/6/24	Tue 11/19/24	150
152		MEP OVERHEAD ROUGH-IN	10 days	Wed 11/20/24	Tue 12/3/24	151
153		MEP WALL ROUGH-IN	10 days	Wed 12/4/24	Tue 12/17/24	152
154		PAINT INTERIOR (OVERHEAD AND WALLS)	10 days	Wed 12/18/24	Tue 12/31/24	153
155		INSTALL OVERHEAD MEP TRIM / LIGHTING	10 days	Wed 1/1/25	Tue 1/14/25	154
156		INSTALL EPOXY FLOOR COATING AT SALLY PORT ADDITION	10 days	Wed 1/15/25	Tue 1/28/25	155
157		INSTALL TOOL / SUPPLY STORAGE CAGE AND GATES	3 days	Wed 1/29/25	Fri 1/31/25	156
158		INSTALL BIKE RACKS / ETC	3 days	Mon 2/3/25	Wed 2/5/25	157
159		INSTALL EXTERIOR CMU / EIFS	30 days	Wed 11/6/24	Tue 12/17/24	150
160		INSTALL EXTERIOR WINDOWS / LOUVERS / DOORS	5 days	Wed 12/18/24	Tue 12/24/24	159



Project: Johnstown PD Project S
Date: Tue 5/28/24

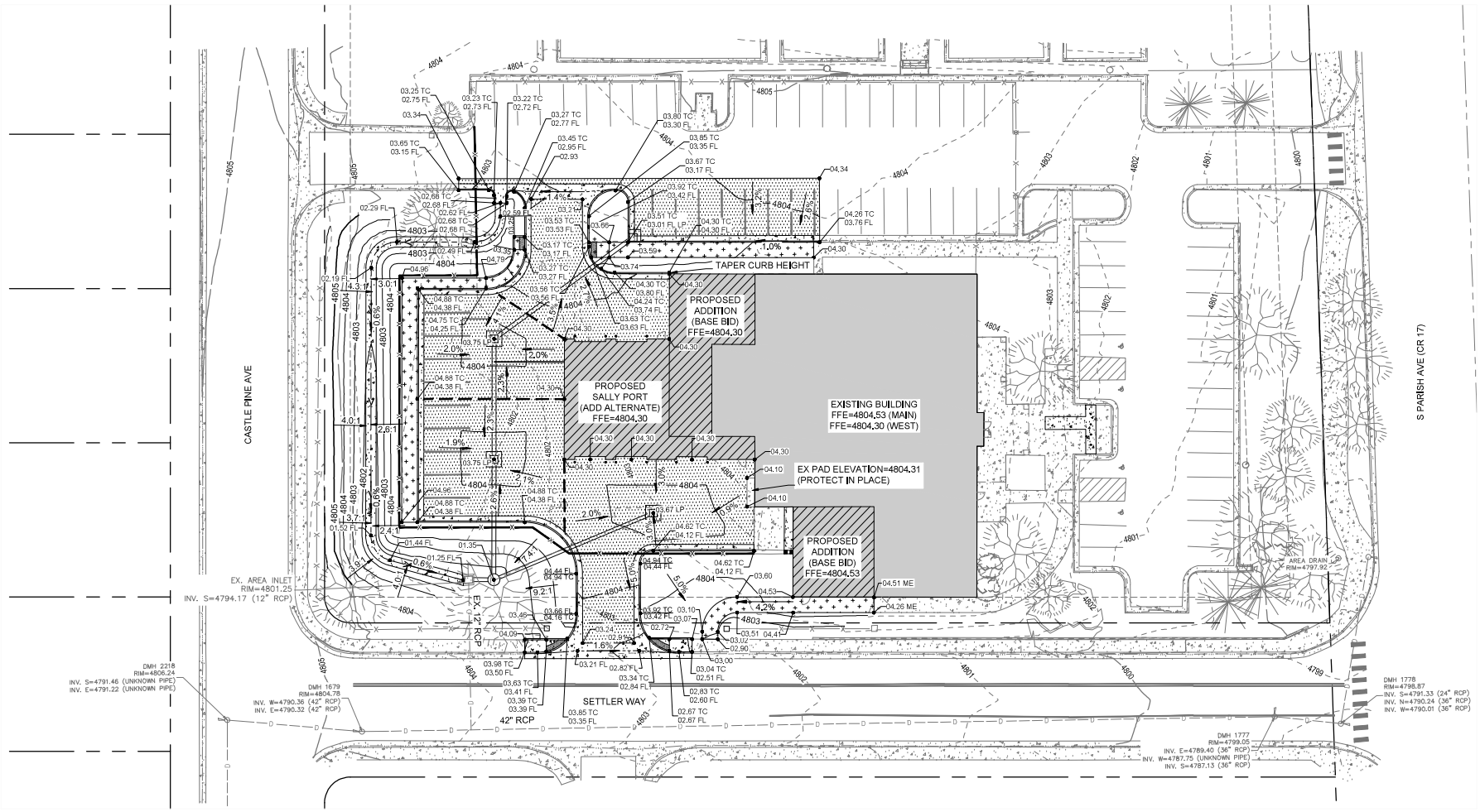
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
161		INSTALL SALLY PORT OVERHEAD DOORS	10 days	Wed 12/18/24	Tue 12/31/24	159
162		PAINT / INSTALL GRAFFITI COATING ON EXTERIOR	5 days	Wed 1/1/25	Tue 1/7/25	161
163		INSTALL NEW BOLLARDS	3 days	Wed 1/8/25	Fri 1/10/25	162
164		FINAL CLEAN	5 days	Thu 2/6/25	Wed 2/12/25	158
165		INSPECTIONS	5 days	Thu 2/13/25	Wed 2/19/25	164
166		**ALTERNATE: NEW SOUTH DRIVE ENTRANCE**	**65 days**	**Mon 7/8/24**	**Fri 10/4/24**	
167		SAFE OFF / DEMO EXISTING IRRIGATION & LANDSCAPING	5 days	Mon 7/8/24	Fri 7/12/24	35
168		SAWCUT / DEMO EXISTING CURB, SIDEWALK, FENCING, ETC	5 days	Mon 7/15/24	Fri 7/19/24	167
169		PREP AND PLACE NEW CURB AND GUTTER	5 days	Mon 7/22/24	Fri 7/26/24	168
170		INSTALL NEW SIDEWALK / HANDICAP RAMPS	5 days	Mon 7/29/24	Fri 8/2/24	169
171		PLACE NEW CONCRETE DRIVE APRON	5 days	Mon 8/5/24	Fri 8/9/24	170
172		PATCH ASPHALT TO NEW DRIVE APRON	5 days	Mon 8/12/24	Fri 8/16/24	171
173		ASPALT PAVE NEW DRIVE ENTRANCE TO PARKING LOT	5 days	Mon 8/19/24	Fri 8/23/24	172
174		REPAIR IRRIGATION AND LANDSCAPING	20 days	Mon 8/26/24	Fri 9/20/24	173
175		INSTALL NEW SECURITY GATE / FENCING	5 days	Mon 9/23/24	Fri 9/27/24	174
176		INSPECTIONS	5 days	Mon 9/30/24	Fri 10/4/24	175
177		**COMPLETION / CLOSEOUT**	**17 days**	**Thu 2/20/25**	**Fri 3/14/25**	
178		SUBSTANTIAL COMPLETION	1 day	Thu 2/20/25	Thu 2/20/25	101,140,165,176
179		CLOSEOUT DOCS / TRAINING	15 days	Fri 2/21/25	Thu 3/13/25	178
180		FINAL COMPLETION	1 day	Fri 3/14/25	Fri 3/14/25	179



Project: Johnstown PD Project S
Date: Tue 5/28/24

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone



GRADING LEGEND

- 4900 — EXISTING MAJOR CONTOUR
- 4901 — EXISTING MINOR CONTOUR
- 4900 — PROPOSED MAJOR CONTOUR
- 4901 — PROPOSED MINOR CONTOUR
- PROPOSED GRADE BREAK
- PROPOSED FLOW LINE
- 1.00% — PROPOSED SLOPE

PAVING LEGEND

- PROPOSED CONCRETE CURB/PAVEMENT
- PROPOSED ASPHALT PAVEMENT (4.5" AC ON 7" ABC)
- PROPOSED CONCRETE SIDEWALK

D2C ARCHITECTS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
351 LINDEN ST., STE. 100
FORT COLLINS, CO 80524
970-232-9558 www.pec1.com
PEC PROJ.# 220953-000

MARK	DESCRIPTION	DATE	APPR
1	SITE PLAN REVISIONS PRIOR TO TOWN APPROVAL	4/30/2024	

DESIGN BY: JBG
DC PROJECT NUMBER: 202302
DRAWN BY: JBG
CKD BY: SMT
SSMT BY: JBG
PLOT DATE: 5/1/2024 7:49:50 AM
PLOT SCALE: AS SHOWN
SIZE: 22" x 34"
FILE NAME:
ISSUE DATE: MAY 1, 2024
CONSULTANTS PROJECT #: 220253-000
SOLICITATION NO.:
CONTRACT NO.:
FILE NUMBER:

FOR PERMIT

NOT FOR CONSTRUCTION

TOWN OF JOHNSTOWN
JOHNSTOWN POLICE DEPARTMENT
430 S PARISH AVE, JOHNSTOWN, CO 80534

GRADING PLAN - ALTERNATE

SHEET IDENTIFICATION
C-402

Item #13.

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NUMBER: 3

CONTRACT NUMBER: AIA B101 Dated April 3, 2023

AMENDMENT DATE: March 21, 2024

ORIG. CONTRACT DATE:

OWNER | CLIENT: Town of Johnstown

ARCHITECT: D2C Architects

PROJECT NAME | ADDRESS: 430 S Parish Ave
Johnstown, CO 80534

EFFECTIVE DATE. This Amendment shall be effective and enforceable upon signature by representatives and the dates accommodating signature (which shall be hereinafter called the "Effective Date"), and shall be effective and enforceable thereafter in accordance with its provisions.

A summary of the changes in work include:

- Adding in Construction Observation Support Services to the project scope of work. The scope has been defined via a proposal which is attached and herein incorporated to the amendment.

FACTUAL RECITALS

Authority exists in the Law, with this Owner/Client and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment to Architect.

By signing below Owner/Client certify that required approval, clearance, and coordination has been accomplished from and with the appropriate representatives and parties of said agencies.

NOW THEREFORE, it is hereby agreed that;

1. Consideration for this Amendment consists of the payments, which shall be made pursuant to this Amendment and the promises, and agreements herein set forth.

2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended and that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Amendment as though they were expressly re-written, incorporated, and included herein. Changes include:
   N/A

3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:

SUMMARY OF CHANGES	
ORIGINAL CONTRACT SUM WAS:	$393,809.00
NET CHANGE BY PREVIOUS AUTHORIZED AMENDMENTS: - Add Service 1 - Survey, Geotech, Cost Estimating - Add Service 2 – Furniture Design Services	 $16,000.00 $31,740.00
THE CONTRACT SUM WILL BE _____ BY THIS AMOUNT OF: ☒ INCREASED ☐ DECREASED	$106,935.00

THE NEW CONTRACT SUM INCLUDING THIS AMENDMENT AND ALL PREVIOUSLY APPROVED AMENDMENTS WILL BE:	$548,484.00
THE CONTRACT TIME WILL BE _____ NUMBER OF DAYS: ☐ INCREASED ☐ DECREASED ☒ NO CHANGE	N/A

4. Except with respect to the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the original contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or Amendments. The factual representations in the "Special Provisions" concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

	3/21/2024
OWNER | CLIENT *(Signature & Date)*	**ARCHITECT** *(Signature & Date)*
	Eric Combs, Principal
(Printed name and title)	*(Printed name and title)*

COLORADO
Department of Local Affairs
Division of Local Government

March 19, 2024

The Honorable Troy Mellon, Mayor
Town of Johnstown
430 South Parish Avenue
Johnstown, CO 80534

RE: EIAF 9824 – Johnstown Police Department Renovation

Dear Mayor Mellon:

Congratulations! After thorough review, I am excited to offer a grant award in the amount of $1,000,000 to assist with the above mentioned project.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Chris La May, at 970-679-7679 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Maria De Cambra
Executive Director

cc: Barbara Kirkmeyer, State Senator
Ryan Armagost, State Representative
Kyle Williams, Town of Johnstown
Matt LeCerf, Town of Johnstown
Chris La May, DOLA

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Contract Award for the 2024 Johnstown Asphalt Patching and Overlay Program

ACTION PROPOSED: Consider Approving the Agreement with Western Plains Construction, LLC

ATTACHMENTS:
1. 2024 Asphalt Patching Agreement
2. Invitation For Bid
3. Copy of Seven Bids Received
4. Additional Scope of Work for Pavement Management Program

PRESENTED BY: Jason Elkins, Public Works Director

AGENDA ITEM DESCRIPTION:

Approved in the FY 2024 Budget is an appropriation for the Pavement Management Program (PMP) in the amount of $2.2 million. This programming is for the purpose of maintaining existing roadways in the Town and is not associated with capital improvement projects in the Community.

A portion of programming was approved by Town Council in April 2024 focusing on the Concrete Repair Program. This programming was awarded to Lightfield Enterprises in the amount of $435,691.34.

The Public Works Department is advancing the Pavement Management Program (PMP) for 2024, focusing on asphalt patching and overlay. An Invitation For Bid (IFB) was issued, resulting in seven proposals. The IFB is attached to this TAC. Three of these proposals were deemed unresponsive due to missing submittal documentation, leaving four qualified proposals. All seven proposals are attached in this communication, with the bid results of the IFB detailed below:

Johnstown Asphalt Patching Project - IFB-2024-02

Company	Bid Bond	Schedule	Base Bid	
Western Plains Construction	Yes	Yes	$ 784,799.90	Apparent Low Bidder
Asphalt Specialties	Yes	Yes	$ 791,799.80	
Connell Resources	Yes	Yes	$ 1,293,333.05	
Brannan Sand and Gravel	Yes	Yes	$ 1,548,324.00	
Simon Contractors	Yes	No	$ 905,552.20	
Martin Marietta	Yes	No	$ 967,378.70	
Metro Pavers	Yes	No	$ 1,411,639.45	

Base Bid

Following and to compliment the 2024 Concrete Repair Program work that started in April, Staff identified the following neighborhoods for asphalt patching:

1. Country Acres
2. Johnstown Center
3. Johnstown Colony
4. Johnstown Heights
5. Stroh Farms (Pioneer Ridge)
6. Rolling Hills
7. Thompson River Ranch
8. Potdburg Village (The Landings)
9. Knolls
10. Clearview

PWD Staff also identified in the IFB the following two roadways for milling and overlay located in the “2534” area:

1. Larimer Parkway from US-34 south to Ronald Reagan Blvd. (minus the overlaid portion from last year)
2. Ronald Reagan Blvd from Thompson Pkwy east to High Plains Blvd. (minus the overlaid portion from last year)

The combination of the concrete repair program and the low asphalt bid received would result in a remaining balance of $979,508.76 in the FY 2024 PMP. In an effort to utilize these funds and to produce more meaningful outcomes for the annual PMP, Staff engaged with both Western Plans Construction and Lightfield Enterprises for an additional scope of work. This additional scope has been detailed and quantified in the attached spreadsheet, "Additional Scope of Work for Pavement Management Program,". The additional scope identified is in the same

neighborhoods mentioned earlier, and would bring the total 2024 PMP project cost to $2,040,452.90. The remaining balance of $159,547.10 would be used on a contingency basis, as determined by Staff, in anticipation of potential uncertainties related to subgrade conditions in various subdivisions, or unforeseen requirements for additional labor and materials during the repair process.

Based on the results of this IFB (base bid) and the additional work proposed for asphalt patching, Staff is recommending awarding the Asphalt Patching and Overlay Program contract to Western Plains Construction LLC, in the amount of $1,475,643.10.

Additionally, Staff is requesting additional concrete repair work to compliment the additional patching work. This can be handled through a change order with the contractor administratively in the amount of $129,118.46.

The table below shows the sequence of proposed expenditures and balances for the entire PMP for 2024 inclusive of the Additional Scope of Work and the contingency balance for unanticipated field conditions.

Scope	Expenditure	Balance	Date of Award
FY 2024 PMP Appropriation		$2,200,000	
Concrete Repair Program	$435,691.34	$1,764,308.66	April 2024
PMP Bid (IFB Proposal Scope)	$784,799.90	$979,508.76	June 2024*
Additional Scope of Work PMP – *Concrete Repairs*	$129,118.46	$850,390.30	June 2024*
Additional Scope of Work PMP – *Asphalt Repairs*	$690,843.20	$159.547.10	June 2024*
Contingency	$159.547.10	$0.00	June 2024*

**Subject to Council Award and Approval*

PWD Staff recommends that the Council consider awarding the contract to Western Plains Construction and approve the use of the remaining PMP budget funds to cover the additional scope of work identified. This approach will allow Staff to advance next year's Pavement Management Program and take advantage of current competitive pricing, thereby adding value to the Town through expanding infrastructure improvements within our transportation network; ensuring better use of the available budget and proactively addressing pavement needs throughout the Town.

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 drafted the contract which is included in the Invitation For Bid.

FINANCIAL ADVICE:

Funding will come from the $2.2 million Annual Pavement Maintenance Program budget in the Street & Alley Fund, as identified in the Adopted 2024 Budget.

RECOMMENDED ACTION: Staff supports the approval of the agreement with Western Plains Construction, LLC in the amount of $784,799.90 and the additional scope of work for the 2024 Concrete Repair Program and the Asphalt Patching and Overlay Program.

SUGGESTED MOTIONS:

For Approval: I move to approve a contract with Western Plains Construction, LLC in the form presented in the amount of $1,475,643.10, a change order with Lightfield Enterprises, Inc. in the amount of $129,118.46, and utilization of the remaining balance of the Pavement Management Program Funds for contingency, not to exceed $2.2 million as appropriated in the FY budget and authorize the Town Manager to sign the contracts.

For Denial: I move to deny the agreement with Western Plains Construction as presented.

Reviewed and Approved for Presentation,

Town Manager

Town of Johnstown

450 S. Parish Ave.
Johnstown, CO 80534
(970) 587-4664

INVITATION FOR BIDS (IFB)

The Town of Johnstown, Colorado will receive sealed bids for the following project:

2024 TOWN OF JOHNSTOWN ASPHALT PATCHING PROJECT

Copies of the bid documents may be obtained at the Town Clerk's Office, 450 S. Parish Avenue, Johnstown, Colorado 80534 and Rocky Mountain E-Purchasing System at: www.bidnetdirect.com//townofjohnstown.

A non-mandatory pre-bid meeting will be held at 450 S. Parish Avenue, Johnstown, Colorado 80534 on **April 17, 2024**, at **9:00 a.m. MST**.

All questions regarding this IFB should be directed to Mark Stanley, in writing via email, at mstanley@johnstownco.gov no later than **April 24, 2024**, at **5:00 p.m. MST**.

The Final Addendum will be issued on the Rocky Mountain E-Purchasing System at www.bidnetdirect.com//townofjohnstown, on **April 30, 2024**.

Bids will be received by the Town Clerk at 450 S. Parish Avenue, Johnstown, Colorado 80534, until **2:00 p.m. MST** on **May 8, 2024**, at which time said bids will be publicly opened in the Town Hall conference room.

CONTRACTING PROCEDURES

INDEX

1.1 INVITATION FOR BIDS 1-1
1.2 INFORMATION FOR BIDDERS 1-2
1.2.1 OWNER 1-2
1.2.2 PUBLIC WORKS DEPARTMENT 1-2
1.2.3 BID SUBMITTAL 1-2
1.2.4 PROJECT SCOPE 1-3
1.2.5 INFORMALITIES 1-3
1.2.6 CONDITIONS OF WORK 1-3
1.2.7 BID SECURITY 1-4
1.2.8 POWER OF ATTORNEY 1-4
1.3 AWARD OF CONTRACT 1-5
1.3.1 CONSIDERATION OF PROPOSALS: 1-6
1.3.2 AWARD OF CONTRACT: 1-6
1.3.3 CANCELLATION OF AWARD: 1-6
1.3.4 EXECUTION AND APPROVAL OF CONTRACT: 1-7
1.3.5 FAILURE TO EXECUTE CONTRACT: 1-7
1.4 THE CONTRACT: FOLLOWING EXECUTION 1-8
1.4.1 MATERIALS: 1-8
1.4.2 PROGRESS SCHEDULE: 1-8
1.4.3 ASSIGNMENT OF CONTRACT: 1-8
1.4.4 SUBCONTRACTING: 1-8
1.4.5 OTHER CONTRACTS: 1-9
1.5 CONTRACT DOCUMENTS 1-10
1.5.1 SAMPLE CONTRACT 1-10
1.5.2 SAMPLE ANNUAL AMENDMENT TO AGREEMENT 1-20
1.5.3 EXHIBIT A SCOPE OF WORK BID SCHEDULE 1-21
1.5.4 EXHIBIT B SPECIAL TERMS AND CONDITIONS OF THE WORK 1-40

1.1 INVITATION FOR BIDS

The Town of Johnstown, Colorado shall receive sealed bids for the following project:

2024 TOWN OF JOHNSTOWN ASPHALT PATCHING PROJECT

Bids shall be received by the Town Clerk at Town Hall, 450 S. Parish Ave., Johnstown, Colorado, until **2:00 p.m. MST** on **May 8, 2024** at which time said bids shall be publicly opened in the Town Hall Conference Room and read aloud.

Copies of the bid documents may be obtained at the Town Clerk's Office, 450 S. Parish Avenue, Johnstown, Colorado 80534 and Rocky Mountain E-Purchasing System at: www.bidnetdirect.com//townofjohnstown.

The Town reserves the right to reject any or all bids, to waive any informalities, and to accept the bid that is in the best interests of the Town of Johnstown, Colorado.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Jason Elkins, PE
Public Works Director

1.2 INFORMATION FOR BIDDERS

1.2.1 OWNER

The Owner of this project is the Town of Johnstown, 450 S. Parish Avenue, Johnstown, Colorado 80534; phone number (970) 587-4664 and fax number (970) 587-0141 (herein called “OWNER” or the "TOWN").

1.2.2 PUBLIC WORKS DEPARTMENT

The Project Representative and PUBLIC WORKS DEPARTMENT for the Town of Johnstown is Jason Elkins, P.E., phone number (970) 587-4664. The Alternate Representative is Mark Stanley, phone number (970) 587-4664.

1.2.3 BID SUBMITTAL

Bids will be received by the Town Clerk of Johnstown, Colorado, at 450 S. Parish Avenue, Johnstown, CO 80534 until **2:00 p.m. MST** on **May 8, 2024**, and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

Town Clerk
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Include a cover letter introducing your company, summarizing your qualifications, and detailing:

a. Principal contact person for this RFP, including address, telephone number, email, and website address;
b. Three (3) projects of similar magnitude and scope in the last three (3) years with references for each.

Each sealed envelope containing a bid must be plainly marked on the outside as bid for

2024 TOWN OF JOHNSTOWN ASPHALT PATCHING PROJECT

and the envelope should bear on the outside the name of the bidder, their address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to: Town Clerk, Town of Johnstown, 450 S. Parish Avenue, Johnstown, CO 80534.

All bids must be made on the required bid sheet provided in **Exhibit A** of this IFB. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid sheet must be fully completed and executed when submitted. Only one copy of the bid sheet is required.

Schedule of Events (subject to change)

All times are local Colorado (MST) time

IFB Issued: .....April 11, 2024
Pre-Bid Conference: ..... April 17, 2024 at 9:00 a.m.
Inquiry Deadline: ..... April 24, 2024 at 5:00 p.m.
Final Addendum Issued: .....April 30, 2024
Bid Due Date and Time: ..... May 8, 2024 at 2:00 p.m.

1.2.4 PROJECT SCOPE

The Town of Johnstown is soliciting bids from qualified contractors to provide asphalt patching and asphalt overlays. Johnstown's details and standards will be utilized for the work. This work consists of removal and replacement of asphalt pavements by milling, excavation, removal and replacement of subgrade, grade preparation, adjustment of utility access points, and associated traffic and erosion control within separate Town rights of way or on Town property.

This is a unit price project. Each line-item cost shall contain all associated costs to complete that item, including all necessary labor, supervision, equipment, tools, materials, transportation, haul, mobilization, and environmental or fuel/surcharge fees necessary to complete the work in accordance with the Project Construction Documents and the current Town of Johnstown Design Standards and Construction Specifications.

Specific locations have been identified for completion in 2024 as shown on the maps and quantity estimates provided. Additional line items have been included in the bid tab with minimal quantities to provide a comprehensive price list for future work, should funding be available, as well as to provide a basis for award.

Prepare a detailed schedule of all construction operations and procurements to be included in the Bid Package. The construction schedule and other information for the Bid Submittal will be used in qualifying each Contractor to complete the work in a timely manner.

1.2.5 INFORMALITIES

The TOWN may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the Town Manager, bid openings may be extended for a reasonable time not to exceed thirty calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the TOWN and the bidder.

1.2.6 CONDITIONS OF WORK

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or the nature of the work to be done.

Upon request, the TOWN shall provide to any and all bidders, prior to bidding, all information that is known to the TOWN and is pertinent to and delineates and describes the land owned and

rights-of-way acquired.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the TOWN or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

1.2.7 BID SECURITY

Each bid must be accompanied by a Bid Bond payable to the Town for five percent of the total amount of the **base** bid. As soon as the bid prices have been compared, the TOWN will return the bonds of all except the three lowest responsible bidders within three days after the date of the bid opening. When the Agreement is executed, the Bid Bonds of the two remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Agreement, Payment Bond and Performance Bond have been executed and approved, after which it will be returned.

A Performance Bond and Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the TOWN, will be required for the faithful performance of the contract.

1.2.8 POWER OF ATTORNEY

Attorneys-in-fact who sign the Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certificate and effective dated copy of their Power of Attorney.

1.3 AWARD OF CONTRACT

Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the Contract Documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, location of water tables, and other matters relevant to the work both above and below ground. Where test boring logs, indicating underground conditions, are shown on the drawings, this data is for the bidder's information and to reflect the conditions observed at the time and place of drilling. Neither the TOWN nor the PUBLIC WORKS DEPARTMENT shall be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the TOWN of prior to the bidding.

The TOWN may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the TOWN all such information and data for this purpose as the TOWN may request. The TOWN reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the TOWN that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The TOWN reserves the right to reject any conditional or qualified bid.

Upon request, a bidder shall provide the TOWN with a current list of references of previous work performed in this field.

The TOWN reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders and to determine the acceptability of the surety offered.

If Bid Schedules are set forth in the Proposals, the bidder must bid on all the Schedules. The bid considered for award of the contract shall be for the low bid for the Base Bid.

The party to whom the contract is awarded (“CONTRACTOR”) will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and Certificates of Insurance within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the requisite Agreement. In case of failure of the bidder to execute the Agreement and to furnish said Bonds and Certificates, the TOWN may at its option, consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the TOWN. The TOWN will also be entitled to such other rights as may be granted by law.

The TOWN, within thirty (30) days of receipt of acceptable Performance Bond, Payment Bond Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the TOWN not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the TOWN.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the TOWN or as otherwise stated in the Special Conditions. Should there be reasons why the

Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the TOWN and the CONTRACTOR. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The CONTRACTOR shall commence work not later than the date specified in the Notice to Proceed issued by the TOWN to the CONTRACTOR and shall complete the work as specified therein or as further modified by the Contract Documents. In the event no written Notice to Proceed is issued by the TOWN, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The CONTRACTOR shall cooperate with, and conform to, the request of the TOWN and PUBLIC WORKS DEPARTMENT to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the CONTRACTOR's operations is deemed advisable by the TOWN.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at his sole option or discretion.

1.3.1 CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the TOWN will be promoted thereby.

1.3.2 AWARD OF CONTRACT:

The award of contract, if it is awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The Notice of Award shall thereafter be delivered to the successful bidder.

1.3.3 CANCELLATION OF AWARD:

The TOWN reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the TOWN.

1.3.4 EXECUTION AND APPROVAL OF CONTRACT:

The Agreement shall be signed by the successful bidder and returned, together with requisite Performance Bond, Payment Bond and Certificates of Insurance to the TOWN. All documents will be executed in duplicate and shall be submitted to the TOWN within 10 calendar days after delivery of the Notice of Award. If the signed Agreement and Bonds are returned by the successful bidder within 10 calendar days after award and if the Agreement is not executed by the TOWN within 30 days from date of award, the bidder shall have the right to withdraw his bid upon written notice, effective upon receipt, without penalty. No Contract shall be considered effective until it has been fully executed by all of the parties thereto.

1.3.5 FAILURE TO EXECUTE CONTRACT:

Failure to execute the Agreement and file the acceptable bonds within 10 calendar days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the Bid Bond, which shall become the property of the TOWN. The TOWN, in its sole discretion, may elect to waive forfeiture of the Bid Bond only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the TOWN as a result of the failure by the successful bidder to execute the Agreement and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the TOWN may decide.

1.4 THE CONTRACT: FOLLOWING EXECUTION

1.4.1 MATERIALS:

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

1.4.2 PROGRESS SCHEDULE:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the PUBLIC WORKS DEPARTMENT, schedules which shall show the order in which he proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts. The Special Conditions may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the PUBLIC WORKS DEPARTMENT upon request.

1.4.3 ASSIGNMENT OF CONTRACT:

No assignment by the CONTRACTOR of this contract or any part thereof or of the funds to be received thereunder by the CONTRACTOR will be recognized unless such assignment has had the written approval of the TOWN and the surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the TOWN shall not relieve the CONTRACTOR of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

> “It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in an Agreement with the Town of Johnstown, Colorado, dates **{insert date},** in favor of all persons, firms, or corporations rendering such services or supplying such materials."

1.4.4 SUBCONTRACTING:

The CONTRACTOR shall provide with their bid the names of all subcontractors proposed for work. The TOWN reserves the right to object to any subcontractor, in which case the CONTRACTOR shall not employ the subcontractor. The CONTRACTOR shall not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the TOWN. The CONTRACTOR shall notify the PUBLIC WORKS DEPARTMENT of each subcontract he awards, giving:

A. Name, address, and telephone number of the subcontractor;

B. Branch of work covered;

C. Total price of subcontract; and

D. Date of subcontract.

Subcontractors, before commencing work, must file with the TOWN satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the CONTRACTOR of his obligation to insure and to hold the TOWN harmless. Subcontractors shall also file with the TOWN copies of applicable permits and licenses required to do the subcontracted work.

1.4.5 OTHER CONTRACTS:

The TOWN may award other contracts for additional work, and the CONTRACTOR shall fully cooperate with such other contractors and carefully fit their own work to that provided under the other contracts as may be directed by the TOWN. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.5.1 SAMPLE CONTRACT

2024 TOWN OF JOHNSTOWN ASPHALT PATCHING PROJECT AGREEMENT

This ASPHALT PATCHING PROJECT Agreement ("Agreement") is made and entered this ___ day of _____, 2024 ("Effective Date"), by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the "Town"), and _____ , a _____ ("Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Town seeks to undertake asphalt patching and overlay; and

WHEREAS, Contractor has the requisite skills and experience to perform the work; and

WHEREAS, the Town desires to engage the services of Contractor to perform the work and Contractor desires to perform the work described herein for the Town; and

WHEREAS, to effectuate the foregoing, the Parties desire to enter into this Agreement.

AGREEMENT

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

1. Scope of Work and Standard of Performance.

   A. Contractor agrees to perform the work set forth in Exhibit A, attached hereto and incorporated herein by reference ("Work"). The scope of the Work, and the terms of this Agreement, shall further include the Special Terms and Conditions set forth in Exhibit B, attached hereto and incorporated herein by reference. The scope of the Work shall not be changed absent written agreement of the Parties. Contractor shall furnish all labor, services, materials, tools, and equipment for the construction and completion of the Work.

   B. Contractor shall undertake the Work in a thorough and workmanlike manner in every respect and in compliance with this Agreement, all applicable building codes and requirements to which the Work is subject. Contractor shall conform to the standards of quality normally observed by a person practicing in such Contractor's profession. Contractor shall at all times comply with applicable workplace and occupational safety requirements under state and federal law.

   C. Contractor has familiarized itself with the nature and the extent of the Work, the physical characteristics of the property and the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

2. Commencement, Progress and Completion of Work.

A. Contractor shall commence the Work upon issuance of a Notice to Proceed subsequent to a pre-construction meeting. The Work shall be fully completed, as determined by the Town, in its discretion, no later than ninety (90) Working Days (defined in the Special Terms and Conditions) after issuance of the Notice to Proceed, subject to agreed extensions of time as authorized by the Town in writing.

B. Timely completion of the Work is essential. Time is of the essence in all respects regarding the undertakings of Contractor under this Agreement. Therefore, Contractor shall carry out the Work with all due diligence.

C. Among other factors that the Town may consider, the Work shall be considered fully complete when all work has been finished, the Town has performed an inspection and accepted the work in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety.

D. Until final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all building materials and shall properly store same, if necessary. Contractor shall correct or replace, at its own expense and as required by Town, any building material or portions thereof which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by this Agreement. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

E. Upon the Town's written acceptance of the Work, Contractor shall be released from further obligation except as set forth in the surety bond, the guarantee set forth in Section 8 or as otherwise provided in this Agreement.

F. The Parties recognize that time is of the essence of this Agreement and that the Town will suffer financial loss if the Work is not complete within the time specified in this paragraph plus any extensions thereof allowed. The Parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Town if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that, as liquidated damages for delay (but not as a penalty), Contractor shall pay the Town the sum of _____ Dollars ($_____) for each day that expires after the time specified above for final completion until the Work is complete.

3. Payment to Contractor.

A. Contractor agrees to accept an amount not to exceed _____ as full payment for the Work during the 2024 calendar year. No funds payable under this Agreement shall become due and payable until the Contractor provides the Town with satisfactory assurances that Contractor has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith.

B. The Town has appropriated the money necessary to fund the Project. No change order or other form of directive shall be issued by the Town requiring additional compensable work to be performed, which causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original contract amount, unless the Town provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Agreement.

C. On a monthly basis, Contractor shall submit to the Town for review and approval an application for payment fully completed and signed by Contractor describing the work completed through the last payment and accompanied by such supporting documentation as may be requested by the Town. Materials on hand but not complete in place may be included for payment. The Town shall, within thirty (30) days of receipt of Contractor's completed application for payment, pay the invoice, except that the Town may withhold payment for disputed amounts. The Town shall retain five percent (5%) of the payment.

D. Except as otherwise provided herein, upon final completion of the Work, the Town shall, within thirty (30) days, pay to Contractor the retainage accumulated hereunder in addition to any other sums properly due Contractor upon final completion.

E. Neither the payment of any progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material.

F. Contractor shall provide Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.

G. Notwithstanding any other provision of this Agreement, the Town may withhold funds if required to do so pursuant to the Colorado Public Works Act, §§38-26-101, *et seq*., C.R.S., as amended.

4. Term of this Agreement.

A. Unless either party provides written notice to terminate on or before January 15 of a given calendar year, this Agreement shall extend for four (4) calendar years, through and including the 2027 calendar year. In each calendar year subsequent to the 2024 calendar year, the Parties shall agree upon the scope of the Work to be performed during such calendar year. Contractor shall be entitled to adjust its unit-price compensation for each subsequent calendar year based on increases, if at all, reflected

in the Consumer Price Index for the Denver metropolitan area. The Parties shall memorialize the scope of work and the compensation for such work in each subsequent calendar year by execution of an Annual Amendment to Agreement, the form of which is attached hereto and incorporated herein by reference as Exhibit C.

B. Notwithstanding the foregoing, pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

5. Insurance.

A. Contractor shall not commence work under this Agreement until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this Section 5. Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or type.

B. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages set forth below:

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each accident with respect to each of Contractor's owned,

hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

D. Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of the Contractor to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate the Agreement, or, at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

6. Bonds.

Contractor shall furnish a performance bond and payment bond in an amount at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the Agreement, including but not limited to the guarantee period provided in Section 8 below. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until two years after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

7. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

8. Contractor's Guarantee of Work.

Contractor shall guarantee all work under this Agreement as being free of defects for a period of two (2) years from the date of Construction Acceptance by the Town. If any unsatisfactory condition or damage develops within the time of Contractor's guarantee period due to defective or inferior materials or workmanship, or due to the failure to construct the Work in accordance with the Agreement, then the Contractor shall, upon notice by Town, immediately place such guaranteed work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guarantee. However, the Town shall not have any work performed independently to fulfill contractor's guarantee and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

9. Independent Contractor.

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

10. Governmental Immunity.

The Parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as amended, or otherwise available to the Town, its officers, or its employees.

11. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, and only in the event the Town is the prevailing party, the Town shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

12. No Assignment.

This Agreement shall not be assigned by the Contractor without the prior written approval of the Town. Contractor shall have the right to employ such assistance as may be required for the performance of the Work, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

13. Governing Law and Venue.

The interpretation and enforcement of this Agreement shall be in accordance with Colorado law. The Parties agree to the jurisdiction and venue of the courts of Weld County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement.

14. Dispute Resolution.

In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally.

15. Notice.

Any notice required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized overnight delivery service, by certified mail or by e-mail (on condition of confirmation of receipt), as appropriate, to: (i) if to Contractor, the last-known physical address or email address of Contractor or (ii) if to the Town, to, Matthew LeCerf, Town Manager, 450 S. Parish Avenue, Johnstown, CO 80534, notices@johnstownco.gov.

16. Acceptance of Work.

No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by a final written certificate from the Town. Before the final certificate is issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full.

17. Waiver.

No waiver of any breach of this Agreement by Town or anyone acting on behalf of Town shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

18. No Presumption.

The Parties acknowledge that each has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

19. Severability.

If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

20. Amendment.

This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

21. No Personal Liability.

In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

22. Colorado Labor Clause.

Contractor agrees, pursuant to Title 8, Article 17, C.R.S., as amended, that Contractor shall employ Colorado labor (as defined below in this paragraph) to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under this Agreement. “Colorado labor” as used in this Agreement means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

23. Equal Opportunity Employer.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising,

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation.

24. Headings.

The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk _____, [Mayor or Town Manager]

CONTRACTOR

By:_____
Name:
Title:

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2024, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

1.5.2 SAMPLE ANNUAL AMENDMENT TO AGREEMENT

ANNUAL AMENDMENT TO AGREEMENT
(_____ CALENDAR YEAR)

This Annual Amendment to Agreement (_____ Calendar Year) is made and entered this ___ day of _____, 202__, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipality (the "Town"), and _____, a _____ ("Contractor"), and is incorporated into and made a part of that certain ASPHALT PATCHING PROJECT agreement executed by and between the Town and Contractor on or about _____, 2024 ("Agreement"). Capitalized terms used herein shall have the meaning set forth in the Agreement.

The Work for the _____ calendar year is set forth on Exhibit 1 attached hereto and incorporated herein by reference. The Work described therein shall supersede and replace the Work performed during previous calendar years.

The compensation for the Work during the ____ calendar year shall be _____ DOLLARS and _____ CENTS ($_____).

Except as expressly provided in this Annual Amendment to Agreement (_____ Calendar Year), the Agreement has not been amended, supplemented or altered in any way by this amendment and the Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Annual Amendment to Agreement (_____ Calendar Year) as of the set forth above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Hannah Hill, Town Clerk _____, [Mayor or Town Manager]

By:_____
Name:
Title:

1.5.3 EXHIBIT A SCOPE OF WORK & BID SCHEDULE

EXHIBIT A
SCOPE OF WORK

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	23	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 1 - Total Bid	$

Bid Item 2 - Johnstown Center				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	144	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 2 - Total Bid	$

Bid Item 3 - Johnstown Colony				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	26	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 3 - Total Bid	**$**

Bid Item 4 - Johnstown Heights				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	140	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 4 - Total Bid	**$**

Bid Item 5 - Pioneer Ridge				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	391	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 5 - Total Bid	**$**

Bid Item 6 - Rolling Hills				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	117	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 6 - Total Bid	**$**

Bid Item 7 - Thompson River Ranch				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	854	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 7 - Total Bid	**$**

6" R&R PATCHING AREAS OF WORK

Bid Item 8 - Rolling Hills				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	2107	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 8 - Total Bid	**$**

Bid Item 9 - The Landings				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	5890	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2137	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 9 - Total Bid	**$**

Bid Item 10 - Knolls				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	200	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 10 - Total Bid	**$**

Bid Item 11 - Clearview				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 6" of existing material	SY	1000	$	$
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$	$
Traffic Control and door hangers	LS	1	$	$

Bid Item 11 - Total Bid	**$**

Bid Item 12 - Subgrade Repair				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$	$

Bid Item 12 - Total Bid	**$**

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay				
Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Blue Area - Removal of Asphalt Mat (Planing) (2”)	SY	6652	$	$
Blue Area - Emulsified Asphalt	GAL	185	$	$
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$	$
Green Area - Removal of Asphalt Mat (Planing) (2”)	SY	7771	$	$
Green Area - Emulsified Asphalt	GAL	386	$	$
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$	$
Re-stripe to match existing layout with Epoxy	LS	1	$	$
Yellow Area - Traffic Control (Larimer Pkwy full night closure 9PM - 5AM)	LS	1	$	$
Green Area - Traffic Control	LS	1	$	$
Area 13 - Total Bid				**$**

Base Bid Total (Bid Items 1-13)	$

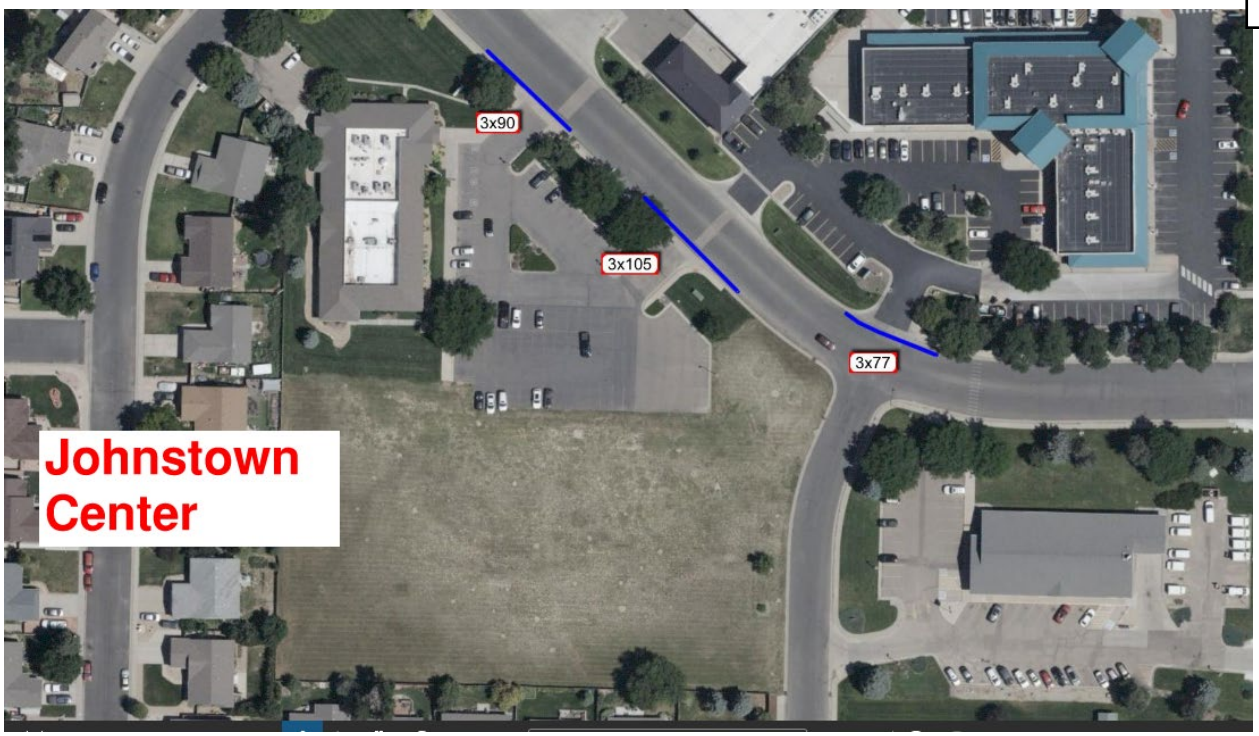
ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay**				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$	$
Remove 8" of existing material	SY	505	$	$
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$	$
Mill existing asphalt 2" in depth	SY	2805	$	$
Tack Coat	Gal	140	$	$
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$	$
Restripe to match existing layout	LS	1	$	$
Traffic Control	LS	1	$	$

Bid Item A1 Total	$

Clearview
Colorado Blvd & Carlson Blvd 9000 SF

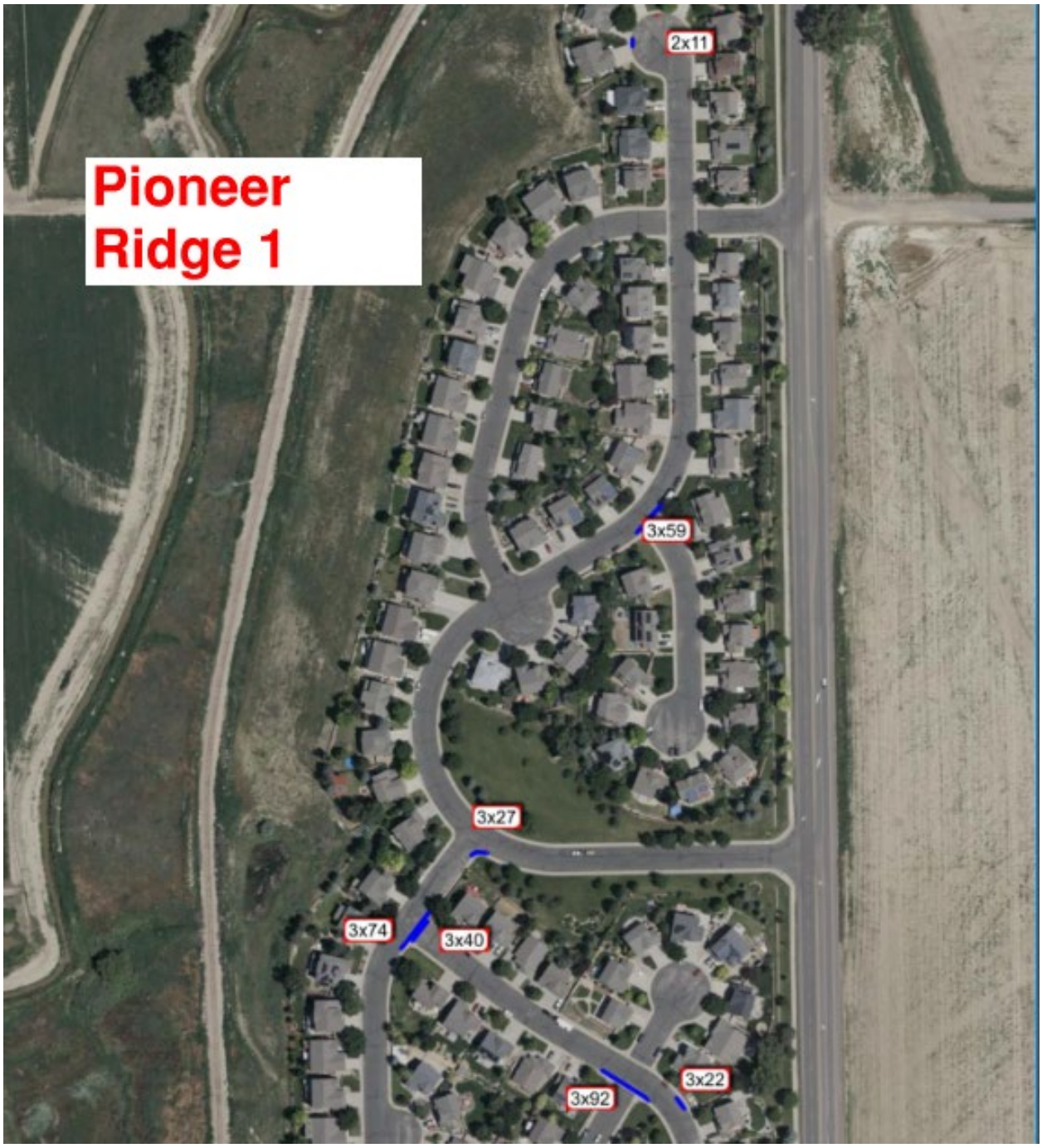
Country Acres
3x33
3x36

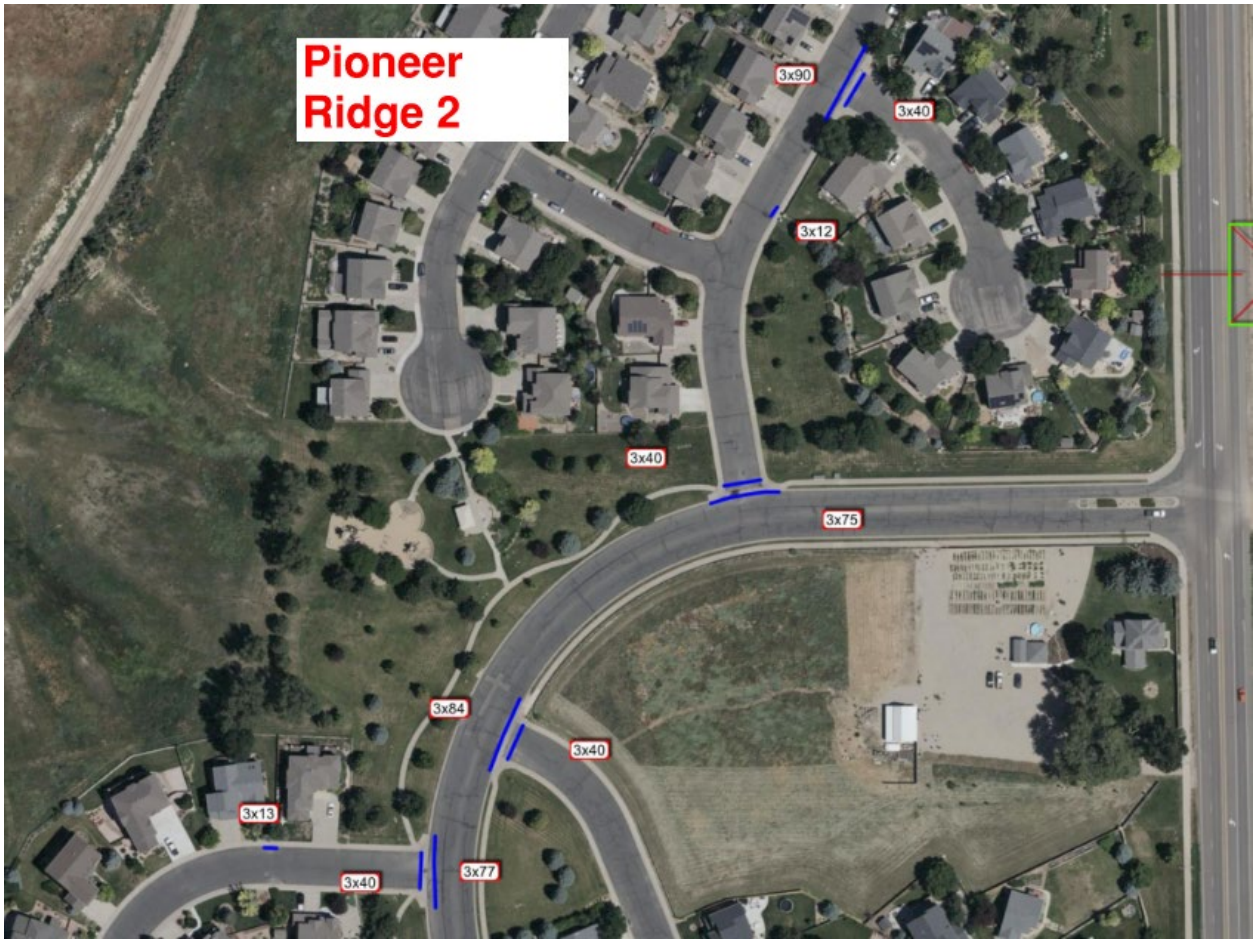

3x90
3x105
3x77
Johnstown
Center

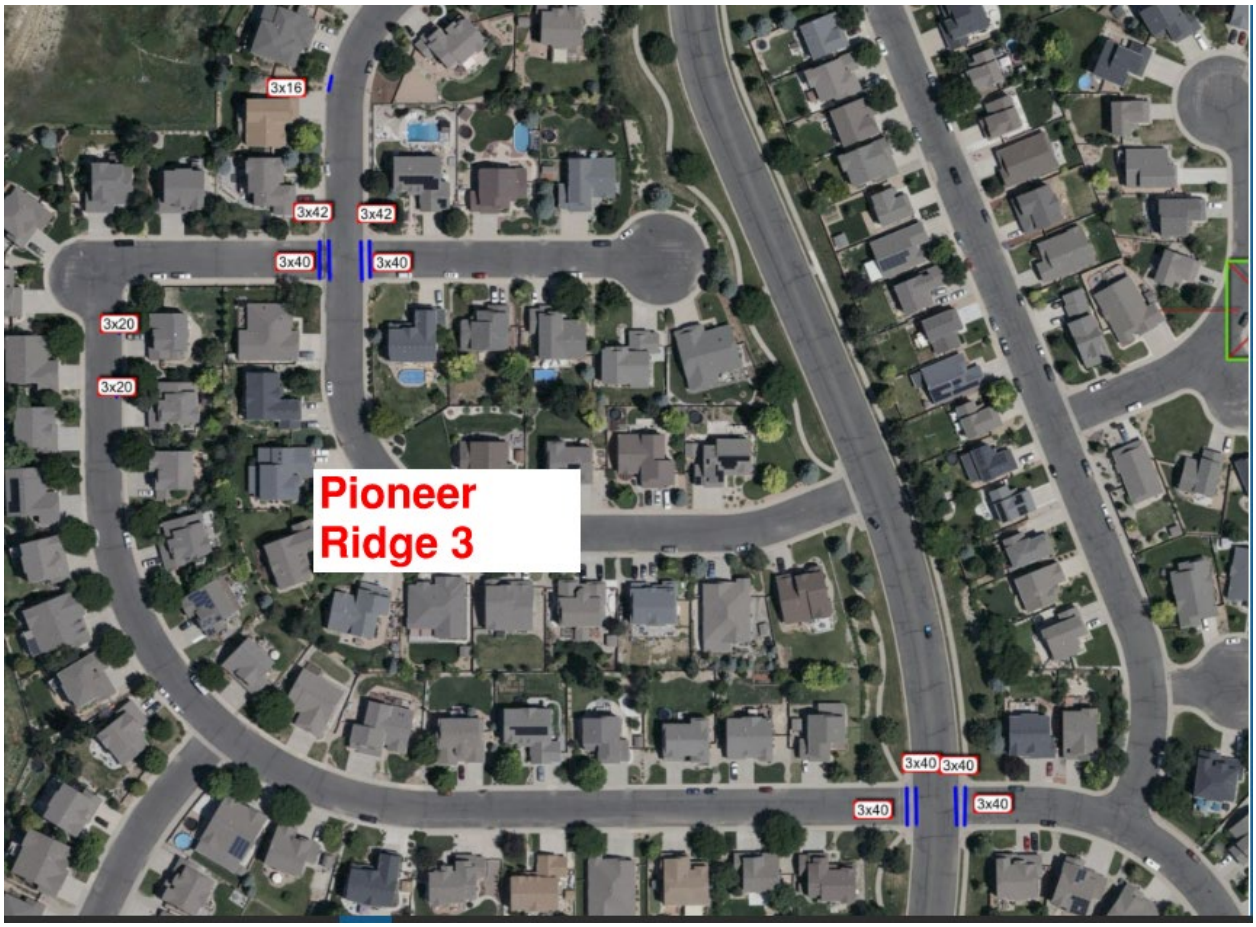
Johnstown
Colony
3x40
3x35

Johnstown
Heights
2x76
2x170
3x240
2x20

Knolls
N 3rd & CR 15 1,800 SF
0
100ft


Pioneer
Ridge 1
2x11
3x59
3x27
3x74
3x40
3x92
3x22


Pioneer
Ridge 2
3x90
3x40
3x12
3x40
3x75
3x84
3x40
3x13
3x40
3x77


3x16
3x42
3x42
3x40
3x40
3x20
3x20
Pioneer
Ridge 3
3x40
3x40
3x40
3x40

Rolling Hills 1
3x41 Wingate & Goldenvue
3x16
12x33 Wingate & Park Ridge
6x25 Windgate
33x77 Parkwood & Fox Meadows
7400 SF Overland & Fox Meadows
6x38 Lindenwood & Sherwood
300 SF Sherwood & Overland
Lindenwood & Rolling Hills 2890 SF

Rolling Hills 2
33x22
6x80 Parkwood & Lindenwood
Rollinghills Pkwy - HWY 60 16x93
Rollinghills Pkwy - HWY 60 1320 SF
Rollinghills Pkwy - HWY 60 925 SF
Rollinghills Pkwy - HYW 60 940 SF

The Landings
27550 SF
25440 SF
3x95

Silverwood & Kirkwood
2280 SF
5218 - 5224
Silverwood 20x34
Thompson
River Ranch
3495 Maplewood Ln 3x70

25-34
Larimer Pkwy. 2" Mill/Fill
Ronald Reagen 2" Mill/Fill

ADD ALTERNATE BID ITEM

1.5.4 EXHIBIT B SPECIAL TERMS AND CONDITIONS OF THE WORK

INDEX

2.1 DEFINITIONS 1-42
2.1.1 ABBREVIATIONS 1-43
2.1.2 GENERAL DEFINITIONS AND TERMS: 1-48
2.2 GENERAL CONTRACT REQUIREMENTS 1-57
2.2.1 FAMILIARITY WITH WORK 1-57
2.2.2 CHANGED CONDITIONS 1-58
2.2.3 ORDER OF COMPLETION 1-58
2.2.4 DESIGN AND INSTRUCTIONS 1-58
2.2.5 SURVEYS 1-58
2.2.6 CLAIMS 1-59
2.2.7 EXECUTION AND CORRELATION OF DOCUMENTS 1-59
2.2.8 MATERIALS AND APPLIANCES 1-59
2.2.9 EMPLOYEES 1-59
2.2.10 ROYALTIES AND PATENTS 1-59
2.2.11 PERMITS, LICENSES AND REGULATIONS 1-60
2.2.12 INSPECTION OF WORK 1-60
2.2.13 SUPERINTENDENTS 1-60
2.2.14 PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK 1-61
2.2.15 CHANGES IN THE WORK 1-61
2.2.16 EXTENSION OF TIME 1-62
2.2.17 SUSPENSION OF WORK 1-62
2.2.18 THE TOWN'S RIGHT TO TERMINATE CONTRACT 1-62
2.2.19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT 1-63
2.2.20 CANCELLATION OF CONTRACT 1-63
2.2.21 CORRECTION OF WORK 1-63
2.2.22 REMOVAL OF EQUIPMENT 1-63
2.2.23 RESPONSIBILITY FOR WORK 1-63
2.2.24 PARTIAL COMPLETION AND ACCEPTANCE 1-64
2.2.25 PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK 1-64
2.2.31 PUBLIC WORKS DEPARTMENT'S STATUS 1-64
2.2.32 PUBLIC WORKS DEPARTMENT'S DECISIONS 1-65
2.2.33 DISPUTE RESOLUTION 1-65
2.2.34 ACCEPTANCE AND FINAL PAYMENT 1-65
2.2.35 LIQUIDATED DAMAGES 1-66
2.2.36 TAXES 1-67
2.3 LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC 1-67
2.3.1 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC 1-67
2.3.2 PROJECT SAFETY 1-67
2.3.3 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY 1-68
2.5 MEASUREMENT & PAYMENT 1-68
2.5.1 PAYMENT 1-68
2.5.2 PAY QUANTITIES 1-68
2.6 SCOPE OF WORK 1-70

2.6.1 CHANGES IN THE WORK 1-70
2.6.2 ASSIGNMENT OF CONTRACT 1-71
2.6.3 SEPARATE CONTRACTS 1-71
2.6.4 SUBCONTRACTS 1-71
2.6.5 UNDERGROUND OBSTRUCTIONS 1-72
2.6.6 EMERGENCY WORK 1-72
2.6.7 CLEANING UP 1-72
2.6.8 ASPHALT SPECIFICATIONS 1-72

2.1 DEFINITIONS

(a) The “Contract Documents” shall consist of, among others, the Invitation for Bids, Agreement, Annual Amendment to the Agreement, Bid Proposal, Bid Bond, Performance Bond, Payment Bond, Insurance Requirements, Notice to Proceed, Change Order, Notice of Contractor's Settlement, Final Receipt and Guarantee, Drawings, Specifications, Special and General Conditions, Notice Regarding Illegal Aliens, and including all modifications thereof incorporated in any of the documents before and after the execution of the Contract.

(b) The TOWN and the CONTRACTOR are those named as such in the Agreement. They are treated through the Contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this Contract the word "PUBLIC WORKS DEPARTMENT" is used, it shall be understood as referring to The Public Works Director, Jason Elkins, P.E,.or his designated representative.

(d) Any “written notice” served pursuant to the terms of the Agreement shall be deemed to have been duly served if delivered in person or by certified mail to the individual, or to a partner, or to an officer of the corporation for whom it is intended, or any authorized representative thereof.

(e) The term "subcontractor" shall mean anyone, other than the contractor, who furnishes for the Project, under an agreement with the CONTRACTOR, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) “Work” shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.

(g) “Extra work” shall mean such additional labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended, which are shown on the Drawings or called for in the Specifications, or is authorized by the TOWN in addition to that work called for in the Drawings and Specifications.

(h) “Dispute” shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the Contract Documents, including but not limited to the Drawings or Specifications.

(i) “Mobilization” shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work land operations which must be performed in order to begin work on the various items on the Project site.

2.1.1 ABBREVIATIONS

Wherever the following abbreviations are used in these general conditions, Special Condition, specifications, standard details or on the drawings, they are to be construed the same as the respective expressions represented.

AASHTO	American Association of State Highway and Transportation Officials
AAN	American Association of Nurserymen
AB	Aggregate Base
Aban	Abandon
ABC	Aggregate base course
AC	Asphalt cement or concrete
ACB	Asphalt concrete base
ACI	American Concrete Institute
ACP	Asbestos cement pipe
ACPA	American Concrete Pipe Association
ACWS	Asphalt concrete wearing surface
AGC	Associated General Contractors of America, Inc.
Agg	Aggregate
Ahd	Ahead
AIA	American Institute of Architects
AIEE	American Institute of Electrical Public Works Departments
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APA	American Plywood Association
Approx	Approximate
APWA	American Public Works Association
AR	Aged residue
ASCE	American Society of Civil Public Works Departments
ASME	American Society of Mechanical Public Works Departments
Asph	Asphalt
ASTM	American Society for Testing Materials
Ave	Avenue
AWPA	American Wood Preservers Association
AWSC	American Welding Society Code
AWWA	American Water Works Association
Bbl	Barrel
BC	Beginning of curve
BCR	Beginning of curb return
Beg	Beginning
Bk	Book or Back
Blvd	Boulevard
BM	Bench Mark or Board Measure
Brg	Bearing
BST	Bituminous Surface Treatment
BTB	Bituminous Treated Base
BTU	British Thermal Units
BVC	Beginning of vertical curve
BVCE	Beginning of vertical curve elevation

BVCS	Beginning of vertical curve station
C	Centigrade or Curb
CB	Catch Basin
CBF&C	Catch basin frame & cover
CC or C/C	Center to Center
CCA	Colorado Contractor's Association, Inc.
CDOT	Colorado Department of Transportation
CF	Curb face
Cfs	Cubic Feet per second
CIP	Cast Iron pipe
CIPP	Cast-in-place concrete pipe
CL or C	Centerline
Cm	Centimeter
CMP	Corrugated metal pipe
CO	Clean out
Col	Column
Conc	Concrete
Const	Construct
CP	Concrete pipe (non-reinforced)
CRS	Colorado Revised Statutes
CTB	Cement Treated Base
CY	Cubic Yards
Deg	Degree
DF	Douglas Fir
DG	Decomposed granite
Dia	Diameter
Dim	Dimension
DIP	Ductile Iron Pipe
Div	Division
Dr	Drive
Drwg	Drawing
Dwy	Driveway
Ea	Each
Ease	Easement
E	East
EC	End of curve
ECR	End of curb return
El or Elv	Elevation
EVC	End of vertical curve
EVCE	End of vertical curve elevation
EVCS	End of vertical curve station
Ex or Exist	Existing
F	Fahrenheit
FB	Field Book
F & C	Frame & cover
FH	Fire hydrant
FL or F	Floor line or flow line

Fnd	Found
fps	Feet per second
FS	Finished surface
Ft	Foot or feet
G	Gutter
Ga	Gage
Galv	Galvanized
GL	Ground line
Gpm	Gallons per minute
Gr	Grade
H	High or height
Hdwl	Headwall
Horiz	Horizontal
Hwy	Highway
ID	Improvement District or inside diameter
IE	Invert Elevation
IEEE	Institute of Electrical and Electronic Public Works Departments
In	Inch
Inv	Invert
IP	Iron Pipe
IPS	Iron Pipe Size
Irrig	Irrigation
Jt	Joint
JC	Junction Chamber
Jct	Junction
JS	Junction Structure
L	Length
Lb	Pound
LF	Linear Feet
LH	Lamp hole
Lin	Linear
Long	Longitudinal
Lt	Left
Max	Maximum
Meas	Measured
MH	Manhole
MHF&C	Manhole frame and cover
Min	Minutes or minimum
Misc	Miscellaneous
ML or M	Monument line
Mm	Millimeter
Mon	Monolithic or monument
MTD	Multiple tile duct
MUTCD	Manual of Uniform Traffic Control Devices

N	North
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NE	Northeast
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NPI	Non pay item
NSC	National Safety Council
NSF	National Sanitation Foundation
NW	Northwest
No	Number
OC	On center
OD	Outside diameter
Oz	Ounces
PC	Point of curvature
PCR	Point of curb return
PCC	Point of compound curve or Portland Cement Concrete
PI	Point of intersection or plastic index
PL	Property line
POC	Point of Curve
POS	Point of Spiral
PP	Power pole
ppm	Parts per million
PRC	Point of reverse curve
Prop	Proposed or property
psi	Pounds per square inch
psf	Pounds per square foot
PT or POT	Point of Tangent
P&TP	Power and telephone pole
Pvmt	Pavement
Q	Rate of flow
R	Radius
RC	Reinforced concrete
RCP	Reinforced concrete pipe
Rd	Road
Rdwy	Roadway
Reinf	Reinforced, Reinforcing
Ret Wall	Retaining Wall
RGRCP	Rubber Gasket Reinforced Concrete Pipe
rpm	Revolutions Per Minute
Rt	Right
R/W or Row	Right-of-way
S	South or slope
SAE	Society of Automotive Public Works Departments
San	Sanitary

SC	Spiral to Curve
SCCP	Steel cylinder concrete pipe
SD	Storm drain or Sewer District
SDDTC	Storm Drainage Design and Technical Criteria
Sdl	Saddle
Sec	Seconds
Sect	Section
SE	Southeast
SF	Square feet
Sht	Sheet
Spec	Specifications
SpMH	Special manhole
Sq Ft Yd	Square Foot, Yard
SS	Sanitary sewer
St	Street
Sta	Station
Std	Standard
Str gr	Structural grade
Struct	Structure or structural
SW	Southwest
SY	Square Yard
T	Tangent Distance
Tel	Telephone
Temp	Temporary
TH	Test hole
TP	Telephone pole
Tr	Tract
Trans	Transition
TS	Traffic signal or Tangent to spiral
TSC	Traffic signal conduit
Typ	Typical
UL	Underwriters Laboratories
USC&GS	United States Coast and Geodetic Survey
USGS	United States Geological Survey
V	Velocity of flow
VC	Vertical curve
VCP	Vitrified clay pipe
Vert	Vertical
W	West or width
WI	Wrought iron
WS	Wearing surface
Wt	Weight
Yd	Yard
'	feet or minutes
"	inches or seconds

o	degrees
%	percent
#	number or pound
@	at
/	per
=	equals

2.1.2 GENERAL DEFINITIONS AND TERMS:

Whenever in these specifications or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Addendum: A Supplement to any of the Contract Documents issued, in writing, after advertisement of but prior to the opening of bids for a contract.

Advertisement: The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished.

Agency: The government agency for which the construction is being done, either by permit or contract.

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are made a part thereof as provided therein.

Application for Payment: The form accepted by the PUBLIC WORKS DEPARTMENT which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

Award: The formal action of the governing body in accepting a proposal.

Backfill: Material placed in an excavated space to fill such space. For trenches this space will be the area from 1 foot above the top of the pipe or conduit to the existing or proposed finished grade of pavement.

Base Course: The upper course of the granular base of a pavement or the lower course of an asphalt concrete pavement structure.

Bedding: Is the material placed in the area from the bottom of the trench to 1 foot above the top of the pipe or conduit.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder: Any qualified individual, firm, partnership, corporation or combination thereof, acting directly or through a duly authorized representative who legally submits a proposal for the advertised work.

Bridge: A structure, including supports, erected over a depression or an obstruction, as water, highway, or railway, and having a track or passageway for carrying traffic or other

moving loads and having a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.

(Length) The length of a bridge structure is the over-all length measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise end to end of the bridge floor; but in no case less than the total clear opening of the structure.

(Roadway Width) The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guard timbers or in the case of multiple height of curbs, between the bottom of the lower risers.

Building: Any structure built for the support, shelter, or enclosure of persons, animals, chattel or movable property.

Building Code: A regulation adopted by the governing body establishing minimum standards of construction for the protection of the public health, safety, and welfare in terms of measured performance rather than in terms of rigid specifications of materials and methods.

Calendar Day: Every day shown on the calendar.

Change Order: A written order issued by the TOWN to the CONTRACTOR to make changes in the work or to perform extra work, and setting forth conditions for payment and/or adjustment in time of completion.

Completion Time: The number of calendar days for completion of an act, including authorized time extensions. In case a calendar date of completion is shown in the proposal in lieu of the number of calendar days, the contract shall be completed by that date. The time within which an act is to be done shall be computed by excluding the first and including the last day; and if the last day be Sunday or a legal holiday, that shall be excluded.

Conflicting Utility Line: An existing utility line, shown or not shown on the drawings, is a conflicting line when any part falls within the trench pay widths as listed or within the dimensions, as shown on the drawings, for appurtenant structures.

Construction Project: The erection, installation, remodeling, alteration, of durable facilities upon, under, or over the ground. This shall include, but is not limited to buildings, roadways and utility pipes, lines, poles or other structures.

Contingent Bid Item: This is a minor bid item which is likely, but not certain, to occur during the course of work. If the PUBLIC WORKS DEPARTMENT determines that this work is required, the CONTRACTOR will accomplish the work and payment will be made based on the contingent unit bid price included in the proposal.

Contract: The written instrument executed by the CONTRACTOR and the Contracting Agency by which the CONTRACTOR is bound to furnish all labor, equipment, and materials and to perform the work specified, and by which the Contracting Agency is obligated to compensate the CONTRACTOR therefore at the prices set forth therein.

The Contract Documents are herewith by reference made a part of the contract as if fully set forth therein. The term “Contract” shall be used interchangeably herein with the term “Agreement.”

Contract Documents: The Contract Documents are defined in the Agreement and shall consist of, among others, the Invitation for Bids, Information for Bidders, Non-Collusion Statement, Bid Proposal, Bid Bond, Notice of Award, Agreement, Performance Bond, Payment Bond, Insurance Requirements, Notice to Proceed, Change Order, Notice of Contractor's Settlement, Final Receipt and Guarantee, Drawings, Specifications, Special and General Conditions, Notice Regarding Illegal Aliens, and including all modifications thereof incorporated in any of the documents before and after the execution of the Contract.

Contracting Agency: The legal entity that has contracted for the performance of the work or for whom the work is being performed.

Contractor: The individual, firm, partnership, corporation or combination thereof entering into a contract with the Contracting Agency to perform the advertised work.

Council: The Johnstown Town Council that by law constitutes the Legislative Department of the Town organized and existing under and by virtue of the laws of the State of Colorado.

Culvert: Any structure not classified as a bridge, which provides an opening under or adjacent to the roadway.

Days: Unless otherwise designated, days will be understood to mean calendar days.

Drawings: That part of the Contract Documents prepared or approved by the PUBLIC WORKS DEPARTMENT which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other Contractor submittals are not Drawings as so defined.

Emergency: Unforeseen occurrences and combinations of circumstances involving the public welfare or the protection of work already done under the Contract Documents, or which endanger life or property and call for immediate action or remedy.

Public Works Department: The person or company referred to as PUBLIC WORKS DEPARTMENT in the Contract Documents.

Equipment: (Construction)-All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of work.

(Installed)-All material or articles used in equipping a facility as furnishings or apparatus to fulfill a functional design.

Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope.

Field Order: A written set of emergency instructions to the CONTRACTOR issued only

where the time required for preparation and execution of a formal Change Order would result in a delay or a stoppage of work, or would allow a hazardous condition to exist.

Flooding: Flooding will consist of the inundation of the entire lift with water, puddled with poles or bars to insure saturation of the entire lift.

Foundation: For buildings or structures, this will be the substructure. For pipe this will be the native material or prepared material on which the pipe rests; normally, this is the bottom grade line of the trench.

Full Depth Pavement: An asphalt concrete pavement structure in which the granular base and subbase are replaced by equivalent structural thickness of asphalt concrete.

General Conditions: Uniform general specifications adopted as standard specifications by the PUBLIC WORKS DEPARTMENT.

Holiday: Holidays recognized by collective bargaining agreements in the State of Colorado are:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Additional holidays recognizable by the State of Colorado Cities and Counties are:

Martin Luther King's Birthday
Presidents Day
Columbus Day
Veteran's Day
General Election Day in even-numbered years

When New Year's Day, Independence Day or Christmas Day fall on Sunday, the following Monday shall be considered a holiday.

Additional legal holidays, when designated by the State Governor or President of the United States, will also be recognized by the State, Town and/or County.

Inspector: The PUBLIC WORKS DEPARTMENT's authorized representative assigned to make detailed inspections of contract performance.

Jetting: Jetting is the densification of material, using a continuous supply of water, under pressure, transmitted to the material through a rigid pipe of sufficient length to reach the bottom of the lift being densified. In all cases, the entire lift will be completely saturated working from the top to the bottom.

Laboratory: The established materials testing laboratory of the Contracting Agency's Public Works Department, or other laboratories acceptable to and/or authorized by the PUBLIC WORKS DEPARTMENT to test materials and work involved in the Contract.

Liquidated Damages: A daily charge made against the CONTRACTOR for each

working day, including free time, that any work shall remain uncompleted after elapse of Contract time.

Major Item: Any item of work and/or materials having an original contract value that exceeds ten percent of the amount of the original contract.

Materials: Any substance specified in the project, equipment and other material used or consumed in the performance of the work.

Median: The portion of a divided highway separating the roadways used by traffic going in opposite directions.

Method of Measurement: The manner in which a "Pay Item" is measured to conform to the "Pay Unit."

Non Pay Item: An item of work for which no separate payment will be made under the proposal, but which must be included as an incidental cost for payment on an associated pay item included in the proposal.

Notice of Award: A letter from the TOWN advising the CONTRACTOR that they are the successful Bidder and the Town has accepted their proposal.

Notice of Construction Acceptance: The written acknowledgment that construction is complete which starts the warranty period.

Notice of Final Acceptance: The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.

Notice of Substantial Completion: The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.

Notice to Bidders: The standard forms inviting proposals or bids.

Notice to Proceed: A directive issued by the TOWN, authorizing the CONTRACTOR to start the work or improvements required in the Contract.

Obligee: One to whom another is obligated. For bonding purposes, the OWNER is the obligee.

Open Trench: The excavated area shall be considered as open trench until all the aggregate base course for pavement replacement has been placed and compacted or, if outside of a pavement area, until the excavated area is brought to finish grade or natural grade.

Owner: The Town of Johnstown, State of Colorado, acting through its legally constituted officials, officers or employees.

Pavement: Any surface of streets, alleys, sidewalks, courts, driveways, etc., consisting of mineral aggregate bound into a rigid or semi-rigid mass by a suitable binder such as,

but not limited to, portland cement or asphalt cement.

Pavement Structure: The combination of sub-base, base course, and surface course placed on a sub-grade to support the traffic load and distribute it to the roadbed.

Pay Item: A detail of work for which individual payments are to be made under the Contract, as specified in the proposal.

Payment Bond: The security provided by the CONTRACTOR solely for the protection of claimants, supplying labor and materials to the CONTRACTOR or his Subcontractors.

Performance Bond: The security by the CONTRACTOR solely for the protection of the Owner and conditioned upon the faithful performance of the contract in accordance with the contract documents, drawings, specifications and conditions thereof.

Permit: The license to do construction in public rights-of-way and/or easements; issued by an Agency to a CONTRACTOR working for another party.

Plans: All approved drawings or reproductions thereof pertaining to the work and details therefor, which are made a part of the Project Manual and Contract Documents.

Plant: The Contractors' and/or subcontractors' facilities, including but not limited to small tools and mobile equipment, located on and/or offsite, necessary for preparation of materials and prosecution of work for the project.

Principal: The individual, firm or corporation primarily liable on an obligation, as distinguished from a surety.

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Project: A specific coordinated construction or similar undertaking identified by a single project number and bid and awarded as one contract. On occasion two or more projects may be bid and awarded as a single contract.

Project Manual: All the integral documents of the contract including but not limited to, IFB, Special Conditions, Project Scope, Specifications and any provided drawings.

Project Representative: See definition contained in Article 1.2.2.

Project Special Conditions: See definition for Special Conditions.

Proposal: The offer of a bidder on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form: The approved form on which the Contracting Agency requires bids to be prepared and submitted for the work.

Proposal Guarantee: The security furnished with a bid to guarantee that the bidder will enter into the contract if his bid is accepted.

Proposal Pamphlet: The book or pamphlet pertaining to a specific project, containing proposal forms, special provisions and other information necessary for and pertinent to the preparation of the proposal or bid.

Referred Documents: On all work authorized by the Contracting Agency, any referenced documents in the specifications, such as Bulletins, Standards, Rules, Methods of Analysis or test. Codes and Specifications of other Agencies, Public Works Department Societies or Industrial Associations, refer to the Latest Edition thereof, including Amendments, which are in effect and published at the time of Advertising for Bids or the issuing of a permit for the work, unless otherwise stated.

Reasonably Close Conformity: Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances.

Right-of-Way: A general term denoting, land, property or interest therein, usually in a strip, acquired for or devoted to a street, highway, or other public improvement.

Road: A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Roadside: A general term denoting the area adjoining the outer edge of the roadway. Extensive areas between the roadways of a divided highway may also be considered roadside.

Roadside Development: Those items necessary to the complete roadway that provide for the preservation of landscape materials and features; the rehabilitation and protection against erosion of all areas disturbed by construction through seeding, sodding, mulching and the placing of other ground covers; such suitable planting and other improvements as may increase the effectiveness and enhance the appearance of the roadway.

Roadway: The portion of the right-of-way intended primarily for vehicular traffic, and including all appurtenant structures and other features necessary for proper drainage and protection. Where curbs exist, it is that portion of roadway between the faces of the curbs.

Salvageable Material: Material that can be saved or salvaged. Unless designated or directed by the PUBLIC WORKS DEPARTMENT or shown on the Drawings, all salvageable material shall remain the property of the CONTRACTOR.

Sewers: Conduits and related appurtenances employed to collect and carry off water and waste matter to a suitable point of final discharge.

Shop Drawings: Drawings or reproduction of drawings, detailing; fabrication and erection of structural elements, falsework and forming for structures, fabrication of reinforcing steel, installed equipment and installation of systems, or any other supplementary drawings or similar data, which the CONTRACTOR is required to submit for approval.

Shoulder: The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

Sidewalk: That portion of the roadway primarily constructed for the use of pedestrians.

Special Conditions: The special conditions, requirements, additions, and/or revisions to the General Conditions and Standard Specifications, applicable to the work, to cover conditions or requirements peculiar to the project under consideration. Special Conditions fall within one of the two following categories and take precedence over the General Conditions.

(a) Project Special Conditions. Special Conditions peculiar to the project and not otherwise thoroughly nor appropriately set forth in the general conditions or standard specifications or drawings.

(b) Standard Special Conditions. Special directions or requirements not otherwise thoroughly or appropriately set forth in the standard specifications, and which are peculiar to a selected group of projects or which are intended for temporary use.

Specifications: The descriptions, directions, provisions, and requirement for performing the work as contained in the Contract Documents. Specifications shall also mean "Standard Specifications."

State: The State of Colorado.

Standard Details: Uniform detail drawings of structures or devices adopted as Standard Details by the PUBLIC WORKS DEPARTMENT.

Standard: Uniform general specifications adopted as Standard Specifications by the PUBLIC WORKS DEPARTMENT.

Storm Drain: Any conduit and appurtenance intended for the reception and transfer of stormwater.

Street: Streets, avenues, alleys, highways, crossings, lanes, intersections, courts, places, and grounds now open or dedicated or hereafter opened or dedicated to public use and public ways.

Structures: Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, sewers, service pipes, underdrains, foundation drains, fences, swimming pools, and other features which may be encountered in the work and not otherwise classed herein.

Sub-base: The lower course of the base of a roadway, immediately above the sub-grade.

Subcontractors: Those having direct contracts with the CONTRACTOR and those who furnish material worked into a special design according to the Drawings and

Specifications for the work, but not those who merely furnish material not so worked.

Sub-grade: The supporting structures on which the pavement and its special undercourses rest.

Substructure: All of that part of the structure or building below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

Superintendent: The Contractor's authorized representative in responsible charge of the work.

Superstructure: The entire structure or building except the substructure.

Supplemental Specifications: Additions and revisions to the Standard Specifications that are adopted subsequent to issuance of the printed Project Manual.

Surety: The individual, firm or corporation, bound with and for the CONTRACTOR for the acceptable performance, execution, and completion of the work, and for the satisfaction of all obligations incurred.

Surface Course: The finish or wearing course of an asphalt concrete pavement structure.

Title or Headings: The titles or headings or the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Town: A municipal corporation, organized and existing under and by virtue of the laws of the State of Colorado.

Town Clerk: The duly authorized person who performs the duties of clerk for the Contracting Agency.

Traveled Way: The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Utility: Pipe lines, conduits, ducts, transmission lines, overhead or underground wires, railroads, storm drains, sanitary sewers, irrigation facilities, street lighting traffic signals, and fire alarm systems, and appurtenances of public utilities and those of private industry, businesses or individuals solely for their own use or use of their customers which are operated or maintained in, on, under, over or across public right-of-way or public or private easement.

Waterworks (Water Supply System): The reservoirs, pipelines, wells, pumping equipment, purification works, mains, service pipes, and all related appliances and appurtenances utilized in the procurement, transportation and delivery of an adequate, safe, and palatable water supply for the Contracting Agency.

Work: Any of all of the improvements mentioned and authorized to be made in the Contract Documents, and the construction, demolition, reconstruction, and repair of all or

any portion of such improvements, and all labor, services, incidental expenses, and material necessary or incidental thereto.

Working Day: A calendar day, exclusive of Saturdays, Sundays and Contracting Agency recognized legal holidays, on which weather and other conditions not under the control of the CONTRACTOR will permit construction operations to proceed for the major part of the day with the normal working force engaged in performing the controlling item or items of work which would be in progress at that time.

2.2 GENERAL CONTRACT REQUIREMENTS

2.2.1 FAMILIARITY WITH WORK

The TOWN has endeavored to ascertain all pertinent information regarding site conditions, and subsurface conditions, and has, to the best of his ability, furnished all such information to the CONTRACTOR. Such information is given, however, as being the best factual information available to the TOWN, but is advisory only. The CONTRACTOR, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters that can in any way affect the work under this Contract.

Bidder shall examine the site of the proposed work and all documents pertaining to the work. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is familiar with the character, quality and quantity of the work to be performed and material to be furnished.

Logs of test hole, ground water levels, and any accompanying soil reports as furnished by the Contracting Agency are furnished for general information only. The field condition so set forth shall not constitute a representation or warranty, expressed or implied, that such conditions are actually existent. Bidders shall make their own investigations and form their own estimates of the site conditions. After the submission of the proposal, no complaint or claim that there was any misunderstanding as to the quantities, conditions or nature of the work will be entertained.

2.2.2 CHANGED CONDITIONS

The CONTRACTOR shall immediately, and before such conditions are disturbed, except in the event of any emergency, notify the TOWN in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract; or (2), previously unknown physical or other conditions at the site, of an unusual nature, not generally recognized as inherent in work of the character provided for in the Contract, which could not have reasonably been discovered prior to execution of the Contract. The PUBLIC WORKS DEPARTMENT shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an adjustment shall be made pursuant to Article 2.6.1, if appropriate, and the Contract modified in writing accordingly. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given notice as above required, provided that the PUBLIC WORKS DEPARTMENT may, if he determines the facts so justify, consider and adjust any such claims assessed before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Article 2.2.33 hereof.

2.2.3 ORDER OF COMPLETION

The CONTRACTOR shall submit, at such times as may reasonably be requested by the PUBLIC WORKS DEPARTMENT, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts. The Special Conditions, Specifications or Drawings may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, he shall furnish copies of them to the PUBLIC WORKS DEPARTMENT upon request.

2.2.4 DESIGN AND SPECIFICATIONS

It is agreed that the TOWN shall be responsible for the adequacy of the Specifications and Drawings. The TOWN, through the PUBLIC WORKS DEPARTMENT, shall furnish the Specifications and Drawings, which adequately represent the requirements of the work to be performed under the Contract. All such instructions shall be consistent with the Contract Documents and shall be true developments thereof. Specifications and Drawings that adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The PUBLIC WORKS DEPARTMENT may, during the life of the Contract, and in accordance with Article 2.2.15, issue additional instructions, by means of drawings or other media, necessary to illustrate changes in the work.

2.2.5 SURVEYS

The TOWN has not provided bench marks adjacent to the work. From the information provided by the TOWN, the CONTRACTOR shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pile locations, and other working points, lines, and elevations. The CONTRACTOR shall be responsible for any mistakes made in his detail surveys.

The CONTRACTOR shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their necessary loss or disturbance.

2.2.6 CLAIMS

If the CONTRACTOR claims that any instructions by drawings or otherwise, issued after the date of the Contract, involve extra cost under the Contract, he shall give the PUBLIC WORKS DEPARTMENT written notice thereof within ten (10) days after the receipt of such instruction, and in any event before proceeding to execute the work, except for emergency work endangering life or property, and the procedure shall than be as provided for changes in the work, as set forth herein. No such claim shall be valid unless so made.

2.2.7 EXECUTION AND HIERARCHY OF DOCUMENTS

The Contract Documents are complimentary and what is called for by any one of such documents shall be as binding as if called for by all. In case of any conflict, discrepancy, or inconsistency among any of the Contract Documents, the following hierarchy shall control from most compelling to least compelling:

Agreement
Special Conditions
Drawings & Specifications (the more stringent requirement controls)
Design Standards & Specifications
Figures govern over scaled dimensions

Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

2.2.8 MATERIALS AND APPLIANCES

Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of work. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

2.2.9 EMPLOYEES

The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees, and shall seek to avoid employing, for the Contract, any unfit person or anyone not skilled in the work assigned to him.

The CONTRACTOR shall provide adequate sanitary facilities.

Employees of the CONTRACTOR and/or any subcontractor working on the project shall not be considered as employees of the TOWN, nor shall they be entitled to any of the benefits provided to the TOWN's employees.

2.2.10 ROYALTIES AND PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement for any patent rights and indemnify and save the TOWN harmless from loss on accounts thereof, except that the TOWN shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the TOWN has notified the CONTRACTOR prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

2.2.11 PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature, necessary for the prosecution of the work, shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the TOWN, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall promptly notify the PUBLIC WORKS DEPARTMENT in writing, and any necessary changes shall be adjusted in the Contract for changes in the work.

2.2.12 INSPECTION OF WORK

All materials and equipment used in the construction of the project shall be subject to adequate testing in accordance with generally accepted standards as required by the Contract Documents.

The TOWN shall provide sufficient competent personnel, working under qualified supervision for the inspection of the work, while such work is in progress, to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications and Drawings. The inspection of the Contract will be as it relates to the compliance with the Specifications and Drawings, quality of workmanship, and material. Notwithstanding such inspection, the CONTRACTOR will be held responsible for the acceptability of the work.

The PUBLIC WORKS DEPARTMENT and his representatives shall at all times have access to work whenever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the Specifications, the PUBLIC WORKS DEPARTMENT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the CONTRACTOR shall give the PUBLIC WORKS DEPARTMENT timely notice to its readiness for inspection, and if the inspection is by an authority other than the PUBLIC WORKS DEPARTMENT, a date shall be fixed for such an inspection. Inspections by the PUBLIC WORKS DEPARTMENT shall be promptly made, and where applicable, at the source of supply. Any work required by the PUBLIC WORKS DEPARTMENT to be uncovered for examination shall be properly restored at the CONTRACTOR's expense unless the PUBLIC WORKS DEPARTMENT has unreasonably delayed inspection.

Re-examination of any work may be ordered by the PUBLIC WORKS DEPARTMENT, and if so ordered, the work must be uncovered by the CONTRACTOR. If such work is found to be in accordance with the Contract Documents, the TOWN shall pay the cost of re-examination. If such work is not in accordance with the Contract Document, the CONTRACTOR shall pay such cost.

2.2.13 SUPERINTENDENTS

The CONTRACTOR shall keep on his work at all times during its progress, competent superintendents and/or responsible assistants. The superintendent shall represent the CONTRACTOR and all directions given to him shall immediately be confirmed in writing to the CONTRACTOR. Superintendent shall be named in writing by CONTRACTOR at the beginning of the work.

2.2.14 PRECONTRACT EXAMINATION AND DISCOVERY OF DISCREPANCIES DURING WORK

Before submitting his proposal, the CONTRACTOR will examine all construction plans and the entire and complete Specifications and Drawings. The CONTRACTOR will become well and fully informed as to the materials and the character of the work required, the relationship of all of the particular parts of the work, and he will visit and inspect the site, observing and examining the conditions existing.

After the execution of the Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in the Contract Documents, the Specifications and Drawings, and implied a full and complete understanding of them and all construction plans, drawings, notes, indications, and requirements.

Should anything be omitted from the construction plans or specifications necessary to the proper completion of the work herein described, it shall be the duty of the CONTRACTOR to so notify the TOWN before signing the Contract, and in the event of failure of the CONTRACTOR to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to the CONTRACTOR as more fully described in Article 2.2.2.

If the CONTRACTOR, in the course of the work, finds any discrepancy between the Specifications and Drawings and the physical conditions of the locality, or any errors or omissions in the layout as given by survey points and instruction, he shall immediately inform the PUBLIC WORKS DEPARTMENT, in writing, and the PUBLIC WORKS DEPARTMENT shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the CONTRACTOR's risk, except in the event of an emergency.

2.2.15 CHANGES IN THE WORK

At any time by written order, the TOWN may make changes in the Specifications, Drawings or scheduling of the Contract. All such work shall be executed under the time constraints of the original Contract dates except that any claim for extension of time caused thereby shall be allowed and adjusted at the time of ordering such change or at such time as it can be ascertained.

In giving instructions, the PUBLIC WORKS DEPARTMENT shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purpose of the work. Except in an emergency endangering life and property, no claim for an addition to the Contract sum shall be valid unless the additional work was so ordered by the PUBLIC WORKS DEPARTMENT.

The CONTRACTOR shall proceed with the work as changed and the value of any such work or change shall be determined as provided for in the Agreement.

The TOWN may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due

under the Contract Documents, or in the time required for performance of the work, the CONTRACTOR shall perform the same at the unit prices or lump sum indicated in the bid, as approved by the PUBLIC WORKS DEPARTMENT.

2.2.16 EXTENSION OF TIME

a. Extension of time stipulated in the Contract for completion of the work will be made when changes in the work occur, as provided in Article 2.2.15; when the work is suspended as provided in Article 2.2.17; and when the work of the CONTRACTOR is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the CONTRACTOR, his subcontractors or suppliers, and which were not the result of their fault or negligence.

Extension of time for completion shall also be allowed for any delays in the progress of the work that, in the opinion of the PUBLIC WORKS DEPARTMENT, entitles the CONTRACTOR to an extension of time.

b. The CONTRACTOR shall notify the PUBLIC WORKS DEPARTMENT promptly of any occurrence or condition which, in the CONTRACTOR's opinion, entitles him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the CONTRACTOR's claim. Failure to provide such prompt and ample notice shall constitute a waiver by the CONTRACTOR of any claim.

2.2.17 SUSPENSION OF WORK

The TOWN may at anytime suspend the work, or any part thereof, by giving three (3) days' notice to the CONTRACTOR in writing.

2.2.18 THE TOWN'S RIGHT TO TERMINATE CONTRACT

If the CONTRACTOR should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should persistently or repeatedly refuse or should fail, except for cases in which extensions of time are provided, to supply enough properly-skilled workmen or materials, or if he should fail to make payments to subcontractors or for materials or labor so as to affect the progress of the work or persistently be guilty of a substantial violation of the Contract, then the TOWN, upon written notice from the PUBLIC WORKS DEPARTMENT that sufficient cause exists to justify such action and without prejudice to any other right or remedy, and after giving the CONTRACTOR and his Surety seven (7) days' written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the TOWN, and finish the work by whatever method the PUBLIC WORKS DEPARTMENT may be deem expedient. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the TOWN. The expense incurred by the TOWN as herein provided, and the damage incurred through the CONTRACTOR's default, shall be certified by the PUBLIC WORKS DEPARTMENT.

Where the Contract has been terminated by the TOWN, said termination shall not affect or terminate any of the rights of the TOWN then existing or which may thereafter accrue because

of such default as against the CONTRACTOR or his Surety. Any retention or payment of moneys by the TOWN due to the CONTRACTOR under the terms of the Contract, shall not release the CONTRACTOR or his Surety from liability for the CONTRACTOR's default.

2.2.19 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three (3) months, through no act or fault of the CONTRACTOR, then the CONTRACTOR may, upon seven (7) days written notice to the PUBLIC WORKS DEPARTMENT, stop work or terminate this Contract and recover from the TOWN payment for all work executed, plus any loss sustained upon any plant or materials, plus reasonable profit and damages.

2.2.20 CANCELLATION OF CONTRACT

Failure of the CONTRACTOR to comply with any of the requirements of the Contract and the Specifications and Drawings may be considered as evidence of the inability on the part of the CONTRACTOR to maintain the quality and service standards deemed necessary, and shall be sufficient cause for the cancellation of the Agreement and the initiating of legal action against the Performance Bond of the CONTRACTOR.

2.2.21 CORRECTION OF WORK

The CONTRACTOR shall promptly remove from the premises all materials and work condemned by the PUBLIC WORKS DEPARTMENT as failing to meet contract requirements, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute the work in accordance with the Contract and without expense to the TOWN and shall bear the expense of making good all the work, including the work of other contractors that is destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove the condemned work and materials within ten (10) days after written notice, the TOWN may remove them and store the material at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such removal and storage within ten (10) days thereafter, the TOWN may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay the CONTRACTOR any net proceeds thereof, after deducting all costs and expenses that should have been borne by the CONTRACTOR.

2.2.22 REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for whatever cause, the CONTRACTOR, if notified to do so by the TOWN, shall promptly remove any part or all of his equipment and supplies from the property of the TOWN, failing which, the TOWN shall have the right to exercise control over and to remove such equipment and supplies at the expense of, and without recourse, by the CONTRACTOR.

2.2.23 RESPONSIBILITY FOR WORK

The CONTRACTOR assumes full responsibility for the work. Until final acceptance, the CONTRACTOR shall be responsible for damage to or destruction of the work, except for any part covered by partial acceptance as set forth in Article 2.2.24 and except such damage or destruction that is caused by the negligent or willful acts of the TOWN.

2.2.24 PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate, referred to in Article 2.2.34 hereinafter, any portion of the permanent construction has been satisfactorily completed to the PUBLIC WORKS DEPARTMENT's satisfaction, and if the PUBLIC WORKS DEPARTMENT determines that such portion of the permanent construction is not required for the operations of the CONTRACTOR, but is needed by the TOWN, the PUBLIC WORKS DEPARTMENT shall issue to the CONTRACTOR a Certificate of Partial Completion, and thereupon or at any time thereafter, the TOWN may take over and use the portion of the permanent construction described in such certificate.

The issuance of a Certificate of Partial Completion shall not be construed to constitute an extension of the CONTRACTOR's time to complete the portion of the permanent construction to which it relates, if he fails to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the CONTRACTOR or his Sureties from any obligations under this Contract or the Performance Bond.

If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to extra compensation, or extension of time, or both, as the PUBLIC WORKS DEPARTMENT may determine, unless otherwise provided.

2.2.25 PAYMENT WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of subsequently discovered evidence, the TOWN may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect the TOWN from loss occasioned by:

(a) Defective work not remedied by the CONTRACTOR;

(b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the CONTRACTOR for work done on the project;

(c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor; or

(d) Damage by the CONTRACTOR to subcontractors or to another contractor.

When the above grounds are removed, or the CONTRACTOR provides Surety Bond satisfactory to the TOWN that will protect the TOWN in the amount withheld, payment shall be made for amounts withheld because of them. No moneys may be withheld under (b) and (c) if a Payment Bond is included in the Contract.

Notwithstanding the foregoing, the TOWN may withhold funds if required to do so pursuant to the Colorado Public Works Act, §38-26-101, *et seq*.

2.2.31 PUBLIC WORKS DEPARTMENT'S STATUS

The PUBLIC WORKS DEPARTMENT shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

2.2.32 PUBLIC WORKS DEPARTMENT'S DECISIONS

The PUBLIC WORKS DEPARTMENT shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the CONTRACTOR and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

2.2.33 DISPUTE RESOLUTION

Except as otherwise provided in Articles 2.2.18 and 2.2.19, the following provisions shall apply to a dispute, controversy or claim:

A. Notice and Attempt to Cure: In the event of a dispute, controversy or claim, the non-breaching party agrees to provide written notice to the breaching party. Such written notice shall specifically state the reason of the dispute and appropriate corrective action, if known. The breaching party shall have five (5) days to cure the default, unless the PUBLIC WORKS DEPARTMENT agrees in writing that additional time is warranted.

B. Mediation: If the default is not resolved during the cure period, and prior to the commencement of arbitration, the non-breaching party shall first submit the matter to mediation conducted by a neutral mediator. The parties shall attempt to agree upon a mediator and shall endeavor to find a mediator having at least five (5) years' experience in construction-related matters. If the parties are unable to agree upon a mediator, either party may apply to the American Arbitration Association in Denver, Colorado, for appointment of a mediator. The cost of the mediation shall be shared equally by the parties.

C. Arbitration: If the dispute is not resolved by the mediation process within thirty (30) days after the appointment and installation of a mediator, the non-breaching party may commence arbitration. The dispute, controversy or claim shall then be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

2.2.34 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is substantially complete or ready for final inspection and acceptance, the PUBLIC WORKS DEPARTMENT will promptly make such inspection and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed, he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the CONTRACTOR, including the retained percentage is due and payable, unless a retention based on the PUBLIC WORKS DEPARTMENT's estimate of the fair value of the claims against the CONTRACTOR is warranted or a retention for the cost of completing the uncompleted or unsatisfactory items of work with specified amounts for each incomplete or defective item of work is warranted. No final payment shall be made by the TOWN unless and until the CONTRACTOR has certified in writing to the PUBLIC WORKS DEPARTMENT that all payroll, material bills, and other indebtedness connected with the work have been paid or otherwise satisfied.

The making and acceptance of the final payment shall constitute a waiver of all claims by the TOWN, other than those arising from unsettled claims or liens, from faulty work appearing within the two-year guarantee period, from the requirements of the Specifications and Drawings, or from manufacturer guarantees. It shall also constitute a waiver of all claims by the

CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the PUBLIC WORKS DEPARTMENT so certifies, the TOWN shall, upon certificate of the PUBLIC WORKS DEPARTMENT, and without terminating the Contract, make payment of balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the project to bind the subcontractors to the CONTRACTOR by the terms of the Contract Documents, and to give the CONTRACTOR the same power as regard to terminating any subcontract that the TOWN may exercise over the CONTRACTOR under any provision of the Contract Documents.

If the TOWN fails to make payment as herein provided, there shall be added to each payment daily interest at the rate of six percent (6%) per annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the CONTRACTOR.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the TOWN.

Subcontracts, or transfer of Contract, shall not release the CONTRACTOR of his liability under the Contract and the Payment and Performance Bonds.

Notwithstanding the foregoing, the TOWN may withhold funds if required to do so pursuant to the Colorado Public Works Act, §38-26-101, *et seq*.

2.2.35 LIQUIDATED DAMAGES

The CONTRACTOR recognizes and agrees that the date of the commencement and completion of the work are essential conditions of the Contract Documents, and the work shall be commenced on the date specified in the Notice to Proceed and shall proceed at such rate of progress as to insure full completion as provided in the Notice to Proceed, unless otherwise extended as provided herein. The CONTRACTOR further recognizes and agrees that the allotted time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work during the period such work is to be performed.

In the event the CONTRACTOR fails to complete the work within the allotted time limit, the following liquidated damages shall be applied:

Original Contract Amount ($)		Liquidated Damages
From More Than	To And Including	per Calendar Day ($)
0	500,000	800
500,000	1,000,000	1,600
1,000,000	2,000,000	2,200
2,000,000	5,000,000	3,200
5,000,000	15,000,000	5,400
15,000,000	----------	9,800

These rates will be assessed per calendar day for each day which the CONTRACTOR fails to finish the work in excess of the time period allotted.

The parties agree that the liquidated damages, as stated herein, are not a penalty and are reasonable, given the expected harm from a delay in completion, the difficulty of proving actual loss, and the inadequacy of any other remedy.

Notwithstanding the foregoing, the CONTRACTOR shall not be charged with liquidated damages when the delay in completion of the work is due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not limited to, unforeseen conditions, acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather. In such case, the CONTRACTOR shall promptly provide written notice of the delay to the Town.

2.2.36 TAXES

Except as may be otherwise provided in this Contract, the contract price is to include all applicable taxes, but does not include any tax from which the TOWN and the Contractor are exempt. Upon request by the CONTRACTOR, the TOWN shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price, pursuant to this provision.

2.3 LEGAL RELATIONS & RESPONSIBILITIES TO PUBLIC

2.3.1 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Laws and Regulations: The CONTRACTOR shall keep himself fully informed of all TOWN and county ordinances and regulations, and state and federal laws which in any manner affect the work herein specified. He shall at all times observe and comply with said ordinances, regulations, or laws.

2.3.2 PROJECT SAFETY

The CONTRACTOR is solely responsible for and shall take reasonable precautions in the performance of the work under this Contract to protect all persons from hazards to life and property. The CONTRACTOR shall comply with all health, safety and fire protection regulations and requirements.

2.3.3 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The CONTRACTOR shall provide and maintain all necessary watchmen, barricades, warning lights, and signs in accordance with the Manual of Uniform Traffic Control Devices, and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable protection of all work from damage, and shall take all reasonable precautions to protect the TOWN's property from injury or loss arising in connection with this Contract. Streets and highways shall be kept free of dirt and litter from CONTRACTOR's handling operations. The CONTRACTOR shall take reasonable precautions to protect private property adjacent to the project from such nuisances as dust and dirt, rock, and excessive noise. He shall make good any damage, injury or loss to his work and to the property owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents of adjacent private and public property, as provided by law and the Contract Documents.

2.5 MEASUREMENT & PAYMENT

2.5.1 PAYMENT

Unless payment is otherwise withheld as provided herein, partial payment under the Contract shall be made at the request of the CONTRACTOR once each month, based upon partial estimates to be furnished by the CONTRACTOR and approved by the PUBLIC WORKS DEPARTMENT or inspector. In making such partial payment, there shall be retained five percent (5%) of the estimated amounts until final completion and acceptance of all work covered by the Contract.

In preparing estimates for partial payments, the material delivered on the site and preparatory work done may be taken into consideration.

Payments for work under the subcontracts of the CONTRACTOR shall be subject to the above conditions.

2.5.2 PAY QUANTITIES

The CONTRACTOR shall be paid on a unit price basis as indicated by the proposal for the actual quantities installed.

MEASUREMENT AND PAYMENT Site Work MOBILIZATION

This item shall be paid for on a lump sum (LS) basis and shall include the cost of furnishing at the job site all equipment, facilities, materials, personnel, and supplies required to complete the construction. The cost of Mobilization shall not constitute more than 5% of the total contract amount.

The mobilization will be measured by the LS. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work REMOVAL OF EXISTING MATERIAL ASPHALT MAT

Payment for Removal of Existing Material Asphalt Mat will be total compensation for all labor, materials, tools, equipment, and incidentals required to remove the asphalt as designated in the scope of work and bid schedule, and as directed by the Town Project Manager.

Asphalt depth verification will not be measured and paid for separately; but will be included in the work.
Methods to prevent debris from entering the storm sewer, methods to protect the traveling public, and methods to prevent airborne debris will not be paid for separately; but will be included in the work.
Removal of Asphalt Mat will be measured by the actual quantity completed to the required depth and accepted, by the square yard (SY). The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work ASPHALT HAND PATCHING
Hot Mix Asphalt (Hand Patching) consists of those quantities required for the replacement of unstable corrugated areas in the existing pavement, and areas removed for concrete repair forms. These quantities will be restricted to small areas which require hand placement methods and where conventional paving equipment cannot be utilized.
Areas to be patched shall be excavated and squared to a neat line, leaving the sides of the excavation vertical. Prior to placement of the patch the exposed sides of the existing pavement shall be thoroughly coated with Emulsified Asphalt (slow-setting). Hot mix asphalt shall then be placed and compacted in succeeding layers not to exceed 3 inches in depth.
Preparation, and tack coat of areas to be patched will not be measured and paid for separately but shall be included in the work.
The Hand Patching will be measured by the Ton. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work ASPHALT PATCHING
Hot Mix Asphalt (Patching) consists of those quantities required for the replacement of unstable corrugated areas in the existing pavement. Areas to be patched shall be excavated and squared to a neat line, leaving the sides of the excavation vertical. Before placement of the patch, subgrade will be approved by Town Project Manager, and the exposed sides of the existing pavement shall be thoroughly coated with emulsified asphalt (slow-setting). Preparation, and tack coat of areas to be patched will not be measured and paid for separately but shall be included in the work. Hot mix asphalt shall then be placed and compacted in succeeding layers not to exceed 3 inches in depth. The Asphalt Patching will be measured by the Ton. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work SUBGRADE REPAIR
Identified subgrade that would be detrimental if left in place in its existing condition. This work consists of the removal of unsuitable subgrade material and haul offsite. Place and compact aggregate base course as directed by the Town Project Manager. If the required compacted depth of the aggregate base course exceeds 6 inches, it shall be constructed in two or more layers of approximately equal thickness. The maximum compacted thickness of any one layer shall not exceed 6 inches. Water will not be measured and paid for separately but shall be included in the work. Compaction will not be measured and paid for separately but shall be included in the work.
The aggregate base course will be measured by the ton. The accepted quantities will be paid for at the contract unit price for each of the pay items listed below that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work ASPHALT MILLING
This item shall be paid for on a square yard (SY) basis as indicated in the Bid Schedule and shall include all equipment, materials, and labor, for the removal of asphalt mat during milling operations. Extents of milling operations shall be identified and marked by the Town Project

Manager prior to any work. All mill operations shall achieve a roadway crown of a 1% minimum with minimum of 2-inches at edge of asphalt.
The asphalt milling will be measured by the SY. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work Emulsified Asphalt
This work consists of preparing and treating an existing surface with bituminous material.
The accepted quantities will be paid for by the gallon (gal) at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work ASPHALT OVERLAY
HOT MIX ASPHALT (GRADING SX)(75)(WITH FIBER)
All overlay operations shall be a minimum of 2-inches where identified. The overlay shall be type (GRADING SX)(75)(WITH FIBER) asphalt and the overlay shall have a 2% crown. A tack coat shall be applied on all milled surface areas. Approved tack coat material shall be applied at a rate determined by the Project Manager. The Asphalt Overlay will be measured by the Ton. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule. Fibers will not be paid for separately but shall be included in the cost of Hot Mix Asphalt (Grading SX) (75) (With Fiber).

MEASUREMENT AND PAYMENT Site Work TRAFFIC CONTROL
This item shall be paid for on a lump sum (LS) basis as indicated in the Bid Schedule and shall include all equipment, materials, and labor; for supplying and installing traffic control as per the Contractor supplied traffic control plan. This item also includes but is not limited to supplying signs, installation, monitoring, maintenance, daily superintendence provided by a traffic control supervisor, moving signs and removal of traffic control devices for the duration of the project. Traffic Control will be measured by the LS. The accepted quantities will be paid for at the contract unit price for each of the pay items that appear in the bid schedule.

MEASUREMENT AND PAYMENT Site Work PAVEMENT MARKINGS
Striping and thermoplastic pavement markings plan and field layout shall be approved by the Town Project Manager prior to application. Repaint, replace, or install all striping and thermoplastic markings removed during patching or mill and overlay applications. These shall include all yellow center and white shoulder striping as well as stop bar, crosswalk, or other existing thermoplastic markings as applicable in a plan to be approved by the Town prior to application. Striping quantity should cover at minimum 100 sf/gal to a max of 110 sf/gal. Striping shall be epoxy. Access must always be maintained for residents in the work area. Traffic Control Plan shall be prepared and submitted to Town for approval prior to any work. The cost of all activities not specifically included on the bid tab shall be borne by the contractor.

2.6 SCOPE OF WORK

2.6.1 CHANGES IN THE WORK

When changes in the work are authorized as provided in Article 2.2.15 and the PUBLIC WORKS DEPARTMENT agrees that additional payment is warranted, payment shall be determined as follows:

(a) Unit prices previously approved;

(b) An agreed lump sum; or

(c) The actual cost of labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added on an amount to be agreed upon, but not to exceed fifteen percent (15%) of the actual cost of the work, to cover the cost of general overhead and profit.

The PUBLIC WORKS DEPARTMENT shall determine which methodology should be applied to determine the proper amount of the additional payment.

2.6.2 ASSIGNMENT OF CONTRACT

The CONTRACTOR shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or of his rights, title, or interest therein, without the written consent of the TOWN. The CONTRACTOR may utilize the services of specialty subcontractors on those parts of the project which, under normal contraction practices, are performed by specialty subcontractors.

The CONTRACTOR shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of the TOWN.

2.6.3 SEPARATE CONTRACTS

The TOWN reserves the right to execute separate contracts in connection with this project. The CONTRACTOR shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the CONTRACTOR's work depends upon the work of any other contractor, the CONTRACTOR shall inspect and promptly report to the PUBLIC WORKS DEPARTMENT any defects in such work that render it unsuitable for such proper execution and results.

2.6.4 SUBCONTRACTS

As provided herein, the CONTRACTOR shall notify the TOWN, in writing, of the names of the subcontractors proposed for the work, designating the portions of work to be performed by each. The CONTRACTOR agrees that he is as fully responsible to the TOWN for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the TOWN.

2.6.5 UNDERGROUND OBSTRUCTIONS

As provided herein, the CONTRACTOR shall anticipate all underground obstructions, such as water lines, gas lines, sewer lines, concrete, debris, and all other types of utility lines and, unless authorized pursuant to Article 2.2.2, no extra payment will be allowed for the removal, protection, replacement, repair or possible increased cost caused by underground obstruction. Any such lines or obstructions indicated on the Drawings show only the approximate location from the information available and must be verified in the field by the CONTRACTOR. The PUBLIC WORKS DEPARTMENT will endeavor to familiarize the CONTRACTOR with all underground utilities and obstructions, but this will not relieve the CONTRACTOR from full responsibility for anticipating all underground obstructions.

In accordance with § 9-1.5-103, C.R.S, the CONTRACTOR shall not make or begin excavation without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone, or in writing and shall be given at least two business days prior to beginning work, or as otherwise provided by Colorado law.

The CONTRACTOR shall protect the existing utilities in a manner as requested by the respective utility owners at no extra compensation. The CONTRACTOR agrees to defend, indemnify and hold the TOWN, its officers, employees and agents, harmless from any and all losses, damages or claims which may arise out of, or be connected with, construction performed where said utilities are located.

Should it be necessary to relocate utilities in the area of construction, the TOWN shall coordinate the relocations with the utility owner and the CONTRACTOR.

2.6.6 EMERGENCY WORK

In an emergency affecting the safety of life or of the work or of adjoining property, the CONTRACTOR is, without special instructions or authorization from the PUBLIC WORKS DEPARTMENT, hereby permitted to act at his discretion to prevent such threatening loss or injury. He shall also act, without appeal, if so authorized or instructed by the PUBLIC WORKS DEPARTMENT. Any compensation claimed by the CONTRACTOR as a result of emergency work, shall be determined by agreement or in accordance with Article 2.6.1.

2.6.7 CLEANING UP

The CONTRACTOR shall remove, at his own expense, from the TOWN's property and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the CONTRACTOR by the TOWN thereof where such disposal is in accordance with local ordinances and is approved by the PUBLIC WORKS DEPARTMENT.

2.6.8 ASPHALT SPECIFICATIONS

Manholes, valve boxes, and thermoplastic markings shall be covered with an appropriate material during the operation and shall be removed immediately after pavement operations.

Hot mix asphalt shall be placed only on properly prepared unfrozen surfaces that are free of water, snow, and ice. The hot mix asphalt shall be placed only when both the air and surface temperatures equal or exceed the temperatures specified in Table 401-3 and the Project Manager determines that the weather conditions permit the pavement to be properly placed and compacted.

401-3

Placement Temperature Limitations in °F

Compacted Layer Thickness in inches	Minimum Surface and Air Temperature °F	
	Top Layer	Layers Below Top Layer

< 1 ½	60	50
1 ½ < 3	50	40
3 or more	45	35

The Contractor shall schedule the work so that no planned or recycled surface is left without resurfacing for more than 10 calendar days. The Contractor shall immediately place a temporary hot mix asphalt layer on any surface that has been planned or recycled and cannot be resurfaced per the above temperature requirements within 10 calendar days after being planned or recycled. The minimum thickness of the temporary hot mix asphalt layer shall be 2 inches. The Contractor shall perform the process control required to assure adequate quality of the hot mix asphalt used in the temporary layer. All applicable pavement markings shall be applied to the temporary layer surface. The Contractor shall maintain the temporary layer for the entire period that it is open to traffic. Distress that affects the ride, safety, or serviceability of the temporary layer shall be immediately corrected to the satisfaction of the Project Manager. The temporary hot mix asphalt layer shall be removed when work resumes.

Hot Mix Asphalt (Grading SX) (75) (With Fiber) shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

Property Requirement

Nominal Specific Gravity 0.91 to 1.44

Maximum Length 0.75 inches

Only reinforcing fiber strands that are not detrimental to the pavement will be allowed. The Contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer’s recommendations and shall ensure that the fiber blend corresponds with the manufacturer’s recommendations for the hot mix asphalt materials being used on the project. The Contractor shall follow the manufacturer's recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement.

Acceptable products are:

• ACE FIBERTM,

• FORTA-FI®, or

• An approved equivalent.

Aramid fibers will not be paid for separately but shall be included in the cost of Hot Mix Asphalt (Grading SX) (75) (With Fiber).

The Contractor shall ensure there is a manufacturer's representative experienced in incorporating reinforcing fibers and placing fiber reinforced warm or hot mix asphalt present on the project when placement of the fiber reinforced mix begins. The manufacturer's representative shall have experience with fiber reinforced pavements based on the support of at least three projects previously constructed in the United States. This representative may be a representative of the fiber supplier, the asphalt mix designer, or a private consultant, able to provide sufficient documentation including applicable projects and experience. The representative's name, qualifications, and previous experience shall be provided to the Project Manager for approval at least 5 working days before the fiber reinforced paving operation begins. The representative shall remain on site for the first two days of placing fiber reinforced pavement, at a minimum, and until an acceptable production sequence is established.

Any changes to the asphalt mix or fiber material beyond the allowed tolerances during production shall be disclosed by the representative and submitted in writing to the Project Manager by the Contractor as a change in mix design. The Contractor shall inject reinforcement fiber strands through the Recycled Asphalt Pavement collar, or prior to the addition of liquid asphalt cement, with a metered blower system. The Contractor shall ensure that reinforcement fiber strands are added at the specified rate per the mix design. The Contractor shall ensure that virgin aramid fibers are introduced at a minimum dosage rate of 2.1 ounces per ton of hot or warm mix asphalt pavement. If there is evidence of fiber balls at the discharge chute, the Contractor shall immediately adjust operations according to the manufacturer's recommendation to correct the problem. The Contractor shall also remove all observed fiber balls during placement. The Project Manager may require the Contractor to cease operations if fiber balls are present, until a correction plan has been submitted and approved. Any delays due to shutting down due to the presence of fiber balls shall be considered non-excusable and non-compensable. The Contractor shall provide the Project Manager with documentation detailing total reinforcement fiber strands added to the warm or hot mix asphalt at the end of each day's production. The documentation shall include total reinforcement fiber strands added and the percentage of total reinforcing fibers that are virgin aramid fibers.

ASPHALT SPECIALTIES CO.
345 West 62nd Avenue • Denver, CO 80216 • (303) 289-8555 • Fax: (303) 289-7707

May 8, 2024

Town of Johnstown
Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534

RE: 2024 Town of Johnstown Asphalt Patching Project

Dear Town of Johnstown,

Asphalt Specialties Company Inc. was established as a Colorado Corporation in 1992. Initially our focus was on patching and small paving projects, but soon grew into a full service contractor, providing asphalt, concrete, structure, earthmoving, and utility services for Colorado Department of Transportation, Commercial and Residential Developers, Municipal and County Agencies, Airports, and General Building Contractors throughout the Denver-Boulder metro area.

We currently have a main office located in Denver, Co. with plant facilities in Adams County and Weld County and shop facilities in Weld County. We also have gravel pits located in Weld and Adams County that are capable of producing virgin road base as well as recycled base and also provide dump facilities to our forces and local contractors around the Denver area.

Our staff consists of 110 full time employees and grows to 268 total employees once our seasonal employees are added on to accommodate the typical summer construction industry here in Colorado.

We consider ourselves a multifaceted roadbuilder and paving contractor and have the experience to perform projects large or small requiring intricate scheduling.

We are excited for the opportunity to bid your 2024 Asphalt Patching Project and hope to be the successful contractor.

The Principal Contact person for this Project is Mike Farrar @ 345 West 62nd Avenue – Denver, Colorado 80216, phone number 303-289-8555, email Mikef@asphaltspecialties.com and website address is www.asphaltspecialties.com.

Sincerely,

Asphalt Specialties Company Inc.

Daniel W. Hunt
President

PROJECT REFERENCES

3) Project Name:	**Old Stage Road**			
Contract amount:	Original $	**1,881,063.20**	Final: $	**1,666,967.56**
Contract completion date:	Original:	**11/10/2022**	Final:	**11/30/22**
Owner:	**Boulder County**			
Description	**Mill and Overlay, Roadway Widening**			
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:	**Bill Elrasen**		**720-564-2661**	
May we contact this person? (Yes)	No			

4) Project Name:	**2022 Pavement Resurfacing Project - Phase I**			
Contract amount:	Original $	**2,521,276.40**	Final: $	**3,085,469.77**
Contract completion date:	Original:	**12/02/2022**	Final:	**12/20/2022**
Owner:	**City of Arvada**			
Description	**Mill and Overlay of various streets in Arvada**			
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:	**Christine Biddle**		**720-898-7188**	
May we contact this person? (Yes)	No			

5) Project Name:	**Colorado Blvd. Mill and Overlay**			
Contract amount:	Original $	**1,271,275.00**	Final: $	**1,013,519.05**
Contract completion date:	Original:	**06/30/2022**	Final:	**05/17/2022**
Owner:	**Town of Frederick**			
Description	**Mill and Overlay.**			
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:			**720-382-5601**	
May we contact this person?	(Yes)	No		

6) Project Name:	**3rd Street Improvements**			
Contract amount:	Original $	**1,381,535.40**	Final: $	**1,578,536.50**
Contract completion date:	Original:	**12/31/2022**	Final:	**01/30/2023**
Owner:	**Town of Mead**			
Description	**Reconstruction, new concrete flatwork, drainage improvements.**			
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:	**Erica Rasmusseen**		**970-805-4185**	
May we contact this person?	(Yes)	No		

1) Project Name:	**2023 Arvada Pavement Resurfacing Program - BBS-21-ST-01**			
Contract amount:	Original $	**3,085,470.53**		
Owner:	**City of Arvada/8101 Ralston Road - Arvada, Colorado 80001**			
Description	**Mill and Overlay various streets Arvada, Colorado**			
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:	**Christine Biddle**	**720-898-7620**		
May we contact this person?	(Yes)	No		

2) Project Name:	**Broomfield Street Preservation Project**			
Contract amount:	Original $	**1,171,488.20**		
Owner:	**City and County of Broomfield/One Descombes Dr. - Broomfield, CO**			
Description				
Any disputed claims or change orders: Yes	(No)			
If yes, please give details:				
Reference Contact Name and phone number:	**Justin Mundt**	**303-469-3301**		
May we contact this person?	(Yes)	No		

5) Project Name:	**Colorado Blvd. Mill and Overlay**			
Contract amount:	Original $	**1,271,275.00**		
Owner:	**Town of Frederick**			
Description	**Mill and Overlay.**			
Any disputed claims or change orders: Yes (No)				
If yes, please give details:				
Reference Contact Name and phone number:		**720-382-5601**		
May we contact this person? (Yes)	No			

6) Project Name:	**McCaslin Blvd. Improvement**			
Contract amount:	Original $	**2,599,043.71**		
Owner:	**Town of Superior**			
Description	**Mill and Overlay road reconstruction.**			
Any disputed claims or change orders: Yes (No)				
If yes, please give details:				
Reference Contact Name and phone number:	**Alex Ariniello**	**303-499-3675**		
May we contact this person? (Yes)	No			

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Asphalt Specialties Co., Inc.
345 W. 62nd Avenue
Denver, CO 80216

SURETY:
(Name, legal status and principal place of business)

Endurance Assurance Corporation
4 Manhattanville Road
Purchase, NY 10577

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: $ Five Percent (5%) of the Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2024 Town of Johnstown Asphalt Patching Project, Johnstown, CO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of May, 2024

(Witness) Elizabeth Claflin - Secretary

Asphalt Specialties Co., Inc.
(Principal) *(Seal)*

(Title) Daniel W. Hunt - President

(Witness) V. Rini, Surety Witness

Endurance Assurance Corporation
(Surety) *(Seal)*

(Title) Jessica Jean Rini, Attorney-in-Fact

SOMPO INTERNATIONAL
INSURANCE

POWER OF ATTOR

1476

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each,** a "Company" and collectively, **"Sompo International,"** do hereby constitute and appoint: **Sarah C. Brown, Donald E. Appleby, Mark Sweigart, Todd Bengford, Jessica Jean Rini, Mary Ashley Allen**
as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million ($100,000,000.00)**

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or 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 WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 25th day of May, 2023.

Endurance Assurance Corporation
By:
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By:
Richard Appel; SVP & Senior Counsel

Endurance Assurance Corporation CORPORATE SEAL 2002 DELAWARE

Endurance American Insurance Company CORPORATE SEAL 1996 DELAWARE

LEXON INSURANCE COMPANY CORPORATE SEAL MARCH 16, 1984 STATE OF TEXAS

BOND SAFEGUARD INSURANCE COMPANY A SOUTH DAKOTA INSURANCE COMPANY

ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By:
Amy Taylor, Notary Public – My Commission Expires 3/9/27

AMY TAYLOR NOTARY PUBLIC STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC and said resolutions have not since been revoked, amended or modified:
   "RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO,
   and be it further
   RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds,
   undertakings or obligations in surety or co-surety for and on behalf of the Company."
3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of May, 2024

By: Daniel S. Lupe, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

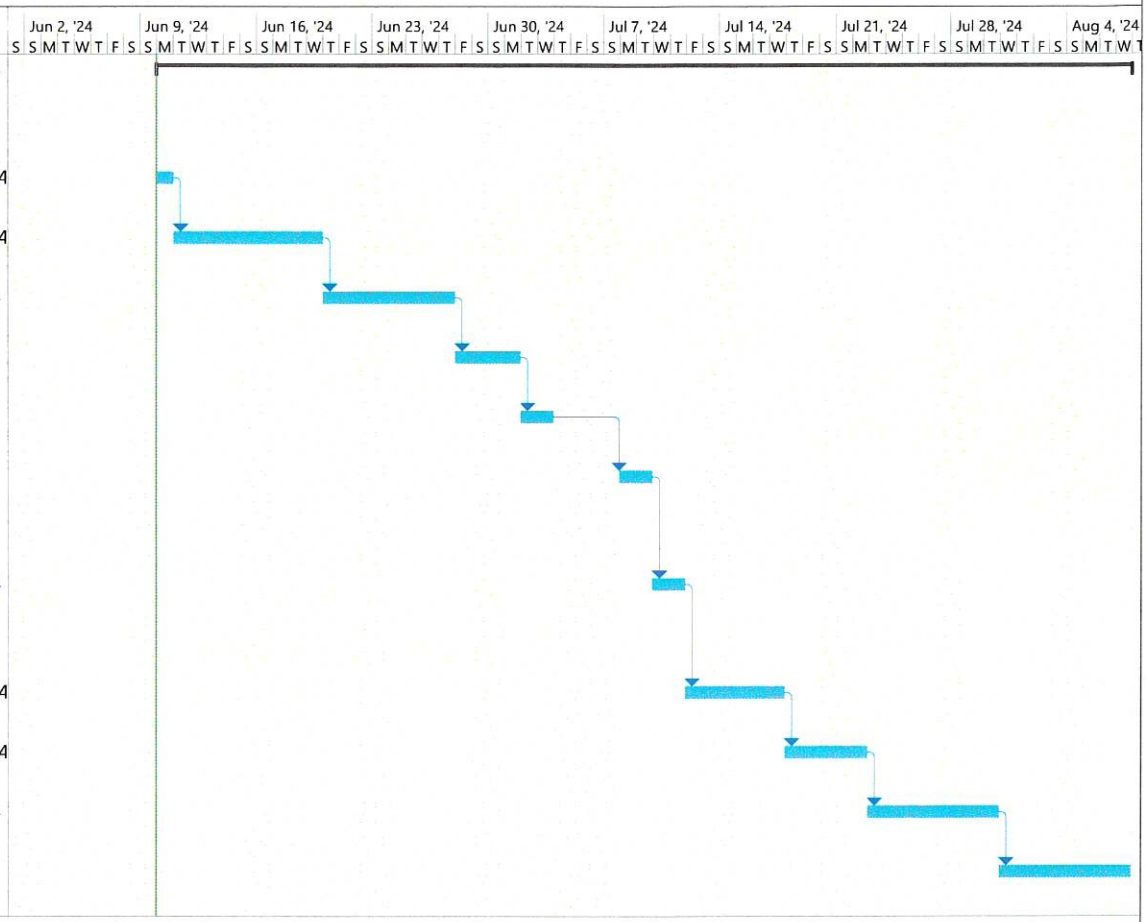
No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**
The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – https://www.treasury.gov/resource-center/sanctions/SDN-List.
In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com
Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

2024 Town of Johnstown Asphalt Patching
Preliminary Schedule prepared by
ASPHALT SPECIALTIES
5/08/2024

ID	Task Mode	Task Name	Duration	Start	Finish
1		**2024 Johnstown Asphalt Patching**	**41 days**	**Mon 6/10/24**	**Wed 8/7/24**
2		NTP	1 day	Mon 6/10/24	Mon 6/10/24
3		Rolling Hills Patching R&R	7 days	Tue 6/11/24	Wed 6/19/24
4		Landings	6 days	Thu 6/20/24	Thu 6/27/24
5		Knolls	2 days	Fri 6/28/24	Mon 7/1/24
6		Clearview	2 days	Tue 7/2/24	Wed 7/3/24
7		Country Acres, Johnsown Heights	2 days	Mon 7/8/24	Tue 7/9/24
8		Johnstown Ctr, Johnstown Colony	2 days	Wed 7/10/24	Thu 7/11/24
9		Pioneer Ridge	4 days	Fri 7/12/24	Wed 7/17/24
10		Thompson River Ranch	3 days	Thu 7/18/24	Mon 7/22/24
11		Mill & Overlay	6 days	Tue 7/23/24	Tue 7/30/24
12		Library	6 days	Wed 7/31/24	Wed 8/7/24



HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	23	$ 20.00	$ 460.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 190.00	$ 1,520.00
Traffic Control and door hangers	LS	1	$ 1,000.00	$ 1,000.00

Bid Item 1 - Total Bid	$ 3,480.00

Bid Item 2 - Johnstown Center				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,400.00	$ 1,400.00
Remove 6" of existing material	SY	144	$ 20.00	$ 2,880.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 190.00	$ 9,880.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 2 - Total Bid	$ 16,160.00

Bid Item 3 - Johnstown Colony				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	26	$ 20.00	$ 520.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 190.00	$ 1,710.00
Traffic Control and door hangers	LS	1	$ 1,000.00	$ 1,000.00

Bid Item 3 - Total Bid	$ 3,730.00

Bid Item 4 - Johnstown Heights				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,400.00	$ 1,400.00
Remove 6" of existing material	SY	140	$ 20.00	$ 2,800.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 190.00	$ 9,690.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 4 - Total Bid	$ 15,890.00

Bid Item 5 - Pioneer Ridge				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,100.00	$ 2,100.00
Remove 6" of existing material	SY	391	$ 8.30	$ 3,245.30
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 145.00	$ 20,590.00
Traffic Control and door hangers	LS	1	$ 3,800.00	$ 3,800.00

Bid Item 5 - Total Bid	$ 29,735.30

Bid Item 6 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,200.00	$ 1,200.00
Remove 6" of existing material	SY	117	$ 10.00	$ 1,170.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 175.00	$ 7,350.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 6 - Total Bid	$ 11,720.00

Bid Item 7 - Thompson River Ranch				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 4,000.00	$ 4,000.00
Remove 6" of existing material	SY	854	$ 6.00	$ 5,124.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 115.00	$ 35,650.00
Traffic Control and door hangers	LS	1	$ 3,500.00	$ 3,500.00

Bid Item 7 - Total Bid	$ 48,274.00

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 7,500.00	$ 7,500.00
Remove 6" of existing material	SY	2,107	$ 5.50	$ 11,588.50
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 115.00	$ 87,975.00
Traffic Control and door hangers	LS	1	$ 7,000.00	$ 7,000.00

Bid Item 8 - Total Bid	$ 114,063.50

Bid Item 9 - The Landings				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 8,500.00	$ 8,500.00
Remove 6" of existing material	SY	5,890	$ 5.00	$ 29,450.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 75.00	$ 160,275.00
Traffic Control and door hangers	LS	1	$ 8,500.00	$ 8,500.00

Bid Item 9 - Total Bid	$ 206,725.00

Bid Item 10 - Knolls				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	200	$ 12.00	$ 2,400.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 165.00	$ 12,045.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 10 - Total Bid	$ 17,545.00

Bid Item 11 - Clearview				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 4,000.00	$ 4,000.00
Remove 6" of existing material	SY	1,000	$ 4.00	$ 4,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 98.00	$ 35,574.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 11 - Total Bid	$ 45,574.00

Bid Item 12 - Subgrade Repair				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 105.00	$ 26,250.00

Bid Item 12 - Total Bid	$ 26,250.00

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber).

Green Area - Mill 2" and place

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 8,000.00	$ 8,000.00
Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 2.00	$ 13,304.00
Blue Area - Emulsified Asphalt	GAL	185	$ 2.00	$ 370.00
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 95.00	$ 79,135.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 2.00	$ 15,542.00
Green Area - Emulsified Asphalt	GAL	386	$ 2.00	$ 772.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 95.00	$ 92,530.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 32,000.00	$ 32,000.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 5,500.00	$ 5,500.00
Green Area - Traffic Control	LS	1	$ 5,500.00	$ 5,500.00
Area 13 - Total Bid				**$ 252,653.00**

Base Bid Total	$ 791,799.80

ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay**

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 8,000.00	$ 8,000.00
Remove 8" of existing material	SY	505	$ 12.50	$ 6,312.50
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 155.00	$ 37,820.00
Mill existing asphalt 2" in depth	SY	2,805	$ 3.65	$ 10,238.25
Tack Coat	Gal	140	$ 2.00	$ 280.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 99.50	$ 33,730.50
Restripe to match existing layout	LS	1	$ 1,200.00	$ 1,200.00
Traffic Control	LS	1	$ 7,000.00	$ 7,000.00

Bid Item A1 - Total Bid	$ 104,581.25

BRANNAN
Companies

May 8, 2024

Town Clerk
Town of Johnstown
450 S Parish Avenue
Johnstown, CO, 80534

RE: 2024 Town of Johnstown Asphalt Patching Project

Dear Sirs,

Please find to follow the bid submittal for the subject project on behalf of Brannan Sand and Gravel Company, LLC. Brannan Sand and Gravel Company, LLC is uniquely situated as the asphalt contractor of choice for many municipal, quasi-municipal, and commercial customers in the Colorado Rocky Mountain region.

Brannan Sand and Gravel Company, LLC has been in business as a General Contractor specializing in asphalt paving scopes of work for one hundred and eighteen consecutive years. Brannan Sand and Gravel Company, LLC currently provides asphalt paving and patching services as well as direct sales of aggregate, asphalt, and ready mixed concrete materials. The company is organized as a limited liability company with members and is managed by a Managing Member.

Brannan Sand and Gravel Company, LLC has a significant history of working with municipal entities, quasi-municipal districts, and private commercial customers. In recent years, our workload has consisted of approximately sixty-five percent municipal work including street paving programs, asphalt overlay programs, and full depth removal/reclamation/replacement programs. Municipal work completed by Brannan Sand and Gravel Company, LLC has also included airport runway, taxiway and apron paving work requiring Brannan's crews to work with FAA secured airport perimeters.

The remaining thirty-five percent of the work completed in this time frame has been completed for private entities. These projects have been spread among commercial, retail, hospitality, medical and industrial properties where Brannan primarily worked as an asphalt paving subcontractor.

Brannan Sand and Gravel Company, LLC currently employs more than six hundred employees organized into five divisions: Asphalt paving, utility infrastructure, concrete materials direct sales, asphalt direct sales, and aggregate materials direct sales. The

asphalt paving division is staffed with three dirt work crews, three patching crews and seven paving crews.

Safety is the first area of focus in projects we undertake. Brannan Companies currently maintains a 0.60 EMR factor with more than one million one hundred sixty-eight thousand employee hours logged in 2023.

The principal contact with Brannan Sand and Gravel Company, LLC in relationship to this bid submission is:

Brannan Sand and Gravel Company, LLC
2500 Brannan Way
Denver, CO, 80229

Seth Flutcher, Estimator/Project Manager
SFlutcher@Brannan1.com
303-853-5145 – direct line
303-435-8881 – cell

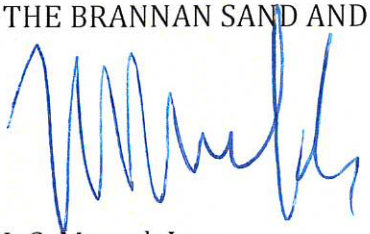
www.Brannan1.com

Please find to follow the bid tabulation pages as detailed in the request for proposal and a representative sampling of completed projects of similar magnitude and scope completed by Brannan in the previous three years.

Brannan Sand and Gravel Company, LLC looks forward to working cooperatively with The Town of Johnstown toward the successful completion of any work which may be awarded subsequent to this bid submission.

Sincerely,

THE BRANNAN SAND AND GRAVEL COMPANY, LLC



J. C. Marvel, Jr.
Member/Manager

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Brannan Sand & Gravel Company, LLC
2500 East Brannan Way, Denver, CO 80229

as Principal, hereinafter called the Principal, and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Town of Johnstown
450 S Parish Ave, Johnstown, CO 80534

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Asphalt Patching Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of May , 2024

(Witness)

Brannan Sand & Gravel Company, LLC
(Principal) (Seal)
By:
J.C. Martel, Jr.; Member/Manager (Title)

Caroline Holmes
(Witness)

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company
(Surety) (Seal)
By:
Attorney-in-Fact Elizabeth Ostblom (Title)

AIA DOCUMENT A310 ● BID BOND ● AIA ● FEBRUARY 1970 ED. ● THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Elizabeth Ostblom , Individually** of Denver, CO , its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts –

Surety Bond No: Bid Bond
Principal: Brannan Sand & Gravel Company, LLC
Obligee: Town of Johnstown

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of May , 2024 .

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	23	$ 250.00	$ 5,750.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 795.00	$ 6,360.00
Traffic Control and door hangers	LS	1	$ 3,750.00	$ 3,750.00

Bid Item 1 - Total Bid	**$ 16,960.00**

Bid Item 2 - Johnstown Center

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	144	$ 75.00	$ 10,800.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 240.00	$ 12,480.00
Traffic Control and door hangers	LS	1	$ 5,500.00	$ 5,500.00

Bid Item 2 - Total Bid	**$ 29,880.00**

Bid Item 3 - Johnstown Colony

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	26	$ 250.00	$ 6,500.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 795.00	$ 7,155.00
Traffic Control and door hangers	LS	1	$ 3,750.00	$ 3,750.00

Bid Item 3 - Total Bid	**$ 18,505.00**

Bid Item 4 - Johnstown Heights				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	140	$ 75.00	$ 10,500.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 240.00	$ 12,240.00
Traffic Control and door hangers	LS	1	$ 3,750.00	$ 3,750.00

Bid Item 4 - Total Bid	$ 27,590.00

Bid Item 5 - Pioneer Ridge				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	391	$ 75.00	$ 29,325.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 240.00	$ 34,080.00
Traffic Control and door hangers	LS	1	$ 11,000.00	$ 11,000.00

Bid Item 5 - Total Bid	$ 75,505.00

Bid Item 6 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	117	$ 75.00	$ 8,775.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 240.00	$ 10,080.00
Traffic Control and door hangers	LS	1	$ 3,750.00	$ 3,750.00

Bid Item 6 - Total Bid	$ 23,705.00

Bid Item 7 - Thompson River Ranch				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	854	$ 60.00	$ 51,240.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 230.00	$ 71,300.00
Traffic Control and door hangers	LS	1	$ 19,995.00	$ 19,995.00

Bid Item 7 - Total Bid	$ 143,635.00

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 4,350.00	$ 4,350.00
Remove 6" of existing material	SY	2,107	$ 16.00	$ 33,712.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 125.00	$ 95,625.00
Traffic Control and door hangers	LS	1	$ 13,750.00	$ 13,750.00

Bid Item 8 - Total Bid	$ 147,437.00

Bid Item 9 - The Landings				
Item	Unit of Measure	Estimated Bid Qty.		EXTENDED VALUE
Mobilization	LS	1	$ 4,350.00	$ 4,350.00
Remove 6" of existing material	SY	5,890	$ 16.00	$ 94,240.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 125.00	$ 267,125.00
Traffic Control and door hangers	LS	1	$ 26,950.00	$ 26,950.00

Bid Item 9 - Total Bid	$ 392,665.00

Bid Item 10 - Knolls				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	200	$ 75.00	$ 15,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 240.00	$ 17,520.00
Traffic Control and door hangers	LS	1	$ 7,250.00	$ 7,250.00

Bid Item 10 - Total Bid	$ 40,870.00

Bid Item 11 - Clearview				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 4,350.00	$ 4,350.00
Remove 6" of existing material	SY	1,000	$ 16.00	$ 16,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 150.00	$ 54,450.00
Traffic Control and door hangers	LS	1	$ 9,980.00	$ 9,980.00

Bid Item 11 - Total Bid	$ 84,780.00

Bid Item 12 - Subgrade Repair				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 625.00	$ 156,250.00

Bid Item 12 - Total Bid	$ 156,250.00

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 16,278.00	$ 16,278.00
Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 4.00	$ 26,608.00
Blue Area - Emulsified Asphalt	GAL	185	$ 16.00	$ 2,960.00
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 135.00	$ 112,455.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 4.00	$ 31,084.00
Green Area - Emulsified Asphalt	GAL	386	$ 9.50	$ 3,667.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 135.00	$ 131,490.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 49,000.00	$ 49,000.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 9,500.00	$ 9,500.00
Green Area - Traffic Control	LS	1	$ 7,500.00	$ 7,500.00

Area 13 - Total Bid	**$ 390,542.00**

Base Bid Total	**$ 1,548,324.00**

ADD ALTERNATE BID ITEM

Add Alternate - Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 9,800.00	$ 9,800.00
Remove 8" of existing material	SY	505	$ 120.00	$ 60,600.00
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 140.00	$ 34,160.00
Mill existing asphalt 2" in depth	SY	2,805	$ 5.20	$ 14,586.00
Tack Coat	Gal	140	$ 9.50	$ 1,330.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 150.00	$ 50,850.00
Restripe to match existing layout	LS	1	$ 4,350.00	$ 4,350.00
Traffic Control	LS	1	$ 25,000.00	$ 25,000.00

Bid Item A1 - Total Bid	**$ 200,676.00**

Exhibit D – Past Project Experience

COMPLETED PROJECTS MATRIX

	1	2
PROJECT NAME	2022 Residential Streets Project (22-1026)	2022 Asphalt Rehabilitation (22-1023)
PROJECT LOCATION	Northglenn, CO	Longmont, CO
PROJECT TYPE	Asphalt mill, patching, and overlay	Rehabilitation of existing roadways
OWNER/GENERAL CONTRACTOR	City of Northglenn 11701 Community Center Drive Northglenn, CO Kyle Haworth KHaworth@northglenn.com	City of Longmont 385 Kimbark Street Longmont, CO, 80501 Jace Terfehr Jace.Terfehr@longmontcolorado.com
CONTRACTOR'S PROJECT MANAGER	Phillip Miller	Phillip Miller
CONTRACTOR'S PROJECT SUPERINTENDENT	**Marty Heronema**	**Marty Heronema**
CONTRACT AMOUNT	$3,872,824.24	$4,329,902.36
COMPLETION DATE	May, 2023	August, 2023
% SELF-PERFORMED WORK	65%	73%
PROJECT DELIVERY METHOD	General Contractor	General Contractor
SUSTAINABILITY CERTIFICATIONS	N/A	N/A

Exhibit D – Past Project Experience

COMPLETED PROJECTS MATRIX

	3	4
PROJECT NAME	2022 Asphalt Paving Program (22-1016)	2021 Bond Paving No. 6 (21-1030)
PROJECT LOCATION	Aurora, CO	Denver, CO
PROJECT TYPE	Asphalt roadway maintenance program	Removal and replacement of asphalt and concrete as part of a roadway maintenance program.
OWNER/GENERAL CONTRACTOR	City of Aurora 15740 E 32nd Avenue Aurora, CO, 80011 Aaron Vance 303-326-8208 Avance@auroragov.org	City and County of Denver 201 West Colfax Avenue Denver, CO, 80202 Norman Shaw 303-446-3546 Norman.Shaw@denvergov.org
CONTRACTOR'S PROJECT MANAGER	Tim Lyons	Jeff Briar
CONTRACTOR'S PROJECT SUPERINTENDENT	Cody Taylor	Gavin Glanz
CONTRACT AMOUNT	$14,587,935.47	$5,998,378.90
COMPLETION DATE	October, 2022	May, 2022
% SELF-PERFORMED WORK	89%	60%
PROJECT DELIVERY METHOD	General Contractor	General Contractor
SUSTAINABILITY CERTIFICATIONS	N/A	N/A

Exhibit D – Past Project Experience

COMPLETED PROJECTS MATRIX

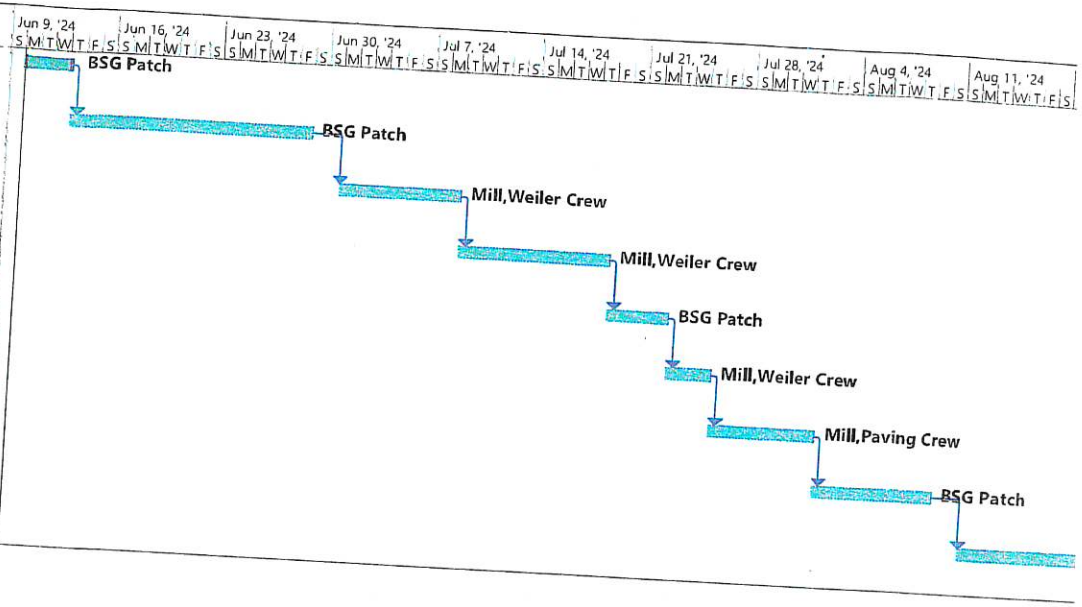
	5	6
PROJECT NAME	2022 Pavement Rehabilitation (22-1028)	Firestone Blvd & Colorado Blvd Mill and Overlay (22-1025)
PROJECT LOCATION	Greenwood Village, CO	Firestone, CO
PROJECT TYPE	Asphalt mill, patching, and overlay	Asphalt mill, patching, and overlay
OWNER/GENERAL CONTRACTOR	City of Greenwood Village 6060 S Quebec Street Greenwood Village, CO, 80111 Adam Koester AKoester@greenwoodvillage.com	Town of Firestone 9950 Park Avenue Firestone, CO, 80504 David Minor DMinor@firestoneco.gov
CONTRACTOR'S PROJECT MANAGER	Jeff Briar	Jeff Briar
CONTRACTOR'S PROJECT SUPERINTENDENT	**Connor Nolan**	**Connor Nolan**
CONTRACT AMOUNT	$2,601,115.86	$1,518,866.56
COMPLETION DATE	December, 2022	November, 2022
% SELF-PERFORMED WORK	81%	72%
PROJECT DELIVERY METHOD	General Contractor	General Contractor
SUSTAINABILITY CERTIFICATIONS	N/A	N/A

Exhibit D – Past Project Experience

COMPLETED PROJECTS MATRIX

	7	8
PROJECT NAME	On Call Asphalt and Concrete Roadway Restoration Project (21-1050)	SH 2 – Colorado Boulevard Resurfacing (23-0900)
PROJECT LOCATION	Denver, CO	Denver, CO
PROJECT TYPE	**On-Call**	Mill and Overlay
OWNER/GENERAL CONTRACTOR	City and County of Denver Board of Water Commissioners 1600 W 12th Avenue Denver, CO, 80204 Chris Fransen Chris.Fransen@denverwater.org	Colorado Department of Transportation 2829 W Howard Place Denver, CO, 80204 Nick Cheng Hsu-kun.cheng@state.co.us
CONTRACTOR'S PROJECT MANAGER	Jeff Briar	Connor Nolan
CONTRACTOR'S PROJECT SUPERINTENDENT	Gavin Glanz	Jon Gearhart
CONTRACT AMOUNT	$34,268,141.24 – current billed value	$3,321,928.52
COMPLETION DATE	Scheduled completion 07/31/2024	12/31/2023
% SELF-PERFORMED WORK	60%	77%
PROJECT DELIVERY METHOD	General Contractor – On Call	General Contractor
SUSTAINABILITY CERTIFICATIONS	N/A	N/A

Task Name	Duration	Start	Finish	Predeces	Resource Names	Text1
Area 5 - Pioneer HP	3 days	Mon 6/10/24	Wed 6/12/24		BSG Patch	142 Tons
Areas 1,2,3,4, & 6 HP (Jnstwn)	12 days	Thu 6/13/24	Fri 6/28/24	1	BSG Patch	162 Tons
Area 8 R&R (Rolling Hills)	4 days	Mon 7/1/24	Mon 7/8/24	2	Mill,Weiler Crew	765 Tons
Area 9 R&R (Landings)	8 days	Tue 7/9/24	Thu 7/18/24	3	Mill,Weiler Crew	2137 Tons
Area 10 R&R (Knolls)	2 days	Fri 7/19/24	Mon 7/22/24	4	BSG Patch	73 Tons
Area 11 R&R (Clearview)	3 days	Tue 7/23/24	Thu 7/25/24	5	Mill,Weiler Crew	363 Tons
Mill and Overlay Fiber 34&25	5 days	Fri 7/26/24	Thu 8/1/24	6	Mill,Paving Crew	1807 Tons
Area 7 - Thompson Riv HP	6 days	Fri 8/2/24	Fri 8/9/24	7	BSG Patch	310 Tons
Library Add Alt	8 days	Mon 8/12/24	Wed 8/21/24	8	Mill,Weiler Crew	583 Tons



Bid Submit

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

May 8, 2024

Town of Johnstown, Town Clerk

We appreciate the opportunity to submit our bid and qualifications for the 2024 Town of Johnstown Asphalt Patching Project and partner with the Town on another successful project.

In our qualifications, we have made every endeavor to demonstrate our industry-leading experience, dedication, and eagerness to collaborate with the Town of Johnstown and its team of professionals. We aim to provide patching services as work outlined in the ITB.

Drawing on over 75 years of local experience in northern Colorado, Connell Resources, Inc. (Connell) offers a seasoned team of managers and skilled craft employees. Combining our diverse construction experience along with our deep understanding of local conditions and our sustained dedication to making a positive impact on the Northern Colorado Community, Connell is uniquely positioned for this project.

The following projects reflect a small sampling of our recent project experience for similar projects to the Towns patching project. Connell also performs many emergency utility repairs that require asphalt patching.

2023 Wellington Asphalt Road Repairs | Town of Wellington - Nathan Ewert PE, Civil Engineer III 970-473-0014 | ewertna@wellingtoncolorado.gov

SH 60 at Ledge Rock | Carson Development - Mike Schlup, Developer | 816-550-5539 | mikeschlup@corbinparkop.com

SB I-25 Emergency Patching | SEMA Construction – Tyson Geist | 303-627-2600 | tgeist@sema.inc

Severance 2023 Overlay | Town of Severance – John Zacklene | 970-686-1218 | jzacklene@townofseverance.org

Connell self performs 80% of all contract work through our team of 250 local employees. Our reputation is founded on delivering a safe work environment, the highest quality workmanship and complete construction services. We consider it a privilege to collaborate with each owner and project stakeholder to meet specific project objectives. Our safety record and protocols exceed industry standards, ensuring the well-being of our employees and the public.

Please feel free to contact Mark Van Ronk or myself with any questions pertaining to this proposal.

William S Anderson, Vice President

Office 970-223-3151
Cell 970-227-9994
banderson@connellresources.com
7785 Highland Meadows Pkwy. Suite 100
Fort Collins, CO 80528
connellresources.com

Mark Van Ronk, Estimator and Project Manager

Office 970-223-3151
Cell 970-566-5606
mvanronk@connellresources.com

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FOR

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Connell Resources, Inc.
7785 Highland Meadows Parkway, Suite 100
Fort Collins, CO 80528

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:
Town of Johnstown
450 South Parish Ave.
Johnstown, CO 80534

BID
Bid Due Date: 5/8/2024
Description *(Project Name— Include Location)*: 2024 Town of Johnstown Asphalt Patching Project
Town of Johnstown, Colorado

BOND
Bond Number: N/A Bid Bond
Date: 5/8/2024
Penal sum Five Percent (5%) of Total Amount Bid (Words) $ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
Connell Resources, Inc. (Seal)	Travelers Casualty and Surety Company of America (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
William S. Anderson Print Name	Christina L. Townsend Print Name
Vice President Title	Attorney-in-Fact Title
Attest: Signature	Attest: Signature
Title Jennifer Lindblad, Assistant Secretary	Title K'Anne E. Vogel, Witness to Surety

Note: Addresses are to be used for giving any required notice.

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 shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur 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 shall 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 shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall 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 shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna L. Adams, Ashley K. Anderson, Barbara J. Arnold, Timothy J. Blanchard, Lynn Christine Bosman, Mary Ann Eurich, Vickie Golobic, Andrew P Walters, Nikki M. Mosbrucker, Terri L. Reese, Robert Charles Torrez, Christina L. Townsend, K'Anne E Vogel, Nicole Lee McGuire, and Jennifer J. Walker** of **Denver, Colorado,** their true and lawful Attorney-in-Fact to sign,execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.:
OR
Project Description: 2024 Town of Johnstown Asphalt Patching Project

Principal: Connell Resources, Inc.
Obligee: Town of Johnstown

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 8th day of May , 2024 .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

Johnstown Patching - Duration Schedule

	Days
Hand Patching areas	7
Landings	12
Knolls & Clearview	5
Other patching areas	10
Reagan and Larimer Parkway	7

Note:
Actual dates will be determined based upon notice of award, notice to proceed, and our schedule demands at that time.

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	23	$ 31.00	$ 713.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 180.00	$ 1,440.00
Traffic Control and door hangers	LS	1	$ 2,640.00	$ 2,640.00

Bid Item 1 - Total Bid	$ 5,293.00

Bid Item 2 - Johnstown Center				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	144	$ 31.00	$ 4,464.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 180.00	$ 9,360.00
Traffic Control and door hangers	LS	1	$ 2,640.00	$ 2,640.00

Bid Item 2 - Total Bid	$ 16,964.00

Bid Item 3 - Johnstown Colony				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	26	$ 31.00	$ 806.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 192.00	$ 1,728.00
Traffic Control and door hangers	LS	1	$ 3,950.00	$ 3,950.00

Bid Item 3 - Total Bid	$ 6,984.00

Bid Item 4 - Johnstown Heights				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	140	$ 31.00	$ 4,340.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 180.00	$ 9,180.00
Traffic Control and door hangers	LS	1	$ 2,630.00	$ 2,630.00

Bid Item 4 - Total Bid	$ 16,650.00

Bid Item 5 - Pioneer Ridge				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	391	$ 31.00	$ 12,121.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 190.00	$ 26,980.00
Traffic Control and door hangers	LS	1	$ 10,100.00	$ 10,100.00

Bid Item 5 - Total Bid	$ 49,701.00

Bid Item 6 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 500.00	$ 500.00
Remove 6" of existing material	SY	117	$ 31.00	$ 3,627.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 218.00	$ 9,156.00
Traffic Control and door hangers	LS	1	$ 3,380.00	$ 3,380.00

Bid Item 6 - Total Bid	$ 16,663.00

Bid Item 7 - Thompson River Ranch				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,000.00	$ 2,000.00
Remove 6" of existing material	SY	854	$ 28.70	$ 24,509.80
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 171.00	$ 53,010.00
Traffic Control and door hangers	LS	1	$ 11,700.00	$ 11,700.00

Bid Item 7 - Total Bid	$ 91,219.80

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,000.00	$ 2,000.00
Remove 6" of existing material	SY	2,107	$ 21.20	$ 44,668.40
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 157.00	$ 120,105.00
Traffic Control and door hangers	LS	1	$ 32,000.00	$ 32,000.00

Bid Item 8 - Total Bid	$ 198,773.40

Bid Item 9 - The Landings				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,000.00	$ 2,000.00
Remove 6" of existing material	SY	5,890	$ 10.30	$ 60,667.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 138.00	$ 294,906.00
Traffic Control and door hangers	LS	1	$ 34,500.00	$ 34,500.00

Bid Item 9 - Total Bid	$ 392,073.00

Bid Item 10 - Knolls				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,900.00	$ 2,900.00
Remove 6" of existing material	SY	200	$ 36.80	$ 7,360.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 160.00	$ 11,680.00
Traffic Control and door hangers	LS	1	$ 6,600.00	$ 6,600.00

Bid Item 10 - Total Bid	$ 28,540.00

Bid Item 11 - Clearview				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,900.00	$ 2,900.00
Remove 6" of existing material	SY	1,000	$ 23.60	$ 23,600.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 150.00	$ 54,450.00
Traffic Control and door hangers	LS	1	$ 9,020.00	$ 9,020.00

Bid Item 11 - Total Bid	$ 89,970.00

Bid Item 12 - Subgrade Repair				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 127.00	$ 31,750.00

Bid Item 12 - Total Bid	$ 31,750.00

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,900.00	$ 2,900.00
Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 3.95	$ 26,275.40
Blue Area - Emulsified Asphalt	GAL	185	$ 3.75	$ 693.75
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 117.00	$ 97,461.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 3.90	$ 30,306.90
Green Area - Emulsified Asphalt	GAL	386	$ 1.80	$ 694.80
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 130.00	$ 126,620.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 39,200.00	$ 39,200.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 11,900.00	$ 11,900.00
Green Area - Traffic Control	LS	1	$ 12,700.00	$ 12,700.00
Area 13 - Total Bid				**$ 348,751.85**

Base Bid Total	**$ 1,293,333.05**

ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay**				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$ 2,170.00	$ 2,170.00
Remove 8" of existing material	SY	505	$ 16.20	$ 8,181.00
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 165.00	$ 40,260.00
Mill existing asphalt 2" in depth	SY	2,805	$ 6.30	$ 17,671.50
Tack Coat	Gal	140	$ 4.95	$ 693.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 139.00	$ 47,121.00
Restripe to match existing layout	LS	1	$ 2,100.00	$ 2,100.00
Traffic Control	LS	1	$ 1,560.00	$ 1,560.00

Bid Item A1 - Total Bid	**$ 119,756.50**

BID SCHEDULE – SUMMARY

TOTAL BID (SCHEDULE): (Written)

One million sixty seven thousand nine hundred hundred eighteen Dollars forty five cents

Signature: Kenneth Carter

Title: Chief Estimator

Company: Martin Marietta Materials, Inc.

Address: 1800 North Taft Hill Road

Ft. Collins, Co. 80521

Telephone: 970-407-3615

FAX: 970-407-3900

(SEAL) - if bid is by a Corporation.

ATTEST:

Debbra Smith

Name: Debbra Smith
(please type)

Title: Job Cost Admin

BID SCHEDULE

BIDDER INFORMATION

Company Name: Martin Marietta Materials, Inc.

Point of Contact: Kenneth Carter - Chief Estimator

Address: 1800 North Taft Hill Road Fort Collins, Co 80521

Phone: 970-407-3615 Email: ken.carter@martinmarietta.com

Signature of Company Representative: [signature] Date of Bid: 5-8-2024

LIST OF ANTICIPATED SUBCONTRACTORS:

Contractor	Anticipated Work
1. Good Luck Construction	Utility Adjustments
2. Alpha Milling	Cold Milling
3. Quality Traffic	Traffic Control
4. Tendit Group	Pavement Markings
5.	

BID SUMMARY

BID SCHEDULE TOTAL: $ 1,067,918.45

Return this sheet stapled to the Bid Schedule on the following page

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
MARTIN MARIETTA MATERIALS, INC.
1800 North Taft Hill Road
Fort Collins, CO 80521

SURETY:
(Name, legal status and principal place of business)
ATLANTIC SPECIALTY INSURANCE COMPANY
605 Highway 169 North
Plymouth, MN 55441

OWNER:
(Name, legal status and address)
TOWN OF JOHNSTOWN
450 South Parish Avenue, Johnstown, CO 80534

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
2024 Town of Johnstown Asphalt Patching.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April, 2024

Kristy W. Kretzschmar
(Witness) Kristy W. Kretzschmar

MARTIN MARIETTA MATERIALS, INC.
(Principal) *(Seal)*
(Title) Tyler Birch, Vice President and Treasurer

Kristy W. Kretzschmar
(Witness) Kristy W. Kretzschmar

ATLANTIC SPECIALTY INSURANCE COMPANY
(Surety) *(Seal)*
(Title) Rebeca L. Gomez Porras, Attorney in Fact

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intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Benjamin A Stahl, Debra A. Deming, Elizabeth K Sterling, Kristy W. Kretzschmar, Megan K. Douaire, Rebeca L. Gomez Porras, Tyler Birch**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON DWAN NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2025

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 29th day of April, 2024

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2025

_____
Kara L.B. Barrow, Secretary

License # 194

Town of
Johnstown

Business License
by the Authority of
The Town of Johnstown, State of Colorado

Permission is hereby given to Martin Marietta Materials, Inc. to maintain and carry on business within the limits of the Town of Johnstown for the term of issue date to the 31st day of December 2024. This business is located at:
1800 North Taft Hill Road, Fort Collins, Colorado, United States

In Testimony whereof the signature the Mayor and Town Clerk is hereto affixed this day 12/01/2023

Hannah Hill, Town Clerk

Troy D. Mellon, Mayor

TOWN OF JOHNSTOWN EST. 1902 COLORADO

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 625.00	$ 625.00
Remove 6" of existing material	SY	23	$ 37.00	$ 851.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 165.00	$ 1,320.00
Traffic Control and door hangers	LS	1	$ 1,000.00	$ 1,000.00

Bid Item 1 - Total Bid	$ 3,796.00

Bid Item 2 - Johnstown Center

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 625.00	$ 625.00
Remove 6" of existing material	SY	144	$ 12.00	$ 1,728.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 140.00	$ 7,280.00
Traffic Control and door hangers	LS	1	$ 1,900.00	$ 1,900.00

Bid Item 2 - Total Bid	$ 11,533.00

Bid Item 3 - Johnstown Colony				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 625.00	$ 625.00
Remove 6" of existing material	SY	26	$ 34.00	$ 884.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 165.00	$ 1,485.00
Traffic Control and door hangers	LS	1	$ 1,000.00	$ 1,000.00
Bid Item 3 - Total Bid				**$ 3,994.00**

Bid Item 4 - Johnstown Heights				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 625.00	$ 625.00
Remove 6" of existing material	SY	140	$ 25.00	$ 3,500.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 140.00	$ 7,140.00
Traffic Control and door hangers	LS	1	$ 1,900.00	$ 1,900.00
Bid Item 4 - Total Bid				**$ 13,165.00**

Bid Item 5 - Pioneer Ridge				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,000.00	$ 2,000.00
Remove 6" of existing material	SY	391	$ 19.00	$ 7,429.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 140.00	$ 19,880.00
Traffic Control and door hangers	LS	1	$ 3,800.00	$ 3,800.00
Bid Item 5 - Total Bid				**$ 33,109.00**

Bid Item 6 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,100.00	$ 1,100.00
Remove 6" of existing material	SY	117	$ 14.50	$ 1,696.50
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 140.00	$ 5,880.00
Traffic Control and door hangers	LS	1	$ 1,800.00	$ 1,800.00
Bid Item 6 - Total Bid				**$ 10,476.50**

Bid Item 7 - Thompson River Ranch				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 4,500.00	$ 4,500.00
Remove 6" of existing material	SY	854	$ 21.00	$ 17,934.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 140.00	$ 43,400.00
Traffic Control and door hangers	LS	1	$ 3,800.00	$ 3,800.00
Bid Item 7 - Total Bid				**$ 69,634.00**

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 3,900.00	$ 3,900.00
Remove 6" of existing material	SY	2,107	$ 6.85	$ 14,432.95
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 105.00	$ 80,325.00
Traffic Control and door hangers	LS	1	$ 12,400.00	$ 12,400.00
Bid Item 8 - Total Bid				**$ 111,057.95**

Bid Item 9 - The Landings				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 21,000.00	$ 21,000.00
Remove 6" of existing material	SY	5,890	$ 6.15	$ 36,223.50
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 108.00	$ 230,796.00
Traffic Control and door hangers	LS	1	$ 10,600.00	$ 10,600.00
Bid Item 9 - Total Bid				**$ 298,619.50**

Bid Item 10 - Knolls				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 3,100.00	$ 3,100.00
Remove 6" of existing material	SY	200	$ 16.00	$ 3,200.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 150.00	$ 10,950.00
Traffic Control and door hangers	LS	1	$ 3,800.00	$ 3,800.00
Bid Item 10 - Total Bid				**$ 21,050.00**

Bid Item 11 - Clearview				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 3,300.00	$ 3,300.00
Remove 6" of existing material	SY	1,000	$ 11.00	$ 11,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 105.00	$ 38,115.00
Traffic Control and door hangers	LS	1	$ 3,800.00	$ 3,800.00
Bid Item 11 - Total Bid				**$ 56,215.00**

Bid Item 12 - Subgrade Repair				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 56.00	$ 14,000.00
Bid Item 12 - Total Bid				**$ 14,000.00**

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 11,000.00	$ 11,000.00
Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 4.00	$ 26,608.00
Blue Area - Emulsified Asphalt	GAL	185	$ 5.00	$ 925.00
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 96.00	$ 79,968.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 3.25	$ 25,255.75
Green Area - Emulsified Asphalt	GAL	386	$ 7.00	$ 2,702.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 105.00	$ 102,270.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 37,000.00	$ 37,000.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 20,000.00	$ 20,000.00
Green Area - Traffic Control	LS	1	$ 15,000.00	$ 15,000.00

Area 13 - Total Bid	**$ 320,728.75**

Base Bid Total	**$ 967,378.70**

ADD ALTERNATE BID ITEM

Add Alternate - Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,800.00	$ 1,800.00
Remove 8" of existing material	SY	505	$ 21.00	$ 10,605.00
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 122.00	$ 29,768.00
Mill existing asphalt 2" in depth	SY	2,805	$ 3.75	$ 10,518.75
Tack Coat	Gal	140	$ 3.50	$ 490.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 122.00	$ 41,358.00
Restripe to match existing layout	LS	1	$ 2,200.00	$ 2,200.00
Traffic Control	LS	1	$ 3,800.00	$ 3,800.00

Bid Item A1 - Total Bid	**$ 100,539.75**

Town Clerk
Town of Johnstown
450 S Parish Avenue
Johnstown, CO 80534

Metro Pavers Inc. is dedicated to delivering exceptional customer satisfaction by expertly managing projects from start to finish. We view challenges as opportunities for growth, consistently providing innovative solutions that define industry standards for quality and reliability. Commitment to delivering high-quality paving solutions that meet or exceed industry standards and customer expectations. With almost 50 years in the industry we strive to be proficient in all areas of Asphalt and Concrete flatwork in and around municipal boundaries.

Principal Contact:
Tony Cessa, Estimator
7230 Gilpin Way #180
Denver CO 80229
Cell: 303-668-6656
Office: 303-427-5575
tonyc@metropaversinc.com

Similar Jobs:

City of Boulder – James Smith, 303,441,3295 SmithJ@BoulderColorado.gov

Town of Erie – George Hubert, 303.926.2889, GeorgeH@ErieCo.gov

Town of Louisville – Geoff Nettleton, 303.335.4603, GNettleton@LouisvilleCo.gov

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	23	$ 30.00	$ 690.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 161.00	$ 1,288.00
Traffic Control and door hangers	LS	1	$ 500.00	$ 500.00

Bid Item 1 - Total Bid	$ 3,278.00

Bid Item 2 - Johnstown Center

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	144	$ 28.00	$ 4,032.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 161.00	$ 8,372.00
Traffic Control and door hangers	LS	1	$ 800.00	$ 800.00

Bid Item 2 - Total Bid	$ 14,004.00

Bid Item 3 - Johnstown Colony

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	26	$ 30.00	$ 780.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 161.00	$ 1,449.00
Traffic Control and door hangers	LS	1	$ 100.00	100.00

Bid Item 3 - Total Bid	$ 3,129.00

Bid Item 4 - Johnstown Heights

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	140	$ 28.00	$ 3,920.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 161.00	$ 8,211.00
Traffic Control and door hangers	LS	1	$ 1,500.00	$ 1,500.00

Bid Item 4 - Total Bid	**$ 14,431.00**

Bid Item 5 - Pioneer Ridge

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	391	$ 28.00	$ 10,948.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 161.00	$ 22,862.00
Traffic Control and door hangers	LS	1	$ 800.00	$ 800.00

Bid Item 5 - Total Bid	**$ 35,410.00**

Bid Item 6 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	117	$ 30.00	$ 3,510.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 161.00	$ 6,762.00
Traffic Control and door hangers	LS	1	$ 800.00	$ 800.00

Bid Item 6 - Total Bid	**$ 11,872.00**

Bid Item 7 - Thompson River Ranch

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	854	$ 28.00	$ 23,912.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 159.00	$ 49,290.00
Traffic Control and door hangers	LS	1	$ 900.00	$ 900.00

Bid Item 7 - Total Bid	**$ 74,902.00**

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	2,107	$ 26.00	$ 54,782.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 151.00	$ 115,515.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 8 - Total Bid	**$ 173,097.00**

Bid Item 9 - The Landings

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,700.00	$ 2,700.00
Remove 6" of existing material	SY	5,890	$ 26.00	$ 153,140.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 144.00	$ 307,728.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 9 - Total Bid	**$ 465,568.00**

Bid Item 10 - Knolls

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE

Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	200	$ 28.00	$ 5,600.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 161.00	$ 11,753.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 10 - Total Bid	**$ 20,153.00**

Bid Item 11 - Clearview

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 800.00	$ 800.00
Remove 6" of existing material	SY	1,000	$ 26.00	$ 26,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 144.00	$ 52,272.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 11 - Total Bid	**$ 81,072.00**

Bid Item 12 - Subgrade Repair

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 115.00	$ 28,750.00

Bid Item 12 - Total Bid	**$ 28,750.00**

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber).
Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 6,800.00	$ 6,800.00

Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 4.85	$ 32,262.20
Blue Area - Emulsified Asphalt	GAL	185	$ 3.90	$ 721.50
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 185.00	$ 154,105.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 4.85	$ 37,689.35
Green Area - Emulsified Asphalt	GAL	386	$ 3.90	$ 1,505.40
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 185.00	$ 180,190.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 47,700.00	$ 47,700.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 12,000.00	$ 12,000.00
Green Area - Traffic Control	LS	1	$ 13,000.00	$ 13,000.00
Area 13 - Total Bid				**$ 485,973.45**

Base Bid Total	**$ 1,411,639.45**

ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and Overlay**

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 8" of existing material	SY	505	$ 28.00	$ 14,140.00
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 170.00	$ 41,480.00
Mill existing asphalt 2" in depth	SY	2,805	$ 4.21	$ 11,809.05
Tack Coat	Gal	140	$ 3.90	$ 546.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 185.00	$ 62,715.00
Restripe to match existing layout	LS	1	$ 900.00	$ 900.00
Traffic Control	LS	1	$ 400.00	$ 400.00

Bid Item A1 - Total Bid	**$ 133,590.05**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Metro Pavers, Inc.

7230 Gilpin Way, Suite 180

Denver, CO 80229

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town of Johnstown, Colorado

450 S. Parish Avenue

Johnstown, CO 80534

BOND AMOUNT: $ Five Percent (5%) of the Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)

2024 Town of Johnstown Asphalt Patching Project, Johnstown, CO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2024

(Witness)

Metro Pavers, Inc.
(Principal) *(Seal)*

Secretary
(Title)

(Witness) J. Rini, Surety Witness

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

Sarah C. Brown
(Title) Sarah C. Brown, Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Sarah C. Brown of **GREENWOOD VILLAGE**, **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th day of May , . 2024

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

WE PAVE ALL BIG OR SMALL

METRO PAVER INC
EXCELLENCE SINCE 1975

METRO PAVERS INC.

EXCELLENCE SINCE 1975

Metro Pavers is the Leading Integrated, Specialty Paving Services Platform in the Colorado Market

MILLING

PAVING, PATCHING & REPAIRS

SAW CUTTING

CONCRETE INSTALL

INFRARED

SEALCOAT & STRIPING

TRAFFIC CONTROL

HAULING

Metro Pavers – Division Overview

	Asphalt Paving & Concrete Services	Traffic Control
Company Formed	1975	2021
FY23 Revenue	$33.8m	$2.1m
YOY Revenue Growth	31%	140%

Primary Services	▪ Asphalt Paving
	▪ Asphalt Trench Patching
	▪ Asphalt Roto Milling
	▪ Crack Sealing
	▪ Sawcutting
	▪ Concrete Paving
	▪ Curb and Gutter
	▪ Sidewalks and Other
	▪ Snow Removal / Ice Abatement
		▪ Traffic Signs
		▪ Traffic Control
		▪ Smart Flaggers
		  ▪ Events
		  ▪ Road Work
		  ▪ Pavement Marking
		▪ Project Consulting / Needs Assessment

Metro Pavers Management Team

Management Team	Industry Experience	Background
Mikey Sasina **President / CEO**	25+ years (Paving)	▪ Mikey is a second-generation owner of Metro Pavers, an entrepreneur, and an industry leader, who has been in the asphalt paving industry since childhood ▪ Owns and operates the Metro Pavers group of companies ▪ Sets the company's strategic direction ▪ Oversees annual budgets, capital investments, resource allocation and financial planning for seasonality, economic fluctuations and industry changes ▪ Manages a workforce of over 170 employees
Tony Leonard, CPA **CFO**	5 years (Paving) 27 years (Financial)	▪ Tony is an experienced senior executive who has extensive experience as a CFO for numerous multi million-dollar companies ▪ Oversees the finance function of the Metro Pavers group of companies, including annual financial statement preparation and review, and advises CEO/President regarding strategic considerations during key decision-making processes ▪ Responsible for financial integration and separation for mergers, acquisitions, and divestitures ▪ Manages internal controls, debt servicing, covenant compliance, banking, and regulatory compliance ▪ Liaises with external stakeholders, including banks, lenders, insurance companies and CPAs
Jamie Towers, PMP **COO / Controller**	4+ years (Paving) 25+ years (Construction)	▪ Jamie is an experienced operations and accounting professional with extensive experience in the construction industry ▪ Manages operations team throughout project lifecycle to ensure projects are completed on time and within budget ▪ Works with management team to drive operating efficiencies and support growth initiatives, especially relating to estimating, job costing, and work in progress (WIP) ▪ Oversees day-to-day accounting, HR, and back-end office functions ▪ Leads new program implementations to ensure Metro Pavers is current with industry advancements

Metro Pavers - Division Leaders with Proven Ability to Drive Growth

Leadership Team	Industry Experience	Background
Jason Everhart Asphalt Division Director	15 Years	▪ Joined Metro Pavers in 2010 ▪ Increasing roles and responsibilities ▪ Specialist in paving, infrared patching, seal coating, and concrete saw cutting ▪ Started career as a mechanic and achieved ASE Master Certified Technician
Jay Schaller Concrete Division Manager	25 Years	▪ Joined Metro Pavers in 2015 ▪ Has quickly become a key leader on the operations team ▪ Oversees the concrete division for Metro ▪ 17 years with Q3 Companies a construction services company
Chad Anema Chief Estimator	25 Years	▪ Joined Metro Pavers in 2014 ▪ Key contributor to the Company's growth and success ▪ Long tenure in heavy civil construction/maintenance projects and project management ▪ 10 years with American Civil Contractors ▪ Specialist in snow removal, overlap and grading

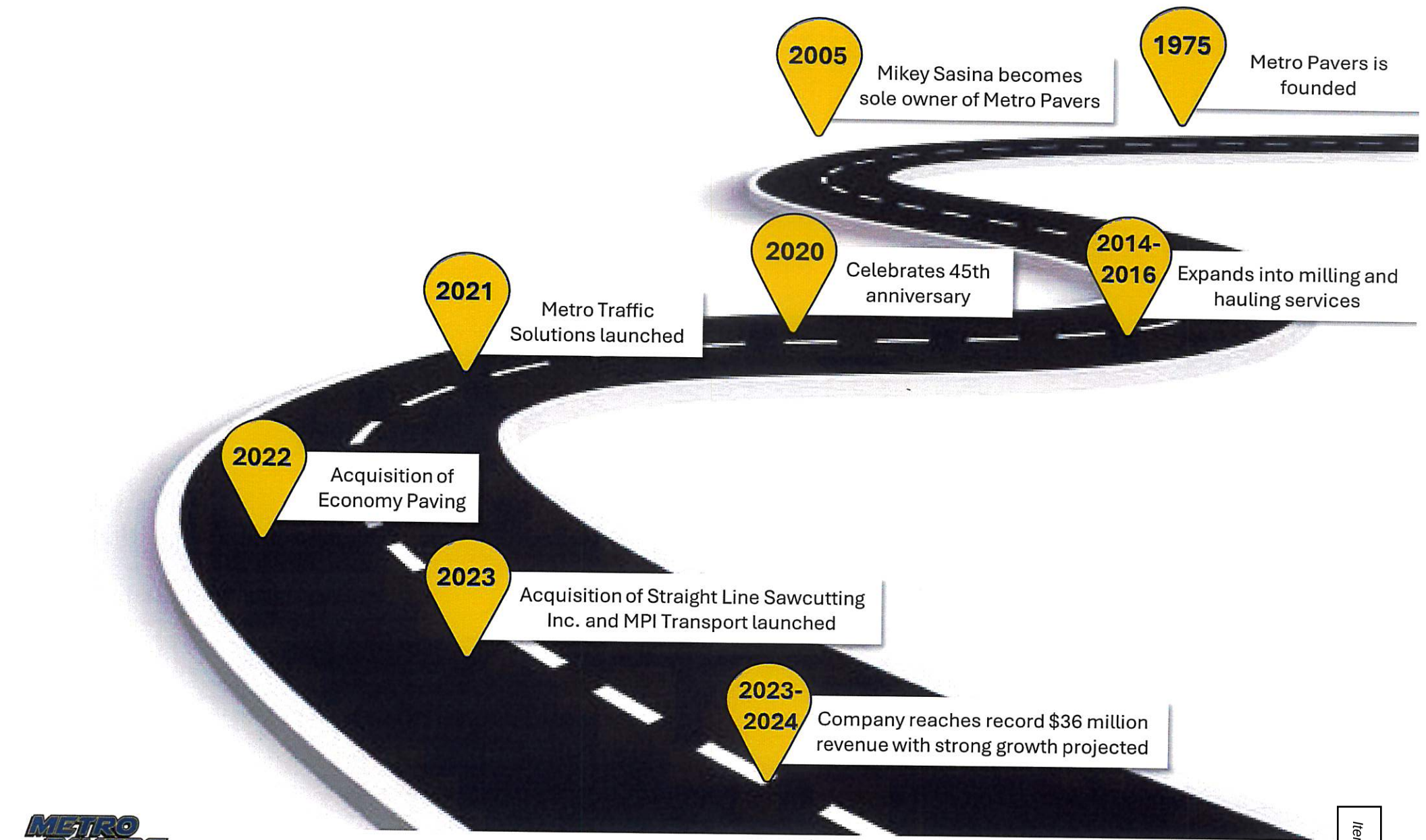
Item #14.

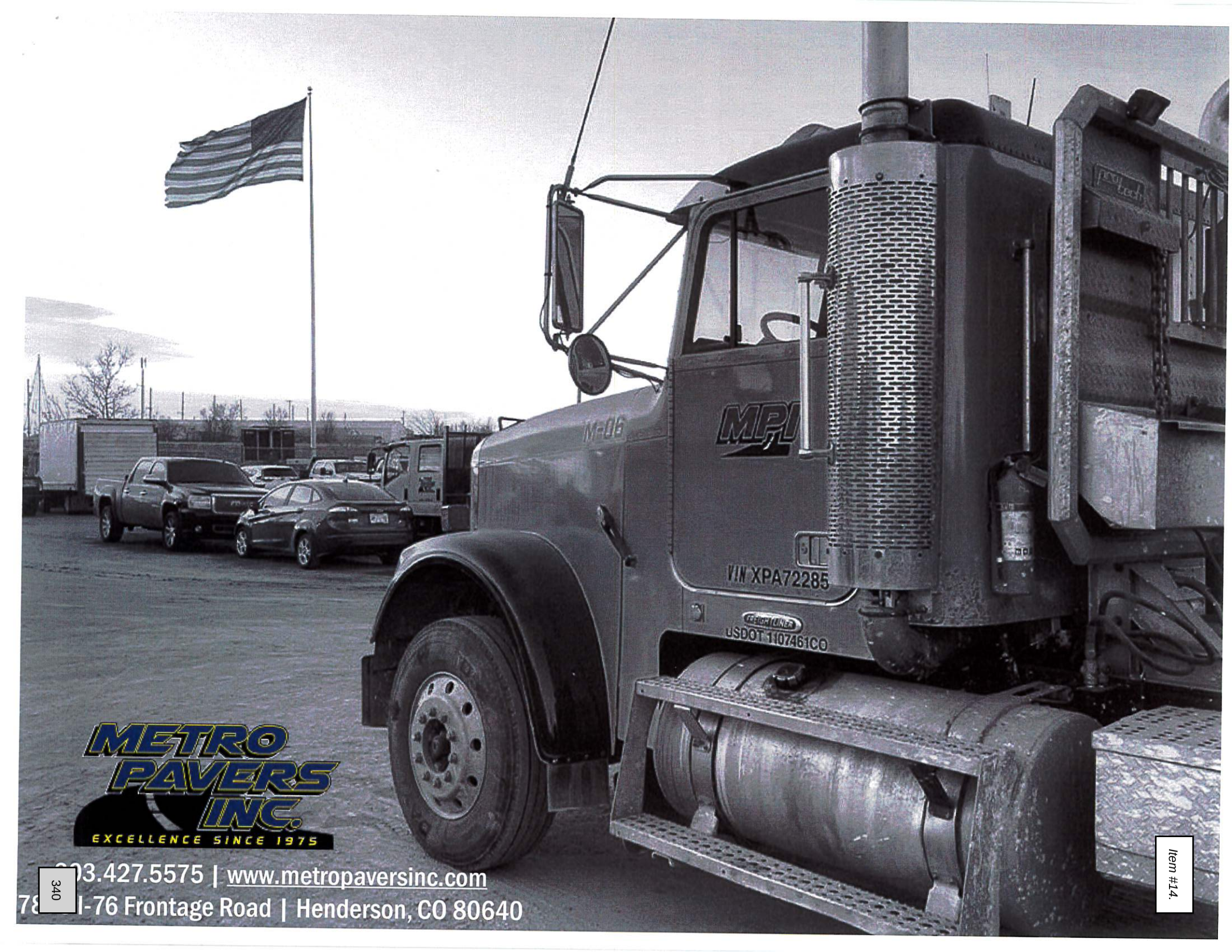
Metro Pavers' Culture Drives Success

1. Honesty, Professionalism, Accountability
2. Empower All Employees to Reach Their Full Potential
3. Commitment to the Highest Quality of Workmanship
4. Always Be Prepared to Tackle Any Challenge
5. Safety is at the Center of Everything We Do

Eddie Trujillo, a 50 Year Employee

Metro Pavers – Company History




MPI
VIN XPA72285
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METRO PAVERS INC.
EXCELLENCE SINCE 1975
303.427.5575 | www.metropaversinc.com
I-76 Frontage Road | Henderson, CO 80640

CENTRAL REGION
6215 Clear Creek Pkwy
Cheyenne, WY 82007
TEL 307.632.7900
FAX 307.632.1088

SIMON

05/08/2024
Town of Johnstown
450 S. Parish Ave.
Johnstown, CO 80534

Attn: Town Clerk
Bid Proposal – 2024 Johnstown Asphalt Patching Project

Please see the attached bid tabulation, bid bond, statement of qualification, and list of intended subcontractors/suppliers.

There were no addendums posted to BidNet, however, SIMON acknowledges Communications 1 – 4 that were posted.

Thank you,

Preston Pierson | Sr. Estimator
Mobile 970.217.1842
ppierson@simonteam.com

Central Region
6550 S Co Rd 5
Fort Collins, CO 80528
https://simonteam.com

Telephone: +1 860-241-4424
Website: wtwco.com
E-mail: saykham.chanthasone@wtwco.com

May 7, 2024

McAtee Construction Company
Attn: Jeannette Zimmerman
6215 Clear Creek Parkway
Cheyenne, Wyoming 82007

RE: **Obligee: Town of Johnstown**
Bid Bond for: 2024 Johnstown Asphalt Patching Project
Bid Date: May 8, 2024

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Saykham Chanthasone

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT – DECEMBER 31, 2023

Assets		Liabilities	
Cash and Bank Deposits	$1,850,245,073.00	Unearned Premiums	$10,298,963,305.00
*Bonds – U.S Government	$3,859,565,383.00	Reserve for Claims and Claims Expense	$28,848,537,243.00
*Other Bonds	$21,048,805,773.00	Funds Held Under Reinsurance Treaties	$360,714,151.00
*Stocks	$19,937,271,802.00	Reserve for Dividends to Policyholders	$1,310,198.00
Real Estate	$122,228,711.00	Additional Statutory Reserve	$296,126,000.00
Agents' Balances or Uncollected Premiums	$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities	$7,622,413,466.63
Accrued Interest and Rents	$186,906,667.00	**Total**	**$47,428,064,363.63**
Other Admitted Assets	$15,677,869,683.63	Special Surplus Funds	$209,508,757.00
		Capital Stock	$10,000,075.00
		Paid In Surplus	$13,834,867,488.00
		Unassigned Surplus	$9,409,112,836.00
		Surplus to Policyholders	$23,463,489,156.00
Total Admitted Assets	**$70,891,553,519.63**	**Total Liabilities and Surplus**	**$70,891,553,519.63**

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.

Timothy A. Mikolajewski, Assistant Secretary

LMS-1262/LMIC

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

McAtee Construction Company
6215 Clear Creek Parkway
Cheyenne, WY 82007

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
Mailing Address for Notices
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)

Town of Johnstown
450 S. Parish Ave P.O. Box 609
Johnstown, CO 80534

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

2024 Johnstown Asphalt Patching Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 7th day of May, 2024.

Jeannette Zimmerman
(Witness)

McAtee Construction Company
(Principal) *(Seal)*

By: [signature]
(Title) Regional Manager

[signature]
(Witness) Stacy-Ann Morrison

Liberty Mutual Insurance Company
(Surety) *(Seal)*

By: [signature]
(Title) Michelle Anne McMahon, Attorney-in-Fact

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

S-0054/AS 8/10

Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Michelle Anne McMahon, all of the city of New York, state of NY its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: McAtee Construction Company

Obligee Name: Town of Johnstown

Surety Bond Number: Bid Bond **Bond Amount:** See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2024

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 7th day of May, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 2024

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$ 370.00	$ 370.00
Remove 6" of existing material	SY	23	$ 21.65	$ 497.95
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 141.00	$ 1,128.00
Traffic Control and door hangers	LS	1	$ 1,280.00	$ 1,280.00

Bid Item 1 - Total Bid	**$ 3,275.95**

Bid Item 2 - Johnstown Center				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$ 600.00	$ 600.00
Remove 6" of existing material	SY	144	$ 21.65	$ 3,117.60
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 141.00	$ 7,332.00
Traffic Control and door hangers	LS	1	$ 2,230.00	$ 2,230.00

Bid Item 2 - Total Bid	**$ 13,279.60**

Bid Item 3 - Johnstown Colony

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 370.00	$ 370.00
Remove 6" of existing material	SY	26	$ 21.65	$ 562.90
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 141.00	$ 1,269.00
Traffic Control and door hangers	LS	1	$ 1,280.00	$ 1,280.00

Bid Item 3 - Total Bid	**$ 3,481.90**

Bid Item 4 - Johnstown Heights

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 750.00	$ 750.00
Remove 6" of existing material	SY	140	$ 21.65	$ 3,031.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 141.00	$ 7,191.00
Traffic Control and door hangers	LS	1	$ 2,320.00	$ 2,320.00

Bid Item 4 - Total Bid	**$ 13,292.00**

Bid Item 5 - Pioneer Ridge

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 750.00	$ 750.00
Remove 6" of existing material	SY	391	$ 21.65	$ 8,465.15
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 135.00	$ 19,170.00
Traffic Control and door hangers	LS	1	$ 7,490.00	$ 7,490.00

Bid Item 5 - Total Bid	**$ 35,875.15**

Bid Item 6 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 750.00	$ 750.00
Remove 6" of existing material	SY	117	$ 21.65	$ 2,533.05
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 135.00	$ 5,670.00
Traffic Control and door hangers	LS	1	$ 2,180.00	$ 2,180.00

Bid Item 6 - Total Bid	**$ 11,133.05**

Bid Item 7 - Thompson River Ranch

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 750.00	$ 750.00
Remove 6" of existing material	SY	854	$ 21.65	$ 18,489.10
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 120.00	$ 37,200.00
Traffic Control and door hangers	LS	1	$ 6,095.00	$ 6,095.00

Bid Item 7 - Total Bid	**$ 62,534.10**

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,500.00	$ 1,500.00
Remove 6" of existing material	SY	2,107	$ 8.65	$ 18,225.55
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 113.00	$ 86,445.00
Traffic Control and door hangers	LS	1	$ 7,020.00	$ 7,020.00

Bid Item 8 - Total Bid	**$ 113,190.55**

Bid Item 9 - The Landings

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,500.00	$ 1,500.00
Remove 6" of existing material	SY	5,890	$ 6.40	$ 37,696.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 101.00	$ 215,837.00
Traffic Control and door hangers	LS	1	$ 14,155.00	$ 14,155.00

Bid Item 9 - Total Bid	**$ 269,188.00**

Bid Item 10 - Knolls

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 370.00	$ 370.00
Remove 6" of existing material	SY	200	$ 71.50	$ 14,300.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 275.00	$ 20,075.00
Traffic Control and door hangers	LS	1	$ 1,785.00	$ 1,785.00

Bid Item 10 - Total Bid	**$ 36,530.00**

Bid Item 11 - Clearview

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE

Mobilization	LS	1	$ 1,500.00	$ 1,500.00
Remove 6" of existing material	SY	1,000	$ 6.45	$ 6,450.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 106.00	$ 38,478.00
Traffic Control and door hangers	LS	1	$ 2,000.00	$ 2,000.00

Bid Item 11 - Total Bid	**$ 48,428.00**

Bid Item 12 - Subgrade Repair

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 75.00	$ 18,750.00

Bid Item 12 - Total Bid	**$ 18,750.00**

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2"
(GR SX 75 PG 64-22 w/fiber).
Green Area - Mill 2" and place

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,075.00	$ 2,075.00

Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 2.55	$ 16,962.60
Blue Area - Emulsified Asphalt	GAL	185	$ 2.50	$ 462.50
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 98.25	$ 81,842.25
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 2.55	$ 19,816.05
Green Area - Emulsified Asphalt	GAL	386	$ 2.50	$ 965.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 98.25	$ 95,695.50
Re-stripe to match existing layout with Epoxy	LS	1	$ 38,930.00	$ 38,930.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 13,000.00	$ 13,000.00
Green Area - Traffic Control	LS	1	$ 6,845.00	$ 6,845.00
Area 13 - Total Bid				**$ 276,593.90**

Base Bid Total	**$ 905,552.20**

ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 -** **Library Parking Lot Hand** **Patching and 2" Mill and**

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 2,075.00	$ 2,075.00
Remove 8" of existing material	SY	505	$ 7.25	$ 3,661.25
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 135.00	$ 32,940.00
Mill existing asphalt 2" in depth	SY	2,805	$ 2.70	$ 7,573.50
Tack Coat	Gal	140	$ 2.50	$ 350.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 125.00	$ 42,375.00
Restripe to match existing layout	LS	1	$ 1,850.00	$ 1,850.00
Traffic Control	LS	1	$ 705.00	$ 705.00

Bid Item A1 - Total Bid	**$ 91,529.75**

CENTRAL REGION
6215 Clear Creek Pkwy
Cheyenne, WY 82007
TEL 307.632.7900
FAX 307.632.1088

SIMON

QUALIFICATIONS FOR JOHNSTOWN PAVING

2023 Town of Johnstown Mill & Overlay-Completed multiple locations in Johnstown completed 12/23 at a cost of $840,000.00

Jason Elkins jelkins@johnstownco.gov

Trautman Rivina Sub division Paving Sub to Crow Creek -completed 11/27/2023 at a cost $2,660,171.25

Justin Marshall 970.330.5070 Justin Marshall justin@crow-creek.com

CR 18 Johnstown-Completed 5k on paving on CR 18n Johnstown. Complete 11/23 At a cost of $861,000.00

Justin Marshall 970.330.5070 Justin Marshall justin@crow-creek.com

CENTRAL REGION
6215 Clear Creek Pkwy
Cheyenne, WY 82007
TEL 307.632.7900
FAX 307.632.1088

SIMON

LIST OF SUBCONTRACTORS AND SUPPLIERS

Traffic Control:
Loveland Barricade
4335 Ward Avenue
Loveland CO 80538
(970) 663-5311

Striping and Pavement Marking:
Loveland Barricade
4335 Ward Avenue
Loveland CO 80538
(970) 663-5311

HMA Fibers Supply:
Surface-Tech, LLC
312 S. Cedros Avenue
Solana Beach, CA 92075
(720) 768-6854

Western Plains Construction LLC

Bryan Sanchez
8134 Conifer Rd,
Denver, CO 80221
(720) 280 2459
bryansanchez@westernplains.net

Company Overview:

Western Plains Construction is a locally owned, full service asphalt and concrete company. We offer our services across the Denver metro and Front Range area of Colorado. We are confident and prideful in our team and we make sure to always have the best and well maintained equipment. We make it our priority to offer professionalism, reliability, detailing, and high quality of work in order to have the best relationships with our customers and vendors.

Projects:

- 2024 City of Denver Asphalt R&R, Asphalt Mill/Overlay with Five Star Energy Services
  - Contract Amount: $3,000,000. Contact Person: Jarad O'Gorek, 479-409-8022
- Buckley and Iliff Asphalt Improvements with Silva Construction
  - Contract Amount: $184,948. Contact Person: Jose Silva, 303-710-0543
- BNSF Denver Facility Improvements with Sunland Asphalt
  - Contract Amount: $103,034. Contact Person: Salvador Gonzalez, 303-550-6058
- Sonoma Resorts, Asphalt R&R, Asphalt Mill/Overlay with Rose Paving LLC
  - Contract Amount: $165,318. Contact Person: DJ Hubbel, 720-276-0535

Certifications:

- DBE, SBE, MBE, & EBE

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
Western Plains Construction, LLC
8134 Conifer Rd.
Denver, CO 80221

SURETY:
NGM Insurance Company
4601 Touchton Rd., Ste. 3400
Jacksonville, FL 32246

OWNER: Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

BOND AMOUNT: Five Percent (5%) of the Total Bid Amount

PROJECT: 2024-2, 2024 Town of Johnstown Asphalt Patching Project
Johnstown, CO

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORN

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

> "Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Tim Mitchell, William Greer** ————————————————

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars ($20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

> Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By: Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

NGM INSURANCE COMPANY FOUNDED 1923 FLORIDA

State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton

Notary Public State of Florida
Lisa K Penton
My Commission GG 926597
Expires 12/17/2023

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 8th day of May, 2024.

Nancy Giordano-Ramos, Vice President

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call **1-603-354-5281**.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437.

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 8th day of May, 2024

Western Plains Construction, LLC

(Seal)

By: _____

(Witness) Diego Villalobos

(Title) Jesus Gutierrez Miranda, Managing Member

NGM Insurance Company

William R. Greer

(Witness) William R. Greer

Tim Mitchell

(Seal) Tim Mitchell, Attorney-in-Fact

teamgantt
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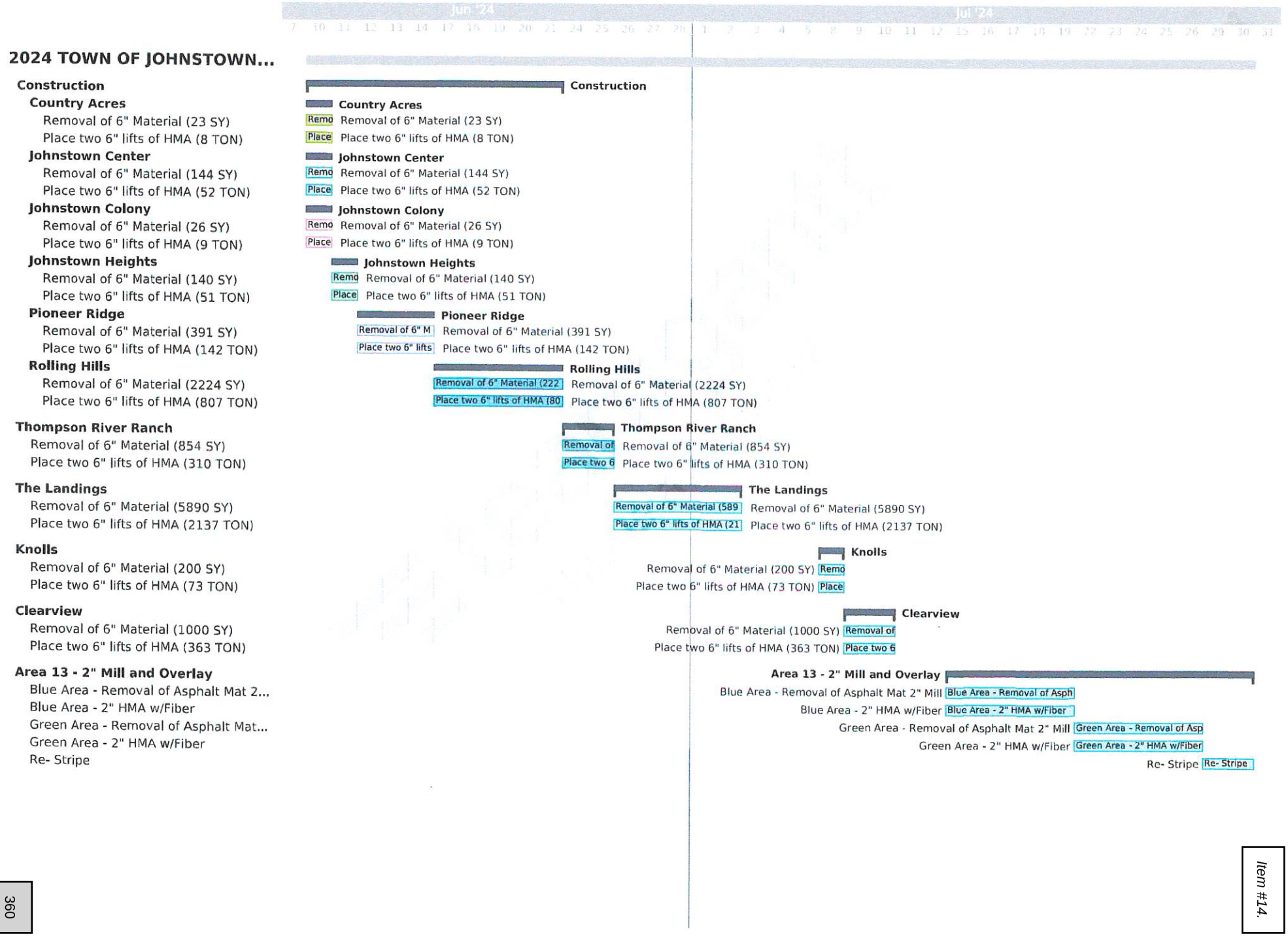

HAND PATCHING AREAS OF WORK

Bid Item 1 - Country Acres

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	23	$ 10.00	$ 230.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	8	$ 100.00	$ 800.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 1 - Total Bid	**$ 3,380.00**

Bid Item 2 - Johnstown Center

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	144	$ 10.00	$ 1,440.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	52	$ 100.00	$ 5,200.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 2 - Total Bid	**$ 8,990.00**

Bid Item 3 - Johnstown Colony

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	26	$ 10.00	$ 260.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	9	$ 100.00	$ 900.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 3 - Total Bid	**$ 3,510.00**

Bid Item 4 - Johnstown Heights

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	140	$ 10.00	$ 1,400.00

Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	51	$ 100.00	$ 5,100.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 4 - Total Bid	**$ 8,850.00**

Bid Item 5 - Pioneer Ridge

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	391	$ 10.00	$ 3,910.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	142	$ 100.00	$ 14,200.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 5 - Total Bid	**$ 20,460.00**

Bid Item 6 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	117	$ 10.00	$ 1,170.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	42	$ 100.00	$ 4,200.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 6 - Total Bid	**$ 7,720.00**

Bid Item 7 - Thompson River Ranch

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	854	$ 10.00	$ 8,540.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	310	$ 100.00	$ 31,000.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 7 - Total Bid	**$ 41,890.00**

6" R&R AREAS OF WORK

Bid Item 8 - Rolling Hills

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	2,107	$ 10.00	$ 21,070.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	765	$ 100.00	$ 76,500.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 8 - Total Bid	**$ 99,920.00**

Bid Item 9 - The Landings

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	5,890	$ 10.00	$ 58,900.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,137	$ 100.00	$ 213,700.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 9 - Total Bid	**$ 274,950.00**

Bid Item 10 - Knolls

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	200	$ 10.00	$ 2,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	73	$ 100.00	$ 7,300.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 10 - Total Bid	**$ 11,650.00**

Bid Item 11 - Clearview

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	1,000	$ 10.00	$ 10,000.00

Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	363	$ 100.00	$ 36,300.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item 11 - Total Bid	**$ 48,650.00**

Bid Item 12 - Subgrade Repair

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Remove unsuitable subgrade material. Place and compact Class 5 aggregate base course.	Ton	250	$ 40.00	$ 10,000.00

Bid Item 12 - Total Bid	**$ 10,000.00**

2" MILL AND OVERLAY AREAS OF WORK

Area 13 - 2" Mill and Overlay

Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber).
Green Area - Mill 2" and place

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Blue Area - Removal of Asphalt Mat (Planing) (2")	SY	6652	$ 1.30	$ 8,647.60
Blue Area - Emulsified Asphalt	GAL	185	$ 10.00	$ 1,850.00
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	833	$ 110.00	$ 91,630.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	7771	$ 1.30	$ 10,102.30
Green Area - Emulsified Asphalt	GAL	386	$ 10.00	$ 3,860.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	974	$ 110.00	$ 107,140.00
Re-stripe to match existing layout with Epoxy	LS	1	$ 15,000.00	$ 15,000.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	1	$ 2,500.00	$ 2,500.00
Green Area - Traffic Control	LS	1	$ 2,500.00	$ 2,500.00

Area 13 - Total Bid	**$ 244,829.90**

Base Bid Total	**$ 784,799.90**

ADD ALTERNATE BID ITEM

Add Alternate **- Bid Item A1 - Library Parking Lot Hand Patching and 2" Mill and**				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 8" of existing material	SY	505	$ 12.00	$ 6,060.00
Place 8" two (3) lifts of HMA (S)(75)(PG 64-22)	Ton	244	$ 115.00	$ 28,060.00
Mill existing asphalt 2" in depth	SY	2,805	$ 1.30	$ 3,646.50
Tack Coat	Gal	140	$ 10.00	$ 1,400.00
Place 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	339	$ 115.00	$ 38,985.00
Restripe to match existing layout	LS	1	$ 2,500.00	$ 2,500.00
Traffic Control	LS	1	$ 750.00	$ 750.00

Bid Item A1 - Total Bid	**$ 83,001.50**

Additional Scope of Work for Pavement Management Program

2024 Additional Scope of Work Identified for Concrete Repair Program

UNIT PRICE BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	PAY UNIT	2024 QTY.	2024 UNIT COST	2024 EXTENDED COST
202-02000	Grinding Concrete (Uneven Surfaces - One Inch or Less)	SF		$ 154.00	$ -
206-00000	Structural Flow Fill	CY		$ 148.24	$ -
210-04001	Adjust Inlet Grate	EA		$ 451.00	$ -
210-04002	Adjust Water Meter	EA		$ 335.90	$ -
210-04003	Adjust Water Valve	EA		$ 280.26	$ -
210-04004	Adjust Manhole	EA		$ 446.20	$ -
304-50000	Aggregate Base Course (Class 5 or 7)	TON		$ 48.12	$ -
403-07021	Asphalt Patching Along Concrete (6” thickness)	SF		$ 13.96	$ -
403-07022	Asphalt Patching Along Concrete (each add'l. 1” thickness)	SF		$ 1.99	$ -
412-00600	Concrete Pavement & Sidewalk (6” Thickness)	SF	142	$ 15.98	$ 2,269.16
412-00800	Concrete Pavement & Crosspan or Spandrel (8” Thickness)	SF	2,533	$ 20.60	$ 52,179.80
604-01000	Install Inlet Type 13 Combination (5 ft)	EA		$ 4,615.00	$ -
604-04006	Install Inlet Type R (5 ft)	EA		$ 5,426.00	$ -
606-01000	Barrier Wall (Versa-Lok) Repairs Square Foot Face - City Material	SF		$ 50.20	$ -
608-00011	Concrete ADA Curb Ramp	SF		$ 18.88	$ -
608-00012	East Jordan Duralast Detectable Warning Plates (or Equal)	SF	100	$ 55.92	$ 5,592.00
608-00016	Retrofit East Jordan Duralast Detectable Warning Plates (or Equal) to Existing Concrete ADA Curb Ramp	SF		$ 146.32	$ -
608-99999	Sidewalk Chase Section per LCUASS Detail 709. Payment per square foot of steel plate.	SF		$ 324.52	$ -
609-00000	Concrete Curb & Gutter (Vertical or Roll-Over) (LCUASS Drawing 701)	LF		$ 51.88	$ -
609-00001	Concrete Vertical Curb (6 in. x 12in.)	LF		$ 38.96	$ -
609-22020	Monolithic Drive-Over Curb, Gutter & 5' Wide Sidewalk (6" Thickness)	LF	401	$ 77.50	$ 31,077.50
609-22021	Monolithic Vertical Curb, Gutter & 4' Wide Sidewalk (6" Thickness)	LF		$ 92.00	$ -
626-00024	Mobilization – 24 hour response	EA		$ 449.00	$ -
626-00030	Mobilization – 3 day response	EA		$ 336.80	$ -
630-00000	Flagging	HR		$ 36.24	$ -
630-00007	Traffic Control Supervisor	HR		$ 84.32	$ -
630-00001	Arrow Board	DAY		$ 428.00	$ -
630-00003	Traffic Control (Typical Application 3)	DAY		$ 143.44	$ -
630-00006	Traffic Control (Typical Application 6)	DAY		$ 143.44	$ -
630-00008	Traffic Control (Typical Application 8)	DAY		$ 248.82	$ -
630-00010	Traffic Control (Typical Application 10)	DAY		$ 248.82	$ -
630-00011	Traffic Control (Typical Application 11)	DAY		$ 333.74	$ -
630-00033	Traffic Control (Typical Application 33)	DAY		$ 333.74	$ -
709-13000	Dowel Bars No. 4 (18" Length)	EA		$ 20.58	$ -
711-00601	Concrete Color Additive Davis Tile Red 1117 (3# per Sack) Added Cost Difference per Cubic Yard	CY		$ 120.00	$ -
711-00624	Concrete Pavement Hi-Early Additive (24 Hrs.) Added Cost Difference per Cubic Yard	CY		$ 124.00	$ -
901	Laborer	HR		$ 49.64	$ -
902	Foreman w/Pickup	HR		$ 104.90	$ -
1	Sidewalk on Telep	LS	1	$ 38,000.00	$ 38,000.00
				Total:	**$ 129,118.46**

2024 Additional Scope of Work Identified for Asphalt Patching & Overlay Program

6" R&R AREAS OF WORK

Bid Item 4 - Johnstown Heights				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	1	$ 1,600.00	$ 1,600.00
Remove 6" of existing material	SY	6,000	$ 10.00	$ 60,000.00
Place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	2,066	$ 100.00	$ 206,640.00
Traffic Control and door hangers	LS	1	$ 750.00	$ 750.00

Bid Item A 3 - Total Bid	**$ 268,990.00**

2" MILL AND OVERLAY AREAS OF WORK

Bid Item 13 - 25-34				
Blue Areas - Mill 2", place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).				
Item	**Unit of Measure**	**Estimated Bid Qty.**	**UNIT PRICE BID**	**EXTENDED VALUE**
Mobilization	LS	0	$ 1,600.00	$ -
Blue Area - Removal of Asphalt Mat (Planing) (2”)	SY	0	$ 1.30	$ -
Blue Area - Emulsified Asphalt	GAL	0	$ 10.00	$ -
Blue Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	0	$ 110.00	$ -
Green Area - Removal of Asphalt Mat (Planing) (2”)	SY	26787	$ 1.30	$ 34,823.10
Green Area - Emulsified Asphalt	GAL	1342	$ 10.00	$ 13,416.00
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	3078	$ 110.00	$ 338,614.10
Re-stripe to match existing layout with Epoxy	LS	1	$ 30,000.00	$ 30,000.00
Blue Area - Traffic Control (Larimer Pkwy. full night closure 9PM - 5AM)	LS	0	$ 2,500.00	$ -
Green Area - Traffic Control	LS	2	$ 2,500.00	$ 5,000.00

Area 13 - Total Bid	**$ 421,853.20**

Total Additional Work $ 690,843.20

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Aquatic Center Feasibility Study Report

ACTION PROPOSED: Review the Aquatic Center Feasibility Study

ATTACHMENTS: 1. Aquatic Center Feasibility Study Report
2. Aquatic Center Feasibility Study Presentation

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

The Town currently owns, or is in the process of acquiring, two properties: one located southeast of Town Hall, comprising of approximately 60 acres (Centennial Park), and the former Letford Elementary School site, comprising of approximately 5.5 acres. Initially, the Town planned to master plan both properties. However, a group of residents requested that the Council consider using one of the properties for an aquatics center. In response, the Town issued an Request For Proposal (RFP) for an Aquatics Center Feasibility Study. A feasibility study is a detailed analysis that examines all critical aspects of a proposed project in order to determine its practicality and to identify potential issues or problems that might arise.

The Town received four responses to the RFP and ultimately awarded the project to OLC Architecture, Interiors & Aquatics on March 20, 2023. Additionally, the Town engaged a group of dedicated volunteers to serve as an advisory committee, which met regularly to provide input and feedback for the study.

The study encompassed various aspects, including a market analysis, gathering public input, evaluating both properties, developing a program reflecting public and committee input, concept design, and an operational analysis. The study, conducted over a 14 month period, yielded significant conclusions outlined in the final report. The report is included with this

communication, and representatives from OLC will present the findings to Council. Some of the primary findings include the following:

- Johnstown and the surrounding secondary service area is underserved in outdoor acquatic facilities when compared to the National Recreation and Parks Association (NRPA) recommendation of 2,000 to 3,500 square foot of water for every 25,000 people in a service area.
- There were a number of options considered as amenities to support diverse needs in the community.
- Both the Letford Elementary School site and the Centennial site would support a facility, both from a size and access standpoint.
- The Centennial site was recommended for the project as it scored the highest in the site criteria matrix. The preferred location on the field site is the north end due to its proximity to other amenities in Town, existing utilities, easy access, and potential for expansion.
- The presented concept plan covers approximately 8 acres of land, has a bather capacity of 600 and includes the potential for expansion if needed.
- The concept plan for the study includes the following primary components:
    - Bath house - cashier, locker areas, bathrooms, and lifeguard offices
    - Splash pad
    - Activity pool - zero depth entry area, quiet zone, multi-use sports pool with deeper water, lazy river, vortex, and 2-flume slide tower
    - Lap/Exercise pool – lap pool and diving board
    - Spa
    - Picnic pavilion/shade structure
    - Cabanas, umbrellas and shade sails
    - Deck showers and deck lockers
    - Food truck space
    - Parking lot with 150 parking spaces
    - Multi-purpose building – concessions, classroom, and storage space
- The cost opinion for the project is preliminary, based on past experience and totals $29,541,538.
- The aquatics facility will require an annual operational subsidy. Based on the current design, the subsidy is expected to average approximately $213K per year over the first 5 years of operation.
- The most favorable funding method for an aquatics facility is a sales tax increase. Should Council want to pursue a sales tax increase, the Town must adhere to state law regarding TABOR ballot issues which can only be voted on during a regular municipal election, or at a November election. The next coordinated election is in November of this year. If Council wants to pursue this option, the first reading of the ballot question would need to

be August 5 and the second reading on August 19. The preliminary cost estimate to present the question to voters is expected to be between $28,000 and $56,000.

- The Town does not currently offer recreation programs so additional staffing or a partnership with a recreation entity will be necessary. As a town operated facility, the staffing needs are projected to include 2 full-time positions and part-time positions totaling 1,145 hours, with 732 of those hours being lifeguard hours.

It is important to note, the report does not provide recommendations for or against an outdoor aquatics facility, because this responsibility and decision is a function of the Town Council. With the feasibility study now complete, Staff is seeking direction from the Council on how to proceed. Some options to consider include:

1. Moving the project forward by directing staff to:
    - Formalize an advisory committee.
    - Begin a funding evaluation and/or prepare ballot language for a sales tax increase ballot measure.
    - Begin a partnership evaluation.
    - Continue community engagement.
    - Begin full design services.
2. Scheduling a work session to further discuss the topic.
3. Opting to not pursue the project at this time.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

The study report presented reflects anticipated financial impacts.

RECOMMENDED ACTION: Provide direction to Staff on how to proceed with the aquatics center project.

Reviewed and Approved for Presentation,

Town Manager

Johnstown
Colorado

AQUATICS CENTERS FEASIBILITY STUDY

May 24, 2024

OLC
Architecture | Interiors | Aquatics

Table of Contents

1 - EXECUTIVE SUMMARY 3
2 - MARKET ANALYSIS 4
3 – PUBLIC INPUT AND SURVEY 51
4 – SITE SELECTION 62
5 – CONCEPT DESIGN 66
6 – PROGRAM AREA SUMMARY AND COST OPINION 70
7 – OPERATIONS ANALYSIS 72
8 – OPERATION DETAIL 75
9 – NEXT STEPS 82

1 - EXECUTIVE SUMMARY

In April of 2023, the team of Ballard King & Associates, Councilman Hunsaker, and Ohlson Lavoie Corporation (OLC), was hired to conduct a master plan to study an outdoor aquatic center for the Town of Johnstown, Colorado. The scope of work was to conduct an initial Market Analysis/ Needs Assessment, which comprised development of a service area, gathering stake holder/ public input, conducting a market analysis, and administering an online survey. Following the determination of need and approval to move forward with the balance of the study, the second phase of work included analysis of 2 potential sites, and development of a program in response to both the stake holder input received and the Market Analysis that was conducted by the Consulting Team. Finally, the third phase of work comprised of taking the program that had been developed, crafting a design response that satisfied the needs of the Service Area, providing an opinion of probable costs associated with construction of the complex, and providing an Operational Analysis which demonstrates how the facility is likely to perform financially in the future. The following study was accomplished and several key conclusions have been made:

1. The populations of both the primary and secondary service areas are currently underserved in the area of outdoor aquatic facilities when compared to NRPA recommendations.*
2. According to the survey, the most favorable method to fund a capital aquatics project and ongoing operations would be a sales tax.
3. Several planning options with varying sizes of aquatics amenities, support elements, and parking arose during the study which respond to diverse needs in the community.
4. The Aquatics Center will likely require an ongoing operational subsidy.
5. Both sites that were analyzed in the study would support a facility from a size and access standpoint. Durning the Design Phase, site zoning diagrams for both locations were developed to demonstrate this fact.
6. The site that scored the highest on the Site Criteria Matrix, termed the "Field Site", was determined to be best suited for implementation of the study. An additional advantage of the chosen site is the great potential for future expansion.
7. A plan was developed that could be logically added on to as the need for additional amenities unfolds over time.
8. It was determined that 8 acres of the North End of the Field Site would be the best location to study the design options because of its ability to expand, ease of access, proximity to existing recreational amenities, and presumed proximity to existing utilities.

The following pages summarize these findings in greater detail, beginning with a comprehensive Market Analysis and Needs Assessment for the Aquatic Center. This information is then followed by the analysis of potential Sites, Survey Results, Recommended Program Elements, Concept Design, anticipated Costs for the preferred Concept, and finally the Operations Proforma.

The National Recreation and Parks Association's (NRPA) recoomendation of outdoor community aquatics is 2,000 sf to 3,500 sf of water for every 25,000 people in a given service area. See* ***Population Table on Page 10**.*

2 - MARKET ANALYSIS

A. Executive Summary

Ballard*King & Associates (B*K) has contracted by OLC to complete a market assessment and operational plan for an outdoor aquatic center in Johnstown, CO. B*K is a recreation consulting and facility planning firm based out of Denver, CO. They specialize in feasibility studies, master plans, operational assessments, and provide some short-term management solutions and in the parks and recreation industry.

The intent of the market assessment is to assist in recommending a facility program for the design being developed by OLC and Counsilman-Hunsaker. Upon confirmation of the program, an operational study is developed to understand potential:

- Operational Hours
- Staffing Levels (full-time and part-time)
- Commodities
- Contractual Obligations
- Revenues
    - Memberships/Admissions
    - Programs
    - Rentals and Other

That information then informs the Town of the subsidy needed for the annual operation of the facility. It is important to note that B*K is a third-party, independent group. They are not affiliated with a firm that may receive a financial benefit from the project moving into construction.

The following document is based on the best information available at the time of the study, along with the input from a planning committee, stakeholders and Town staff.

Service Areas

As part of the study, B*K spent time on-site in Johnstown and conducted a market assessment. An outdoor aquatic center typically operates in a traditional Memorial Day to Labor Day configuration. B*K examined several service areas, that include:

- The Town of Johnstown. This was identified as the Primary Service Area and residents will likely by hyper-users of the facility.
- 15-Minute Drive Time. This was identified as the Secondary Service Area, or a distance from which individuals will travel less frequently to use programs, services, and facilities.

Key Indicators

B*K accesses demographic information from Environmental Systems Research Institute (ESRI) who utilizes 2020 Census data and their demographers for 2022-

2027 projections. In addition to demographics, ESRI also provides data on housings, recreation, and entertainment spending and adult participation in activities.

Median Age: for purposes of a feasibility study, the preference is for median age to be lower than the national number, indicating the presence of families with young children. The median age is lower than both the State and National figure. In both services areas identified in the study there are at least 37.5% of household with children present. This is positive information as swimming is heavily participated in by youth. However, much like exercise walking and exercising with equipment, swimming is an activity that all age categories can participate in.

B*K would identify the median age as a positive attribute regarding the potential success of the proposed aquatic center.

Median Income: one of the goals of this feasibility study is for the pool to be as operationally efficient as possible. Both service areas have a significantly higher median household income than the State and National number.

B*K would identify the median household income as a strong indicator for revenue generation within the facility.

Other important demographic notes:

- The total population in the Primary Service Area (20,000+ based on 2027 projections) is enough to support the proposed facility as many communities throughout the country operate outdoor pools. The total population of the Secondary Service Area (60,000+ based on 2027 projections) is more than enough to support the proposed outdoor facility. In addition, the population is growing at a steady pace and anticipated to continue.
- Within the Primary Service Area, 26.2% of the population is under age 18, and 27.0% of the population is age 55+.
- The Market Potential Index (MPI) for adults that participate in swimming is higher than the national number, and accounts for 17.6% of the adult population.

Participation Statistics

B*K uses information produced by the National Sporting Goods Association (NSGA) to overlay onto the demographic profile to determine potential participation in various activities.

- When one accounts for age distribution, median household income, region of the country, and the national participation percentage there is approximately 17.9% of the population in the Primary Service Area that participate in swimming or visit the pool.
- When that percentage is applied to the population of the Primary Service Area, aged 7 and up, it equals 2,813 individuals that participate in swimming in 2022.
- Taking that information one step further and using frequency tables produced by the NSGA, B*K can determine that the 2,813 individuals that swim, would

account for approximately 117,989 pool visits during a calendar year. Those visits are not specific to one facility.

- Another important statistic to consider when looking at pool visits is the fact that 10% of people participating in swimming are looking for an organized activity, while 90% are in search of unorganized use. This further emphasizes the need for the leisure components within an outdoor pool.
- In most cases facilities hope to capture between 5-10% of the market within the identified primary service area.

Aquatic Trends

Leisure pools continue to be a very popular trend as they serve many uses. The warmer and shallow water is less intimidating as a traditional lap pool. They can accommodate multiple programs simultaneously, and typically offer something for the full age spectrum over the course of a day.

The traditional pool uses of competitive swimming and diving are still important and significant users of pools. However, these users enjoy swimming outdoor, they are typically looking for consistent use indoors.

Operations

All the information gathered to this point is used to develop an operational plan for the proposed facility. It is important to note again, that B*K is an operational and planning firm. As such we provide third party, independent analysis regarding operations, and have no financial gain associated with the facility being built and/or operated.

B*K takes a conservative approach when developing operational plans for proposed facilities. As such the rate structure and penetration rates are not aggressive for the market. While the pool is new to the market and have enticing features not currently offered, there is a public perception of what it costs for entry and use.

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$860,287	$868,889	$894,956	$921,805	$949,459
Revenue	$632,340	$663,957	$697,155	$711,098	$725,320
	($227,947)	($204,932)	($197,801)	($210,707)	($224,139)
Percentage w/ Capital	73.5%	76.4%	77.9%	77.1%	76.4%
Capital (cumulative)	$50,000	$100,000	$150,000	$200,000	$250,000

There are ways to close the operational gap, but if one looks at a national average, most stand-alone aquatic facilities have a 50-75% cost recovery range for operational expenses only.

B. Market Assessment

Ballard*King & Associates (B*K) has been contracted by OLC to complete a market assessment for Johnstown, Colorado for an outdoor aquatic center. The first step to complete this scope of work is to determine service areas for analysis and recreation/leisure activities.

The following is a summary of the demographic characteristics within areas identified as the Primary and Secondary Service Areas. The Primary Service Area encompasses the Town of Johnstown, CO. The Secondary Service Area is an approximate 15-minute drive time to the proposed site.

B*K accesses demographic information from Environmental Systems Research Institute (ESRI) who utilizes 2020 Census data and their demographers for 2022-2027 projections. In addition to demographics, ESRI also provides data on housing, recreation, and entertainment spending and adult participation in activities. B*K also uses information produced by the National Sporting Goods Association (NSGA) to overlay onto the demographic profile to determine potential participation in various activities.

Service Areas:

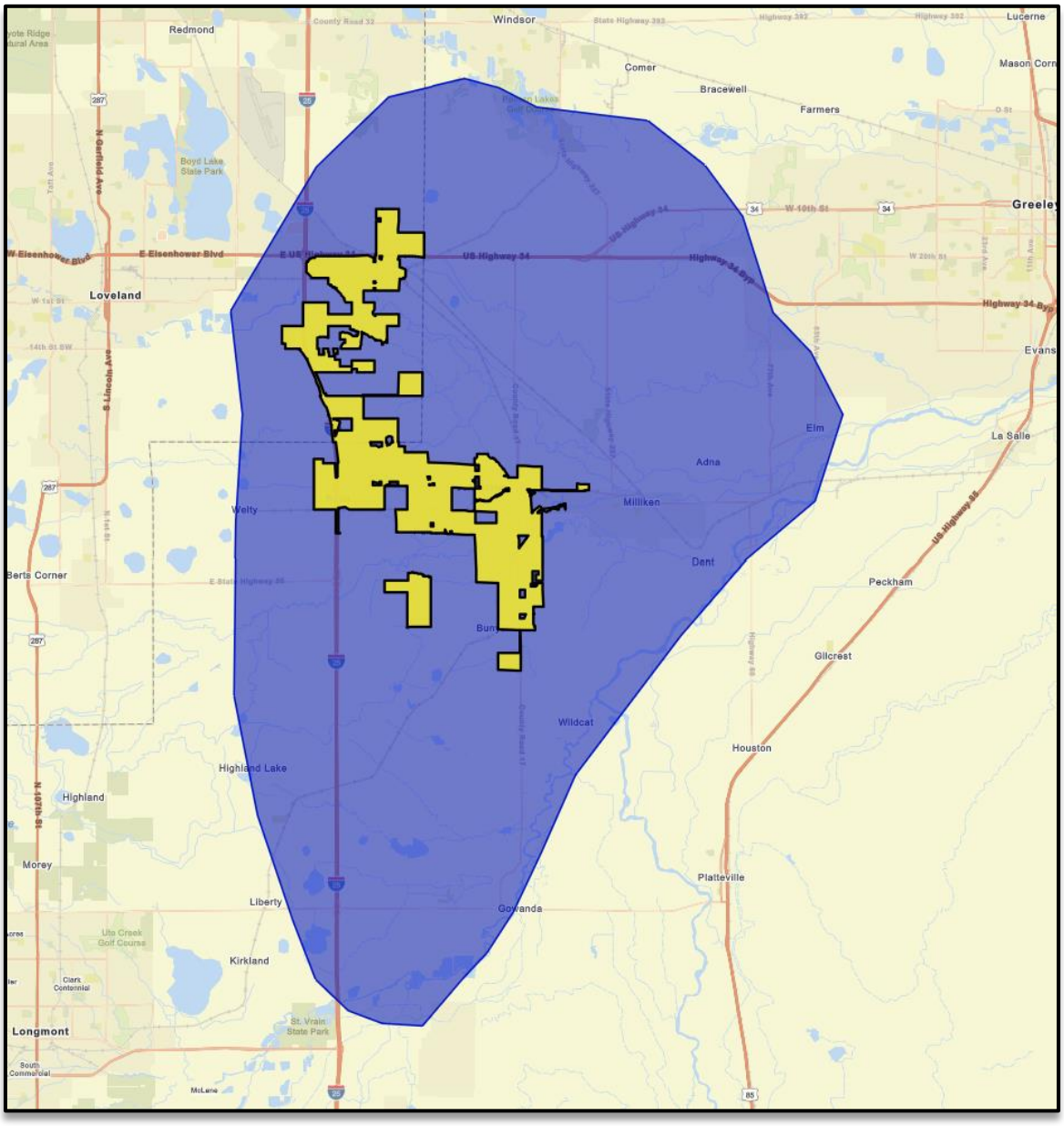
The information provided includes the basic demographics and data for the Primary and Secondary Service Area with comparison data for the State of Colorado and the United States.

Primary Service Areas are defined as the distance people will travel on a regular basis (a minimum of once a week) to utilize recreation facilities. Use by individuals outside of this area will be much more limited and will focus more on special activities or events.

Service areas can flex or contract based upon a facility's proximity to major thoroughfares. Other factors impacting the use as it relates to driving distance are the presence of alternative service providers in the service area. Alternative service providers can influence participation, membership, daily admissions and the associated penetration rates for programs and services.

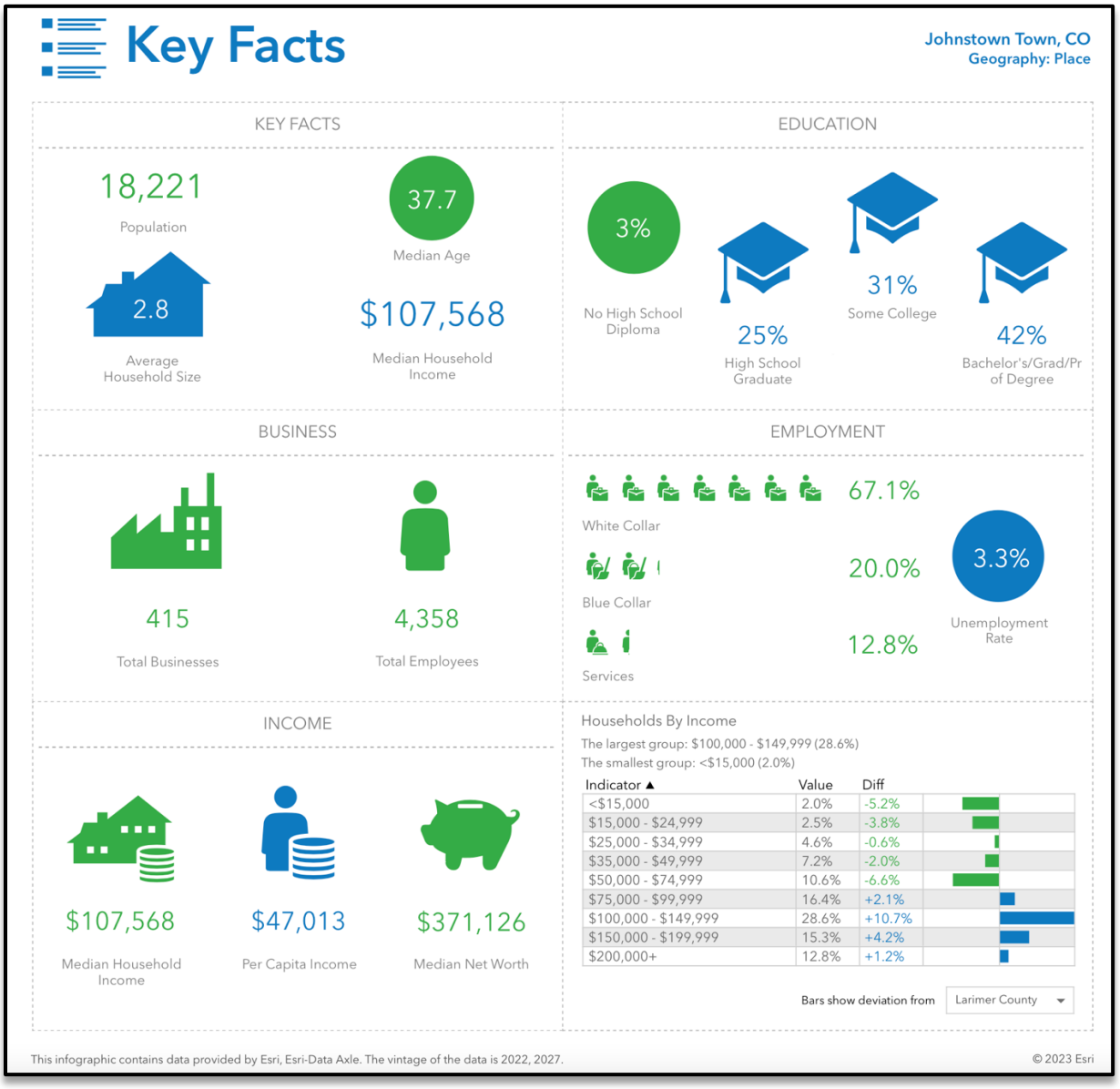
Service areas can vary in size with the types of components in the facility.

Service Area Maps



- Yellow Boundary – Primary Service Area (Johnstown)
- Blue Boundary – Secondary Service Area (15-minute drive time)

Infographic



- Households by Income comparison uses the Primary Service Area and compares it to Larimer County.

Demographic Summary

	Primary Service Area	Secondary Service Area
Population:		
2020 Census	17,303[1]	48,021[2]
2022 Estimate	18,221	54,732
2027 Estimate	20,380	60,305
Households:		
2020 Census	6,185	16,760
2022 Estimate	6,573	19,178
2027 Estimate	7,310	21,107
Families:		
2020 Census	4,491	12,613
2022 Estimate	5,186	15,191
2027 Estimate	5,756	17,581
Average Household Size:		
2020 Census	2.80	2.86
2022 Estimate	2.77	2.85
2027 Estimate	2.79	2.85
Ethnicity (2022 Estimate):		
Hispanic	16.5%	17.9%
White	81.2%	80.3%
Black	0.7%	0.7%
American Indian	0.9%	0.8%
Asian	1.6%	1.4%
Pacific Islander	0.1%	0.1%
Other	5.2%	5.8%
Multiple	10.4%	11.0%
Median Age:		
2020 Census	34.6	34.8
2022 Estimate	37.7	37.1
2027 Estimate	37.6	36.8
Median Income:		
2022 Estimate	$107,568	$106,991
2027 Estimate	$118,576	$118,007

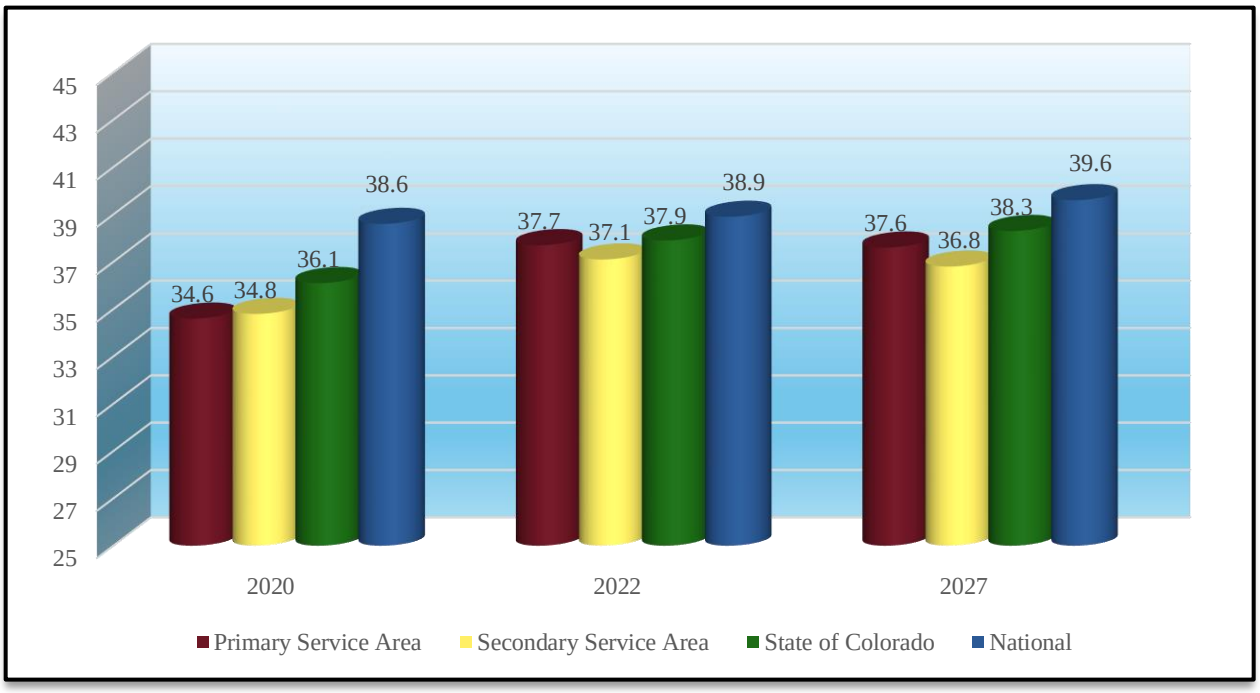
[1] From the 2010-2020 Census, the Primary Service Area experienced a 5.18% increase in population.
[2] From the 2010-2020 Census, the Secondary Service Area experienced a 5.88% increase in population.

Age and Income: The median age and household income levels are compared with the national number as both of these factors are secondary determiners of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

Table A – Median Age:

	2020 Census	2022 Projection	2027 Projection
Primary Service Area	34.6	37.7	37.6
Secondary Service Area	34.8	37.1	36.8
State of Colorado	36.1	37.9	38.3
Nationally	38.6	38.9	39.6

Chart A – Median Age:



The median age in the Primary Service Area is marginally lower than the State of Colorado and the National number. A lower median age typically points to the presence of families with children. Parks and recreation activities, programs and events draw a large demographic but tend to be most popular with youth and their parents. Grandparents are becoming an increasing part of the household though, as they care for and are involved with their grandchildren.

The following chart provides the number of households and percentage of households in the Primary and Secondary Service Area with children.

Table B – Households w/ Children

	Number of Households w/ Children	Percentage of Households w/ Children
Primary Service Area	2,329	37.5%
Secondary Service Area	6,504	39.3%
State of Colorado	--	29.9%

The information contained in Table-B helps further outline the presence of families with children. As a point of comparison in the 2020 Census, 30.7% of households nationally had children present.

Map B – Median Age by Census Tracts

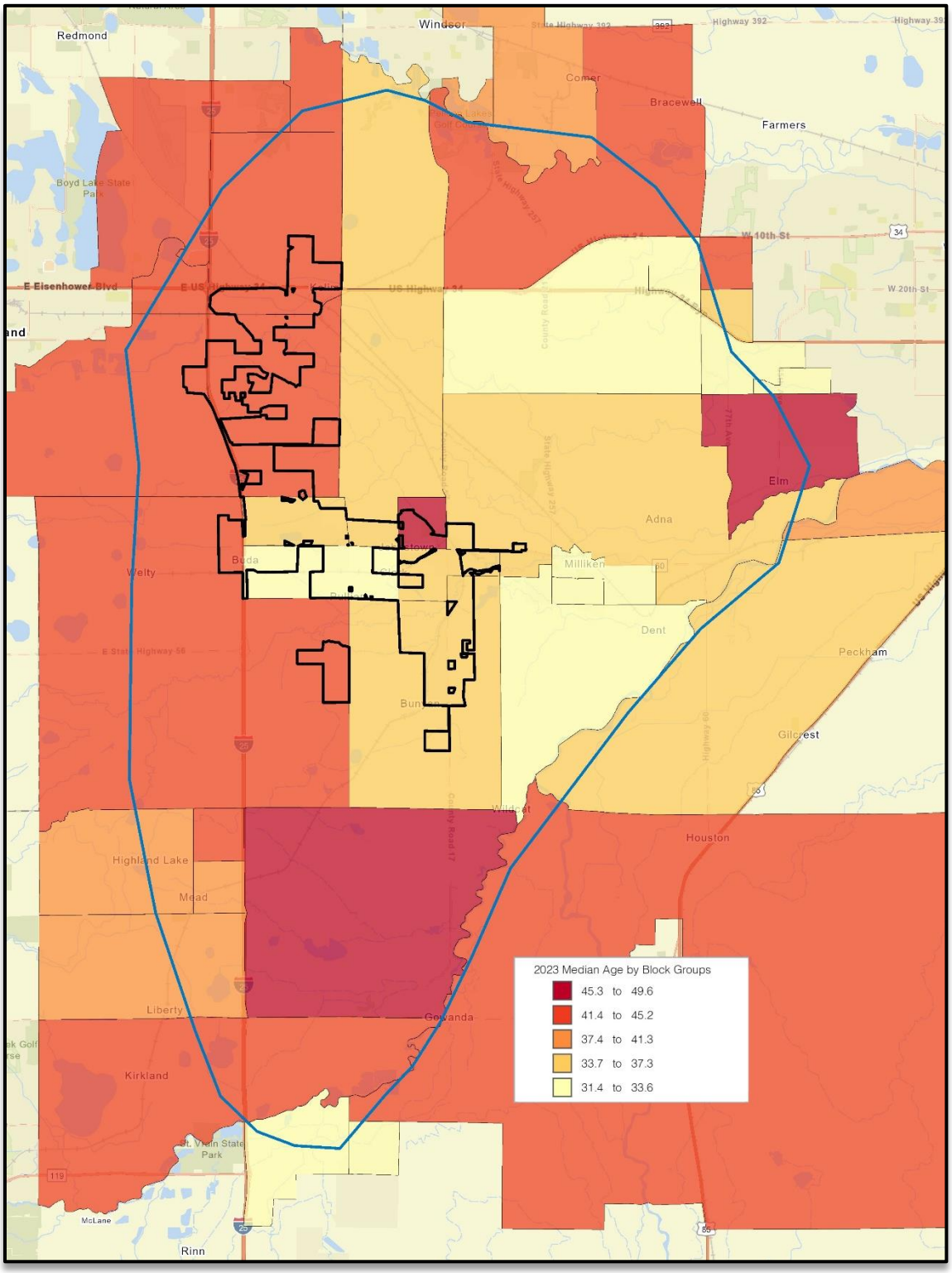
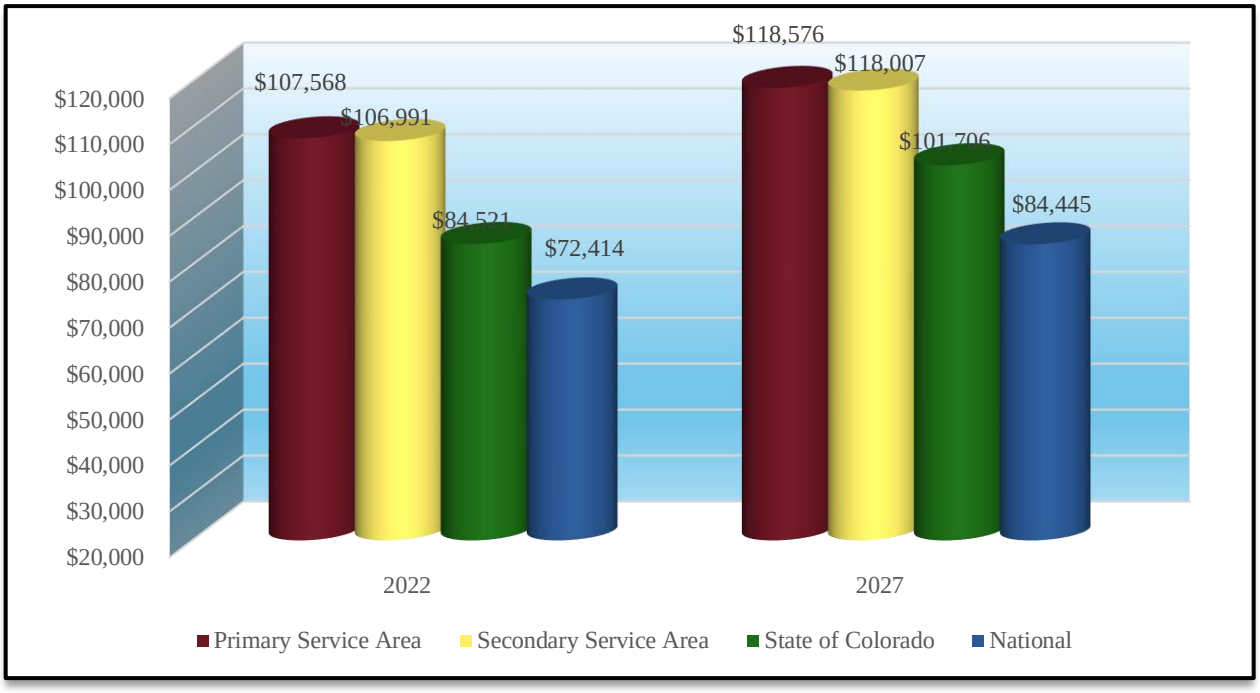


Table C – Median Household Income:

	2022 Projection	2027 Projection
Primary Service Area	$107,568	$118,576
Secondary Service Area	$106,991	$118,007
State of Colorado	$84,521	$101,706
Nationally	$72,414	$84,445

Chart B – Median Household Income:



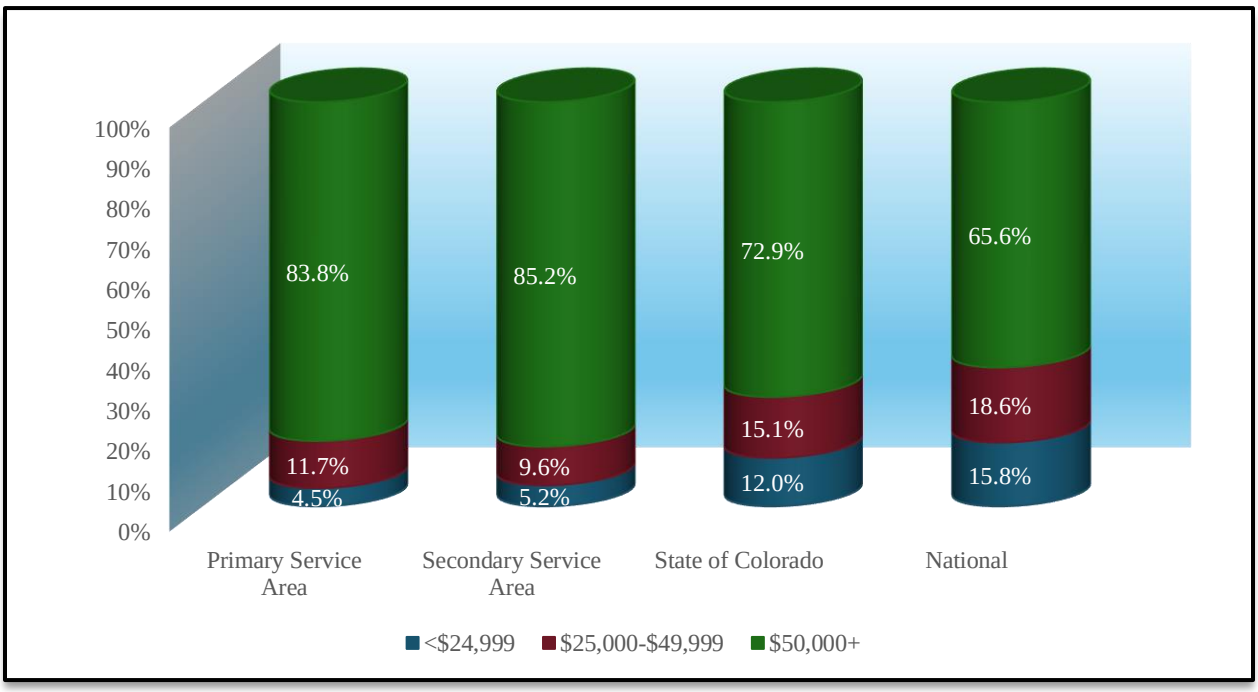
Based on 2022 projections for median household income the following narrative describes the service areas:

In the Primary Service Area, the percentage of households with median income over $50,000 per year is 83.8% compared to 61.6% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 4.5% compared to a level of 18.0% nationally.

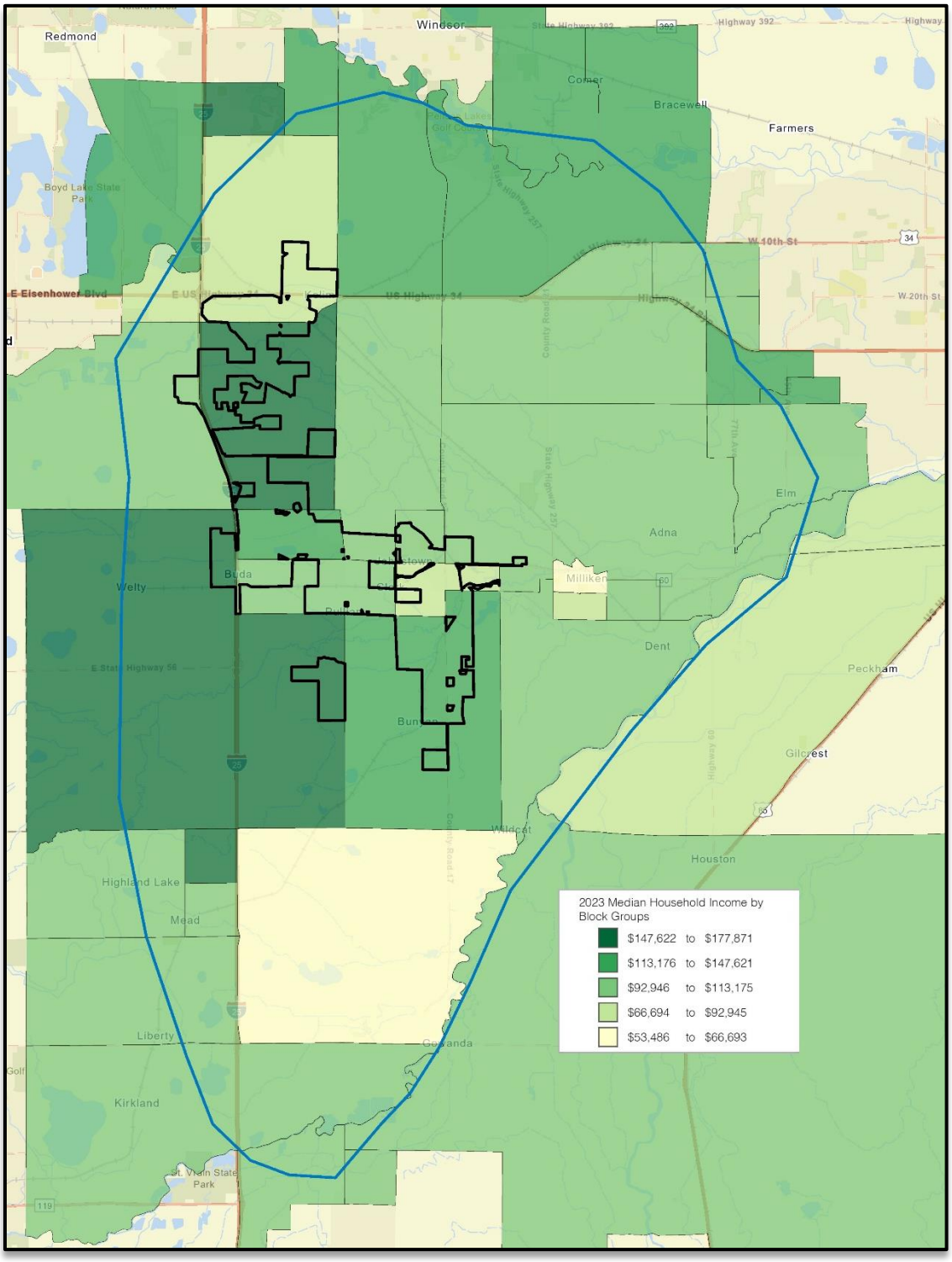
In the Secondary Service Area, the percentage of households with median income over $50,000 per year is 85.2% compared to 61.6% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 5.2% compared to a level of 18.0% nationally.

While there is no perfect indicator of use of an aquatic facility, the percentage of households with more than $50,000 median income is a key indicator. Therefore, those numbers are significant and balanced with the overall cost of living.

Chart C – Median Household Income Distribution



Map C – Household Income by Census Tracts



In addition to taking a look at the Median Age and Median Income, it is important to examine Household Budget Expenditures. In particular, reviewing housing information; shelter, utilities, fuel and public services along with entertainment & recreation can provide a snapshot into the cost of living and spending patterns in the services areas. The table below looks at that information and compares the service areas.

Table D – Household Budget Expenditures[3]:

Primary Service Area	SPI	Average Amount Spent	Percent
Housing	125	$35,786.85	31.3%
Shelter	125	$28,697.97	25.1%
Utilities, Fuel, Public Service	125	$7,088.87	6.2%
Entertainment & Recreation	128	$4,702.94	4.1%

Secondary Service Area	SPI	Average Amount Spent	Percent
Housing	127	$36,392.53	31.6%
Shelter	128	$29,393.52	25.5%
Utilities, Fuel, Public Service	124	$6,999.01	6.1%
Entertainment & Recreation	128	$4,689.27	4.1%

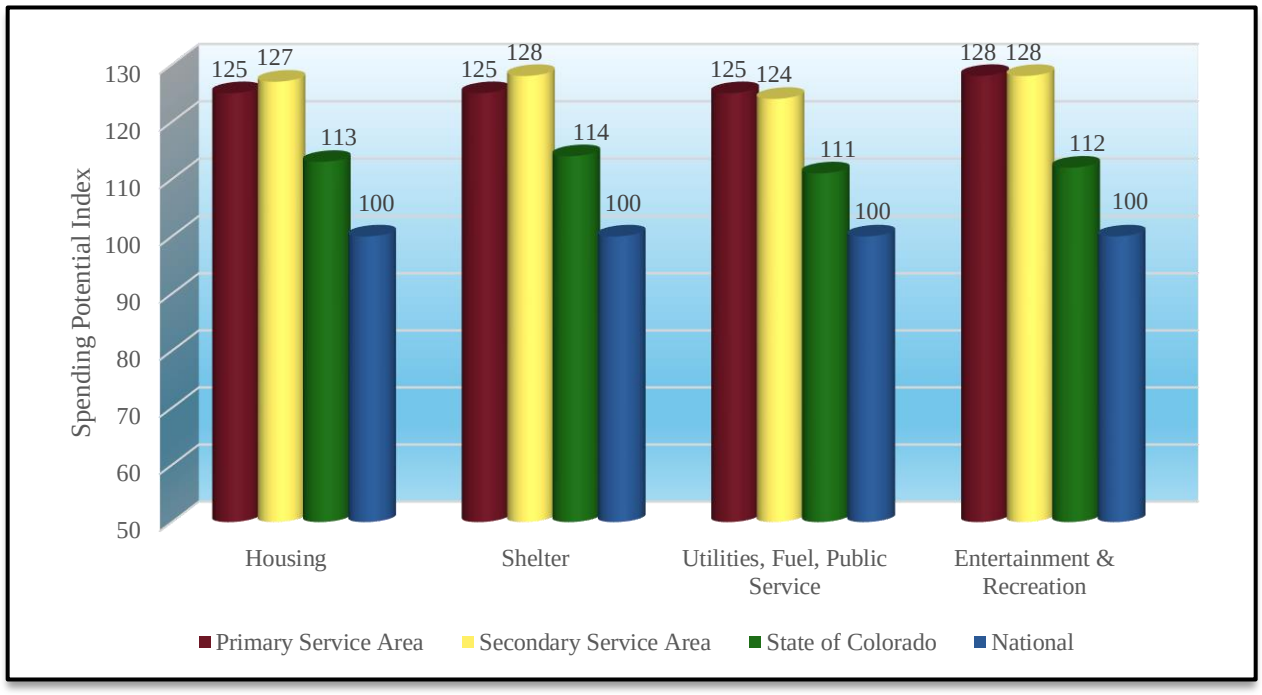
State of Colorado	SPI	Average Amount Spent	Percent
Housing	113	$32,316.90	31.9%
Shelter	114	$26,016.47	25.7%
Utilities, Fuel, Public Service	111	$6,300.43	6.2%
Entertainment & Recreation	112	$4,113.53	4.1%

SPI: Spending Potential Index as compared to the National number of 100.
Average Amount Spent: The average amount spent per household.
Percent: Percent of the total 100% of household expenditures.

Note: *Shelter along with Utilities, Fuel, Public Service are a portion of the Housing percentage.*

[3] Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2022 and 2027.

Chart D – Household Budget Expenditures Spending Potential Index:



The consistency between the median household income and the household budget expenditures is important. It also points to the fact that compared to a National level the dollars available, the money being spent in the Primary Service Area is significantly higher. This could point to the ability to pay for programs and services offered at a recreation facility of any variety.

The total number of housing units in the Primary Service Area is 6,434 and 96.1% are occupied, or 6,185 housing units. The total vacancy rate for the service area is 0%. As a comparison, the vacancy rate nationally was 11.6%. Of the available units:

- For Rent 0.4%
- Rented, not Occupied 0.0%
- For Sale 0.0%
- Sold, not Occupied 0.0%
- For Seasonal Use 0.0%
- Other Vacant 0.0%

The total number of housing units in the Secondary Service Area is 18,074 and 92.7% are occupied, or 16,760 housing units. The total vacancy rate for the service area is 2%. As a comparison, the vacancy rate nationally was 11.6%. Of the available units:

- For Rent 1.1%
- Rented, not Occupied 0.0%
- For Sale 0.0%
- Sold, not Occupied 0.1%
- For Seasonal Use 0.1%
- Other Vacant 0.3%

Recreation Expenditures Spending Potential Index: Finally, through the demographic provider that B*K utilizes for the market analysis portion of the report, we can examine the overall propensity for households to spend dollars on recreation activities. The following comparisons are possible.

Table E – Recreation Expenditures Spending Potential Index[4]:

Primary Service Area	SPI	Average Spent
Fees for Participant Sports	141	$184.61
Fees for Recreational Lessons	138	$220.75
Social, Recreation, Club Membership	131	$369.87
Exercise Equipment/Game Tables	142	$88.86
Other Sports Equipment	140	$11.30

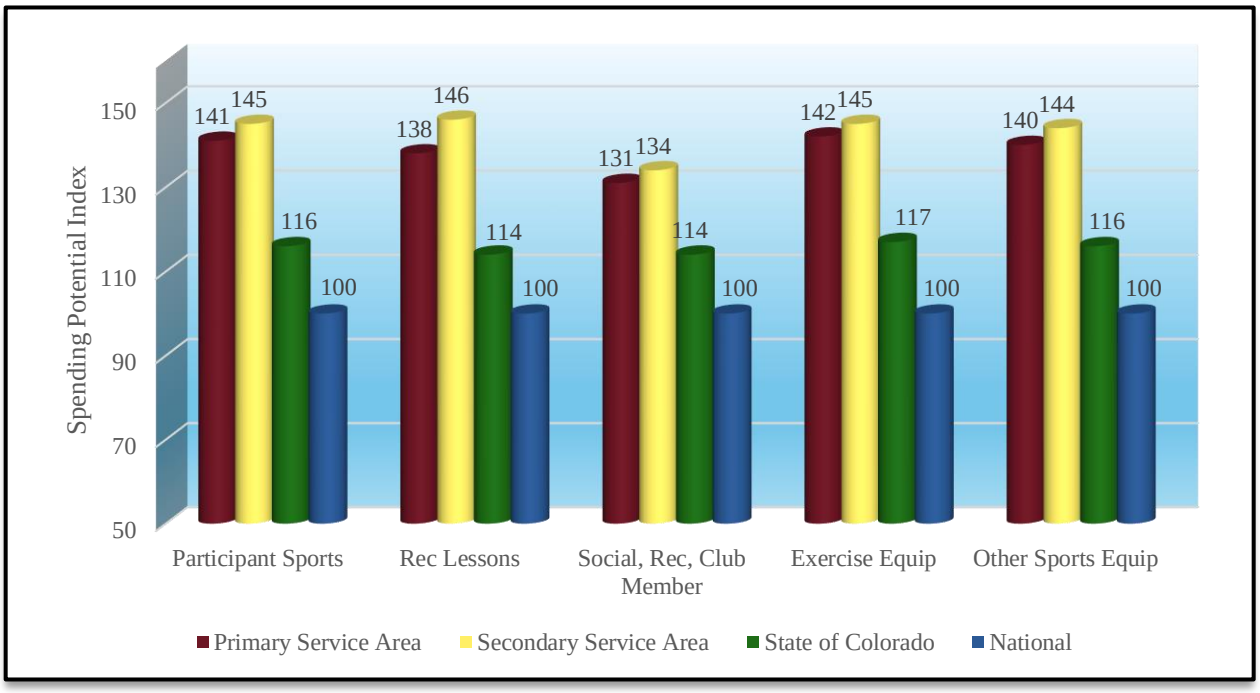
Secondary Service Area	SPI	Average Spent
Fees for Participant Sports	145	$190.20
Fees for Recreational Lessons	146	$233.77
Social, Recreation, Club Membership	134	$378.75
Exercise Equipment/Game Tables	145	$91.01
Other Sports Equipment	144	$11.64

State of Colorado	SPI	Average Spent
Fees for Participant Sports	116	$151.59
Fees for Recreational Lessons	114	$181.96
Social, Recreation, Club Membership	114	$322.49
Exercise Equipment/Game Tables	117	$73.39
Other Sports Equipment	116	$9.35

Average Amount Spent: The average amount spent for the service or item in a year.
SPI: Spending potential index as compared to the national number of 100.

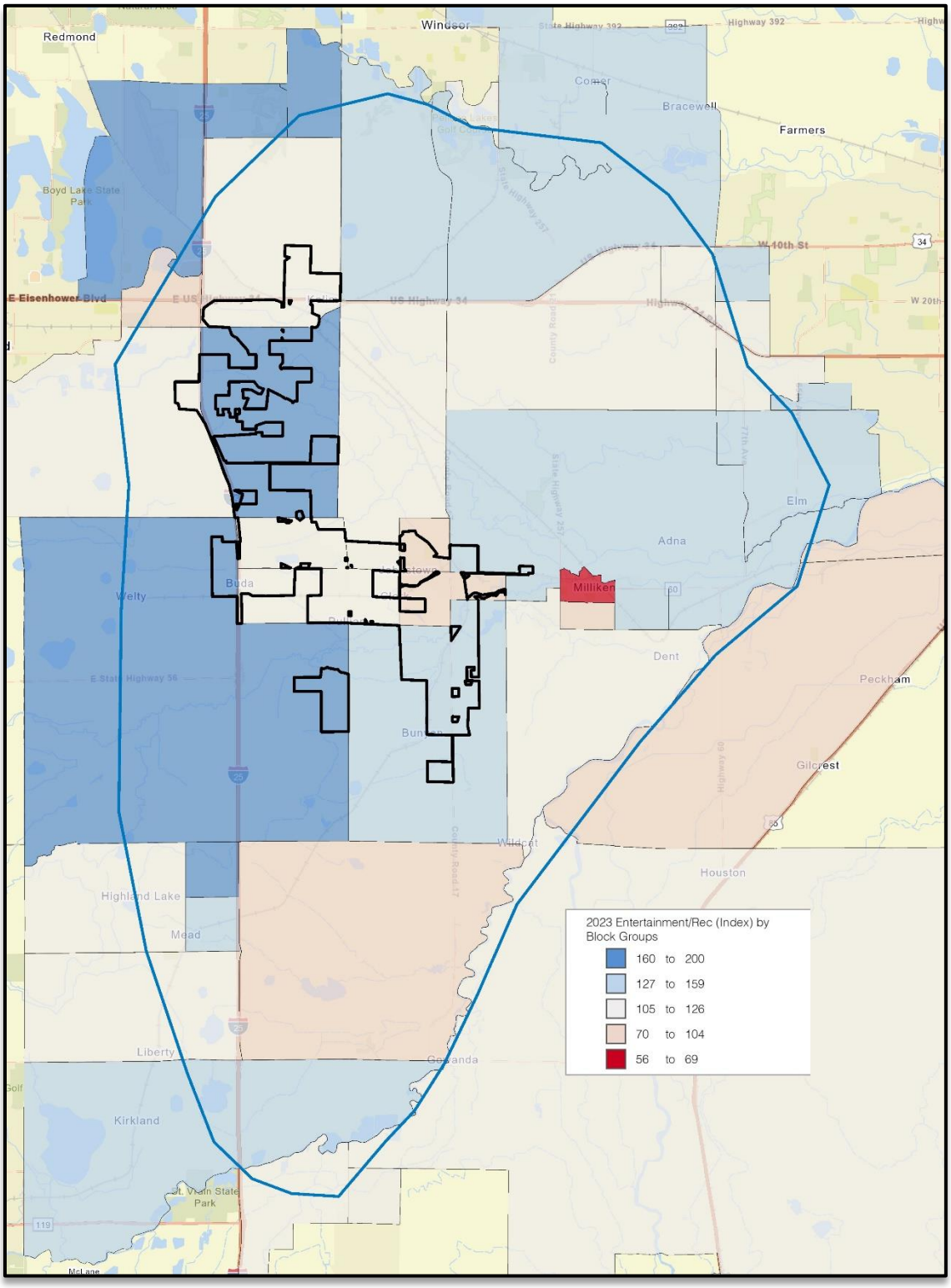
[4] Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics.

Chart E – Recreation Spending Potential Index:



Again, there is a great deal of consistency between median household income, household budget expenditures and now recreation and spending potential.

Map D – Recreation Spending Potential Index by Census Tract



Population Distribution by Age: Utilizing census information for the Primary and Secondary Service Areas, the following comparisons are possible.

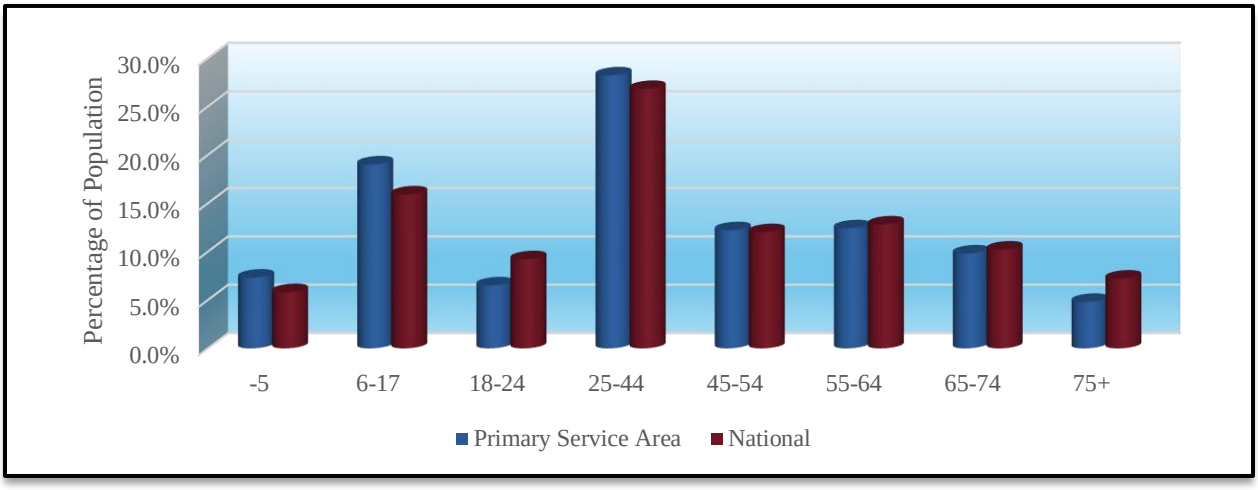
Table F – 2022 Primary Service Area Age Distribution

(ESRI estimates)

Ages	Population	% of Total	Nat. Population	Difference
0-5	1,321	7.3%	5.8%	+1.5%
5-17	3,452	19.0%	15.9%	+3.1%
18-24	1,182	6.5%	9.2%	-2.7%
25-44	5,137	28.2%	26.8%	+1.4%
45-54	2,216	12.2%	12.0%	+0.2%
55-64	2,253	12.4%	12.8%	-0.4%
65-74	1,790	9.8%	10.2%	-0.4%
75+	870	4.8%	7.2%	-2.4%

Population: 2022 census estimates in the different age groups in the Primary Service Area.
% of Total: Percentage of the Primary Service Area population in the age group.
National Population: Percentage of the national population in the age group.
Difference: Percentage difference between the Primary Service Area population and the national population.

Chart F – 2022 Primary Service Area Age Group Distribution



The demographic makeup of the Primary Service Area, when compared to the characteristics of the national population, indicates that there are some differences with a smaller population in the age groups 18-24, 55-64, 65-74 and 75+. The greatest positive variance is in the 5-17 age group with +3.1%, while the greatest negative variance is in the 18-24 age group with -2.7%.

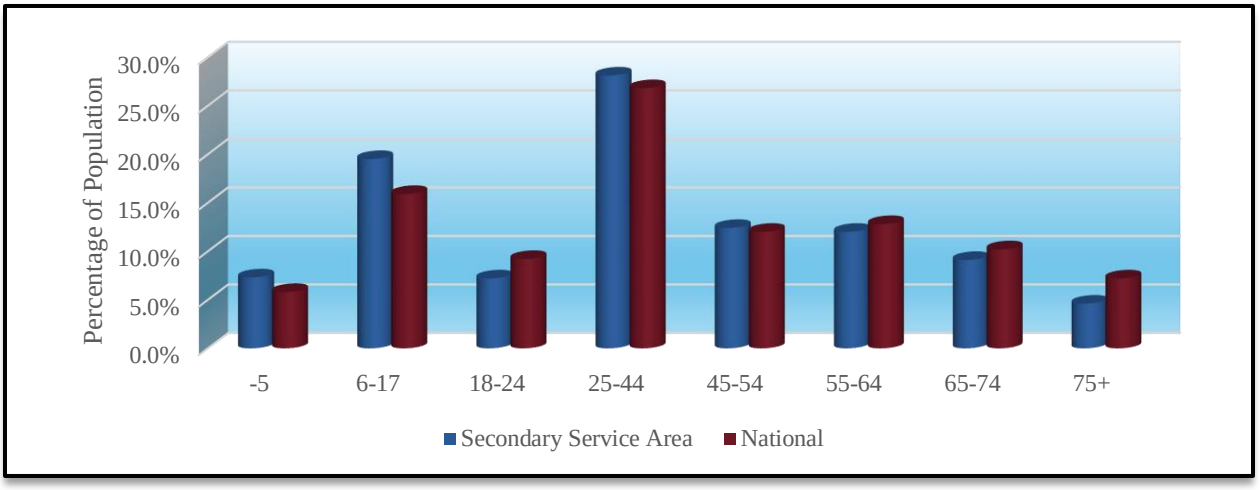
Table G – 2022 Secondary Service Area Age Distribution

(ESRI estimates)

Ages	Population	% of Total	Nat. Population	Difference
0-5	4,009	7.3%	5.8%	+1.5%
5-17	10,665	19.5%	15.9%	+3.6%
18-24	3,911	7.2%	9.2%	-2.1%
25-44	15,369	28.1%	26.8%	+1.3%
45-54	6,765	12.4%	12.0%	+0.4%
55-64	6,546	12.0%	12.8%	-0.8%
65-74	4,967	9.1%	10.2%	-1.1%
75+	2,499	4.6%	7.2%	-2.6%

Population: 2022 census estimates in the different age groups in the Secondary Service Area.
% of Total: Percentage of the Secondary Service Area population in the age group.
National Population: Percentage of the national population in the age group.
Difference: Percentage difference between the Secondary Service Area population and the national population.

Chart G – 2022 Secondary Service Area Age Group Distribution



The demographic makeup of the Secondary Service Area, when compared to the characteristics of the national population, indicates that there are some differences with a larger population in the Under 5, 5-17, 25-44, and 45-54 age groups. A smaller population in the 18-24, 55-64 and 65-74 age groups. The greatest positive variance is in the 5-17 age group with +3.6%, while the greatest negative variance is in the 75+ age group with -2.6%.

Population Distribution Comparison by Age: Utilizing census information from the Primary and Secondary Service Area, the following comparisons are possible.

Table H – 2022 Primary Service Area Population Estimates

(U.S. Census Information and ESRI)

Ages	2020 Census	2022 Projection	2027 Projection	Percent Change	Percent Change Nat'l
-5	1,584	1,321	1,508	-4.8%	-8.3%
5-17	3,722	3,452	3,877	+4.2%	-8.5%
18-24	976	1,182	1,275	+30.6%	-8.9%
25-44	5,396	5,137	5,762	+6.8%	+3.3%
45-54	2,218	2,216	2,465	+11.1%	-17.8%
55-64	1,844	2,253	2,247	+21.9%	+2.5%
65-74	1,112	1,790	2,063	+85.5%	+58.2%
75+	466	870	1,186	+154.5%	+46.3%

Chart H – Primary Service Area Population Growth

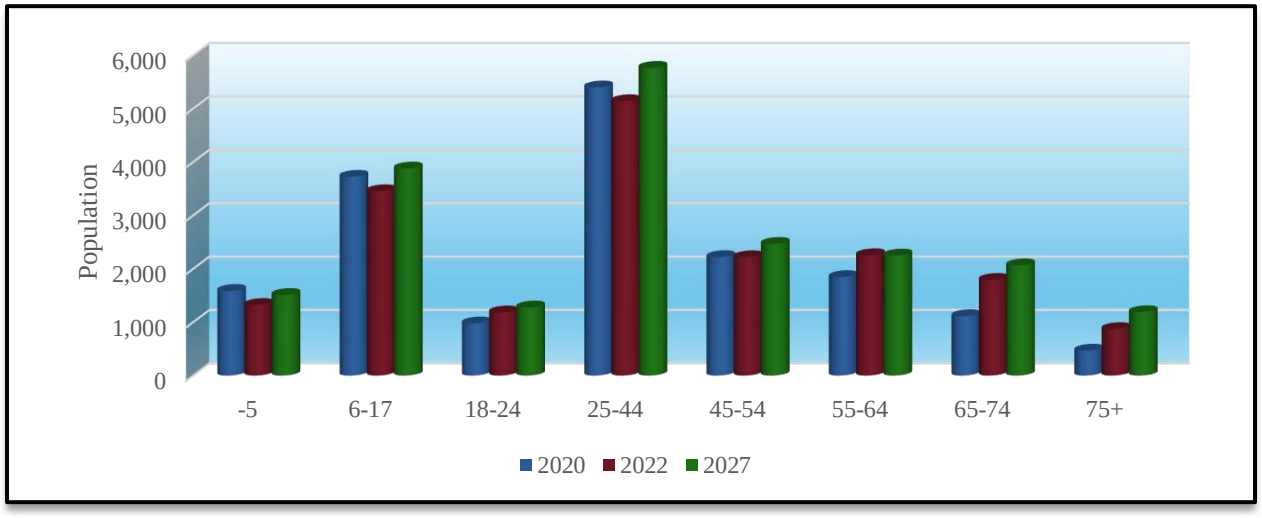


Table-H illustrates the growth or decline in age group numbers from the 2020 census until the year 2027. It is projected that all age categories except under 5 will see an increase in population. The population of the United States as a whole is aging, and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.

Table I – 2022 Secondary Service Area Population Estimates

(U.S. Census Information and ESRI)

Ages	2020 Census	2022 Projection	2027 Projection	Percent Change	Percent Change Nat'l
-5	4,121	4,009	4,510	+9.4%	-8.3%
5-17	10,364	10,665	11,654	+12.4%	-8.5%
18-24	2,868	3,911	4,111	+43.3%	-8.9%
25-44	14,224	15,369	17,288	+21.5%	+3.3%
45-54	6,800	6,765	7,312	+7.5%	-17.8%
55-64	5,455	6,546	6,335	+16.1%	+2.5%
65-74	2,843	4,967	5,679	+99.8%	+58.2%
75+	1,359	2,499	3,422	+151.8%	+46.3%

Chart I – Secondary Service Area Population Growth

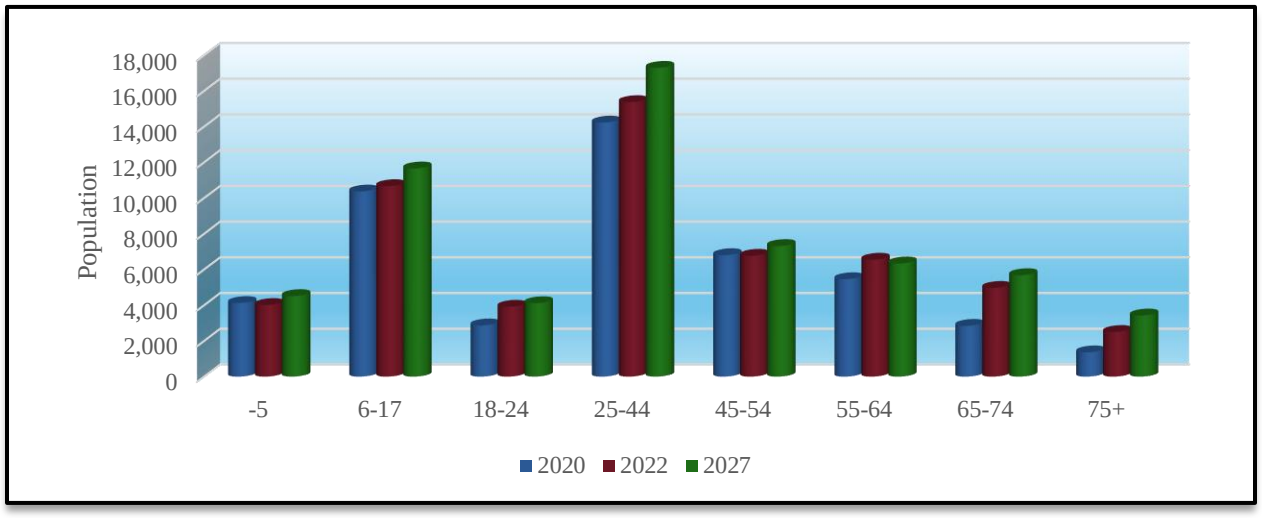


Table-I illustrates the growth or decline in age group numbers from the 2020 census until the year 2027. It is projected that all age categories will see an increase in population. The population of the United States as a whole is aging, and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers.

Below is listed the distribution of the population by race and ethnicity for the Primary and Secondary Service Area for 2022 population projections. Those numbers were developed from 2020 Census Data.

Table J – Primary Service Area Ethnic Population and Median Age 2022

(Source – U.S. Census Bureau and ESRI)

Ethnicity	Total Population	Median Age	% of Population	% of CO Population
Hispanic	2,999	27.3	16.5%	22.0%

Table K – Primary Service Area by Race and Median Age 2022

(Source – U.S. Census Bureau and ESRI**)**

Race	Total Population	Median Age	% of Population	% of CO Population
White	14,790	39.9	81.2%	70.2%
Black	126	32.5	0.7%	4.1%
American Indian	162	41.0	0.9%	1.3%
Asian	282	36.2	1.6%	3.5%
Pacific Islander	12	20.0	0.1%	0.2%
Other	950	30.2	5.2%	8.1%
Multiple	1,899	19.4	10.4%	12.6%

2022 Primary Service Area Total Population: 18,221 Residents

Chart J – 2022 Primary Service Area Population by Non-White Race

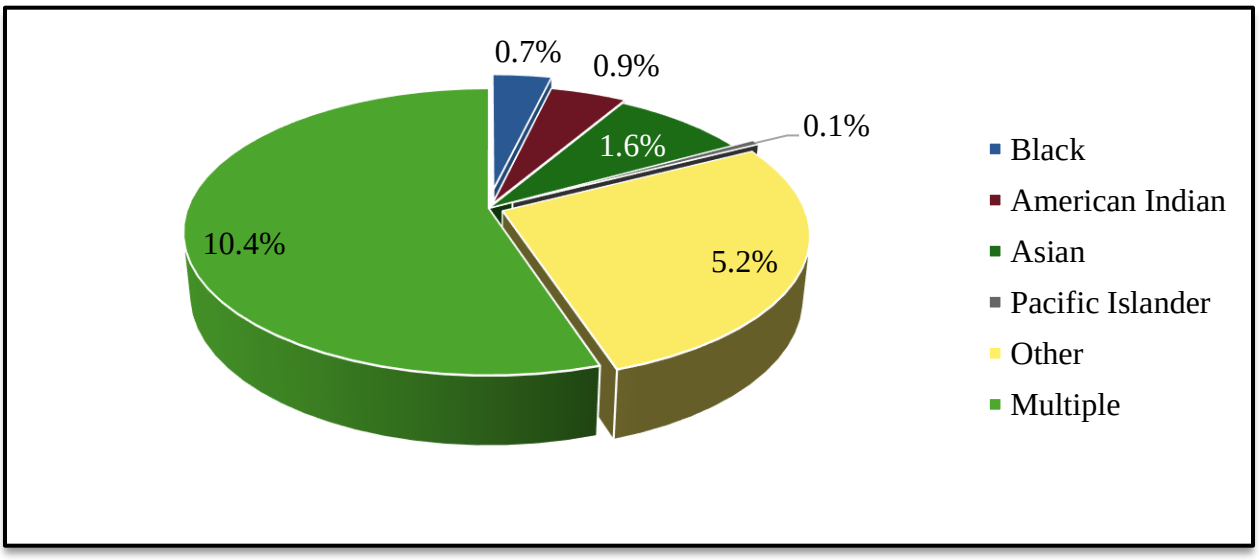


Table L – Secondary Service Area Ethnic Population and Median Age 2022

(Source – U.S. Census Bureau and ESRI)

Ethnicity	Total Population	Median Age	% of Population	% of CO Population
Hispanic	9,785	26.1	17.9%	22.0%

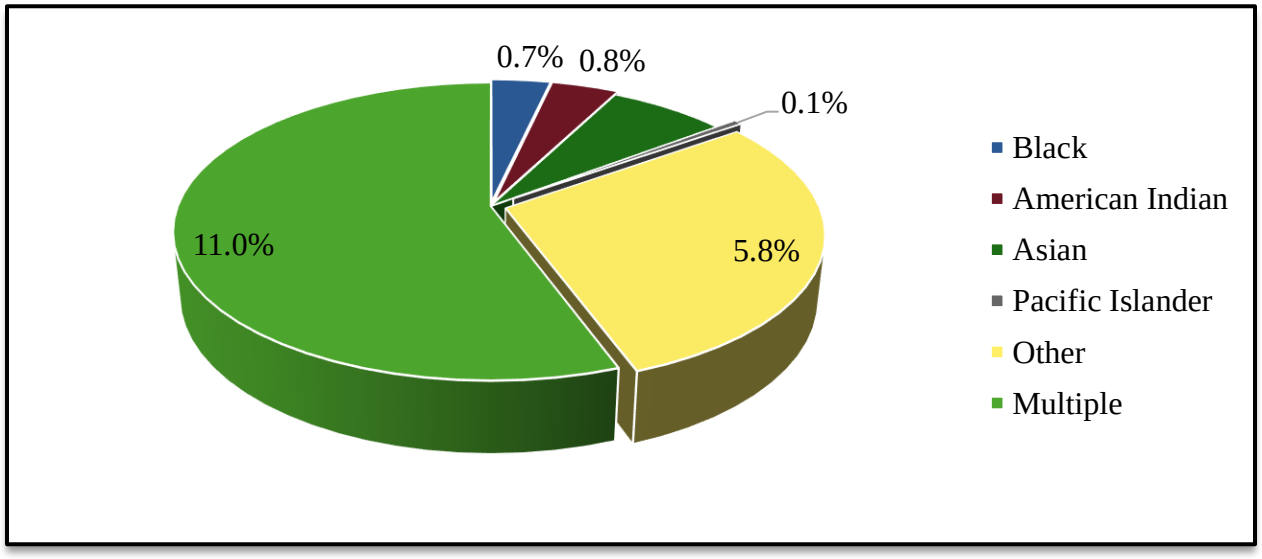
Table M – Secondary Service Area by Race and Median Age 2022

(Source – U.S. Census Bureau and ESRI)

Race	Total Population	Median Age	% of Population	% of CO Population
White	43,937	39.7	80.3%	70.2%
Black	376	29.6	0.7%	4.1%
American Indian	441	38.7	0.8%	1.3%
Asian	754	36.2	1.4%	3.5%
Pacific Islander	37	29.2	0.1%	0.2%
Other	3,160	28.5	5.8%	8.1%
Multiple	6,028	19.6	11.0%	12.6%

2022 Secondary Service Area Total Population: 54,732 Residents

Chart K – 2022 Secondary Service Area Population by Non-White Race



C. Tapestry Segmentation

Tapestry segmentation represents the 4th generation of market segmentation systems that began 30 years ago. The 65-segment Tapestry Segmentation system classifies U.S. neighborhoods based on their socioeconomic and demographic compositions. While the demographic landscape of the U.S. has changed significantly since the 2000 Census, the tapestry segmentation has remained stable as neighborhoods have evolved.

There is value including this information for Johnstown, CO. The data assists the organization in understanding the consumers/constituents in their service area and supply them with the right products and services.

The Tapestry segmentation system classifies U.S. neighborhoods into 65 unique market segments. Neighborhoods are sorted by more than 60 attributes including; income, employment, home value, housing types, education, household composition, age and other key determinates of consumer behavior.

The following pages and tables outline the top 5 tapestry segments in each of the service areas and provide a brief description of each. This information combined with the key indicators and demographic analysis of each service area help further describe the markets that the Primary and Secondary Service Area looks to serve with programs, services, and special events.

For comparison purposes the following are the top 10 Tapestry segments, along with percentage in the United States:

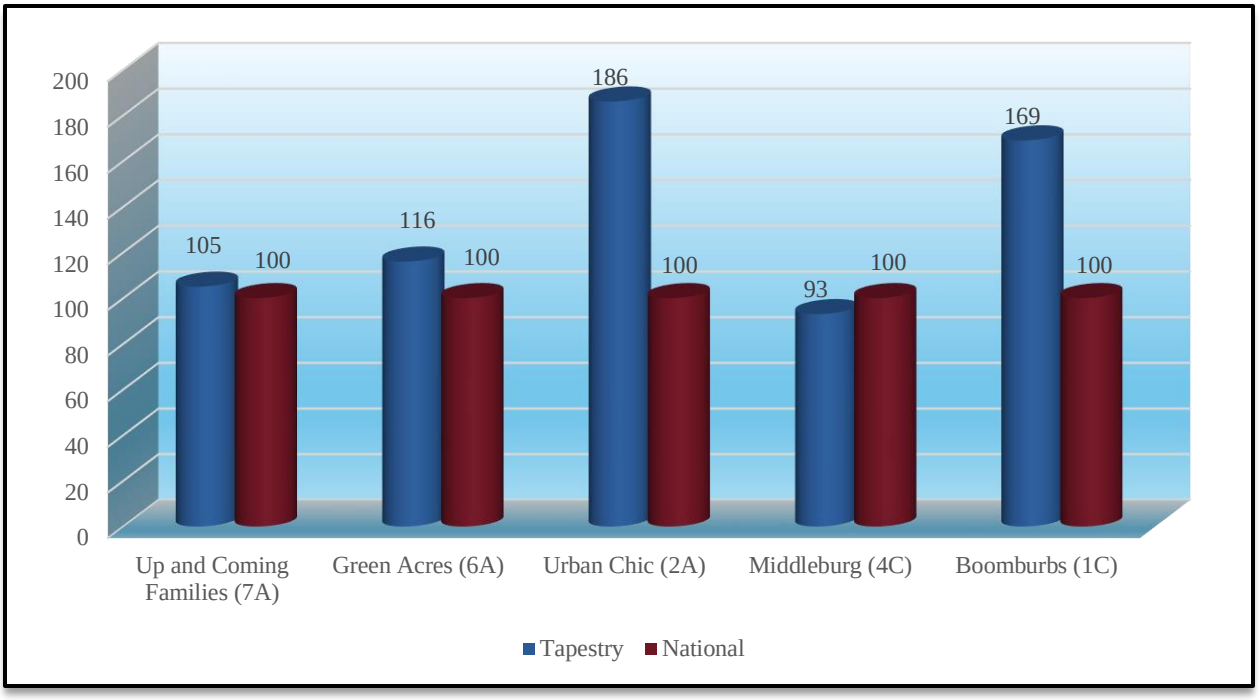
1. Green Acres (6A)	3.2%
2. Southern Satellites (10A)	3.1%
3. Savvy Suburbanites (1D)	3.0%
4. Workday Drive (4A)	2.9%
5. Middleburg (4C)	2.9%
	15.1%
6. Salt of the Earth (6B)	2.9%
7. Up and Coming Families (7A)	2.5%
8. Midlife Constants (5E)	2.5%
9. Comfortable Empty Nesters (5A)	2.4%
10. Old and Newcomers (8F)	2.3%
	12.6%

Table N – Primary Service Area Tapestry Segment Comparison

(ESRI estimates)

	Primary Service Area		*Demographics*	
	Percent	**Cumulative Percent**	**Median Age**	**Median HH Income**
Up and Coming Families (7A)	30.9%	30.9%	31.4	$72,000
Green Acres (6A)	20.5%	51.4%	43.9	$76,800
Urban Chic (2A)	14.9%	66.3%	43.3	$109,400
Middleburg (4C)	12.2%	78.5%	36.1	$59,800
Boomburbs (1C)	11.0%	89.5%	34.0	$113,400

Chart L – Primary Service Area Tapestry Segment Entertainment Spending:



Up and Coming Families (7A) – A young, diverse and mobile market. Hardworking families trying to get ahead, they seek technology. Careful shoppers fill spare time with family activities.

Green Acres (6A) – Lifestyle that features self-reliance. Enjoy maintaining home/yard, being outside and playing sports. Most households no longer have children. Conservative and cautious.

Urban Chic (2A) – Professionals living an exclusive lifestyle. Environmentally aware and like to live "green." Embrace city life with museums, arts, culture and sports.

Middleburg (4C) – This group is conservative and family-oriented. A younger market that is growing. Prefers to buy American for a good price. Participate in sports and outdoor activities.

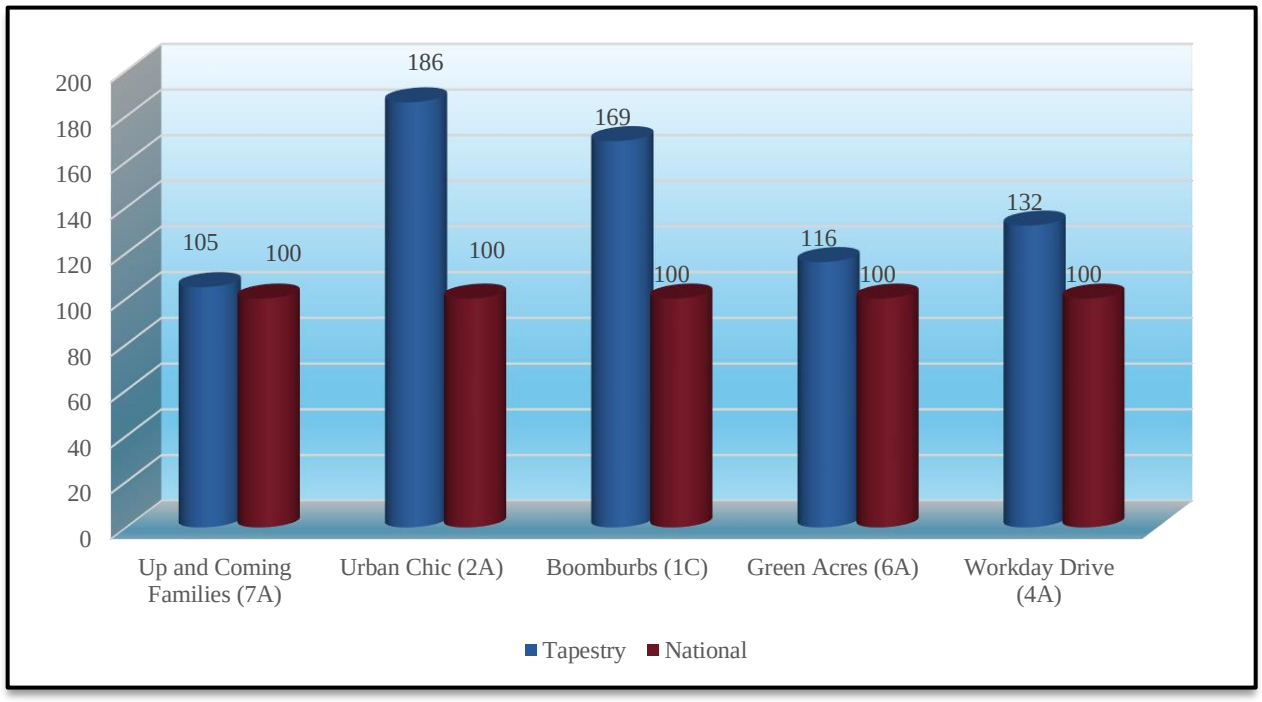
Boomburbs (1C) – A new growth market with many young professionals with families. Fitness is a priority, including club memberships. Enjoy all sports and generous supporters of the arts.

Table O – Secondary Service Area Tapestry Segment Comparison

(ESRI estimates)

	Secondary Service Area		*Demographics*	
	Percent	**Cumulative Percent**	**Median Age**	**Median HH Income**
Up and Coming Families (7A)	32.0%	32.0%	31.4	$72,000
Urban Chic (2A)	21.3%	53.3%	43.3	$109,400
Boomburbs (1C)	14.1%	67.4%	34.0	$113,400
Green Acres (6A)	11.3%	78.7%	43.9	$76,800
Workday Drive (4A)	5.3%	84.0%	37.0	$90,500

Chart M – Secondary Service Area Tapestry Segment Entertainment Spending:



Up and Coming Families (7A) – A young, diverse and mobile market. Hardworking families trying to get ahead, they seek technology. Careful shoppers fill spare time with family activities.

Urban Chic (2A) – Professionals living an exclusive lifestyle. Environmentally aware and like to live "green." Embrace city life with museums, arts, culture and sports.

Boomburbs (1C) – A new growth market with many young professionals with families. Fitness is a priority, including club memberships. Enjoy all sports and generous supporters of the arts.
Green Acres (6A) – Lifestyle that features self-reliance. Enjoy maintaining home/yard, being outside and playing sports. Most households no longer have children. Conservative and cautious.

Workday Drive (4A) – An affluent family-oriented segment. They have a hectic life chasing children. Outdoor activities and sports are a way of life.

Market Potential Index for Adult Participation: In addition to examining the participation numbers for various outdoor activities through the National Sporting Goods Association, the 2020 Survey and the Spending Potential Index for Entertainment & Recreation, B*K can access information about Sports & Leisure Market Potential. The following information illustrates annual participation rates for adults in outdoor activities.

Table P – Market Potential Index (MPI) for Participation in Activities in Primary Service Area

Adults participated in:	Expected Number of Adults	Percent of Population	MPI
Aerobics	1,259	9.4%	112
Baseball	389	2.9%	99
Basketball	977	7.3%	108
Exercise Walking	4,599	34.2%	110
Running/Jogging	1,786	13.3%	119
Pilates	422	3.1%	100
Softball	239	1.8%	94
Swimming	2,361	17.6%	112
Volleyball	407	3.0%	115
Yoga	1,529	11.4%	110
Zumba	479	3.6%	109

Expected # of Adults: Number of adults, 18 years of age and older, participating in the activity in the Service Area.
Percent of Population: Percent of the service area that participates in the activity.
MPI: Market potential index as compared to the national number of 100.

This table indicates that the overall propensity for adults to participate in activities is greater than the national number of 100. In many cases, when a participation number is lower than the National number, this is due to a lack of facilities or an inability to pay for services and programs.

Table Q – Market Potential Index (MPI) for Participation in Activities in Secondary Service Area

Adults participated in:	Expected Number of Adults	Percent of Population	MPI
Aerobics	3,951	9.9%	118
Baseball	1,218	3.0%	104
Basketball	3,000	7.5%	111
Exercise Walking	13,828	34.5%	111
Running/Jogging	5,601	14.0%	126
Pilates	1,421	3.5%	113
Softball	706	1.8%	93
Swimming	7,185	17.9%	115
Volleyball	1,207	3.0%	115
Yoga	4,948	12.4%	119
Zumba	1,575	3.9%	121

Expected # of Adults: Number of adults, 18 years of age and older, participating in the activity in the Service Area.

Percent of Population: Percent of the service area that participates in the activity.

MPI: Market potential index as compared to the national number of 100.

This table indicates that the overall propensity for adults to participate in activities is greater than the national number of 100. In many cases, when a participation number is lower than the National number, this is due to a lack of facilities or an inability to pay for services and programs.

D. Demographic Summary

The following summarizes the demographic characteristics of the service areas.

- The population within the Primary Service Area is such that it would need to rely on additional areas. The Secondary Service Area for the Town of Johnstown is such that they would support an outdoor aquatic facility. B*K typically looks for a population of greater than 50,000 within the primary service area as a key indicator.

- The median age in the Primary and Secondary Service Areas is marginally lower than the State and National numbers. A lower median age points to young families with children, which are significant participants in recreation and aquatic programs. As such, the median age is a benefit to the project.

- The Primary and Secondary Service Areas have a large percentage of households with children (37-39%) which is greater than the state and national average (30.7%).

- The Primary and Secondary Service Areas have a significantly higher median household income than the state of Colorado (+20k) and the national (+30k) average. Income level is important when it comes to price point for programs and services, subsequently the cost recovery level of a facility. The income level suggests that the service areas will be able to support a facility.

- The Household Budget Expenditures and the Recreation Spending Potential are consistent with the median household income. The consistency is important for the financial performance of the future facility. It is also important to note, specific to recreation, that those dollars are currently being spent with other providers by Town residents.

- The age distribution in the Town of Johnstown is such that 26.2% is under the age of 18 and 27.0% is over the age of 55. These are two age groups that will be significant users of aquatic programs and services. Additionally, it is projected that age categories are projected to be relatively stable through 2027, with limited increases/decreases.

- The top 2 tapestry segments accounts for over 50% of the population in Johnstown. Both of these groups exceed the national level with recreation activity. The remainder are also near or above this activity level.,

- The Market Potential Index in the Primary and Secondary Service Areas is higher than the national number of 100 for swimming.

E. Participation

In addition to analyzing the demographic realities of the service areas, it is possible to project possible participation in recreation and sport activities.

Participation Numbers: On an annual basis, the National Sporting Goods Association (NSGA) conducts an in-depth study and survey of how Americans spend their leisure time. The data is collected in one year and the report is issued in June of the following year. This information provides the data necessary to overlay rate of participation onto the Primary and Secondary Area to determine market potential.

The information contained in this section of the report, utilizes the NSGA's 2019 & 2021 data. The COVID-19 Pandemic had a significant impact on participation of sports and activities. Many indoor facilities were closed for a substantial part of the year. Team sports and leagues did not operate and individuals sought different ways to fill their time. As a result, participation from 2020 to 2021 varied widely in nearly all activities tracked. Many of the activities bounced back from the 2020 participation, however not all have. Some of this may be a trend, while some of it is still a reflection on reduced offerings by departments.

B*K takes the national average and combines that with participation percentages of the Primary and Secondary Service Area based upon age distribution, median income, region and National number. Those four percentages are then averaged together to create a unique participation percentage for the service area. This participation percentage, when applied to the population of the Primary and Secondary Service Area, then provides an idea of the market potential for outdoor recreation.

Table A –Participation Rates in the Primary Service Area

	Age	Income	Region	Nation	Average
Swimming	16.2%	19.5%	17.6%	15.6%	17.2%
Did Not Participate	20.8%	20.5%	20.1%	20.6%	20.5%

Table B –Participation Rates in the Secondary Service Area

	Age	Income	Region	Nation	Average
Swimming	16.2%	19.5%	17.6%	15.6%	17.2%
Did Not Participate	20.9%	20.5%	20.1%	20.6%	20.5%

Age: Participation based on individuals ages 7 & Up of the Service Area.

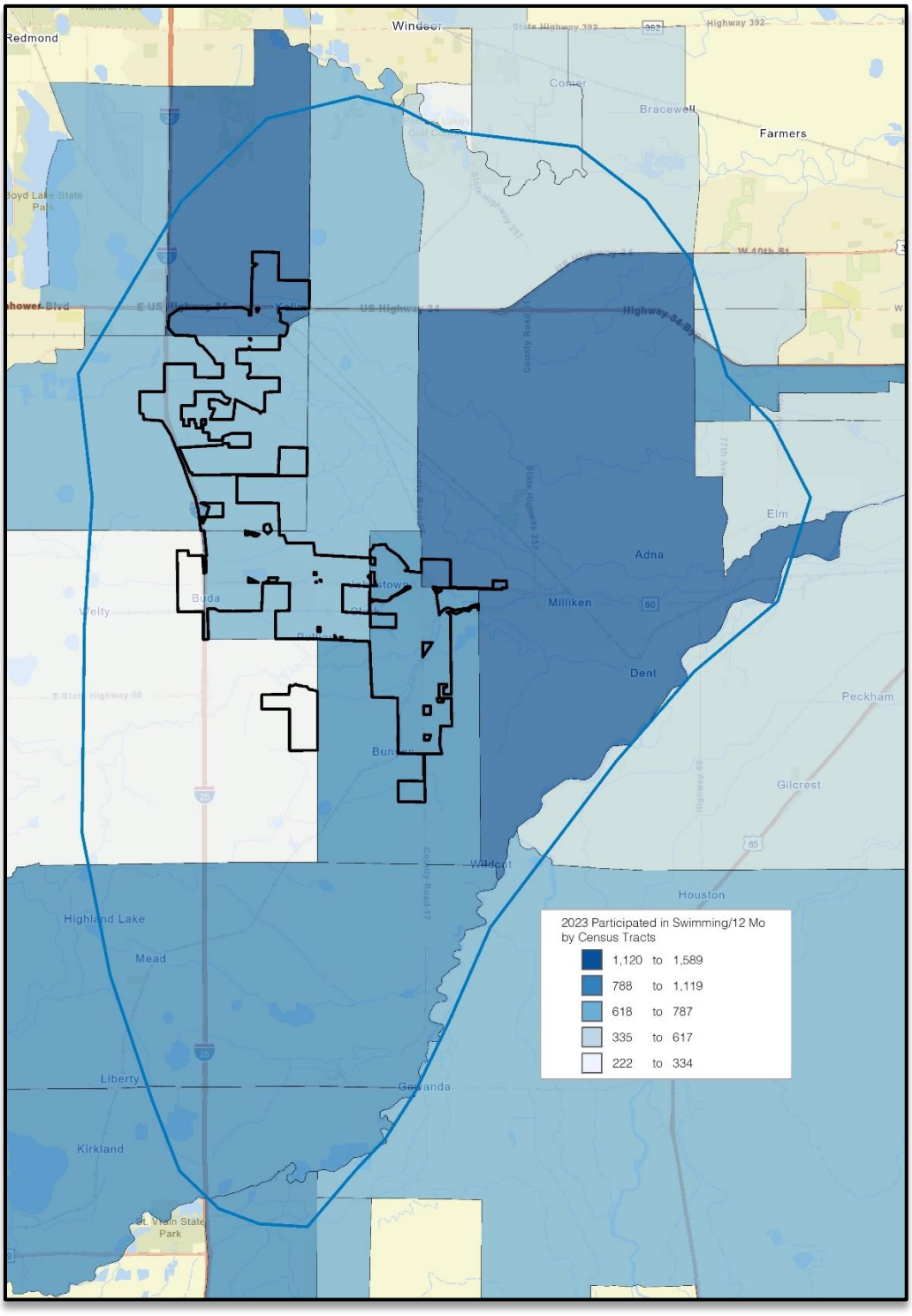
Income: Participation based on the 2022 estimated median household income in the Service Area.

Region: Participation based on regional statistics (Mountain).

National: Participation based on national statistics.

Average: Average of the four columns.

Map D – Swimming Participation by Census Tract



Anticipated Participation Number: Utilizing the average percentage from Table-A and B above plus the 2020 census information and census estimates for 2022 and 2027 (over age 7) the following comparisons are available.

Table C –Participation Growth or Decline for Indoor Activities in Primary Service Area

	Average	2020 Population	2022 Population	2027 Population	Difference
Swimming	17.2%	2,597	2,813	3,141	544
Did Not Participate	20.5%	3,094	3,351	3,742	648

Table D –Participation Growth or Decline for Indoor Activities in Secondary Service Area

	Average	2020 Population	2022 Population	2027 Population	Difference
Swimming	17.2%	7,253	8,448	9,288	2,036
Did Not Participate	20.5%	8,643	10,067	11,069	2,426

Note: These figures do not necessarily translate into attendance figures for various activities or programs. The "Did Not Participate" statistics refers to all 58 activities outlined in the NSGA 2021 Survey Instrument.

Table E – Participation Frequency Swimming

The NSGA classifies swimming based on how often individuals participate:

	Frequent	Occasional	Infrequent
Swimming Frequency	110+	25-109	6-24
Swimming Percentage of Population	6.5%	39.7%	53.8%

In Table-E one can look at swimming and how it is defined with respect to visits being Frequent, Occasional, or Infrequent and then the percentage of population that participates.

Table F – Participation Numbers in Primary Service Area

	Frequent	Occasional	Infrequent	Total
Swimming Frequency	112	67	15	
Population	183	1,117	1,513	
Visits	20,476	74,815	22,698	117,989

Table-F takes the frequency information one step further and identifies the number of times individuals may participate in the activity, applies the percentage from Table-E to the 2020 swimming population (2,813) and then gives a total number of swimming days. This would indicate that a total of 117,989 swimming days are available within the Primary Service Area market. It is also important to note that those are being absorbed, on some level, by the other service providers in the area.

Table G – Participation Numbers in Secondary Service Area

	Frequent	Occasional	Infrequent	Total
Swimming Frequency	112	67	15	
Population	549	3,354	4,545	
Visits	61,498	224,696	68,172	354,366

Table-G takes the frequency information one step further and identifies the number of times individuals may participate in the activity, applies the percentage from Table-E to the 2020 swimming population (8,448) and then gives a total number of swimming days. This would indicate that a total of 354,366 swimming days are available within the Secondary Service Area market. It is also important to note that those are being absorbed, on some level, by the other service providers in the area.

The NSGA identifies participation in all activities that they track as frequent, occasional, and infrequent as illustrated in Table F & G. It is also important to further identify the uses of those categories.

Frequent Swimmers (6.5% of total swimming population) – These participants are largely the individuals participating in programs like club swimming. They can be described as competitive athletes of all variety to include multi-sport athletes. These participants are interested in traditional flat-water facilities, i.e., lap pools. Their preference is for deep water (greater than 6 feet) and cooler water temperatures (between 76-80).

Occasional Swimmers (39.7% of total swimming population) – These participants are the in between group of swimmers. The individuals on the high end of the uses per year are interested in swimming, or aquatic activities, as a means of exercise and prefer water like that of frequent swimmers. As you make your way to the mid-point and lower level of participation the reason for aquatic participation changes. Those individuals are either interested in aquatic participation for exercise/therapy or strictly the entertainment and social aspects of being in a pool. Those individuals on the mid and lower level of participation are interested in a different kind of water. They are more interested in a warmer water temperature (82-86 degrees) and shallow water (less than 4 feet up to a zero-depth entry).

Infrequent Swimmers (53.8% of total swimming population) – These participants are strictly interested in the social and entertainment aspects of swimming. They typically do not use participation in aquatic programs as a means of exercise, but rather socialization. The water that they are interested in is identical to the lower end of the occasional swimmers. However, they are also interested in a "wow-factor" which plays a key role in determining which facility they spend time at.

The NSGA also collects information based on purpose of participation. Within activities, participation is either categorized as "organized" or "unorganized." Organized activities could include; swim lessons, dive lessons, swim team, water polo team, etc. Unorganized activities could include; water walking, lap swimming, open/free swim, etc. The percentages can be applied to the total number of swimmer days to determine market for organized and unorganized activities.

Primary Service Area	Percentage	Number of Swimmer Days
Organized	10%	11,799
Unorganized	90%	106,190

Secondary Service Area	Percentage	Number of Swimmer Days
Organized	10%	35,437
Unorganized	90%	318,929

Participation by Ethnicity and Race: The table below compares the overall rate of participation nationally with the rate for Hispanics and African Americans. Utilizing information provided by the National Sporting Goods Association's 2021 survey, the following comparisons are possible.

Table H – Comparison of National, African American and Hispanic Participation Rates in Primary Service Area

Indoor Activity	Primary Service Area	National Participation	African American Participation	Hispanic Participation
Swimming	17.2%	15.6%	6.8%	13.3%
Did Not Participate	20.5%	20.6%	21.6%	24.4%

There is a not significant Black population in the Primary Service Area. As such, these numbers may not play a factor with regards to overall participation. However, the Hispanic population (16%) should be considered.

Table I – Comparison of National, African American and Hispanic Participation Rates in Secondary Service Area

Indoor Activity	Secondary Service Area	National Participation	African American Participation	Hispanic Participation
Swimming	17.2%	15.6%	6.8%	13.3%
Did Not Participate	20.5%	20.6%	21.6%	24.4%

There is a not significant Black population in the Primary Service Area. As such, these numbers may not play a factor with regards to overall participation. However, the Hispanic population (17%) should be considered.

National Summary of Sports Participation: The following chart summarizes participation for indoor activities utilizing information from the 2021 National Sporting Goods Association survey.

Table J – Sports Participation Summary

Sport	Nat'l Rank[5]	Nat'l Participation (in millions)
Exercise Walking	1	125.0
Cardio Fitness	2	86.1
Strength Training	3	68.9
Exercising w/ Equipment	4	57.2
Hiking	5	48.8
Swimming	6	47.2
Running/Jogging	7	45.0
Bicycle Riding	8	42.8
Weight Lifting	9	37.5
Yoga	10	30.7
Fishing (fresh water)	11	29.5
Workout @ Club	13	24.6
Basketball	14	22.5
Golf	16	19.0
Target Shooting (live ammunition)	17	18.8
Hunting w/ Firearms	18	16.4
Boating (motor/power)	19	14.6
Soccer	20	14.5
Tennis	22	13.8
Kayaking	24	11.5
Baseball	26	11.3
Volleyball	27	10.8
Fishing (salt water)	29	9.6
Softball	30	9.3
Football (touch)	32	8.2
Canoeing	33	7.8
Hunting w/ Bow & Arrow	34	6.9
Football (tackle)	35	6.7
Mountain Biking (off road)	38	6.0
Football (flag)	41	5.4
Water Skiing	49	3.8
Pickleball	50	3.6

Nat'l Rank: Popularity of sport based on national survey.
Nat'l Participation: Population that participate in this sport on national survey.

[5] This rank is based upon the 58 activities reported on by NSGA in their 2021 survey instrument.

National Participation by Age Group: Within the NSGA survey, participation is broken down by age groups. As such B*K can identify the top 3 age groups participating in the activities reflected in this report.

Chart K – Participation by Age Group:

Activity	Largest	Second Largest	Third Largest
Aerobics	35-44	25-34	45-54
Baseball	7-11	12-17	25-34
Basketball	12-17	25-34	18-24
Bicycle Riding	55-64	45-54	12-17
Billiards/Pool	25-34	34-44	45-54
Bowling	25-34	35-44	18-24
Cheerleading	12-17	7-11	18-24
Exercise Walking	55-64	65-74	45-54
Exercise w/ Equipment	25-34	45-54	55-64
Football (flag)	7-11	12-17	25-34
Football (tackle)	12-17	18-24	7-11
Football (touch)	12-17	25-34	7-11
Gymnastics	7-11	12-17	25-34
Lacrosse	12-17	7-11	18-24
Martial Arts MMA	7-11	25-34	12-17
Pickleball	12-17	65-74	18-24
Pilates	25-34	35-44	45-54
Running/Jogging	25-34	35-44	45-54
Skateboarding	12-17	18-24	7-11
Soccer	7-11	12-17	25-34
Softball	12-17	7-11	25-34
Swimming	55-64	12-17	7-11
Tables Tennis	25-34	18-24	12-17
Tennis	25-34	35-44	12-17
Volleyball	12-17	25-34	18-24
Weight Lifting	25-34	45-54	35-44
Workout at Clubs	25-34	35-44	45-54
Wrestling	12-17	25-34	7-11
Yoga	25-34	35-44	45-54
Did Not Participate	45-54	55-64	65-74

Largest: Age group with the highest rate of participation.
Second Largest: Age group with the second highest rate of participation.
Third Largest: Age group with the third highest rate of participation.

National Sports Participation Trends: Below are listed several sports activities and the percentage of growth or decline that each has experienced nationally over the last ten years (2012-2021).

Table L – National Activity Trend (in millions)

	2012 Participation	2021 Participation	Percent Change
Kayaking	7.2	11.5	+59.7%
Hunting w/ Bow & Arrow	5.1	6.9	+35.3%
Yoga	22.9	30.7	+34.1%
Skateboarding	5.4	6.7	+24.1%
Exercise Walking	102.1	125	+22.4%
Weight Lifting	31.1	37.5	+20.6%
Hiking	42.2	48.8	+15.6%
Running/Jogging	40	45	+12.5%
Wrestling	2.8	3.1	+10.7%
Mountain Biking (off road)	5.5	6	+9.1%
Bicycle Riding	39.3	42.8	+8.9%
Backpack/Wilderness Camping	11.7	12.4	+6.0%
Soccer	13.7	14.5	+5.8%
Water Skiing	3.6	3.8	+5.6%
Volleyball	10.3	10.8	+4.9%
Target Shooting (airgun)	4.9	5.1	+4.1%
Tennis	13.6	13.8	1.5%
Exercising w/ Equipment	57.7	57.2	-0.9%
Swimming	48.6	47.1	-3.1%
Fishing (fresh water)	30.8	29.5	-4.2%
Baseball	12.1	11.3	-6.6%
Golf	21.1	19	-10.0%
Fishing (salt water)	10.7	9.6	-10.3%
Softball	10.5	9.3	-11.4%
Football (touch)	9.3	8.2	-11.8%
Basketball	25.6	22.5	-12.1%
Target Shooting (live ammunition)	21.7	18.8	-13.4%
Boating (motor/power)	17	14.6	-14.1%
Football (tackle)	7.9	6.7	-15.2%
Hunting w/ Firearms	19.4	16.4	-15.5%
Football (flag)	6.7	5.4	-19.4%
Workout @ Club	35.2	24.6	-30.1%

2012 Participation: The number of participants per year in the activity (in millions) in the United States.
2021 Participation: The number of participants per year in the activity (in millions) in the United States.
Percent Change: The percent change in the level of participation from 2012 to 2021.

F. Trends & Providers

Aquatic Participation Trends: Swimming is one of the most popular sports and leisure activities, meaning that there is a significant market for aquatic pursuits. Approximately 17.6% of the population in the Mountain region of the country participates in aquatic activities. This is a significant segment of the population.

Despite the recent emphasis on recreational swimming the more traditional aspects of aquatics (including swim teams, instruction and aqua fitness) remain as an important part of most aquatic centers. The life safety issues associated with teaching children how to swim is a critical concern in most communities and competitive swim team programs through USA Swimming, high schools, masters, and other community based organizations continue to be important. Aqua fitness, from aqua exercise to lap swimming, has enjoyed strong growth during the last ten years with the realization of the benefits of water-based exercise.

A competitive pool allows for a variety of aquatic activities to take place simultaneously and can handle aqua exercise classes, learn to swim programs as well competitive swim training and meets (short course and possibly long course). In communities where there are several competitive swim programs, utilizing a pool with 8 lanes or more is usually important. A competitive pool that is designed for hosting meets will allow a community to build a more regional or even national identity as a site for competitive swimming. However, it should be realized that regional and national swim meets are difficult to obtain on a regular basis, take a considerable amount of time, effort and money to run; can be disruptive to the regular user groups and can be financial losers for the facility itself. On the other side, such events can provide a strong economic stimulus to the overall community.

Competitive diving is an activity that is often found in connection with competitive swimming. Most high school and regional diving competition centers on the 1-meter board with some 3 meter events (non-high school). The competitive diving market, unlike swimming, is usually very small (usually 10% to 20% the size of the competitive swim market) and has been decreasing steadily over the last ten years or more. Thus, many states have or are considering the elimination of diving as a part of high school swimming. Diving programs have been more viable in markets with larger populations and where there are coaches with strong diving reputations. Moving from springboard diving to platform (5 meter and 10 meter, and sometimes 3 and 7.5 meters), the market for divers drops even more while the cost of construction with deeper pool depths and higher dive towers becomes significantly larger. Platform diving is usually only a competitive event in regional and national diving competitions. As a result, the need for inclusion of diving platforms in a competitive aquatic facility needs to be carefully studied to determine the true economic feasibility of such an amenity.

There are a couple of other aquatic sports that are often competing for pool time at competitive aquatic centers nationwide. However, their competition base and number of participants is often smaller and face barriers of entry fighting for pool time including a more organized competitive swimming community and existing agreements for pool space at facilities with pools large enough and deep enough to host them. Water polo is a sport that continues to be extremely popular in the west,

particularly in Colorado and whose numbers and participation rates are in many school districts are higher than those of swimming in high school athletics. Water polo uses a space of 25 yards or meters by 45-66 feet wide (the basic size of an 8 lane, 25-yard pool). However, a minimum depth of 6 foot 6 inches is required which is often difficult to find in more community based facilities. Floating cage water polo has become the standard in many regions and requires an even larger pool as the floating cages take up additional pool space. Artistic swimming also utilizes aquatic facilities for their sport and they also require deeper water of 7-8 feet. This also makes the use of some community pools difficult. As a result of the need for more deep water for aquatic sports many modern community aquatic centers are building multiple pools.

Without doubt the hottest trend in aquatics is the leisure pool concept. This idea of incorporating slides, lazy rivers (or current channels), fountains, zero depth entry and other water features into a pool's design has proved to be extremely popular for the recreational user. The age of the conventional pool in most recreational settings has greatly diminished. Leisure pools appeal to the younger kids (who are the largest segment of the population that swims) and to families. These types of facilities are able to attract and draw larger crowds and people tend to come from a further distance and stay longer to utilize such pools. This all translates into the potential to sell more admissions and increase revenues. It is estimated conservatively that a leisure pool can generate up to 30% more revenue than a comparable conventional pool and the cost of operation while being higher, has been offset through increased revenues. Of note is the fact that patrons seem willing to pay a higher user fee with this type of pool that is in a park like setting than a conventional aquatics facility.

Another trend that is growing more popular in the aquatic's field is the development of a raised temperature therapy pool for relaxation, socialization, and rehabilitation. This has been effective in bringing in swimmers who are looking for a different experience and non-swimmers who want the advantages of warm water in a different setting. The development of natural landscapes has enhanced this type of amenity and created a pleasant atmosphere for adult socialization.

The multi-function indoor aquatic center concept of delivering aquatics services continues to grow in acceptance with the idea of providing for a variety of aquatics activities and programs in an open design setting that features a lot of natural light, interactive play features and access to an outdoor sun deck. The placing of traditional instructional/competitive pools, with shallow depth/interactive leisure pools and therapy water, in the same facility has been well received in the market. This idea has proven to be financially successful by centralizing pool operations for recreation service providers and through increased generation of revenues from patrons willing to pay for an aquatics experience that is new and exciting. Indoor aquatic centers have been instrumental in developing a true family appeal for community-based facilities. The keys to success for this type of center revolve around the concept of intergenerational use in a quality facility that has an exciting and vibrant feel in an outdoor like atmosphere.

Also changing is the orientation of aquatic centers from stand-alone facilities that only have aquatic features to more of a full-service recreation center that has fitness, sports and community based amenities. This change has allowed for a better rate of cost recovery and stronger rates of use of the aquatic portion of the facility as well as the other "dry side" amenities.

Aquatic Facilities Market Orientation: Based on the market information, the existing pools, and typical aquatic needs within a community, there are specific market areas that need to be addressed with any aquatic facility. These include:

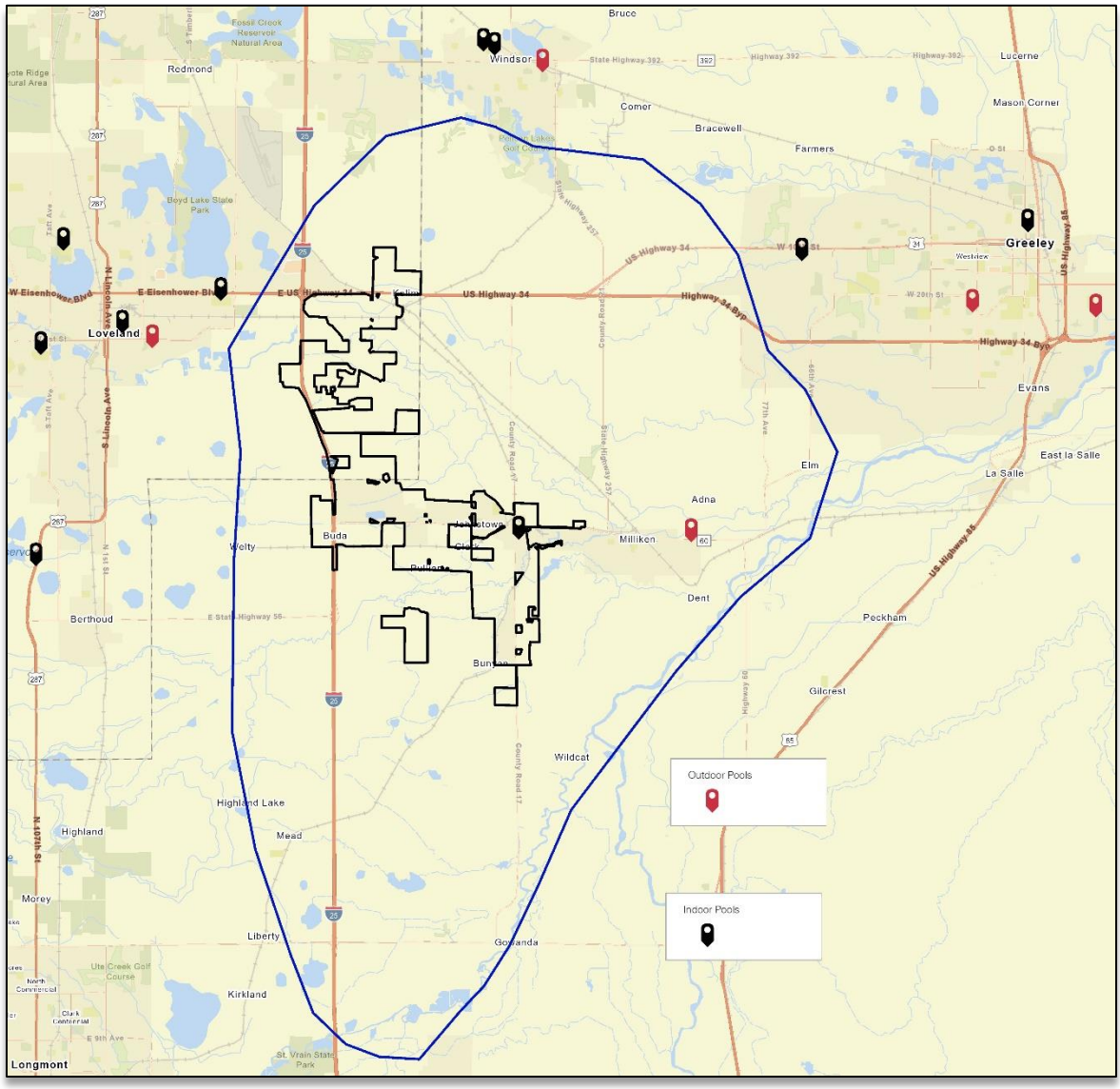
1. **Leisure/recreation aquatic activities** - This includes a variety of activities found at leisure pools with zero depth entry, warm water, play apparatus, slides, seating areas and deck space. These are often combined with other non-aquatic areas such as concessions and birthday party or other group event areas.
2. **Instructional programming** – The primary emphasis is on teaching swimming and lifesaving skills to many different age groups. These activities have traditionally taken place in more conventional pool configurations but should not be confined to just these spaces. Reasonably warm water, shallow depth with deeper water (4 ft. or more), and open expanses of water are necessary for instructional activities. Easy pool access, a viewing area for parents, and deck space for instructors is also crucial.
3. **Fitness programming** – These types of activities continue to grow in popularity among a large segment of the population. From aqua exercise classes, to lap swimming times, these programs take place in more traditional settings that have lap lanes and large open expanses of water available at a 3 1/2 to 5 ft. depth.
4. **Therapy** – A growing market segment for many aquatic centers is the use of warm, shallow water for therapy and rehabilitation purposes. Many of these services are offered by medically based organizations that partner with the center for this purpose.
5. **Social/relaxation** - The appeal of using an aquatics area for relaxation has become a primary focus of many aquatic facilities. This concept has been very effective in drawing non-swimmers to aquatic facilities and expanding the market beyond the traditional swimming boundaries. The use of natural landscapes and creative pool designs that integrate the social elements with swimming activities has been most effective in reaching this market segment.
6. **Special events/rentals** - There is a market for special events including kid's birthday parties, corporate events, community organization functions, and general rentals to outside groups. The development of this market will aid in the generation of additional revenues and these events/rentals can often be planned for after or before regular hours or during slow use times. It is important that special events or rentals not adversely affect daily operations or overall center use.

Specific market segments include:

1. **Families** – Within this market, an orientation towards family activities is essential. The ability to have family members of different ages participate in a fun and vibrant facility is essential.
2. **Pre-school children** – The needs of pre-school age children need to be met with very shallow or zero depth water which is warm and has play apparatus designed for their use. Interactive programming involving parents and toddlers can also be conducted in more traditional aquatic areas as well.
3. **School age youth** – A major focus of most pools is to meet the needs of this age group from recreational swimming to competitive aquatics. The leisure components such as slides, fountains, lazy rivers and zero depth will help to bring these individuals to the pool on a regular basis for drop-in recreational swimming. The lap lanes provide the opportunity and space necessary for instructional programs and aquatic team use.
4. **Teens** – Another aspect of many pools is meeting the needs of the teenage population. Serving the needs of this age group will require leisure pool amenities that will keep their interest (slides) as well as the designation of certain "teen" times of use.
5. **Adults** – This age group has a variety of needs from aquatic exercise classes to lap swimming, triathlon training and competitive swimming through the master's program.
6. **Seniors** – As the population of the United States and the service area continues to age, meeting the needs of an older senior population will be essential. A more active and physically oriented senior is now demanding services to ensure their continued health. Aqua exercise, lap swimming, therapeutic conditioning and even learn to swim classes have proven to be popular with this age group.
7. **Special needs population** – This is a secondary market, but with the A.D.A. requirements and the existence of shallow warm water and other components, the amenities are present to develop programs for this population segment. Association with a hospital and other therapeutic and social service agencies will be necessary to reach this market.
8. **Special interest groups** – These include swim teams (and other aquatic teams), school district teams, day care centers and social service organizations. While the needs of these groups can be great, their demands on an aquatics center can often be incompatible with the overall mission of the facility. Care must be taken to ensure that special interest groups are not allowed to dictate use patterns for the center.

With the proper pools and strong utilization of the aquatics area, it is possible to meet most of the varied market orientations as outlined above.

Alternative Providers



Outdoor Pools
Milliken Water Works
Chimney Park Pool
Winona Outdoor Pool
Centennial Pool
Discovery Bay Waterpark

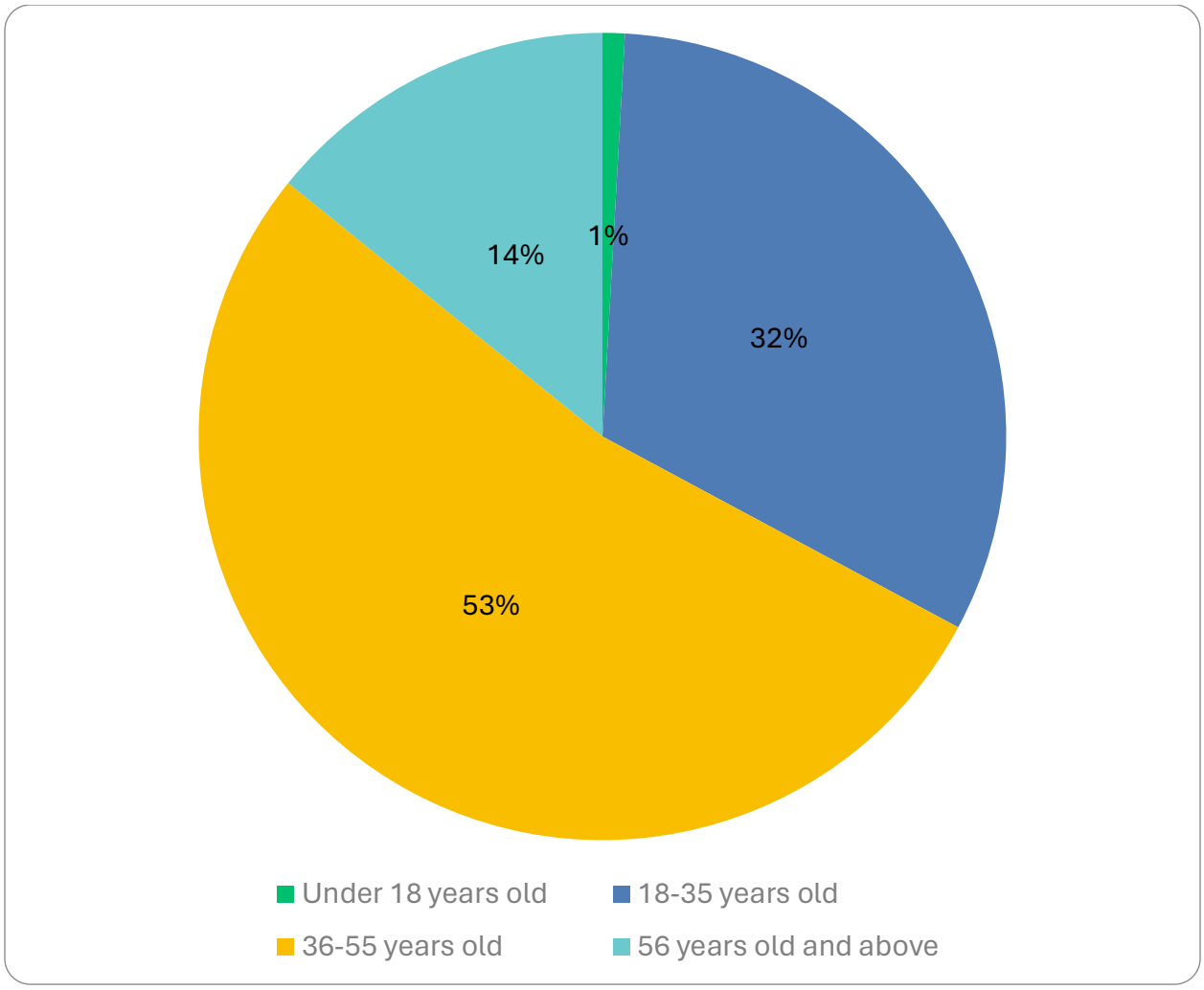
Indoor Pools
Windsor High School Pool
Windsor Community Recreation Center
Berthoud Recreation Center
Johnstown YMCA
Loveland High School Pool
Greeley Family FunPlex
Greeley Recreation Center
Mountain View Aquatic Center
Chilson Recreation Center
Dick Hewson Aquatic Center

3 – PUBLIC INPUT AND SURVEY

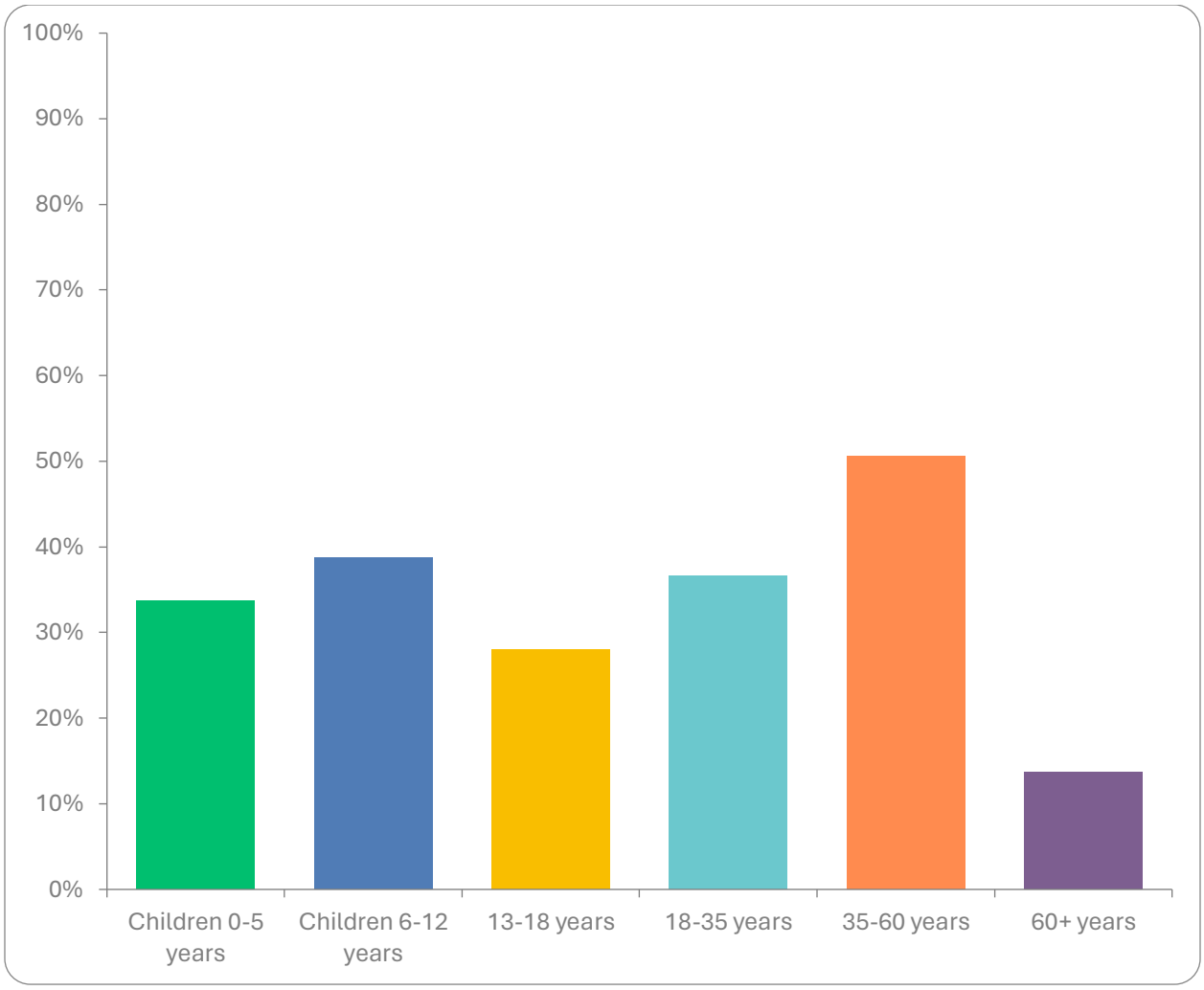
Throughout the process, the Consulting Team met with the steering committee, who guided the study in every phase. The steering committee offered local insights as to what programs and amenities are needed in the community, as well as assisted in determining the site best suited for the project, and the overall design direction of the master plan. Additionally, the consulting team held a public meeting on June 27, 2023, in which a presentation was given that described various trends in aquatics as well as amenities and programming opportunities that exist today. All the details of this meeting are not contained in the report, but highlights that influenced the potential programming include the following:

1. Milliken has the closest outdoor pool and targets the age group of 1 – 9 years old. It has both a lap pool and activity pool.
2. A more significant recreation pool is needed in the area with a Lazy River and more attractive amenities, which offers an area for swim lessons through Level 5.
3. The ability to host birthday parties is desired.
4. The facility should be significant enough to create a regional draw, while not becoming too aggressive in scope.
5. There was little optimism expressed about the facility being funded though a ballot measure. Grants and other sources would present more viable options.
6. Diving would be a key element to incorporate into the design.
7. There needs to be special attention given to the teen population. The YMCA currently experiences high levels of teen use which at times makes it uncomfortable for more mature users.
8. There also was a lengthy discussion about competition aquatics, and the need within the service area.
9. Proximity to existing facilities is important.
10. The design and site should have the ability to accommodate future expansion.
11. The target audience should include all age groups.

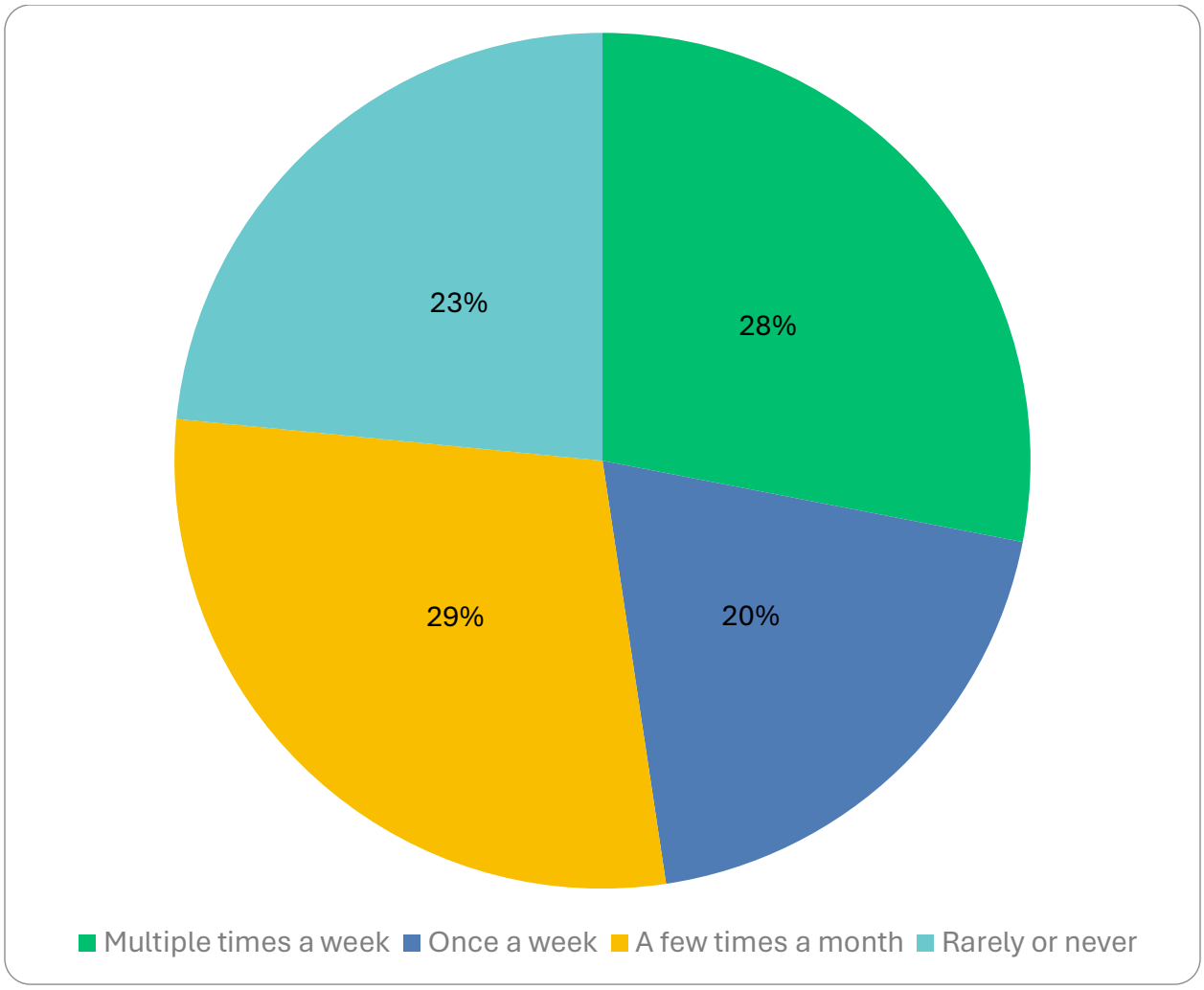
In a three-pronged approach to gather public input, the Consulting Team implemented an online survey in addition to the meetings mentioned above. In all, there were 677 respondents to the survey. Although not a statistically valid survey, the information gathered was considered and used in the final programming and design response. The following graphics represent some of the results submitted by those that chose to respond to the survey:



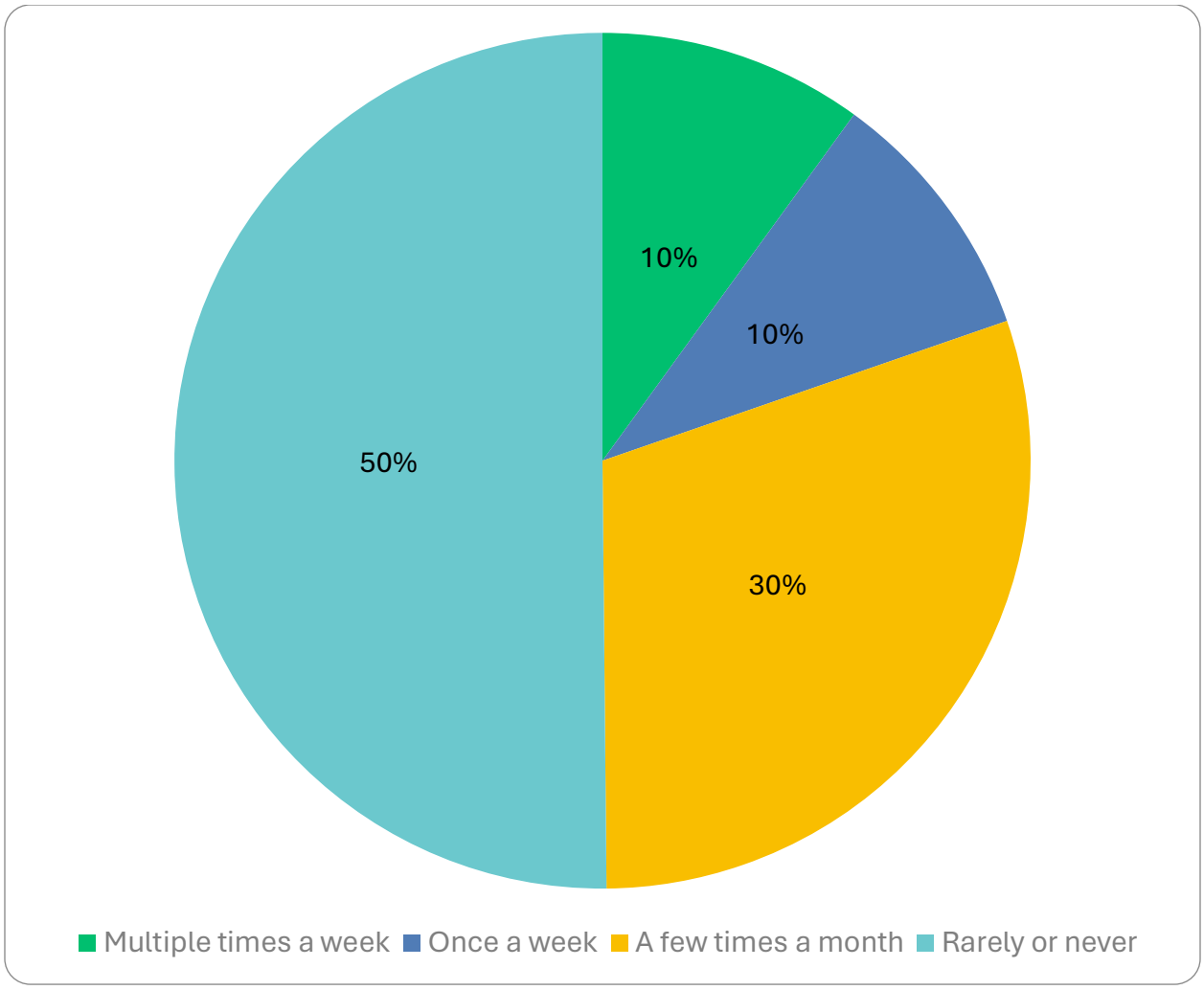
Question: What is your age group?



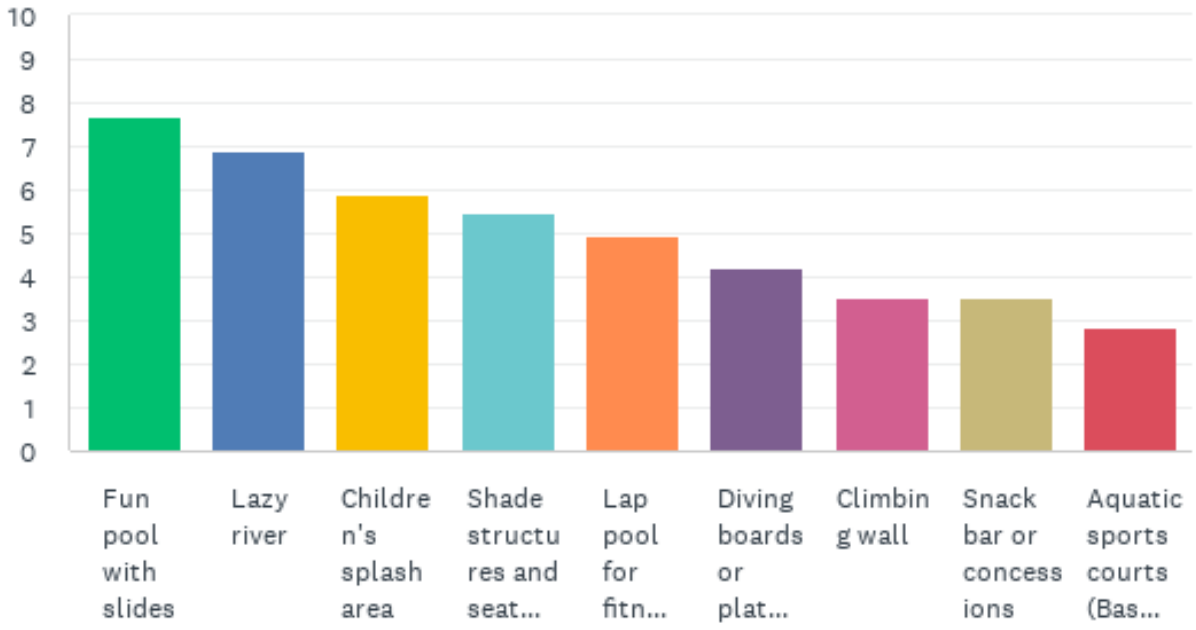
Question: What is the age demographic in your household? (Select all that apply)



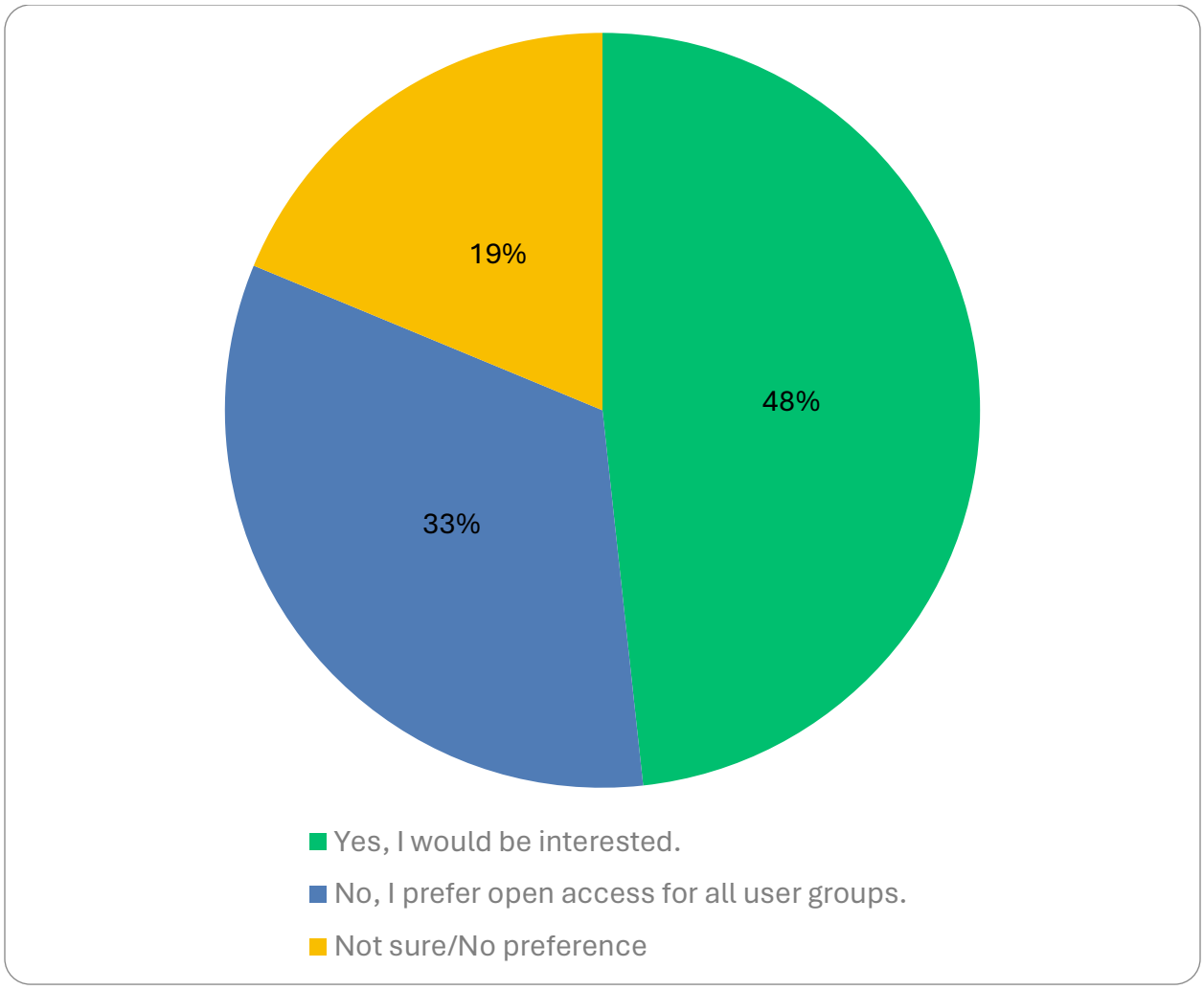
Question: How often do you or your family visit aquatic facilities in the summer?



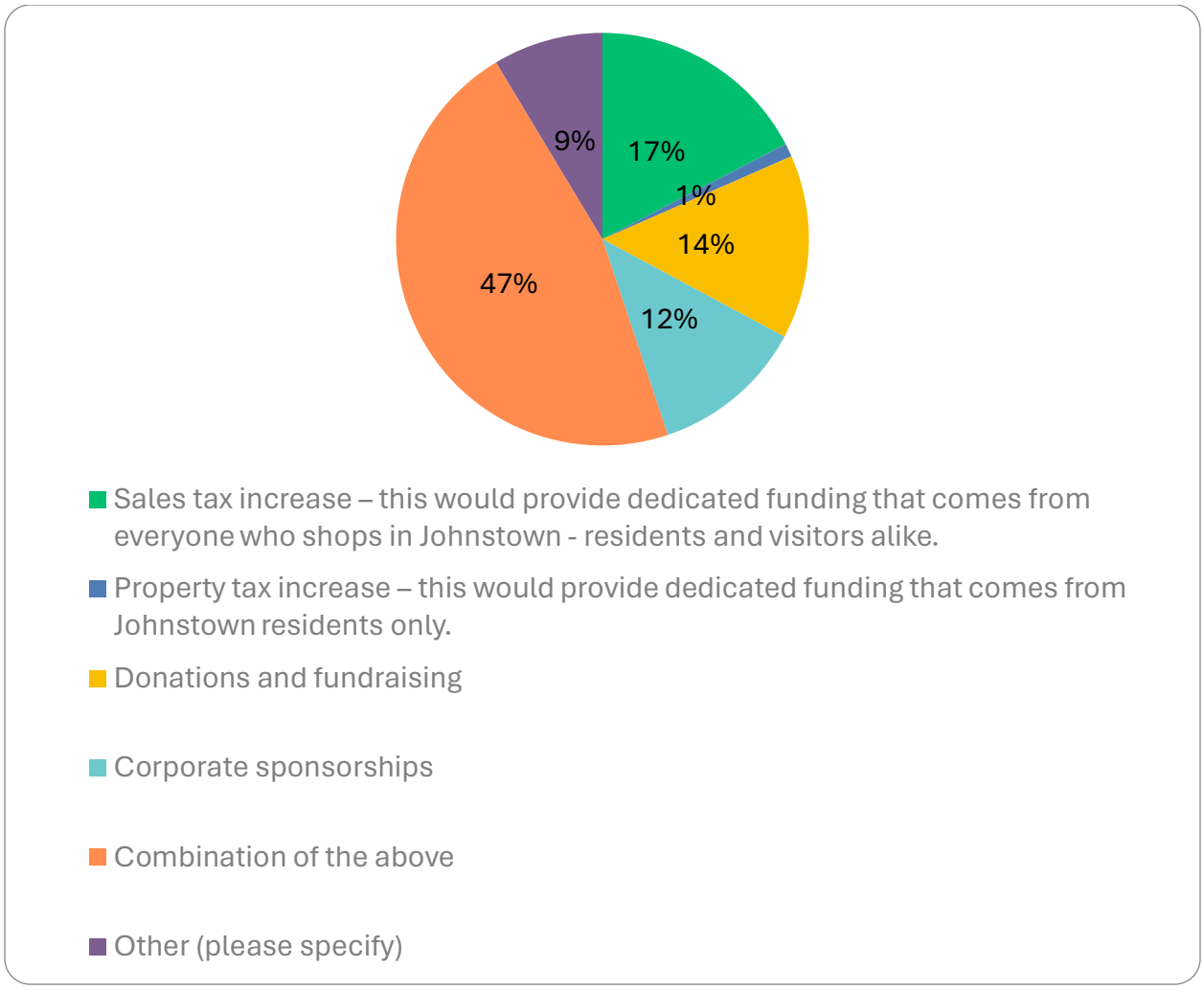
Question: How often do you or your family visit aquatic facilities in the winter?



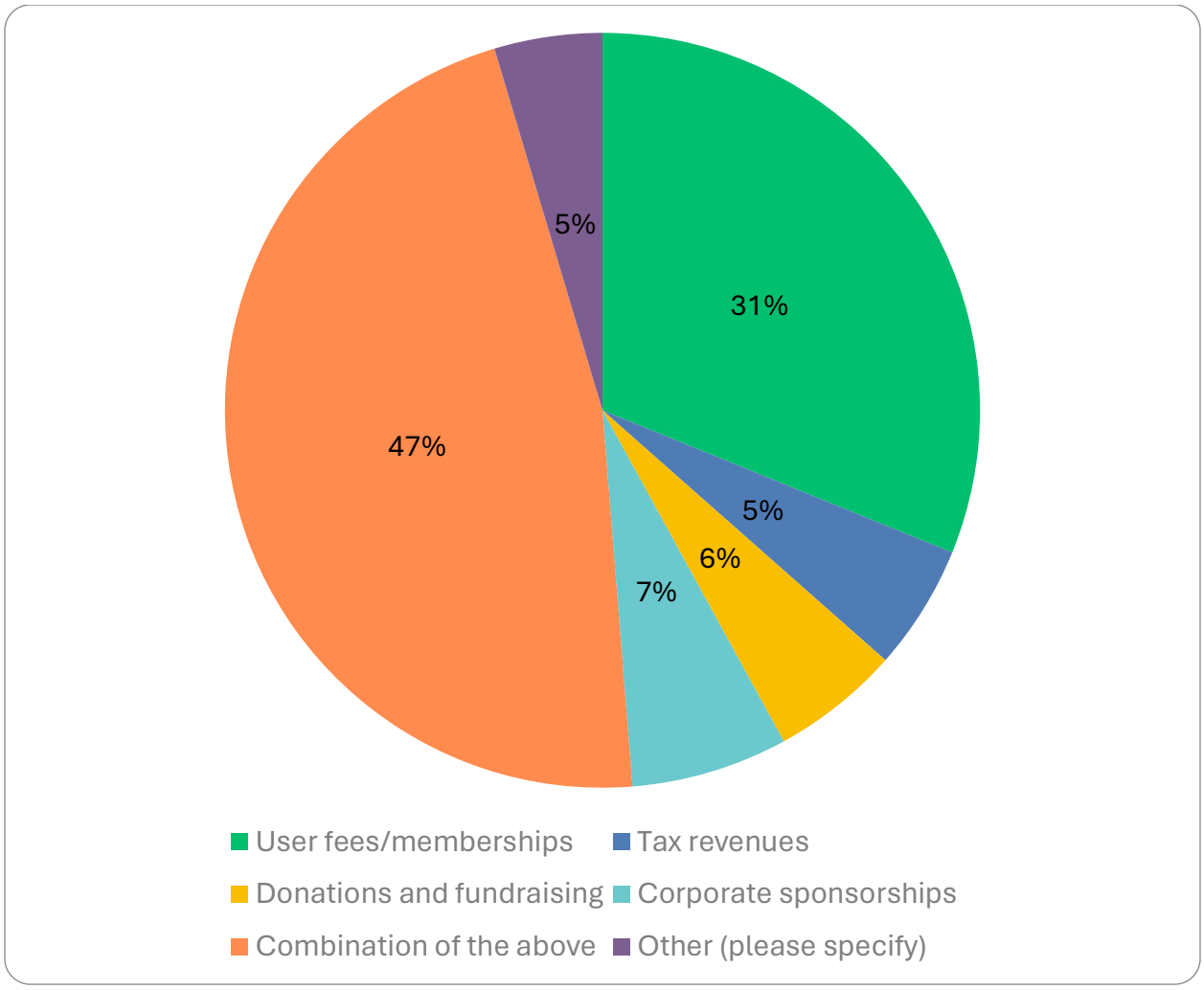
Question: What types of amenities and features would you like to see in a new outdoor aquatic center?



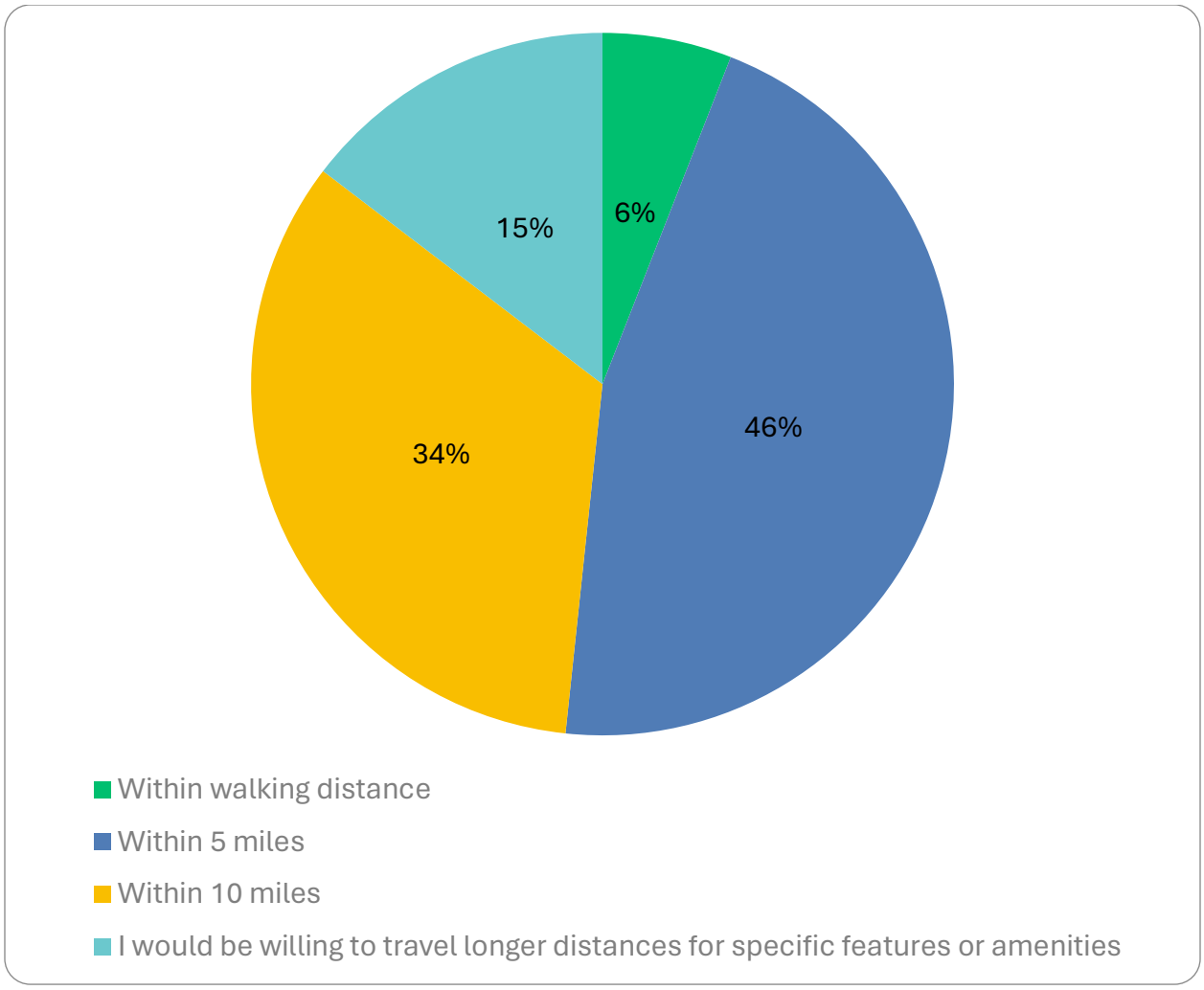
Question: Would you be interested in having dedicated areas or times for specific user groups (e.g., adult-only hours, family hours, senior citizen hours, etc.) at the outdoor aquatic center?



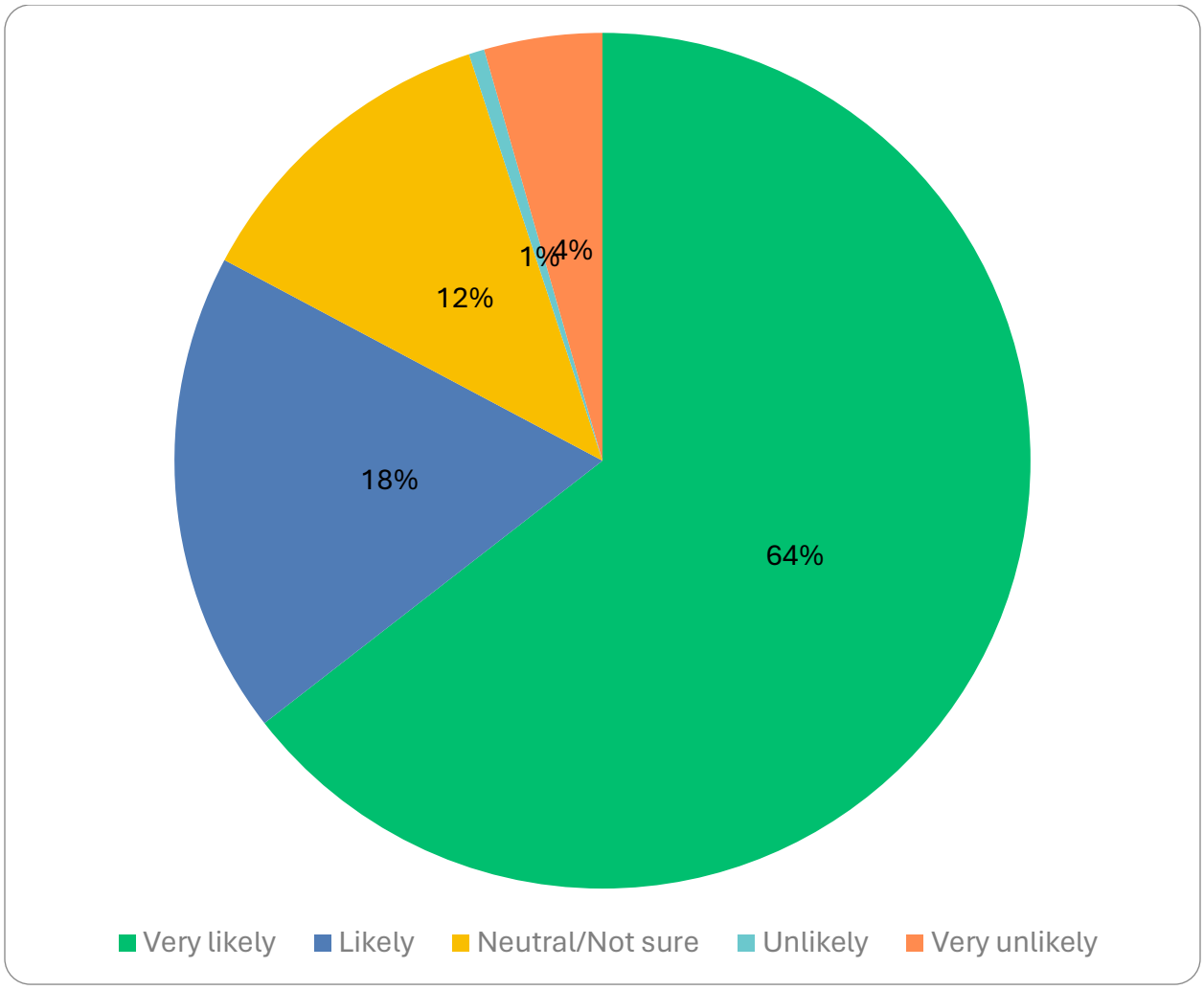
Question: How would you prefer to fund the construction of the pool?



Question: How would you prefer the outdoor aquatic center's operations and maintenance to be funded?



Question: How far would you be willing to travel to access the outdoor aquatic center?



Question: How likely are you to recommend the outdoor aquatic center to others in the community?

4 – SITE SELECTION

G. SITE EVALUATION

One of the most critical factors in the study is determining which site is most suitable to meet the current and future needs of the Service Area. Every community has its own needs, demographics, access, size requirements, as well as availability of land. The consulting team was directed to primarily consider two sites for the study:

1. The former Letford Elementary School Site.
2. The property at the Southeast corner of County Road 46 ½ and County Road 20 referred to within the Study as the Field Site.

A custom-tailored matrix has been implemented to help determine the most suitable candidate for future development of the Aquatics Center.

When the consulting team first set out to evaluate the two potential sites, there were several discussions with the steering committee with respect to vision for the facility, traffic and neighborhoods, connections to the Town center and adjacency to compatible amenities within the community. One of the main topics was whether the facility should be designed to focus solely on the immediate community of Johnstown, or have amenities and a location that would be a regional draw from outside the primary service area.

Through further dialogue with the advisory committee, it became evident that the need for the site to have easy vehicular access from all points of the service area was of prime importance, as was the ability to become a focal point of a larger park masterplan with potential for significant future expansion. Several weighting factors in the matrix were modified at this time, and another criterion evaluated. The final matrix of the two sites is included in the study with resulting figures that are quite close in comparison.

It is noteworthy that both sites considered in the matrix are currently owned by the Town of Johnstown, but neither has been studied with respect to inclusion in an overall parks masterplan for the community. However, as both sites are community owned, it is very likely both will be available when funding for the project is obtained. In brief, several attributes of each site include:

- Letford Site (Mature trees in place along with existing utilities)
- Field Site. (Plenty of room to grow, utility extensions would be needed for development)

Ultimately, it was determined that for the purposes of the study, the Field Site would best fit the needs of the facility program and support the future needs of the growing community. The following is a list of chief factors in this decision.

- Ability to accommodate future expansion.
- Quick access from CR 46 ½ and CR 17.
- Easy vehicular access from most locations in the service area.
- Great vehicular visibility
- Ability to be a focal point of robust development of the overall site.
- Proximity to existing recreational amenities.

The purpose of the site selection section of the study is to arrive at an unbiased determination of which of the two sites evaluated would be the best for the citizens of the service area in fulfilling their aquatic needs. Both sites would be excellent choices for developing an aquatic facility. Each option has distinct and unique properties that would benefit an aquatic facility.

Criteria	Average Weight Factor	Johnstown Weight Factor	Field Site Rating	Field Site Score	Letford Site Rating	Letford Site Score
1) Adequate Size (3-10 ac)			8 ac		5.0 ac	
a) Outdoor Component compatibility	6.3	20	8	160	4	80
Comments			Well suited for future park development		Noise and traffic concerns for surrounding neighborhoods	
b) Future expansion capability	6.75	20	10	200	2	40
Comments					Too small for Future Expansion	
2) Ownership/Acquisition			Town Owned		Town Owned	
a) Acquisition Time	8.88	10	10	100	8	80
Comments					Would have to negotiate land ownership from School District	
3) Proximity to existing Parks and Recreation facilities	3.63	10	9	90	5	50
Comments			Proximity to existing YMCA and potential future park development			
a) Operation and Maintenance Efficiency	4.13	8	7	56	6	48
Comments			Dependant on future operator		Town Has some other facilities close by	
4) Proximity to User Groups						
a) Neighborhoods	2.88	8	6	48	9	72
Comments			Within area of anticipated growth		Close to existing neighborhoods	
b) Seniors	1.88	8	5	40	5	40
Comments			Seniors dispersed throughout community		Close to existing neighborhoods	
c) Public Schools	2	8	5	40	7	56
d) Private Schools	1	1	5	5	5	5
e) Business Partners (hospitals,day care providers, etc.)	1.5	8	8	64	8	64
5) Land Use Compatibility			Requires Re Zoning		Requires Re Zoning	
a) Consideration of Community Master Plan (future)			TBD		TBD	
b) Consistency with Zoning Ordinance	1.5	10	5	50	5	50
c) Compatibility with Airport	0	0	0	0	0	0
Comments						
d) Compatibility with Adjacent Uses	2.5	8	10	80	8	64
Comments					Neighborhoods	
e) Business Development Potential	1.5	8	8	64	10	80
Comments					Potential pedestrian connector to Downtown	
f) Urban Renewal Potential	1.5	8	0	0	6	48
Comments					Potential tie with downtown	
g) Traffic issues	4	8	7	56	5	40
Comments			Decel lanes should mitigate any concerns		Could increase traffic on neighborhood streets	
h) Lighting issues	2.13	6	8	48	6	36
i) Noise issues	1.75	4	8	32	3	12
Comments					Proximity to existing neighborhoods	

6) Existing Constructions	2.5	2	5	10	5	10
Comments			Vacant		School previously demolishec	
7) Soil Conditions						
a) Foundation systems	1.63	3	8	24	8	24
Comments			Soils Conditions are unknown at this time		Soils Conditions are unknown at this time	
b) Excavation	1.25	3	9	27	6	18
Comments			Relatively flat. Surcharge sould give good bearing canacity.		Potential for contamination from previous construction	
c) Groundwater	2.5	3	8	24	8	24
Comments			Fairly high, out of flood plain			
8) User Access						
a) Vehicular	3.38	8	10	80	7	56
Comments Approximately 10 min. driving time is optimal			Easy access, much of population within travel time		Near Commercial and Downtown Business Districts. Speed limits may introduce conjestion.	
b) Pedestrian	2.63	8	6	48	9	72
Comments Approximately one-half mile is optimal			Much of population within travel distance, but busy intersection may be dangerous for children		Very close proximity to existing neighborhoods	
c) Bicycle	3.63	8	4	32	9	72
Comments Approximately 15-18 min. cycling time is optimal			Easy access, large population within travel time, but surface crossing at both County Roads is of concern		Near Commercial and Downtown Business Districts as well as neighborhoods	
d) Public School Buses	2.13	8	7	56	7	56
Comments On-site bus drop-off, parking and turn-around desired			Ample space to maneuver		Ample space to maneuver	
e) Public Transit System	2.13	8	Ample space to maneuver		9	72
Comments Easy access for pedestrians to and from bus stop, few improvements needed on site to accommodate			NA		NA	
9) Consistency with Greenway and Bicycle Master Plans	0	0	0	0	0	0
Comments			No masterplan currently in place		No masterplan currently in place	
10)Landscaping						
a) Existing Features	1.38	2	4	8	9	18
Comments			No existing landscaping on site		Many mature tress would be saved	
b) Potential Features	1.88	3	5	15	5	15
Comments						
c) Distinctive views	2	7	10	70	4	28
Comments			Hi visibility from County Roads		Site is located off of main arterials	
11) Environmental Issues						
a) Wetlands	0	0	0	0	0	0
b) Endangered species	0	0	0	0	0	0
c) Floodplains	2.5	10	8	80	10	100
12) Microclimate						
a) Solar Exposure	2.03	1	5	5	7	7
b) Wind Exposure	1.41	1	5	5	5	5
c) Natural Ventilation	1.78	1	5	5	5	5
d) Daylighting	1.91	1	5	5	5	5
Total	90.5	230		**1627**		**1452**
Ranking				**1**		**2**

5 – CONCEPT DESIGN

H. Johnstown Aquatic Center

Field Site

The concept plan illustrated in the study is placed on the north end of the Field Site, comprising approximately 8 acres along County Road 46 ½. The area described is the northernmost portion of a much larger site, much of which exists within a regulated floodway. Much of the site being studied has received dirt surcharge from adjacent developments, has been elevated, and does not exist within the floodplain or floodway.

The target audience for the purposes of the study is a diverse group of users of all ages and aquatic needs, with the exception of competitive swimming. It was expressed early on among the various stakeholders that the primary need in the community is for an Activity and Exercise Pool containing a Lazy River, Zero Depth Entry Area, an area to conduct swim lessons, an are for exercise lap swimming, and one that has attractions that will respond to the teen population in the service area. The diversity of ages that will simultaneously occupy the complex was a driving factor in the overall layout of amenities, and this philosophy is most apparent in the separation of the main bodies of water into a lap/ exercise zone, and an activity pool zone. Separation is not meant to isolate individuals in one zone or another, but to define areas where individual age groups will gravitate. This configuration sets up an area that is quieter in nature within the lap pool environment, and an activity zone that is brimming with excitement. The implementation of this design approach will make it a pleasant and entertaining experience for simultaneous use by the diverse set of anticipated users.

Vehicular access to the complex occurs via new curb cuts along County Road 46 ½ on the north and County Road 17 on the west. A detailed traffic study of the nature of the vehicular entrances is not within the scope of the study, but the potential for needed improvements along the main access roads are anticipated and included in the cost opinion contained within the study. The main entrance drives include the ability to bi-pass the parking field to access further development to the south. The main parking field connects the two vehicular entries with a centralized drop off area at the bath house/ main entry point. This configuration also allows multiple access points for emergency vehicles. The study suggests limiting the bather load to 600 individuals, and the responding parking is 150 spaces. This equates to 1 parking stall for every 4 bathers using the complex. It is to be noted that this particular use is not defined within the Town Planning Ordinance and will require verification as the project moves forward.

The bath house building serves as the main entry point to the complex for customers. There is a covered queueing area at the entry which passes an office where fees can be paid or ticketing occurs. Customers enter via an open-air breezeway between the main dressing area and mechanical components of the bath house. Upon entry, users are immediately greeted by a view of the splash pad, which will create excitement upon entry and visually draw the user in. Those who need a change of clothes will turn to the right, after having passed the lifeguard offices, toward the dressing room entries. Included are five full-service ADA compliant gender-neutral changing rooms which offer a shower, toilet, and lavatory. The men's and women's locker areas contain toilets toward the entries and showers with the dressing areas toward the rear of each space. The rooms are envisioned to be 'open air' with only supplemental exhaust air needed to draw fresh air into the spaces. Also within the locker room 'block 'of space would be the first aid and lifeguard office, positioned to have excellent views of the bodies of water. Outdoor lockers and on-deck showers are provided at the dressing room entries.

The mechanical room 'block' west of the breezeway contains a multi-purpose room, pool equipment room, and storage area as well as a modest concession area. It is envisioned that the concessions will be supplemented by a controlled area set up for food trucks, which will provide the bulk of concessions for the center. The ability to access food outlets from both the paid (controlled) and non-paid sides of the perimeter fence will allow for community gathering spaces both outside and inside the aquatic environment. Directly adjacent to the concession outlets is a covered pavilion for shaded parties and general use.

Within the fence there are three main water attractions: the Splash Pad, the Activity Pool/ Lazy River, and the Multi -Use Lap and Exercise Pool.

Splash Pad

The Splash Pad is primarily an attraction for toddlers and younger children. It is comprised of spray features which arise directly out of the deck of the pool and do not sit in a body of water. It was expressed through stakeholder discussions, that the center could be themed with an agricultural aesthetic which would respond to the context of the community with its agricultural roots. Features could be themed like farm animals, tractors, windmills and the like to present a fun and unique experience to the younger users. While a definitive selection of features is not determined, elements could include:

- Geysers/ ground sprays
- Spray tunnels
- Free-standing soakers
- O- Rings/ Spiral Tunnel
- Water Cannons
- Tumble Buckets
- Tot slide

Activity Pool

The activity pool is the hub for excitement in the center. As designed it includes a zero-depth entry area, a quiet zone for the younger children, a multi-use sports pool with deeper water, a lazy river, and a two-flume slide tower (one tube slide and one body slide.) As with the Splash Pad, an agricultural theme could be implemented. Several amenities are envisioned to specifically attract the teen population, such as a climbing wall and water vortex. Other attractions which have not been specifically determined could include:

- Lily pad walk
- Basketball/ Volleyball
- Zip Line
- Bubble Pit
- Rain Drop
- Flow Curtain
- Pipe Shower
- Private Cabanas
- Lawn Area
- Lawn games
- Sun sails/ Umbrellas

Lap/Exercise Pool

To the right upon entry is the Lap and Exercise Pool Zone. This area is separated from the balance of the activity zone by a low landscaping wall and rolling gates. It is envisioned that this quieter zone can be closed off during hours of operation that are not compatible and reduce guarding need. Elements in this Zone such as a 1-meter diving board would be a draw for teens and adults as well. Other elements could include:

- Drop Slide
- Spa with fountain wall
- Log Roll
- Private Cabanas
- Shade Sails / Umbrellas
- Diving Board

As mentioned in the Site Selection Section of the study, one of the main reasons the Field Site was preferred was the ability to expand over time. An area of open space has been preserved on the west fence line extending to County Road 17 for future expansion. The exact programming need for such an expansion has not been determined, but this area of land will ensure the ability to do so as Johnstown continues to develop and grow in the decades to come.

AREA CALCULATION

ACTIVITY POOL WATER AREA	=	15,760 SF
LAP POOL WATER AREA	=	3,815 SF
SPA WATER AREA	=	575 SF
SPLASH PAD AREA	=	2,160 SF
TOTAL WATER AREA	=	22,310 SF
DECK TOTAL AREA	=	60,775 SF
BUILDING AREA	=	10,041 SF
TOTAL BATHER LOAD		600 LIMITED

ENLARGED SITE PLAN
JOHNSTOWN AQUATICS
Address: WELS COUNTY RD 46_Johnstown, COLORADO
Issued: NOV. 14, 2023

A102

6 – PROGRAM AREA SUMMARY AND COST OPINION

As the programming exercise neared completion, the Consulting Team began to assemble an opinion of anticipated costs associated with the project. The figures were derived from a number of sources and methods including historical data on a square foot basis, as well as real time costs of items experienced in the field for major aquatic elements. Because of the nature of many unknown aspect of the project such as soils conditions, existing utility locations, traffic patterns, as well as escalation projections, the costs contained in the report should be viewed as preliminary, based on 2023 market conditions, and subject to change. The soft cost figure contained here-in is a middle of the ground per cent which has been experienced with a project of this magnitude.

Johnstown Field Site Aquatics Complex

Concept Design - Preliminary Estimate of Construction Costs — 01/11/24

Item	Quantity	Unit	Unit Cost	Extension
Demo Work				
Misc existing demolition	1	ls.	$ 5	$ 120,000
			Subtotal	**$ 120,000**
SITE WORK				
Earthwork / Site Prep	6	Ac	$ 50,000	$ 300,000
Site Lighting	3	Ac	$ 25,000	$ 75,000
New Parking Paving / striping / signage / curb cuts	3	Ac	$ 200,000	$ 600,000
Storm Water Retention	1	ls.	$ 150,000	$ 150,000
Access Road Improvements	1	ls	$ 250,000	$ 250,000
Utility Service Extension	1	ls	$ 250,000	$ 250,000
			Subtotal	**$ 1,625,000**
LANDSCAPE & SOIL PREPARATION				
Canopy Tree (4-5" cal)	40	ea	$ 1,500	$ 60,000
Mid-size Tree	10	ea	$ 1,200	$ 12,000
Ornamental Trees (10" Ht. min) (min 10%)	6	ea	$ 1,750	$ 10,500
Sod	9,000	sf	$ 2	$ 18,000
Landscape Buffer Enhancement (North and between amenities)	12,000	sf	$ 4	$ 48,000
Planting beds (0.2ac soil, mulch, plant material)	4,000	sf	$ 8	$ 30,000
Irrigation	20,000	sf	$ 2	$ 40,000
Seeding (non ittigated areas)	100,000	sf	$ 0	$ 25,000
			Subtotal	**$ 243,500.00**
Pool Deck				
Concrete Pool Deck	60,775	sf	$ 8	$ 486,200
Pool Deck Drainage System	25,000	sf	$ 3	$ 75,000
Pool Deck Fencing	1,480	lf	$ 150	$ 222,000
Pool Deck Lighting	1	ls	$ 60,000	$ 60,000
			Subtotal	**$ 843,200**
SITE FURNISHINGS				
Shade Sails	6	ea	$ 12,000	$ 72,000
Cabanas	10	ea	$ 6,000	$ 60,000
Large Umbrellas	14	ea	$ 4,500	$ 63,000
Picnic / Pavilion Shade structure	1	ea.	$ 35,000	$ 35,000
Furniture	1	ls.	$ 50,000	$ 50,000
On Deck Lockers	1	ls	$ 3,250	$ 3,250
On Deck Showers	4	ls	$ 6,000	$ 24,000
			Subtotal	**$ 307,250**

POOLS AND FEATURES						
NEW OUTDOOR POOL						
Spray Pad	2,170	sf	$	357	$	774,690
4 Lane programming Pool	3,800	sf	$	550	$	2,090,000
Spa	460	sf	$	1,650	$	759,000
Activity Pool	22,000	sf	$	550	$	12,100,000
POOL AMENITIES						
Sprays & Geysers	1	ls.	$	75,000	$	75,000
Play Structure	1	ls.	$	250,000	$	250,000
1 M Diving Board	1	ea.	$	15,000	$	15,000
Lazy River Mechanical	1	ea.	$	60,000	$	60,000
Water Slide and Tower	1	ea.	$	425,000	$	425,000
Water Slide Mechanical	1	ea.	$	100,000	$	100,000
Vortex	1	ea.	$	25,000	$	25,000
POOL EQUIPMENT / FURNISHINGS						
Lifeguard Stands	5	ea.	$	4,000	$	20,000
Handicap Lift	2	ea.	$	8,000	$	16,000
Signage	1	ls.	$	25,000	$	25,000
				Subtotal	**$**	**16,734,690**
Dewatering (Not Needed)					$	-
POOL TOTAL					**$**	**16,734,690**
POOL HOUSE BUILDING AND MECHANICAL ROOM						
New Building Finished Area	5,530	sf	$	350	$	1,935,500
New Building Exterior Overhang at entry	781	ls	$	120	$	93,720
New Enclosed Storage and Pool Equipmenmt Building	3,730	sf	$	180	$	671,400
FF&E / Security / LV	1	ls.	$	150,000	$	150,000
				Subtotal	**$**	**2,850,620**
CURRENT DIRECT COST OPINION					**$**	**22,724,260**
					$	-
ESCALATION NOT INCLUDED					$	-
BID DATE DIRECT COST OPINION					**$**	**22,724,260**
GC COSTS						
Project General Conditions	6%				$	1,363,456
Construction Contingency	5%				$	1,136,213
Construction Contingency	14%				$	3,181,396

Item	Quantity	Unit	Unit Cost		Extension
Construction Contingency	5%			$	1,136,213
GC and SOFT COSTS				**$**	**6,817,278**
TOTAL CONSTRUCTION BUDGET				**$**	**29,541,538**

NOTES:		**$**	**29,541,538**

1. This cost opinion is preliminary and based on past experience. Actual costs will vary based on final design and scope.
2. Soft Costs may include but are not limited to: permitting, tap fees, testing, survey, design/ legal fees, and FF&E.

7 – OPERATIONS ANALYSIS

a. Operation Summary

All the information gathered to this point is used to develop an operational plan for the proposed facility. It is important to note again that B*K is an operational and planning firm. As such we provide third party, independent analysis regarding operations, and have no financial gain associated with the facility being built and/or operated.

B*K developed operational plans for the concept plan currently being developed by OLC and Counsilman-Hunsaker. The concept includes 3 bodies of water. The activity pool features a zero-depth pool, play structure, lazy river, vortex and tube water slide. The lap pool has 4 lanes with diving boards and separate exercise space. The spa is catered to adults. In addition the facility would have a runout water slide, splash pad, shade structures, rental cabanas, office, lifeguard space, locker rooms, concessions, and food truck area.

While this is a new pool within the market, alternative facilities exist within the area. Most of these facilities are indoor, and the outdoor pools do not have the amenities being considered for this center. While the amenities allow for a greater experience, the presence of other providers and preconceived notion of what a pool costs may challenge the operations.

B*K takes a conservative approach when developing operational plans for proposed facilities. For the operational portion of the study with the Town of Johnstown the following assumptions were made.

- The final concept plan could impact part-time staffing levels and site could influence revenue.
- The first year of operation will be 2026 or later.
- Seasons:
    - Outdoor Pool – 12 Weeks
- The presence of other providers in the market will remain the same.
- The operator of the facility is the Town of Johnstown. The plan, specifically full-time staffing, identifies the costs associated with a stand-alone facility.
- Full-Time compensation has been compared to the Colorado market.
- Part-time rates are based on front desk, concessions and pool attendants at $15.50/hr, lifeguards at $17.25/hr and lead lifeguards at $19.00/hr.
- Johnstown pays for water/sewer.
- No internal charge backs have been factored into this plan to account for; HR, IT Support, Building & Grounds, Marketing, etc.
- The operational plan is built from industry standards regarding staffing and best practices associated with aquatic operations.
- Bank charges are calculated at 3% of revenue generation expected to be from credit card usage.

Using the concept provided by OLC, B*K developed an operational plan for the aquatic center. Using the best information available, combined with the Town's operational goals, B*K created the following 5-year projection.

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$860,287	$868,889	$894,956	$921,805	$949,459
Revenue	$632,340	$663,957	$697,155	$711,098	$725,320
	($227,947)	($204,932)	($197,801)	($210,707)	($224,139)
Percentage w/ Capital	73.5%	76.4%	77.9%	77.1%	76.4%
Capital (cumulative)	$50,000	$100,000	$150,000	$200,000	$250,000

It is important to note that total expenses in this model reflect a $50,000 annual allocation to a capital sinking fund. That fund is dedicated to improvements/repairs needed at the aquatic center, not a full facility replacement.

Additional Recommendations

- With the investment Johnstown is considering for an aquatic operations, a full-time recreation position should be created. While the majority of their time will be spent with the pool, such a position would be able to assist in other aspects of recreational programming. In addition, due to the complexity and size of the maintenance and operations associated with this size of an aquatic center, a full-time maintenance position is recommended.
- Annual allocation for capital/equipment replacement. These funds would be set aside annually to accumulate allowing Johnstown to replace critical components of the pool operation without impacting the overall Town budget. Items typically include pumps, motors, heaters and other mechanical systems.
- Purchase/Lease recreation management software. A solution should be implemented to assist with program registration, admission management, facility reservations, and point-of-sale transactions. Many of these fully integrate to financial software and/or Town websites.
- Develop aquatic operations manual. The document should include items such as:
    - Staff schedules and attendance policy
    - Lifeguard expectations and rotations
    - Inservice training requirements
    - Incident management and reporting
    - Cash handling procedures

Additional Comments

There are potential ways to narrow the associated expenses, but not significantly. There are also ways to increase the revenue, but regardless of the methods employed it is the opinion of B*K that it will be extremely difficult in this market to recover the operating costs, let alone the operating costs plus the debt service. That is not to say that there isn't a market for these facilities and services, quite the contrary, but the market will struggle to financially support a facility.

While this plan was developed with the Town of Johnstown as the operator, the Town may choose to contract with another provider. The Town has existing relationships with the YMCA of Northern Colorado which currently operates the Johnstown YMCA adjacent to the proposed site of this aquatic center. Thompson Rivers Parks & Recreation District also serves Johnstown residents with recreational activities, and operates the outdoor pool in Milliken.

8 - OPERATION DETAIL

This section of the report analyzes the operation of the concept plan provided to B*K by OLC.

Outdoor Seasonal Family Aquatic Center

- Activity Pool (approximately 14,000 square feet)
  - Zero Depth Entry
  - Play Structure
  - Quiet Section
  - Active Section with AquaZip and/or other feature
  - Lazy River with tube slide, vortex and bubblepit
- Slide Tower
  - Runout slide
- Lap Pool (3,800 square feet)
  - 4-lane 25-yard Course
  - 1-meter Diving Boards
  - Exercise Area
- Spa (570 square feet)
- Splash Pad (2,300 square feet)
- Entry Building
  - Office
  - First Aid
  - Lifeguard Station
  - Locker Rooms
  - Family Changing Rooms
- Multipurpose Building
  - Classroom
  - Pool Equipment
  - Concessions
  - Storage
- Shade Structures
- Rental Cabanas
- Food Truck Area
- Parking with Drop Off

The assumptions above have been incorporated into the operations plan for the Town of Johnstown. Again, B*K takes a conservative approach when developing operational plans for proposed facilities.

In addition:

- 12 Weeks (include Memorial Day and Labor Day weekends)
  - Tue – Sun Noon – 8pm
- Season Pass Structure
  - Resident
    - Youth (2-17) $80
    - Adult $100
    - Household $260
    - Senior (65+) $80
  - Season Passes for non-residents would be 1.5 times the cost of residents
- Daily Admission Structure
  - Resident
    - Under 2 Free
    - Youth $8
    - Adult $10
    - Senior $8
  - Non-Resident rate would be 25% greater than residents
- Punch Pass Structure
  - Resident
    - Under 2 Free
    - Youth $72
    - Adult $90
    - Senior $72
  - Non-Resident rate would be 25% greater than residents
- Program Fees
  - Group Exercise Session $30
  - Learn to Swim $50
  - Birthday Parties $200
  - Dive In Movie $5.00/person
  - Little Swimmers $5.00/family
- Rental Structure
  - Lap Pool $300 for 2 hours
  - Activity Pool $800 for 2 hours
- Most of the maintenance would be handled by Town of Johnstown staff. B*K would recommend including winterizing and de-winterizing the new pool into the construction contract for at least the first 2 seasons.
- Full-time positions associated with maintenance are factored into the cost accounting model.
- The future pool operation would have a concession stand open during open swim hours. To maximize the revenue associated with the facility, food trucks would be accessible both from within the facility as well as outside allowing general public to access without paying admission to the pool.
- A Capital Improvement/Renovation Sinking Allocation of $50,000 annually has been included.
- The utilities were factored based on 20,600 sq. ft of water surface and 10,500 indoor sq. ft. space (bathhouse and mechanical).
- Expenses for water and trash were included.

Expense Model: The expense model has been built with the best information available at the time of the study. The model reflects recommendations from B*K as to how the Town might operate the facility in an efficient and effective manner.

Category	
Personnel	$501,286
Commodities	$119,639
Contractual	$189,361
Sub-Total	$810,361
Capital Replacement Allocation[6]	$50,000
Total Expense	$860,287

Revenue Model: The revenue model was built with the best information available at the time of the study. The model reflects how the Town might operate the facility with the intent of balancing cost recovery along with accessibility. It is important to note that the revenue figures do not reflect capacity.

Category	
Fees (passes/admissions)	$429,030
Programs	$56,270
Other[7]	$147,040
Total Revenue	$632,340

5-Year Projection: The following is a 5-year projection for the future operation. Year 1 is the first full season that the pool is available. The operation reflects reasonable weather patterns for all 5 years. The total operational expense includes the $50,000 allocated to improvement allocation.

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$860,287	$868,889	$894,956	$921,805	$949,459
Revenue	$632,340	$663,957	$697,155	$711,098	$725,320
	($227,947)	($204,932)	($197,801)	($210,707)	($224,139)
Percentage w/ Capital	73.5%	76.4%	77.9%	77.1%	76.4%
Capital (cumulative)	$50,000	$100,000	$150,000	$200,000	$250,000

[6] B*K would recommend the Town begin an improvement account for outdoor pool. $50,000 would be allocated annually to the account to build a balance that the Town could then access for pool improvements/repairs.
[7] The Other category includes concessions, birthday parties and rentals.

Full Time Staffing

It is the opinion of B*K that a full-time recreation position for aquatics is needed to accommodate the full operation. This position would spend the summer months overseeing the operations, and the shoulder seasons with start-up and limited access/use by swim team. Due to the number of seasonal staff required to operate the facility, a position dedicated to recruiting and retaining staff is critical. The operations will also have an impact on Public Works (parks maintenance), and a position may be necessary to adequately maintain the facility and surrounding area. One has been identified below and included in the overall expenses of the operation although these positions may be found in a different budget. This assumes that the facility is aligned with the current Town operations. As such there are no fees associated with HR, IT, landscaping, security, etc. If the facility were to operate as a true stand along operation, those numbers will need to be calculated into the operational expenses.

Positions	Pay Grade	Salary	Positions
Recreation Supervisor		$75,000	1
Maintenance Tech		$60,000	1
Benefit Factor	35%	$47,250	
Total		$182,250	

Part Time Staffing

Positions	Hourly Rate	Hours	Total
Pool Manager	$20.00	41	$10,530
Lead Lifeguard	$19.00	73	$18,031
Lifeguard	$17.25	732	$164,039
Lead Front Desk	$17.25	41	$9,082
Front Desk	$15.50	41	$8,161
Pool Attendant	$15.50	81	$16,322
Lead Concessions	$17.25	41	$9,082
Concessions	$15.50	41	$8,161
Pool Cleaner	$17.25	54	$18,630
Aquatic Programs			$20,076
Rentals Staff			$7,920
Benefit Factor	10.0%		$29,003
Total			$319,036

- B*K factored early arrival, late departure, for part-time staff to allow for setting the pool deck and provide training windows for lifeguards.
- In developing the operational plan B*K accounted for lifeguards being present whenever individuals were in the pool, regardless of if they were part of a practice, lesson, group exercise, etc.

NOTES:

- Although the season typically is 12 weeks, 13 full weeks of staffing has been included to account for orientation, training and assistance in opening/closing.
- Lifeguard training was not factored into the operational plan.
- Programs are not factored at capacity.
- Rentals are not factored in at capacity.
- Birthday parties are not factored in at capacity.
- It is the belief of B*K that Johnstown, or operator of the facility will be well versed in these programs and rental opportunities. As such the initial focus of the operation should be to provide these programs and services with excellent customer service. As the facility moves into years 2 and 3, they can add other specialty programs.

Projected Expenditures

Commodities/Service & Supplies	
Office supplies (forms, ID, etc.)	$1,000
Chemicals	$56,727
Maintenance/Repair/Materials	$5,000
Janitor Supplies	$8,000
Recreation supplies (LTS, Water Ex, Lap)	$5,000
Safety supplies (First Aid, rescue tubes)	$3,000
Uniforms	$4,500
Printing/Postage	$2,000
Concessions (food/supplies)[8]	$30,912
Other Misc. Exp.	$2,000
Fuel/Mileage	$1,500
Sub-Total	$119,639

Contractual	
Utilities	$93,354
Water/Sewer	$40,000
Trash	$5,000
Insurance (property & liability)	$7,780
Communications (phone)	$2,000
Contract services (HVAC, Fire Alarm, Misc)	$10,000
Equipment Maintenance	$3,000
Advertising	$5,000
Training	$4,000
Conference	$2,000
Membership Dues/subscriptions	$1,500
Bank charges	$14,228
Other	$1,500
Total	$189,361

Capital Replacement Fund	
Annual Allocation	$50,000
Sub-Total	$50,000

Totals	
Staffing	$501,286
Commodities	$119,639.00
Contractual	$189,361
Replacement Fund	$50,000
Total[9]	**$860,287**

The following revenue opportunities developed by B*K, are based on information provided by Johnstown, familiarity with the market, and experience as facility

[8] Factored at 50% of total revenue generation.
[9] This total does not include debt service.

operators. The projections are what B*K feels the department could anticipate achieving in year 1 of the operation.

Revenues

Category	
Fees	
Daily Admission	$332,000
Punch Pass & Season Pass	$14,220
Concessions/Vending	$82,810
Sub-Total	$429,030
Aquatic Programs	$56,270
Sub-Total	$56,270
Other	
Concessions	$28,800
Other Aquatic	$6,400
Birthday Parties	$28,800
Cabanas	$34,560
Sub-Total	$147,040
Total	**$632,340**

9 – NEXT STEPS

Methods to move the project forward and to procure funding need to be developed. We recommend that the current citizens advisory committee, comprised of volunteers from all walks of life who are interested in seeing that this project lives up to its complete potential, continue to serve in their current capacity. The advisory committee would be charged with conducting ongoing community engagement, fundraising, campaigning, seeking out partnerships for ongoing operations, and reporting back to the Governing Bodies with recommendations as well as delivering a clear message to the community.

A governance structure for the Aquatics Center should be created through careful consideration. This structure could include the partners that participated in the study, or a new group of partners comprised of some or all of the former partners as well as new potential entities. Additional operational and equity partners should be sought out and considered. In the event multiple partners come forward, the consulting team recommends the engagement of a partnership facilitator as well as a legal team seasoned in both partnership agreements and State of Colorado legal issues in formation of overlay/ special districts and or public/ private partnership agreements.

If there are proposed modifications to be made to existing tax basis which would cover costs of ongoing operations, maintenance, and construction, a public relations firm should be engaged to deliver clear and unbiased information to the voting public within the anticipated service area.

Full design services will also be needed, so that bid-ready construction documentation and specifications are prepared at the time that full funding is available.

We look forward to continuing to work with Johnstown to fulfill its current and future aquatics needs.

TOWN OF JOHNSTOWN AQUATICS CENTERS FEASIBILITY STUDY

Final Plan Presentation

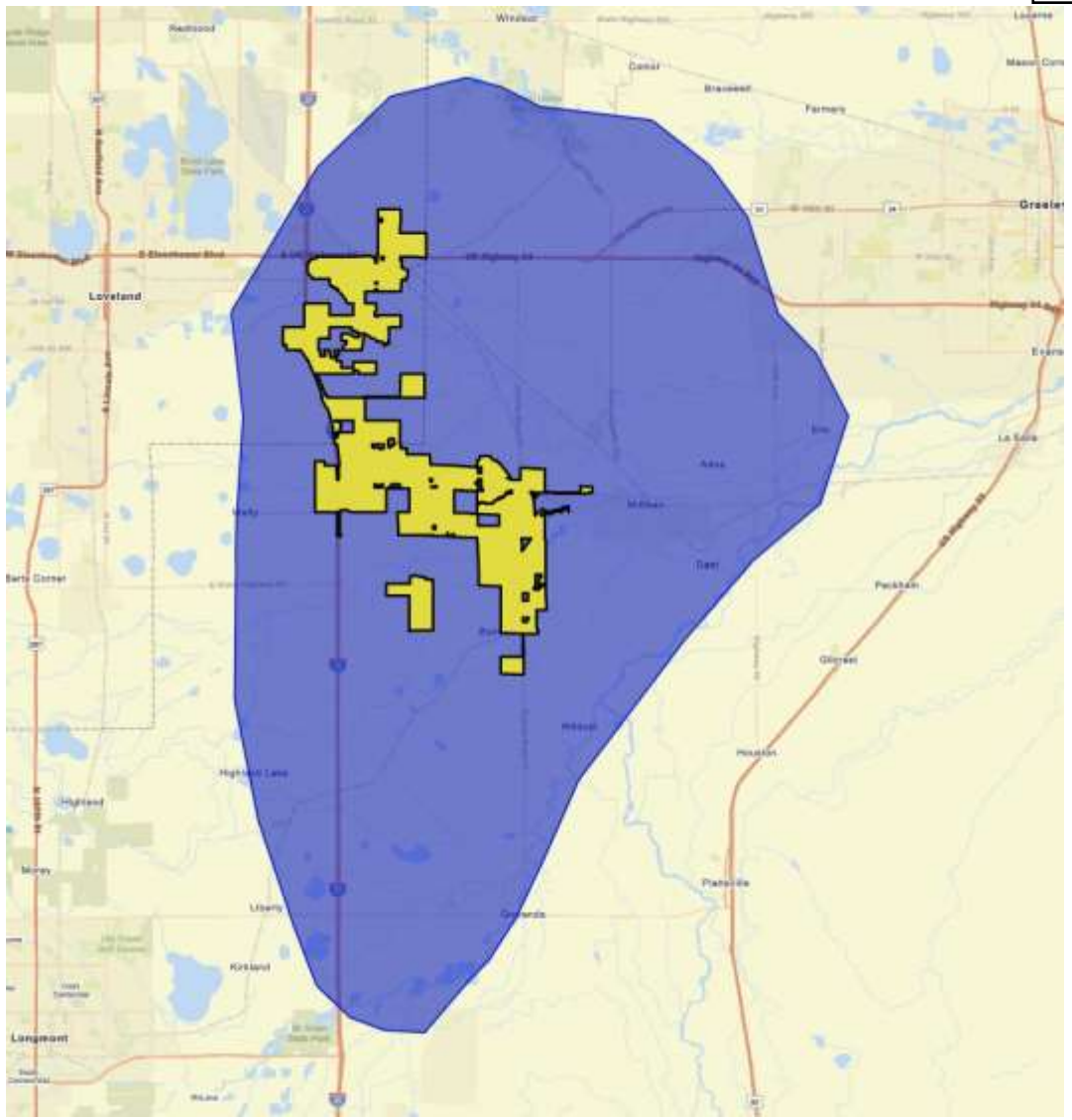
June 3, 2024

MARKET ANALYSIS

MARKET ANALYSIS

PRIMARY SERVICE AREA
Johnstown, CO

SECONDARY SERVICE AREA
15-minute Drive



MARKET ANALYSIS

DEMOGRAPHIC SUMMARY

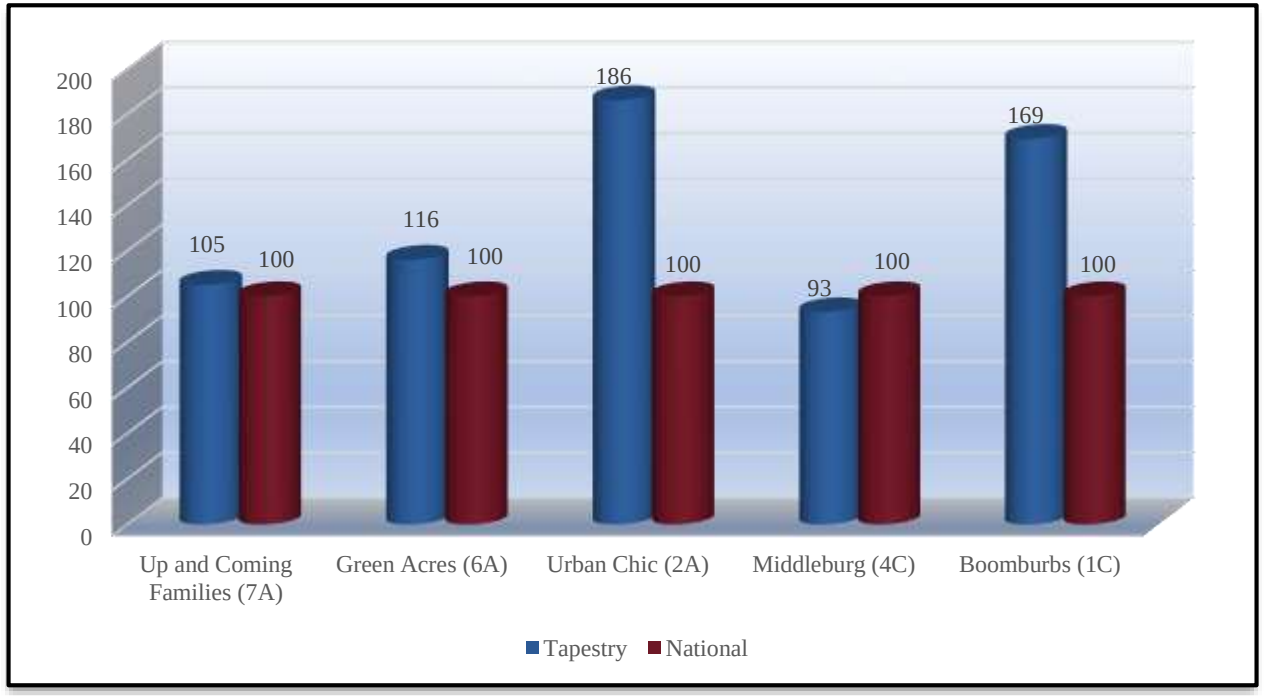
	Primary Service Area	Secondary Service Area
Population:		
2020 Census	17,303	48,021
2022 Estimate	18,221	54,732
2027 Estimate	20,380	60,305
Households:		
2020 Census	6,185	16,760
2022 Estimate	6,573	19,178
2027 Estimate	7,310	21,107
Families:		
2020 Census	4,491	12,613
2022 Estimate	5,186	15,191
2027 Estimate	5,756	17,581
Average Household Size:		
2020 Census	2.80	2.86
2022 Estimate	2.77	2.85
2027 Estimate	2.79	2.85
Ethnicity (2022 Estimate):		
Hispanic	16.5%	17.9%
White	81.2%	80.3%
Black	0.7%	0.7%
American Indian	0.9%	0.8%
Asian	1.6%	1.4%
Pacific Islander	0.1%	0.1%
Other	5.2%	5.8%
Multiple	10.4%	11.0%
Median Age:		
2020 Census	34.6	34.8
2022 Estimate	37.7	37.1
2027 Estimate	37.6	36.8
Median Income:		
2022 Estimate	$107,568	$106,991
2027 Estimate	$118,576	$118,007

[1] From the 2010-2020 Census, the Primary Service Area experienced a 5.18% increase in population.
[2] From the 2010-2020 Census, the Secondary Service Area experienced a 5.88% increase in population.

DEMOGRAPHIC SUMMARY

TAPESTRY SEGMENTATION	PRIMARY SERVICE AREA	
	PERCENT	CUMULATIVE PERCENT
Up and Coming Families (7A)	30.9%	30.9%
Green Acres (6A)	20.5%	51.4%
Urban Chic (2A)	14.9%	66.3%
Middleburg (4C)	12.2%	78.5%
Boomburbs (1C)	11.0%	89.5%

ENTERTAINMENT SPENDING



PARTICIPATION RATES IN PRIMARY SERVICE AREA

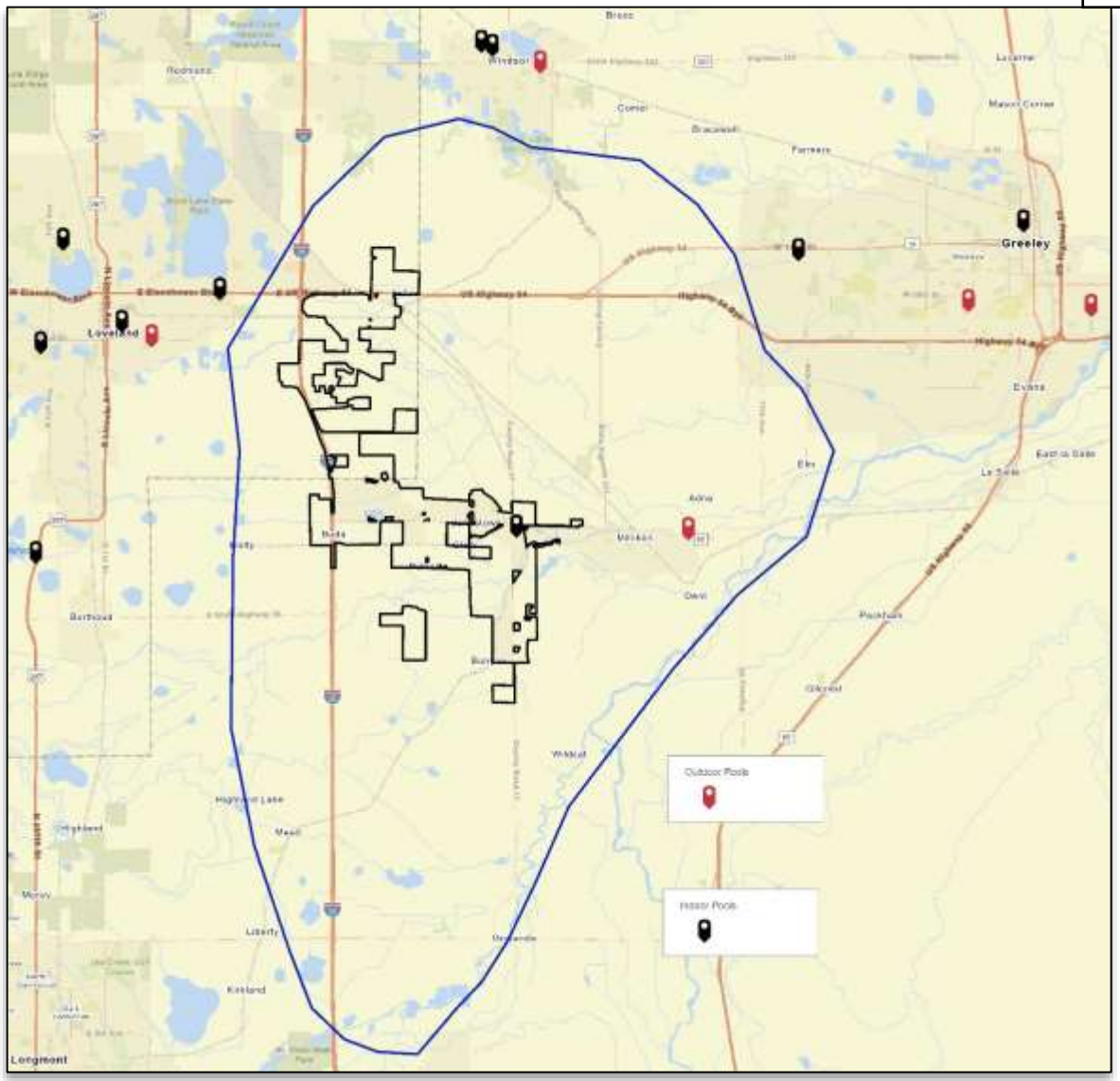
	Age	Income	Region	Nation	Average
Swimming	16.2%	19.5%	17.6%	15.6%	17.2%
Did Not Participate	20.8%	20.5%	20.1%	20.6%	20.5%

PARTICIPATION RATES IN SECONDARY SERVICE AREA

	Age	Income	Region	Nation	Average
Swimming	16.2%	19.5%	17.6%	15.6%	17.2%
Did Not Participate	20.9%	20.5%	20.1%	20.6%	20.5%

- Leisure / recreational aquatic activities
  - Zero depth entry, interactive play structures, slides, lazy rivers
- Instructional / fitness programming
- Therapy
- Social / relaxation
- Special events / rentals

- **OUTDOOR POOLS**
  - Milliken Water Works
  - Chimney Park Pool
  - Winona Outdoor Pool
  - Centennial Pool
  - Discovery Bay Waterpark
- **INDOOR POOLS**
  - Windsor HS Pool
  - Windsor Community Rec Center
  - Berthoud Recreation Center
  - Johnstown YMCA
  - Loveland HS Pool
  - Greeley Family FunPlex
  - Mountain View Aquatic Center
  - Chilson Recreation Center
  - Dick Hewson Aquatic Center



MARKET SUMMARY

MARKET SUMMARY

- Population - Facility would need to rely on secondary service area for participation
- Median Age – Lower than CO & US
- HH with Children – Higher than CO & US
- HH Income – Significantly Higher than CO & US
- HH Expenditures – Consistent with income

MARKET SUMMARY

- Tapestry segments exceed the national average for recreational participation
- Market potential for swimming exceeds the national number
- Recreational water focusing on families and children
- Lack of aquatic facilities in service areas

PUBLIC INPUT

PUBLIC INPUT

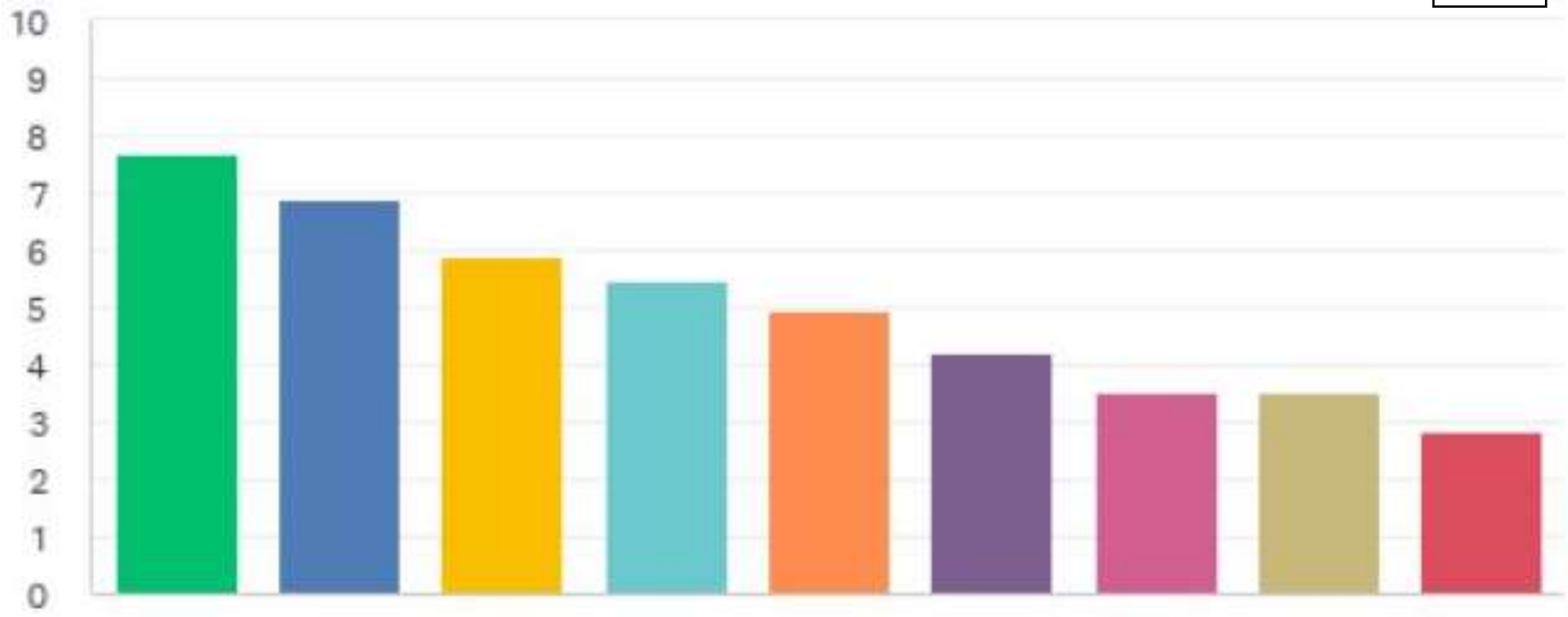
- 3-pronged Approach
- June 27, 2023 Public Meeting
- Online Survey
- Ongoing meetings and interaction with the Steering Committee

- Age group
- Household Age Demographic
- Current aquatic participation (seasonal)
- Desired amenities in a potential facility
- Dedicated hours by user groups
- Potential funding mechanism
- Preferred travel distance to facility
- How likely to recommend to others

PUBLIC INPUT

QUESTION –

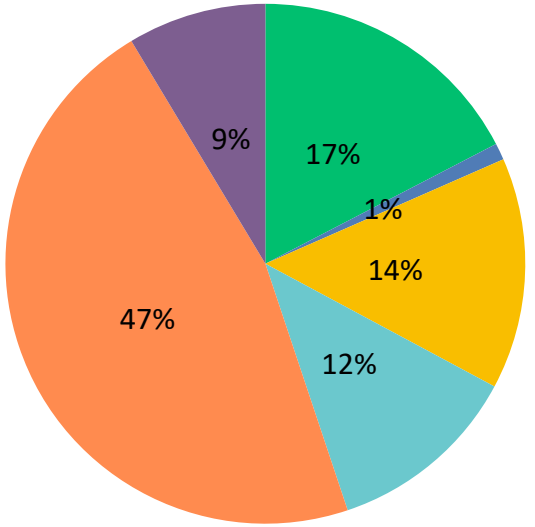
What types of amenities and features would you like to see in a new outdoor aquatic center?



1. Fun Pool with Slides
2. Lazy River
3. Children's Splash Area
4. Shade Structures and Seating
5. Lap Pool for Fitness
6. Diving Boards or Platforms
7. Climbing Wall
8. Snack Bar / Concessions
9. Aquatic Sports Courts

QUESTION –

How would you prefer to fund the construction of the pool?



- Sales tax increase – this would provide dedicated funding that comes from everyone who shops in Johnstown - residents and visitors alike.
- Property tax increase – this would provide dedicated funding that comes from Johnstown residents only.
- Donations and fundraising
- Corporate sponsorships
- Combination of the above
- Other (please specify)

SITE PLAN

SITE PLAN

CR 46 1/2
FENCE
SLIDES
SHADE
TUBES
CABANAS
PLAY STRUCTURE
ACTIVITY POOL
QUIET
VORTEX
CABANAS
EXERCISE
LAP POOL
LOCKERS
SPA
EXPANSION
BP
SPLASH PAD
DECK SHOWER
LAWN
PARKING
CR 17
QUEUE
PAV
FENCE
DROP OFF
FOOD TRUCKS
PARKING
TOTAL PARKING COUNT = 150
TO PARK
TO PARK
POTENTIAL OVER FLOW PARKING
AREA CALCULATION
ACTIVITY POOL WATER AREA = 15,760 SF
LAP POOL WATER AREA = 3,815 SF
SPA WATER AREA = 575 SF
SPLASH PAD AREA = 2,160 SF
TOTAL WATER AREA = 22,310 SF
DECK TOTAL AREA = 80,775 SF
BUILDING AREA = 10,041 SF
TOTAL BATHER LOAD 800 LIMITED

COST OPINION

COST OPINION

- Based on 2023 built cost facilities data and square foot costs
- Contains anticipated soft costs
- Contains owner contingency
- Contains contactor general conditions
- Contains contractor contingency

COST OPINION

Johnstown Field Site Aquatics Complex

Concept Design - Preliminary Estimate of Construction Costs

01/11/24

Item	Quantity	Unit	Unit Cost	Extension
Demo Work				
Misc existing demolition	1	ls.	$ 5	$ 120,000
			Subtotal	**$ 120,000**
SITE WORK				
Earthwork / Site Prep	6	Ac	$ 50,000	$ 300,000
Site Lighting	3	Ac	$ 25,000	$ 75,000
New Parking Paving / striping / signage / curb cuts	3	Ac	$ 200,000	$ 600,000
Storm Water Retention	1	ls.	$ 150,000	$ 150,000
Access Road Improvements	1	ls	$ 250,000	$ 250,000
Utility Service Extension	1	ls	$ 250,000	$ 250,000
			Subtotal	**$ 1,625,000**
LANDSCAPE & SOIL PREPARATION				
Canopy Tree (4-5" cal)	40	ea	$ 1,500	$ 60,000
Mid-size Tree	10	ea	$ 1,200	$ 12,000
Ornamental Trees (10" Ht. min) (min 10%)	6	ea	$ 1,750	$ 10,500
Sod	9,000	sf	$ 2	$ 18,000
Landscape Buffer Enhancement (North and between amenities)	12,000	sf	$ 4	$ 48,000
Planting beds (0.2ac soil, mulch, plant material)	4,000	sf	$ 8	$ 30,000
Irrigation	20,000	sf	$ 2	$ 40,000
Seeding (non ittigated areas)	100,000	sf	$ 0	$ 25,000
			Subtotal	**$ 243,500.00**
Pool Deck				
Concrete Pool Deck	60,775	sf	$ 8	$ 486,200
Pool Deck Drainage System	25,000	sf	$ 3	$ 75,000
Pool Deck Fencing	1,480	lf	$ 150	$ 222,000
Pool Deck Lighting	1	ls	$ 60,000	$ 60,000
			Subtotal	**$ 843,200**

COST OPINION

SITE FURNISHINGS						
Shade Sails	6	ea	$	12,000	$	72,000
Cabanas	10	ea	$	6,000	$	60,000
Large Umbrellas	14	ea	$	4,500	$	63,000
Picnic / Pavilion Shade structure	1	ea.	$	35,000	$	35,000
Furniture	1	ls.	$	50,000	$	50,000
On Deck Lockers	1	ls	$	3,250	$	3,250
On Deck Showers	4	ls	$	6,000	$	24,000
				Subtotal	**$**	**307,250**
POOLS AND FEATURES						
NEW OUTDOOR POOL						
Spray Pad	2,170	sf	$	357	$	774,690
4 Lane programming Pool	3,800	sf	$	550	$	2,090,000
Spa	460	sf	$	1,650	$	759,000
Activity Pool	22,000	sf	$	550	$	12,100,000
POOL AMENITIES						
Sprays & Geysers	1	ls.	$	75,000	$	75,000
Play Structure	1	ls.	$	250,000	$	250,000
1 M Diving Board	1	ea.	$	15,000	$	15,000
Lazy River Mechanical	1	ea.	$	60,000	$	60,000
Water Slide and Tower	1	ea.	$	425,000	$	425,000
Water Slide Mechanical	1	ea.	$	100,000	$	100,000
Vortex	1	ea.	$	25,000	$	25,000
POOL EQUIPMENT / FURNISHINGS						
Lifeguard Stands	5	ea.	$	4,000	$	20,000
Handicap Lift	2	ea.	$	8,000	$	16,000
Signage	1	ls.	$	25,000	$	25,000
				Subtotal	**$**	**16,734,690**
Dewatering (Not Needed)					$	-
POOL TOTAL					**$**	**16,734,690**

COST OPINION

POOL HOUSE BUILDING AND MECHANICAL ROOM						
New Building Finished Area	5,530	sf	$	350	$	1,935,500
New Building Exterior Overhang at entry	781	ls	$	120	$	93,720
New Enclosed Storage and Pool Equipmenmt Building	3,730	sf	$	180	$	671,400
FF&E / Security / LV	1	ls.	$	150,000	$	150,000
				Subtotal	**$**	**2,850,620**
CURRENT DIRECT COST OPINION					**$**	**22,724,260**
					$	-
ESCALATION NOT INCLUDED					$	-
BID DATE DIRECT COST OPINION					**$**	**22,724,260**
GC COSTS						
Project General Conditions	6%				$	1,363,456
Construction Contingency	5%				$	1,136,213
Construction Contingency	14%				$	3,181,396

OPERATIONAL ANALYSIS

OPERATIONAL ANALYSIS

- Best practices associated with aquatic operations
- Conservative approach
- Assumes first year of operations to be 2026 or later
- Town would be the operator
- Assumes 12-week period of operations
- Accounts for alternate providers in the market
- Accounts for wage structure in the market

OPERATIONAL ANALYSIS

- Assumes the town will pay for water and sewer
- No charge backs are contained for HR, AR/AP, it support marketing, etc.
- Annual subsidy within the normal range within the industry
- Allocation for future equipment replacement

ANTICIPATED EXPENSES AND REVENUE

ANTICIPATED EXPENSES AND REVENUE

	Year 1	Year 2	Year 3	Year 4	Year 5
Expenses	$860,287	$868,889	$894,956	$921,805	$949,459
Revenue	$632,340	$663,957	$697,155	$711,098	$725,320
	($227,947)	($204,932)	($197,801)	($210,707)	($224,139)
Percentage w / Capital	73.5%	76.4%	77.9%	77.1%	76.4%
Capital (cumulative)	$50,000	$100,000	$150,000	$200,000	$250,000

SUMMARY

SUMMARY

- The existing outdoor aquatic offerings in the service area currently below industry recommendations
- The survey suggests the most favorable method for funding would be a sales tax increase
- There will likely be the need for a subsidy for ongoing operations
- Both sites would provide space for the current programming needs of the service area

SUMMARY

- Field site would provide for future expansion and connectivity to existing facilities and future development within the overall site
- A plan for the field site was developed for logical future expansion
- A discussion is contained in the report regarding suggested future steps that can be taken to move the project forward

THANK YOU

Questions and Answers

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

TOWN COUNCIL WORK SESSION COMMUNICATION

AGENDA DATE: May 3, 2024

SUBJECT: Capital Project Fund

PRESENTED BY: Matt LeCerf, Town Manager

WORK SESSION ITEM DESCRIPTION:
During the April 15, 2024, Town Council meeting, the Town Council discussed funds within the Capital Project Fund and the use of those funds. In the FY2024 budget, funds were appropriated for the Downtown Sign Program. The amount appropriated was $1.229 million. A small portion of these funds has been used to finalize the existing signage programming and as has been mentioned previously, no other construction is current and active on the project. The estimated available funds to date is $1.2 million. Town Council requested this work session to identify potential projects and uses of the remaining appropriation from this project. Based on the Johnstown Municipal Code (JMC) Chapter 4 Revenue and Finances Article 3 states the following:

Sec. 4-39. - Capital Projects.

(1) There is hereby created a special fund, to be known as the Capital Projects Fund, for the acquisition of property and equipment, the construction of streets, walkways and bridges, the construction of public buildings and public infrastructure, and the planning and engineering studies to implement the above-mentioned capital facilities.
(2) There shall be transferred to the Capital Projects Fund all money, including investment income, from the existing Use Tax Capital Improvement Fund, which shall thereafter be abolished.
(3) Revenues shall be provided to the Capital Projects Fund from one percent (1%) of the use tax collected on building materials and construction materials utilized within the Town.

Since the Town Council has expressed interest in having a discussion about the potential alternative uses of these funds, the purpose of this work session is to provide and receive feedback from the Town Council about potential projects. Listed below are projects that have been presented to Staff by the Town Council for use of these funds.

Upgrade Parks for Children: Investments will be made in upgrading parks with safe, modern play equipment/upgrades and well-maintained green spaces for children. Three options are described below for consideration:

Aragon Park Playground Replacement:
In the FY2024 budget, the Town plans to replace the Aragon Park playground. The replacement would include a pour in place as well as installation of a new playground facility. The original budget planned for $350,000 from the Conservation Trust Fund (CTF). The Town has already received quotes for this job and tentatively plans on presenting it to the Council on May 6, 2024. The estimate received for this project is $395,000. Town Council may want to consider utilizing $50,000 of these funds to provide the remaining balance necessary to complete the project accordingly.

Cost: $400,000

RE-5J Playground Project:
You may recall, last year the Town Council met with the RE-5J School District (District or RE-5J) about a potential partnership at Pioneer Ridge Elementary (PRE). The School District is currently exploring the opportunity to replace its aging playground at PRE, which is approaching 20 years old. The Town owns land immediately adjacent to PRE and the School District inquired if the Town would be interested in a partnership to help create a new playground facility. The playground would serve both the School District and the Town's citizens by combining our funds and improve the potential for the District to pursue grant opportunities. The vision for the playground facility may cost up to $1.2 million. Funding amounts were not specifically identified during the work session last year. The Town may want to consider partnering on this project, subject to the School District receiving grants and use Town funds from the Capital Projects Fund as a matching component. If there is a desire to partner with the District, a contribution by the Town may be in the range of $100,000-200,000 for this project. Town Council can determine if the appropriation of funds would be without conditions or with conditions that may include an out-of-pocket match from the District at a 1:1 match.

Cost: $100,000 - $200,000

Westlake Park Playground Replacement:
In the FY2024 budget, the Town plans to replace the Westlake Park playground. The replacement would include a pour in place as well as installation of a new playground facility. The original budget planned for $350,000 from the Parks and Open Space Fund. The Town has

already received quotes for this job and tentatively plans on presenting it to the Council on May 6, 2024. Based on bids, the recommendation to Council is likely to consider an award of $492,000. Council may want to consider appropriating an additional $150,000 for this specific playground project.

Cost: $500,000

Signage & Monument Replacement:
There were several comments about signage at the entrances to the community, as well as addressing the current monument sign along the south side of Highway 60, west of Colorado Boulevard. The Town currently has a monument sign on Highway 60 as depicted in the attached picture. It is unclear if the desire would be to replace the monument sign at the same location or find an alternative location where the signage could be more regularly seen, given the speeds on Highway 60 and the need to pay close attention to traffic near the Highway 60 and Colorado Boulevard intersection. A component to enhance the signage received as feedback is to incorporate an LED sign. The LED would be used advertising and creating awareness for various programs, projects, meetings, and other informational purposes of Town activities to create better awareness for the community. The estimated project cost for replacement of the monument sign and installation of a new monument sign with LED is approximately $150,000. An example of one located in front of the Mead Town Hall is included. If the desire is to have more of a gateway entrance into the community, an example of other neighboring communities is also included in the attachments.

Cost: $150,000 (Monument Sign Only)

Town of Johnstown YMCA Recreation Center:
The Town has a management and operations agreement with the Northern Colorado YMCA. A request was provided to inquire with the YMCA if they have any elements that need to be upgraded or an event they would like to plan and coordinate that the Town could contribute towards.

Cost: Unknown

Country Acres/Sandra Drive Stormwater Improvements:
An identified priority by Town Council that Staff continues to work on in FY 2024 are the stormwater management improvements to the Country Acres/Sandra Drive area of Town. This project was included in the Project Overview of Council's Orientation. Based on project scope

alternatives, ranges for the project costs are between $3.6MM - $5.6MM. An option proposed would be to allocate a portion of the $1.2MM funding to this project.

Cost: $3.6MM - $5.6MM

Community Focused Event:
An idea was to have movie nights at the park. The events would be run through our new events coordinator. The concept would be to buy a large screen and projector & sound equipment. Maintenance costs should be minimal with the exception of the one-time purchase and acquisition of the equipment for the movie system. Systems can vary significantly based on the size of the screens, hence a range has been provided for cost.

Cost: $20,000 - $65,000

Senior Center Renovation/Improvements:
There were several comments about the Senior Center renovation/improvements. Certainly, the Town can make improvements to the Senior Center, but there needs to be better definition about what elements need to be upgraded at the location. Furthermore, it is important to consider that based on what level of improvements are made to the facility, the Town will need to evaluate the structure for asbestos. If asbestos is identified at the facility, before any construction can begin, the asbestos must be removed from the site. The qualifying metric based on information from the Colorado Department of Public Health and Environment, the trigger levels for Public and Commercial Buildings are: 260 linear feet on pipes; 160 square feet on other surfaces; or the volume equivalent of a 55-gallon drum. Additionally, any modifications would likely require the facility to be brought into ADA compliance. This includes all aspects of the facility include the bathrooms and other elements of ADA compliance. Understanding the expectations as previously mentioned should be thoroughly considered as the price for remodeling can become expensive quickly.

Renovation Cost: Unknown

While not fully evaluated yet, one alternative option that has been discussed was to trade properties (subject to an appraisal) VFW/American Legion and the existing Senior Center. The VFW/American Legion would receive the current community center/senior center and the Town would receive the VFW/American Legion property. The Town would subsequently demolish the VFW property and convert it into a parking lot for additional downtown parking. As part of the master park planning for the Letford property and the 60 acres donated to the Town at the southeast corner of Centennial Drive and Parish Avenue, one of the sites would incorporate a

new Community Center for the community to rent for events and other community needs as well as provide the older adult community with a new facility to utilize. The facility would provide more functional spaces for multi-use purposes.

New Building Cost: ~$350/sq. ft. for design and construction

Weekend Operations at Parish House:
Allocate funds for staffing and operations at the Parish House on weekends to enhance community services and engagement. It is important to note that this allocation of funds would need to be appropriated from the general fund since personnel are not classified as capital. In 2023, the Parish House received ~75 visitors and in 2024 has received ~28 visitors. Cost burden below is based on a weekend period only, 8 hours each day, all year.

Cost: $20,000 annually

Letford Property:
The Town intends to receive the Letford Property from the RE-5J school district. When that will occur, is not completely clear, but we hope in the next few months. The property does not have clear title and attorneys are currently working on remedying this issue. After the property is conveyed over to the Town, Staff intends to issue a Park Site Specific Master Plan RFP for the Letford Elementary School Site and the Town property at the southeast corner of WCR 17 and WCR 46.5. This will have a large community feedback component to ensure that we plan these sites for park and recreation activities that the community desires. We hope to have the plan completed by the end of the 2024 calendar year. This project was anticipated to occur last year, but based on community feedback, Town Council initiated a Pool Financial Feasibility Study. Given the potential that the pool project may be on one of these two sites, the Park Plan RFP was placed on hold until completion of the study. The estimated cost of the park master plan is provided below.

Cost: $150,000

Open Space Program:
An interest was expressed for an Open Space Program. The problem is there is currently no viable funding mechanism for this program given the other services in the Town. As an alternative, Council may want to consider a Parks & Open Space Sales Tax. If considered, Council would be well served providing for its greatest flexibility – operations, maintenance and capital/land acquisition. Any sales tax initiative would need to go to the voters for approval. The

next available date for an election would be coordinated with the County in November 2024 and the process is as follows:

July 15	Last meeting for Town Council resolution approval of coordination for November election
July 26	Last Day to notify the County Clerk of participation in General Election
August 5	First reading of ballot question ordinance to Town Council
August 19	Last day for Council to approve IGA with Counties
August 19	Second reading of ballot question ordinance to Town Council
August 27	Last day to sign County IGA
November 5	Election Day

Downtown Facade Program:
A desire for a Downtown Façade Program to spruce up, striped/colorful awnings, bright paint or a unique look. The Town currently does have a façade grant program in place. Currently, there is about $22K available for downtown businesses and $30K was approved in FY 2024. All grants are awarded on a 50/50 matching basis. A maximum of $10,000 per facade is available. A one-time grant up to $1,000, in addition to the facade grant, is available for signage that meets the Eligible Improvements requirements. Grants are intended to encourage private investment downtown, preserve the special characteristics of, and encourage new investment in, downtown businesses and promote business activity.

Cost: $30,000 annually

Utilize the funds for the Outdoor Pool Project:
The Town is nearing completion of the Pool Financial Feasibility Study which was requested by the Community and approved by contract in 2023. A presentation is expected to Town Council on June 3. The two sites that were evaluated are the Letford site and the Town property at the southeast corner of Centennial Drive and Parish Avenue. Based on the study, Staff will be asking the Town Council for guidance; if Staff is to proceed with design and construction of the pool project or not.

Cost: Unknown

Road Repair Maintenance:
An allocation requesting funds for road repairs was requested. As detailed below, several topic related to road construction were introduced in the feedback from Town Council.

Full Depth Road Patching and Pavement Maintenance Program:

The Town will bring full-depth road patching in-house. It is important to note, this is not the traditional milling and overlay of road surfaces for long sections of roadway. Instead, this will address utility repair areas of roadways and enhanced maintenance of potholes that will establish longer lasting and more permanent road sections. The general size of these repairs can be up to 12' X 12' in size. This will be an initiative Staff will pursue in the second half of the year, because this will require both hiring of additional team members and procurement of specialized equipment to perform the work. The equipment will have lead time on delivery before we can begin with this service. The total cost for equipment and materials to initiate this programming is roughly $350,000.

It is important to note, this will not replace the regular Pavement Maintenance Programming (PMP) and roadway overlays which is approved in 2024 at $2.2MM. From the PMP programming, awarded to date was roughly $450K for concrete and drain pan work across roadways leaving approximately $1.75MM. The PMP program for 2024 is currently out to bid and will likely be recommended to Council for an award on June 3.

Pave Weld County Road 46 from WCR 17 to WCR 13:
An allocation of funds for the paving of WCR 46 from Parish Avenue to Colorado Blvd. was requested. With the introduction of the new High School as well as the desire to find an alternative route south of Highway 60, the use of WCR 46 has certainly increased. In general (similarly to trail development), as development occurs, the developer is responsible for the installation of new roadways on and adjacent to their property. There are two development in various stages adjacent to WCR 46 that will ultimately have the obligations for about 75% of this section of roadway. This will leave a remaining section of the roadway that the Town will be obligated to complete until the adjacent properties develop and the Town can be reimbursed for the costs or at that time require the roadway to be widened to 4/5 lanes. In general, a 1-mile section of road with stormwater improvements is about $3MM.

Alternatively, if Council wants to push forward and request reimbursement from the developers Staff can, however proper agreements need to be in place and Town Council will need to determine the source of funding for the project.

Cost: $6,000,000

Intersection of Roosevelt Parkway and Colorado Boulevard
On the south side of Highway 60, the Town is working to analyze the intersection of Roosevelt Way and Colorado Boulevard. Since the introduction of the new High School, traffic has increased substantially. While development agreements obligate the adjacent property owners to make the necessary improvements to the intersection, the Town hired a transportation engineer who evaluated options for either a signalized intersection or a roundabout. Based on their study, the recommendation was to install a double roundabout. Looking forward, Staff plans to

coordinate design and construction of this improved intersection with the obligated parties. Construction will likely occur in the summer of 2025 when school is out of session to minimize the impacts to school traffic. The Town anticipates taking a lead on this project and requiring reimbursements in various stages of the design and construction.

Cost: $3,000,000

Restore Historic Elements and Refurbish Wayfinding Signs:
Dedicate resources to repaint and restore historic light posts and the old clock, alongside updating wayfinding signs to aid navigation and preserve our cultural heritage in Johnstown. Regarding the existing wayfinding signage that is dated and faded, it may be more appropriate to replace the faces of the wayfinding for a new fresh look. For the period light poles, the Town recently partnered with Xcel Energy to repaint a number of these in the Rolling Hills Ranch Subdivision. There is estimated to be about 50 ornamental lights in downtown. To support this enhancement in the downtown, costs were derived from a project last year on a per light pole basis with an inflationary adjustment.

Cost: $400 per light

Trail Development:
There were several references to trail development in Town. Below is an overview of the projects in process currently and additional suggested trail sections suggested. There are funds in the FY 2024 budget in the amount of $1MM for trail development. A portion is being utilized for the Little Thompson River Trail (LTRT) project, estimated at about $400,000 total between the two phases listed below, leaving approximately $600,000.

Little Thompson River Trail (LTRT):
This project has been ongoing now for several years and has experienced many speed bumps. Those challenges include environmental, endangered species, easement acquisition, and groundwater permitting issues. In the area where the trail section is not complete, ground water is percolating to the surface making installation of the final concrete section impossible until a location is identified to take the water and discharge it back to the river, as well as receive a permit from the Division of Water Resources (DWR).

Given this delay, Colorado Department of Transportation (CDOT) and Northern Front Range Metropolitan Planning Organization (NFRMPO) have authorized for Staff to close out the project and the remaining balance of the project will be the responsibility of the Town to complete. Project closeout is expected to take 45-60 days based on federal requirements. All grant funding has been received or is in retainage at this time.

Following full closure of the project with the NFRMPO and CDOT, Staff will bid the final project segment as a separate contract which we anticipate to authorize administratively. The hope is to complete the project by the end of the calendar year and the cost shown below is the estimated remaining balance necessary to complete the project.

Cost: $250,000

Little Thompson Bridge Trail Project:
This project is separate but connected to the LTRT project referenced above. This project includes the fabrication of a pedestrian bridge crossing the Little Thompson River that will be completely separate from Centennial Drive. This will create a full connected segment from the Outlook Subdivision to Parish Avene, including but not limited to the Downtown and Recreation Center.

Cost: $325,000

Connectivity to Downtown:
A desire to see connectivity from Rocksbury Ridge to Downtown was expressed. In general, as development occurs, the developer is responsible for the installation of sidewalks on and adjacent to their property. Notwithstanding this approach, it is possible to achieve this project. In total, there is about 6,500 linear feet of sidewalk that has yet to be completed on the north side of Highway 60 to the Downtown. From the 6,500 linear feet, just shy of 3,000 feet is outside of Town limits and 3,500 feet is inside Town limits. There exists at least one known ditch crossing associated with the project. The Town's standard sidewalk section is 10' wide by 6" thick concrete and a general cost for this is about $200/linear foot. The cost estimate displayed only includes construction of the pathway and does not include permanent and temporary construction easements as well as permitting and construction costs to cross the ditch if permitted.

Cost: $1,300,000

Savings:
As options was proposed to save the money as a contingency fund.

Reviewed and Approved for Presentation,

Town Manager

Signage & Monument Replacement:

Current Monument Sign on Highway 60

Monument Signage with LED

Gateway Example

Gateway Example

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Capital Projects Fund – $1.2 Million Re-Appropriation

ACTION PROPOSED: Consider Appropriating Funds from the Capital Projects Fund for Other Priorities

ATTACHMENTS: 1. Work Session Communication from May 3, 2024

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On May 3, 2024, the Town Council held a work session to discuss the reappropriation of existing funds that are included in the Capital Project Fund. There is approximately $1.2 million existing in the FY 2024 budget and Town Council requested options and ideas for other uses for this appropriation. Included as an attachment to this communication is the May 3, 2024 Work Session Memo, which outlined potential and initial alternatives provided to and by Town Council. This did not represent a fully exhaustive list of all options, but it did include the ideas received from Council. Based on the feedback received, the most favorable options are as follows:

- *Historical improvements and Wayfinding* – Dedicate resources to repaint and restore historic light posts and replace the downtown old clock, alongside updating wayfinding signs to aid navigation and preserve our cultural heritage in Johnstown. Regarding the existing wayfinding signage that is dated and faded, it may be more appropriate to replace the faces of the wayfinding for a new fresh look. For the period light poles, the Town recently partnered with Xcel Energy to repaint a number of these in the Rolling Hills Ranch Subdivision. There is estimated to be about 50 ornamental lights in downtown. To support this enhancement in the downtown, costs were derived from a project last year on a per light pole basis with an inflationary adjustment. Additional costs for wayfinding elements and the clock replacement

(keeping time on this unit has been difficult) still need to be explored and secured). I feel this project and investment can become really expensive pretty quickly based on how dynamic the Council would like to be with ideas.

- *Parish House* – Allocate funds for staffing and operations at the Parish House on weekends to enhance community services and engagement. It is important to note that this allocation of funds would need to be appropriated from the general fund since personnel are not classified as capital. In 2023, the Parish House received ~75 visitors and in 2024 has received ~28 visitors. Cost burden below is based on a weekend period only, 8 hours each day, all year by a single individual. While there was a discussion regarding the need for multiple people to operate the facility for the public, it is not clearly understood why this needs to be the model in which we operate and further understanding may be necessary.

- *LED Signage* – There were several comments about signage at the entrances to the community, as well as addressing the current monument sign along the south side of Highway 60, west of Colorado Boulevard. It is unclear if the desire would be to replace the monument sign at the same location or find an alternative location where the signage could be more regularly seen considering the speeds on Highway 60, and the need to pay close attention to traffic near the Highway 60 and Colorado Boulevard intersection. A component to enhance the signage received as feedback is to incorporate an LED sign. The LED would be used advertising and creating awareness for various programs, projects, meetings, and other informational purposes of Town activities to create better awareness for the community. The estimated project cost for replacement of the monument sign and installation of a new monument sign with LED is approximately $150,000. An example of one located in front of the Mead Town Hall is included (see work session packet. If the desire is to have more of a gateway entrance into the community, an example of other neighboring communities is also included in the attachments.

- *Playground Improvements (Aragon and West Lake Parks)* – In the FY2024 budget, the Town plans to replace the Aragon Park and West Lake playgrounds. The replacement would include a pour in place as well as installation of a new playground facility. The original budget planned for $350,000 from the Conservation Trust Fund (CTF) for Aragon and $350,000 for West Lake Park. The estimates received for the projects are $395,000 and $492,000 respectively. The Town Council awarded both of these projects on May 6, 2024 during the regular meeting. Town Council is encouraged to consider utilizing $50,000 of these funds for Aragon Park and $150,000 for West Lake Park to provide the remaining balance necessary to complete these two playground projects accordingly.
- *Downtown Façade* – A desire for a Downtown Façade Program to spruce up, striped/colorful awnings, bright paint or a unique look. The Town currently does have a façade grant program in place. Currently, there is about $22K available for downtown businesses and $30K was approved in FY 2024. All grants are awarded on a 50/50 matching basis. A maximum of

$10,000 per facade is available. A one-time grant up to $1,000, in addition to the facade grant, is available for signage that meets the Eligible Improvements requirements. Grants are intended to encourage private investment downtown, preserve the special characteristics of, and encourage new investment in, downtown businesses and promote business activity. More detail and greater understanding of what you would like to do in this context is needed to provide more appropriate cost estimates.

- *Community Events* – An idea was to have movie nights at the park. The events would be run through our new events coordinator. The concept would be to buy a large screen and projector & sound equipment. Maintenance costs should be minimal with the exception of the one-time purchase and acquisition of the equipment for the movie system. Systems can vary significantly based on the size of the screens, hence a range has been provided for cost.

- *Senior Center* – There were several comments about the Senior Center renovation/improvements. Certainly, the Town can make improvements to the Senior Center, but there needs to be better definition about what elements need to be upgraded at the location. Furthermore, it is important to consider that based on what level of improvements are made to the facility, the Town will need to evaluate the structure for asbestos. If asbestos is identified at the facility, before any construction can begin, the asbestos must be removed from the site. The qualifying metric based on information from the Colorado Department of Public Health and Environment, the trigger levels for Public and Commercial Buildings are: 260 linear feet on pipes; 160 square feet on other surfaces; or the volume equivalent of a 55-gallon drum. Additionally, any modifications would likely require the facility to be brought into ADA compliance. This includes all aspects of the facility include the bathrooms and other elements of ADA compliance. Understanding the expectations as previously mentioned should be thoroughly considered as the price for remodeling can become expensive quickly.

  Staff is currently completing a Request for Proposal to site plan both the Letford and Centennial Park. As part of this site planning, Council may want to consider advocating for the inclusion of a new Senior and Youth Center that can meet the needs of our community for both demographics. Council may desire to include funding for this programming regardless for the existing facility improvements, but currently no funding has been recommended.

- *RE-5J Playgound* – You may recall, last year the Town Council met with the RE-5J School District (District or RE-5J) about a potential partnership at Pioneer Ridge Elementary (PRE). The School District is currently exploring the opportunity to replace its aging playground at PRE, which is approaching 20 years old. The Town owns land immediately adjacent to PRE and the School District inquired if the Town would be interested in a partnership to help create a new playground facility. The playground would serve both the School District and

the Town's citizens by combining our funds and improve the potential for the District to pursue grant opportunities. The vision for the playground facility may cost up to $1.2 million. Funding amounts were not specifically identified during the work session last year. The Town may want to consider partnering on this project, subject to the School District receiving grants and use Town funds from the Capital Projects Fund as a matching component. If there is a desire to partner with the District, a contribution by the Town may be in the range of $100,000-200,000 for this project. Town Council can determine if the appropriation of funds would be without conditions or with conditions that may include an out-of-pocket match from the District at a 1:1 match.

Below is a table that shows a recommended allocation of this funding to the various projects based on descriptions. Council can certainly deviate from the that is provided but it is suggested than if Council desires to do something other than what the initial appropriations were used for, it would be recommended to provide this in a formal motion that would ultimately be considered by Council.

Project	Estimated Cost	Notes
Historical Improvements and Wayfinding	$450,000	
Parish House	$20,000	Capital Projects Funding cannot be used for this purpose. General Fund only.
LED Signage	$200,000	
Playground Improvements (Aragon and West Lake Parks)	$200,000	
Downtown Façade	$0	Additional Façade funding can be appropriated, but there still exists $22K in the FY 2024 budget for projects.
Community Events	$65,000	Start-up costs for the equipment only.
Senior Center	$0	Subject to the Master Site Planning of Letford and Centennial Park Site RFP
RE-5J Playground	$100,000	Funding could be appropriated subject to matching funds by the District (not inclusive of grants)
TOTAL	$1,035,000	

STRATEGIC PLAN ALIGNMENT:

Organizational Excellence & Public Trust

- *Strengthen public trust and confidence*
- *Engage, inform and involve the community*

- Safe & Welcoming community
  - *Partner in creating more community based, community service and action opportunities*
- Healthy & Resilient Economy
  - *Invest in the development of a vibrant and interconnected downtown*
- Natural & Built Environment
  - *Expect and encourage community centered design*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities*

LEGAL ADVICE:

Not Applicable.

FINANCIAL ADVICE:

Funding for these projects with the exception of the Parish House operations could be obligated within the Capital Projects Fund based on current appropriations.

RECOMMENDED ACTION: Staff supports the ideas contained in this memorandum and welcomes additional thoughts and ideas.

SUGGESTED MOTIONS:

For Approval: I move to approve the appropriation of funds based on the projects listed above in the table in the amounts proposed.

For Approval Alternative: I move to approve the appropriation of funds based on the projects as stated herein: [Project ……., Project……., Project……in the total amount of $XXXXXX].

For Denial: I move to deny the use of the Capital Project Funds in totality.

Reviewed and Approved for Presentation,

Town Manager

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Public Hearing – New Hotel & Restaurant License Application for Sexy Sammies, LLC

ACTION PROPOSED: Consider the Liquor License Application

ATTACHMENTS:
1. Application for a New Hotel & Restaurant License
2. Results of the Needs and Desires Petition
3. Report from Police Department
4. Order Granting License
5. Vicinity Map
6. Preliminary Findings
7. Affidavit of Posting

PRESENTED BY: Hannah Hill, Town Clerk

AGENDA ITEM DESCRIPTION:
This item is a public hearing to receive comments regarding the proposed Hotel & Restaurant (H&R) License for Sexy Sammies, LLC doing business as Sexy Sammies, located at 4904 Larimer Parkway, Unit 4. When approving or denying an application, the Council acts as the local licensing authority and must consider if the reasonable requirements of the defined neighborhood are not presently being met by existing establishments, the desires of the adult inhabitants, and the number, type and availability of other similar liquor establishments located in or near the petitioned neighborhood as well as the moral character of the applicants.

Staff received the application on April 4, 2024, which is included in Council's packet. The application is a concurrent review and there have been no concerns noted from the State Department of Revenue. The Needs and Desires Petition was received from the Applicant on May 21, 2024, and Council can review the report in Attachment 2. Staff does want to note after verifying the petition, 39 total signatures were returned, all in favor.

Should Council approve the license, Staff will continue working with the Department of Revenue and various Town departments to ensure all approvals and permits are met prior to the Applicant receiving the license.

STRATEGIC PLAN ALIGNMENT:

Healthy & Resilient Economy

- *Drive projects and initiatives that promote Johnstown as a premier destination for business*
- *Cultivate local and regional partnerships that ensure the long-term success and growth of Northern Colorado*
- *Support the local labor market and work with partners to grow diverse employment opportunities*

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted and prepared the order attached to this item.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Consider issuing a Hotel & Restaurant Liquor License to Sexy Sammies, LLC dba Sexy Sammies.

SUGGESTED MOTIONS:

For Approval:

I move to approve the Hotel & Restaurant Liquor License to Sexy Sammies.

For Denial:

I move to deny the Hotel & Restaurant Liquor License to Sexy Sammies.

Reviewed and Approved for Presentation,

Town Manager

DR 8404 (02/20/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☐ **Paid by check** ☐ **Paid online** **Uploaded to Movelt on** Date

☐ **New License** ☒ **New-Concurrent** ☐ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:** *SBG.Colorado.gov/Liquor*

1. Applicant is applying as a/an ☐ Individual ☒ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation	FEIN Number
SEXY SAMMIES, LLC	88-3693839

2a. Trade Name of Establishment (DBA)	State Sales Tax Number	Business Telephone
SEXY SAMMIES	95408767	(720) 244-6107

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
4904 LARIMER PARKWAY, UNIT 4

City	County	State	ZIP Code
JOHNSTOWN	WELD	CO	80534

4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
912 9TH AVE	GREELEY	CO	80631

5. Email Address
edie@eatCHG.com

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A	**Nonrefundable Application Fees***
☐ Application Fee for New License	$1,100.00
☒ Application Fee for New License w/Concurrent Review	$1,200.00
☐ Application Fee for Transfer	$1,100.00

Section B	**Liquor License Fees***
☐ Add Optional Premises to H & R	$100.00 X _____ Total _____
☐ Add Related Facility to Resort Complex	$75.00 X _____ Total _____
☐ Add Sidewalk Service Area	$75.00
☐ Arts License (City)	$308.75
☐ Arts License (County)	$308.75
☐ Beer and Wine License (City)	$351.25
☐ Beer and Wine License (County)	$436.25
☐ Brew Pub License (City)	$750.00
☐ Brew Pub License (County)	$750.00
☐ Campus Liquor Complex (City)	$500.00
☐ Campus Liquor Complex (County)	$500.00
☐ Campus Liquor Complex (State)	$500.00
☐ Club License (City)	$308.75
☐ Club License (County)	$308.75
☐ Distillery Pub License (City)	$750.00
☐ Distillery Pub License (County)	$750.00
☐ Hotel and Restaurant License (City)	$500.00
☐ Hotel and Restaurant License (County)	$500.00
☒ Hotel and Restaurant License w/one opt premises (City)	$600.00
☐ Hotel and Restaurant License w/one opt premises (County)	$600.00
☐ Liquor–Licensed Drugstore (City)	$227.50

Section B (Cont.)	**Liquor License Fees***
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$30.00
☐ Manager Registration - Tavern	$30.00
☐ Manager Registration - Lodging & Entertainment	$30.00
☐ Manager Registration - Campus Liquor Complex	$30.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License--Additional (City)	$227.50
☐ Retail Liquor Store License--Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50
☐ Retail Liquor Store (County)	$312.50
☐ Tavern License (City)	$500.00
☐ Tavern License (County)	$500.00
☐ Vintners Restaurant License (City)	$750.00
☐ Vintners Restaurant License (County)	$750.00

Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number	Liability Date	License Issued Through (Expiration Date)	**Total**
			$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit:** *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information
- ☐ A. Applicant/Licensee identified
- ☐ B. State sales tax license number listed or applied for at time of application
- ☐ C. License type or other transaction identified
- ☐ D. Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises
- ☒ A. No larger than 8½" X 11"
- ☐ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ C. Separate diagram for each floor (if multiple levels)
- ☐ D. Kitchen - identified if Hotel and Restaurant
- ☐ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)
- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☒ B. Lease in the name of the applicant (or) (matching question #2)
- ☐ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents
- ☐ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.
  Do not complete fingerprint cards prior to submitting your application.
  The Vendors are as follows:
  IdentoGO – *https://uenroll.identogo.com/* Phone: 844-539-5539 (toll-free)
  Colorado Fingerprinting – *http://www.coloradofingerprinting.com*
  Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*
  Phone: 720-292-2722 Toll Free: 833-224-2227
  Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
  https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
- ☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)
- ☐ A. Form DR 4679
- ☐ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)
- ☐ A. Certificate of Incorporation
- ☐ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)
- ☐ A. Partnership Agreement (general or limited).
- ☐ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)
- ☐ A. Copy of articles of organization
- ☒ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application
- ☒ A. $30.00 fee
- ☐ B. If owner is managing, no fee required

Name	Type of License	Account Number
SEXY SAMMIES, LLC	RESTAURANT & HOTEL	9548767

	Yes	No
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	☐	☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	☐	☒
b. Had an alcohol beverage license suspended or revoked?	☐	☒
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____	☐	☒
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	☐	☒
or		
Waiver by local ordinance?	☐	☐
Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE**: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☐
13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☐
b. Are you a Colorado resident?	☐	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.	☒	☐
15. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?	☒	☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____		
a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:		

Landlord	Tenant	Expires
BELFIORE PROPERTIES WEST LLC	SEXY SAMMIES LLC	05/31/2029

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.	☐	☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".		

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
N/A				

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	☐	☒
Number of additional Optional Premise areas requested. (See license fee chart)		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		

Name	Type of License	Account Number
SEXY SAMMIES, LLC	HOTEL RESTAURANT	9548767

19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? ☐ ☐
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? ☐ ☐

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? ☐ ☐

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? ☐ ☐

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) ☐ ☐

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education? ☐ ☐

b. Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

23. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☐ No ☐

25. Related Facility - Campus Liquor Complex applicants answer the following: ☐ ☐

a. Is the related facility located within the boundaries of the Campus Liquor Complex?
If yes, please provide a map of the geographical location within the Campus Liquor Complex.
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager

26. Tax Information. Yes No

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ ☐

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ ☐

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned
BRIAN F. SEIFRIED	3745 W. 16TH ST LN GREELEY, CO	08/04/83	MANAGING MEMB	89%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
SEXY SAMMIES, LLC	HOTEL RESTAURANT	9548767

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature	Printed Name and Title	Date
	BRIAN F. SEIFRIED	03/25/24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid? Yes ☐ No ☐

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☐ Fingerprinted
☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license

(Check One)

☐ Date of inspection or anticipated date _____
☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? Yes ☐ No ☐

☐ Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? ☐ ☐

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ☐ ☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	☐ Town, City ☐ County	
Signature	Print	Title	Date
Signature	Print	Title	Date

LOCATIONS:

WING SHACK ENTERPRISES, INC.

BRIAN F. SEIFRIED, PRESIDENT

8TH AVE WING SHACK --- 2704 S. 8TH AVENUE, GARDEN CITY, CO 80631
HOTEL RESTAURANT (CITY) LICENSE 35-04639-0001

65TH AVE WING SHACK --- 1815 65TH AVENUE, GREELEY, CO 80634
HOTEL RESTAURANT (CITY) LICENSE — 03-20345

WING SHACK WINDSOR --- 1261 MAIN STREET, WINDSOR, CO 80550
HOTEL AND RESTAURANT (CITY) LICENSE 03-18815

WING SHACK --- 1011 LEMAY AVENUE, FORT COLLINS, CO 80524
HOTEL RESTAURANT (CITY) LICENSE 03-05758

29TH STREET WING SHACK --- 158 E. 29TH STREET, LOVELAND, CO 80538
BEER AND WINE (CITY) LICENSE 03504639-0007

WING SHACK - LONGMONT 1133 FRANCIS STREET, LONGMONT, CO 80501
BEER AND WINE (CITY) LICENSE 03-12529

10TH STREET WING SHACK -- SEXY SAMMIES
4138 W 9TH ST RD, GREELEY, CO 80634 UNIT A1 & A2
HOTEL AND RESTAURANT (CITY) LICENSE 03-14392

WING SHACK - JOHNSTOWN 21 NORTH PARISH AVE, JOHNSTOWN, CO 80534
BREW PUB (CITY) LICENSE 03-16338

LUNA'S TACOS AND TEQUILA, LLC

Luna's Tacos and Tequila, LLC --- 806 9th Street, Greeley, CO 80631
HOTEL & RESTAURANT (CITY) 03-09903

Luna's Tacos and Tequila - Johnstown — 1246 Automation Dr., Johnstown, CO 80535
HOTEL RESTAURANT (CITY) 03-20334

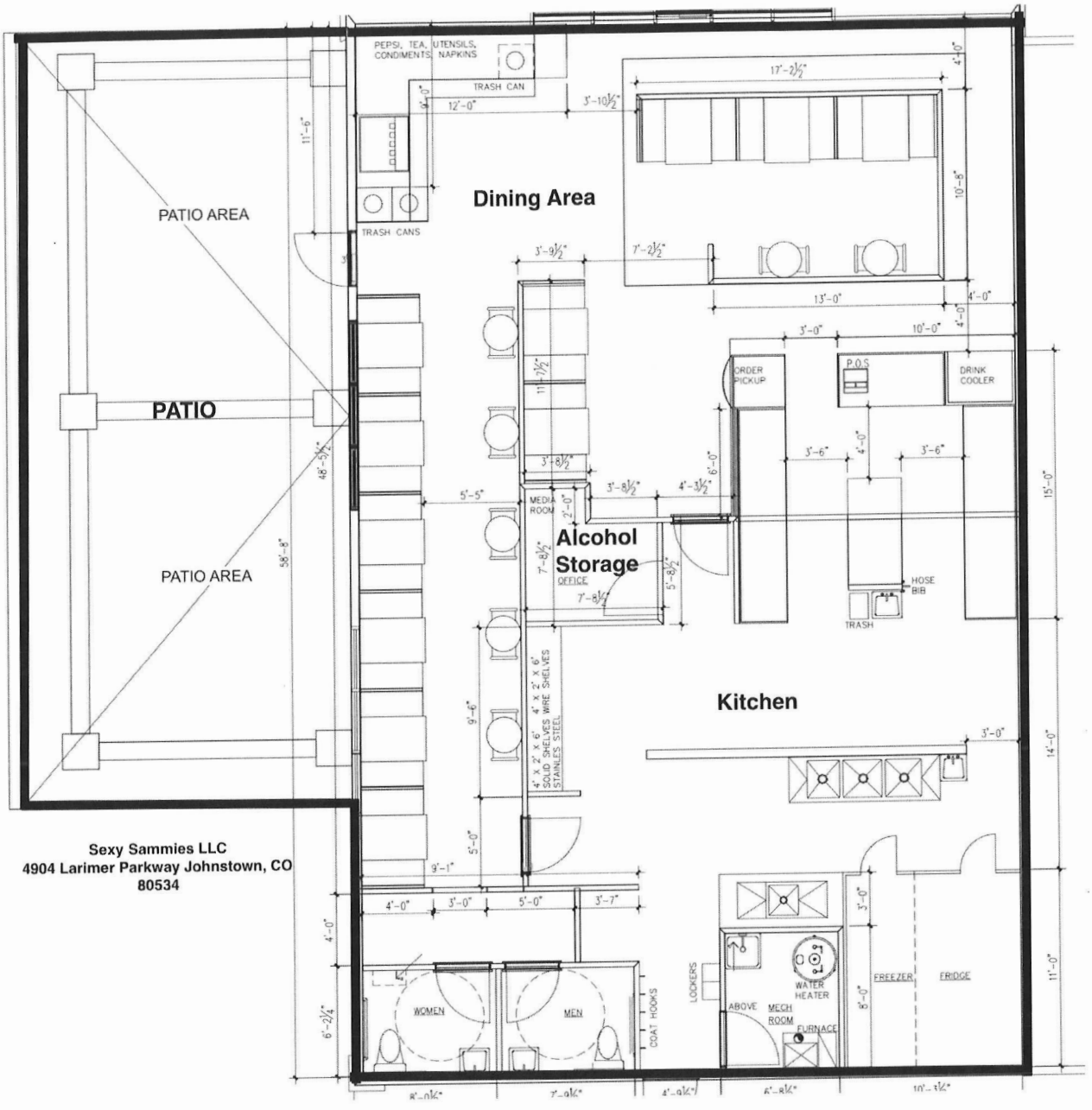
SEXY SAMMIES, LLC

Sexy Sammies, LLC — 1540 8th Ave, Greeley, CO 80631
HOTEL & RESTAURANT (CITY) 03-17728

Sexy Sammies, LLC – 4904 Larimer Parkway, Unit 4, Johnstown, CO 80535
APPLIED FOR: HOTEL RESTAURANT (CITY)

GREELEY PUBLIC HOUSE, LLC

Greeley Public House LLC–819 9th Street, Greeley, CO 80631
HOTEL & RESTAURANT (CITY) 03-18565


PEPSI, TEA, UTENSILS, CONDIMENTS, NAPKINS
TRASH CAN
TRASH CANS
Dining Area
PATIO AREA
PATIO
PATIO AREA
ORDER PICKUP
P.O.S
DRINK COOLER
MEDIA ROOM
Alcohol Storage
OFFICE
HOSE BIB
TRASH
Kitchen
4' X 2' X 6' SOLID SHELVES STAINLESS STEEL
4' X 2' X 6' WIRE SHELVES
WOMEN
MEN
COAT HOOKS
LOCKERS
ABOVE MECH ROOM
WATER HEATER
FURNACE
FREEZER
FRIDGE
Sexy Sammies LLC
4904 Larimer Parkway Johnstown, CO
80534

Hwy 34
Union St
Union St
North
West
East
South
Restaurant and Patio
Dumpsters
Grease Trap
Fabulous Nails & Bar
Coral Bay Wine & Spirits
Liquor store
Bello Haven Salon
+ Extensions
4904 Larimer Parkway
Johnstown, CO 80534

Colorado Secretary of State

ID#: 20221161377
Document #: 20241151066
Filed on: 02/02/2024 12:46:33 PM
Paid: $10.00

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

The entity name is Sexy Sammies LLC

The entity ID Number is 20221161377

Jurisdiction under the law of which the entity was formed or registered is Colorado

The principal office street address is 912 9th Ave
Greeley CO 80631
US

The principal office mailing address is 912 9th Ave
Greeley CO 80631
US

The name of the registered agent is Brian Francis Seifried

The registered agent's street address is 912 9th Ave
Greeley CO 80631
US

The registered agent's mailing address is 912 9th Ave
Greeley CO 80631
US

The person above has agreed to be appointed as the registered agent for this entity.

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Edith E GEORGE
912 9th Ave
Greeley CO CO 80620
US

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,

Sexy Sammies LLC

is a

Limited Liability Company

formed or registered on 02/16/2022 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 20221161377 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/13/2024 that have been posted, and by documents delivered to this office electronically through 03/19/2024 @ 10:59:06 .

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 03/19/2024 @ 10:59:06 in accordance with applicable law. This certificate is assigned Confirmation Number 15856567 .

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."

Alcohol Petitioning Services
P.O. Box 998
Johnstown, CO 80534
(303) 710-3424

May 20, 2024

TO: Town of Johnstown
Liquor Licensing Authority
450 South Parish Avenue
Johnstown, CO 80534

REF: Neighborhood Survey – New Liquor License

Survey Overview

Survey of the Reasonable Requirements and Desires of the Neighborhood for the following:

Hotel & Restaurant Liquor License

Applicant:

Sexy Sammies
dba Sexy Sammies

Applicant's Licensed Premises Location:

4904 Larimer Parkway, Unit 4
Johnstown, CO 80534

Survey Methodology

The circulators were over 21 years old.

Each circulator wore Alcohol Petitioning Services (APS) apparel and had a name tag identifying their name and the company. Each circulator also had a clipboard with the following:

1. A map of the designated area provided by the Johnstown Town Clerk describing the boundaries of the defined neighborhood.
2. The petition to the Local Licensing Authority of Johnstown that included a section where people contacted could indicate their support (in favor) or opposition for the liquor license.
3. A tally sheet to record the results of those who did not sign.

People were shown the petition form, asked to read the form, and verbally told of the license type being applied for and the site location/address.

Each person who signed the petition indicated they were either an owner/manager of a business or resident located within designated area and were 21 years or older.

Each signature was freely and voluntarily given without any influence of the circulator.

Survey Circulators and Dates

Circulators conducted the survey on the following dates:

2 Circulators – Wednesday, April 17, 2023

Survey Statistics

Summary of Signatures Obtained

Businesses…….. 39
Residences……. 0
Total 39

(Note – the residences in the designated area did not allow petitioning; two complexes verbally requested no petitioning and the other area was a gated community. Therefore, no petitions were obtained from residents)

Details of Signatures Obtained

	Businesses	Residents	Total
Signatures in Favor - "Yes"	39	0	**39**
Signatures in Opposition – "No"	0	0	**0**
Total	**39**	**0**	**39**

Statistical Analysis

In Favor…… 100.0%
In Opposition…… 0.0%

Details of Contact Attempts

	Total	Ratio of Total Contacts
Signatures Obtained	39	37.1%
Not at Home	0	0%
Not Willing To Sign	25	23.8%
Business Closed/Vacant	9	8.6%
Owner/Manager Not Available	32	30.5%
Total	**105**	**100.0%**

Reason for Contacts Not Willing To Sign

No Opinion	18
Not Interested	1
Too Busy	6
Total	**25**

Summary of Ratio of Signatures to Contact Attempts

	Signatures	Attempts	Percent
Business	39	105	37.1%
Residents	0	0	0%
Total	**39**	**105**	**37.1% (overall)**

- An average of 37.1% of attempts to contact people obtained a signature for the petition.

Actual People Contacts (Not including Business Closed/Vacant, Owner or Manager Not Available and Not at Home)

	Signatures	Contacts	Percent
Business	39	64	60.9%
Residents	0	0	0%
Total	**39**	**64**	**60.9% (overall)**

- An average of 60.9% of eligible people contacted provided a signature for the petition.

Disqualified Signatures

There were no disqualified signatures.

Final Analysis

Therefore, the final analysis of the "Needs and Desires" is **100.0%** of the people who signed the petition are in favor of the issuance of the new Hotel & Restaurant Liquor License for Sexy Sammies, dba Sexy Sammies.

Report Attachments

Included in this report are the following:

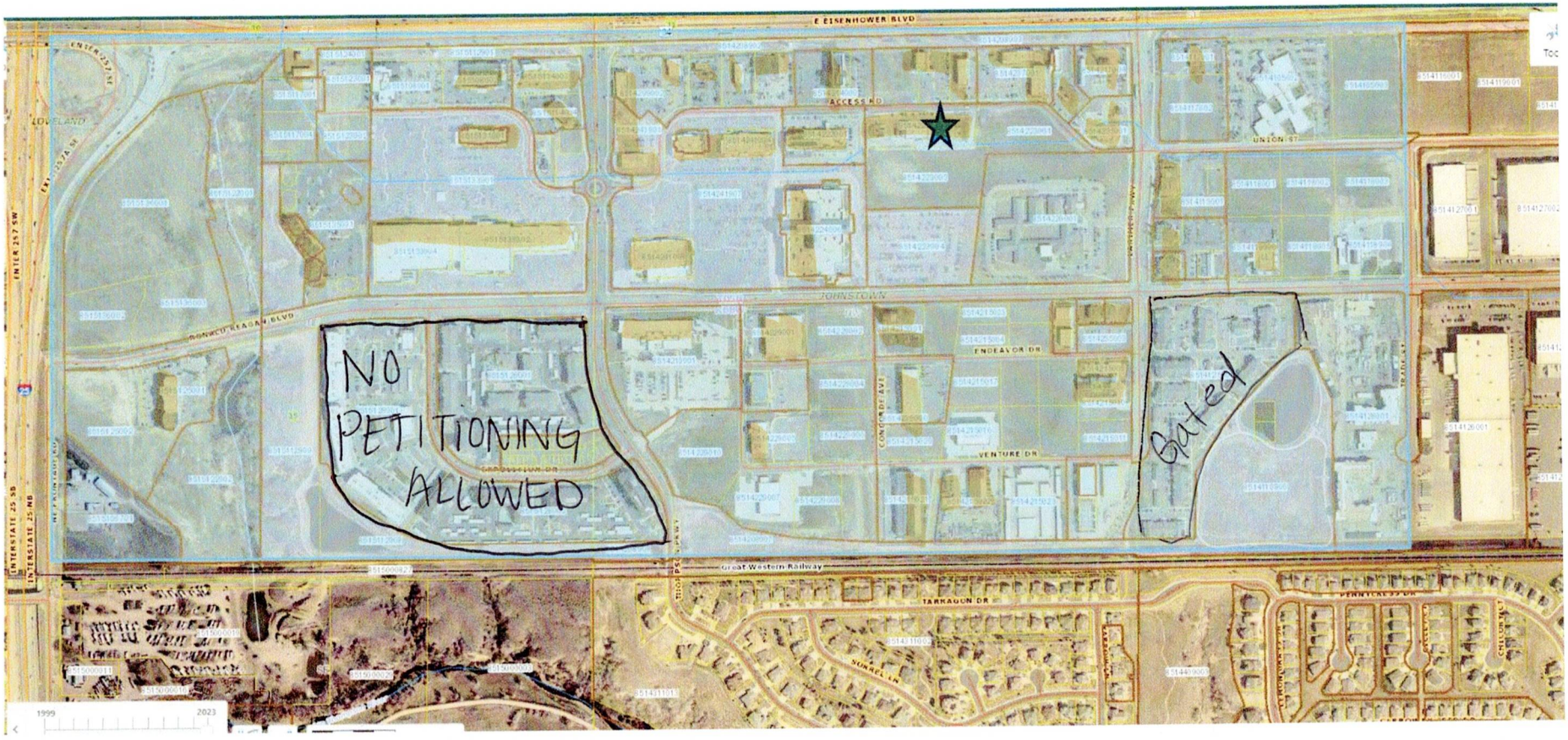
1. A copy of the map provided by Johnstown Town Clerk for the designated area.
2. A copy of the map indicating the area where circulators petitioned.
3. A copy of the petitions where signatures were obtained in support or opposition of Hotel & Restaurant Liquor License.
4. Affidavits of Circulators for signatures obtained.

Report Prepared and Submitted by:

_____

Patrick Maroney
President
PS Logistics, LLC
dba Alcohol Petitioning Services

Boundary is to the north: Eisenhower Blvd
West- I-25
East- Trade Street
South – Great Western Railway



Boundary is to the north: Eisenhower Blvd
West- I-25
East- Trade Street
South – Great Western Railway

Affidavit of Circulator

I, Laura S. Lunn, circulated the attached petition pertaining to the application of Sexy Sammies, dba Sexy Sammies for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from April 17th to April 17th, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

Subscribed and sworn to before me this 17 day of April, 2024. By the person known to me to be Laura Stajduhar Lunn.

My commission expires:
July 12, 2027

Notary Public

MARIA I DIAZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234026203
MY COMMISSION EXPIRES JULY 12, 2027

APS
Alcohol Petitioning Services

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4/17/24	Rebecca Quinn Rebecca Quinn	Bellohaven Hair 4898 Larimer Pkwy Johnstown, CO 80534	54	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
2	4/17/24	Christian Otero Christian Otero	Sherwin Williams 4570 Larimer Pkwy	31	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
3	4/17/24	Tanya Jordan Tanya Jordan	~~Hair~~ Alta Convenience 4810 Larimer Pkwy Johnstown	56	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
4	4/17/24	Bruce Zink	Sampson Construction 4508 Endeavor Dr. Suite 100 Johnstown	53	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
5	4/17/24	Ray Cundiff	4508 Endeavor Dr, Suite 300 Johnstown	39	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
6	4/17/24	CJ Patterson	4523 Endeavor Dr Unit A Knox Floor	45	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
7	4/17/24	Lindsay Bell Lindsay Bell	Revitalized Health 4950 Thompson Pkwy Johnstown	47	X		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓
8	04-17-24	Michael Jones	4511 Thompson Pkwy Johnstown Territory Manager	41	✓		REASON: (CIRCLE ONE) RESIDENT / BUSINESS (OWNER / MANAGER)	✓

Initials: VH

APS
ALCOHOL PETITIONING SERVICES

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4/17	[signature] Jason Bradley	MOD PIZZA 4938 Thompson Pkwy 80534	55	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
2	4/17	[signature] Patty Cross	Ulta 4824 Thompson Pkwy	54	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
3	4/17	Melissa Lynch [signature]	BootBARN 4909 Thompson Pkwy	30	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
4	4/17	[signature] Iesa Sawaged	4919 Thomsen Pkwy North Safar Liq	54	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
5	4/17	Wes Knoll [signature]	5245 Ronald Reagan Blvd Lawrence Custer Grasmick Jones & Donovan LLP	33	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
6	4/17	Halie Baker [signature]	Lazy Dog Johnstown 4801 Thompson Pkwy 80538	38	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
7	4/17	Renata Meusch Renata Meusch	Via Financial Corp 4848 Thompson Pky Ste 340	63	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
8	4/17	Donna Hendren Donna Hendren	75 Rivers Cattle Feeding 4848 Thompon Pk #410	68	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓

Initials: VN

APS
Alcohol Petitioning Services

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4/17/24	Preston B. Leonard II	4560 Ventura Dr. Lockaway Storage	62	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	✓
2							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
3							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
4							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
5							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
6							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
7							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
8							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	

Initials: VBN

Affidavit of Circulator

I, Yvonne Brabis, circulated the attached petition pertaining to the application of Sexy Sammies, dba Sexy Sammies for licensing by the Local Licensing Authority of the Town of Johnstown, Colorado. The petition was circulated from 4/17/24 to 4/17/24, and only within the defined neighborhood boundaries established by the Local Licensing Authority on the map provided here. I hereby certify that the persons whose signatures and addresses appear signed this petition in my presence after indicating they were at least twenty-one (21) years of age and after having read the petition. I further certify that, to the best of my knowledge, each signature appearing on the petition is who it purports to be and that and the address given with each name indicated is the true business or residence of the person signing the petition.

Signature of Circulator

STATE OF COLORADO)
) ss
COUNTY OF Weld)

LAURA LUNN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244003246
MY COMMISSION EXPIRES JANUARY 23, 2028

Subscribed and sworn to before me this 17th day of April, 2024 By the person known to me to be Yvonne Brabis.

My commission expires:
Jan. 23, 2028

Notary Public

APS
Alcohol Petitioning Services

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4/17/24	Denise Backowies	DripBar Johnstown 4834 Larimer Pkwy	38	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
2	4/17/24	Travis Farro	Firestone 4860 Larimer Pkwy	40	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
3	4/17/24	Ashlyn Mallory	Lift Coffee Bar 4800 Larimer PKWY	21	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
4	4/17/24	Lisa Gemaehlich	Edward Jones 4450 Union St. Suite 208 Johnstown, CO 80534	40	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
5	4/17/24	Lucanus Ko'Dengo	COLORADO SPINE INSTITUTE 4795 LARIMER PKWY JOHNSTOWN CO, 80534	36	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
6	4/17/24	Angelina Locricchio	The Journey Financial Group 4795 Larimer Pkwy Suite 250.	42	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
7	4/17/24	Patricia Castaldo	Bliss Salon 4702 Larimer Pkwy Suite 100	41	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
8	4-17-24	Alicia Rogers	State Farm 4750 Larimer Pkwy Ste 102	41	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER) MANAGER)	

Initials: AB

APS
ALCOHOL PETITIONING SERVICES

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4-17-24	Sherry Pierce / Sherry Pierce	Clear Water Solutions, Inc 4750 Larimer Pkwy Unit 101	56	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
2	4-17-24	Mercedes Bettis / [signature]	Employment Solutions 4750 Larimer Pkwy # 201	26	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
3	4-17-24	Harry Nguyen / [signature]	4924 Thompson Pkwy Johnstown CO 80534	46	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
4	4/17	Nash Esteban / NASH ESTEBAN	4922 Thompson Pkwy Johnstown, Co	34	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
5	4/17	Heather Mitchell / HMitchell	Parry Pizza 4874 Thompson Pkwy	49	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
6	4/17	Sky Anderson / Sky Anderson	4862 Thompson Pkwy, Cristiana Salon & Spa Aveda	24	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
7	4.17	Samantha Rimbert / [signature]	4841 Thompson Pkwy. Urban Egg	35	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
8	4/17	Robert Van [illegible] / [signature]	3627, Fossil Bridge Ste. 210	59	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	

Initials: YB

APS
Alcohol Petitioning Services

APPLICANT: Sexy Sammies, dba Sexy Sammies
APPLICATION TYPE: Hotel & Restaurant (City)
LOCATION: 4904 Larimer Parkway, Unit 4, Johnstown, CO 80534

PUBLIC HEARING BEFORE THE LIQUOR AUTHORITY:
DATE & TIME: May 20, 2024 at 7 p.m.
LOCATION: 450 S. Parish, Johnstown, CO 80534

Please print and sign your name: First Name, Middle Initial, Last Name.

	DATE	PRINT NAME / SIGNATURE	BUSINESS NAME / STREET ADDRESS	AGE	MARK ONE "X" FAVOR	MARK ONE "X" OPPOSE		B
1	4/17/24	Kimberly Mesin	Comfort Suites 4851 Thompson PKWY	29	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
2	4/17/24	Ryan Lundquist	Bank of Colorado 4848 Thompson Pkwy Ste 100	43	✓		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
3	4/17/24	Kyle Dufford	PFS Insurance Group 4848 Thompson Pkwy 200	65	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
4	4/17/24	Michele Visger	4675 Endeavor Dr Trail Ridge Dental Johns	57	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
5	4/17	Rich Lietz	4491 Concord Johnstown (Pintek)	58	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
6	4/17	Andrea Edwards	4885 Reveal Regen Blvd Extra Space Storage	60	X		REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
7							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	
8							REASON: (CIRCLE ONE) RESIDENT BUSINESS (OWNER | MANAGER)	

Initials: YB

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

TOWN COUNCIL HEARING DATE: May 20, 2024

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Information Liquor Application

Name and address of Applicant}	Sexy Sammies LLC 912 9th Ave Greeley CO 80631
1. Trade Name and Address}	Sexy Sammies 4904 Larimer Parkway Unit 4 Johnstown CO 80534
2. Date of Application:	April 11, 2024
3. Type of Application:	Hotel and Restaurant License (city)

4. Documents Accompanying Application
   A. Local and State License Fees} Submitted with application
   B. Evidence of Correct Zoning} Submitted with application
   C. Building Plans and or Sketch of Interior} Submitted with application
   D. Distance from School as per State} N/A
   E. Deed or Lease or Assignment of Lease or Ownership} Lease, expires 5/2029

5. Evidence of Public Notice
   A. Posting of Premises} Posted at least ten days prior to hearing
6. Legal Publication } Johnstown Breeze published May 9, 2024
7. Investigation: Police Department Case#}
   A. Applicant has made application for a new H&R License.
   B. Background Investigation: – CBI and FBI have processed the background investigation There is nothing in the background that would prohibit issuance of the liquor license

8. Findings of fact:
   A. The required fees were submitted.
   B. It is my recommendation the H&R License be approved.

Ryan m Ogleby
CHIEF OF POLICE

04/17/2024
DATE

TOWN OF JOHNSTOWN **LIQUOR LICENSING AUTHORITY** 450 S. Parish Avenue Johnstown, CO 80534 Phone No. (970) 587-4664	
IN THE MATTER OF: **SEXY SAMMIES, LLC** 4904 Larimer Parkway, Unit 4 Johnstown, CO 80534	Δ AUTHORITY USE ONLY Δ

ORDER GRANTING HOTEL AND RESTAURANT LICENSE TO SEXY SAMMIES, LLC

THIS MATTER came before the Town of Johnstown Liquor Licensing Authority ("Authority") on the Application of Sexy Sammies, LLC, a Colorado limited liability company ("Applicant"), for a Hotel and Restaurant License for a premises located at 4904 Larimer Parkway, Unit 4, Johnstown, Colorado 80534 ("Application").

The Authority, having conducted a public hearing on June 3, 2024, after due notice, reviewed the Application and considered the evidence adduced by Town staff's investigation and the evidence presented by the Applicant and parties in interest, as the term is defined in C.R.S. §44-3-311(5)(b), including but not limited to the petition circulated by the Applicant, hereby FINDS AS FOLLOWS:

1. The Applicant paid the appropriate fees;

2. The Applicant is entitled to possession of the premises where the Hotel and Restaurant license is to be exercised;

3. The Applicant is of good moral character and entitled to hold the Hotel and Restaurant license;

4. The location of the premises complies with the Town of Johnstown zoning requirements; and

5. The reasonable requirements of the designated neighborhood, the desires of the adult inhabitants of the designated neighborhood and the number, type and availability of alcohol beverage outlets support the issuance of the Hotel and Restaurant license.

Based on the foregoing, the Authority hereby ORDERS that Sexy Sammies, LLC's application for a Hotel and Restaurant License is GRANTED.

Done and dated this ___ day of June, 2024.

BY THE AUTHORITY:

_____
Michael Duncan
Mayor, Town of Johnstown
Chairperson, Liquor Licensing Authority

ATTEST:

_____
Hannah Hill, Town Clerk

CERTIFICATE OF SERVICE

I hereby certify that on this ___ day of _____, 2024, a true and correct copy of the foregoing Order was sent by certified mail to:

Sexy Sammies, LLC
912 9th Avenue
Greeley, CO 80631

_____
Hannah Hill

Boundary is to the north: Eisenhower Blvd
West- I-25
East- Trade Street
South – Great Western Railway

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

TOWN OF JOHNSTOWN LIQUOR LICENSING AUTHORITY, JOHNSTOWN, COLORADO MAY 21, 2024
PRELIMINARY FINDINGS AND REPORT UPON APPLICATION FOR A HOTEL AND RESTAURANT LIQUOR LICENSE FOR SEXY SAMMIES LLC, DBA SEXY SAMMIES LOCATED AT 4904 LARIMER PARKWAY UNIT 4

TO THE APPLICANT NAMED ABOVE AND OTHER INTERESTED PARTIES;

Pursuant to Colorado Revised Statues Section 44-3-312, as amended, you are hereby advised that with regard to your application for a Tavern Liquor License, a preliminary investigation has been made, and based on the results thereof the following has been determined:

1) The application was filed on April 4, 2024.

2) The Notice of Public Hearing on this matter was or will be published in the Johnstown Breeze on May 23, 2024. The applicant shall or has posted for 10 consecutive days the notice of public hearing beginning no later thanApril 17, 2024. Both postings and publishing were within the manner prescribed by state law.

3) That it appears from the application materials submitted that the applicant is/will be entitled to possession of the premises where the license is proposed to be exercised.

4) A criminal history background investigation was conducted and approved.

5) Selling/Serving alcohol beverages in the manner proposed in the application is not in violation of the zoning and land use code or regulations of the Town.

7) A public hearing on the application will be held June 3, 2024 at 7:00 pm. At said hearing, you shall have an opportunity to be heard regarding all matters related to the application, including all matters set forth herein.

8) At the public hearing pursuant to C.R.S Section 44-3-307 as amended, the applicant has the burden of proving that they are qualified to hold the license applied for and their character, record and reputation are satisfactory

9) The building where you propose to exercise the privilege of selling liquor is not within 500 feet from either public or parochial school

You are also advised to obtain and read a copy of the State of Colorado Liquor and Beer Codes and Regulations. These can be found at Colorado.gov/enforcement/liquor

Please feel free to contact me directly at 970-578-9600 if you have any questions that I can help to answer.

SEAL

Hannah Hill
Town Clerk, Town of Johnstown

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

AFFIDAVIT OF POSTING

Date of posting: 4-17-2024

I hereby certify that, in accordance with the Colorado Liquor Code and related rules and regulations, the applicant, SEXY SAMMIES posted a Notice of Public Hearing poster on the premises at 4904 LARIMER PARKWAY UNIT 4 on the above date, and continuously thereafter for at least 10 days before the hearing, notifying the public that a hearing will be held _____ on an application for a Hotel & Restaurant License to dispense malt, vinous and spirituous beverages by the drink for consumption on the premises.

A photograph of the Notice as posted on the premises is attached.

Tammy Forbes, Executive Admin

Printed Name and Title of Person Posting

Signature of person posting

STATE OF COLORADO)
COUNTY OF WELD) SS
TOWN OF ~~JOHNSTOWN~~ GREELEY)

Subscribed and sworn before me by Tamara L. Forbes this 18th day of APRIL, 2024.

MATTHEW R. THIEMANN
NOTARY PUBLIC
SEAL STATE OF COLORADO
NOTARY ID 20204029562
MY COMMISSION EXPIRES AUGUST 24, 2024

Notary Signature

4904
NOTICE
YOU ARE HEREBY GIVEN NOTICE THAT THE LOCAL LICENSING AUTHORITY HAS RECEIVED AN APPLICATION FOR A LIQUOR LICENSE IN THE NAME OF SEXY SAMMIES LLC DBA SEXY SAMMIES WHICH INTENDS TO SELL MALT, VINOUS & SPIRITUOUS LIQUOR UNDER A HOTEL AND RESTAURANT LICENSE. PROTESTS RELATING TO THE PERMIT SHALL BE FILED IN THE OFFICE OF THE TOWN CLERK, 450 S PARISH, JOHNSTOWN, COLORADO, NOT LATER THAN 5:00 P.M. MAY 10, 2024 THE LOCAL LICENSING AUTHORITY SHALL HEAR THE APPLICATION AT MAY 20, 2024 AT 7:00 P.M. ANY PERSON FILING A PROTEST WITHIN THE REQUIRED TIME MUST APPEAR BEFORE THE AUTHORITY ON MAY 20, 2024 AT 7:00 PM AT 450 S PARISH, JOHNSTOWN, WHEN THE APPLICATION IS BEING CONSIDERED.

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Blue Sky Prairie Filing No. 1 - Case No. SUB23-0016

ACTION PROPOSED: Public Hearing - Consideration of Final Subdivision Plat for The Blue Sky Prairie Subdivision Filing No. 1

ATTACHMENTS:
1. Resolution 2024-25
2. Vicinity Map
3. Final Plat
4. Final Development Plan
5. Preliminary Plat
6. Preliminary Development Plan
7. High Plains Village ODP
8. Updated Traffic Impact Study (TIS) – 2024
9. Staff Presentation
10. Applicant Presentation
11. Development and Improvement Agreement
12. Water & Sewer Service Agreement

ZONING: PD- High Plains Village ODP

PRESENTED BY: Lilly Cory, Planner I
Jeremy Gleim AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:
The Applicant, COLA, LLC., is requesting approval for a final subdivision within The High Plains Village Planned Development (PD). Proposed is a diverse single-family detached neighborhood intended to serve different economic incomes while integrating with the Rocksbury Ridge Subdivision. Blue Sky Prairie will provide single-family homes of varying lot sizes that are interconnected by trail systems and pocket parks. A central road will lead into the community off High Plains Boulevard, providing enhanced landscaping to enforce the development's identity. A trail system along the entryway ensures easy access to residences and subdivision amenities. Open space requirements are accommodated by enhanced landscaping and interconnectivity of the

neighborhood. There are 204 lots proposed in this initial filing, dedication of right-of-way, and easements.

LOCATION:
The subject property is located South of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran's Parkway) and East of High Plains Boulevard. The subject property encompasses 121.2 acres and is located within the Town of Johnstown limits. Major vehicular access points are located along Weld Co Rd 50 / Larimer Co Rd 14 (Veteran's Parkway).

HISTORY:
The subject property was annexed into the Town of Johnstown in 2004 under the Klien 125 Annexation. It was annexed into the Town by way of Ordinance No. 2004-720. Upon annexation, Planned Development (PD) zoning was established, and the Klien 125 Outline Development Plan (ODP) was later approved in 2004 pursuant to Ordinance No. 2004-721. This was later amended in 2023 by Resolution 2023-41 to create the High Plains Village ODP which is the active zoning document for the subject property.

ZONING & LAND USE:
Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property is split between two land use areas: Medium Density/Intensity on the western area of the site, and Low Density/Intensity on the eastern portions of the project site.

ADJACENT ZONING & LAND USE	
NORTH	PD - Revere North – Great Plains Village AG - Weld County
EAST	PD - Cito Property – Residential & Event Center
SOUTH	R1 - Rocksbury Ridge – Residential
WEST	PD - Revere Filing1- Great Plains Village PD

PROJECT DESCRIPTION & ANALYSIS:
The overarching development is comprised of approximately 121 acres and is being divided into three filings. There are four separate Planning Areas (PA) dispersed across the three filings. A total of 413 lots are proposed across the three filings; no commercial development is proposed. Filing No. 1, the subject of this report, includes a portion of PA No. 1 and all of PA No. 4. Development associated with Filing No. 1 is located in the southwest corner of the project area.

The proposed subdivision for Filing No. 1 is intended to create 204 buildable lots. Four different lot styles are included in Filing No. 1, ranging from 3,000 square feet to over 6,000 square feet. The largest lots are positioned along the project's southern boundary, which backs to existing houses in the Roxbury Ridge neighborhood. The lots being proposed along this boundary match the size of the adjacent lots in Roxbury Ridge. A total of 16 outlots will be platted, which will provide open space, amenities, and/or other infrastructure needed to serve platted lots. Right-of-

way will also be platted and dedicated to the Town to provide the street network and access to new lots and the surrounding area.

The primary function of the proposed filing is to create residential lots for development, as well as the infrastructure and circulation network that will serve the 204 residential lots. The Preliminary Plat for this project was approved by Town Council on December 4, 2023, by Resolution 2023-52, with conditions. The conditions imposed upon this project at the time of Preliminary Plat approval are listed below:

1. Submittal of an updated traffic study; and,
2. A stipulation that River Rock Drive would not be available and/or used for construction traffic.

Regarding the conditions above, the applicant provided an updated traffic study in January of 2024 (Attachment 8), which was reviewed by the Town's consulting traffic engineers. In addition, language was added to the project's development agreement preventing the use of River Rock Drive for construction traffic. A vehicular gate will be installed to prevent traffic on River Rock Drive during the construction of Filing No. 1; however, River Rock Drive will continue to act as an emergency access point during said construction.

Pursuant to Section 17-2-2(D) of the Town's Land Use & Development Code (LUDC), preliminary plats provide detailed planning review of development patterns, street networks, block and lot layout, civic space, parks, open space, and landscaping requirements, and the ability to meet public facility and utility requirements for future development before preparation of detailed construction and engineering plans. In simple terms, the preliminary plat approves the design and layout of the subdivision, and the final plat ("filings" if a project is phased) simply memorializes what was already approved and creates the legal lots for development. Filing No. 1, as presented, is consistent with the Preliminary Plat that was approved by Council on December 4, 2023.

Pursuant to the information listed above, staff has found that Filing No. 1, as presented, complies with the approved preliminary plat, as well as the development standards outlined in the ODP.

PUBLIC NOTICE:
Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, May 16, 2024. This notice provided the date, time, and location of the town Council hearing, as well as a description of the project. 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.

COMPREHENSIVE PLAN ALIGNMENT:
The 2021 Comprehensive Plan (Comp Plan) identifies this area as appropriate for both Medium and Low density and intensity development. The western portion of this subdivision is planned to support a higher density of residential uses.

This subdivision is in alignment with the High Plains Village Development Plan wherein land use intensities dissipate across the project site from west to east. Staff finds that this project aligns

with the adopted Comprehensive Plan and will help create the framework for future development that aligns with the goals and policies listed therein.

WATER & SERVICE SEWER AGREEMENT:
A Water & Sewer Service Agreement (WSSA) has been submitted in conjunction with the proposed subdivision plat. The WSSA requires a separate action from the filing and may only be considered if the plat is approved. The details of the WSSA are described below.

Filing No. 1- Blue Sky Prairie
The Developer has agreed to dedicate water in the amount of 95.03 acre-feet to the Town to satisfy the demands of Filing No. 1.

DEVELOPMENT AGREEMENT:
A Development Agreement (DA) has been submitted in conjunction with the subdivision plat. The DA requires a separate action from the filing and may only be considered if the filing is approved. The subdivision includes substantial public improvements, which have been detailed in civil engineering plans and reports for this Development. The DA memorializes development expectations and requirements. The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. Exhibit B-3 details the additional substantive obligations of the Developer.

STRATEGIC PLAN ALIGNMENT:

- Natural & Built Environments
  - *Expect and encourage community-centered design.*
- Quality Infrastructure & Facilities
  - *Ensure future viability of infrastructure and facilities.*

FINDINGS:

1. The proposed subdivision is consistent with the Johnstown Comprehensive Plan.
2. The proposed subdivision complies with the previously approved Preliminary Plat and High Plains Planned Development.

The proposed subdivision will meet the needs of the community by creating new lots for residential development which is intended to expand the community for its residents, businesses, and visitors alike.

LEGAL ADVICE:

The Town Attorney received this request as well as the Town Manager

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: BLUE SKY PRAIRIE FILING NO. 1
Staff recommends that the Town Council approve Resolution 2024-23, to approve the final subdivision plat and final development plan for The Blue-Sky Prairie Subdivision Filing No. 1- Case No. SUB23-0016.

SUGGESTED MOTIONS:

For Approval:
I Move to Approve Resolution 2024-23, Approving Blue Sky Prairie Filing No. 1

For Denial:
I Move to Deny Resolution 2024-23

RECOMMENDED ACTION: WATER & SEWER SERVICE AGREEMENT - BLUE SKY PRAIRIE FILING NO. 1
Staff recommends that the Town Council approve the Water and Sewer Service Agreement for Blue Sky Prairie Subdivision Filing No. 1.

SUGGESTED MOTIONS:

For Approval
I Move to Approve the Water and Sewer Service Agreement for Blue Sky Prairie Subdivision Filing No. 1

For Denial
I Move to Deny the Water and Sewer Service Agreement for Blue Sky Prairie Subdivision Filing No. 1.

RECOMMENDED ACTION: **DEVELOPMENT AND IMPROVEMENT AGREEMENT - BLUE SKY PRAIRIE FILING NO. 1**
Staff recommends that the Town Council approve the Subdivision Development and Improvement Agreement with COLA, LLC., for the Blue Sky Prairie Subdivision Filing No. 1.

For Approval
I Move to Approve the Subdivision Development and Improvement Agreement with COLA, LLC., for the Blue Sky Prairie Subdivision Filing No. 1.

For Approval

I Move to Deny the Subdivision Development and Improvement Agreement with COLA, LLC., for the Blue Sky Prairie Subdivision Filing No. 1.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024-25

APPROVING THE FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR BLUE SKY PRAIRIE, A SUBDIVISION LOCATED AT LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 121.160 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, COLA, LLC, a Colorado limited liability company ("Developer"), on behalf of the property owner, High Plains Estates JV, LLC, a Delaware limited liability company, submitted an application to the Town for approval of a Final Plat and Final Development Plan for Blue Sky Prairie, a subdivision located at Lot B, Recorded Exemption No. 1061-2-1-RE 1488, Recorded June 2, 1993, at Reception No. 2335286, being a part of the East Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., and the West Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., less that portion contained in that Deed Recorded August 11, 2003, at Reception No. 3094025, and except that portion conveyed to the Town of Johnstown in Deed Recorded July 22, 2021, under Reception No. 4738022, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 121.160 acres; and

WHEREAS, on December 4, 2023, by Resolution No. 2023-52, the Town Council approved the Preliminary Plat and Preliminary Development Plan for Blue Sky Prairie with conditions; and

WHEREAS, on June 3, 2024, the Town Council held a public hearing concerning the Final Plat and Final Development Plan for the Blue Sky Prairie subdivision and, after reviewing the file and conducting such hearing, found that the Final Plat and Final Development Plan are substantially consistent with the Preliminary Plat and the Preliminary Development Plan and the Town's Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town's regulations and that the conditions set forth in Resolution No. 2023-52 have been satisfied; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Final Plat and Final Development Plan for the Blue Sky Prairie subdivision.

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

Section 1. Final Plat Approval: The Final Plat for the Blue Sky Prairie, a subdivision located at Lot B, Recorded Exemption No. 1061-2-1-RE 1488, Recorded June 2, 1993, at Reception No. 2335286, being a part of the East Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., and the West Half of the Northeast Quarter of Section 2, Township 4 North, Range 68 West of the 6th P.M., less that portion contained in that Deed Recorded August 11, 2003, at Reception No. 3094025, and except that portion conveyed to the Town of Johnstown in Deed Recorded July 22, 2021, under Reception No. 4738022, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 121.160 acres, attached hereto and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Final Development Plan Approval: The Final Development Plan for the Blue Sky Prairie subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

Section 2. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for the Blue Sky Prairie subdivision and have it properly recorded at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

By:_____ By:_____
Hannah Hill, Town Clerk Michael P. Duncan, Mayor

VICINITY MAP
1" = 2000'

LJA ENGINEERING
1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224
www.lja.com

High Plains Estates
District Cost Improvement Exhibits
Vicinity Map

Prepared: DKH Approved: KRL	Horiz. Scale: 1" = 2000' Vert. Scale: NA	Job No.: 1073-01 Date: April 05, 2023	Sheet: 1

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT HIGH PLAINS ESTATE JV, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY;

LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, COUNTY OF WELD, STATE OF COLORADO

CONTAINING AN AREA OF 121.160 ACRES, (5,277,732 SQUARE FEET), MORE OR LESS, TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS AS SHOWN ON THIS MAP, UNDER THE NAME AND STYLE OF **BLUE SKY PRAIRIE FILING NO. 1**, AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS TO THE TOWN OF JOHNSTOWN, UNLESS OTHERWISE NOTED.

OWNER ACKNOWLEDGEMENT

OWNER: HIGH PLAINS ESTATE JV, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
, AUTHORIZED SIGNATORY

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____, AS AUTHORIZED SIGNATORY OF HIGH PLAINS ESTATE JV, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

THIS ____ DAY OF _____, 20____,

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

HOLDER OF DEED OF TRUST CERTIFICATE

INDEPENDENT BANK, A TEXAS STATE BANKING ASSOCIATION

BY: _____
, AUTHORIZED SIGNATORY

STATE OF _____)
) SS.
COUNTY OF _____)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____, AS AUTHORIZED SIGNATORY OF INDEPENDENT BANK, A TEXAS STATE BANKING ASSOCIATION.

THIS ____ DAY OF _____, 20____,

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

PLAT NOTES

1. STREET MAINTENANCE. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE CITY UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF THE CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S) AND/OR SUBDIVIDERS, THEIR SUCCESSORS ANO/OR ASSIGNS IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE UNTIL SUCH TIME AS THE CITY ACCEPTS THE RESPONSIBILITY FOR MAINTENANCE AS STATED ABOVE.

2. DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS AND EASEMENTS (CROSS-ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)

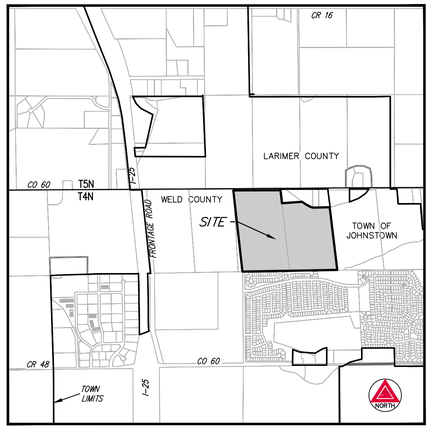
3. LANDSCAPE MAINTENANCE. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNER(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE CITY IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE CITY. AGREE TO THE RESPONSIBILITY OF MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

4. SIGHT DISTANCE RESTRICTIONS ARE PROVIDED PER LCUASS FIGURE 7-16 WITH TRIANGLES EXTENDING OUTSIDE ROW BEING DESIGNATED WITH SIGHT DISTANCE EASEMENTS HEREIN. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

5. PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NONEMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL OF THE ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.

6. TRACTS A AND B ARE RESERVED FOR FUTURE DEVELOPMENT.

7. THE 20-FOOT RAW WATER LINE EASEMENT OVER OUTLOTS T, X AND U IS INTENDED FOR THE TOWN OF JOHNSTOWN'S USE.



VICINITY MAP
SCALE 1" = 2,000'

LAND SUMMARY CHART			
	SQ. FT.	ACRES	%
LOTS (204 TOTAL)	901,505	20.697	17.08
RIGHT-OF-WAY	602,356	13.828	11.42
OUTLOTS (22 TOTAL)	1,692,106	38.845	32.06
TRACTS (2 TOTAL)	2,081,765	47.790	39.44
TOTALS	5,277,732	121.160	100.00

DISTRICT ACCEPTANCE

THE UNDERSIGNED HIGH PLAINS METROPOLITAN DISTRICT NO. 2, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO HEREBY ACKNOWLEDGES AND ACCEPTS THE CONVEYANCE OF THE OUTLOTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

HIGH PLAINS METROPOLITAN DISTRICT NO. 2, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: _____

NAME: _____

TITLE: _____

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY _____ AS _____ OF HIGH PLAINS METROPOLITAN DISTRICT NO. 2, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____, 20___ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

BY: _____ OF LAND TITLE GUARANTEE COMPANY

OUTLOT SUMMARY CHART				
OUTLOT	ACREAGE	OWNERSHIP	MAINTENANCE	USE
A	2.335	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	FUTURE OPEN SPACE/DETENTION
B	1.135	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
C	0.386	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
D	0.590	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
E	0.466	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
F	0.586	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
G	0.686	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
H	0.204	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
I	0.487	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
J	0.525	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
K	0.422	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
M	0.234	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
N	0.375	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
O	0.031	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
P	1.067	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
Q	2.079	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
R	0.100	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
S	0.168	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
T	1.051	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/UTILITY/LANDSCAPE
U	5.366	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/UTILITY/DETENTION
X	0.554	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/UTILITY/DRAINAGE
GG	19.998	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
TOTALS	38.845			

LAST REVISED: 3/26/2024

SHEET INDEX

SHEET 1 = COVER SHEET
SHEETS 2-3 = OVERALL SHEETS
SHEETS 4-14 = LOT DETAIL SHEETS

GENERAL NOTES

1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY".

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTES.

3. BASIS OF BEARING: BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°47'55" EAST, A DISTANCE OF 2634.59 FEET.

4. THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08069C1405F, MAP REVISED DECEMBER 19, 2006.

5. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH THE TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

6. STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESS TO THE PROPERTY OWNER.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS BLUE SKY PRAIRIE FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO

HELD ON THE _____ DAY OF _____, 20___,

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

SURVEYOR'S STATEMENT

I, JAMES E. LYNCH, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON FEBRUARY 04, 2021, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN.
I ATTEST THE ABOVE ON THIS _____DAY OF _____, 20_____,

_____
JAMES E. LYNCH, PLS NO 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

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.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
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www.aztecconsultants.com

AzTec Proj. No: 164021-01 Drawn By: BAM

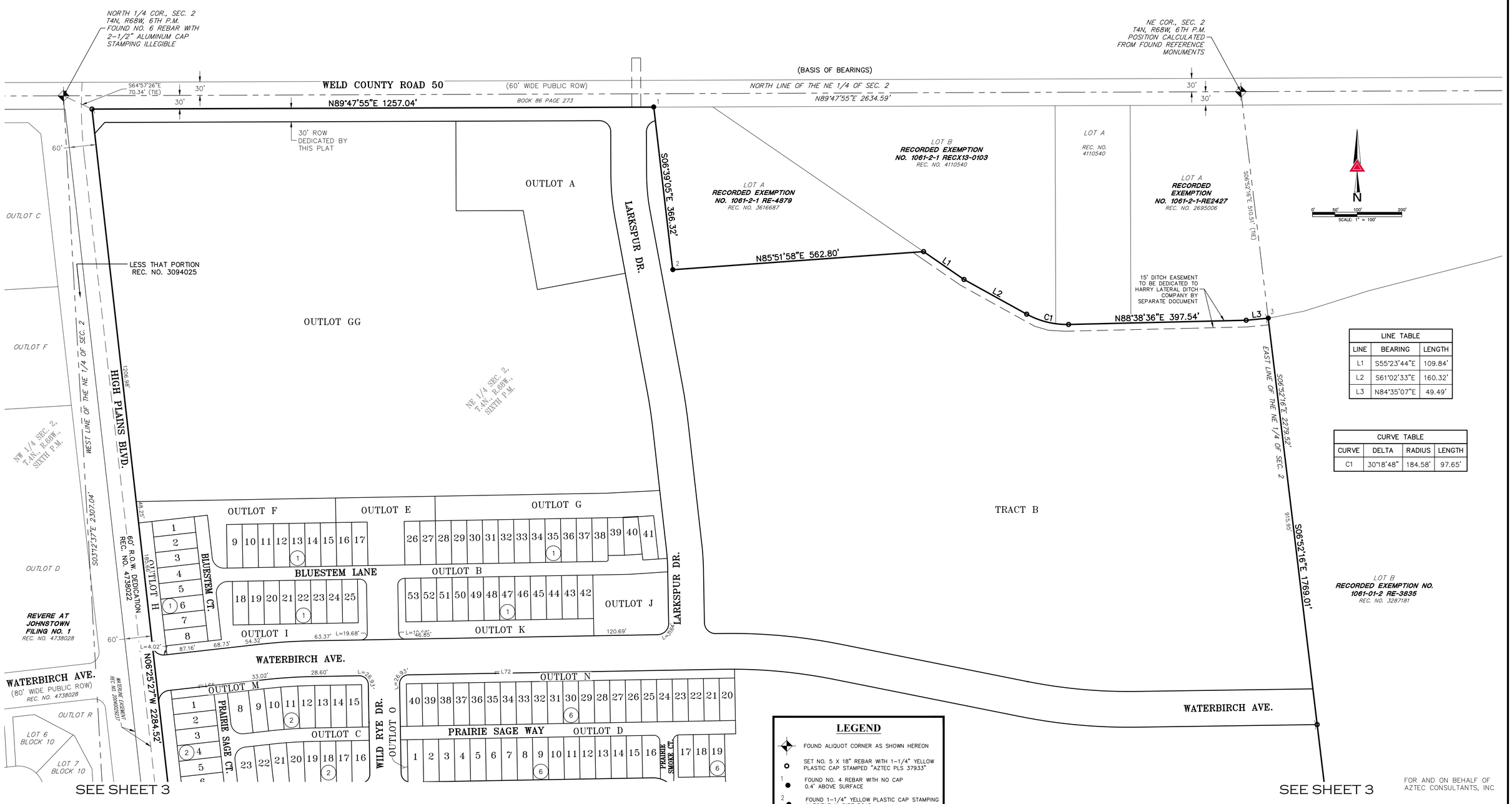
DEVELOPER
COLA, LLC/VIEW HOMES, INC.
3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	N/A

SHEET 1 OF 14

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S55°23'44"E	109.84'
L2	S61°02'33"E	160.32'
L3	N84°35'07"E	49.49'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	30°18'48"	184.58'	97.65'

LEGEND

- FOUND ALIQUOT CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- 1 FOUND NO. 4 REBAR WITH NO CAP 0.4' ABOVE SURFACE
- 2 FOUND 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE IN DIRT ROAD
- 3 FOUND 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE IN CONCRETE IRRIGATION CHANNEL
- (ROW) RIGHT-OF-WAY
- (##) BLOCK NUMBER

SEE SHEET 3

SEE SHEET 3

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

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3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 100'
SHEET 2 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

SEE SHEET 2

SEE SHEET 2

OUTLOT F | OUTLOT E | OUTLOT G

BLUESTEM LANE

OUTLOT B

OUTLOT H | BLUESTEM CT. | OUTLOT I | OUTLOT K | OUTLOT J | LARKSPUR DR.

TRACT B

WATERBIRCH AVE.

OUTLOT D

REVERE AT JOHNSTOWN FILING NO. 1
REC. NO. 4738028

S01°12'37"E 2307.04'

60' R.O.W. DEDICATION REC. NO. 4736022

60'

N06°25'27"W 2284.52'

WATERBIRCH AVE.
(80' WIDE PUBLIC ROW)
REC. NO. 4738028

WATERBIRCH AVE. R.O.W. DEDICATION REC. NO. 4736022

OUTLOT M | OUTLOT N

PRAIRIE SAGE CT. | PRAIRIE SAGE WAY | OUTLOT C | OUTLOT D | WILD RYE DR. | OUTLOT O | PRAIRIE SMOKE CT. | OUTLOT S

PAINTBRUSH DR.

OUTLOT Q

BUSH CLOVER WAY | OUTLOT P | HIGH PLAINS BLVD. | PRAIRIE SMOKE LN.

DROPSEED DR.

OUTLOT R

GOLDEN ROD DR.

RIVER ROCK DR.

OUTLOT R | LOT 6 BLOCK 10 | LOT 7 BLOCK 10 | LOT 8 BLOCK 10 | LOT 9 BLOCK 10 | LOT 10 BLOCK 10 | LOT 11 BLOCK 10 | LOT 12 BLOCK 10 | LOT 13 BLOCK 10 | LOT 14 BLOCK 10 | LOT 15 BLOCK 10 | LOT 16 BLOCK 10 | LOT 17 BLOCK 10 | LOT 18 BLOCK 10 | LOT 19 BLOCK 10 | LOT 4 BLOCK 10 | LOT 5 BLOCK 10 | OUTLOT U | LOT 15 BLOCK 8 | LOT 16 BLOCK 8 | LOT 17 BLOCK 8 | LOT 18 BLOCK 8

WEST LINE OF THE NE 1/4 OF SEC. 2

1077.54'

OUTLOT E
LESS THAT PORTION
REC. NO. 3094025

NW 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.

REVERE AT JOHNSTOWN FILING NO. 1
REC. NO. 4738028

OUTLOT Q

190.18' (TIE)

CENTER 1/4 COR., SEC. 2
T4N, R68W, 6TH P.M.
FOUND NO. 6 REBAR WITH
3-1/4" ALUMINUM CAP
STAMPED "KSI JONES
1998 LS 22098"

OUTLOT A | SOUTH LINE OF THE NE 1/4 OF SEC. 2 | S88°58'49"W 2588.35'

OUTLOT T 1202.02'

OUTLOT X 1386.32'

N88°58'49"E 2778.52'

OUTLOT G

LOT 13 | LOT 12 | LOT 11 | LOT 10 | LOT 9 | LOT 8 | LOT 7 | LOT 6 | LOT 5 | LOT 4 | LOT 3 | LOT 2 | LOT 1 | LOT 14 | LOT 15 | OUTLOT B

BLOCK 1
CORRECTED - ROCKSBURY RIDGE SECOND FILING
REC. NO. 3030592

ONYX PLACE
(60' WIDE PUBLIC ROW)
REC. NO. 4738028

SE 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.

ONYX PLACE
(60' WIDE PUBLIC ROW)
REC. NO. 4738028

LOT 10 BLOCK 2

CORRECTED - ROCKSBURY RIDGE SECOND FILING
REC. NO. 3030592

RIVER ROCK DRIVE
(60' WIDE PUBLIC ROW)
REC. NO. 4738028

NE 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.

TRACT A

OUTLOT U

915.95'

S06°52'16"E 1769.01'

LOT B
RECORDED EXEMPTION NO. 1061-01-2 RE-3835
REC. NO. 3287181

853.06'

S06°52'16"E 2279.52'

EAST LINE OF THE NE 1/4 OF SEC. 2

OUTLOT E
ROCKSBURY RIDGE FIRST FILING
REC. NO. 2852701

EAST 1/4 COR., SEC. 2
T4N, R68W, 6TH P.M.
POSITION CALCULATED
FROM FOUND REFERENCE
MONUMENTS

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

N

0' 50' 100' 200'
SCALE: 1" = 100'

LEGEND

- FOUND ALIQUOT CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- (ROW) RIGHT-OF-WAY
- (##) BLOCK NUMBER

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DEVELOPER
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DENVER, CO 80206

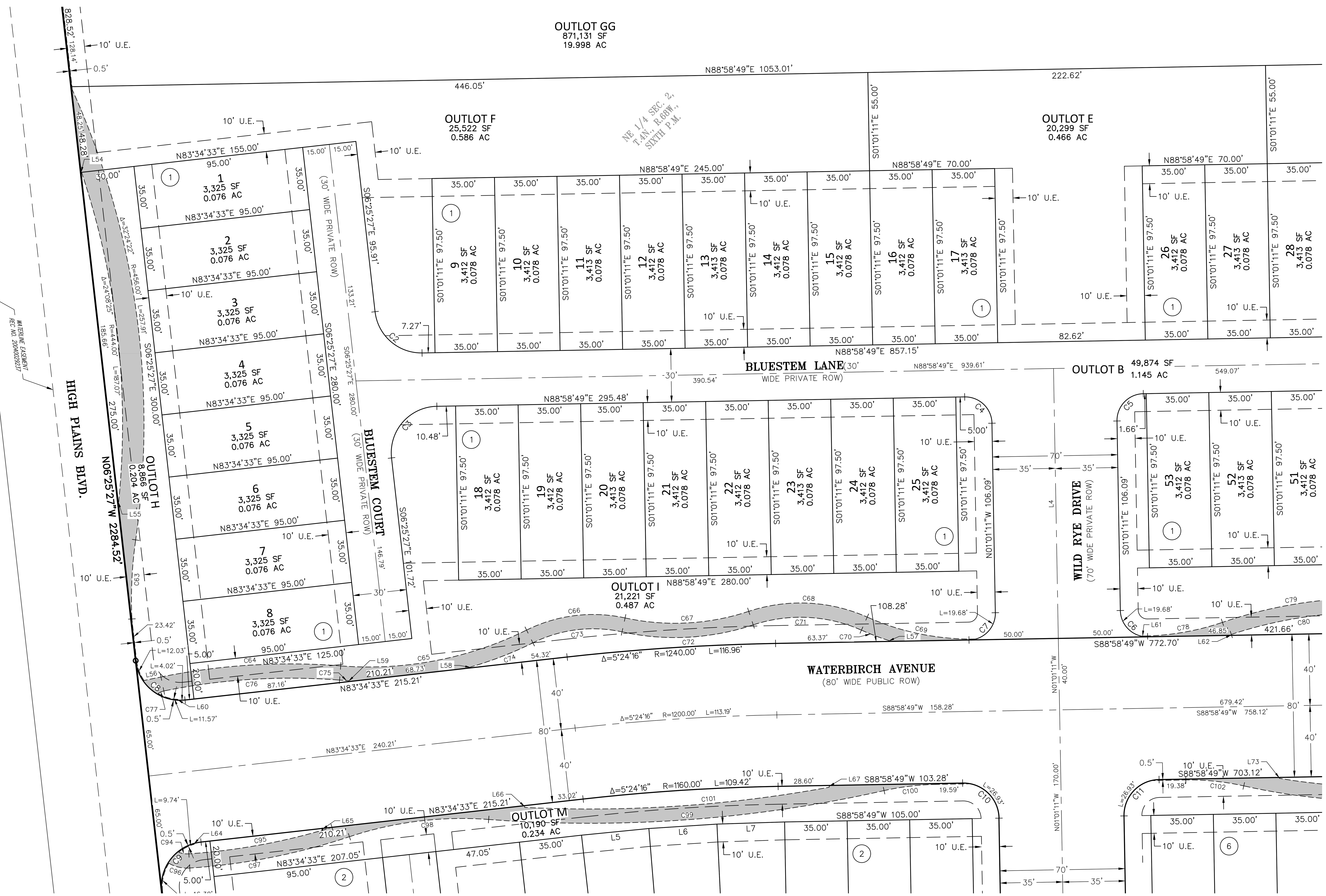
DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 100'
SHEET 3 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

SEE SHEET 12

SEE SHEET 12

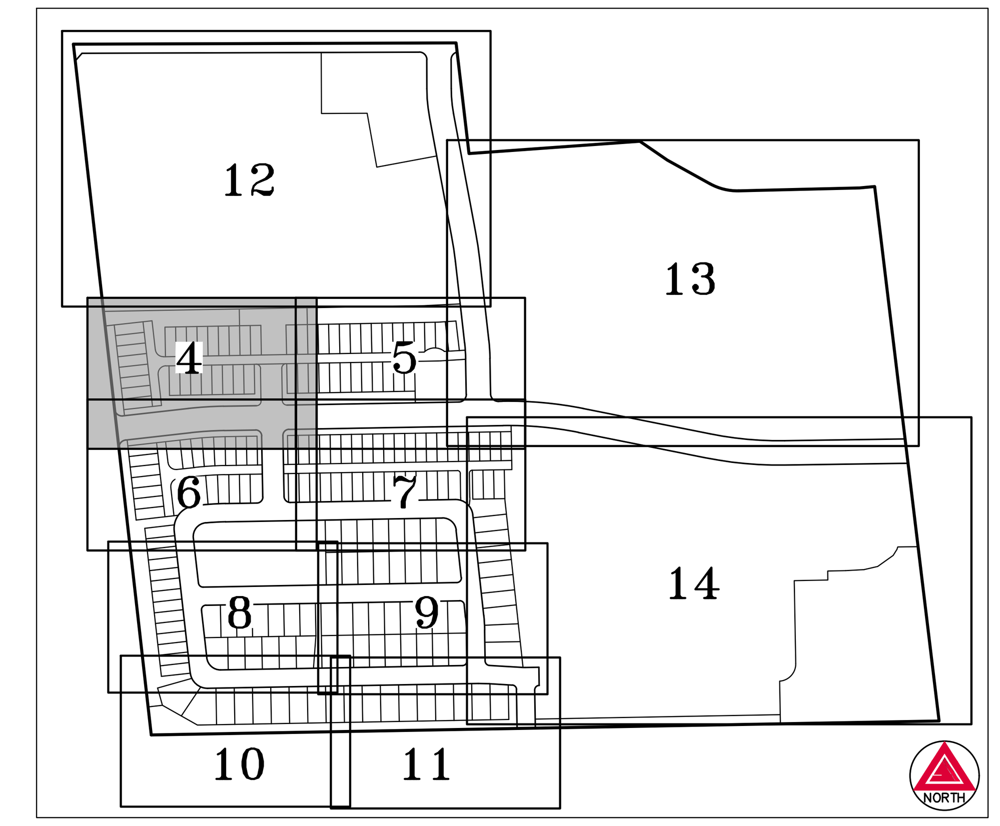


SEE SHEET 5

SEE SHEET 5

SEE SHEET 6

SEE SHEET 6



LEGEND

○	SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
## (circled)	BLOCK NUMBER
(shaded)	SIDEWALK EASEMENT

LINE TABLE

LINE	BEARING	LENGTH
L4	N01°01'11"W	151.09'
L5	S84°22'34"W	37.89'
L6	S86°16'53"W	38.18'
L7	S88°11'09"W	37.88'
L54	S83°34'33"W	0.50'
L55	S83°34'33"W	0.50'
L56	S78°23'26"W	9.69'
L57	S01°01'11"E	0.50'
L58	S06°25'27"E	0.50'

LINE TABLE

LINE	BEARING	LENGTH
L59	S06°25'27"E	0.50'
L60	N06°25'27"W	0.51'
L61	S88°58'49"W	2.09'
L62	S01°01'11"E	0.50'
L64	N06°25'27"W	0.51'
L65	N06°25'27"W	1.00'
L66	N06°25'27"W	1.00'
L67	N01°01'11"W	1.00'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C2	84°35'44"	26.00'	38.39'
C3	95°24'16"	26.00'	43.29'
C4	90°00'00"	15.00'	23.56'
C5	90°00'00"	15.00'	23.56'
C6	90°00'00"	15.00'	23.56'
C7	90°00'00"	15.00'	23.56'
C8	90°00'00"	25.00'	39.27'
C9	90°00'00"	25.00'	39.27'
C10	90°00'00"	20.00'	31.42'
C11	90°00'00"	20.00'	31.42'
C63	10°51'55"	234.00'	44.37'
C64	16°08'23"	359.00'	101.13'
C65	30°52'29"	199.00'	107.23'
C66	38°38'08"	84.00'	56.64'
C67	30°40'13"	131.00'	70.12'
C68	42°18'37"	92.00'	67.94'
C69	25°02'58"	143.00'	62.52'
C70	6°13'00"	151.00'	16.38'
C71	42°18'37"	84.00'	62.03'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C72	30°40'13"	139.00'	74.41'
C73	38°38'08"	76.00'	51.25'
C74	10°21'53"	207.00'	37.45'
C75	1°23'55"	207.00'	5.05'
C76	16°08'23"	351.00'	98.87'
C77	25°12'18"	8.00'	3.52'
C78	17°49'27"	143.00'	44.49'
C79	31°38'44"	254.00'	140.29'
C80	31°03'51"	246.00'	133.37'
C94	25°24'48"	13.00'	5.77'
C95	13°24'35"	349.00'	81.68'
C96	33°11'48"	21.00'	12.17'
C97	14°39'18"	357.00'	91.31'
C98	22°45'33"	199.00'	79.05'
C99	16°59'33"	751.00'	222.73'
C100	11°39'03"	143.00'	29.08'
C101	13°12'09"	743.00'	171.21'
C102	13°40'31"	137.00'	32.70'

SCALE: 1" = 30'

FOR AND ON BEHALF OF
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DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 4 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

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A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
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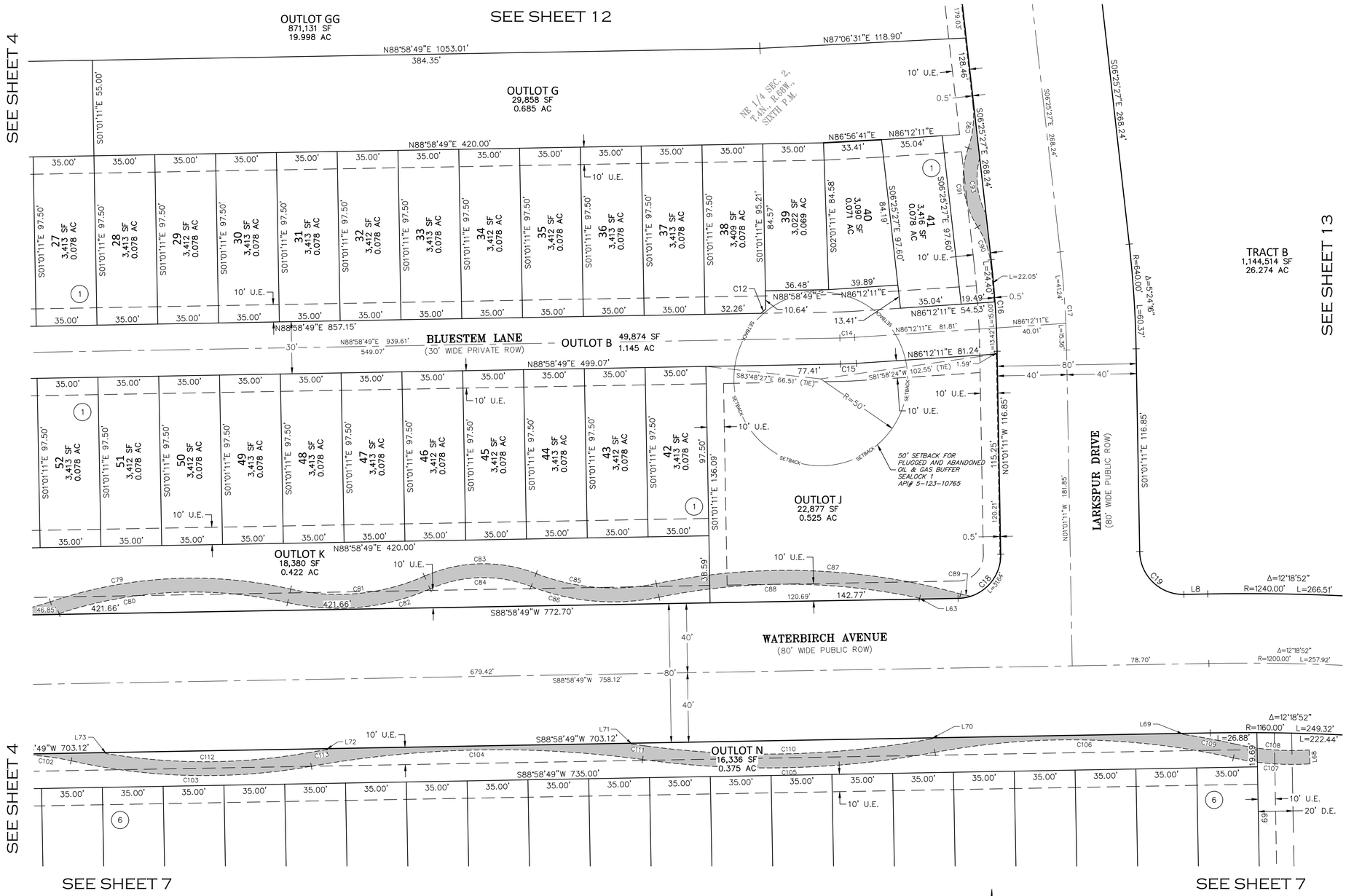


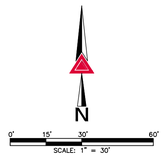
LEGEND

(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
(##)	BLOCK NUMBER
	SIDEWALK EASEMENT
SETBACK	SETBACK LINE

LINE TABLE		
LINE	BEARING	LENGTH
L8	S88°58'49"W	13.70'
L63	S01°01'11"E	0.50'
L68	N03°27'06"W	8.00'
L69	N01°01'11"W	0.50'
L70	N01°01'11"W	0.50'
L71	N01°01'11"W	0.50'
L72	N01°01'11"W	0.50'
L73	N01°01'11"W	0.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C12	4°05'30"	50.00'	3.57'
C14	2°46'39"	175.00'	8.48'
C15	2°46'39"	190.00'	9.21'
C16	5°24'16"	560.00'	52.82'
C17	5°24'16"	600.00'	56.60'
C18	90°00'00"	25.00'	39.27'
C19	90°00'00"	25.00'	39.27'
C79	31°38'44"	254.00'	140.29'
C80	31°03'51"	246.00'	133.37'
C81	36°38'39"	123.00'	78.67'
C82	36°38'39"	131.00'	83.78'
C83	45°00'50"	84.00'	65.99'
C84	45°00'50"	76.00'	59.71'
C85	32°46'38"	123.00'	70.36'
C86	32°46'38"	131.00'	74.94'
C87	27°06'45"	374.00'	176.98'
C88	23°39'05"	366.00'	151.08'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C89	7°08'07"	49.00'	6.10'
C90	26°40'29"	49.00'	22.81'
C91	52°06'48"	52.00'	47.30'
C92	25°40'37"	55.00'	24.65'
C93	43°01'54"	44.00'	33.05'
C102	13°40'31"	137.00'	32.70'
C103	22°43'13"	351.00'	139.19'
C104	17°48'46"	616.00'	191.51'
C105	18°18'43"	529.00'	169.07'
C106	23°15'31"	426.00'	172.93'
C107	16°31'06"	154.00'	44.40'
C108	16°32'19"	146.00'	42.14'
C109	4°09'05"	434.00'	31.45'
C110	18°17'48"	521.00'	166.37'
C111	0°41'24"	624.00'	7.52'
C112	19°37'40"	343.00'	117.50'
C113	1°18'04"	624.00'	14.17'



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DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 5 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

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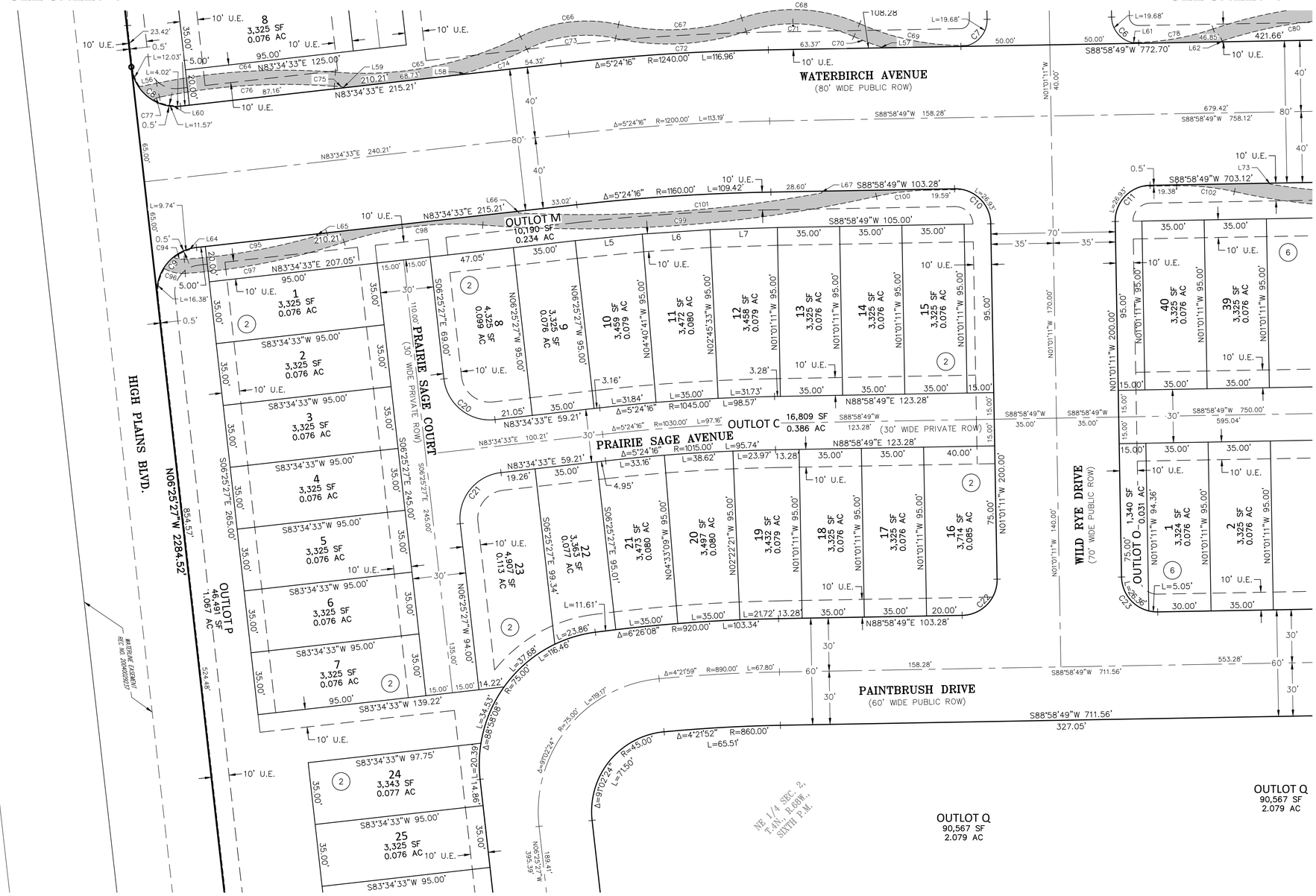


LEGEND

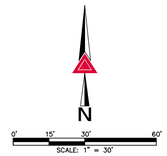
- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- (ROW) RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- ## BLOCK NUMBER
- SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L5	S84°22'34"W	37.89'
L6	S86°16'53"W	38.18'
L7	S88°11'09"W	37.88'
L56	S78°23'26"W	9.69'
L57	S01°01'11"E	0.50'
L58	S06°25'27"E	0.50'
L59	S06°25'27"E	0.50'
L60	N06°25'27"W	0.51'

LINE TABLE		
LINE	BEARING	LENGTH
L61	S88°58'49"W	2.09'
L62	S01°01'11"E	0.50'
L64	N06°25'27"W	0.51'
L65	N06°25'27"W	1.00'
L66	N06°25'27"W	1.00'
L67	N01°01'11"W	1.00'
L73	N01°01'11"W	0.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C8	90°00'00"	25.00'	39.27'
C9	90°00'00"	25.00'	39.27'
C10	90°00'00"	20.00'	31.42'
C11	90°00'00"	20.00'	31.42'
C20	90°00'00"	26.00'	40.84'
C21	90°00'00"	26.00'	40.84'
C22	90°00'00"	20.00'	31.42'
C23	90°00'00"	20.00'	31.42'
C64	16°08'23"	359.00'	101.13'
C65	30°52'29"	199.00'	107.23'
C66	38°38'08"	84.00'	56.64'
C67	30°40'13"	131.00'	70.12'
C68	42°18'37"	92.00'	67.94'
C69	25°02'58"	143.00'	62.52'
C70	6°13'00"	151.00'	16.38'
C71	42°18'37"	84.00'	62.03'
C72	30°40'13"	139.00'	74.41'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C73	38°38'08"	76.00'	51.25'
C74	10°21'53"	207.00'	37.45'
C75	1°23'55"	207.00'	5.05'
C76	16°08'23"	351.00'	98.87'
C77	25°12'18"	8.00'	3.52'
C78	17°49'27"	143.00'	44.49'
C80	31°03'51"	246.00'	133.37'
C94	25°24'48"	13.00'	5.77'
C95	13°24'35"	349.00'	81.68'
C96	33°11'48"	21.00'	12.17'
C97	14°39'18"	357.00'	91.31'
C98	22°45'33"	199.00'	79.05'
C99	16°59'33"	751.00'	222.73'
C100	11°39'03"	143.00'	29.08'
C101	13°12'09"	743.00'	171.21'
C102	13°40'31"	137.00'	32.70'



FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
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Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No: 164021-01 Drawn By: BAM

DEVELOPER
COLA, LLC/VIEW HOMES, INC.
3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 6 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGEND

(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
(##)	BLOCK NUMBER
	SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L8	S88°58'49"W	13.70'
L62	S01°01'11"E	0.50'
L63	S01°01'11"E	0.50'
L68	N03°27'06"W	8.00'
L69	N01°01'11"W	0.50'
L70	N01°01'11"W	0.50'
L71	N01°01'11"W	0.50'
L72	N01°01'11"W	0.50'
L73	N01°01'11"W	0.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C24	90°00'00"	13.00'	20.42'
C25	76°39'27"	13.00'	17.39'
C26	5°38'18"	85.00'	8.37'
C27	8°46'23"	100.00'	15.31'
C28	13°39'55"	115.00'	27.43'
C29	84°50'29"	57.00'	84.40'
C30	28°42'26"	100.00'	50.10'
C79	31°38'44"	254.00'	140.29'
C80	31°03'51"	246.00'	133.37'
C81	36°38'39"	123.00'	78.67'
C82	36°38'39"	131.00'	83.78'
C83	45°00'50"	84.00'	65.99'
C84	45°00'50"	76.00'	59.71'
C85	32°46'38"	123.00'	70.36'
C86	32°46'38"	131.00'	74.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C87	27°06'45"	374.00'	176.98'
C88	23°39'05"	366.00'	151.08'
C102	13°40'31"	137.00'	32.70'
C103	22°43'13"	351.00'	139.19'
C104	17°48'46"	616.00'	191.51'
C105	18°18'43"	529.00'	169.07'
C106	23°15'31"	426.00'	172.93'
C107	16°31'06"	154.00'	44.40'
C108	16°32'19"	146.00'	42.14'
C109	4°09'05"	434.00'	31.45'
C110	18°17'48"	521.00'	166.37'
C111	0°41'24"	624.00'	7.52'
C112	19°37'40"	343.00'	117.50'
C113	1°18'04"	624.00'	14.17'

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DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 7 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

SEE SHEET 6

SEE SHEET 6

SEE SHEET 9

SEE SHEET 10

SEE SHEET 10

SEE SHEET 9

LEGEND

(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
##	BLOCK NUMBER
	SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L74	S83°34'33"W	0.50'
L75	S83°34'33"W	0.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	84°35'44"	15.00'	22.15'
C32	95°24'16"	15.00'	24.98'
C114	6°58'41"	294.00'	35.81'
C115	29°20'54"	481.00'	246.38'
C116	25°24'21"	469.00'	207.96'

SCALE: 1" = 30'

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DATE OF PREPARATION:	08-11-2023
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SHEET 8 OF 14

BLUE SKY PRAIRIE FILING NO. 1

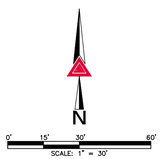
A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGEND

(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
S.W.E.	SIDEWALK EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
(##)	BLOCK NUMBER

LINE TABLE		
LINE	BEARING	LENGTH
L9	N06°10'42"W	41.48'
L10	S88°58'49"W	45.00'
L22	N88°58'49"E	13.00'
L23	S01°01'11"E	20.00'
L24	N88°58'49"E	13.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C33	95°09'31"	15.00'	24.91'
C34	84°50'29"	15.00'	22.21'
C35	5°09'31"	470.00'	42.32'
C36	5°09'31"	500.00'	45.02'
C37	5°09'31"	530.00'	47.72'
C38	90°00'00"	15.00'	23.56'
C39	85°33'43"	15.00'	22.40'
C40	4°26'17"	145.00'	11.23'
C41	4°26'17"	500.00'	38.73'
C42	4°26'17"	175.00'	13.56'
C43	4°26'17"	470.00'	36.41'
C44	85°33'37"	15.00'	22.40'
C45	90°00'06"	15.00'	23.56'



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SHEET 9 OF 14

BLUE SKY PRAIRIE FILING NO. 1

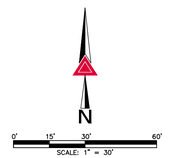
A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGEND

o	SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
R.W.L.E.	RAW WATER LINE EASEMENT
(##)	BLOCK NUMBER
	SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L25	N88°56'44"E	25.11'
L75	S83°34'33"W	0.50'
L76	S81°43'27"W	1.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C117	13°59'14"	254.00'	62.01'



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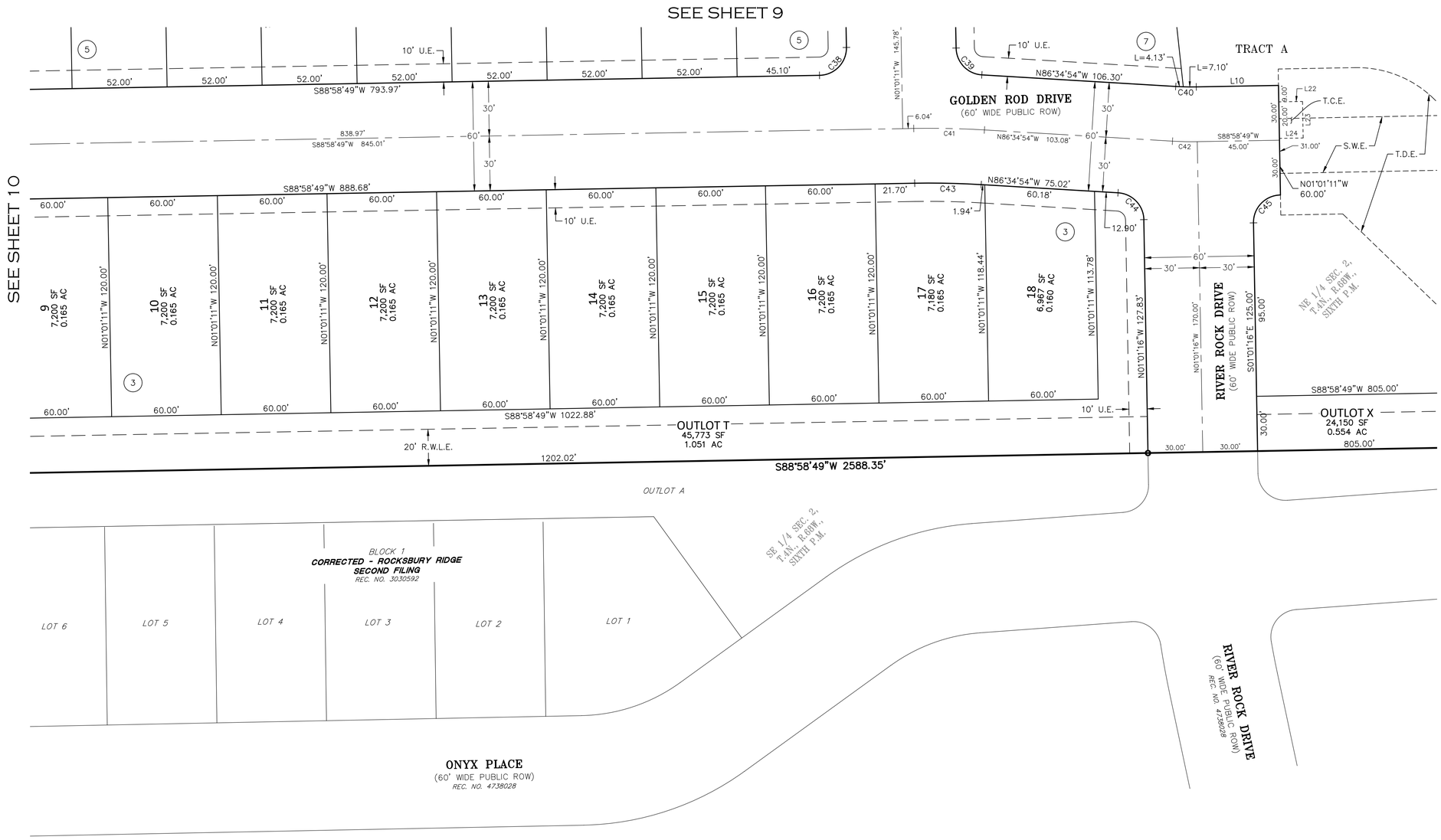
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 10 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.



LEGEND

o	SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
(ROW)	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
S.W.E.	SIDEWALK EASEMENT
T.D.E.	TEMPORARY DRAINAGE EASEMENT
R.W.L.E.	RAW WATER LINE EASEMENT
##	BLOCK NUMBER

LINE TABLE		
LINE	BEARING	LENGTH
L10	S88°58'49"W	45.00'
L22	N88°58'49"E	13.00'
L23	S01°01'11"E	20.00'
L24	N88°58'49"E	13.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C38	90°00'00"	15.00'	23.56'
C39	85°33'43"	15.00'	22.40'
C40	4°26'17"	145.00'	11.23'
C41	4°26'17"	500.00'	38.73'
C42	4°26'17"	175.00'	13.56'
C43	4°26'17"	470.00'	36.41'
C44	85°33'37"	15.00'	22.40'
C45	90°00'06"	15.00'	23.56'

N

0' 15' 30' 60'
SCALE: 1" = 30'

FOR AND ON BEHALF OF
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3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

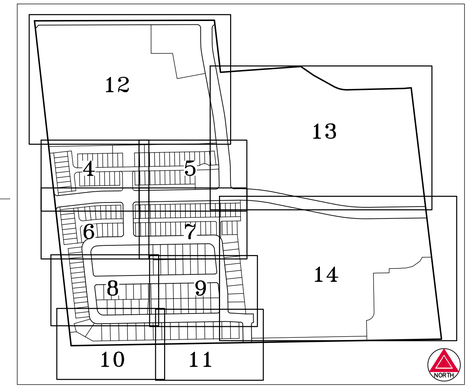
DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 30'
SHEET 11 OF 14	

BLUE SKY PRAIRIE FILING NO. 1

A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGEND

- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- 1 ● FOUND NO. 4 REBAR WITH NO CAP 0.4' ABOVE SURFACE
- 2 ● FOUND 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE IN DIRT ROAD
- (ROW) RIGHT-OF-WAY
- U.E. UTILITY EASEMENT
- SIDEWALK EASEMENT



N89°47'55"E 1257.04'
1200.50'
56.54'
30.70'
30' ROW DEDICATED BY THIS PLAT
N89°47'55"E 1107.23'
785.83'
471.51'
1107.01'
321.40'
55.18'
TEMPORARY CONSTRUCTION EASEMENT
DRAINAGE EASEMENT
20' TEMPORARY DRAINAGE EASEMENT
10' U.E.
0.5'
4.18'
S83°34'33"W 188.78'
S89°47'55"W 471.51'
S00°10'29"E 200.41'
105.25'
OUTLOT A
101,705 SF
2.335 AC
N89°49'31"E 150.12'
S01°10'29"E 179.67'
N79°27'52"E 200.00'
N10°32'08"W 396.11'
S01°32'08"E 396.11'
S00°12'05"E 95.00'
S06°39'05"E 366.32'
335.62'
271.04'
LARKSPUR DRIVE
(80' WIDE PUBLIC ROW)
TRACT B
TEMPORARY CONSTRUCTION EASEMENT
SEE SHEET 13
N06°25'27"W 2284.52'
828.52'
544.46'
OUTLOT GG
871,131 SF
19.998 AC
NE 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.
TEMPORARY CONSTRUCTION EASEMENT
272.70'
128.14'
48.21'
S06°25'27"E 268.24'
139.78'
175.41'
179.03'
N87°06'31"E 118.90'
N88°58'49"E 1053.01'
OUTLOT F
OUTLOT E
OUTLOT G
SEE SHEET 4
SEE SHEET 5

LINE TABLE		
LINE	BEARING	LENGTH
L11	N41°41'14"E	33.38'
L26	S79°27'52"W	15.00'
L27	N10°32'08"W	31.00'
L28	N79°27'52"E	15.00'
L29	S83°42'21"W	19.98'
L30	S06°17'39"E	20.00'
L31	S83°42'21"W	20.02'
L32	S06°25'27"E	25.23'
L33	N89°49'31"E	100.60'
L34	S83°34'33"W	11.52'
L35	N06°25'27"W	20.00'
L36	S83°34'33"W	11.52'

LINE TABLE		
LINE	BEARING	LENGTH
L37	S45°12'05"E	46.58'
L38	N89°49'31"E	3.93'
L39	N45°12'05"W	54.86'
L40	S89°49'31"W	12.21'
L41	N83°34'33"E	15.00'
L42	N06°25'27"W	20.00'
L43	N83°34'33"E	15.00'
L44	N79°27'52"E	20.00'
L45	N10°32'08"W	20.00'
L46	N79°27'52"E	20.00'
L77	S83°34'33"W	0.50'
L78	S83°34'33"W	0.50'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C46	90°00'00"	25.00'	39.27'
C47	78°25'58"	25.00'	34.22'
C48	10°20'03"	460.00'	82.97'
C49	10°20'03"	500.00'	90.18'
C50	10°20'03"	540.00'	97.40'
C51	4°06'42"	1160.00'	83.24'
C52	4°06'42"	1200.00'	86.11'
C53	4°06'42"	1240.00'	88.98'
C57	45°00'00"	110.00'	86.39'
C58	45°00'00"	90.00'	70.69'
C118	5°31'26"	269.00'	25.93'
C119	37°27'00"	281.00'	183.67'
C120	18°19'24"	169.00'	54.05'
C121	32°36'20"	269.00'	153.08'
C122	24°45'23"	61.00'	26.36'
C123	49°30'46"	53.00'	45.80'
C124	24°45'23"	61.00'	26.36'
C125	41°54'55"	45.00'	32.92'

N

0' 25' 50' 100'
SCALE: 1" = 50'

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DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 50'
SHEET 12 OF 14	

N85°51'58"E 562.80'

S55°23'44"E 109.84'

S61°02'33"E 160.32'

Δ=30°18'48"
R=184.58'
L=97.65'

N88°38'36"E 397.54'

15' DITCH EASEMENT TO BE DEDICATED TO HARRY LATERAL DITCH COMPANY BY SEPARATE DOCUMENT

N84°35'07"E
49.49'

S06°52'16"E 2279.52'

S06°52'16"E 1769.01'
835.50'

SEE SHEET 12

271.04'

S10°32'08"E 396.11'

N10°32'08"W 396.11'

L44 20.00' L45 L46

TEMPORARY CONSTRUCTION EASEMENT

105.07'

C53

C52

80'
40' 40'

S06°25'27"E 268.24'

SEE SHEET 5

C17

C54

S01°01'11"E 116.85'

LARKSPUR DRIVE
(60' WIDE PUBLIC ROW)

N01°01'11"W 181.85'

C89

L=31.64'

C19 L8

Δ=12°18'52" R=1240.00' L=266.51'

S88°58'49"W 758.12'

78.70'

Δ=12°18'52" R=1200.00' L=257.92'

40'
80'
40'

S78°42'18"E 425.85'

Δ=10°59'12" R=1160.00' L=222.44'

S78°42'18"E 425.85'

WATERBIRCH AVENUE
(80' WIDE PUBLIC ROW)

SEE SHEET 7

6

NE 1/4 SEC. 2,
T.4N., R.68W.,
SIXTH P.M.

TRACT B
1,144,514 SF
26.274 AC

RESERVED FOR
FUTURE DEVELOPMENT

N41°09'34"E 60.00'

S48°50'26"E 235.72'

S48°50'26"E 235.72'

60' TEMPORARY DRAINAGE EASEMENT

C60

C59 60.75'

S84°41'55"W (R)

S70°59'43"W (R)

158.58'

Δ=12°07'25" R=1160.00' L=245.45'

N89°10'17"E 395.94'

176.61'

SEE SHEET 14

LEGEND

- ○ SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- 2 ● FOUND 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE IN DIRT ROAD
- 3 ● FOUND 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE IN CONCRETE IRRIGATION CHANNEL
- (ROW) RIGHT-OF-WAY
- SIDEWALK EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L8	S88°58'49"W	13.70'
L44	N79°27'52"E	20.00'
L45	N10°32'08"W	20.00'
L46	N79°27'52"E	20.00'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C17	5°24'16"	600.00'	56.60'
C19	90°00'00"	25.00'	39.27'
C52	4°06'42"	1200.00'	86.11'
C53	4°06'42"	1240.00'	88.98'
C54	5°24'16"	640.00'	60.37'
C59	29°50'09"	20.00'	10.41'
C60	43°32'21"	80.00'	60.79'

N

0' 25' 50' 100'
SCALE: 1" = 50'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 164021-01 Drawn By: BAM

DEVELOPER
COLA, LLC/VIEW HOMES, INC.
3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 50'
SHEET 13 OF 14	

SEE SHEET 13

SEE SHEET 13

SEE SHEET 7

SEE SHEET 9

SEE SHEET 11

WATERBIRCH AVENUE
(80' WIDE PUBLIC ROW)

S78°42'18"E 425.85'

Δ=10°59'12" R=1160.00' L=222.44'

L=30.01'

L=4.85'

Δ=12°07'25" R=1160.00' L=245.45'

N89°10'17"E 395.94'

Δ=12°07'25" R=1200.00' L=253.91'

40'

80'

40'

N89°10'17"E 400.17'

40.22'

40.22'

Δ=12°07'25" R=1240.00' L=262.38'

N89°10'17"E 404.41'

182.24'

60.12'

162.05'

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

N

0' 25' 50' 100'
SCALE: 1" = 50'

23 3,325 SF 0.076 AC

22 3,325 SF 0.076 AC

21 3,325 SF 0.076 AC

20 3,325 SF 0.076 AC

6

SEE SHEET 7 FOR EASEMENT DETAILS

N01°01'11"W 144.69'

10' U.E.
20' D.E.

L21

17 3,325 SF 0.076 AC

18 3,325 SF 0.076 AC

19 3,325 SF 0.076 AC

6

N01°01'11"W 99.11'

TRACT A

S88°58'49"W 105.00'

OUTLOT S
7,325 SF
0.168 AC

1 5,500 SF 0.126 AC

7

2 5,500 SF 0.126 AC

3 5,500 SF 0.126 AC

4 5,500 SF 0.126 AC

5 5,500 SF 0.126 AC

6 5,500 SF 0.126 AC

7 6,483 SF 0.149 AC

8 6,542 SF 0.150 AC

7

9 9,572 SF 0.220 AC

N06°10'42"W 553.96'

TRACT A

S11°17'42"W 213.77'

S11°17'42"W 211.99'

S02°33'30"W 95.09'

S02°33'30"W 95.51'

30' SANITARY EASEMENT

S06°10'42"E 369.73'

S06°10'42"E 368.79'

S01°01'11"E 122.25'

S01°01'11"E 123.55'

NE 1/4 SEC. 2, T4N, R68W., SIXTH P.M.

LINE TABLE		
LINE	BEARING	LENGTH
L10	S88°58'49"W	45.00'
L12	S89°10'17"W	67.01'
L13	S17°55'36"W	8.25'
L14	S31°24'05"W	23.26'
L15	S54°29'45"W	62.57'
L16	S76°56'00"W	46.05'
L17	S86°46'05"W	60.57'
L18	S88°58'49"W	59.09'
L19	N01°01'11"W	29.83'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S88°58'49"W	24.96'
L47	S25°42'47"W	29.14'
L48	S88°58'49"W	33.59'
L49	S25°42'47"W	43.06'
L50	N88°58'49"E	33.92'
L51	S01°01'11"E	11.00'
L52	N01°01'11"W	9.00'
L53	N88°58'49"E	42.20'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C45	90°00'06"	15.00'	23.56'
C55	2°48'16"	145.00'	7.10'
C61	45°00'00"	60.00'	47.12'
C62	45°00'00"	60.00'	47.12'

60' TEMPORARY DRAINAGE EASEMENT

S04°23'27"E 350.25'

S04°23'27"E 346.17'

276.13'

L13

L12

L14

L15

L16

L17

L18

9.58'

9.13'

50.99'

36.93'

N88°58'49"E 110.31'

S06°52'16"E 1769.01'

TRACT A
937,251 SF
21.516 AC

RESERVED FOR
FUTURE DEVELOPMENT

LEGEND

- FOUND ALIQUOT CORNER AS SHOWN HEREON
- SET NO. 5 X 18" REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC PLS 37933"
- (ROW) RIGHT-OF-WAY
- R.W.L.E. RAW WATER LINE EASEMENT
- (##) BLOCK NUMBER
- SIDEWALK EASEMENT

N01°01'11"W 272.19'

OUTLOT U
233,728 SF
5.366 AC

S06°52'16"E 2279.52'

516.93'

548.78'

C55 TRACT A

L10

L52

L53

C62

N88°52'21"E 91.13'

S46°01'11"E 22.23'

N88°52'21"E 671.54'

30' SANITARY EASEMENT

L48

L47

L49

N88°52'21"E 790.00'

13.21'

468°07'59" R=57.00' L=466.68'

S01°01'16"E 140.87'

30.00'

18.19'

N01°01'11"W 60.00'

80'

S88°58'49"W 653.94'

C45

L51

L50

N46°01'11"W 93.94'

TEMPORARY DRAINAGE EASEMENT

95'

95.00'

110.09'

N01°01'11"W 140.09'

95.00'

C61

S88°58'49"W 647.23'

15.00'

S88°58'49"W 805.00'

S88°58'49"W 488.25'

30' SANITARY EASEMENT

30.16'

S01°01'16"E 125.00'

30.00'

20' R.W.L.E.

OUTLOT X 24,150 SF 0.554 AC

805.00'

20' R.W.L.E.

521.33'

30.00'

N88°58'49"E 2778.52'

S88°58'49"W 2588.35'

GOLDEN ROD DRIVE
(60' WIDE PUBLIC ROW)

RIVER ROCK DRIVE
(60' WIDE PUBLIC ROW)

3

17 7,180 SF 0.165 AC

18 6,967 SF 0.160 AC

EAST 1/4 COR., SEC. 2 T4N, R68W, 6TH P.M. POSITION CALCULATED FROM FOUND REFERENCE MONUMENTS

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
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Phone: (303) 713-1898
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AzTec Proj. No.: 164021-01 Drawn By: BAM

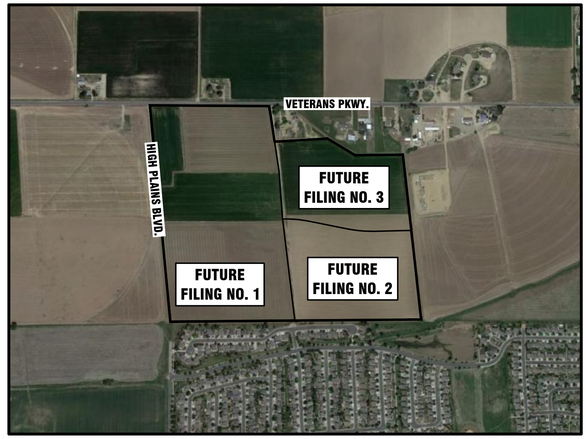
DEVELOPER
COLA, LLC/VIEW HOMES, INC.
3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	08-11-2023
SCALE:	1" = 50'
SHEET 14 OF 14	

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

BLUE SKY PRAIRIE FILING NO. 1 GENERAL NOTES

1. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
2. STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE TIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
3. LANDSCAPING, SIGNAGE, ENTRY MONUMENTATION, ARCHITECTURE, FENCING, TYPICAL ON-LOT LANDSCAPING AND LIGHTING FOR DEVELOPMENT WITHIN THIS FINAL DEVELOPMENT PLAN (FDP) SHALL BE FURTHER IDENTIFIED IN THE CIVIL CONSTRUCTION PLANS AND LANDSCAPING PLANS AND SHALL FOLLOW APPLICABLE STANDARDS OF THE ODP, TOWN OF JOHNSTOWN MUNICIPAL CODE, THE ODP DESIGN GUIDELINES, OR ANY DESIGN STANDARDS ESTABLISHED BY THE DEVELOPER FOR THE NEIGHBORHOOD.
4. IT IS ANTICIPATED THAT THE COMMUNITY WILL BE PHASED, AND THAT FUTURE FINAL PLATS AND FINAL DEVELOPMENT PLANS WILL BE PROVIDED ON A PHASED BASIS. PHASING WILL OCCUR IN A LOGICAL AND COST-EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSIONS, SITE ACCESS, AVAILABILITY OF UTILITIES SERVICES AND MARKET CONDITIONS.
5. ALL UNPLATTED PROPERTY WITHIN THE SUBDIVISION MAY REMAIN AGRICULTURAL USE UNTIL SUCH TIME DEVELOPMENT IN THE AREA COMMENCES.
6. THE SITE DOES NOT CONTAIN ANY ENDANGERED SPECIES.
7. NO ARCHAEOLOGICAL OR HISTORICAL AREAS HAVE BEEN IDENTIFIED ON THE SITE.
8. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED FOR THIS SITE.
9. SOIL CONTAMINATION LOCATED WITHIN THE PUBLIC RIGHT OF WAY WITHIN STREET B WILL BE EXCAVATED AND REPLACED WITH CLEAN FILL.



VICINITY MAP
1" = 750'

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°47'55" EAST, A DISTANCE OF 2634.59 FEET.

LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993 AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003 AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021 UNDER RECEPTION NO. 4738022,

COUNTY OF WELD, STATE OF COLORADO

APPROVALS

TOWN COUNCIL

THIS FINAL DEVELOPMENT PLAN, TO BE KNOWN AS BLUE SKY PRAIRIE FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

_____

CIVIL ENGINEER

LJA ENGINEERING, INC.
1765 WEST 121ST AVE, SUITE 300
WESTMINSTER, COLORADO 80234
PHONE: (303) 421-4224
CONTACT: KEVIN LOVELACE, P.E.

SURVEYOR

AZTEC CONSULTANTS, INC
1300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122
PHONE: (303)-713-1898
CONTACT: JIM LYNCH

PLANNER/LANDSCAPE

HENRY DESIGN GROUP
1501 WAZEE ST, UNIT 1-C
DENVER, CO 80202
PHONE: (303)-446-2368
CONTACT: KAREN HENRY

GEOTECHNICAL ENGINEER

CTL THOMPSON
1971 WEST 12TH AVE
DENVER, CO 80204
PHONE: (303)-825-0777
CONTACT: BENNY LUJAN, P.E.

DEVELOPER

COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, COLORADO 80921
PHONE: (719) 306-2976
CONTACT: TIM BUSCHAR

O&G ENVIRONMENTAL

CTL THOMPSON
1971 WEST 12TH AVE
DENVER, CO 80204
PHONE: (XXX)-XXX-XXXX
CONTACT: MATT WARDLOW.

AGENCY LIST

TOWN OF JOHNSTOWN
450 S. PARISH AVE
JOHNSTOWN, CO 80534
PHONE: (970) 578-9603
CONTACT: TROY WHITE

XCEL ENGERGY
550 15TH ST SUITE 700
DENVER, CO 80202
PHONE: (303) 571-7877

PVREA, INC.
7649 REA PKWY
FORT COLLINS, CO 80528
PHONE: (800) 432-1012

IMEG CORP.
7600 E. ORCHARD RD, SUITE 250-S
GREENWOOD VILLAGE, CO 80111
PHONE: (303) 796-6000
CONTACT: GREG WEEKS

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES & DETAILS
3	TYPICAL SECTIONS
4	OVERALL PLAN
5 - 9	DETAILED SITE PLAN (1-7)
10	PLANNING AREA & PEDESTRIAN CIRCULATION PLAN
11	COMMON & PUBLIC OPEN SPACE PLAN
12	LOT TYPICALS & DEVELOPMENT STANDARDS
13	OVERALL LANDSCAPE PLAN
14 - 22	LANDSCAPE PLAN (1-5)
23	HARDSCAPE PLAN & PARK DETAILS (1-3)
24-26	SITE DETAILS
27	FENCING PLAN
28	PLANT LIST AND DETAILS
29	LANDSCAPE REQUIREMENTS CHARTS
30-31	ARCHITECTURE ELEVATIONS
32-35	SITE LIGHTING PHOTOMETRIC

NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

LJA ENGINEERING

The Henry Design Group
1501 Wazee St, Suite 1-C
Denver, CO 80202
Phone: 303.446.2368

APPLICANT
COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

COVER

DATE MARCH 27, 2024

REVISIONS

DR. CWS | CH. ----
P.M. ----
JOB ----
SHEET NO. 1 OF 35

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

OUTLOT SUMMARY

	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
OUTLOT A	FUT OS/DETENTION	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	101,705	2.33
OUTLOT B	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	49,442	1.14
OUTLOT C	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	16,809	0.39
OUTLOT D	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,713	0.59
OUTLOT E	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	20,299	0.47
OUTLOT F	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,522	0.59
OUTLOT G	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	29,863	0.69
OUTLOT H	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	8,866	0.20
OUTLOT I	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	21,221	0.49
OUTLOT J	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	22,877	0.53
OUTLOT K	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	18,380	0.42
OUTLOT M	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	10,190	0.23
OUTLOT N	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	16,342	0.38
OUTLOT O	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	1,340	0.03
OUTLOT P	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	46,492	1.07
OUTLOT Q	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	90,567	2.08
OUTLOT R	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	4,367	0.10
OUTLOT S	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	33,474	0.77
OUTLOT T	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	45,773	1.05
OUTLOT U	OS / TRAIL / DETENTION	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	238,038	5.46
OUTLOT V	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	39,294	0.90
OUTLOT W	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	5,500	0.13
OUTLOT X	OS / DETENTION / SS	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,752	0.59
OUTLOT Y	OS / TRAIL / SS	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	9,223	0.21
OUTLOT Z	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	29,712	0.68
OUTLOT AA	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	161,582	3.71
OUTLOT BB	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	61,601	1.41
OUTLOT CC	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	9,889	0.23
OUTLOT DD	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	41,385	0.95
OUTLOT EE	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	17,889	0.41
OUTLOT FF	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	14,241	0.33
OUTLOT GG	FUT. DEVELOPMENT	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	871,131	20.00
		TOTAL AREA		2,114,479	48.54

OS = OPEN SPACE SS = SANITARY SEWER

LAND SUMMARY

	SQ. FT.	ACRES	%
LOT AREA	2,076,203	47.66	39.3%
ROADWAY AREA	1,086,041	24.93	20.6%
OUTLOTS - DRIVES (B, C, D)	92,979	2.13	1.8%
OUTLOTS - PONDS (A, U)	339,743	7.80	6.4%
OUTLOTS - LANDSCAPE (E, F, G, H, I, J, K, M, N, O, P, Q, R, S, T, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF)	811,636	18.63	15.4%
OUTLOT GG - FUTURE DEVELOPMENT	871,131	20.00	16.5%
TOTAL AREA	5,277,732	121.16	100%
TOTAL LOTS	413		

(1) OUTLOTS A-FF DEDICATED FOR CITY'S PARK, RECREATION & OPEN SPACE CREDIT

STREET SUMMARY

TYPE	NAME(S)	OWNERSHIP & MAINTENANCE
PRIVATE DRIVE - 26'	BLUESTEM AVE., BLUESTEM CT., PRAIRIE SAGE AVE., PRAIRIE SAGE CT., PRAIRIE SAGE PL.	HIGH PLAINS METRO DISTRICT #2
RESIDENTIAL LOCAL STREET (MOUNTABLE CURB)	PAINTBRUSH ST., BUSH CLOVER AVE., DROPSEED ST., PRAIRIE SMOKE AVE., GOLDEN ROD ST.	HIGH PLAINS METRO DISTRICT #2
RESIDENTIAL LOCAL STREET (VERTICAL CURB)	RIVER ROCK DR.	HIGH PLAINS METRO DISTRICT #2
RESIDENTIAL LOCAL ENTRY STREET WITH RAISED MEDIAN	WILD RYE DR.	HIGH PLAINS METRO DISTRICT #2
RESIDENTIAL COLLECTOR	WATERBIRCH AVE., LARKSPUR DR.	HIGH PLAINS METRO DISTRICT #2
MAJOR ARTERIAL	HIGH PLAINS BLVD., VETERANS PKWY.	HIGH PLAINS METRO DISTRICT #2

BLUE SKY PRAIRIE - PRELIMINARY LOT MIX

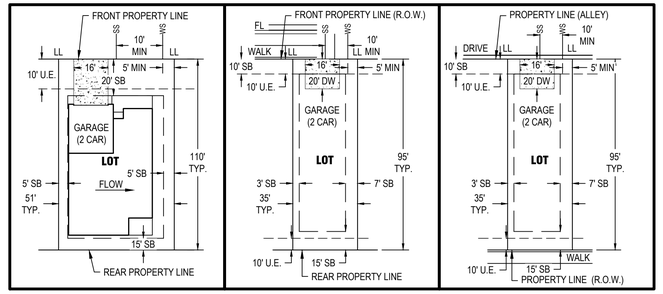
TYPICAL LOT FRONTAGE	LOT SIZE (sf)	HOME TYPE	EST. NUMBER OF DWELLING
60-feet	6,000 and greater	SFD	104
50-feet	5,000	SFD	51
40-feet	4,000	SFD	142
35-feet - Rear load	3,000	SFD	102
35-feet - Front load	3,000	SFD	14
25-feet - Rear load 30-feet - Front load	2,000 2,400	Pairs	n/a
20-feet	1,320	Cluster	n/a
22-feet	1,760	Townhomes	n/a
TOTAL			413

BLUE SKY PRAIRIE FILING NO. 1 (PA-4) - LOT COUNT

	LOT
60' SINGLE FAMILY DETACHED	18
50' SINGLE FAMILY DETACHED	56
35' FRONT-LOAD SINGLE FAMILY DETACHED	14
35' REAR-LOAD SINGLE FAMILY DETACHED	116
TOTAL	204

SIGHT LINES TABLE

SIGHT LINE NUMBER	*1 (ft)	*2 (ft)	DESIGN SPEED (MPH)
SL1	500	350	45-50
SL2	400	275	35
SL3	300	200	25
SL4	300	200	25
SL5	300	200	25
SL6	300	200	25
SL7	300	200	25
SL8	300	200	25
SL9	300	200	25
SL10	300	200	25
SL11	300	200	25
SL12	400	275	35
SL13	500	350	45-50
SL14	400	275	35
SL15	300	200	25
SL16	300	200	25
SL17	300	200	25
SL18	300	200	25
SL19	300	200	25
SL20	300	200	25
SL21	300	200	25
SL22	300	200	25
SL23	300	200	25
SL24	300	200	25
SL25	300	200	25
SL26	300	200	25
SL27	300	200	25
SL28	300	200	25
SL29	300	200	25
SL30	300	200	25
SL31	400	275	35
SL32	400	275	35
SL33	400	275	35
SL34	400	275	35



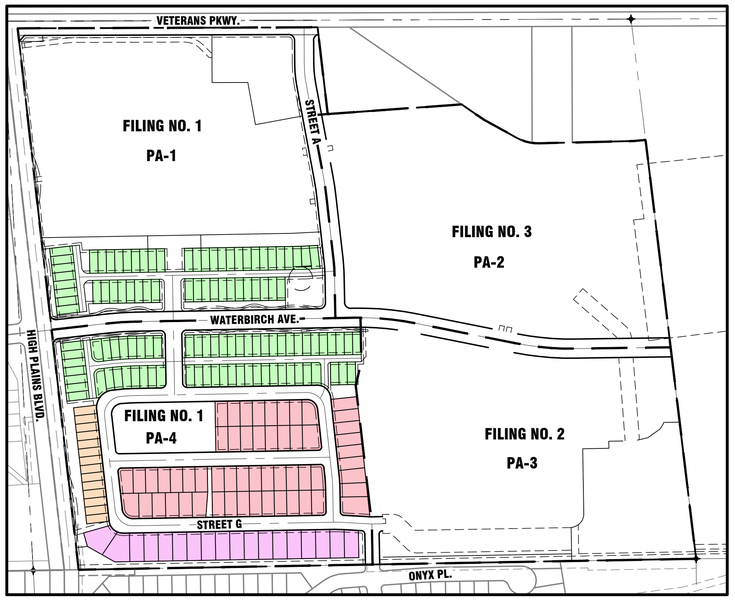
TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED N.T.S.

TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED 'NOOK' R.O.W. GARAGE ENTRANCE N.T.S.

TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED 'NOOK' ALLEY GARAGE ENTRANCE N.T.S.

NOTES:

1. LOT EASEMENTS SHALL BE AS SHOWN ON THIS DETAIL UNLESS OTHERWISE NOTED ON PLANS.



60' SINGLE FAMILY DETACHED

50' SINGLE FAMILY DETACHED

35' REAR-LOAD SINGLE FAMILY DETACHED

35' FRONT-LOAD SINGLE FAMILY DETACHED

PLANNING AREA 1: 53 DU / 12.3 DEV. AC = 4.31 DU/AC

PLANNING AREA 2: 128 DU / 28.1 AC = 4.56 DU/AC

PLANNING AREA 3: 81 DU / 28.5 AC = 2.84 DU/AC

PLANNING AREA 4: 151 DU / 30.2 AC = 5.00 DU/AC

LEGEND

- Property Line
- Right of Way Line
- Centerline
- Easement Line
- Lot Line
- Site Line
- Sight Distance Line
- Top of Embankment
- 100-YR W.S.E.
- Phase Line
- Retaining Wall
- Prop. Asphalt Pavement
- Prop. Asphalt Mill & Overlay
- Prop. Concrete Pavement
- Prop. Concrete Walk
- Prop. Crushed Fines
- Ex. Concrete Walk
- Ex. Asphalt Pavement
- Sight Distance Area
- Riprap
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Ex. Sanitary Line
- Ex. Water Line
- Ex. Storm Sewer Line
- Ex. Irrigation Pipe
- Ex. Fiber Optic Line
- Ex. Gas Line
- Ex. Telephone Line
- Ex. Overhead Electric
- Ex. Fence
- Sanitary Service Line
- Water Service Line
- Sanitary Sewer Manhole
- Fire Hydrant
- Thrust Block
- Water Valve
- Water Meter
- Storm Manhole
- Ex. Sanitary Sewer Manhole
- Ex. Water Valve
- Ex. Fire Hydrant
- Ex. Storm Manhole
- Ex. Street Light
- Ex. Sign
- Prop. Street Light
- Prop. Sign
- Proposed Major Contour (5280)
- Proposed Minor Contour
- Existing Major Contour (5280)
- Existing Minor Contour

300 0 150 300

SCALE 1 inch = 300 ft.

GENERAL ABBREVIATIONS

A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
BS	BOTTOM ELEVATION OF RISE
CE	CURB EXTENSION
CL	CENTERLINE
CT	CURB TRANSITION
CWN	CROWN
DBO	DESIGN BY OTHERS
DC	MEDIAN CURB & GUTTER
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
DW	DRIVEWAY
EOP	EDGE OF PAVEMENT
FES	FLARED END SECTION
FGB	FINISHED GROUND AT BOTTOM WALL ELEVATION
FGT	FINISHED GROUND AT TOP WALL ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FV	FIELD VERIFY
G	FINISHED GROUND
G.E.	GAS EASEMENT
GV	GATE VALVE
HP	HIGH POINT
LL	LOT LINE
LP	LOW POINT
MC	MOUNTABLE CURB & GUTTER
MH	MANHOLE
MSE	MECHANICALLY STABILIZED EARTH
P	PAVEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURB RETURN
PGL	PROFILE GRADE LINE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
RN	RECORDING NUMBER
S.E.	SANITARY EASEMENT
SEC	SECTION LINE
SL	SANITARY LINE
SS	SANITARY SERVICE
SW	SIDEWALK
TB	THRUST BLOCK
TC	TOP OF CURB
TR.E.	TRANSPORTATION EASEMENT
TS	TOP ELEVATION OF RISER
U.E.	UTILITY EASEMENT
U.G.E	UTILITY & GAS EASEMENT
VC	VERTICAL CURB & GUTTER
W.E.	WATER EASEMENT
WL	WATER LINE
WS	WATER SERVICE
W.S.W.	WATER SURFACE ELEVATION
WV	WATER VALVE

VC	VERTICAL C&G
MC	URBAN MOUNTABLE C&G
DC	MEDIAN C&G

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JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO
NOTES

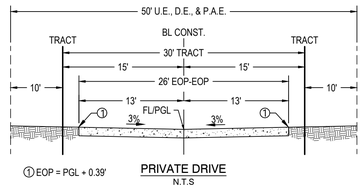
DATE
MARCH 27, 2024

REVISIONS

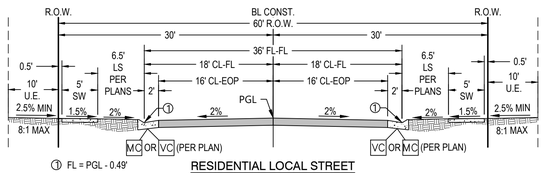
DR. CWS CH. ----
P.M. ----
JOB ----
SHEET NO. 2 OF 35

NOT FOR CONSTRUCTION

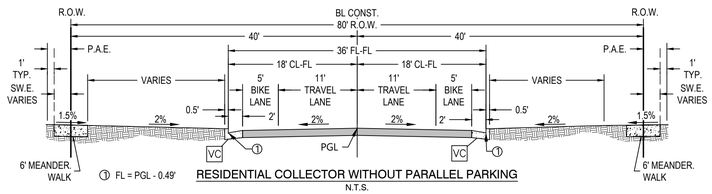
BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



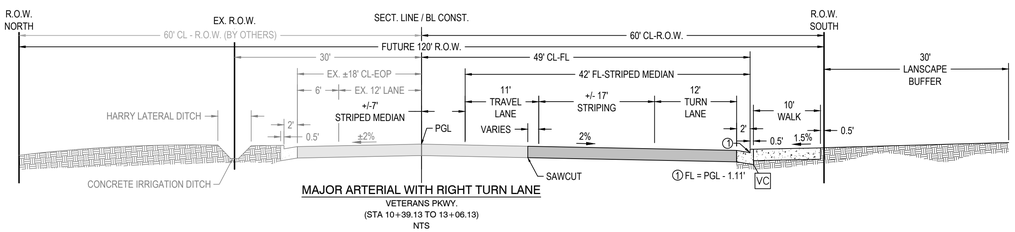
PRIVATE DRIVE
N.T.S



RESIDENTIAL LOCAL STREET
N.T.S.

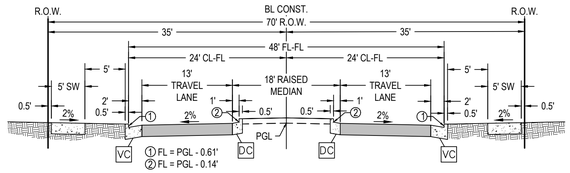


RESIDENTIAL COLLECTOR WITHOUT PARALLEL PARKING
N.T.S.

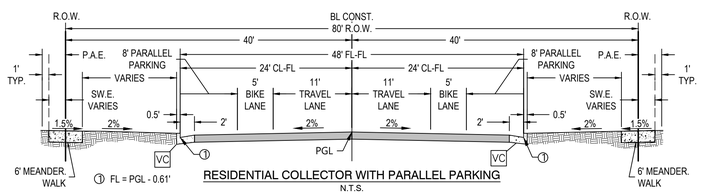


MAJOR ARTERIAL WITH RIGHT TURN LANE
VETERANS PKWY.
(STA 10+39.13 TO 13+06.13)
NTS

STREET SUMMARY	
TYPE	NAME(S)
PRIVATE DRIVE - 26'	BLUESTEM LN., PRAIRIE SAGE WAY
RESIDENTIAL LOCAL STREET (MOUNTABLE CURB)	PAINTBURSH DR., DROPSEED DR., GOLDEN ROD DR., PRAIRIE SMOKE LN., BUSH GLOVER WAY
RESIDENTIAL LOCAL STREET (VERTICAL CURB)	RIVER ROCK DR.
ENTRY STREET WITH RAISED MEDIAN	WILD RYE DR.
RESIDENTIAL COLLECTOR	WATERBIRCH AVE., LARKSPUR DR.
MAJOR ARTERIAL	HIGH PLAINS BLVD., VETERANS PKWY.

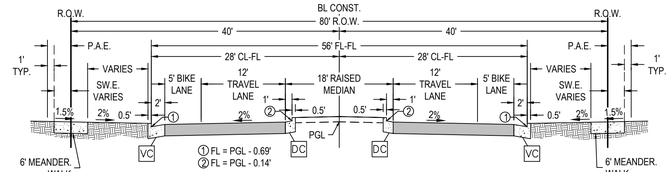


ENTRY STREET WITH RAISED MEDIAN
N.T.S.

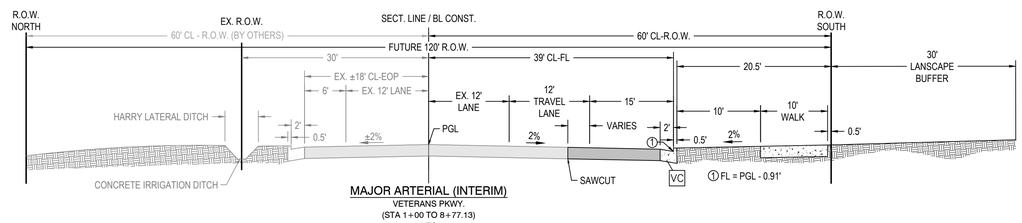


RESIDENTIAL COLLECTOR WITH PARALLEL PARKING
N.T.S.

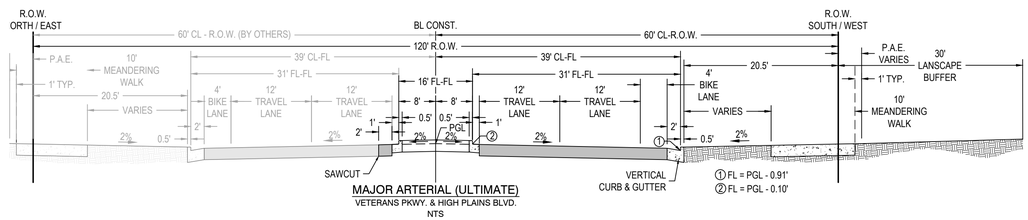
PARKING LOCATIONS PER PLAN, OPTIONAL ON BOTH SIDES OR ONLY ON ONE SIDE DEPENDING ON LOCATION.



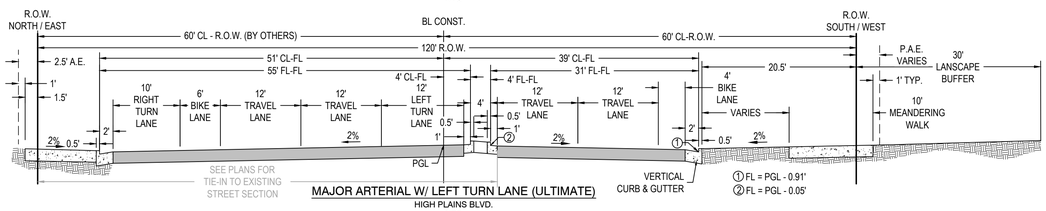
COLLECTOR WITH RAISED MEDIAN
N.T.S.



MAJOR ARTERIAL (INTERIM)
VETERANS PKWY.
(STA 1+00 TO 8+77.13)
NTS



MAJOR ARTERIAL (ULTIMATE)
VETERANS PKWY. & HIGH PLAINS BLVD.
NTS



MAJOR ARTERIAL W/ LEFT TURN LANE (ULTIMATE)
HIGH PLAINS BLVD.
NTS

NOT FOR CONSTRUCTION

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TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

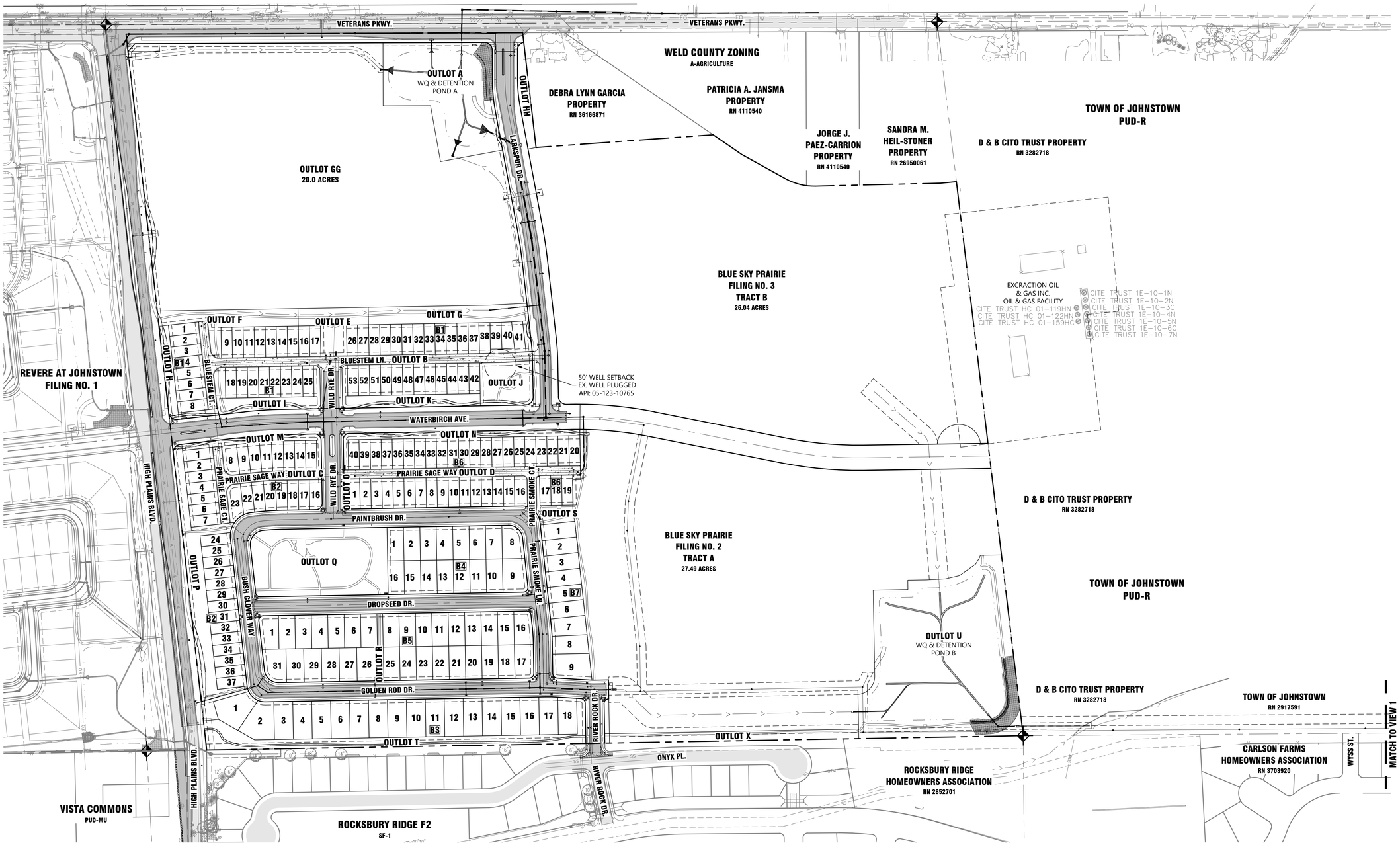
TYPICAL SECTIONS

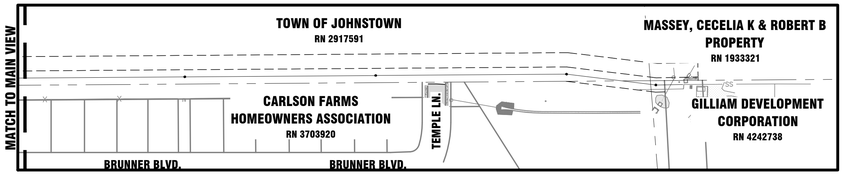
DATE
MARCH 27, 2024

REVISIONS

DR. CWS | CH. ----
P.M. ----
JOB ----
SHEET NO.
3 OF 35

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO





PROJECT BENCHMARK:

NGS CONTROL POINT "JOHNSON" BEING A ½" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.

DATUM ELEV. = 5000.64 (NAVD88)

50 0 25 50

SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

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JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

OVERALL PLAN

DATE
MARCH 27, 2024

REVISIONS

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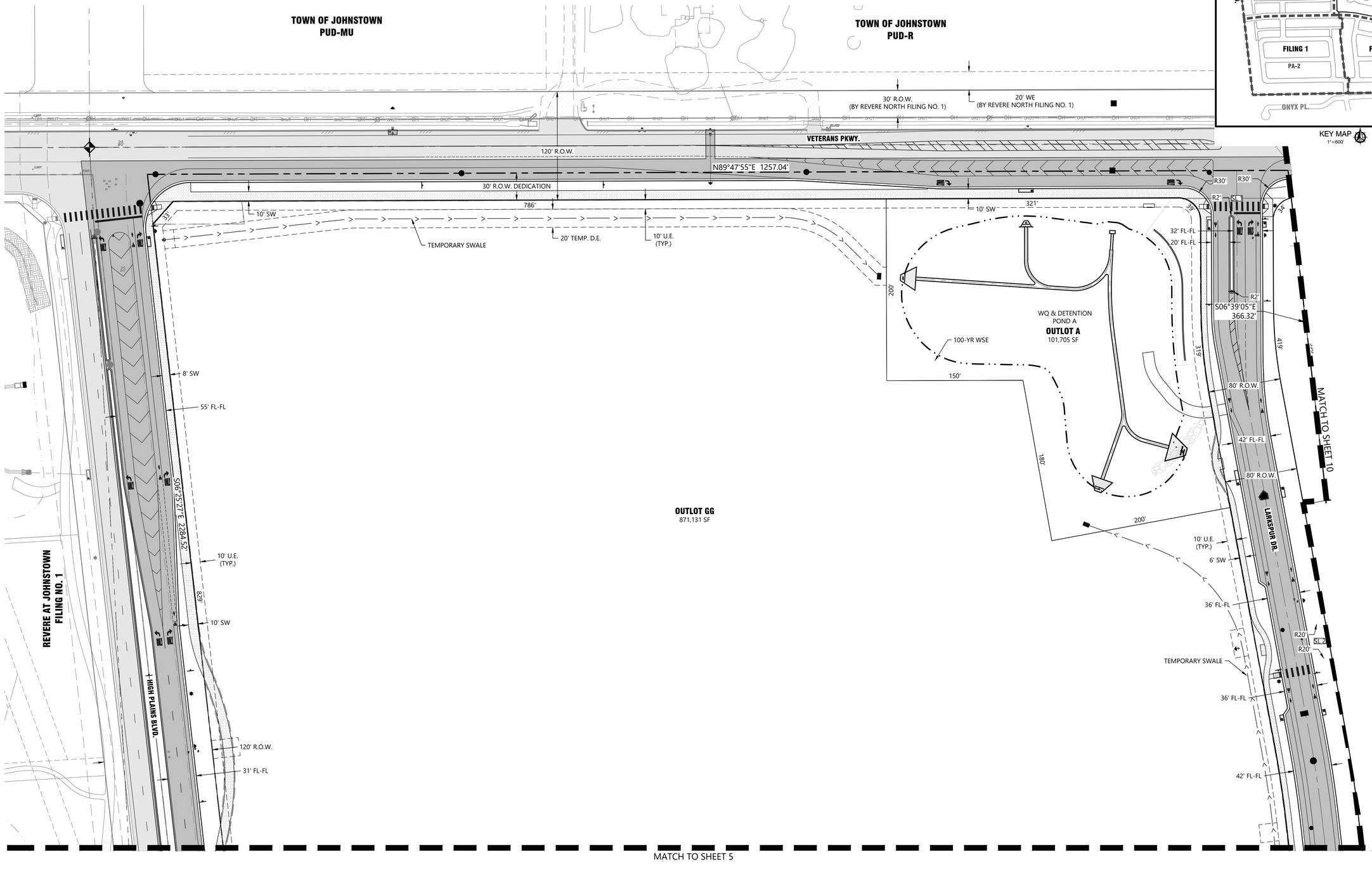
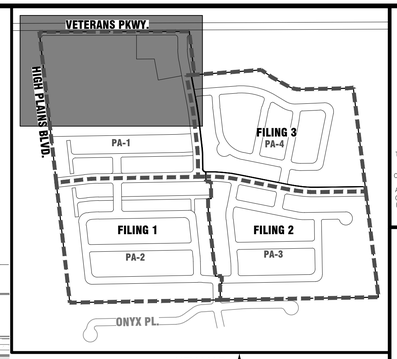
P.M. ----
JOB ----
SHEET NO.
4 OF 35

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO





KEY MAP
1"=600'

50 0 25 50
SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

Item #18.

811
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BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

SITE PLAN

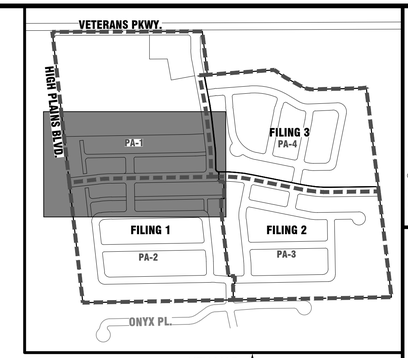
DATE
MARCH 27, 2024

REVISIONS

DR. CWS | CH. ----
P.M. ----
JOB ----
SHEET NO.
5 OF 35

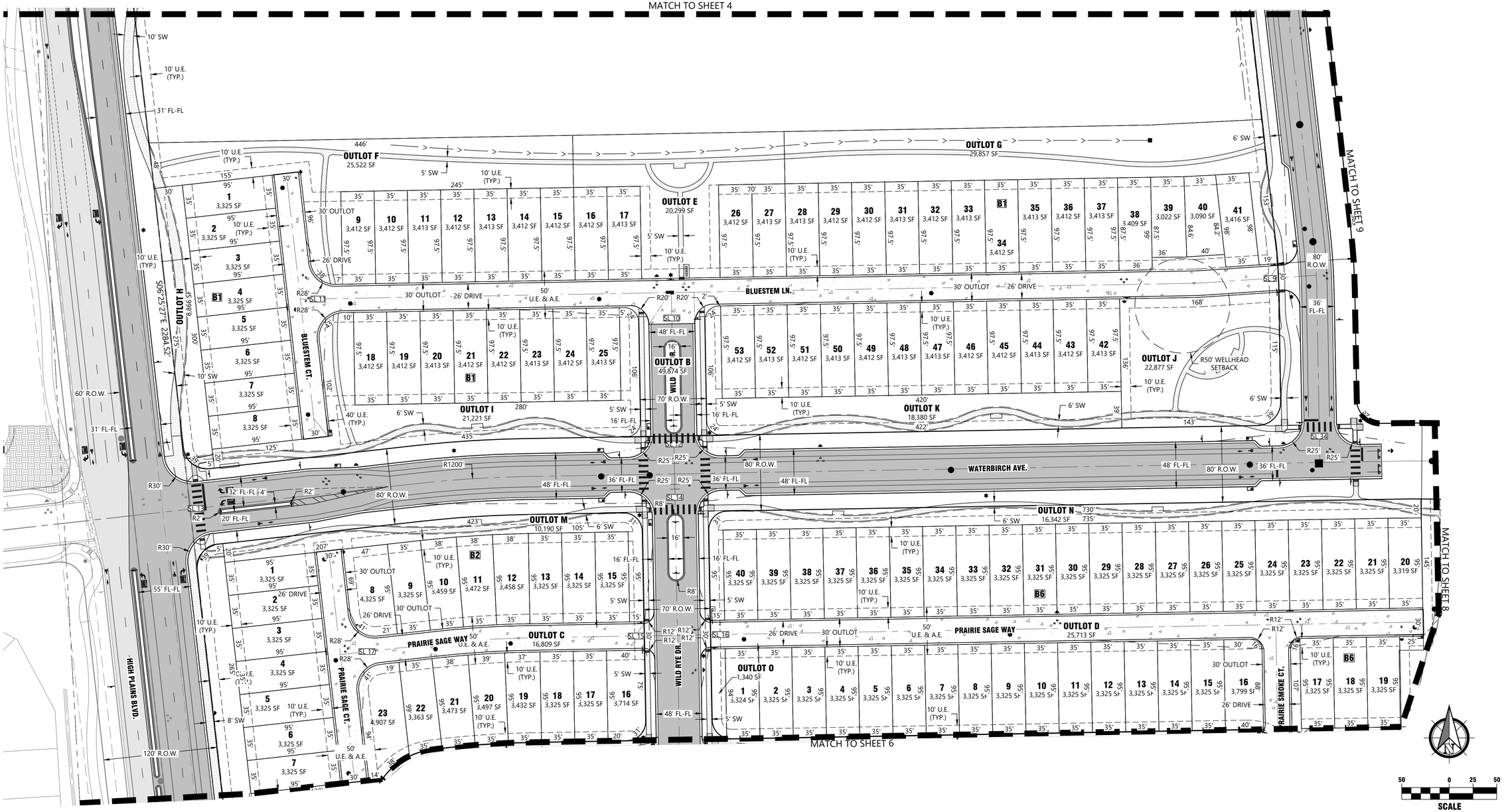
565

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP
1"=600'

MATCH TO SHEET 4



SCALE
1 inch = 50 ft.
50 0 25 50

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TIM BUSCHAR

COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

SITE PLAN

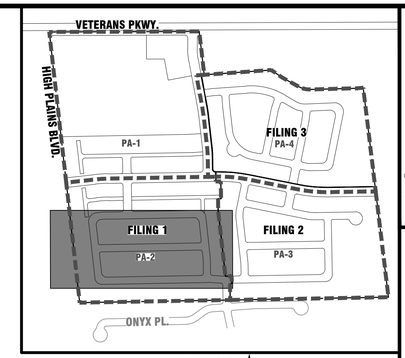
CLIENT

DATE
MARCH 27, 2024

REVISIONS

DR. CWS | CH. ----
P.M. ----
JOB ----
SHEET NO.
6 OF 35

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP
1"=600'

SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

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SITE PLAN

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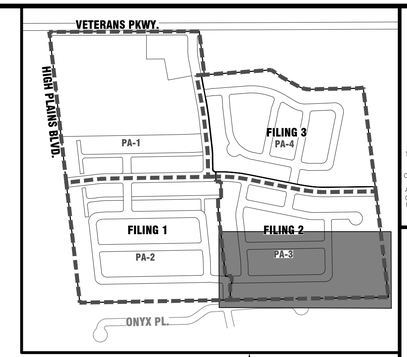
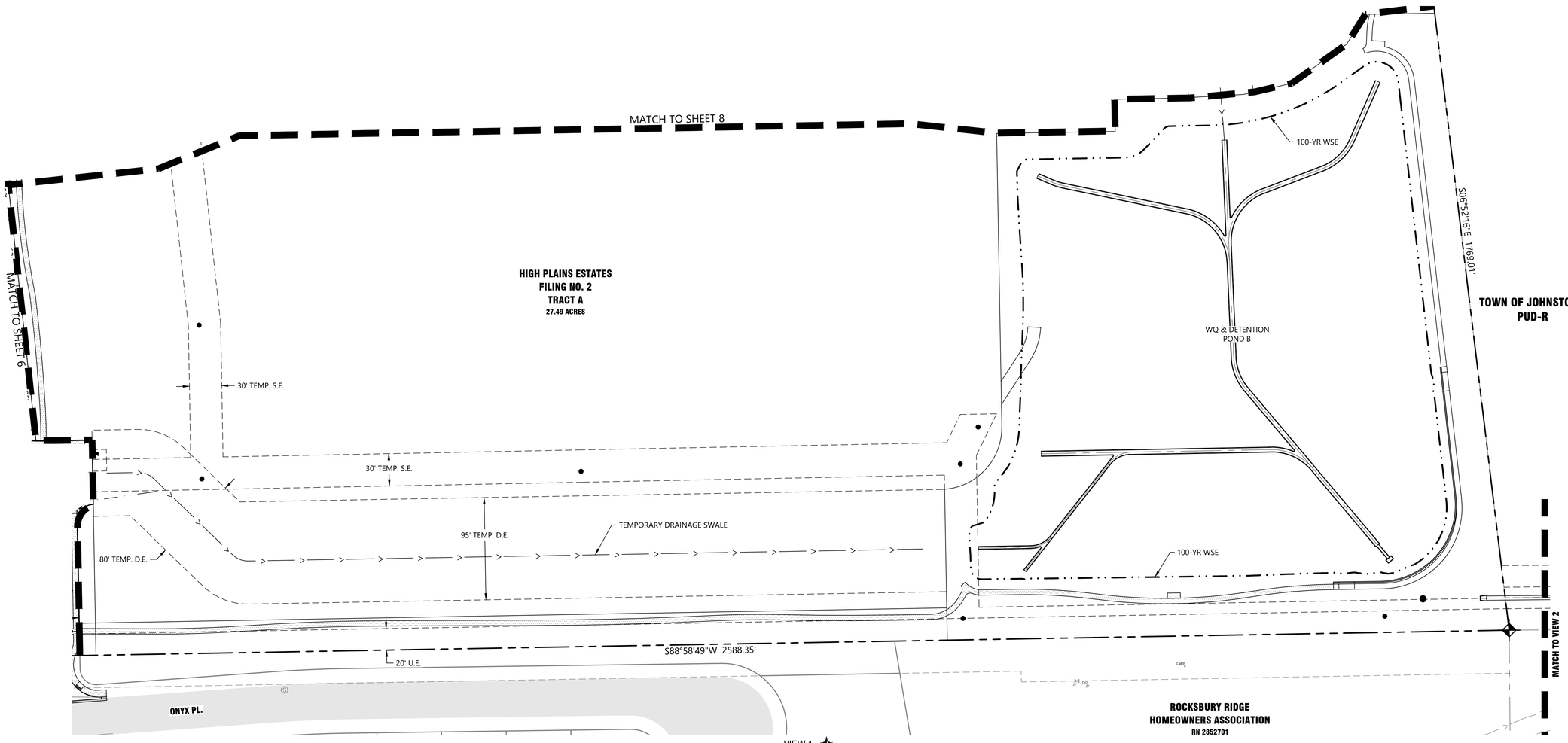
7 OF 35

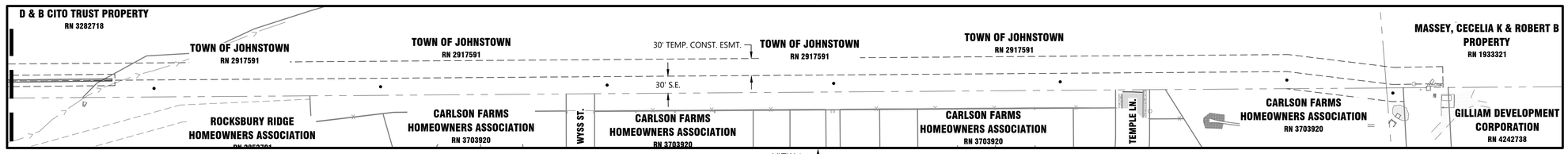
BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP
1"=600'



VIEW 1
1"=100'



VIEW 2
1"=100'

50 0 25 50
SCALE
1 inch = 50 ft.

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SITE PLAN

DATE
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REVISIONS

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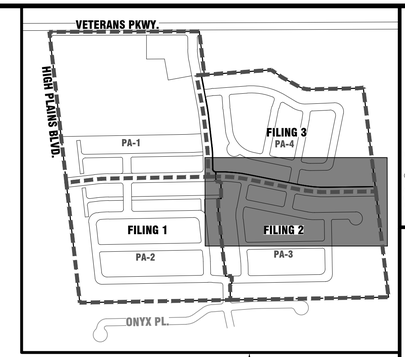
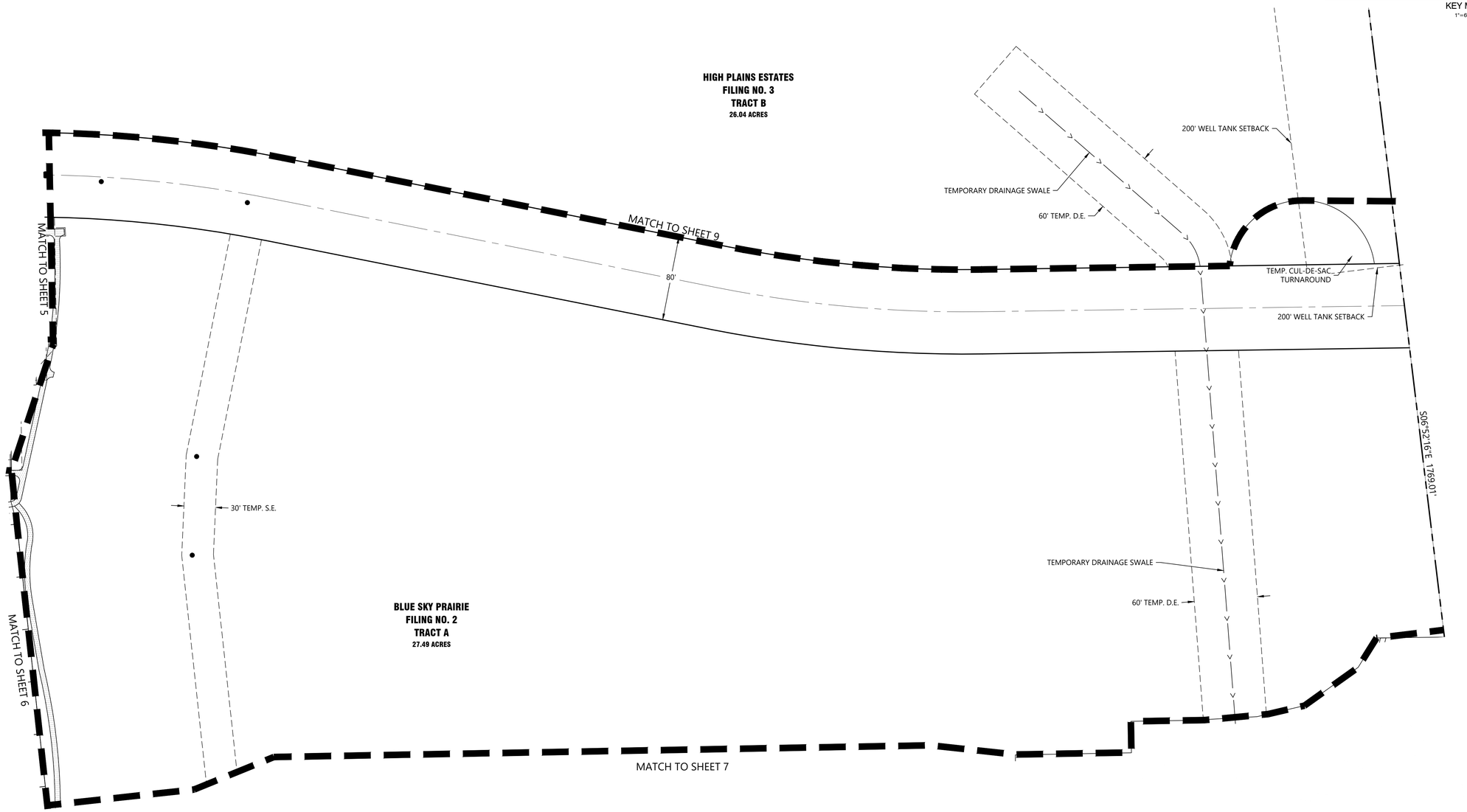
8 OF 35

BLUE SKY PRAIRIE FILING NO. 1
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP
1"=600'



50 0 25 50
SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

Item #18.

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

LJA ENGINEERING

henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
Phone: 303.446.2368

APPLICANT
COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES
BLUE SKY PRAIRIE FILING NO. 1
JOHNSTOWN, COLORADO

SITE PLAN

DATE MARCH 27, 2024

REVISIONS

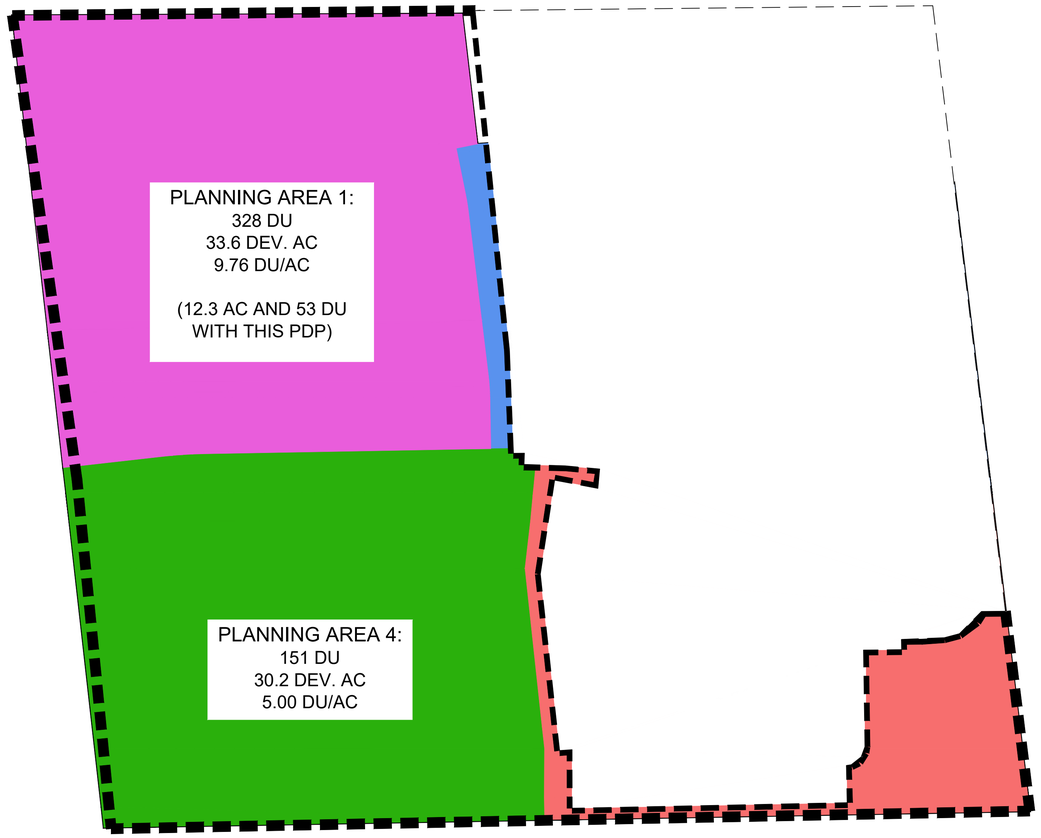
DR. CWS | CH. ----
P.M. ----
JOB ----
SHEET NO. 9 OF 35

569

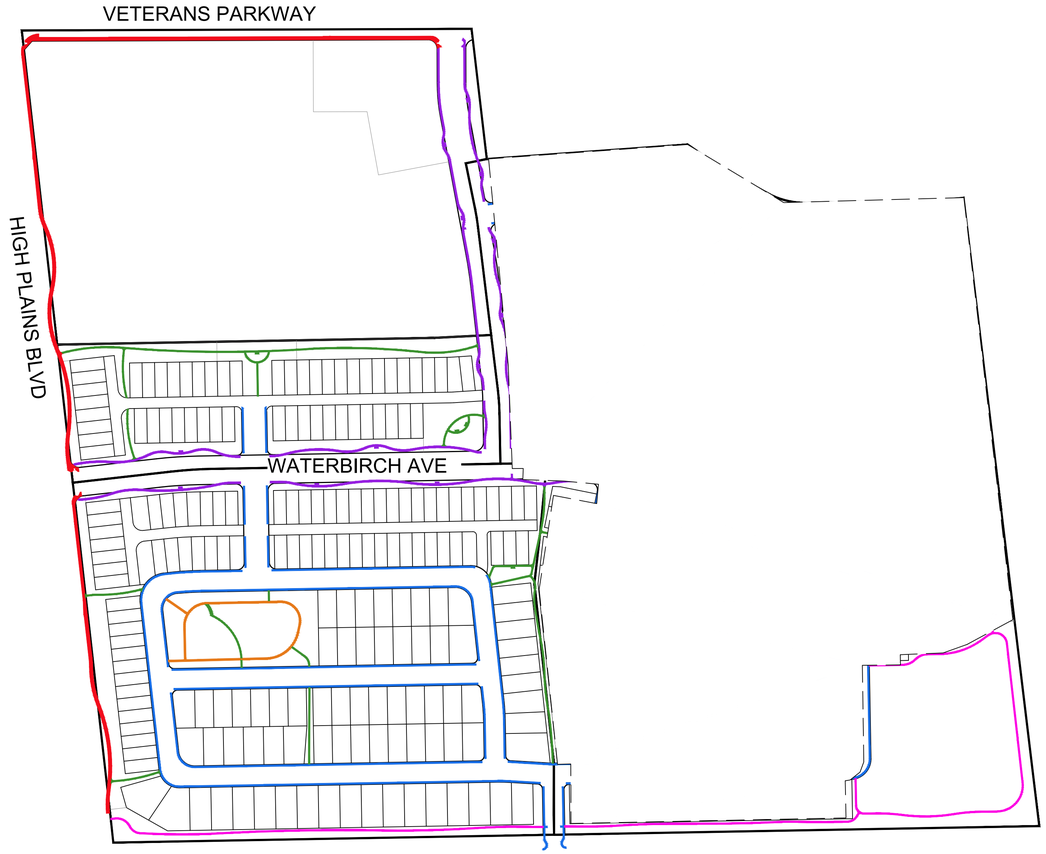
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



PLANNING AREAS
SCALE: 1" = 200'-0"



PEDESTRIAN CIRCULATION PLAN
SCALE: 1" = 200'-0"

LEGEND

- 10' REGIONAL TRAIL
- 6' DETACHED SIDEWALK
- 5' DETACHED SIDEWALK
- 6' TRAIL WITHIN TRACT AREA
- 5' TRAIL WITHIN TRACT AREA
- 5' CRUSHER FINES TRAIL

NORTH

0' 200' 400'
SCALE: 1" = 200'

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COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PLANNING AREAS & PEDESTRIAN CIRCULATION PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
10 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

OVERALL

PARKS AND OPEN SPACE

- TOTAL SITE AREA: 121.16 Acres
  -19.998 Acres (Tract 1 – Future Development) –
  - 2.335 Acres (Outlot A) – Detention Pond
- NET SITE AREA: 98.827 Acres

COMMON AND PUBLIC OPEN SPACE DATA			
	OPEN SPACE (20% of total)	PARK SPACE (10% of total)	USABLE OPEN SPACE + PARK (30% of total)
REQUIRED	19.76	9.89	29.65
PROVIDED	19.17	9.89	29.06

Notes:

1. Tract 1 shall provide 30% open space area.
2. All Public and Common Open Space dedications shall occur at the time of Final Plat. The dedications shall be on a community-wide basis. However, each Final Plat does not need to stand alone in meeting open space and park land dedication. Public and Common Open Space dedication shall be defined for each application, whether it be within the application or satisfied by previous applications or future applications. A tracking table of Public and Common Open Space shall be provided with each Final Plat/Final Development Plan application.
3. The .59 acres of open space shortage shall be met by providing additional amenities in the parks. The extra amenities shall be indicated at the time of Final Plat/Final Development Plan.
4. Park credit may extend to the top back of curb for the streets adjacent to the parks as the walks will meander away from the street and through the parks.
5. Open space credit is to include the enhanced landscape areas from within the right-of-way from the back of curb to the lot lines along Waterbirch Avenue, High Plains Boulevard and Collector Street A. Enhancements along these streets include:
   a. Alley-loaded homes facing a portion of both High Plains Boulevard and Waterbirch Avenue creating a pleasing and engaging streetscape.
   b. Meandering 10-walk along High Plains Estates Boulevard and a 6-foot walk along Waterbirch Avenue are provided with seat nodes and enhanced landscaping creating a significant streetscape image that is comfortable for the user.
   c. Portions of Waterbirch Avenue are adjacent to park space where the walk can meander further into the open area creating a more open feel along the streetscape.
   d. The entries into the neighborhood from High Plains Boulevard and Veterans Parkway will have a median with signage and landscaping announcing arrival to the neighborhood and create the start of the significant streetscape image.

PARK & OPEN SPACE TRACKING TABLE PER NOTE NO. 2 ABOVE

OUTLOT	ACREAGE	OWNERSHIP	MAINTENACE	USE	OS CREDIT ACREAGE	PARK CREDIT ACREAGE
A	2.335	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	FUTURE OPEN SPACE/DETENTION	0	0
E	0.466	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.466
F	0.586	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.586	0
G	0.686	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.686	0
H	0.204	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.204	0
I	0.487	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.487	0
J	0.525	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.525
K	0.422	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.422	0
M	0.234	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.234	0
N	0.375	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.375	0
O	0.031	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.031	0
P	1.067	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.067	0
Q	2.079	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	2.079
R	0.100	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.1	0
S	0.768	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.768	0
T	1.051	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.051	0
U	5.465	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE /TRAIL/DETENTION	5.465	0
X	0.591	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / DETENTION/SS	0.591	0
TOTAL	17.472				12.067	3.07

OVERALL OUTLOT TABLE

OUTLOT	ACREAGE	OWNERSHIP	MAINTENACE	USE	OS CREDIT ACREAGE	PARK CREDIT ACREAGE
A	2.335	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	FUTURE OPEN SPACE/DETENTION	0	0
B	1.122	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
C	0.386	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
D	0.59	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
E	0.466	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.466
F	0.586	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.586	0
G	0.686	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.686	0
H	0.204	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.204	0
I	0.487	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.487	0
J	0.525	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.525
K	0.422	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.422	0
M	0.234	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.234	0
N	0.375	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.375	0
O	0.031	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.031	0
P	1.067	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.067	0
Q	2.079	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	2.079
R	0.100	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.1	0
S	0.768	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.768	0
T	1.051	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.051	0
U	5.465	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE /TRAIL/DETENTION	5.465	0
V	0.902	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.902
W	0.126	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.126	0
X	0.591	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / DETENTION/SS	0.591	0
Y	0.212	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/TRAIL/SS	0.212	0
Z	0.682	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.682	0
AA	3.709	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	3.709
BB	1.414	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	1.414
CC	0.227	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPENSPACE/LANDSCAPE	0.227	0
DD	0.950	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.950	0
EE	0.411	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.411	0
FF	0.327	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE/DRAINAGE	0.327	0
CURBSIDE LANDSCAPE ADJACENT TO PARKS AND OPEN SPACE	4.965	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	4.17	0.795
TOTALS					19.17	9.89

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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
COMMON & PUBLIC OPEN SPACE PLAN

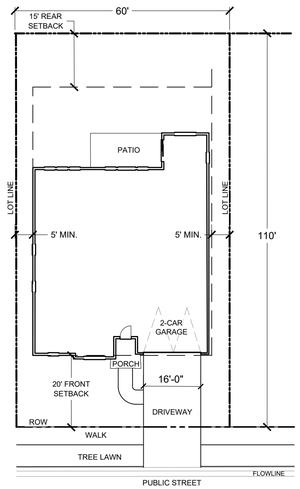
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
11 of 35

BLUE SKY PRAIRIE

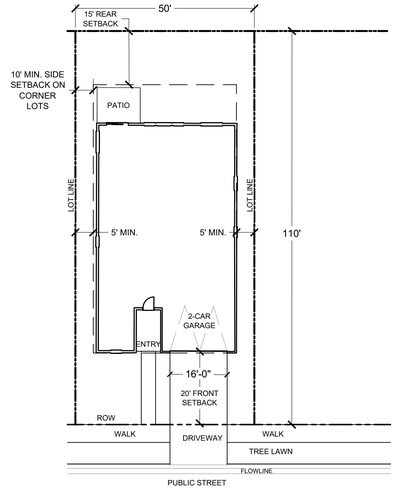
FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



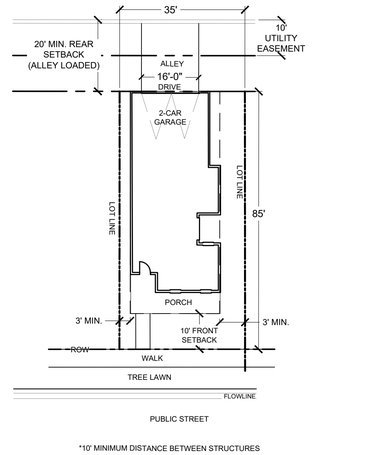
50' SINGLE FAMILY DETACHED

FRONT LOADED 60' LOT TYPE



40' SINGLE FAMILY DETACHED

FRONT LOADED 50' LOT TYPE



*10' MINIMUM DISTANCE BETWEEN STRUCTURES

SINGLE FAMILY DETACHED 'NOOK'

ALLEY LOADED 35' LOT TYPE

LAND USE DEVELOPMENT STANDARDS	
MINIMUM LOT SIZE	**PA-1:** 3,000 SF (Not including Tract 1) **PA-2:** 4,000 SF **PA-3:** 6,500 SF **PA-4:** SFD Fee simple lot 6,500 SF for the first row of homes along the southern property line SFD Fee simple lot internal to PA-4 5,500 SF 3,000 SF for creative development options/alternate building types up to a maximum density of 7 DU/Ac.
BUILDING SETBACKS	
FRONT to face of front-loading Garage	**PA-1, 2, 3, and 4**: 20-feet
FRONT to primary structure or covered porch on side or rear loading garage	**PA-1, 2, 3, and 4**: 10-feet
REAR to property line	**PA-1**: 10-feet **PA-2, 3, and 4:** 15- feet **PA- 4:** 20-feet adjacent to Rocksbury Ridge
REAR From alley to garage minimum	**PA-1 and 4**: 5-feet **PA- 3, and 4:** NA Building garage setback from alley or private drive shall be setback less than 7-feet or 20-feet or greater
SIDE Interior lot line SFD	**PA-1 and 4:** 3-feet **PA 2 and 3:** 5-feet
CORNER SIDE from alley or ROW	**PA-1, 2, 3, and 4:** 10-feet
SIDE to face of side loading garage	**PA-1, 2, 3, and 4:** 20-feet
ACCESSORY USES AND DWELLING UNITS	Per the Johnstown Municipal Code
MAXIMUM BUILDING HEIGHT	35-feet
PARKING	Per the Johnstown Municipal Code

LAND USE DEVELOPMENT STANDARDS

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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
LOT TYPICALS & DEVELOPMENT STANDARDS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
12 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

WELD COUNTY ROAD 50/ VETERANS PARKWAY

SHEET 14

SHEET 15

SHEET 17

SHEET 16

SHEET 18

SHEET 19

SHEET 20

SHEET 21

SHEET 22

HIGH PLAINS BOULEVARD

BLUESTEM LANE

BLUESTEM CT.

WILD RYE DRIVE

WATERBIRCH AVE.

PAINTBRUSH DRIVE

DROPSEED DRIVE

GOLDENROD DRIVE

OVERALL LANDSCAPE SITE PLAN

SCALE: 1" = 120'-0"

NORTH

0' 120' 240'

SCALE: 1" = 120'

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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
OVERALL LANDSCAPE PLAN

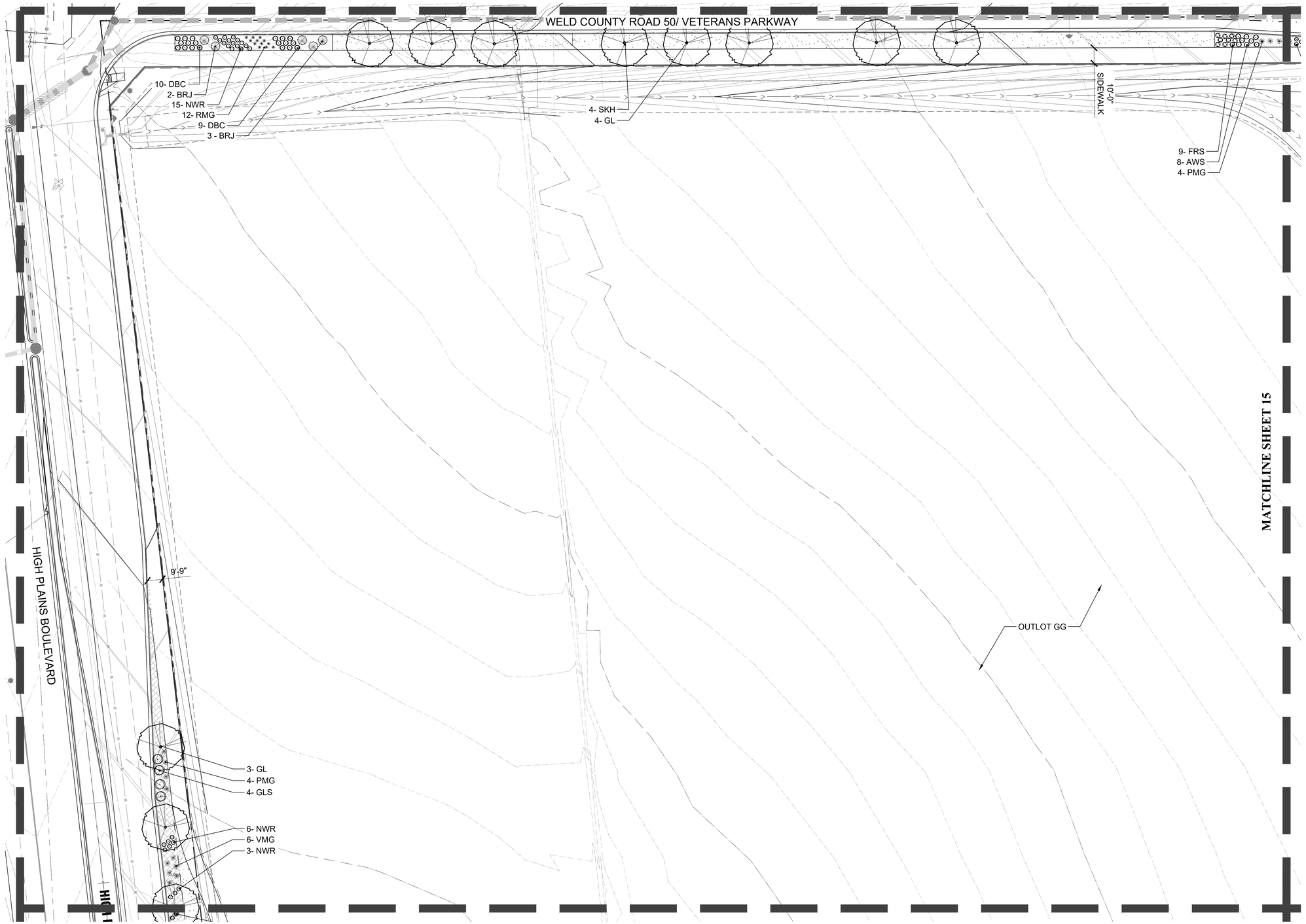
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
13 of 35

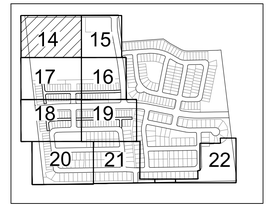
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



LANDSCAPE PLAN
SCALE: 1" = 30'-0"



KEY MAP
SCALE: NTS

NOTES:

1. SIGHT DISTANCE TRIANGLE SHALL BE PROVIDED PER LCUASS FIG. 7-16.
2. SIGHT TRIANGLE MUST FALL WITHIN PUBLIC ROW, OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN (SHOWN ON PLAT, OR IF NOT THEN BY SEPARATE DOCUMENT).
3. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED ON A CASE BY CASE BASIS WITHIN SIGHT TRIANGLE, BUT SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.
4. NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
5. NO TREES OR SHRUBS SHALL BE PLANTED OVER OR WITHIN 5' OF ANY WET UTILITY LINES.
6. NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS OF ANY DRAINAGE SWALE OR CHANNEL, NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS; 12" MAX. HT.
- NATURE'S PRAIRIE SOD
- SOD
- 1 1/2" RIVER ROCK MULCH, SALT & PEPPER
- 1 1/2" RIVER ROCK MULCH, MESA GREY
- CONCRETE WALK
- STABILZED CRUSHER FINES - GRAY BREEZE
- GRAVEL PATH
- 2"-4" COBBLE STONE
- ENGINEERED WOOD FIBER
- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE
- 42" OPEN RAIL FENCE
- 42" ORNAMENTAL FENCE
- 5' PRIVACY FENCE
- 5' PRIVACY FENCE

NORTH

0' 30' 60'
SCALE: 1" = 30'

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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
14 of 35

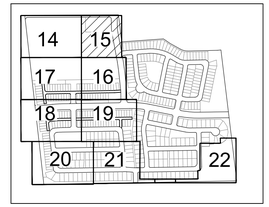
574

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

LANDSCAPE PLAN
SCALE: 1" = 30'-0"



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LEGEND

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- EXISTING CONTOUR
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- 5' PRIVACY FENCE
- 5' PRIVACY FENCE

NORTH

0' 30' 60'
SCALE: 1" = 30'

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LJA ENGINEERING

DATE

REVISION DESCRIPTION

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

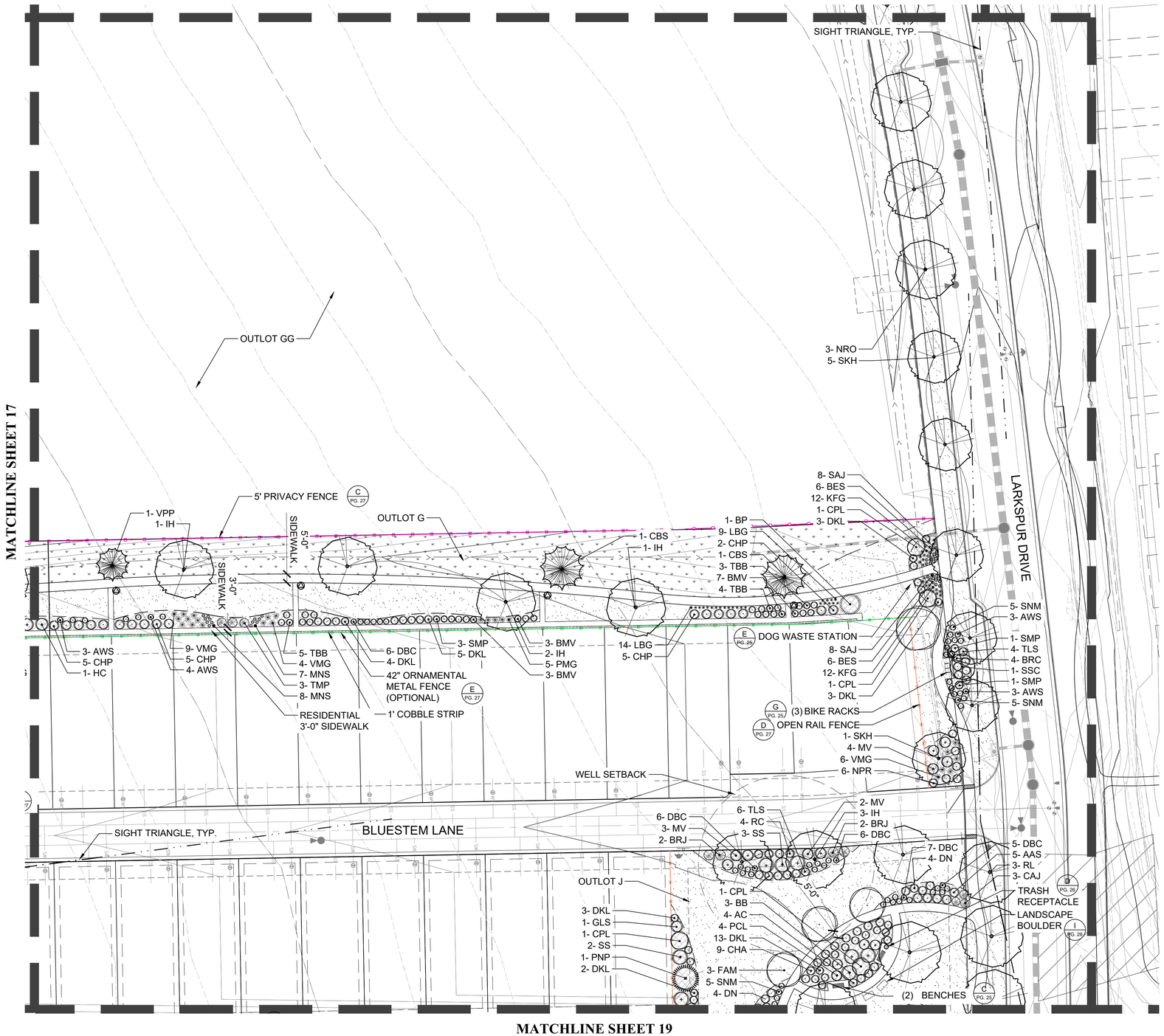
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
15 of 35

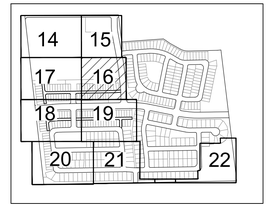
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



LANDSCAPE PLAN
SCALE: 1" = 30'-0"



KEY MAP
SCALE: NTS

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- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
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- NON- IRRIGATED SEED AT DETENTION PONDS; 12" MAX. HT.
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- SOD
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- GRAVEL PATH
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- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
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NORTH

0' 30' 60'
SCALE: 1" = 30'

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

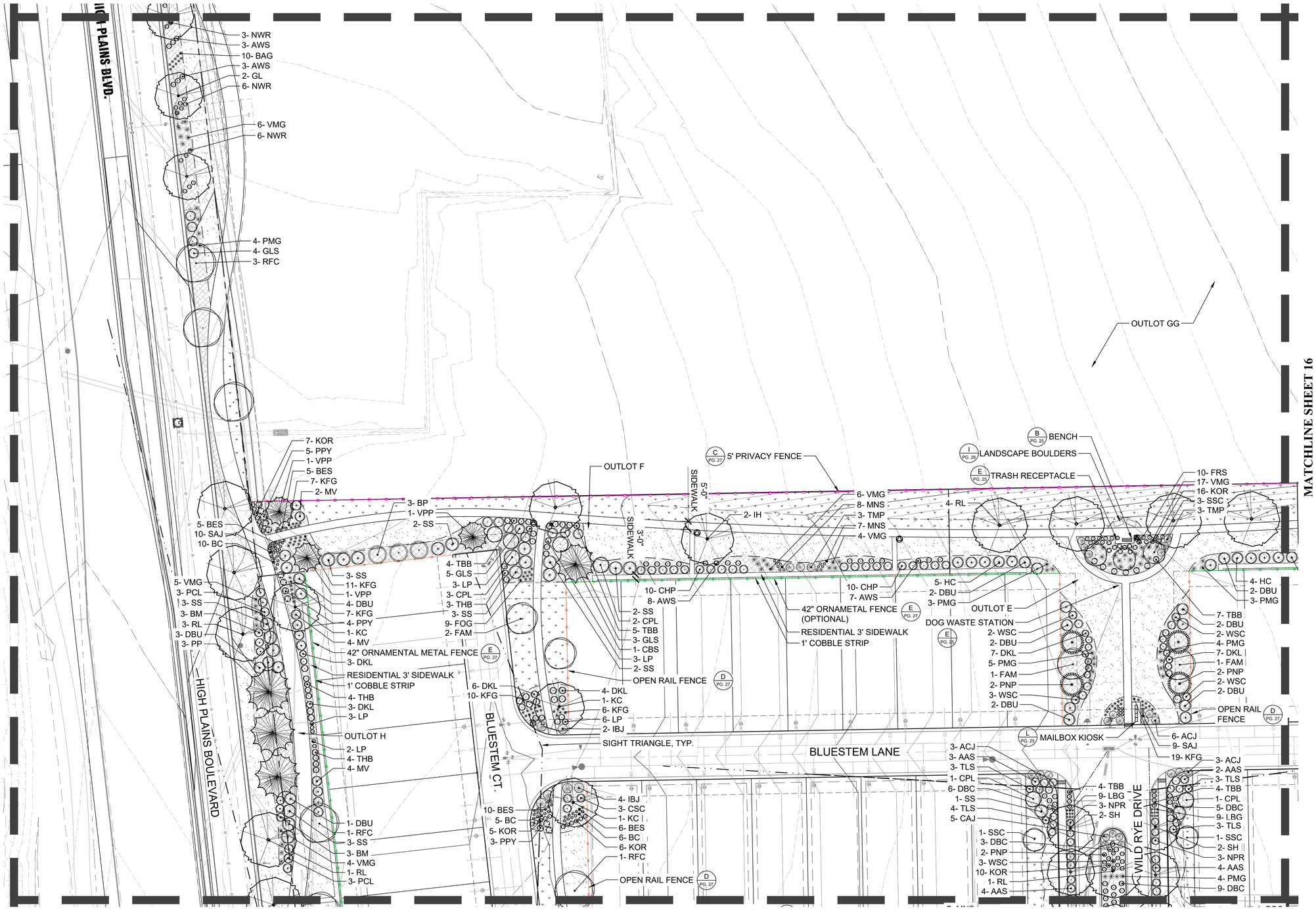
SHEET
16 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

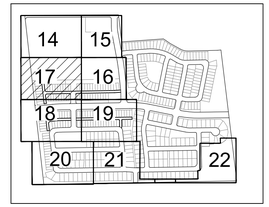
MATCHLINE SHEET 14



MATCHLINE SHEET 16

MATCHLINE SHEET 18

LANDSCAPE PLAN
SCALE: 1" = 30'-0"



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henry design group — Landscape Architecture • Planning • Entitlements
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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

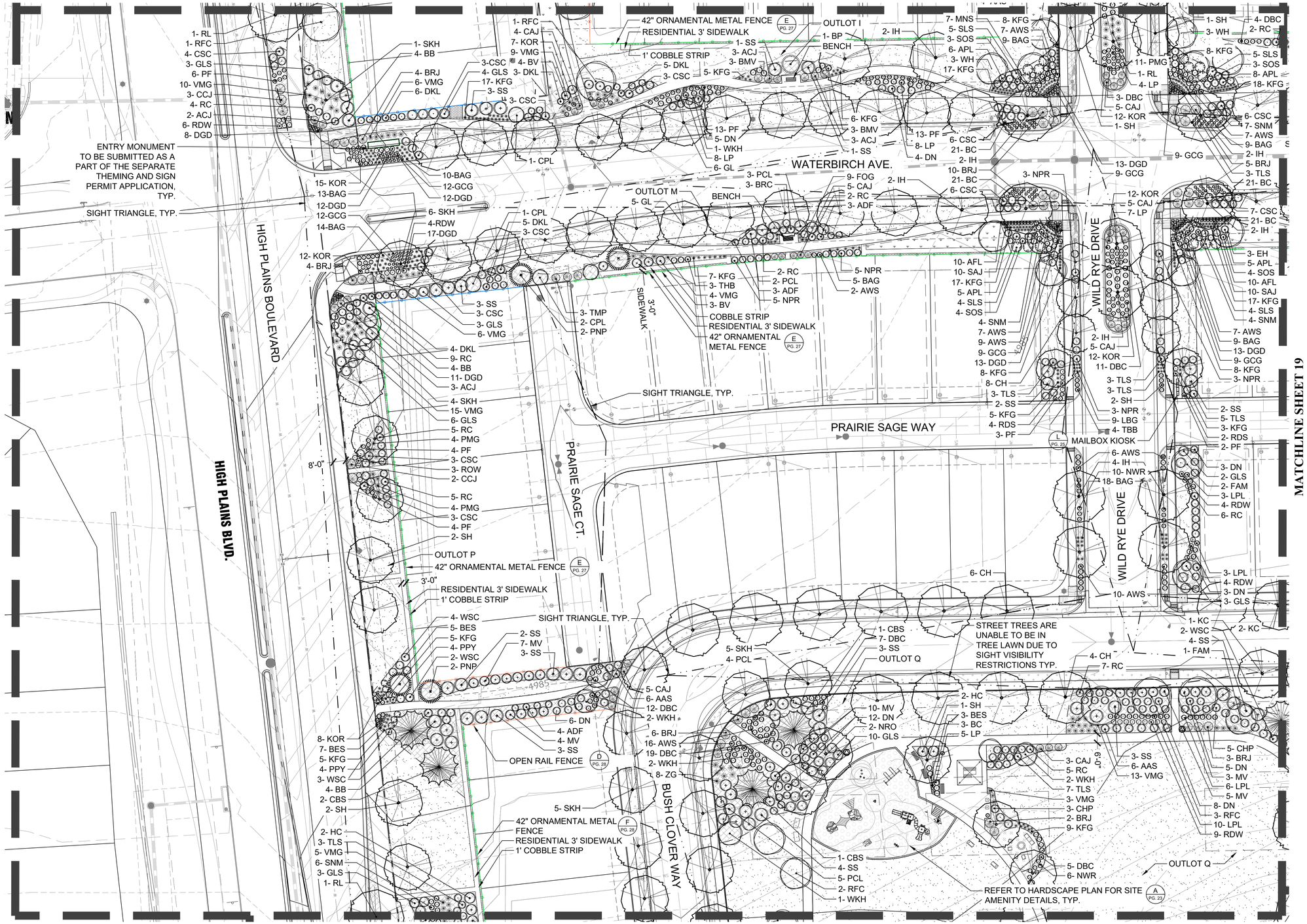
SHEET
17 of 35

Item #18.

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



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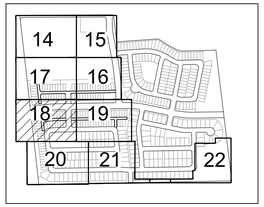

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henry design group
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BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
18 of 35

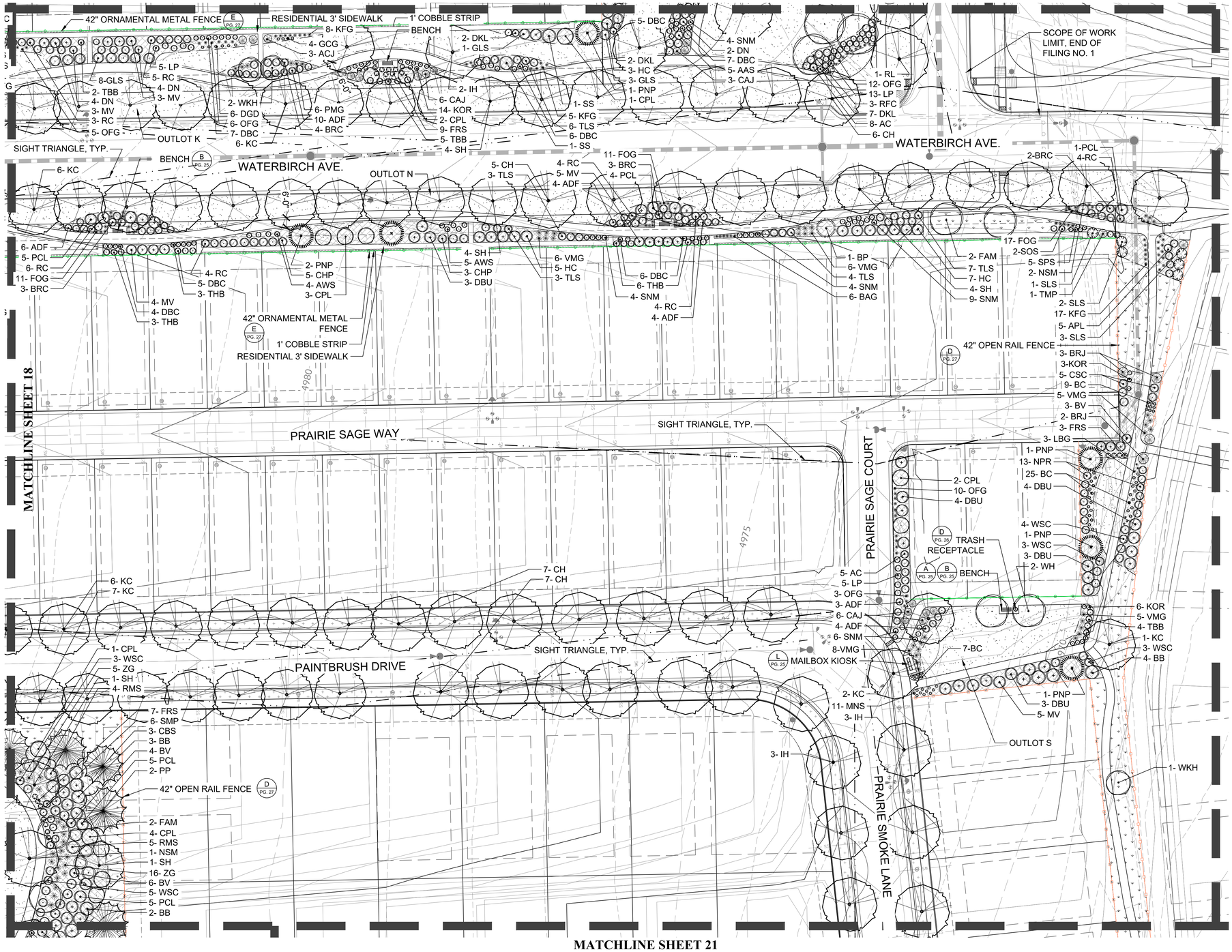
578

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

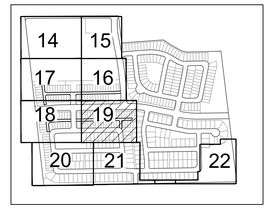
TOWN OF JOHNSTOWN, COLORADO

MATCHLINE SHEET 16



MATCHLINE SHEET 21

LANDSCAPE PLAN
SCALE: 1" = 30'-0"



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henry design group
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BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

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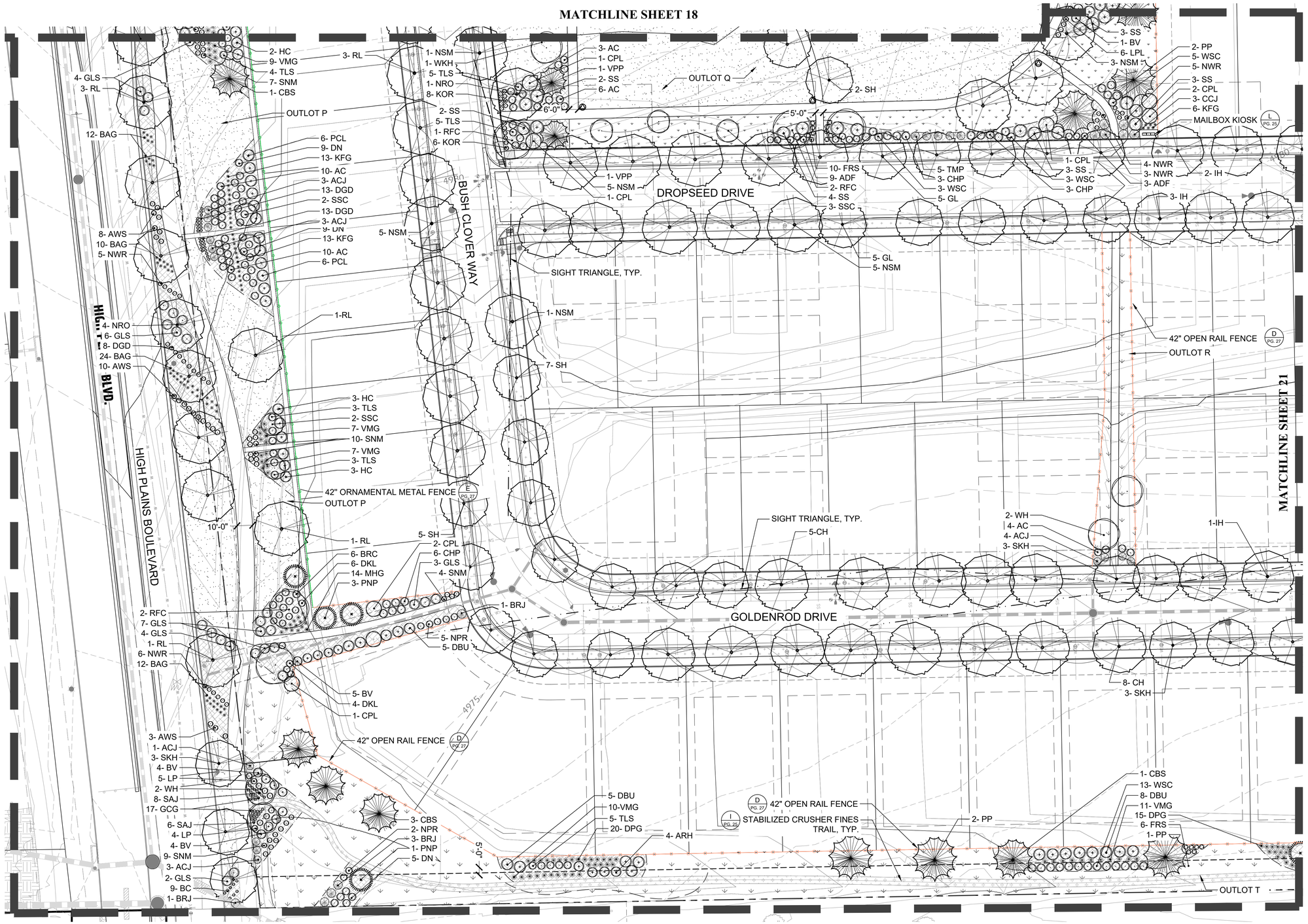
SHEET
19 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

MATCHLINE SHEET 18



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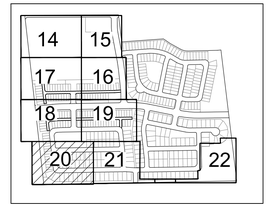

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0' 30' 60'
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henry design group — Landscape Architecture • Planning • Entitlements

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LJA ENGINEERING

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
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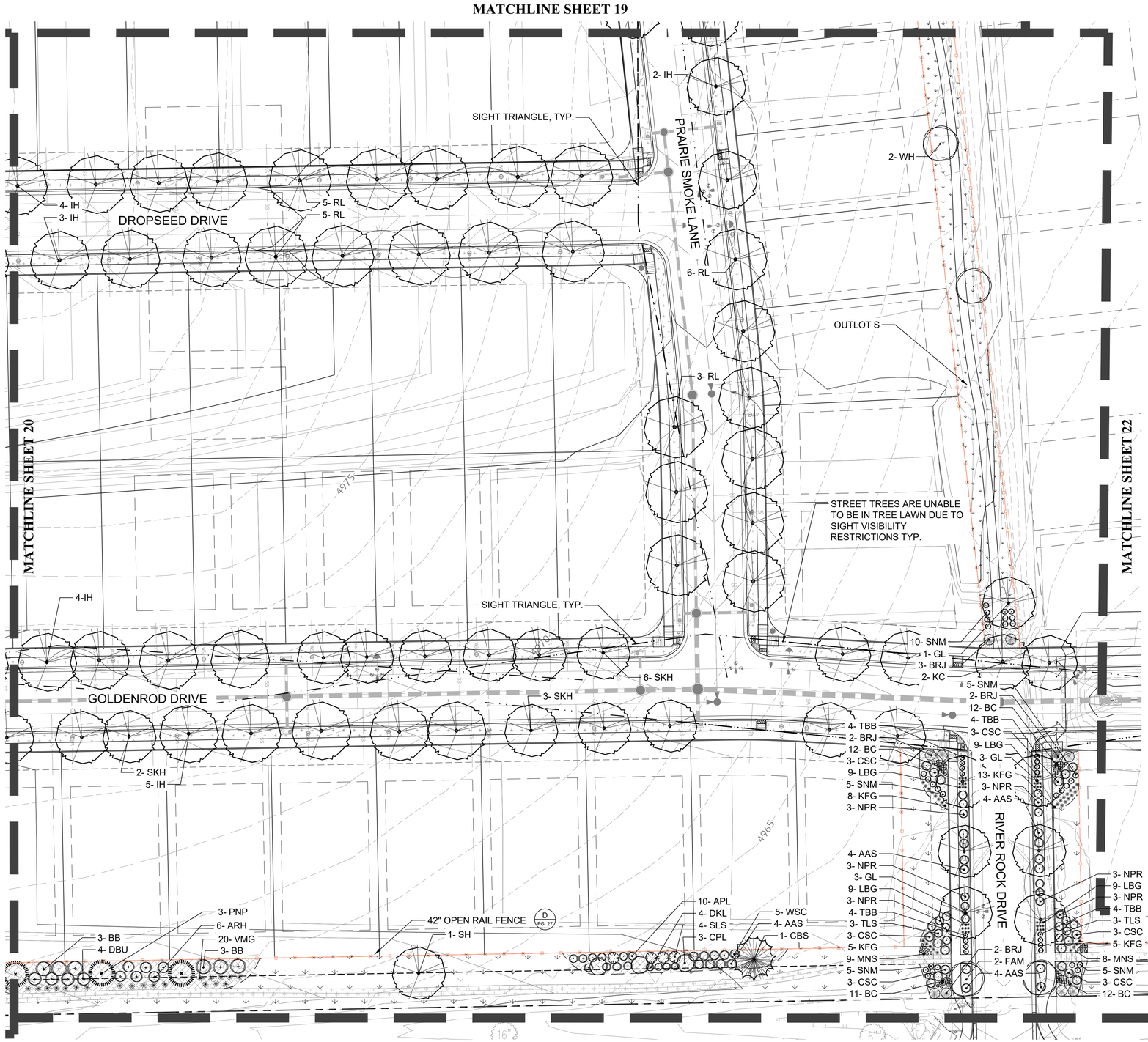
SHEET
20 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



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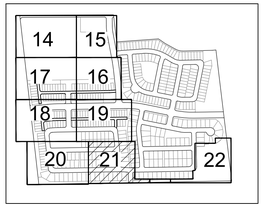

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JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
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SHEET
21 of 35

BLUE SKY PRAIRIE

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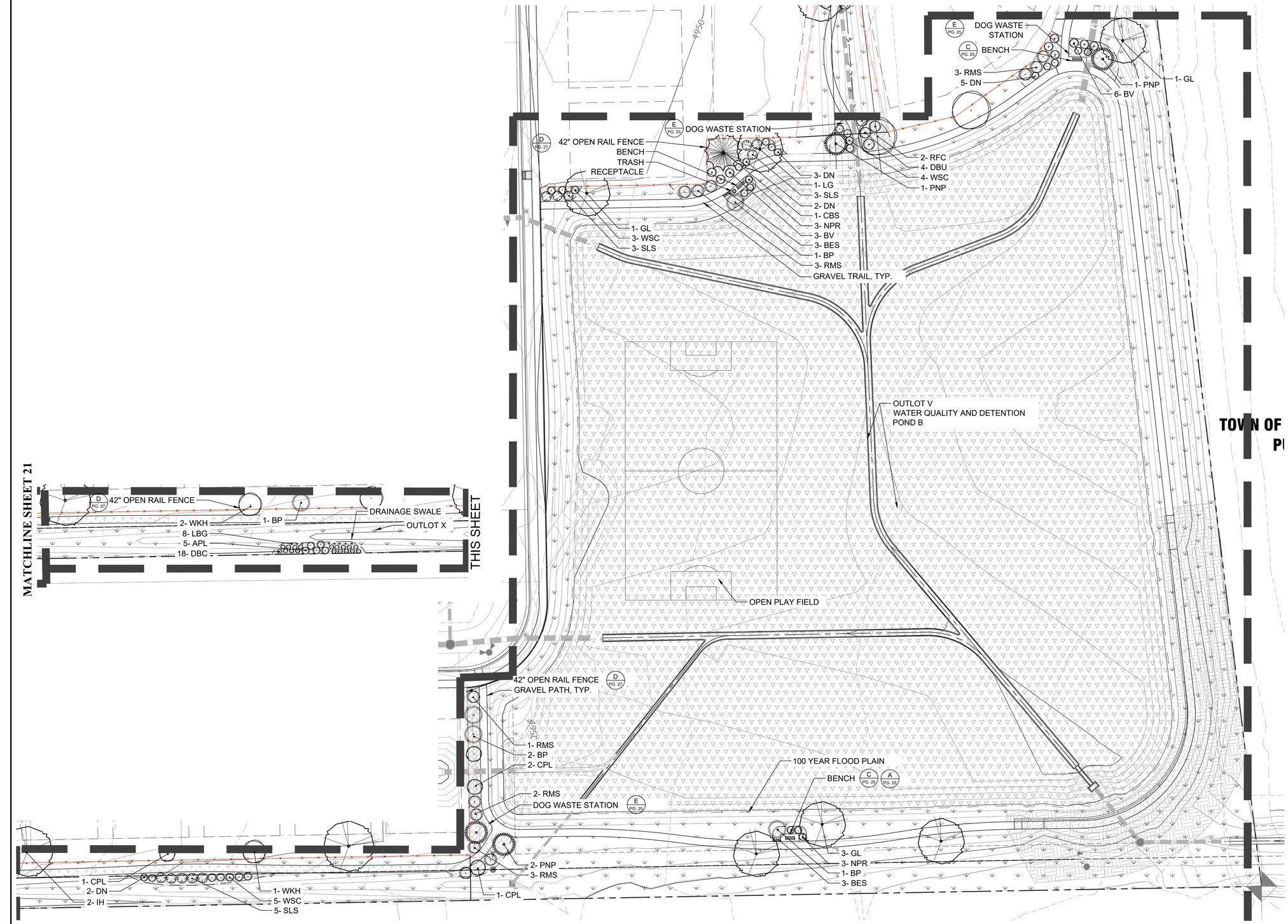
TOWN OF JOHNSTOWN, COLORADO



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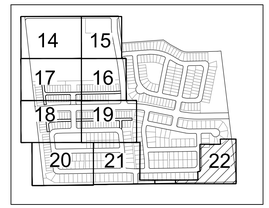

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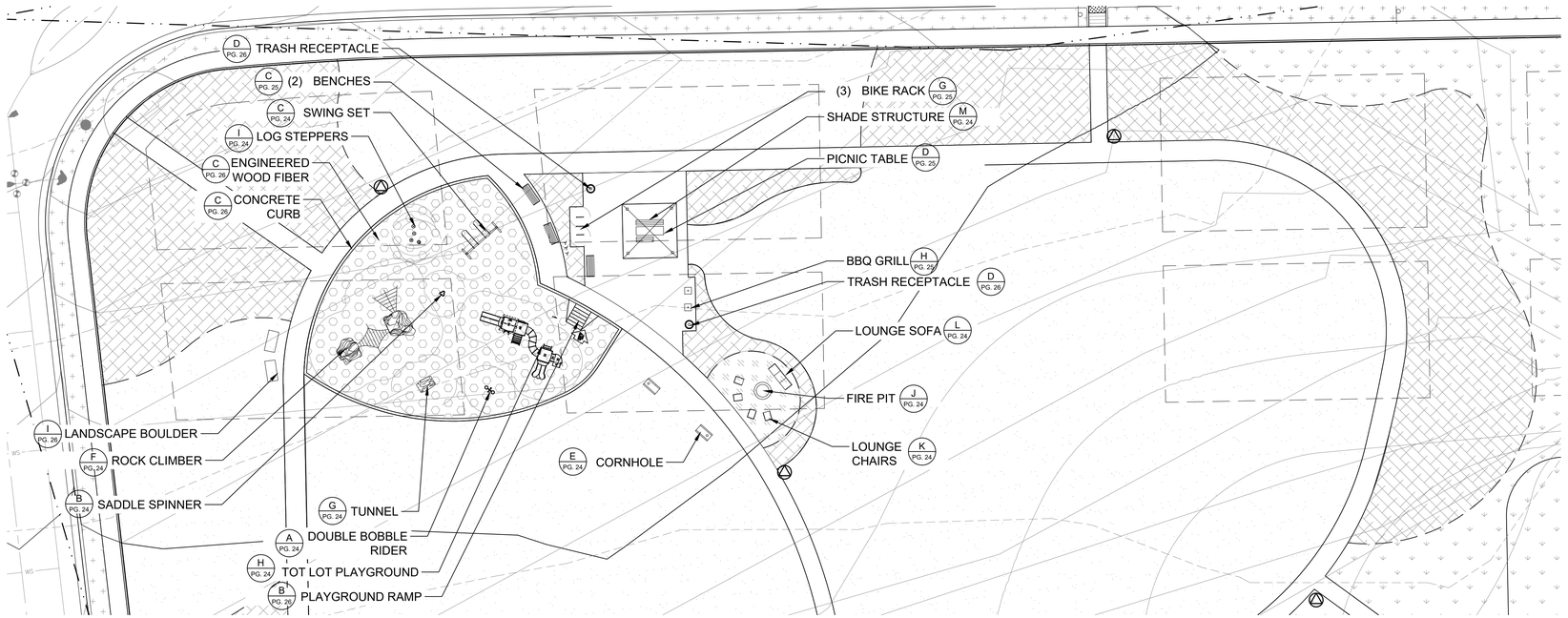
BLUE SKY PRAIRIE

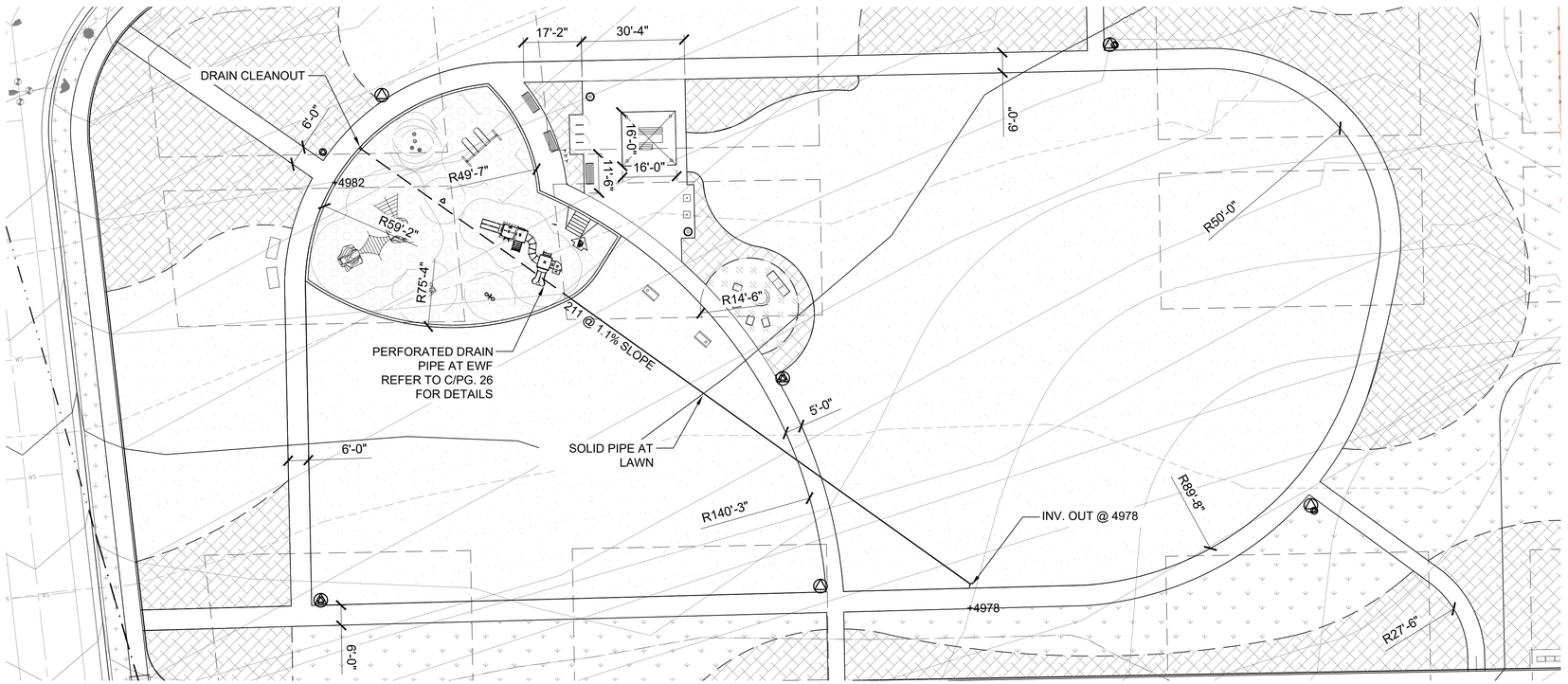
FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO



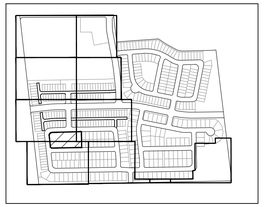
A HARDSCAPE PARK PLAN- OUTLOT Q

SCALE: 1" = 20'-0"



A LAYOUT AND DRAINAGE PARK PLAN- OUTLOT Q

SCALE: 1" = 20'-0"



KEY MAP
SCALE: NTS

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS; 12" MAX. HT.
- NATURE'S PRAIRIE SOD
- SOD
- 1 1/2" RIVER ROCK MULCH, SALT & PEPPER
- 1 1/2" RIVER ROCK MULCH, MESA GREY
- CONCRETE WALK
- STABILZED CRUSHER FINES - GRAY BREEZE
- GRAVEL PATH
- 2"-4" COBBLE STONE
- ENGINEERED WOOD FIBER
- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE
- 42" OPEN RAIL FENCE
- 42" ORNAMENTAL FENCE
- 5' PRIVACY FENCE
- 5' PRIVACY FENCE

NORTH

0' 20' 40'

SCALE: 1" = 20'

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COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
HARDSCAPE PLAN & PARK DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
23 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

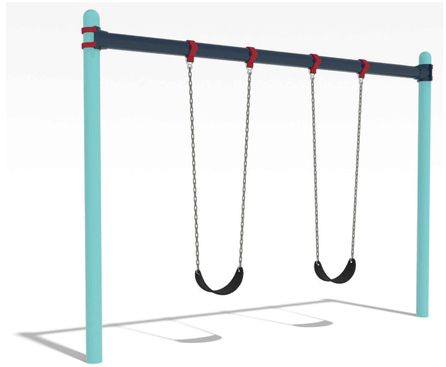
TOWN OF JOHNSTOWN, COLORADO

A DOUBLE BOBBLE RIDER

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: DOUBLE BOBBLE RIDER; MODEL # 164075

B SADDLE SPINNER

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: SADDLE SPINNER; MODEL # 1152179

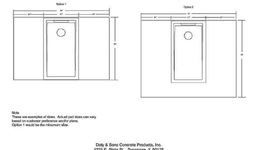


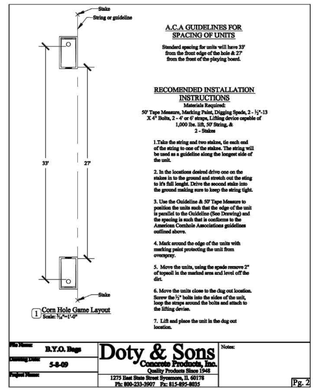
C SWING SET

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: SINGLE POST SWING FRAME; MODEL # 177332

D BOBBLE SPRING RIDER

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: BOBBLE RIDER, SINGLE; MODEL # 164074





E CORNHOLE

MANUFACTURER: DOTY & SONS CONCRETE

F ROCK CLIMBER

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: ADVENTURESCAPES DESIGN 5; MODEL # 174454; COLORS: 'NATURE INSPIRED PRODUCT LINE'; BLACK CLIMBING CABLES

G TUNNEL

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: LOG CRAWL TUNNEL FRAME; MODEL # 173594; COLORS: 'NATURE INSPIRED PRODUCT LINE'

H TOT LOT PLAYGROUND

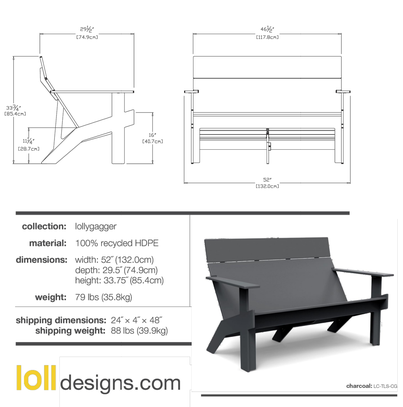
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: HIDDEN VALLEY PARK DESIGN 7142

I LOG STEPPERS

MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: LOG STEPPERS; MODEL # 185861; TYPE: (2) 8", (1) 18", (1) 28"

J FIRE PIT

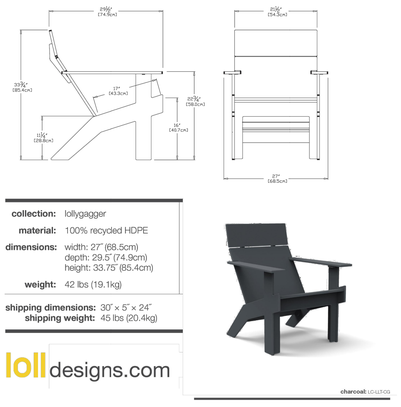
MANUFACTURER: THE OUTDOOR PLUS; PRODUCT: TOP FIRES BY THE OUTDOOR PLUS OPT-UNYXX60 24-INCH TALL UNITY FIRE PIT, 60-INCHES. COLOR: GREY POWDER COAT. PRODUCT TYPE AS AN EXAMPLE ONLY.



K LOUNGE SOFA

SCALE: 1/2"=1'-0"

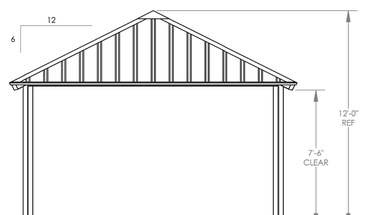
MANUFACTURER: LOLL DESIGNS; PRODUCT: LOLLYGAGGER SOFA; COLOR: CHARCOAL GREY



L LOUNGE CHAIR

SCALE: 1/2"=1'-0"

MANUFACTURER: LOLL DESIGNS; PRODUCT: LOLLYGAGGER LOUNGE CHAIR; COLOR: CHARCOAL GREY



M SHADE STRUCTURE

PRODUCT: POLIGON. MODEL: SQUARE 16 X 16; INSTALL PER MANUFACTURER'S RECOMMENDATION AND DETAILS.

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LJA ENGINEERING

DATE

REVISION DESCRIPTION

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
SITE DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
24 of 35

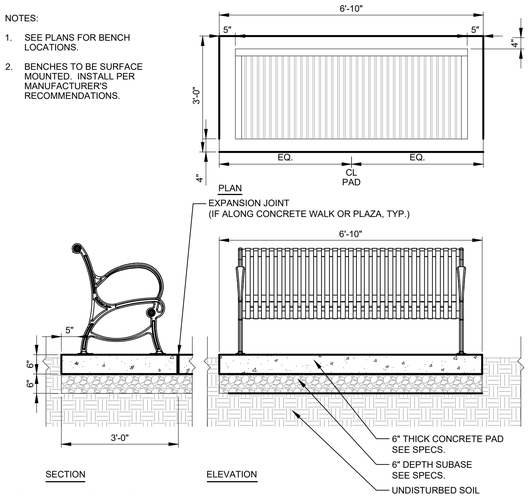
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

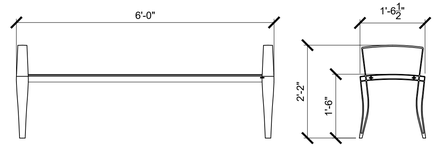
NOTES:

1. SEE PLANS FOR BENCH LOCATIONS.
2. BENCHES TO BE SURFACE MOUNTED. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



A BENCH CONCRETE PAD

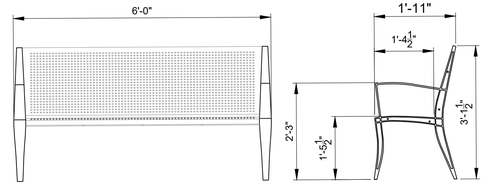
SCALE: 1/2"=1'-0"



B BACKLESS BENCH

SCALE: 1/2"=1'-0"

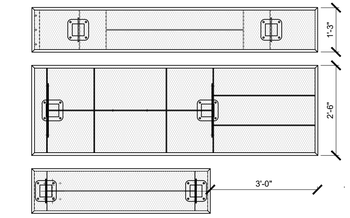
MODEL: WABASH VALLEY; DEWART COLLECTION 6 FT OUTDOOR BENCH WITHOUT BACK, WITH ARMS, SLAT PATTERN, SURFACE MOUNT
COLOR: BLACK



C BENCH

SCALE: 1/2"=1'-0"

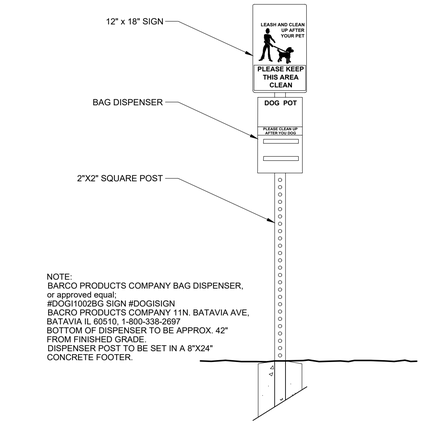
MODEL: WABASH VALLEY; DEWART COLLECTION 6 FT OUTDOOR BENCH WITH BACK AND ARMS, SLAT PATTERN, SURFACE MOUNT
COLOR: BLACK



D PICNIC TABLE_ADA

SCALE: 1/2"=1'-0"

MODEL: WABASH VALLEY; DESIGNER SERIES 8' ADA SIDE BY SIDE TABLE. SLAT PATTERN. COLOR: BLACK



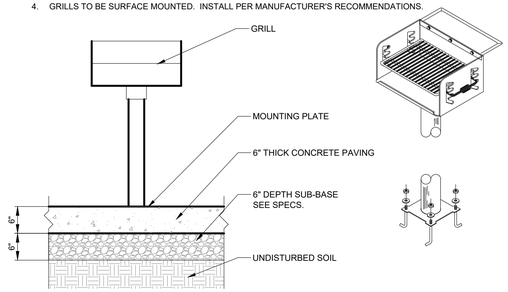
NOTE:
BARCO PRODUCTS COMPANY BAG DISPENSER, or approved equal;
#DOGI1002BG SIGN #DOGISIGN
BACRO PRODUCTS COMPANY 11N. BATAVIA AVE, BATAVIA IL 60510, 1-800-338-2697
BOTTOM OF DISPENSER TO BE APPROX. 42" FROM FINISHED GRADE.
DISPENSER POST TO BE SET IN A 8"X24" CONCRETE FOOTER.

E DOG STATION

SCALE: 3/4"=1'-0"

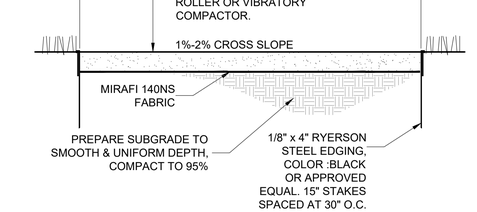
NOTES:

1. SEE PLANS FOR GRILL LOCATIONS.
2. GRILL TO BE PW ATHLETIC MFG. CO., MODEL#1140-00-SM
3. PW ATHLETIC MFG. CO. CONTACT INFORMATION: 1-800-678-5768, WWW.PWATHLETIC.COM
4. GRILLS TO BE SURFACE MOUNTED. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



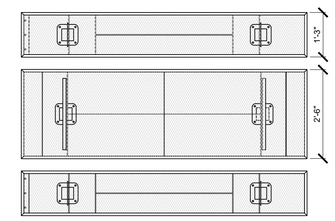
H GRILL ON CONCRETE PAVING

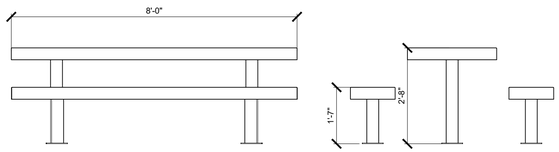
SCALE: 3/4"=1'-0"



I CRUSHER FINES TRAIL

SCALE: 1"=1'-0"

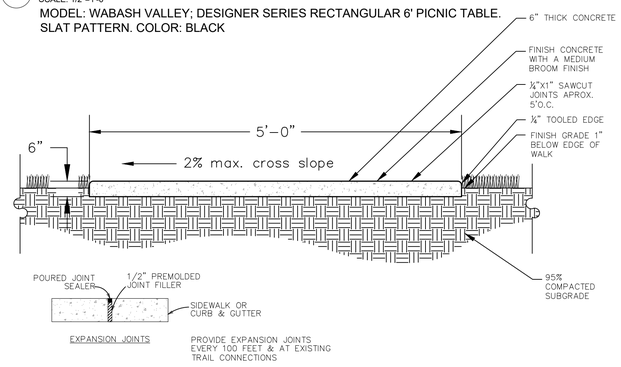




F PICNIC TABLE

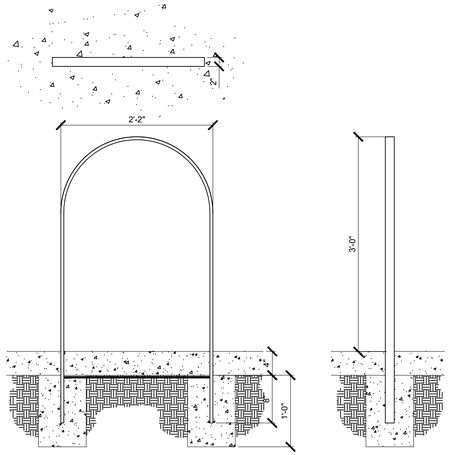
SCALE: 1/2"=1'-0"

MODEL: WABASH VALLEY; DESIGNER SERIES RECTANGULAR 6' PICNIC TABLE. SLAT PATTERN. COLOR: BLACK



J FIVE FOOT CONCRETE WALK

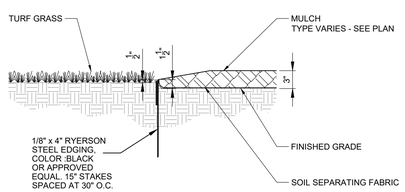
SCALE: NTS



G BIKE RACK

SCALE: 1"=1'-0"

MODEL: WABASH VALLEY; BIKE LOOP BRH538I
COLOR: BLACK

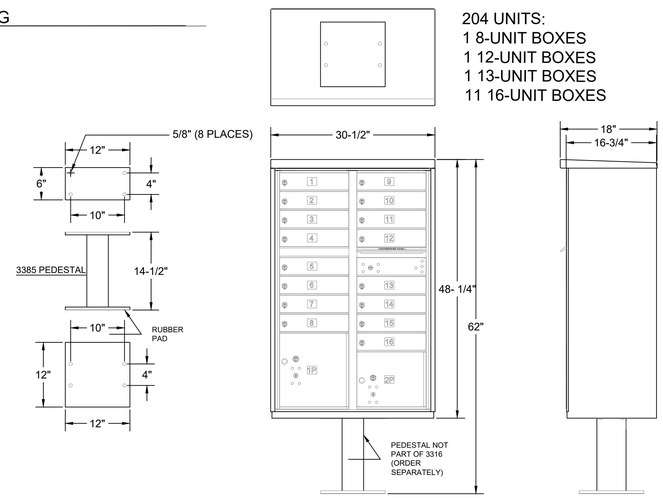


NOTES:

1. FINISHED GRADE FOR SOD TO BE 1/2" BELOW TOP OF EDGING.
2. FINISHED GRADE FOR MULCH TO BE 1 1/2" BELOW TOP OF EDGING.
3. TAMPER MULCH AT EDGING SO THAT IT DOES NOT SPILL INTO TURF.

K EDGING

SCALE: 1"=1'-0"



L MAIL BOX CLUSTER UNITS

FLORENCE MANUFACTURING

Color: Tan NOT TO SCALE

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COLA — Colorado Land Acquisition

LJA ENGINEERING

DATE

REVISION DESCRIPTION

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
SITE DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

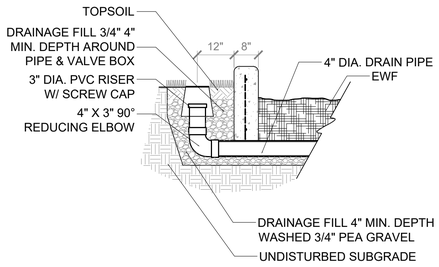
SHEET
25 of 35

585

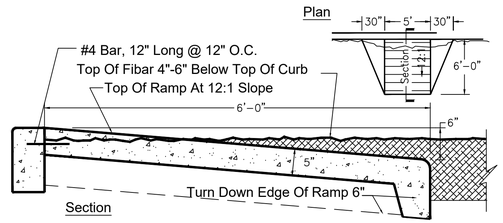
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

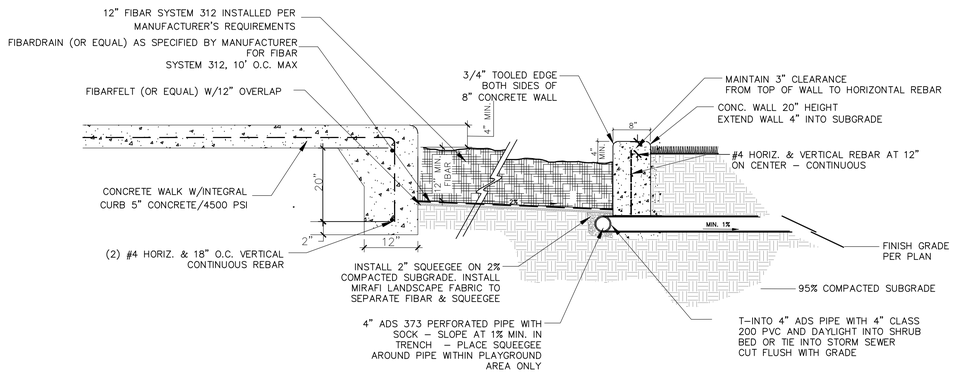
TOWN OF JOHNSTOWN, COLORADO



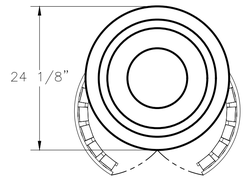
A DRAIN CLEANOUT
NOT TO SCALE

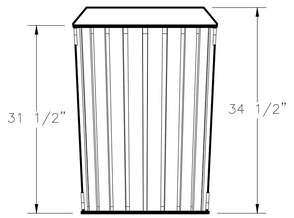


B PLAYGROUND RAMP

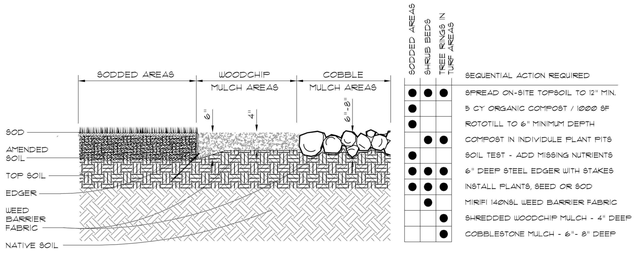


C PLAYGROUND CURB & DRAINAGE
Not to Scale

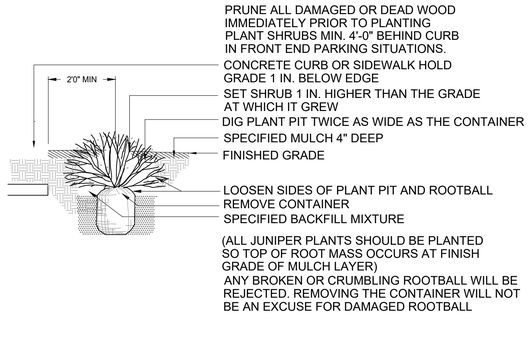




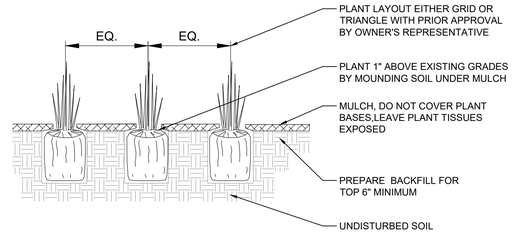
D TRASH RECEPTACLE
SCALE: N.T.S.
MANUFACTURER: WABASH VALLEY; PRODUCT: WOODRIDGE COLLECTION, 'ELEGANCE'. 32 GALLON with FLAT TOP. COLOR: BLACK, POWDER COAT.



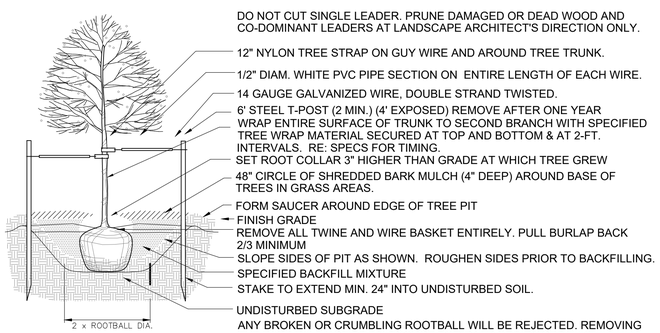
E EDGERS, MULCHES AND SOIL PREPARATION



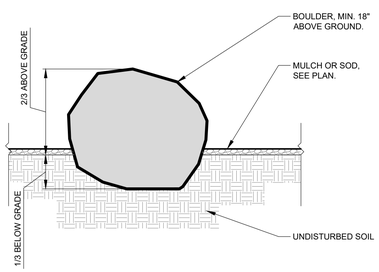
F SHRUB PLANTING DETAIL
SCALE: N.T.S.



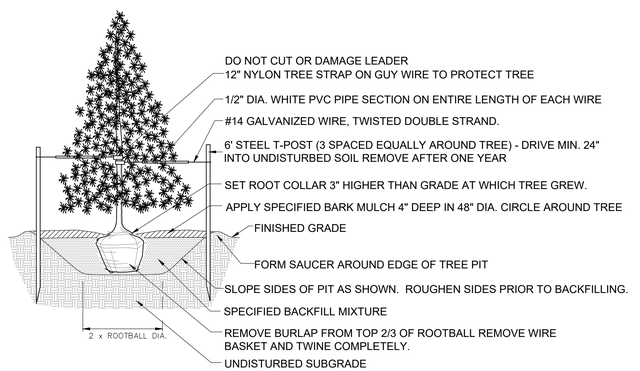
G PERENNIAL PLANTING
NOT TO SCALE
NOTE: RING OF 1 INCH DIAMETER SHREDDED CEDAR MULCH AROUND PERENNIALS AND ORNAMENTAL GRASSES, TYP.



DECIDUOUS TREE PLANTING DETAIL
SCALE: N.T.S.



I LANDSCAPE BOULDER
SCALE: NTS



J EVERGREEN TREE PLANTING DETAIL
SCALE: N.T.S.

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COLA
Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

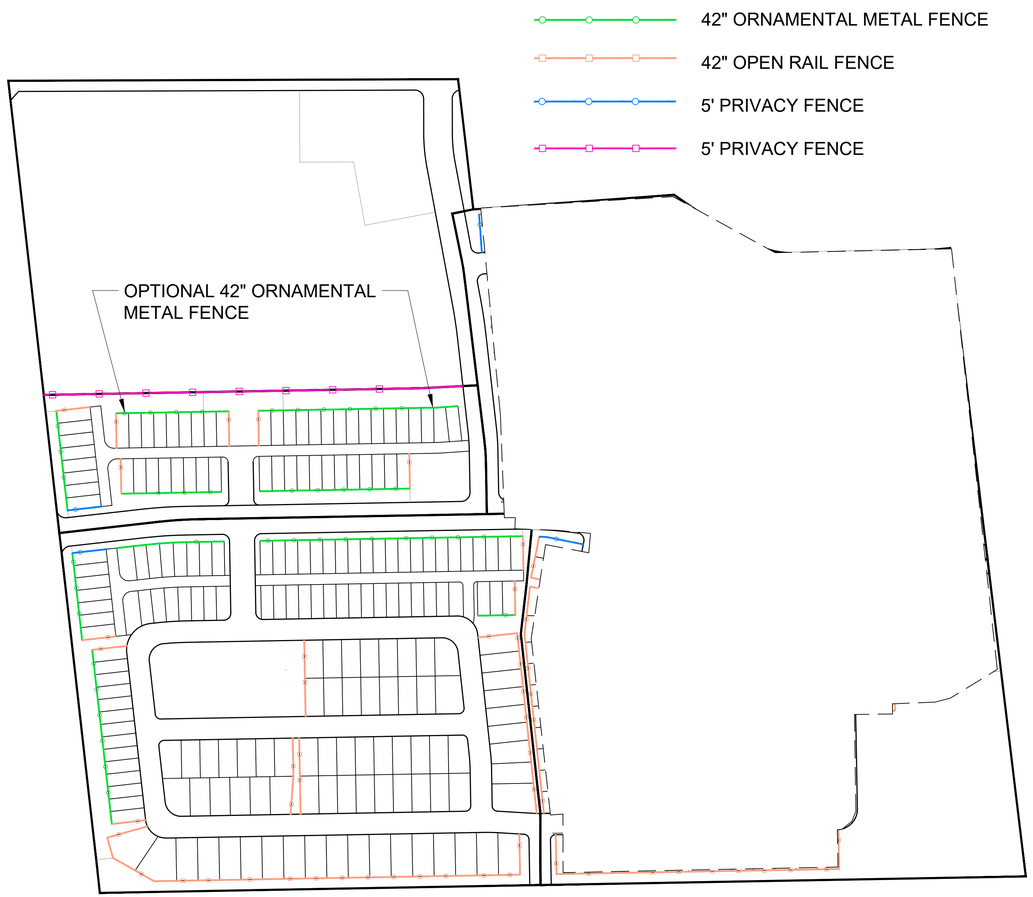
FINAL DEVELOPMENT PLAN- FILING 1
SITE DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

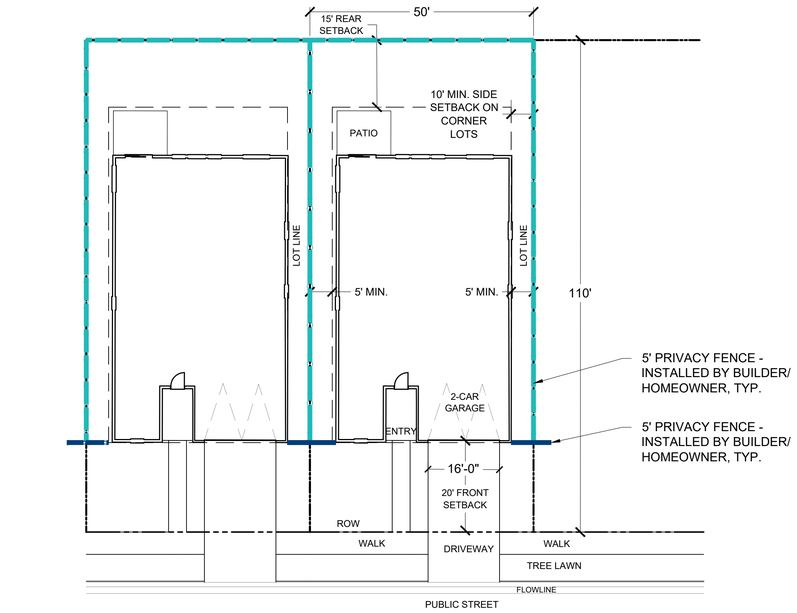
BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

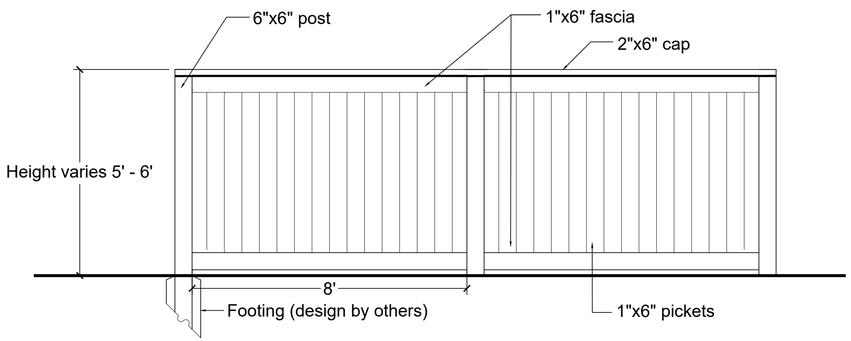
TOWN OF JOHNSTOWN, COLORADO



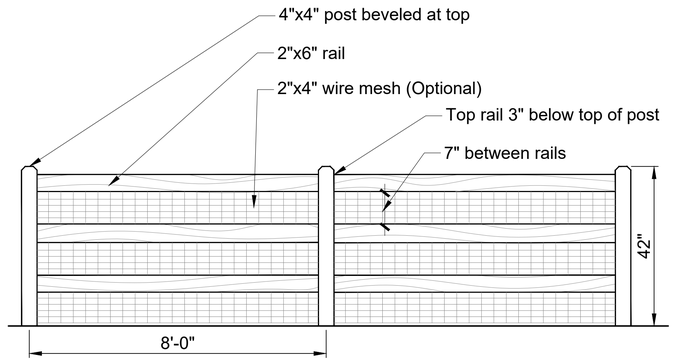
A FENCING EXHIBIT
SCALE: 1"= 200'-0"



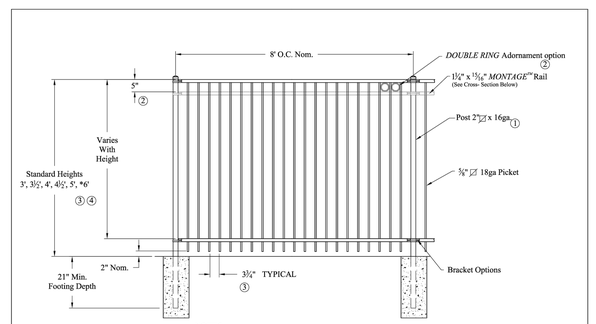
B HOMEOWNER & DEVELOPER FENCE INSTALLATION EXHIBIT
SCALE: NTS



C SOLID PRIVACY FENCE



D OPEN RAIL FENCE



E 42" ORNAMENTAL METAL FENCE
SCALE: NTS

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
FENCING PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
27 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

FILING NO. 1 PLANT LIST

QUANTITY	LANDSCAPE CODE	COMMON NAME	LATIN NAME	MATURE SIZE	INSTALL SIZE	WATER USE
			DECIDUOUS SHADE TREES			
56	CH	WESTERN HACKBERRY	CELTIS OCCIDENTALIS	35' x 30'	2.5" CAL.	MODERATE
44	GL	GREENSPIRE LINDEN	TILIA CORDATA GREENSPIRE	35' x 30'	2.5" CAL.	MODERATE
62	IH	IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS IMPERIAL	35' x 30'	2.5" CAL.	LOW
40	KC	KENTUCKY COFFEETREE	GYMNOCLADUS DIOICA	45' x 35'	2.5" CAL.	VERY LOW
10	NRO	NORTHERN RED OAK	QUERCUS RUBRA	50' x 35'	2.5" CAL.	MODERATE
31	NSM	NORWEGIAN SUNSET MAPLE	ACER PLATANOIDES 'NORWEGIAN SUNSET'	30' x 35'	2.5" CAL.	MODERATE
44	RL	RICHMOND LINDEN	TILIA AMERICANA 'REDMOND'	45' x 35'	2.5" CAL.	MODERATE
49	SH	SHADEMASTER HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS SHADEMASTER	35' x 30'	2.5" CAL.	LOW
57	SKH	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS SKYLINE	35' x 30'	2.5" CAL.	LOW
3	SWO	SWAMP WHITE OAK	QUERCUS BICOLOR	50' x 50'	2.5" CAL.	MODERATE
396	SUBTOTAL					
			ORNAMENTAL TREES			
3	CP	CHANTICLEER PEAR	PYRUS CALLERYANA 'CHANTICLEER'	25' x 18'	1.5" CAL.	MODERATE
16	FAM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' x 18'	1.5" CAL.	MODERATE
21	RFC	RADIANT CRABAPPLE	MALUS 'RADIANT'	25' x 20'	1.5" CAL.	MODERATE
3	SAC	SARGENT CRABAPPLE	MALUS SARGENTII	10' x 10'	1.5" CAL.	MODERATE
14	SSC	SPRING SNOW CRABAPPLE	MALUS 'SPRING SNOW'	20' x 20'	1.5" CAL.	MODERATE
20	WH	WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	20' x 18'	1.5" CAL.	MODERATE
14	WKH	WINTER KING HAWTHORN	CRATAEGUS VIRIDIS 'WINTER KING'	18' x 18'	1.5" CAL.	MODERATE
91	SUBTOTAL					
			EVERGREEN TREES			
14	BP	BOSNIAN PINE	PINUS HELDREICHII	20' x 12'	6' B&B	MODERATE
17	CBS	COLORADO BLUE SPRUCE	PICEA PUNGENS GLAUCA	50' x 25'	6' B&B	MODERATE
26	PNP	PINON PINE	PINUS EDULIS	25' x 15'	6' B&B	LOW
15	PP	PONDEROSA PINE	PINUS PONDEROSA	70' x 35'	6' B&B	MODERATE
6	VPP	VANDERWOLF'S PYRAMID PINE	PINUS FLEXILIS 'VANDERWOLF'S PYRAMID'	40' x 25'	6' B&B	MODERATE
78	SUBTOTAL					
565	***TOTAL***					
			DECIDUOUS SHRUBS			
51	AAS	AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	1.5' x 5'	5 GAL.	LOW
50	AC	ALPINE CURRANT	RIBES ALPINUM	4.5' x 4.5'	5 GAL.	LOW
53	ADF	ARNOLD DWARF FORSYTHIA	FORSYTHIA 'ARNOLD DWARF'	2.5' x 4.5'	5 GAL.	MODERATE
46	APL	APACHE PLUME	FALLUGIA PARADOXA	5' x 5'	5 GAL.	VERY LOW
140	AWS	ANTHONY WATERER SPIREA	SPIRAEA JAPONICA 'ANTHONY WATERER'	2.5' x 3'	5 GAL.	MODERATE
30	BB	ALTERNATE BUTTERFLY BUSH	BUDDLEJA ALTERNIFOLIA	12' x 10'	5 GAL.	MODERATE
12	BM	BLIZZARD MOCKORANGE	PHILADELPHUS LEWISII 'BLIZZARD'	7' x 7'	5 GAL.	MODERATE
19	BMV	BLUE MUFFIN VIBURNUM	VIBURNUM DENTATUM 'BLUE MUFFIN'	5 x 3.5'	5 GAL.	MODERATE
27	BRC	BRILLIANT RED CHOKEBERRY	ARONIA ARBUTIFOLIA 'BRILLIANTISSIMA'	7' x 5'	5 GAL.	MODERATE
6	BRD	BAILEY REDTWIG DOGWOOD	CORNUS STOLONIFERA 'BAILEYI'	8' x 8'	5 GAL.	MODERATE
45	BV	BURKWOOD VIBURNUM	VIBURNUM x BURKWOODII	7' x 7'	5 GAL.	MODERATE
9	CHA	HANCOCK CORALBERRY	SYMPHORICARPOS x CHENAULTI 'HANCOCK'	2.5' x 4.5'	5 GAL.	MODERATE
65	CHP	CHEYENNE PRIVET	LIGUSTRUM VULGARE 'CHEYENNE'	5' x 5'	5 GAL.	MODERATE
47	CPL	COMMON PURPLE LILAC	SYRINGA VULGARIS	15' x 10'	5 GAL.	MODERATE
80	CSC	CREEPING WESTERN SAND CHERRY	PRUNUS BESSEYI 'PAWNEE BUTTES'	1.5' x 5'	5 GAL.	LOW
307	DBC	DWARF BLACK CHOKEBERRY	ARONIA MELANOCARPA 'IROQUOIS BEAUTY'	3' x 3'	5 GAL.	MODERATE
67	DBU	DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GAL.	MODERATE
127	DKL	DWARF KOREAN LILAC	SYRINGA MEYERI 'PALIBIN'	5' x 5'	5 GAL.	LOW
100	DN	DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANUS'	4.5' x 4.5'	5 GAL.	LOW
90	GLS	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3' x 6'	5 GAL.	LOW
37	HC	HEDGE COTONEASTER	COTONEASTER LUCIDUS	8' x 8'	5 GAL.	MODERATE
177	KOR	KNOCK OUT ROSE	ROSA x KNOCK OUT	2.5' x 2.5'	5 GAL.	MODERATE
95	LP	LODENSE PRIVET	LIGUSTRUM VULGARE 'LODENSE'	2.5' x 3.5'	5 GAL.	MODERATE
28	LPL	LEADPLANT	AMORPHA CANESCENS	3' x 3'	5 GAL.	VERY LOW
76	MV	MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'	7' x 7'	5 GAL.	MODERATE
78	NPR	NATIVE PINK ROSE	ROSE WOODSII	4.5' x 4.5'	5 GAL.	MODERATE
85	NWR	NEARLY WILD ROSE	ROSA x NEARLY WILD	2.5' x 2.5'	5 GAL.	MODERATE
58	PCL	BRIGHT PINK CANADIAN LILAC	SYRINGA x PRESTONIAE 'MISS CANADA'	8' x 7'	5 GAL.	MODERATE
20	PPY	PYGMY PEASHRUB	CARAGANA PYGMAEA	3' x 4'	5 GAL.	VERY LOW
81	RC	RED CORALBERRY	SYMPHORICARPOS ARBICULATUS	4.5' x 4.5'	5 GAL.	MODERATE
6	RDS	RASPBERRY DELIGHT HYBRID BUSH SAGA	SALVIA 'RASPBERRY DELIGHT'	3' x 3'	5 GAL.	LOW
37	RDW	DWARF RABBITBRUSH	CHRYSOTHAMNUS, VAR.	2' x 3'	5 GAL.	VERY LOW
21	RMS	ROCKY MOUNTAIN SUMAC	RHUS GLABRA CISMONTANA	8' x 8'	5 GAL.	VERY LOW
42	SLS	SUTHERLAND PEASHRUB	CARAGANA ARBORESCENS	6' x 15'	5 GAL.	VERY LOW
139	SNM	MOUNTAIN SNOWBERRY	SYMPHORICARPOS OREOPHILUS	3' x 3'	5 GAL.	MODERATE
20	SOS	STANDING OVATION SERVICEBERRY	AMELANCHIER ALNIFOLIA 'STANDING OVATION'	13.5' x 3.5'	5 GAL.	LOW
5	SPS	SHIROBANA SPIREA	SPIREA JAPONICA 'SHIROBANA'	2.5' x 2.5'	5 GAL.	MODERATE
84	SS	SASKATOON SERVICEBERRY	AMELANCHIER ALNIFOLIA	8' x 8'	5 GAL.	MODERATE
80	TBB	TURKESTAN BURNING BUSH	EUONYMUS NANA TURKESTANICUS	2.5' x 3.5'	5 GAL.	MODERATE
30	THB	TALL HEDGE BUCKTHORN	RHAMNUS FRANGULA 'COLUMNARIS'	10' x 3.5'	5 GAL.	MODERATE
108	TLS	THREE LEAF SUMAC	RHUS TRILOBATA	4.5' x 4.5'	5 GAL.	LOW
80	WSC	WESTERN SAND CHERRY	PRUNUS BESSEYI	5' x 5'	5 GAL.	LOW
			EVERGREEN SHRUBS			
45	ACJ	ALPINE CARPET JUNIPER	JUNIPERUS COMMUNIS 'ALPINE CARPET'	3/4" x 3.5'	5 GAL.	LOW
67	BRJ	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTONII'	1/2" x 7'	5 GAL.	LOW
71	CAJ	COMPACT ANDORRA JUNIPER	JUNIPERUS 'ANDORRA COMPACTA'	1.5' x 4.5'	5 GAL.	LOW
11	CCJ	CALGARY CARPET JUNIPER	JUNIPERUS SABINA 'CALGARY CARPET'	1.5' x 7'	5 GAL.	LOW
6	IBJ	ICEE BLUE JUNIPER	JUNIPERUS HORIZONTALIS 'MANBER'	1/2" x 6'	5 GAL.	LOW
13	SMP	SLOWMOUND MUGO PINE	PINUS MUGO 'SNOWMOUND'	3' x 4'	5 GAL.	MODERATE
20	TMP	TANNENBAUM MUGO PINE	PINUS MUGO 'TANNENBAUM'	10' x 6'	5 GAL.	MODERATE
			GRASSES			
193	BAG	BLUE AVENA GRASS	HELICTOTRICHON SEMPERVIRENS	2.5' x 2'	1 GAL.	LOW
35	DPG	DWARF PAMPAS GRASS	CORTADERIA SELLOANA 'PUMILA'	6' x 3'	1 GAL.	LOW
57	FOG	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES	3.5' x 3.5'	1 GAL.	LOW
348	KFG	FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	4.5' x 2'	1 GAL.	MODERATE
146	LBG	LITTLE BLUESTEM GRASS	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	3' x 1.5'	1 GAL.	LOW
25	MHG	MAIDEN HAIR GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	5.5' x 3'	1 GAL.	MODERATE
29	MLM	MORNING LIGHT MAIDEN GRASS	MISCANTHUS SINENSIS 'MORNING LIGHT'			
36	OFG	OVERDAM VARIEGATED FEATHER REED GRASS	CALAMAGROSTIS 'OVERDAM'	4' x 2'	1 GAL.	MODERATE
71	PMG	PURPLE MAIDEN GRASS	MISCANTHUS SINENSIS PURPURASCENS	3.5' x 3.5'	1 GAL.	MODERATE
12	RMG	RUBY MUHLY GRASS	MUHLENBERGIA REVERCHONII 'UNDAUNTED'	2' x 2.5'	1 GAL.	LOW
236	VMG	VARIEGATED MAIDEN GRASS	MISCANTHUS SINENSIS 'VARIEGATUS'	4.5' x 3.5'	1 GAL.	MODERATE
			PERENNIALS			
23	AFL	ARIZONA APRICOT BLANKET FLOWER	GAILLARDIA GRANDIFLORA 'ARIZONA APRICOT'	1' x 1'	1 GAL.	LOW
205	BC	BLUE CATMINT	NEPETA FAASSENII 'SELECT BLUE'	1.5' x 1.5'	1 GAL.	LOW
55	BES	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	2' x 2'	1 GAL.	LOW
143	DGD	DWARF GOLD DAYLILY	HEMEROCALLIS 'STELLA DE ORO'	1.5' x 1.5'	1 GAL.	LOW
55	FRS	FILIGRAN RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'FILIGRAN'	3' x 3'	1 GAL.	LOW
92	GCG	GRAY CREEPING GERMANDER	TEUCRIUM AROANIUM	1/4" x 1.5'	1 GAL.	LOW
58	MNS	MAY NIGHT SALVIA	SALVIA NEMOROSA 'MAY NIGHT'	2' x 1.5'	1 GAL.	LOW
54	PF	SHRUB POTENTILLA	POTENTILLA FRUTICOSA	2.5' x 2.5'	1 GAL.	VERY LOW
67	SAJ	SEDUM AUTUMN JOY	SEDUM x 'AUTUMN JOY'	1.5' x 1.5'	1 GAL.	MODERATE

LANDSCAPE NOTES

1. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES, ARCHAEOLOGICAL OR HISTORIC AREAS. ALSO, NO FLOODPLAINS, WETLANDS OR GEOLOGIC HAZARDS HAVE BEEN MAPPED ON THE SITE.
2. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS, AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE STANDARDS AND SPECIFICATIONS. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE TOWN'S ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE DEVELOPER/CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
3. IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO REPLACE ALL DEAD PLANT MATERIAL AND/OR RE-SOD OR SEED TURF AREAS THAT ARE NOT ESTABLISHED DURING THE WARRANTY PERIOD ESTABLISHED BY THE DEVELOPMENT AGREEMENT FOR THIS PROJECT.
4. THE PROPOSED PARK AREAS WILL CONSIST OF PLAY EQUIPMENT, INCLUDING A MULTI-PLAY STRUCTURE, SLIDES, AND/OR A TODDLER PLAY SET; AS WELL AS NEARBY BENCHES AND OPEN TURFGRASS AREA.
5. PROPOSED OPEN SPACE AREAS WILL BE PRIVATE AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION OR METRO DISTRICT.
6. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE ADEQUATELY RE-VEGETATED SO AS NOT TO LEAVE ANY BARE GROUND.
7. STREET TREES ARE SHOWN AT 40 FT INTERVALS AND/OR PLACED AT LOT LINES FOR CONCEPTUAL PURPOSES ONLY. FINAL LOCATIONS SHALL BE BASED UPON DRIVEWAYS AND UTILITY SERVICE LINES. STREET TREES SHALL BE LOCATED WITHIN THE ROW, PLACED IN FRONT OF THE SIDEWALK WHEN THE SIDEWALK IS DETACHED AND BEHIND WHEN ATTACHED. MINIMUM DISTANCES FROM STREET LIGHTS, SHALL BE 40 FEET BETWEEN SHADE TREES AND 15 FEET BETWEEN ORNAMENTAL TREES. STREET TREE IRRIGATION SHALL BE FROM THE DOMESTIC TAP FOR THE HOME. MAINTENANCE SHALL BE BY THE HOMEOWNER.
8. STREET TREES SHALL BE INSTALLED BY THE BUILDER AND MAINTAINED BY THE ABUTTING HOME OWNER.
9. ALL HOA MAINTAINED LANDSCAPE AREAS TO BE WATERED BY AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM WITH SHRUB BEDS ZONED SEPARATELY FROM TURF AREAS. A RAIN SHUT-OFF SENSOR IS REQUIRED WITH IRRIGATION SYSTEM.
10. ALL TREES AND SHRUBS IN NATIVE SEED AREAS WILL BE DRIP IRRIGATED. NATIVE SEED IS REQUIRED TO HAVE TEMPORARY IRRIGATION DURING THE TWO YEAR WARRANTY PERIOD.
11. ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC. MINIMUM DEPTH OF MULCH SHALL BE 3 INCHES. ALL SHRUB BED AREAS SHALL BE SEPARATED FROM SOD AREAS BY STEEL EDGING MATERIAL.
12. A ONE INCH DIAMETER SHREDDED CEDAR MULCH RING SHALL SURROUND ALL ORNAMENTAL GRASSES AND PERENNIALS.
13. ALL PARK FACILITIES INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND ASHTO GUIDELINES.
14. REFER TO SHEET 27 FOR ALL FENCING DETAILS.
15. NO TREE OR SHRUB WILL BE PLANTED WITHIN 5 FEET OF A FIRE HYDRANT.
16. NO PLANT MATERIALS, BOULDERS, BERMS, FENCES OR VISUAL OBSTRUCTIONS SHALL EXCEED A HEIGHT OF 32" WITHIN SIGHT DISTANCE TRIANGLE AREA, PER TOWN STANDARD H.10.C.III.
17. ALL SOD AREAS SHALL BE CONSIDERED LOW WATER USE VEGETATION. THE SOD FOR PARK AREAS SHALL BE 'ENVIROTURF'. SOD AREAS WITH LOWER FOOT TRAFFIC (TREE LAWNS) SHALL BE NATURE'S PRAIRIE.
18. SIGHT DISTANCE TRIANGLE SHALL BE PROVIDED PER LCUASS FIG. 7-16.
19. SIGHT TRIANGLE MUST FALL WITHIN PUBLIC ROW, OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN (SHOWN ON PLAT).
20. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED ON A CASE BY CASE BASIS WITHIN THE SIGHT TRIANGLE, BUT SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.
21. NO SHRUBS AND/ OR OTHER PLANTINGS THAT MAY ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
22. NO TREES OR SHRUBS SHALL BE PLANTED OVER OR WITHIN 5' OF ANY WET UTILITY LINES.
23. NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS IF ANY DRAINAGE SWALE OR CHANNEL, NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.

henry design group
Landscape Architecture • Planning • Entitlements
COLA
Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION | DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
PLANT LIST & DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
28 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

RIGHT OF WAY REQUIREMENT CHART

LANDSCAPE REQUIREMENT CHART- R.O.W.

R.O.W.	TYPE	Unit of Measurement	AREA	CODE REQUIREMENT	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHURBS PROVIDED
Weld County Road 50/ Veterans Parkway	Arterial	SF	7433.27	1 Tree & 5 Shrubs/ 1,000 SF; 75% shade trees, 25% evergreen	7.00	8	37.00	58
High Plains Boulevard	Arterial	SF	18720.70	1 Tree & 5 Shrubs/ 1,000 SF; 75% shade trees, 25% evergreen	19.00	19	94.00	121
Larkspur Drive	Collector	LF	1133.53	1 Tree/ 50 LF & 1 Shrub/ 200 LF	23.00	23	6.00	47
Waterbirch Ave	Collector	LF	2426.04	1 Tree/ 35 LF; 25-45' O.C. (new code) & 1 Shrub/ 200 LF	69.00	69	12.00	20
Wild Rye Drive	Local	LF	628.00	1 Tree/ 40 LF or 1 Tree per Lot	16.00	16	N/A	
June Grass Avenue	Local	LF	3322.34	1 Tree/ 40 LF or 1 Tree per Lot	83.00	83	N/A	
Dropseed Street	Local	LF	1697.34	1 Tree/ 40 LF or 1 Tree per Lot	42.00	42	N/A	
Goldenrod Street	Local	LF	2122.08	1 Tree/ 40 LF or 1 Tree per Lot	53.00	53	N/A	
River Rocky Drive	Local	LF	282.10	1 Tree/ 40 LF or 1 Tree per Lot	7.00	8	1.00	40
TOTALS					319.00	321.00	150.00	286.00

OUTLOT REQUIREMENT CHART

LANDSCAPE REQUIREMENT CHART- OUTLOTS

OUTLOT	USE	AREA (Acres)	AREA (Square Footage)	CODE REQUIREMENT	TREES REQUIRED	TREE TOTAL AMOUNT WITH 15% ENHANCEMENT	TREES PROVIDED	SHRUBS REQUIRED	SHRUB TOTAL AMOUNT WITH 25% ENHANCEMENT	SHRUBS PROVIDED
A	Detention	2.335	101712.60	1 Tree & 5 Shrubs/ 100 LF	14.00	N/A	15	70.00	N/A	72
E	Park	0.466	20298.96	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	10.00	N/A	13	41.00	N/A	79
F	Open Space	0.586	25526.16	1 Tree & 5 Shrubs/ 4,500 SF	6.00	7.00	12	28.00	35.00	95
G	Open Space	0.686	29882.16	1 Tree & 5 Shrubs/ 4,500 SF	7.00	8.00	8	33.00	41.00	80
H	Arterial Buffer	0.204	8886.24	1 Tree & 5 Shrubs/ 2,000 SF	4.00	5.00	7	44.00	55.00	86
I	Open Space	0.487	21213.72	1 Tree & 5 Shrubs/ 4,500 SF	5.00	6.00	11	24.00	28.00	185
J	Park	0.525	22869.00	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	11.00	N/A	12	46.00	N/A	166
K	Open Space	0.422	18382.32	1 Tree & 5 Shrubs/ 4,500 SF	4.00	5.00	9	20.00	23.00	156
M	Open Space	0.234	10193.04	1 Tree & 5 Shrubs/ 4,500 SF	2.00	2.00	6	11.00	13.00	88
N	Open Space	0.375	16335.00	1 Tree & 5 Shrubs/ 4,500 SF	4.00	5.00	8	18.00	21.00	176
O	Open Space	0.031	1350.36	1 Tree & 5 Shrubs/ 4,500 SF	1.00	N/A	2	2.00	N/A	31
P	Arterial Buffer	1.067	46478.52	1 Tree & 5 Shrubs/ 2,000 SF	23.00	26.00	27	232.00	267.00	260
Q	Park	2.079	90561.24	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	45.00	N/A	45	181.00	N/A	351
R	Open Space	0.1	4356.00	1 Tree & 5 Shrubs/ 4,500 SF	1.00	N/A	2	5.00	N/A	8
S	Open Space	0.768	33454.08	1 Tree & 5 Shrubs/ 4,500 SF	7.00	8.00	11	37.00	37.00	115
T	Open Space	1.051	45781.56	1 Tree & 5 Shrubs/ 4,500 SF	10.00	12.00	14	51.00	59.00	143
U	Detention	5.465	238055.40	1 Tree & 5 Shrubs/ 100 LF	18.00	N/A	18	265.00	N/A	67
X	Open Space	0.591	25743.96	1 Tree & 5 Shrubs/ 4,500 SF	6.00	7.00	9	29.00	33.00	71
TOTALS					178.00		229.00	1137.00		2229.00

DRYLAND PASTURE NATIVE SEED MIX

A mixture of hardy, cool season grasses, that are drought tolerant and adapt well to the Northern Great Intermountain regions. It provides a good, palatable spring forage and fair regrowth in the fall. This mix may produce a hay crop depending upon available moisture. Widely adapted to many soil types and elevations of 3,000 to 10,000 feet. Ideal for areas not receiving regular irrigation.

Grows 30-48 inches at full potential. Great forage and hay producer.

Seeding Rate:
New Seeding
Broadcast: 20-25 lbs/acre
Drilled: 15-20 lbs/acre

Overseeding
Broadcast: 10-15 lbs/acre
Drilled: 5-10 lbs/acre

Characteristics:

Mix contains
20% ***Tetraploid Perennial Rye***
Bunchgrass with germination in 5-10 days.
One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It is leafy and fine stemmed.
20% ***Smooth Brome, Lincoln***
Sod Forming grass with germination in 10-14 days
Smooth brome is resistant to drought and extremes in temperature. Lincoln smooth brome is the most widely used of the cultivated brome grasses.
15% ***Paiute Orchardgrass***
Bunchgrass with germination in 14-21 days.
One of the earliest species to exhibit growth in the spring, making tremendous forage potential during cool conditions. Performs well on different textured soils. Is a great forage and hay producer.
15% ***Hycrest Crested Wheatgrass***
Bunchgrass with germination in 14-21 days.
A hybrid cross between Standard and Desert wheatgrass, resulting in a plant with excellent seedling vigor that establishes quickly. It is taller and has higher forage yield potential than its parents.
15% **Pubescent Wheatgrass**
Cool season, sod-forming with germination in 21-28 days.
Stays green into the summer months when soil moisture is adequate.
15% **Dahurian Wildrye**
Bunchgrass with germination in 7 – 21 days.
Deep rooted allowing good drought tolerance. Regrows aggressively after cutting and grazing, providing excellent palatable forage.

Formulations & varieties are subject to change without notice!

4300 Monaco Street
Denver, CO 80216
P. (303) 320-7500 F. (303) 320-7516
877-907-3337
www.avseeds.com

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.

Characteristics:
. Grows 8-12 inches tall
. Requires little to no maintenance
. Grows well in elevations up to 10,000 ft

Seeding Rate:
New Seeding
Dryland: 20-25 lbs/acre
Irrigated: 40 lbs/acre
Overseeding
Dryland: 10-15 lbs/acre
Irrigated: 20 lbs/acre

Mix contains:
30% ***Ephraim Crested Wheatgrass***
Slightly rhizomatous bunchgrass with germination in 14-21 days.
Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
25% ***Sheep Fescue***
Bunchgrass with germination in 14-21 days.
Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
20% ***Perennial Rye***
Bunchgrass with germination in 5-10 days.
One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
15% ***Chewings Fescue***
Bunchgrass with germination in 7-21 days.
Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
10% ***Canada Bluegrass***
Sod-forming grass with germination in 14-21 days.
Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.

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COLA
Colorado Land Acquisition
LJA ENGINEERING

DATE
REVISION DESCRIPTION

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
LANDSCAPE REQUIREMENT CHARTS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

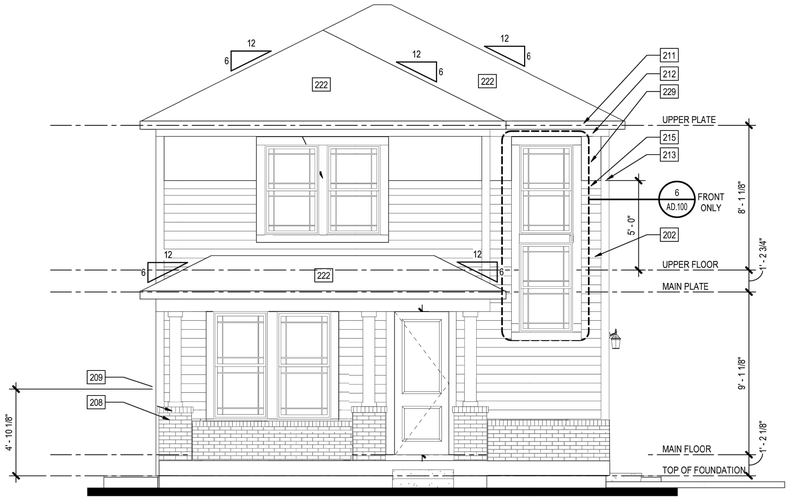
SHEET
29 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

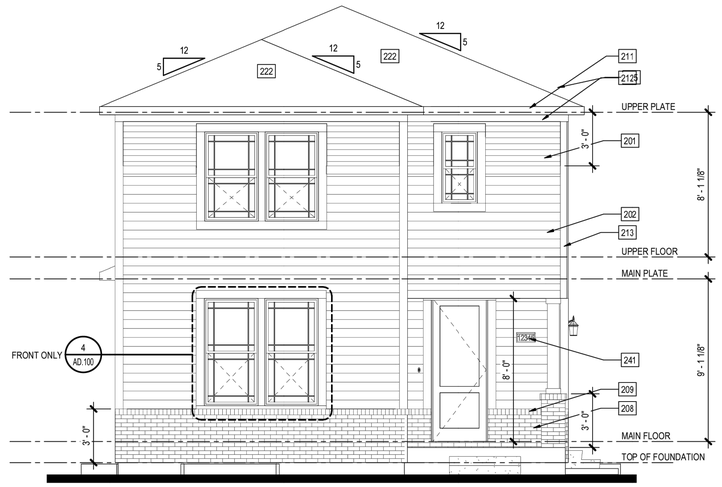
NOTE:
ALL ELEVATIONS ARE CONCEPTUAL AND WILL BE FINALIZED PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT PLAN.



Front Elevation

SCALE: 1/4" = 1'-0"

Prairie - D

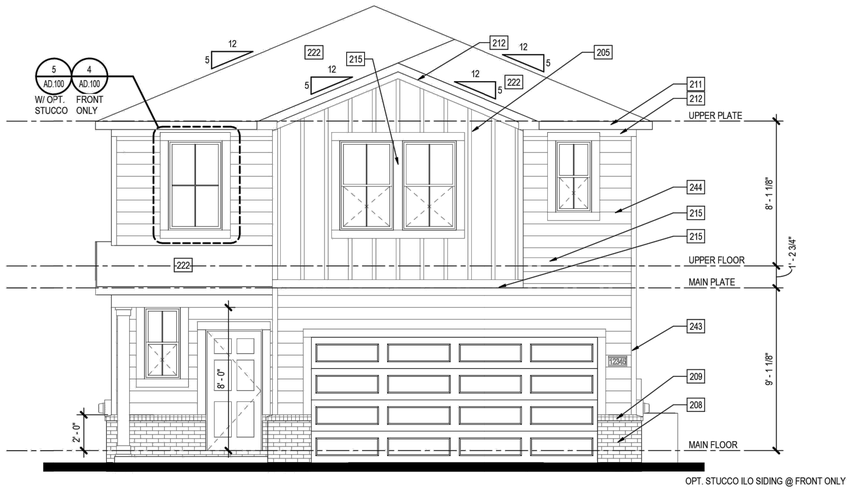


Front Elevation

SCALE: 1/4" = 1'-0"

Prairie - D

ALLEY LOADED SINGLE FAMILY HOME- TYPE 1



Front Elevation

SCALE: 1/4" = 1'-0"

Farmhouse

30' SINGLE FAMILY HOME- TYPE 1

ALLEY LOADED SINGLE FAMILY HOME- TYPE 2

Front Elevation

SCALE: 1/4" = 1'-0"

Traditional - B

30' SINGLE FAMILY HOME- TYPE 2

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Colorado Land Acquisition

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REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
ARCHITECTURE ELEVATIONS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
30 of 35

590

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

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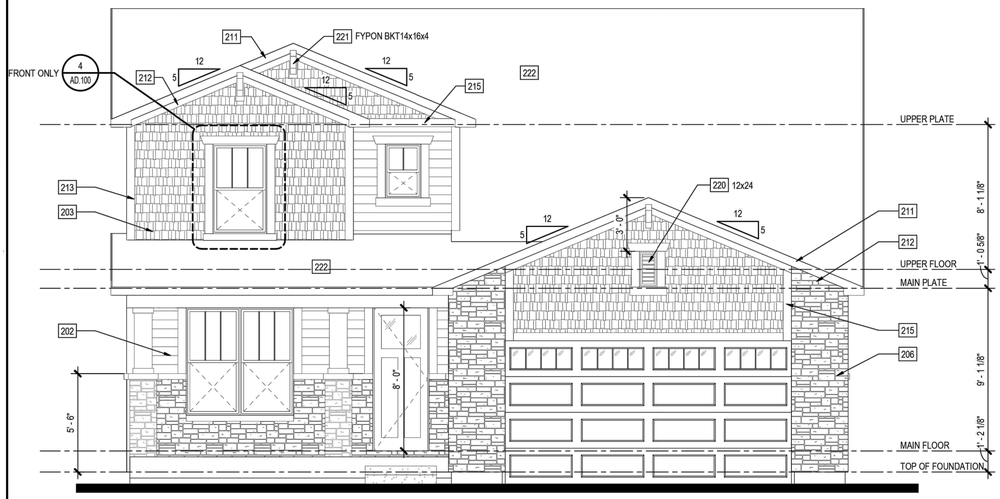
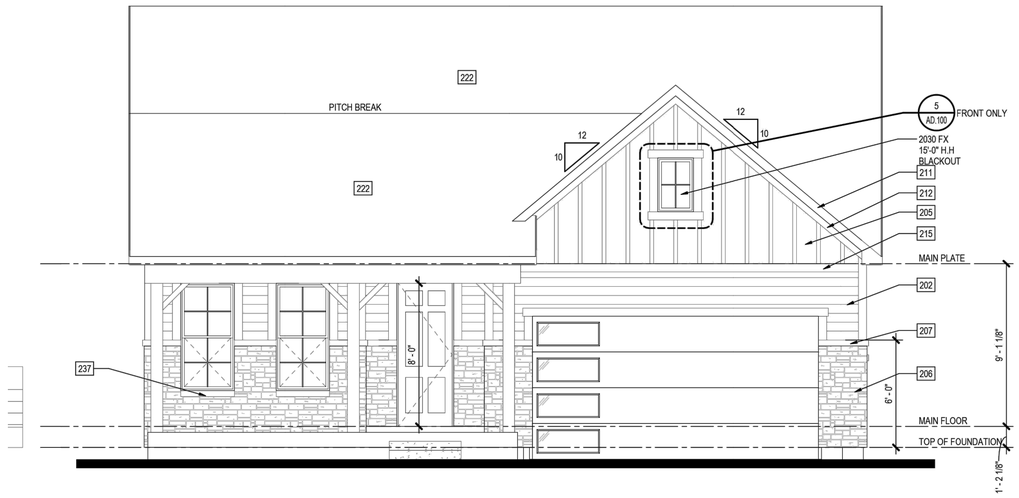


Front Elevation

SCALE: 1/4" = 1'-0"



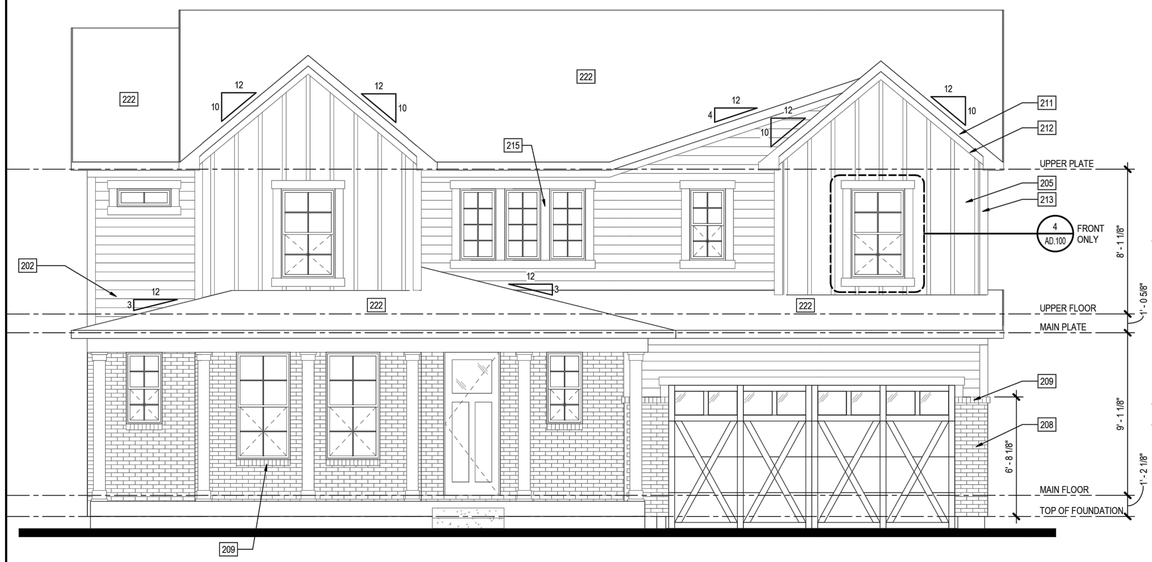
Front Elevation

SCALE: 1/4" = 1'-0"

Craftsman

Modern Farmhouse

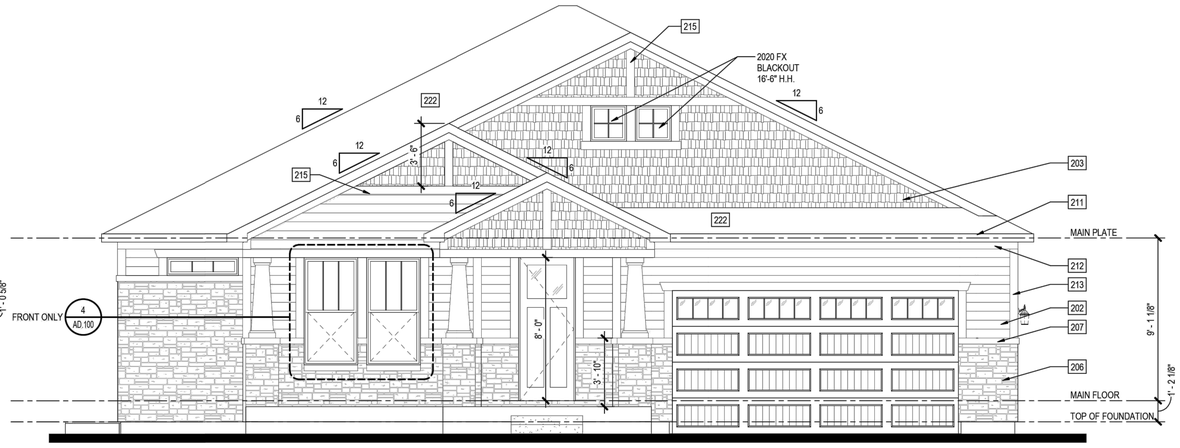
40' SINGLE FAMILY HOME- TYPE 1



Front Elevation

SCALE: 1/4" = 1'-0"

40' SINGLE FAMILY HOME- TYPE 2



Front Elevation

SCALE: 1/4" = 1'-0"

Craftsman

Modern Farmhouse

50' SINGLE FAMILY HOME- TYPE 1

50' SINGLE FAMILY HOME- TYPE 2

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Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
ARCHITECTURE ELEVATIONS

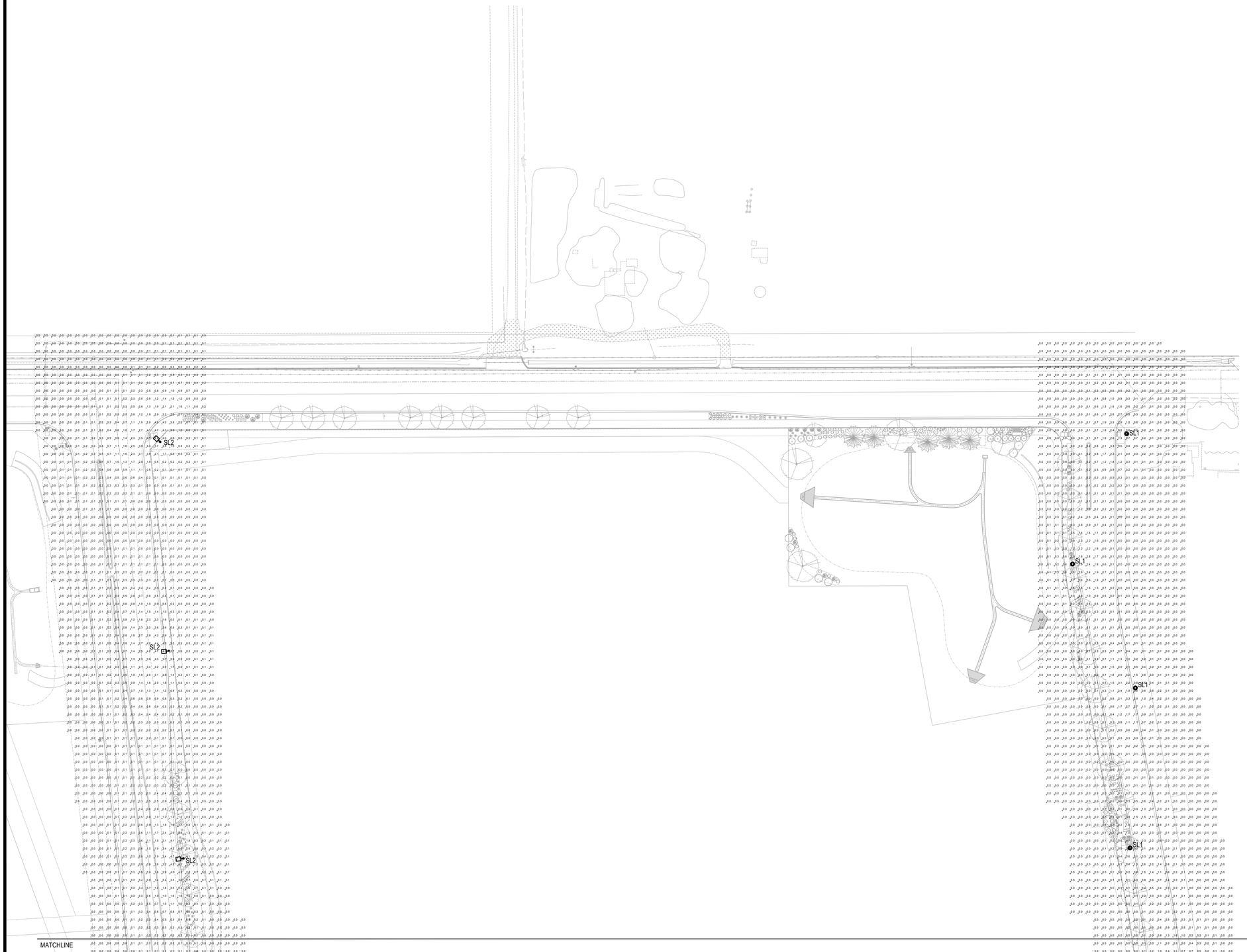
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
31 of 35

Item #18.

BLUE SKY PRAIRIE
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

STUDIO LIGHTNING
63 SUNSET DR.
BAILEY, CO 80421
303.242.1572



1 SITE LIGHTING PHOTOMETRIC

SCALE: 1" = 60'-0"

PHOTOMETRY PLAN GENERAL NOTES:

1. VALUES SHOWN ARE MAINTAINED HORIZONTAL ILLUMINANCE VALUES MEASURED AT GRADE.
2. SITE LIGHTING DESIGN HAS BEEN COMPLETED TO PRODUCE EVEN ILLUMINATION OF PARKING AND PAVED AREAS.
3. ALL LIGHT FIXTURES SHALL BE FULLY SHIELDED AND DIRECT LIGHT DOWNWARDS.
4. THERE WILL BE NO OFF-SITE GLARE ALLOWED.
5. ALL EXTERIOR LIGHTING, INCLUDING FIXTURE TYPE SW, TO BE PHOTOCELL CONTROLLED. PROVIDE IECC COMPLIANT CONTROLS AND VERIFY ALL CONTROLS WITH OWNERSHIP PRIOR TO PURCHASE AND INSTALL.

SITE LIGHTING DESIGN HAS BEEN COMPLETED TO CONFORM TO CITY OF JOHNSTOWN EXTERIOR LIGHTING STANDARDS

NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

LJA ENGINEERING

henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com
The Henry Design Group
1501 Wazee St., Suite 1-C
Denver, CO 80202
Phone: 303.446.2368

APPLICANT
COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES
BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

SITE LIGHTING PHOTOMETRIC

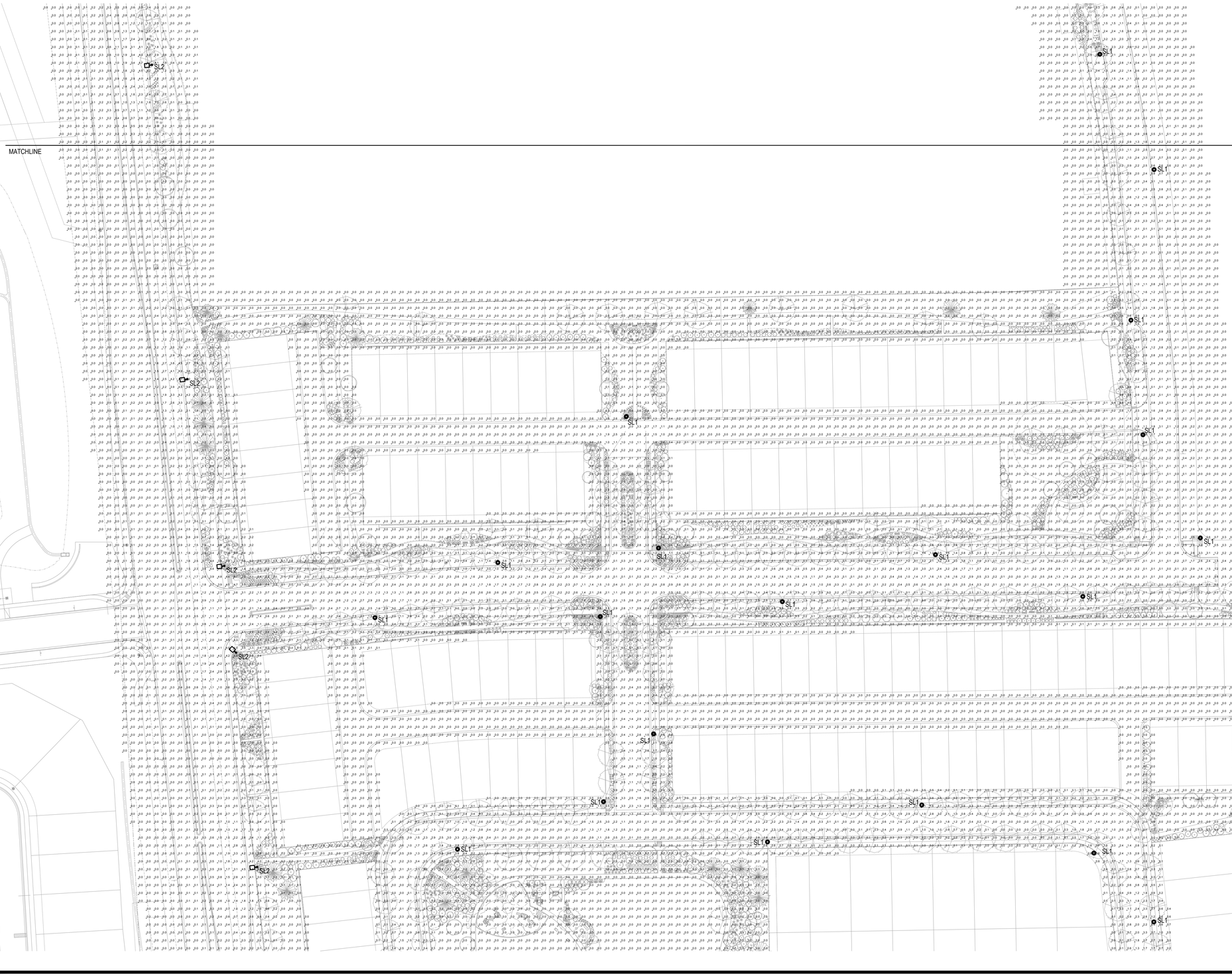
DATE MARCH 27, 2024

REVISIONS

DR. JLK | CH. JMB
P.M. JMB
JOB
SHEET NO.
32 OF 35

592

BLUE SKY PRAIRIE
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



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STUDIO LIGHTNING
63 SUNSET DR.
BAILEY, CO 80421
303.242.1572

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landscape architecture • planning • environments
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BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

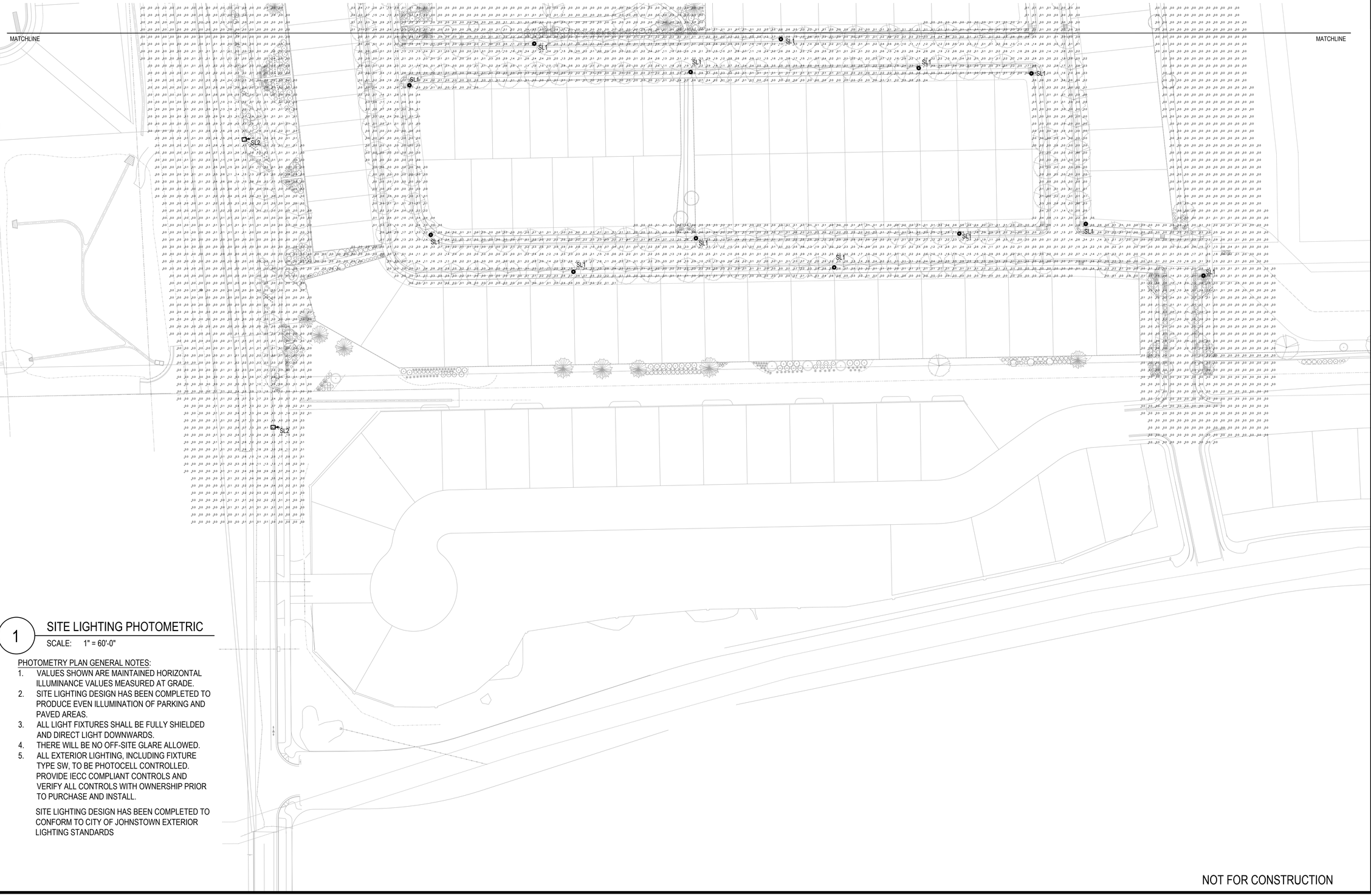
SITE LIGHTING PHOTOMETRIC

DATE MARCH 27, 2024

REVISIONS

DR. JLK | CH. JMB
P.M. JMB
JOB
SHEET NO. 33 OF 35

BLUE SKY PRAIRIE
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



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63 SUNSET DR.
BAILEY, CO 80421
303.242.1572

Item #18.

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JOHNSTOWN, COLORADO

SITE LIGHTING PHOTOMETRIC

DATE MARCH 27, 2024

REVISIONS

DR. JLK | CH. JMB
P.M. JMB
JOB
SHEET NO.
34 OF 35

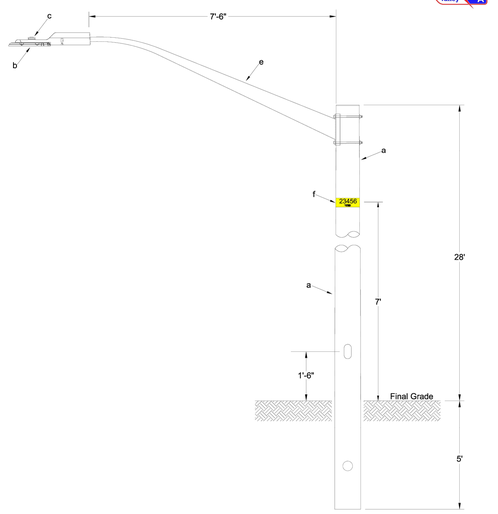
594

BLUE SKY PRAIRIE
FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

STUDIO LIGHTNING
63 SUNSET DR.
BAILEY, CO 80421
303.242.1572

LUMINAIRE SCHEDULE

Symbol	Label	General Description	Mounting Height	Color	Catalog Number	Lamp	LLF	Watts	SHIELDING
	SL1	PUBLIC STREET LIGHT LOCAL STREETS	18'-0"	BLACK	HOLOPHANE PUCL2-P40-30K-MVOLT-FC3-BK-BL	LED	1.00	89W	FULL CUTOFF
	SL2	PUBLIC STREET LIGHT ARTERIAL STREETS	28'-0"	GREY	STREETWORKS VERD-G-CA2-150-730-U-T3-AP	LED	1.00	150W	FULL CUTOFF



NOTES:
Fuse Kit to be installed inside the previous device.

ITEM	MATERIAL	QTY	CODE	ITEM	MATERIAL	QTY	CODE
a	Pole, Fiberglass 33'	1	4725	d	Fuse Kit, Street Light (Not Shown)	1	3350
b	Cobra Head, 250W Equivalent LED	1	7935	e	Streetlight Arm for 33' Pole	1	7968
c	Photocell, Long-Life	1	3980	f	Street Light ID #	1	----

DESIGN LIMITS: STREET LIGHT - 250W EQUIVALENT LED - COBRA HEAD

DATE: CHKD: APPVD: POUDRE VALLEY RURAL ELECTRIC ASSOCIATION — UL2.25L

Project		Catalog #		Type	SL2
Prepared by		Notes		Date	

Streetworks
VERD VERDEON (CA-SERIES)
Roadway Luminaire

Product Features

Light Allchoice™ · BAA

Interactive Menu
- Ordering Information page 2
- Product Specifications page 2
- Energy & Performance Data page 3
- Control Options page 6

Product Certifications

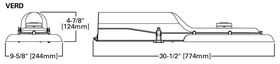
ISTI · CSA Certified · IP66 · 3G VIB · DLC Listed · DLC Premium · IDA 2

Quick Facts
- Ideal replacement for 50W-250W+ HPS luminaires
- UL/cUL listed for wet locations
- Optional IP66 enclosure rating available
- Tool-less removable power door for easy maintenance
- Parallel and series surge protection available (10kV or 20kV)
- 3G vibration rated

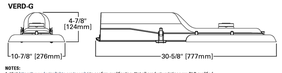
Connected Systems
- WaveLinx Lite

Dimensional and Mounting Details

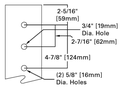
VERD



VERD-G

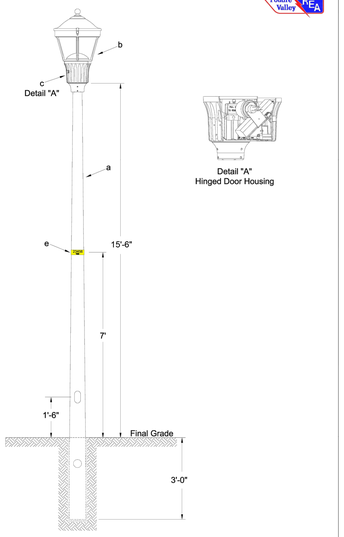


ARM DRILLING
TYPE "M"



NOTES:
1. Visit https://www.designlights.org/search/ to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer with Fixed mount only.

COOPER Lighting Solutions



NOTES:
Fuse Kit to be installed inside the previous device.

ITEM	MATERIAL	QTY	CODE	ITEM	MATERIAL	QTY	CODE
a	Pole, Fiberglass 13' Black	1	4715	d	Fuse Kit, Street Light (Not Shown)	1	3350
b	Streetlight, LED Post Top, Dark Sky	1	6680	e	Street Light ID #	1	----
c	Photocell, Long-Life	1	3980				

DESIGN LIMITS: STREET LIGHT - 100W EQUIVALENT LED - DARK SKY

DATE: CHKD: APPVD: POUDRE VALLEY RURAL ELECTRIC ASSOCIATION — UL1.1LDS

HOLOPHANE
LEADER IN LIGHTING SOLUTIONS

Catalog Number		
Notes		Type SL1

PUCL2
Utility Taft Series Luminaire Full Cutoff LED 2

Mechanical
- Heavy grade A360 cast aluminum (<1% copper)
- Tool-less access with a spring-loaded latch
- Hidden hinge door allowing the door to swing open and remain open
- Optional internal or external NEMA twist lock photocontrol receptacle. Housing contains a tempered glass window to allow light to reach the cell for internal versions.
- Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-1/8" O.D. pole tenon
- Decorative top cover contains stainless steel hinge which secures entry the LED optical chamber
- Polyester power coat paint to ensure maximum durability
- Finish meets 5,000-hour salt spray testing
- Holophane and RAL Classic finishes.

Electrical
- All surge protection meets ANSI/IEEE C62.41.2 10kV/10kA.
- Standard SPD meets 10kV/5kA per ANSI C136.2-2015.
- 20KV Option meets 20kV/10kA per ANSI C136.2-2015.
- Quick disconnect connectors for ease of installation and maintenance.
- Three pole terminal block is standard, with optional prewired leads for ease of installation
- LED drivers meet maximum total harmonic distortion (THD) of 20%. >0.90 Power Factor and are ROHS compliant. Minimum operating temperature is -40°C. Electronic driver has an estimated minimum life of 100,000 hours at 25°C.

Optical
- IP65 rated optical compartment
- LED circuit board located in the top cover
- Asymmetric or Symmetric full cutoff distributions
- 2700K, 3000K, 4000K, and 5000K CCT
- 70CRI Standard

Control Options
- Field Adjustable Output (AO) module - Onboard device that adjusts the light output and input wattage to meet site specific requirements. The AO module is preset at the factory to position number 8 (see chart).
- Factory Programmed Driver (FPDxx) - Customize lumen output prior to manufacturing and still enables control leads so other options can also be used
- Long Life Photocontrols (PCLL) - 20 Year Life
- 3 and 7 pin photocontrol receptacles internally (PR3, PR7) or externally (PRSE, PR7E) mounted

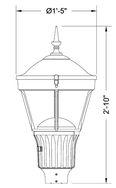
Testing/Compliance
- UL 1598 - Wet Locations Safety Listing
- Suitable for ambient temperatures -40°C to 40°C
- DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check with the DLC Qualified Products List at www.designlights.org/QPL for updated list

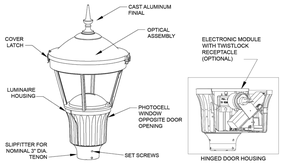
Manufacturing
- Manufactured in Crawfordsville, Indiana, ARRA compliant
- 100% electrical testing on all luminaires before shipment
- Ten (10) years minimum experience in manufacturing LED based products

Warranty
5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application.
All values are design or typical values, measured under laboratory conditions at 25 °C.
Specifications subject to change without notice.

DIMENSIONAL DATA





Maximum Weight - 39 lbs
Maximum Effective Projected Area - 1.24 sq. ft.

NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

LJA ENGINEERING
henry design group
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The Henry Design Group
1501 Wazee St. Suite 1-C
Denver, CO 80202
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APPLICANT
COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES
BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

SITE LIGHTING PHOTOMETRIC

DATE
MARCH 27, 2024

REVISIONS

DR. JLK | CH. JMB
P.M. JMB
JOB
SHEET NO.
35 OF 35

BLUE SKY PRAIRIE

PRELIMINARY PLAT

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGAL DESCRIPTION

LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,

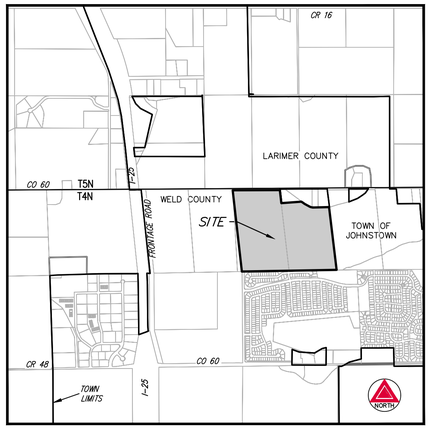
AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, COUNTY OF WELD, STATE OF COLORADO

CONTAINING AN AREA OF 121.160 ACRES, (5,277,732 SQUARE FEET), MORE OR LESS.

GENERAL NOTES

1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY".
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTES.
3. BASIS OF BEARING: THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AS SHOWN HEREON AND HAVING A BEARING OF NORTH 89°47'55" EAST, A DISTANCE OF 2634.59 FEET.
4. THE SUBJECT PROPERTY SHOWN HEREIN LIES WITHIN OTHER AREAS – ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP INDEX NO. 08069C1405F, MAP REVISED DECEMBER 19, 2006.
5. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH THE TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
6. STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESS TO THE PROPERTY OWNER.



VICINITY MAP

SCALE 1" = 2,000'

APPROVALS

PLANNING AND ZONING COMMISSION

THIS PLAT, TO BE KNOWN AS BLUE SKY PRAIRIE PRELIMINARY PLAT, WAS APPROVED BY ACTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, _____.

BY: _____
CHAIR, PLANNING AND ZONING COMMISSION

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS BLUE SKY PRAIRIE PRELIMINARY PLAT, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, _____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

TOWN ENGINEER

APPROVED THIS _____ DAY OF _____, _____.

TOWN ENGINEER, TOWN OF JOHNSTOWN

OUTLOT SUMMARY CHART				
OUTLOT	ACREAGE	OWNERSHIP	MAINTENANCE	USE
A	2.335	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	FUTURE OPEN SPACE/DETENTION
B	1.135	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
C	0.386	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
D	0.590	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	ACCESS/UTILITY
E	0.466	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
F	0.586	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
G	0.686	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
H	0.204	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
I	0.487	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
J	0.525	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
K	0.422	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
M	0.234	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
N	0.375	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
O	0.031	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
P	1.067	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
Q	2.079	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
R	0.100	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
S	0.768	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
T	1.051	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
U	5.465	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/TRAIL/DETENTION
V	0.902	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
W	0.126	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
X	0.591	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/DETENTION/SS
Y	0.212	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/TRAIL/SS
Z	0.682	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
AA	3.709	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
BB	1.414	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	PARK
CC	0.227	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
DD	0.950	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
EE	0.411	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE/DRAINAGE
FF	0.327	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
GG	19.998	HIGH PLAINS METRO DISTRICT #2	HIGH PLAINS METRO DISTRICT #2	OPEN SPACE/LANDSCAPE
TOTALS	48.541			

LAND SUMMARY CHART			
	SQ. FT.	ACRES	%
LOTS (413 TOTAL)	2,077,213	47.688	39.36
RIGHT-OF-WAY	1,086,041	24.931	20.58
OUTLOTS (32 TOTAL)	2,114,478	48.541	40.06
TOTALS	5,277,732	121.160	100.00

OWNER/APPLICANT

HIGH PLAINS ESTATE JV, LLC
36 SOUTH 18TH AVENUE, SUITE D
BRIGHTON, CO 80601

ENGINEER

LJA ENGINEERING
12071 TEJON STREET, SUITE 470
WESTMINSTER, COLORADO 80234
CONTACT: TESS HOGAN, PE
TESS@INNOVATIVELANDINC.COM
(303)-421-4224

PLANNER

HENRY DESIGN GROUP
1501 WAZEE STREET, SUITE 1-C
DENVER, CO 80202
CONTACT: KAREN HENRY
KHENRY@HENRYDESIGNGROUP.COM
(303)-446-2368

SURVEYOR

AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVE, SUITE 1
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JLYNCH@AZTECCONSULTANTS.COM
(303)-713-1897

LAST REVISED: 8/15/2023

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AzTec Proj. No: 164021-01 Drawn By: BAM

DEVELOPER
COLA, LLC/VIEW HOMES, INC.
3033 E. 1ST AVENUE, SUITE 815
DENVER, CO 80206

DATE OF PREPARATION:	03-31-2023
SCALE:	N/A

SHEET 1 OF 3

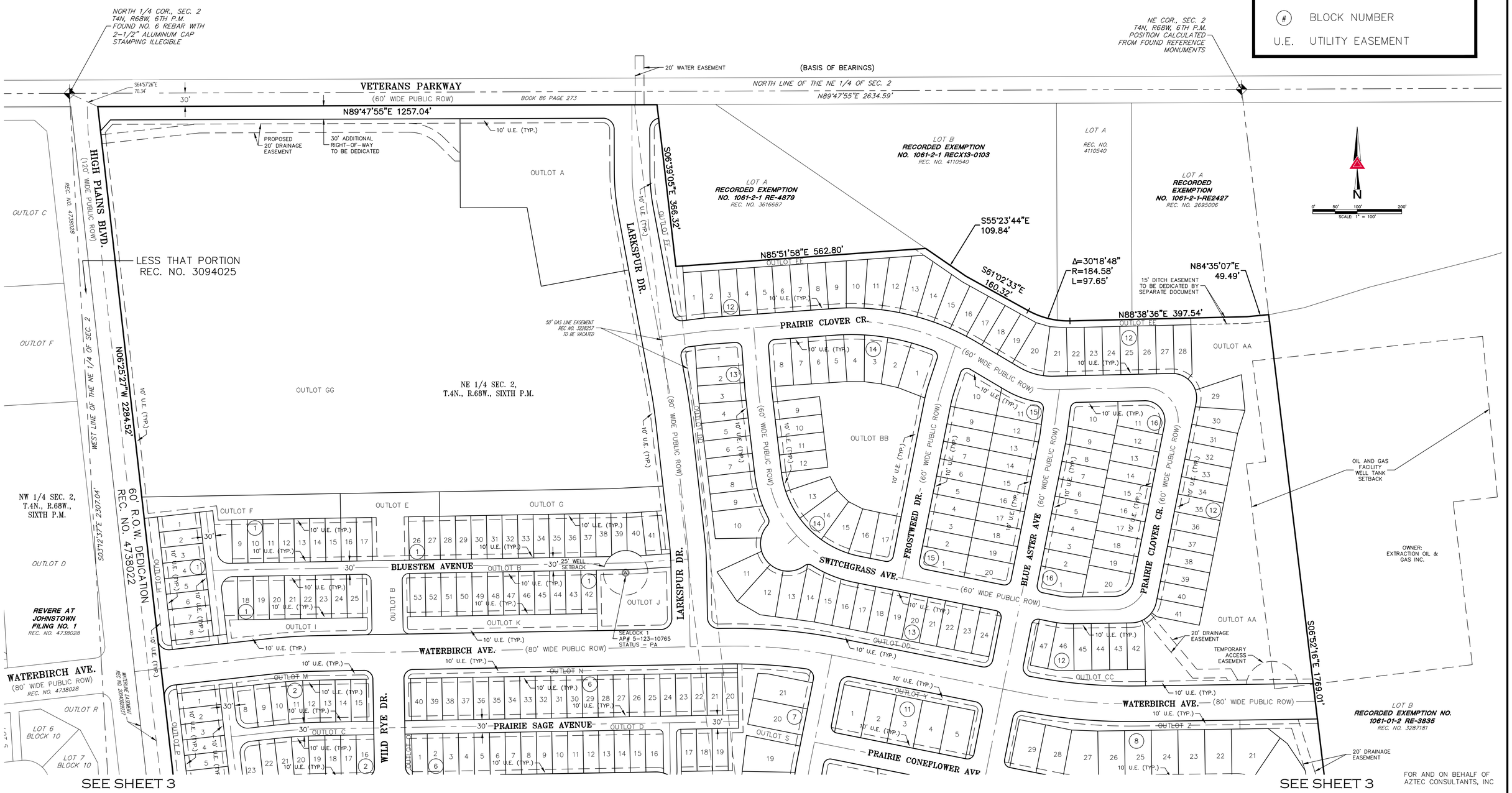
BLUE SKY PRAIRIE

PRELIMINARY PLAT

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- ROW RIGHT-OF-WAY
- # BLOCK NUMBER
- U.E. UTILITY EASEMENT



SEE SHEET 3

SEE SHEET 3

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

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DENVER, CO 80206

DATE OF PREPARATION:	03-31-2023
SCALE:	1" = 100'

SHEET 2 OF 3

BLUE SKY PRAIRIE

PRELIMINARY PLAT

A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

SEE SHEET 2

SEE SHEET 2

NW 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.

S07°23'37"E 2307.04'

60' R.O.W. DEDICATION REC. NO. 4738022

OUTLOT D

REVERE AT JOHNSTOWN FILING NO. 1 REC. NO. 4738028

WATERBIRCH AVE. (80' WIDE PUBLIC ROW) REC. NO. 4738028

WATER EASEMENT REC. NO. 4738028

OUTLOT R

LOT 4 BLOCK 10 · LOT 5 BLOCK 10 · LOT 6 BLOCK 10 · LOT 7 BLOCK 10 · LOT 8 BLOCK 10 · LOT 9 BLOCK 10 · LOT 10 BLOCK 10 · LOT 11 BLOCK 10 · LOT 12 BLOCK 10 · LOT 13 BLOCK 10 · LOT 14 BLOCK 10 · LOT 15 BLOCK 10 · LOT 16 BLOCK 10 · LOT 17 BLOCK 10 · LOT 18 BLOCK 10 · LOT 19 BLOCK 10

LOT 15 BLOCK 8 · LOT 16 BLOCK 8 · LOT 17 BLOCK 8 · LOT 18 BLOCK 8

OUTLOT U

WEST LINE OF THE NE 1/4 OF SEC. 2

HIGH PLAINS BLVD. (120' WIDE PUBLIC ROW) REC. NO. 4738028

LESS THAT PORTION REC. NO. 3094025

OUTLOT E

REVERE AT JOHNSTOWN FILING NO. 1 REC. NO. 4738028

OUTLOT Q

CENTER 1/4 COR., SEC. 2 T4N, R68W, 6TH P.M. FOUND NO. 6 REBAR WITH 3-1/4" ALUMINUM CAP STAMPED "KSI JONES 1998 LS 22098"

N06°25'27"W 2284.52'

OUTLOT F · OUTLOT E · OUTLOT G

BLUESTEM AVENUE (30' WIDE PUBLIC ROW)

OUTLOT B · OUTLOT H · OUTLOT I · OUTLOT K · OUTLOT J

30' 25' WELL SETBACK

LARKSPUR DR.

SEALOCK 1 AP# 5-123-10765 STATUS - PA

WATERBIRCH AVE. (80' WIDE PUBLIC ROW)

OUTLOT M · OUTLOT N · OUTLOT C · OUTLOT D · OUTLOT O · OUTLOT P

WILD RYE DR.

PRAIRIE SAGE AVENUE (30' WIDE PUBLIC ROW)

JUNE GRASS AVE. (60' WIDE PUBLIC ROW)

OUTLOT Q

DROPSEED ST. (60' WIDE PUBLIC ROW)

GOLDEN ROD ST. (60' WIDE PUBLIC ROW)

OUTLOT T

OUTLOT A

S88°58'49"W 2588.35'

LOT 13 · LOT 12 · LOT 11 · LOT 10 · LOT 9 · LOT 8 · LOT 7 · LOT 6 · LOT 5 · LOT 4 · LOT 3 · LOT 2 · LOT 1 — BLOCK 1

CORRECTED - ROCKSBURY RIDGE SECOND FILING REC. NO. 3030592

LOT 14 · LOT 15 · OUTLOT B

ONYX PLACE (60' WIDE PUBLIC ROW) REC. NO. 4738028

SE 1/4 SEC. 2, T.4N., R.68W., SIXTH P.M.

TEMPORARY CONSTRUCTION EASEMENT REC. NO. _____

SWITCHGRASS AVE. (60' WIDE PUBLIC ROW)

FROSTWEED DR. · BLUE ASTER AVE (60' WIDE PUBLIC ROW) · PRAIRIE CLOVER CR. (60' WIDE PUBLIC ROW)

OUTLOT DD · OUTLOT CC · OUTLOT AA

20' DRAINAGE EASEMENT

TEMPORARY ACCESS EASEMENT

S06°52'16"E 1769.01'

OWNER: EXTRACTION OIL & GAS INC.

LOT B RECORDED EXEMPTION NO. 1061-01-2 RE-3835 REC. NO. 3287181

20' DRAINAGE EASEMENT

ASSESSED OWNER: D & B CITO TRUST REC. NO. 3935009

WATERBIRCH AVE. (80' WIDE PUBLIC ROW)

OUTLOT Y · OUTLOT Z

PRAIRIE CONEFLOWER AVE. (60' WIDE PUBLIC ROW)

YELLOW SUNDROP DR. (60' WIDE PUBLIC ROW)

OUTLOT V

PRAIRIE PHLOX AVE. (60' WIDE PUBLIC ROW)

BLAZING STAR DR. (60' WIDE PUBLIC ROW)

OUTLOT U

OUTLOT S · OUTLOT W · OUTLOT X · OUTLOT G

RIVER ROCK DR.

50' GAS LINE EASEMENT REC NO. 3228257 TO BE VACATED

RIVER ROCK DRIVE (60' WIDE PUBLIC ROW) REC. NO. 4738028

ONYX PLACE (60' WIDE PUBLIC ROW) REC. NO. 4738028

LOT 10 BLOCK 2

CORRECTED - ROCKSBURY RIDGE SECOND FILING REC. NO. 3030592

PROPOSED 20' DRAINAGE EASEMENT

OUTLOT E ROCKSBURY RIDGE FIRST FILING REC. NO. 2852701

EAST 1/4 COR., SEC. 2 T4N, R68W, 6TH P.M. POSITION CALCULATED FROM FOUND REFERENCE MONUMENTS

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

LEGEND

- SECTION CORNER MONUMENT AS DESCRIBED
- ROW RIGHT-OF-WAY
- (#) BLOCK NUMBER
- U.E. UTILITY EASEMENT

N

0' 50' 100' 200'

SCALE: 1" = 100'

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AzTec Proj. No.: 164021-01 Drawn By: BAM

DEVELOPER
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DENVER, CO 80206

DATE OF PREPARATION:	03-31-2023
SCALE:	1" = 100'

SHEET 3 OF 3

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

PROJECT INTENT

BLUE SKY PRAIRIE SUBDIVISION IS INTENDED TO BE A COHESIVELY PLANNED COMMUNITY WITH CONSISTENT STREETSCAPES, UNIFIED ARCHITECTURE, DISTINCTIVE PARKS, AND INTERCONNECTING OPEN SPACE AND WALKS. THE COMMUNITY DESIGN INCLUDING VEHICULAR ACCESS, DRAINAGE, UTILITY INFRASTRUCTURE, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIVITY HAS BEEN DESIGNED TO COMPLY WITH THE ZONING ESTABLISHED BY THE HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN (ODP) AS WELL AS THE MUNICIPAL CODE AND STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN.

THE COMMUNITY INCLUDES A MIX OF RESIDENTIAL LOT SIZES THAT WILL ACCOMMODATE A VARIETY OF HOUSING TYPES OF DIFFERING SIZES AND PRICE POINTS TO PROVIDE FOR A WIDE DEMOGRAPHIC. THE COMMUNITY IS DIVIDED INTO FOUR DIFFERENT QUADRANTS AS IDENTIFIED ON THE ODP.

THE PLANNING AREA-1 (PA-1) LOCATED IN THE NORTHWEST QUADRANT OF THE SITE IS PROPOSED FOR A TOTAL OF 20-ACRES PLANNED FOR HIGHER DENSITY RESIDENTIAL. THIS AREA IS NOT INCLUDED IN THIS INITIAL PRELIMINARY DEVELOPMENT PLAN (PDP) AND PRELIMINARY PLAT AND WILL FOLLOW LATER UNDER A SEPARATE APPLICATION. THE BALANCE OF PA-1 IS FOR 53 ALLEY-LOADED HOMES WITH A TYPICAL LOT SIZE OF 35-FEET X 95-FEET. EACH HOME INCLUDES A TWO-CAR ATTACHED REAR LOADED GARAGE AND TWO PARKING SPACES PROVIDED WITHIN A 20-FOOT-LONG DRIVEWAY. THE ALLEY LOADED HOMES FRONT ON WATERBIRCH AVENUE, HIGH PLAINS BOULEVARD, AND A COMMON OPEN SPACE TRACT CREATING A PLEASING AND OPEN FEEL UPON ARRIVAL INTO THE COMMUNITY. TWO SMALL POCKET PARKS ARE PLANNED IN THIS AREA.

PLANNING AREA-2 IS LOCATED IN THE NORTHEAST QUADRANT OF THE SITE AND IS PLANNED FOR 128 SINGLE FAMILY DETACHED HOMES WITH A TYPICAL LOT SIZE OF 40-FEET X 105-FEET. THE HOMES SURROUND A CENTRALIZED PARK. A SECOND PARK IS LOCATED ALONG THE EASTERN EDGE OF THE NEIGHBORHOOD WHICH PROVIDES ADDITIONAL SEPARATION FROM THE OFF-SITE OIL AND GAS FACILITY.

PLANNING AREA-3 IS LOCATED IN THE SOUTHEAST QUADRANT OF THE SITE AND IS PLANNED FOR 81 TRADITIONAL SINGLE-FAMILY DETACHED HOMES WITH A TYPICAL LOT SIZE OF 60-FEET X 110-FEET. A PARK IS LOCATED IN THE CENTER OF THE NEIGHBORHOOD AND IS THE FOCAL POINT AS YOU ENTER THE NEIGHBORHOOD FROM WATERBIRCH AVENUE. THE LOTS ALONG THE SOUTHERN EDGE OF THIS NEIGHBORHOOD ARE SIMILAR IN SIZE TO THE ADJACENT LOTS IN ROCKSBURY RIDGE WITH A TYPICAL LOT SIZE OF 6,000 SQUARE FEET. THE PRIMARY DETENTION POND FOR THE NEIGHBORHOOD IS LOCATED IN THE SOUTHEAST CORNER OF PA-3.

PLANNING AREA-4 IS LOCATED IN THE SOUTHWEST QUADRANT OF THE SITE AND IS PLANNED FOR 54 SINGLE FAMILY DETACHED HOMES WITH TYPICAL LOTS SIZE OF 50 FEET X 110 FEET IN THE CENTER OF PA-4 AND SURROUND A CENTRALIZED PARK SITE. ALONG THE SOUTHERN PROPERTY LINE, 18 SINGLE FAMILY DETACHED HOMES WITH A MINIMUM LOT SIZE OF 60-FEET X 120-FEET WHICH ARE SIMILAR IN SIZE TO THE ADJACENT LOTS IN ROCKSBURY RIDGE. THE NEIGHBORHOOD ALSO INCLUDES 77 ALLEY-LOADED 'LOTS ALONG WATERBIRCH AVENUE AND A PORTION OF HIGH PLAINS BOULEVARD. THE HOMES WILL FACE THE ADJACENT ROADWAYS CREATING A PLEASING AND OPEN FEEL TO THE STREETSCAPE. PLANNING AREA-4 IS PLANNED TO TRANSITION IN LOT SIZE FROM NORTH TO SOUTH FOR A MORE CREATIVE DEVELOPMENT OPTION.

PARKS AND OPEN SPACES ARE PLANNED THROUGHOUT THE NEIGHBORHOOD AS IDENTIFIED ON SHEET 12 OF 29 THE PDP.

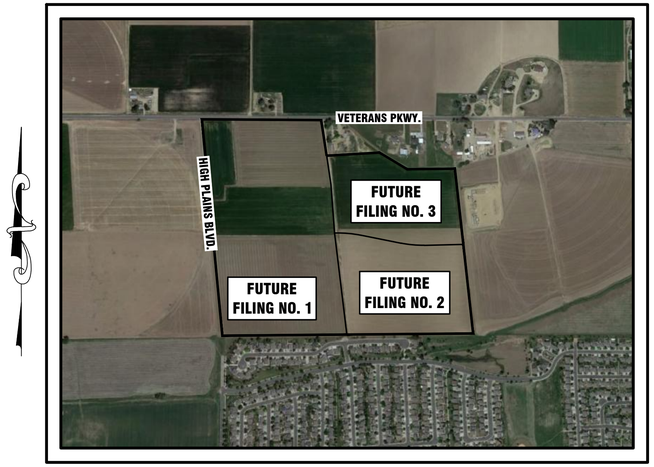
PRIMARY ACCESS TO THE COMMUNITY IS FROM HIGH PLAINS BOULEVARD AND VETERANS PARKWAY VIA COLLECTOR STREETS. SECONDARY ACCESS IS PROVIDED VIA RIVER ROCK DRIVE FROM THE ROCKSBURY RIDGE COMMUNITY TO THE SOUTH.

BLUE SKY PRAIRIE GENERAL NOTES

1. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
2. STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE TIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
3. LANDSCAPING, SIGNAGE, ENTRY MONUMENTATION, ARCHITECTURE, FENCING, TYPICAL ON-LOT LANDSCAPING AND LIGHTING FOR DEVELOPMENT WITHIN THIS PRELIMINARY DEVELOPMENT PLAN (PDP) SHALL BE FURTHER IDENTIFIED AT THE TIME OF FINAL DEVELOPMENT PLAN AND SHALL FOLLOW APPLICABLE STANDARDS OF THE ODP, TOWN OF JOHNSTOWN MUNICIPAL CODE, THE ODP DESIGN GUIDELINES, OR ANY DESIGN STANDARDS ESTABLISHED BY THE DEVELOPER FOR THE NEIGHBORHOOD.
4. THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN IS FOR THE ENTIRE COMMUNITY AS INDICATED WITHIN THE PDP WITH THE EXCEPTION OF THE TRACT 1 LOCATED WITHIN PLANNING AREA 1 WHICH WILL BE PROVIDED AT A LATER DATE IN A SEPARATE SUBMITTAL.
5. IT IS ANTICIPATED THAT THE COMMUNITY WILL BE PHASED, AND THAT FUTURE FINAL PLATS AND FINAL DEVELOPMENT PLANS WILL BE PROVIDED ON A PHASED BASIS. PHASING WILL OCCUR IN A LOGICAL AND COST-EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSIONS, SITE ACCESS, AVAILABILITY OF UTILITIES SERVICES AND MARKET CONDITIONS.
6. ALL UNPLATTED PROPERTY WITHIN THE SUBDIVISION MAY REMAIN AGRICULTURAL USE UNTIL SUCH TIME DEVELOPMENT IN THE AREA COMMENCES.
7. THE SITE DOES NOT CONTAIN ANY ENDANGERED SPECIES.
8. NO ARCHAEOLOGICAL OR HISTORICAL AREAS HAVE BEEN IDENTIFIED ON THE SITE.
9. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED FOR THIS SITE.
10. SOIL CONTAMINATION LOCATED WITHIN THE PUBLIC RIGHT OF WAY WITHIN STREET B WILL BE EXCAVATED AND REPLACED WITH CLEAN FILL.
11. THE APPLICANT WILL CONDUCT A NOISE STUDY FOR THE OIL AND GAS FACILITY EAST OF THE SITE PRIOR TO SUBMITTAL OF THE FINAL DEVELOPMENT PLAN AND FINAL PLAT.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS PUD SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE PUD (OUTLINE, PRELIMINARY, OR FINAL DEVELOPMENT PLANS) DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.



VICINITY MAP
1" = 750'

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE GRID BEARINGS DERIVED FROM GPS OBSERVATION BASED UPON THE COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE (NAD 83, 2011) REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST, SIXTH PRINCIPAL MERIDIAN BEING MONUMENTED AS SHOWN HEREON, TAKEN TO BEAR NORTH 89°47'55" EAST, A DISTANCE OF 2634.59 FEET.

LOT B, RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993 AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003 AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021 UNDER RECEPTION NO. 4738022,

COUNTY OF WELD, STATE OF COLORADO

APPROVALS

TOWN COUNCIL

THIS PRELIMINARY DEVELOPMENT PLAN, TO BE KNOWN AS BLUE SKY PRAIRIE PDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

_____

CIVIL ENGINEER

UA ENGINEERING, INC.
1765 WEST 121ST AVE, SUITE 300
WESTMINSTER, COLORADO 80234
PHONE: (303) 421-4224
CONTACT: KEVIN LOVELACE, P.E.

SURVEYOR

AZTEC CONSULTANTS, INC
1300 EAST MINERAL AVE, SUITE 1
LITTLETON, CO 80122
PHONE: (303)-713-1898
CONTACT: JIM LYNCH

PLANNER/LANDSCAPE

HENRY DESIGN GROUP
1501 WAZEE ST, UNIT 1-C
DENVER, CO 80202
PHONE: (303)-446-2368
CONTACT: KAREN HENRY

GEOTECHNICAL ENGINEER

CTL THOMPSON
1971 WEST 12TH AVE
DENVER, CO 80204
PHONE: (303)-825-0777
CONTACT: BENNY LUJAN, P.E.

DEVELOPER

COLA, LLC / VIEW HOMES
555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, COLORADO 80921
PHONE: (719) 306-2976
CONTACT: TIM BUSCHAR

O&G ENVIRONMENTAL

CTL THOMPSON
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DENVER, CO 80204
PHONE: (303)-825-0777
CONTACT: MATT WARDLOW.

AGENCY LIST

TOWN OF JOHNSTOWN
450 S. PARISH AVE
JOHNSTOWN, CO 80534
PHONE: (970) 578-9603
CONTACT: TROY WHITE

XCEL ENGERGY
550 15TH ST SUITE 700
DENVER, CO 80202
PHONE: (303) 571-7877

PVREA, INC.
7649 REA PKWY
FORT COLLINS, CO 80528
PHONE: (800) 432-1012

IMEG CORP.
7600 E. ORCHARD RD, SUITE 250-S
GREENWOOD VILLAGE, CO 80111
PHONE: (303) 796-6000
CONTACT: GREG WEEKS

Sheet List Table

Sheet Number	Sheet Title
1	COVER SHEET
2	NOTES & DETAILS
3	OVERALL PLAN
4 - 10	DETAILED SITE PLAN (1-7)
11	PHASING PLAN
12	LOT TYPICALS/DEVELOPMENT STANDARDS
13	COMMON & PUBLIC AREA OPEN SPACE PLAN
14	PLANNING AREA & PED. CIRCULATION PLAN
15	OVERALL LANDSCAPE PLAN
16 - 20	PRELIMINARY LANDSCAPE PLAN (1-5)
21 - 23	HARDSCAPE PLAN & PARK DETAILS (1-3)
24	SITE DETAILS
25	FENCING PLAN
26	PLANT LIST AND DETAILS
27	LANDSCAPE REQUIREMENTS CHARTS
28 - 29	ARCHITECTURE ELEVATIONS (1-2)

NOT FOR CONSTRUCTION

Know what's below. Call before you dig.
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LJA ENGINEERING

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Denver, CO 80202
Phone: 303.446.2368
1601 Wynkoop Street, Suite 800, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com
landscape architecture • planning • communities

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JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

COVER

DATE 08-18-2023

1	06-18-2023 1st SUBMITTAL
2	06-23-2023 2nd SUBMITTAL
3	

REVISIONS

DR. WWB CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 1 OF 29

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

OUTLOT SUMMARY

	USE	OWNED	MAINTAINED	SQ. FT.	ACRES
OUTLOT A	FUT OS/DETENTION	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	101,705	2.33
OUTLOT B	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	49,442	1.14
OUTLOT C	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	16,809	0.39
OUTLOT D	ALLEY	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,713	0.59
OUTLOT E	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	20,299	0.47
OUTLOT F	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,522	0.59
OUTLOT G	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	29,863	0.69
OUTLOT H	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	8,866	0.20
OUTLOT I	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	21,221	0.49
OUTLOT J	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	22,877	0.53
OUTLOT K	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	18,380	0.42
OUTLOT M	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	10,190	0.23
OUTLOT N	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	16,342	0.38
OUTLOT O	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	1,340	0.03
OUTLOT P	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	46,492	1.07
OUTLOT Q	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	90,567	2.08
OUTLOT R	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	4,367	0.10
OUTLOT S	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	33,474	0.77
OUTLOT T	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	45,773	1.05
OUTLOT U	OS / TRAIL / DETENTION	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	238,038	5.46
OUTLOT V	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	39,294	0.90
OUTLOT W	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	5,500	0.13
OUTLOT X	OS / DETENTION / SS	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	25,752	0.59
OUTLOT Y	OS / TRAIL / SS	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	9,223	0.21
OUTLOT Z	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	29,712	0.68
OUTLOT AA	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	161,582	3.71
OUTLOT BB	PARK	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	61,601	1.41
OUTLOT CC	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	9,889	0.23
OUTLOT DD	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	41,385	0.95
OUTLOT EE	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	17,889	0.41
OUTLOT FF	OS / LANDSCAPE	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	14,241	0.33
OUTLOT GG	FUT. DEVELOPMENT	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	871,131	20.00
	TOTAL AREA			2,114,479	48.54

OS = OPEN SPACE SS = SANITARY SEWER

LAND SUMMARY

	SQ. FT.	ACRES	%
LOT AREA	2,077,213	47.69	39.4%
ROADWAY AREA	1,086,041	24.93	20.6%
OUTLOTS - DRIVES (B, C, D)	91,964	2.11	1.7%
OUTLOTS - PONDS (A, U)	339,743	7.80	6.4%
OUTLOTS - LANDSCAPE (E, F, G, H, I, J, K, M, N, O, P, Q, R, S, T, V, W, X, Y, Z, AA, BB, CC, DD, EE, FF)	811,641	18.63	15.4%
OUTLOT GG - FUTURE DEVELOPMENT	871,131	20.00	16.5%
TOTAL AREA	5,277,732	121.16	100%
TOTAL LOTS	413		

(1) OUTLOTS A-FF DEDICATED FOR CITY'S PARK, RECREATION & OPEN SPACE CREDIT

STREET SUMMARY

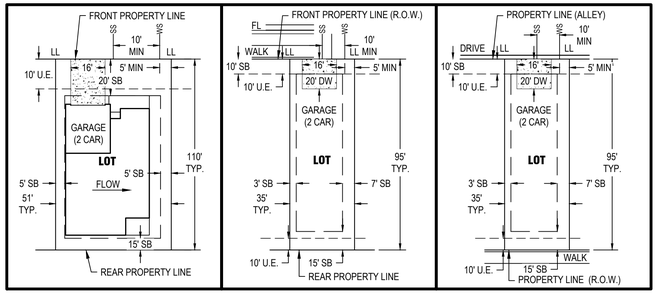
TYPE	NAME(S)
PRIVATE DRIVE - 26'	BLUESTEM AVE., PRAIRIE SAGE AVE.
RESIDENTIAL LOCAL STREET (MOUNTABLE CURB)	JUNEGRASS AVE., DROPSEED ST., GOLDEN ROD ST.
RESIDENTIAL LOCAL STREET (VERTICAL CURB)	RIVER ROCK DR.
ENTRY STREET WITH RAISED MEDIAN	WILD RYE DR.
RESIDENTIAL COLLECTOR	WATERBIRCH AVE., LARKSPUR DR.
MAJOR ARTERIAL	HIGH PLAINS BLVD., VETERANS PKWY.

BLUE SKY PRAIRIE - PRELIMINARY LOT MIX

TYPICAL LOT FRONTAGE	LOT SIZE (sf)	HOME TYPE	EST. NUMBER OF DWELLING
60-feet	6,000 and greater	SFD	104
50-feet	5,000	SFD	51
40-feet	4,000	SFD	142
35-feet - Rear load	3,000	SFD	102
35-feet - Front load	3,000	SFD	14
25-feet - Rear load 30-feet - Front load	2,000 2,400	Pairs	n/a
20-feet	1,320	Cluster	n/a
22-feet	1,760	Townhomes	n/a
TOTAL			413

SIGHT LINES TABLE

SIGHT LINE NUMBER	*1 (ft)	*2 (ft)	DESIGN SPEED (MPH)
SL1	500	350	45-50
SL2	400	275	35
SL3	300	200	25
SL4	300	200	25
SL5	300	200	25
SL6	300	200	25
SL7	300	200	25
SL8	300	200	25
SL9	300	200	25
SL10	300	200	25
SL11	300	200	25
SL12	400	275	35
SL13	500	350	45-50
SL14	400	275	35
SL15	300	200	25
SL16	300	200	25
SL17	300	200	25
SL18	300	200	25
SL19	300	200	25
SL20	300	200	25
SL21	300	200	25
SL22	300	200	25
SL23	300	200	25
SL24	300	200	25
SL25	300	200	25
SL26	300	200	25
SL27	300	200	25
SL28	300	200	25
SL29	300	200	25
SL30	300	200	25
SL31	400	275	35
SL32	400	275	35
SL33	400	275	35
SL34	400	275	35



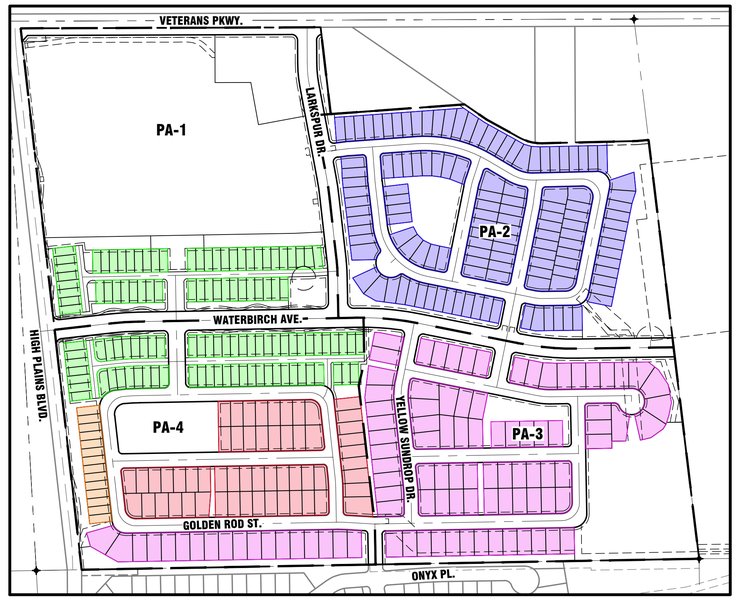
TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED N.T.S.

TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED 'NOOK' R.O.W. GARAGE ENTRANCE N.T.S.

TYPICAL LOT EASEMENT LAYOUT SINGLE FAMILY DETACHED 'NOOK' ALLEY GARAGE ENTRANCE N.T.S.

NOTES:

1. LOT EASEMENTS SHALL BE AS SHOWN ON THIS DETAIL UNLESS OTHERWISE NOTED ON PLANS.



60' SINGLE FAMILY DETACHED

50' SINGLE FAMILY DETACHED

40' SINGLE FAMILY DETACHED

35' REAR-LOAD SINGLE FAMILY DETACHED

35' FRONT-LOAD SINGLE FAMILY DETACHED

PLANNING AREA 1: 53 DU / 12.3 DEV. AC = 4.31 DU/AC

PLANNING AREA 2: 128 DU / 28.1 AC = 4.56 DU/AC

PLANNING AREA 3: 81 DU / 28.5 AC = 2.84 DU/AC

PLANNING AREA 4: 151 DU / 30.2 AC = 5.00 DU/AC

LEGEND

- Property Line
- Right of Way Line
- Centerline
- Easement Line
- Lot Line
- Site Line
- Sight Distance Line
- Top of Embankment
- 100-YR W.S.E.
- Phase Line
- Retaining Wall
- Prop. Asphalt Pavement
- Prop. Asphalt Mill & Overlay
- Prop. Concrete Pavement
- Prop. Concrete Walk
- Prop. Crushed Fines
- Ex. Concrete Walk
- Ex. Asphalt Pavement
- Sight Distance Area
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Ex. Sanitary Line
- Ex. Water Line
- Ex. Storm Sewer Line
- Ex. Irrigation Pipe
- Ex. Fiber Optic Line
- Ex. Gas Line
- Ex. Telephone Line
- Ex. Overhead Electric
- Ex. Fence
- Sanitary Service Line
- Water Service Line
- Sanitary Sewer Manhole
- Fire Hydrant
- Thrust Block
- Water Valve
- Water Meter
- Storm Manhole
- Ex. Sanitary Sewer Manhole
- Ex. Water Valve
- Ex. Fire Hydrant
- Ex. Storm Manhole
- Ex. Street Light
- Ex. Sign
- Prop. Street Light
- Prop. Sign
- 5280 Proposed Major Contour
- Proposed Minor Contour
- 5280 Existing Major Contour
- Existing Minor Contour

300 0 150 300

SCALE 1 inch = 300 ft.

GENERAL ABBREVIATIONS

A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
BS	BOTTOM ELEVATION OF RISE
B.S.I.	BY SEPARATE INSTRUMENT
CE	CURB EXTENSION
CL	CENTERLINE
CT	CURB TRANSITION
CWN	CROWN
DBO	DESIGN BY OTHERS
DC	MEDIAN CURB & GUTTER
D.E.	DRAINAGE EASEMENT
D.U.E.	DRAINAGE & UTILITY EASEMENT
EOP	EDGE OF PAVEMENT
E.A.E.	EMERGENCY ACCESS EASEMENT
E.ATT.E.	EXISTING AT&T EASEMENT
E.P.E.	EXISTING PIPELINE EASEMENT
FES	FLARED END SECTION
FGB	FINISHED GROUND AT BOTTOM WALL ELEVATION
FGT	FINISHED GROUND AT TOP WALL ELEVATION
FH	FIRE HYDRANT
FL	FLOWLINE
FV	FIELD VERIFY
G	FINISHED GROUND
G.E.	GAS EASEMENT
G.O.E.	GAS & OIL EASEMENT
GV	GATE VALVE
HP	HIGH POINT
I.E.	IRRIGATION EASEMENT
LL	LOT LINE
LP	LOW POINT
LTWD	LITTLE THOMPSON WATER DISTRICT
MC	MOUNTABLE CURB & GUTTER
MH	MANHOLE
MSE	MECHANICALLY STABILIZED EARTH
P	PAVEMENT
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PCR	POINT OF CURB RETURN
PGL	PROFILE GRADE LINE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
RN	RECORDING NUMBER
S.E.	SANITARY EASEMENT
SEC	SECTION LINE
SL	SANITARY LINE
SS	SANITARY SERVICE
SW	SIDEWALK
SW.E.	SIDEWALK EASEMENT
TB	THRUST BLOCK
TC	TOP OF CURB
T.C.E.	TEMP. CONSTRUCTION EASEMENT
TR.E.	TRANSPORTATION EASEMENT
TS	TOP ELEVATION OF RISER
U.E.	UTILITY EASEMENT
U.G.E	UTILITY & GAS EASEMENT
VC	VERTICAL CURB & GUTTER
W.E.	WATER EASEMENT
WL	WATER LINE
WS	WATER SERVICE
W.S.W.	WATER SURFACE ELEVATION
WV	WATER VALVE

VC	VERTICAL C&G
MC	URBAN MOUNTABLE C&G
DC	MEDIAN C&G

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555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

COLA, LLC / VIEW HOMES
BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO
NOTES

CLIENT

DATE 08-18-2023

1	04-18-2023 1st SUBMITTAL
2	06-23-2023 2nd SUBMITTAL
3	

REVISIONS

DR. WWB CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 2 OF 29

NOT FOR CONSTRUCTION

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

VETERANS PKWY.

OUTLOT A
WQ & DETENTION POND A

OUTLOT GG
20.0 ACRES

WELD COUNTY ZONING
A-AGRICULTURE

DEBRA LYNN GARCIA PROPERTY
RN 36166871

PATRICIA A. JANSMA PROPERTY
RN 4110540

JORGE J. PAEZ-CARRION PROPERTY
RN 4110540

SANDRA M. HEIL-STONER PROPERTY
RN 26950061

TOWN OF JOHNSTOWN
PUD-R

D & B CITO TRUST PROPERTY
RN 3282718

150' WELL TANK SETBACK

EXCRACTION OIL & GAS INC.
OIL & GAS FACILITY
CITE TRUST HC 01–119HN
CITE TRUST HC 01–122HN
CITE TRUST HC 01–159HC
CITE TRUST 1E–10–1N
CITE TRUST 1E–10–2N
CITE TRUST 1E–10–3C
CITE TRUST 1E–10–4N
CITE TRUST 1E–10–5N
CITE TRUST 1E–10–6C
CITE TRUST 1E–10–7N

200' WELL TANK SETBACK

REVERE AT JOHNSTOWN FILING NO. 1

OUTLOT H, OUTLOT F, OUTLOT E, OUTLOT G, OUTLOT J, OUTLOT K, OUTLOT I, OUTLOT B, OUTLOT BB, OUTLOT DD, OUTLOT EE, OUTLOT FF, OUTLOT HH, OUTLOT AA, OUTLOT CC, OUTLOT M, OUTLOT N, OUTLOT C, OUTLOT D, OUTLOT O, OUTLOT S, OUTLOT Y, OUTLOT Z, OUTLOT P, OUTLOT Q, OUTLOT R, OUTLOT V, OUTLOT W, OUTLOT T, OUTLOT X, OUTLOT U
WQ & DETENTION POND B

LARKSPUR DR., SWITCHGRASS AVE., FROSTWEED DR., BLUE ASTER DR., PRAIRIE CLOVER CIR., WILD RYE DR., BLUESTEM AVE., WATERBIRCH AVE., PRAIRIE SAGE AVE., PRAIRIE CONEFLOWER AVE., JUNE GRASS AVE., YELLOW SUNDROP DR., BLAZING STAR DR., DROPSEED ST., PRAIRIE PHLOX AVE., GOLDEN ROD ST., HIGH PLAINS BLVD., RIVER ROCK DR., ONYX PL.

D & B CITO TRUST PROPERTY
RN 3282718

TOWN OF JOHNSTOWN
PUD-R

D & B CITO TRUST PROPERTY
RN 3282718

TOWN OF JOHNSTOWN
RN 2917591

MATCH TO VIEW 1

WYSS ST.

CARLSON FARMS HOMEOWNERS ASSOCIATION
RN 3703920

ROCKSBURY RIDGE HOMEOWNERS ASSOCIATION
RN 2852701

VISTA COMMONS
PUD-MU

ROCKSBURY RIDGE F2
SF-1

MATCH TO MAIN VIEW

TOWN OF JOHNSTOWN
RN 2917591

MASSEY, CECELIA K & ROBERT B PROPERTY
RN 1933321

CARLSON FARMS HOMEOWNERS ASSOCIATION
RN 3703920

GILLIAM DEVELOPMENT CORPORATION
RN 4242738

TEMPLE LN.

BRUNNER BLVD.

PROJECT BENCHMARK:

NGS CONTROL POINT "JOHNSON" BEING A ½" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.

DATUM ELEV. = 5000.64 (NAVD88)

50 0 25 50
SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

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TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES

BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

OVERALL PLAN

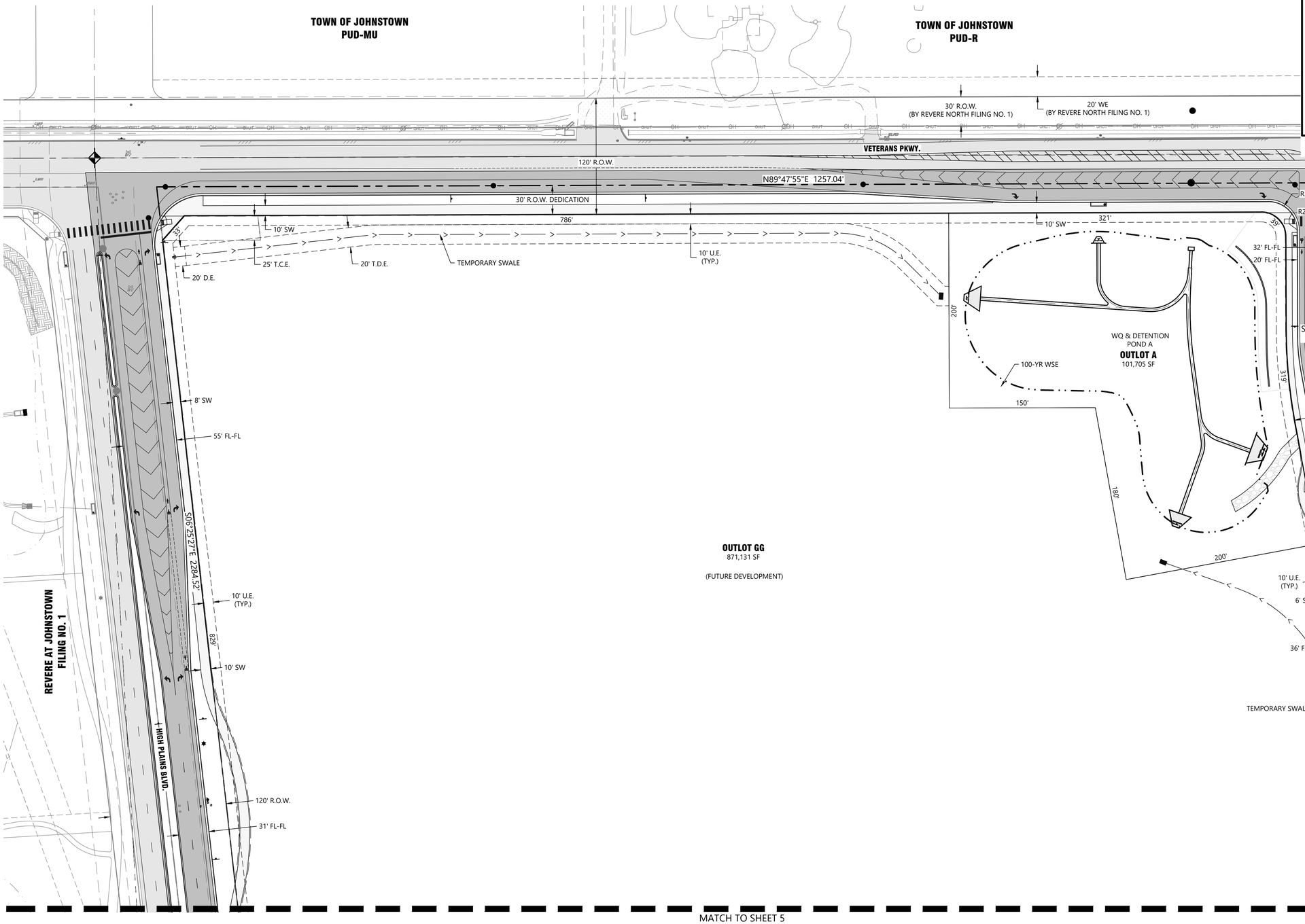
DATE 08-18-2023

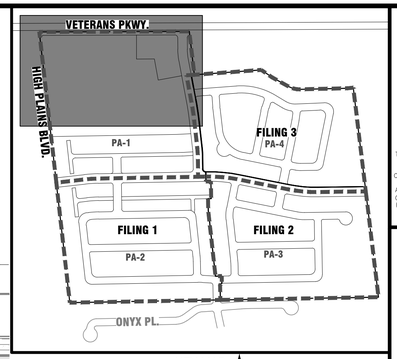
1	04-18-2023 1st SUBMITTAL
2	06-23-2023 2nd SUBMITTAL
3	

REVISIONS

DR. WWB CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 3 OF 29

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO





KEY MAP
1"=600'

50 0 25 50
SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

Item #18.

811
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555 MIDDLE CREEK PKWY, SUITE 500
JOHNSTOWN, CO 80921
TIM BUSCHAR

CLIENT
COLA, LLC / VIEW HOMES
BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO
SITE PLAN

DATE 08-18-2023

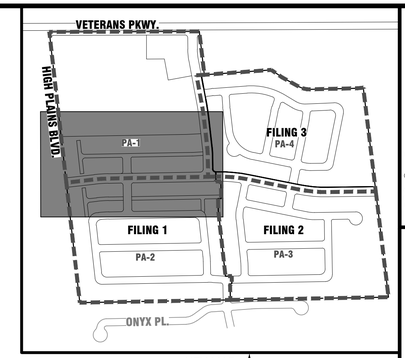
1	04-18-2023 1st SUBMITTAL
2	06-23-2023 2nd SUBMITTAL
3	

REVISIONS

DR. ICA CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 4 OF 29

602

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP
1"=600'

MATCH TO SHEET 4

SCALE
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BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

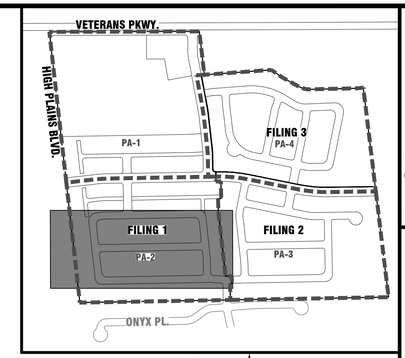
SITE PLAN

DATE
08-18-2023

REVISIONS
1 04-18-2023 1st SUBMITTAL
2 06-23-2023 2nd SUBMITTAL
3

DR. ICA | CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 5 OF 29

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



KEY MAP 1"=600'

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BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO

SITE PLAN

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REVISIONS

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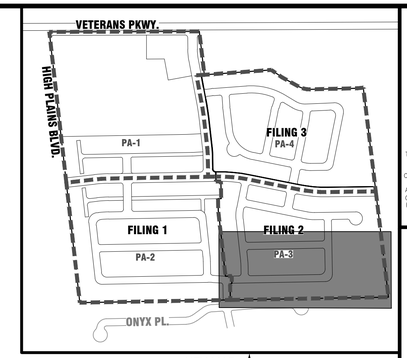
P.M. KRL
JOB 1073-01
SHEET NO. 6 OF 29

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



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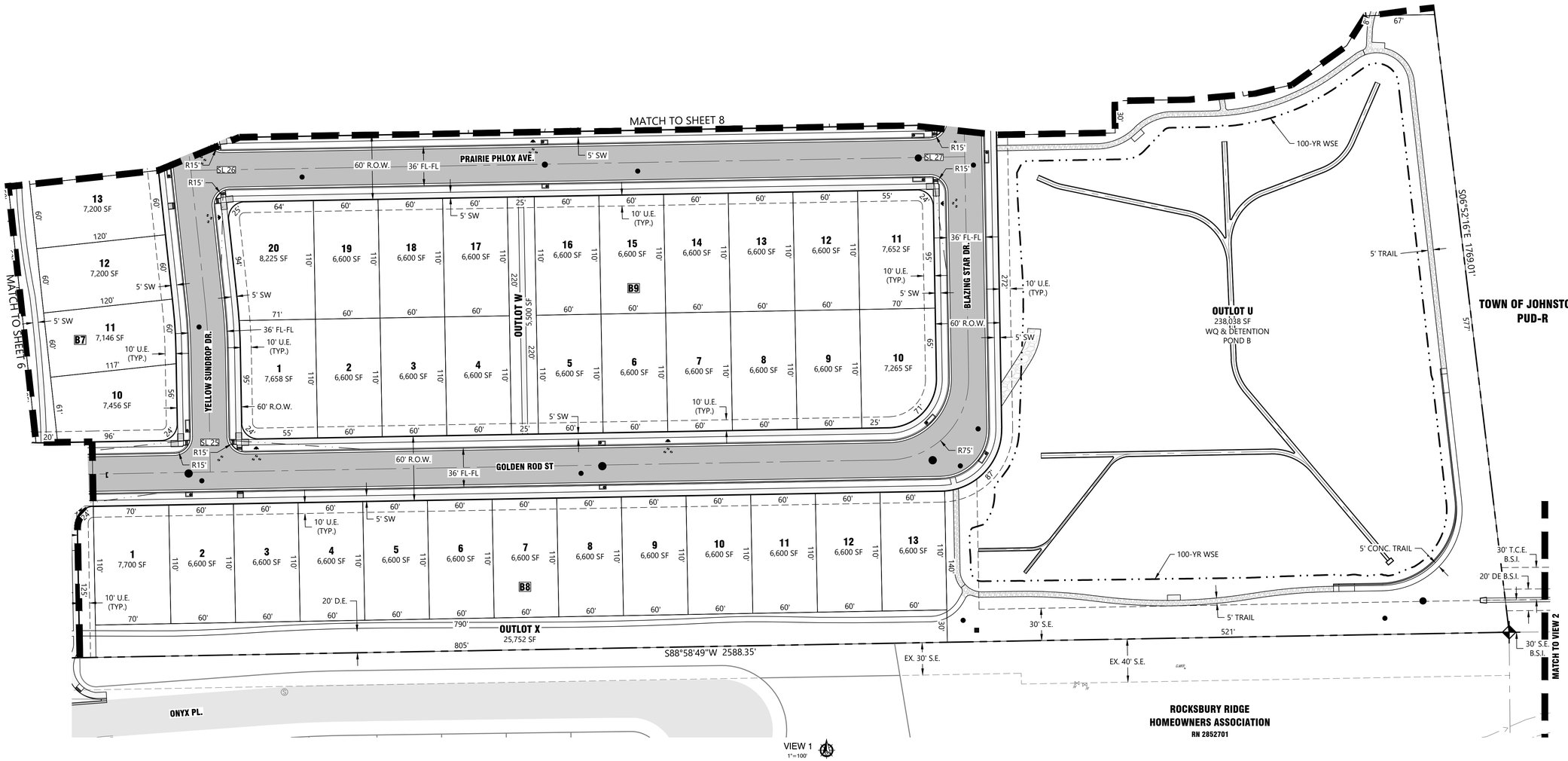
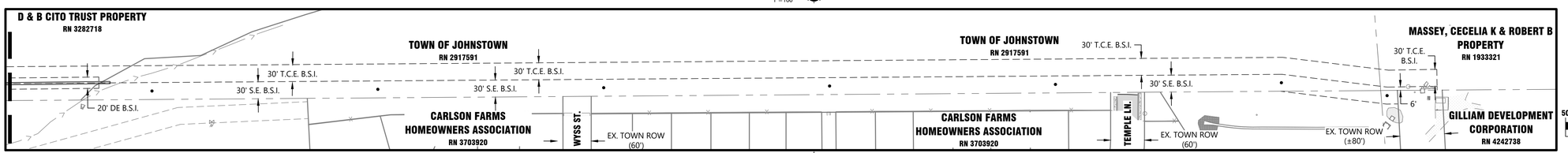


VIEW 1
1"=100'



VIEW 2
1"=100'

MATCH TO VIEW 1

SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

Item #18.

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BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO
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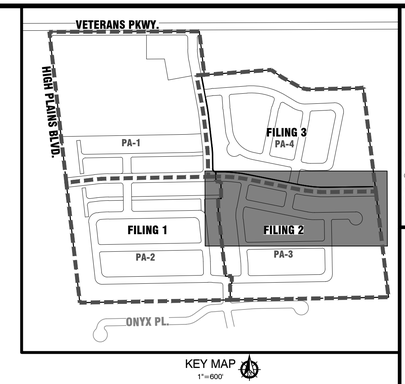
REVISIONS

DR. ICA | CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 7 OF 29

605

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



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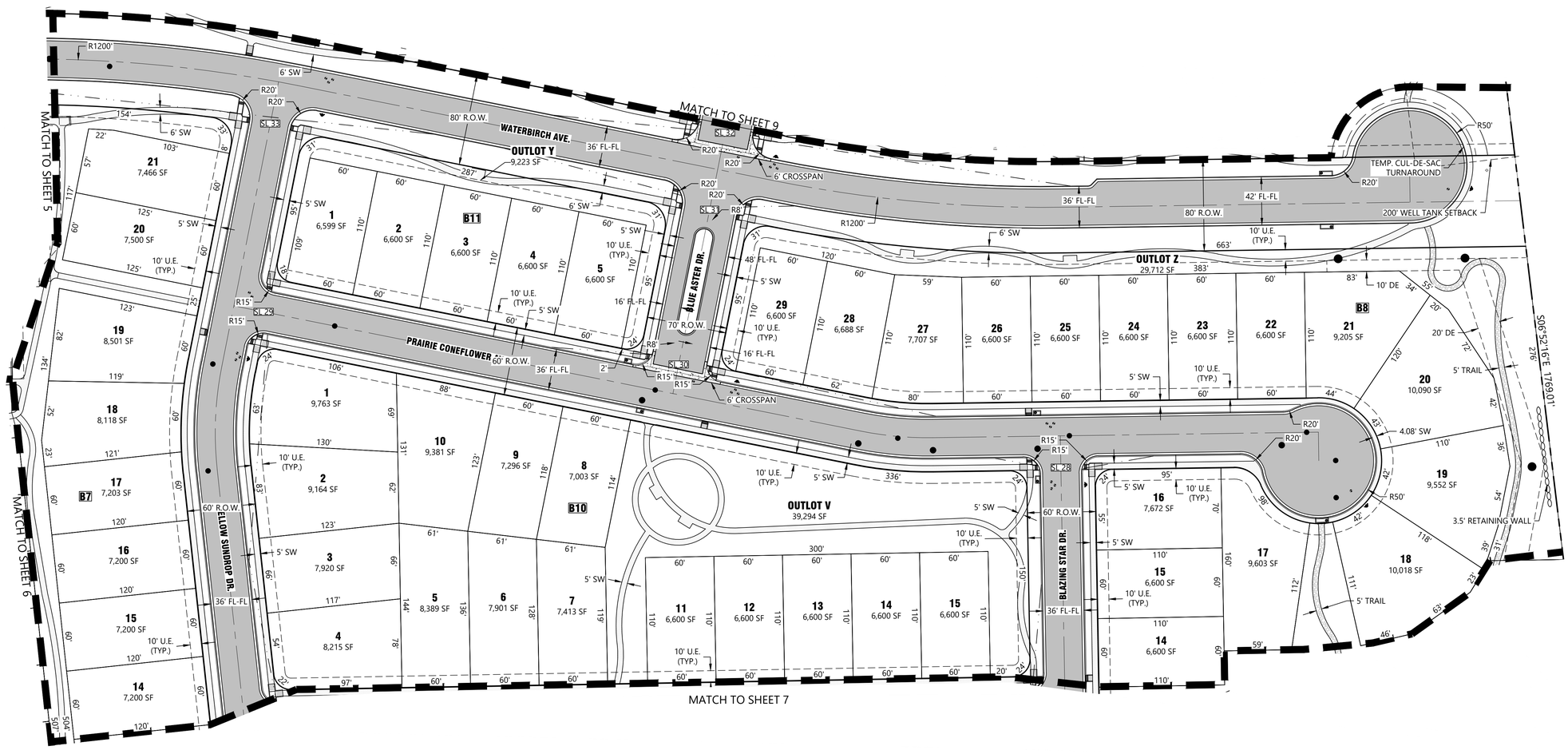

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SCALE
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50 0 25 50

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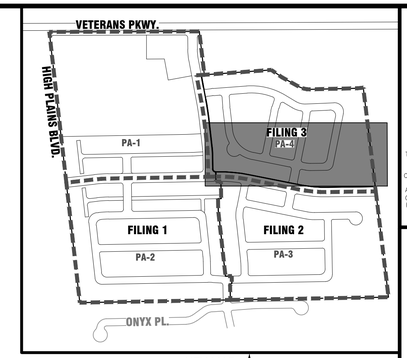
SHEET NO. 8 OF 29

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO



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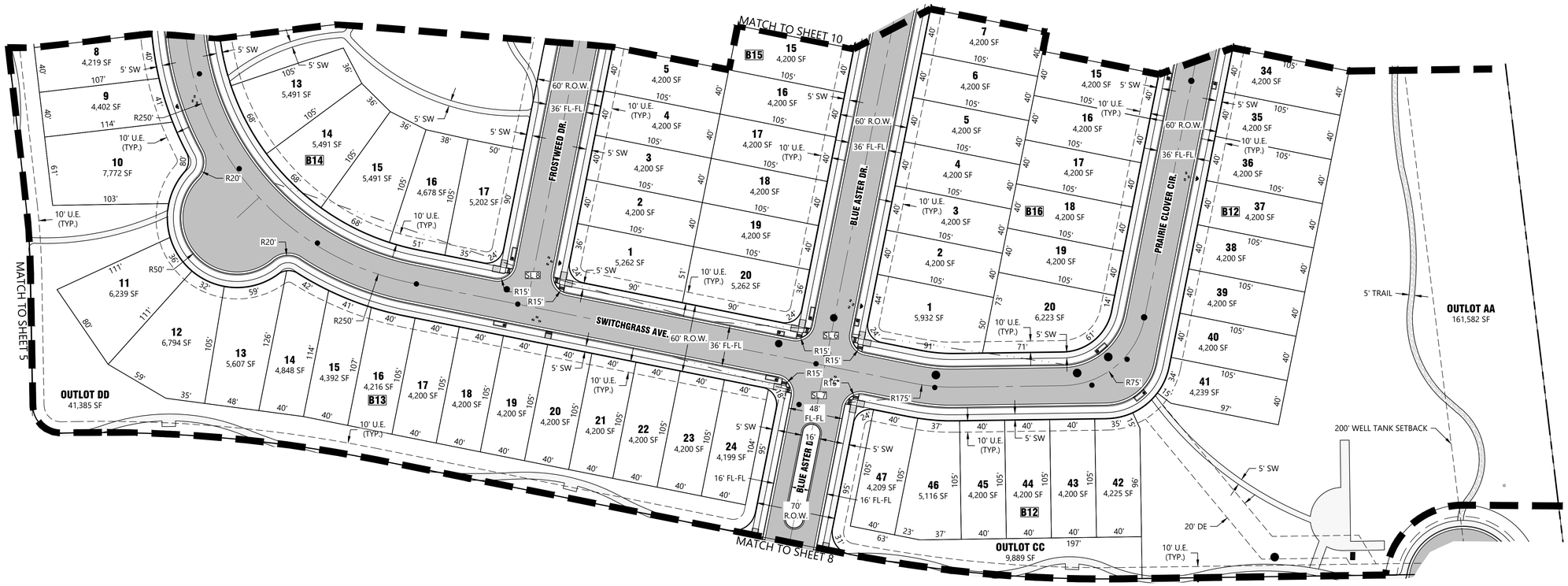

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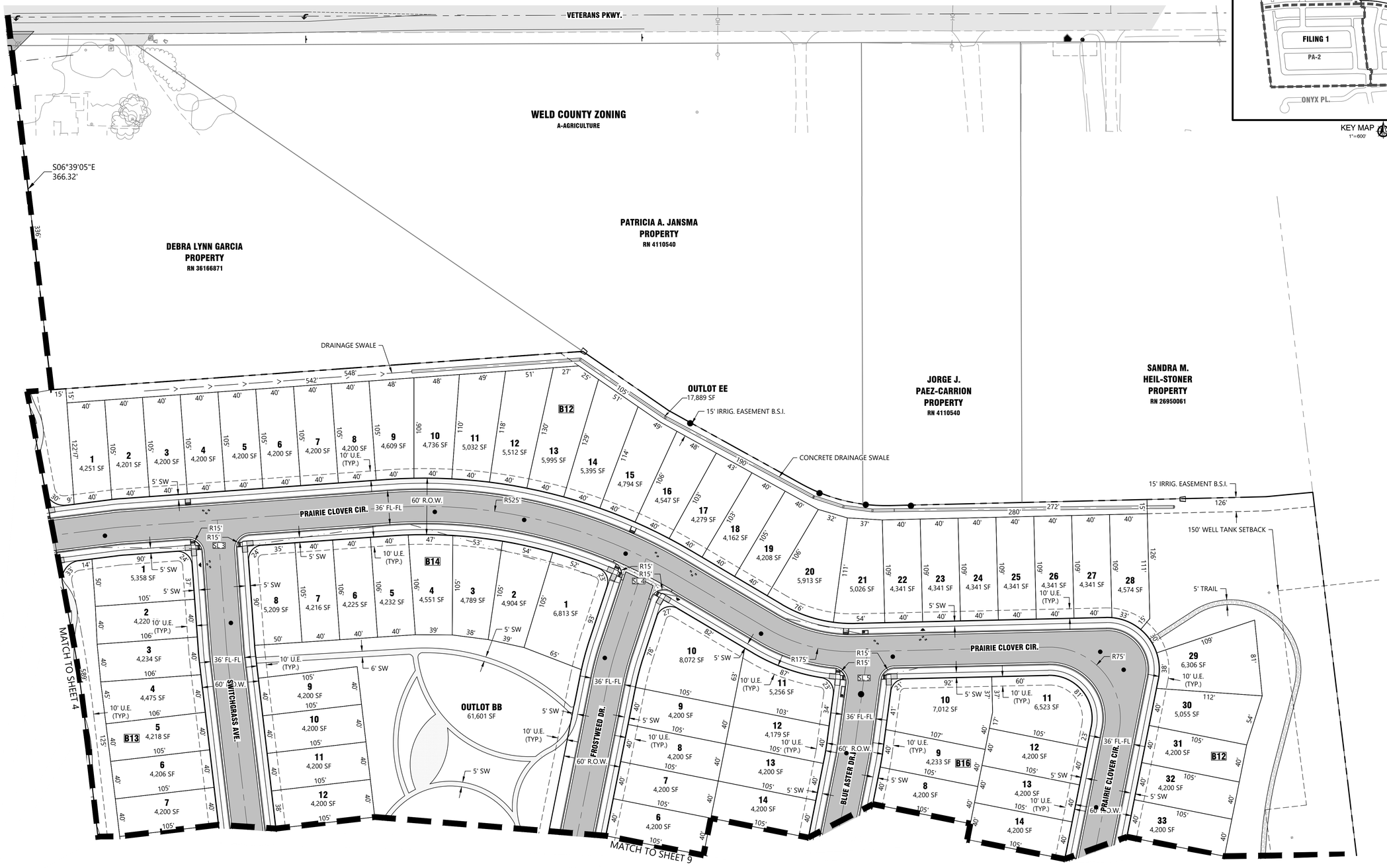
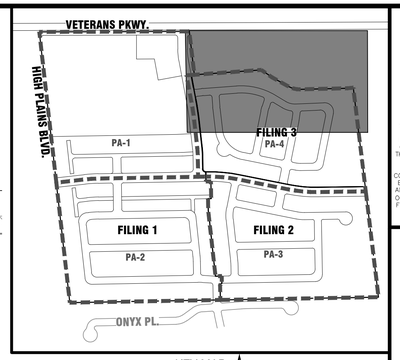
REVISIONS

DR. ICA CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 9 OF 29

607

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO





KEY MAP
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BLUE SKY PRAIRIE
JOHNSTOWN, COLORADO
SITE PLAN

DATE 08-18-2023

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3	

REVISIONS

DR. ICA | CH. KRL
P.M. KRL
JOB 1073-01
SHEET NO. 10 OF 29

50 0 25 50
SCALE
1 inch = 50 ft.

NOT FOR CONSTRUCTION

Item #18.

608

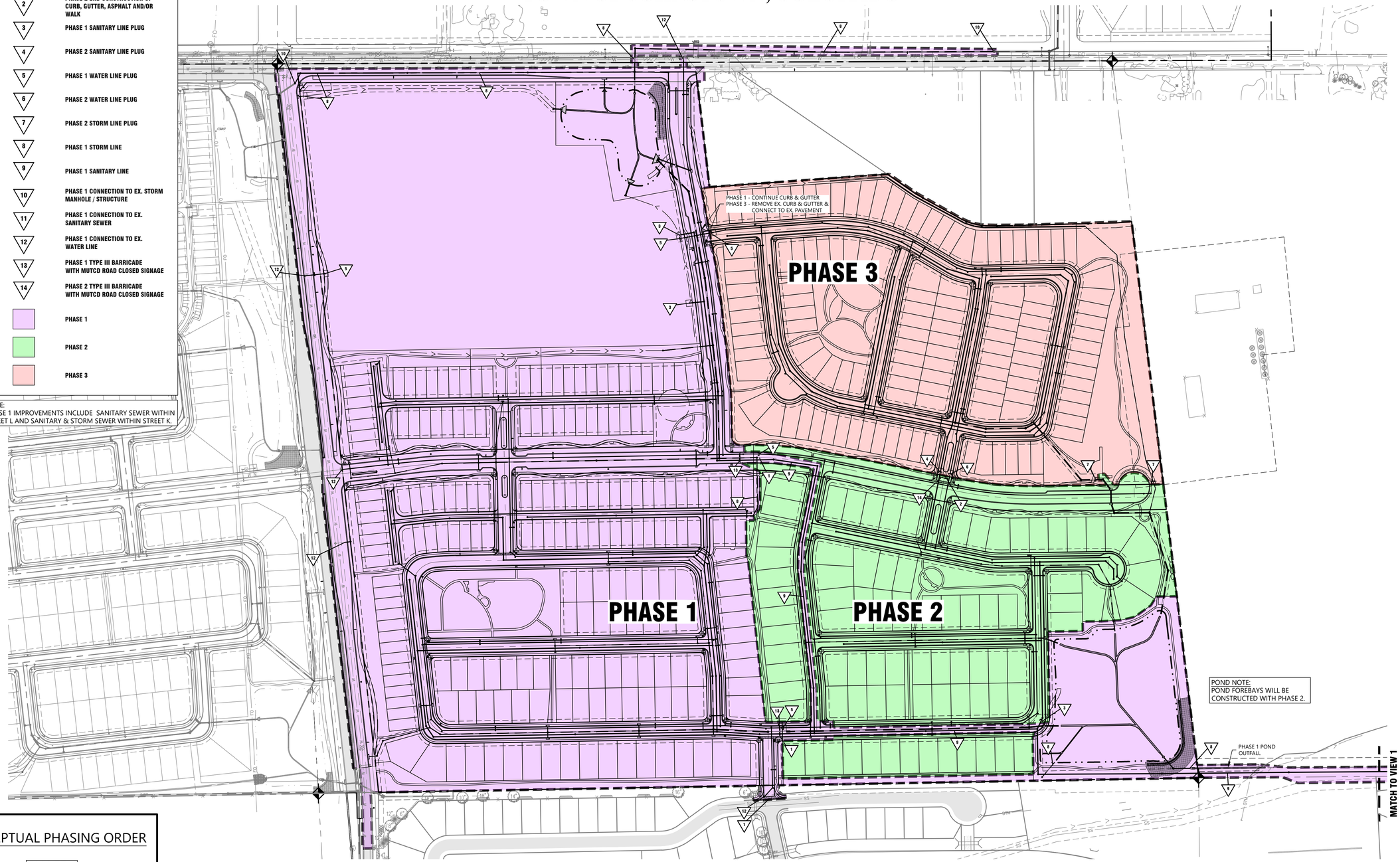
Item #18.

BLUE SKY PRAIRIE
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

PHASING LEGEND

	PHASE LINE
1	PHASE 1 END CONSTRUCTION OF CURB, GUTTER, ASPHALT AND/OR WALK
2	PHASE 2 END CONSTRUCTION OF CURB, GUTTER, ASPHALT AND/OR WALK
3	PHASE 1 SANITARY LINE PLUG
4	PHASE 2 SANITARY LINE PLUG
5	PHASE 1 WATER LINE PLUG
6	PHASE 2 WATER LINE PLUG
7	PHASE 2 STORM LINE PLUG
8	PHASE 1 STORM LINE
9	PHASE 1 SANITARY LINE
10	PHASE 1 CONNECTION TO EX. STORM MANHOLE / STRUCTURE
11	PHASE 1 CONNECTION TO EX. SANITARY SEWER
12	PHASE 1 CONNECTION TO EX. WATER LINE
13	PHASE 1 TYPE III BARRICADE WITH MUTCD ROAD CLOSED SIGNAGE
14	PHASE 2 TYPE III BARRICADE WITH MUTCD ROAD CLOSED SIGNAGE
	PHASE 1
	PHASE 2
	PHASE 3

NOTE:
PHASE 1 IMPROVEMENTS INCLUDE SANITARY SEWER WITHIN STREET L AND SANITARY & STORM SEWER WITHIN STREET K.

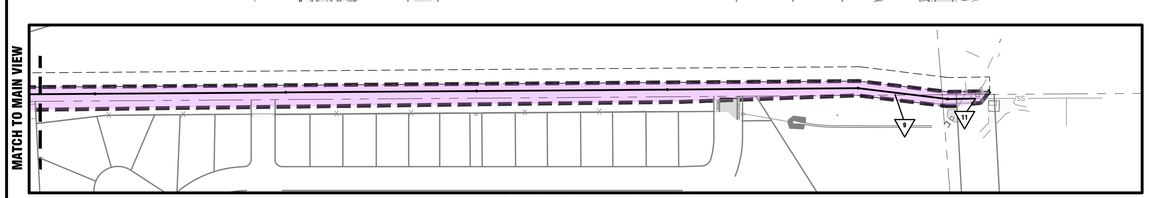


CONCEPTUAL PHASING ORDER

PHASE 1

PHASE 2

PHASE 3



VIEW 1 - OFFSITE SANITARY CONNECTION

PROJECT BENCHMARK:

NGS CONTROL POINT "JOHNSON" BEING A $\frac{1}{2}$" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.

DATUM ELEV. = 5000.64 (NAVD88)

150 0 75 150

SCALE
1 inch = 150 ft.

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PHASING PLAN

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REVISIONS

DR. ICA | CH. KRL
P.M. KRL
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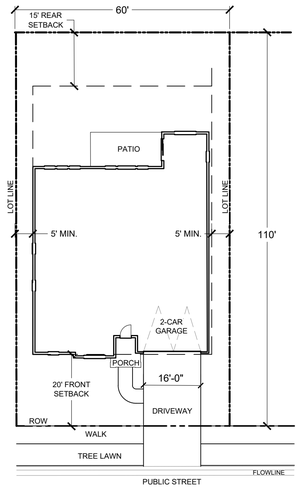
SHEET NO. 11 OF 29

609

BLUE SKY PRAIRIE

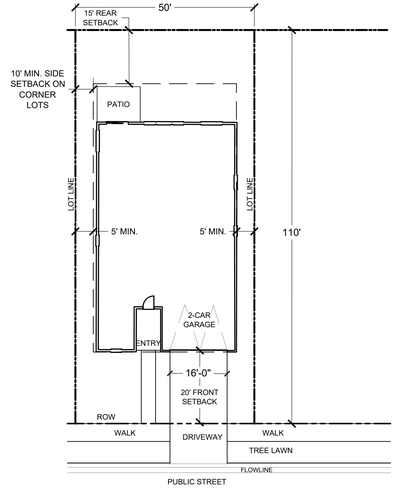
PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



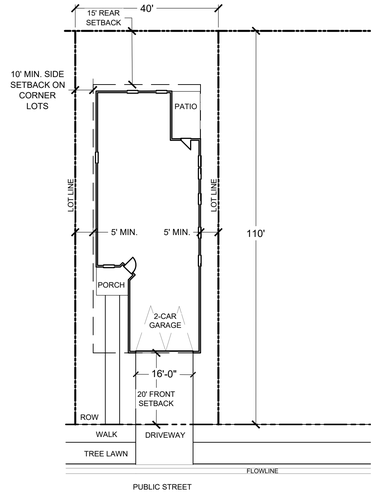
50' SINGLE FAMILY DETACHED

FRONT LOADED 60' LOT TYPE



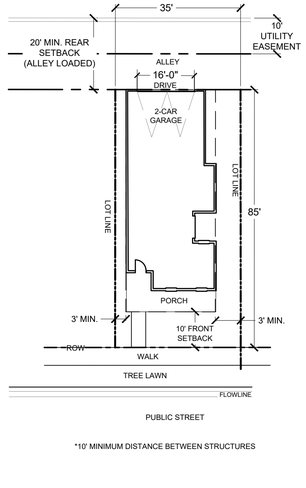
40' SINGLE FAMILY DETACHED

FRONT LOADED 50' LOT TYPE



30' SINGLE FAMILY DETACHED

FRONT LOADED 40' LOT TYPE



*10' MINIMUM DISTANCE BETWEEN STRUCTURES

SINGLE FAMILY DETACHED 'NOOK'

ALLEY LOADED 35' LOT TYPE

LAND USE DEVELOPMENT STANDARDS	
MINIMUM LOT SIZE	**PA-1:** 3,000 SF (Not including Tract 1) **PA-2:** 4,000 SF **PA-3:** 6,500 SF **PA-4:** SFD Fee simple lot 6,500 SF for the first row of homes along the southern property line SFD Fee simple lot internal to PA-4 5,500 SF 3,000 SF for creative development options/alternate building types up to a maximum density of 7 DU/Ac.
BUILDING SETBACKS	
FRONT to face of front-loading Garage	**PA-1, 2, 3, and 4**: 20-feet
FRONT to primary structure or covered porch on side or rear loading garage	**PA-1, 2, 3, and 4**: 10-feet
REAR to property line	**PA-1**: 10-feet **PA-2, 3, and 4:** 15- feet **PA- 4:** 20-feet adjacent to Rocksbury Ridge
REAR From alley to garage minimum	**PA-1 and 4**: 5-feet **PA- 3, and 4:** NA Building garage setback from alley or private drive shall be setback less than 7-feet or 20-feet or greater
SIDE Interior lot line SFD	**PA-1 and 4:** 3-feet **PA 2 and 3:** 5-feet
CORNER SIDE from alley or ROW	**PA-1, 2, 3, and 4:** 10-feet
SIDE to face of side loading garage	**PA-1, 2, 3, and 4:** 20-feet
ACCESSORY USES AND DWELLING UNITS	Per the Johnstown Municipal Code
MAXIMUM BUILDING HEIGHT	35-feet
PARKING	Per the Johnstown Municipal Code

LAND USE DEVELOPMENT STANDARDS

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COLA — Colorado Land Acquisition

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REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
LOT TYPICALS & DEVELOPMENT STANDARDS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
12 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

PARKS AND OPEN SPACE

- TOTAL SITE AREA: 121.16 Acres
  -19.998 Acres (Tract 1 – Future Development) –
  - 2.335 Acres (Outlot A) – Detention Pond
- NET SITE AREA: 98.827 Acres

COMMON AND PUBLIC OPEN SPACE DATA			
	OPEN SPACE (20% of total)	PARK SPACE (10% of total)	USABLE OPEN SPACE + PARK (30% of total)
REQUIRED	19.76	9.89	29.65
PROVIDED	19.17	9.89	29.06

Notes:

1. Tract 1 shall provide 30% open space area.
2. All Public and Common Open Space dedications shall occur at the time of Final Plat. The dedications shall be on a community-wide basis. However, each Final Plat does not need to stand alone in meeting open space and park land dedication. Public and Common Open Space dedication shall be defined for each application, whether it be within the application or satisfied by previous applications or future applications. A tracking table of Public and Common Open Space shall be provided with each Final Plat/Final Development Plan application.
3. The .59 acres of open space shortage shall be met by providing additional amenities in the parks. The extra amenities shall be indicated at the time of Final Plat/Final Development Plan.
4. Park credit may extend to the top back of curb for the streets adjacent to the parks as the walks will meander away from the street and through the parks.
5. Open space credit is to include the enhanced landscape areas from within the right-of-way from the back of curb to the lot lines along Waterbirch Avenue, High Plains Boulevard and Collector Street A. Enhancements along these streets include:
   a. Alley-loaded homes facing a portion of both High Plains Boulevard and Waterbirch Avenue creating a pleasing and engaging streetscape.
   b. Meandering 10-walk along High Plains Estates Boulevard and a 6-foot walk along Waterbirch Avenue are provided with seat nodes and enhanced landscaping creating a significant streetscape image that is comfortable for the user.
   c. Portions of Waterbirch Avenue are adjacent to park space where the walk can meander further into the open area creating a more open feel along the streetscape.
   d. The entries into the neighborhood from High Plains Boulevard and Veterans Parkway will have a median with signage and landscaping announcing arrival to the neighborhood and create the start of the significant streetscape image.

OUTLOT	ACREAGE	OWNERSHIP	MAINTENACE	USE	OS CREDIT ACREAGE	PARK CREDIT ACREAGE
A	2.335	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	FUTURE OPEN SPACE/DETENTION	0	0
B	1.122	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
C	0.386	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
D	0.59	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
E	0.466	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.466
F	0.586	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.586	0
G	0.686	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.686	0
H	0.204	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.204	0
I	0.487	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.487	0
J	0.525	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.525
K	0.422	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.422	0
M	0.234	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.234	0
N	0.375	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.375	0
O	0.031	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.031	0
P	1.067	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.067	0
Q	2.079	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	2.079
R	0.100	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.1	0
S	0.768	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.768	0
T	1.051	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.051	0
U	5.465	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE /TRAIL/DETENTION	5.465	0
V	0.902	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.902
W	0.126	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.126	0
X	0.591	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / DETENTION/SS	0.591	0
Y	0.212	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/TRAIL/SS	0.212	0
Z	0.682	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.682	0
AA	3.709	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	3.709
BB	1.414	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	1.414
CC	0.227	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPENSPACE/LANDSCAPE	0.227	0
DD	0.950	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.950	0
EE	0.411	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.411	0
FF	0.327	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE/DRAINAGE	0.327	0
CURBSIDE LANDSCAPE ADJACENT TO PARKS AND OPEN SPACE	4.965	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	4.17	0.795
TOTALS					19.17	9.89

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REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
COMMON & PUBLIC OPEN SPACE PLAN

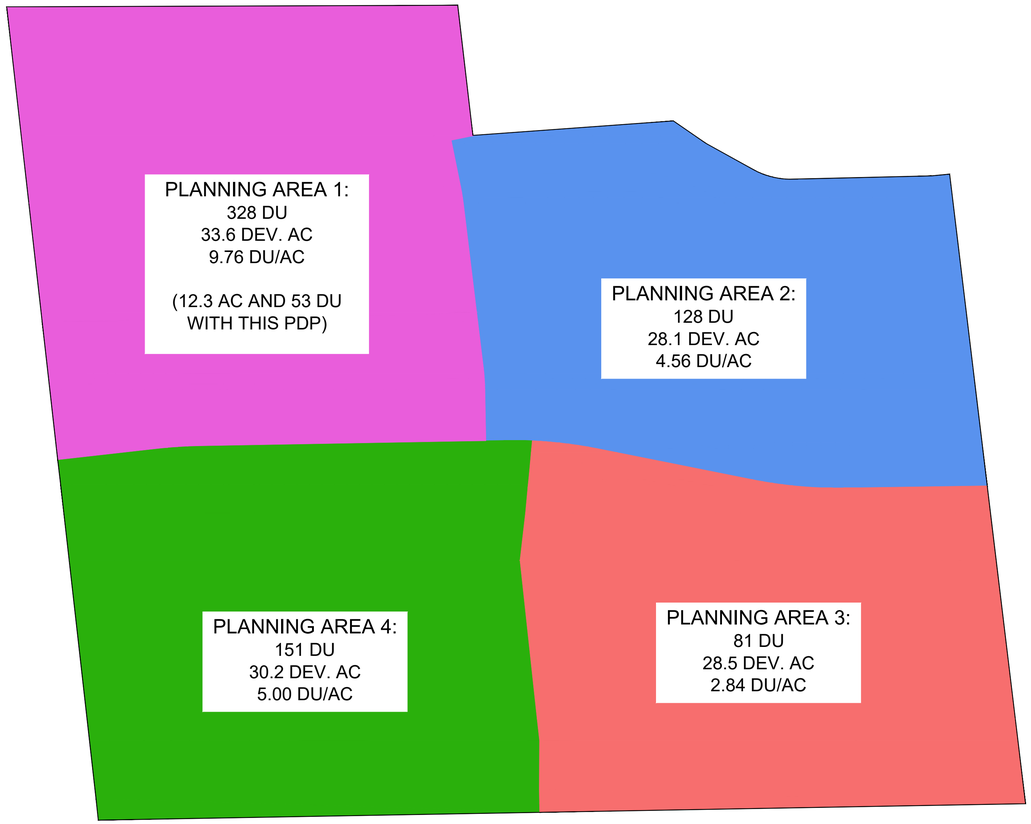
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
13 of 29

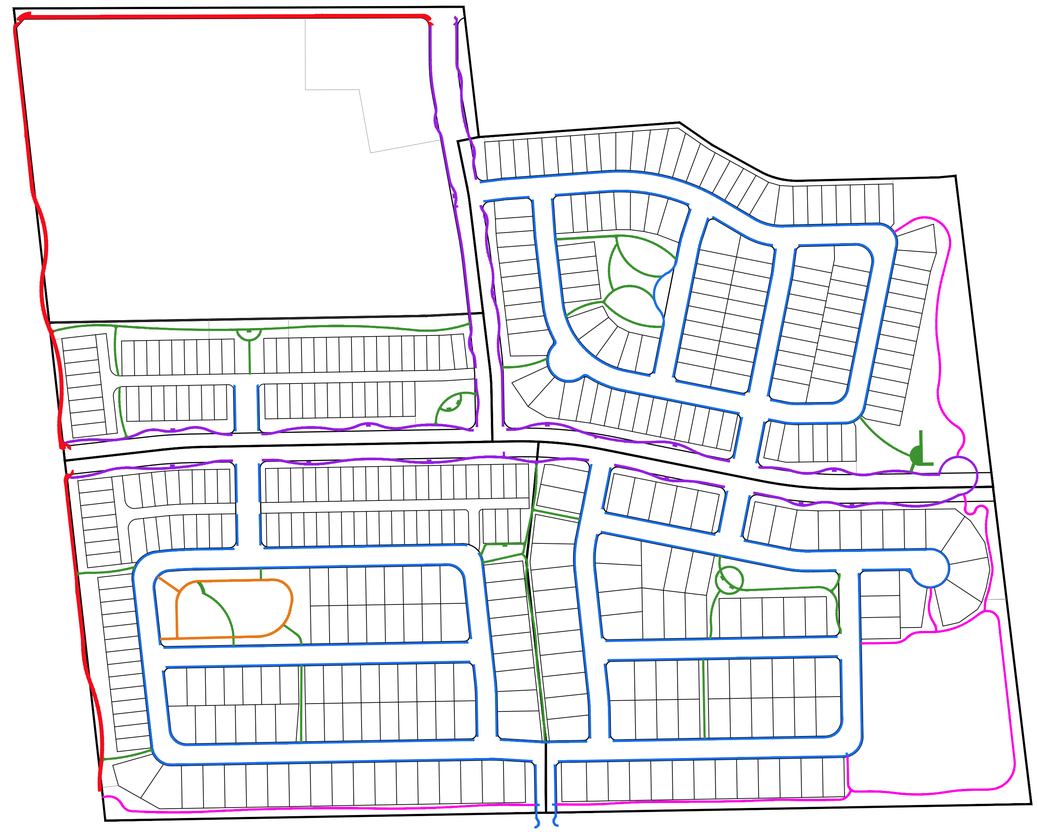
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



PLANNING AREAS
SCALE: 1" = 200'-0"



PEDESTRIAN CIRCULATION PLAN
SCALE: 1" = 200'-0"

LEGEND

- 10' REGIONAL TRAIL
- 6' DETACHED SIDEWALK
- 5' DETACHED SIDEWALK
- 6' TRAIL WITHIN TRACT AREA
- 5' TRAIL WITHIN TRACT AREA
- 5' CRUSHER FINE TRAIL

NORTH

0' 200' 400'
SCALE: 1" = 200'

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3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PLANNING AREAS & PEDESTRIAN CIRCULATION PLAN

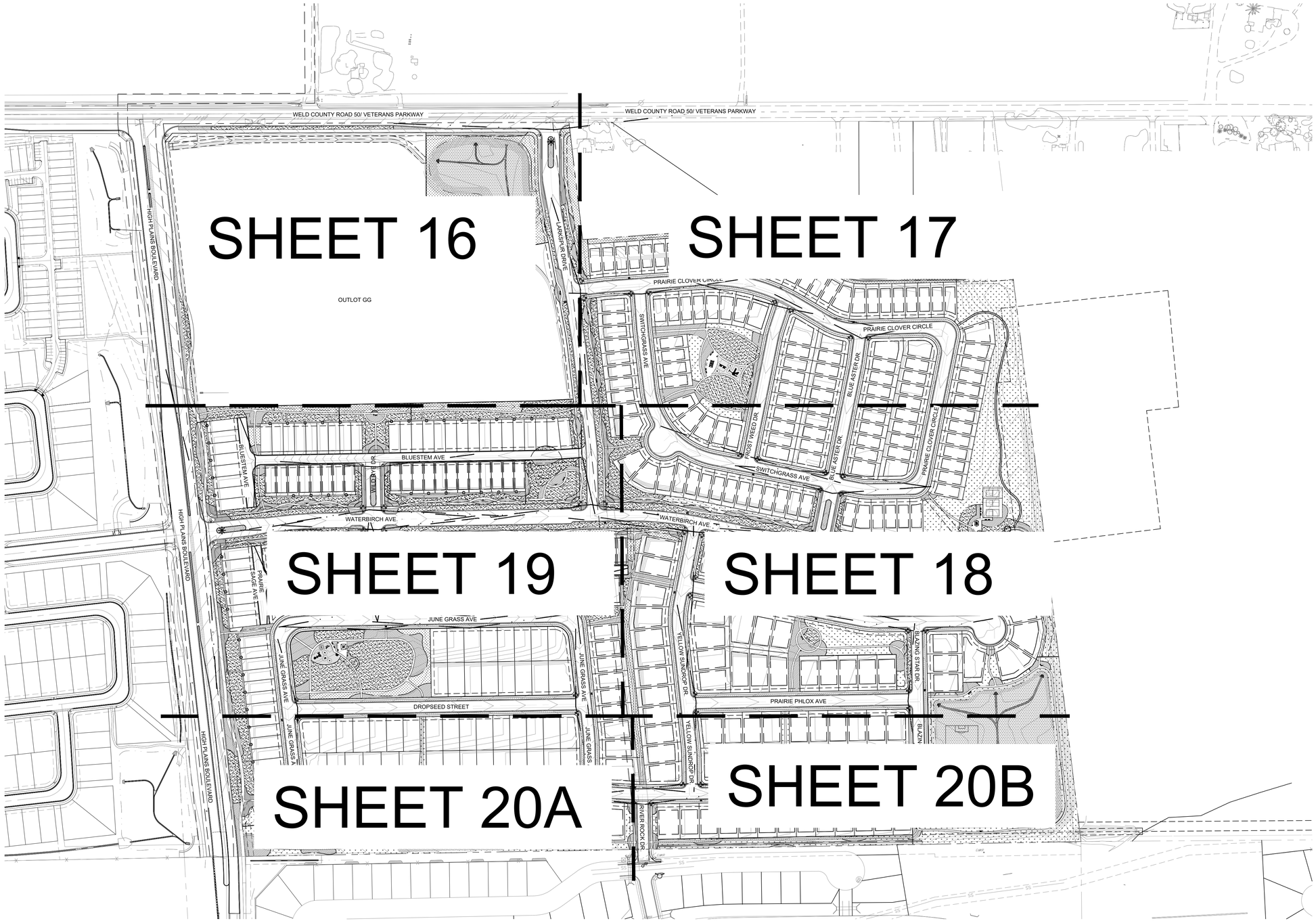
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
14 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



OVERALL LANDSCAPE SITE PLAN
SCALE: 1" = 120'-0"

NORTH

0' 120' 240'
SCALE: 1" = 120'

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2023-08-18	3rd PDP SUBMITTAL

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
OVERALL LANDSCAPE PLAN

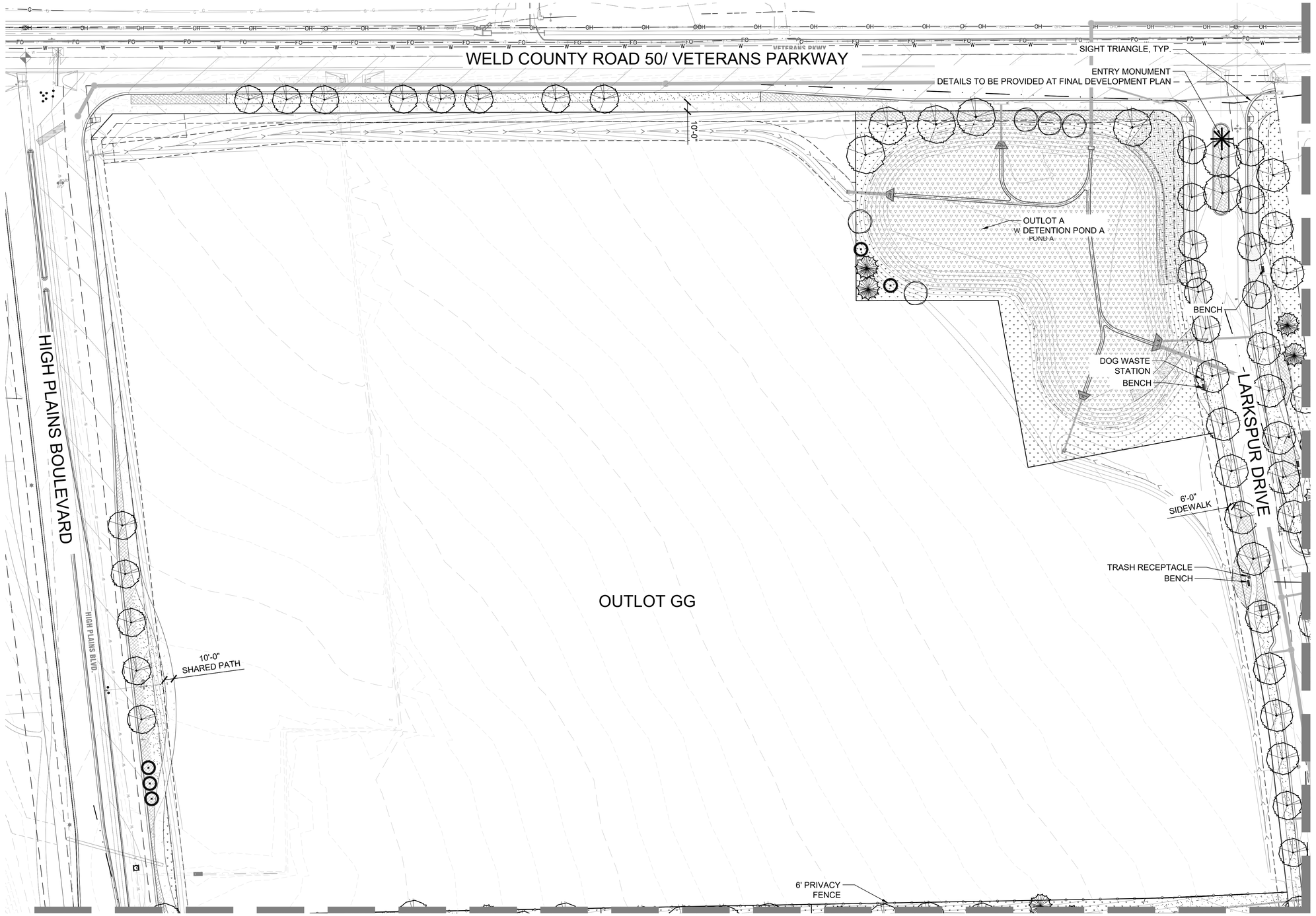
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
15 of 29

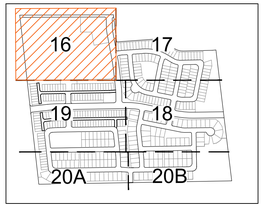
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



LANDSCAPE PLAN
SCALE: 1" = 50'-0"



KEY MAP
SCALE: NTS

NOTES:

1. SIGHT DISTANCE TRIANGLE SHALL BE PROVIDED PER LCUASS FIG. 7-16.
2. SIGHT TRIANGLE MUST FALL WITHIN PUBLIC ROW, OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN (SHOWN ON PLAT, OR IF NOT THEN BY SEPARATE DOCUMENT).
3. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED ON A CASE BY CASE BASIS WITHIN SIGHT TRIANGLE, BUT SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.
4. NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
5. NO TREES OR SHRUBS SHALL BE PLANTED OVER OR WITHIN 5' OF ANY WET UTILITY LINES.
6. NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS OF ANY DRAINAGE SWALE OR CHANNEL, NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS
- LOW GROW NATIVE SEED MIX
- SOD
- CEDAR MULCH
- 1 1/2" RIVER ROCK MULCH, GRAY & TAN BLEND
- CONCRETE WALK
- STABILZED CRUSHER FINES - GRAY BREEZE
- GRAVEL PATH
- 2"-4" COBBLE STONE
- ENGINEERED WOOD FIBER
- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE

NORTH

0' 50' 100'
SCALE: 1" = 50'

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
16 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

WELD COUNTY ROAD 50/ VETERANS PARKWAY

TERANS PKWY.

WELD COUNTY ZONING
A-AGRICULTURE

DEBRA LYNN GARCIA PROPERTY
RN 36166871

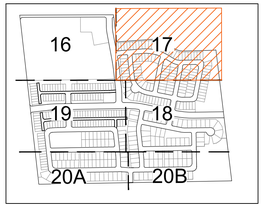
PATRICIA A. JANSMA PROPERTY
RN 4110540

JORGE J. PAEZ-CARRION PROPERTY
RN 4110540

SANDRA M. HEIL-STONER PROPERTY
RN 26950061

OUTLOT FF
5' PRIVACY FENCE
42" OPEN RAIL FENCE
STREET TREES ARE UNABLE TO BE IN TREE LAWN DUE TO SIGHT VISIBILITY RESTRICTIONS TYP.
OUTLOT EE
OUTLOT AA
PRAIRIE CLOVER CIRCLE
SIGHT TRIANGLE, TYP.
SWITCHGRASS AVE
5' PRIVACY FENCE
6' SIDEWALK
OUTLOT DD
OUTLOT BB
REFER HARDSCAPE PLAN FOR ALL SITE AMENITY LABELS, TYP. (A 21)
BLUE ASTER DR.
STREET D
B12 B13 B14 B15 B16

LANDSCAPE PLAN
SCALE: 1" = 50'-0"



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- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE

NORTH

0' 50' 100'
SCALE: 1" = 50'

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

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REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
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3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY LANDSCAPE PLAN

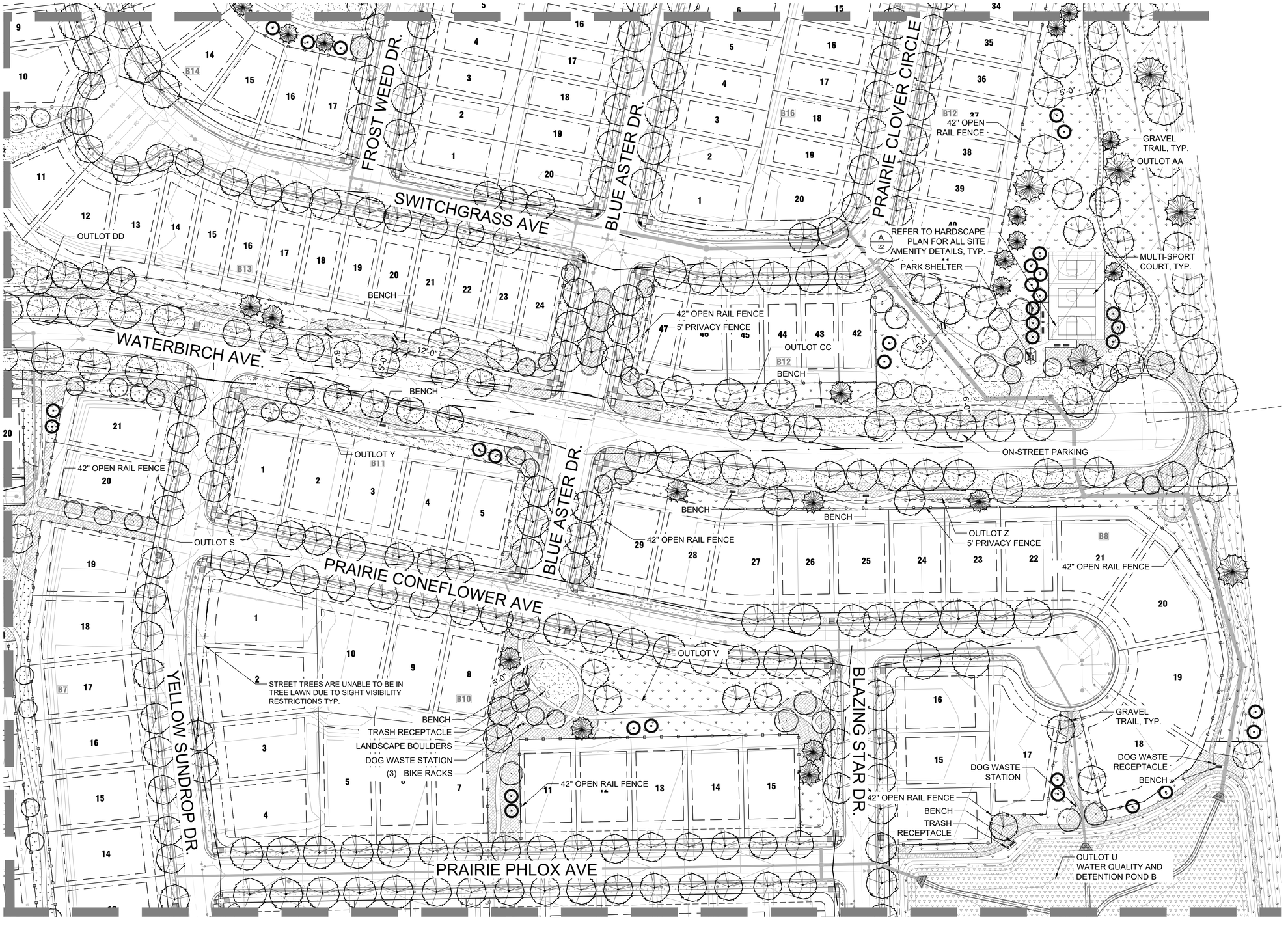
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
17 of 29

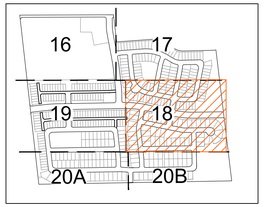
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



LANDSCAPE PLAN
SCALE: 1" = 50'-0"



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0' 50' 100'
SCALE: 1" = 50'

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY LANDSCAPE PLAN

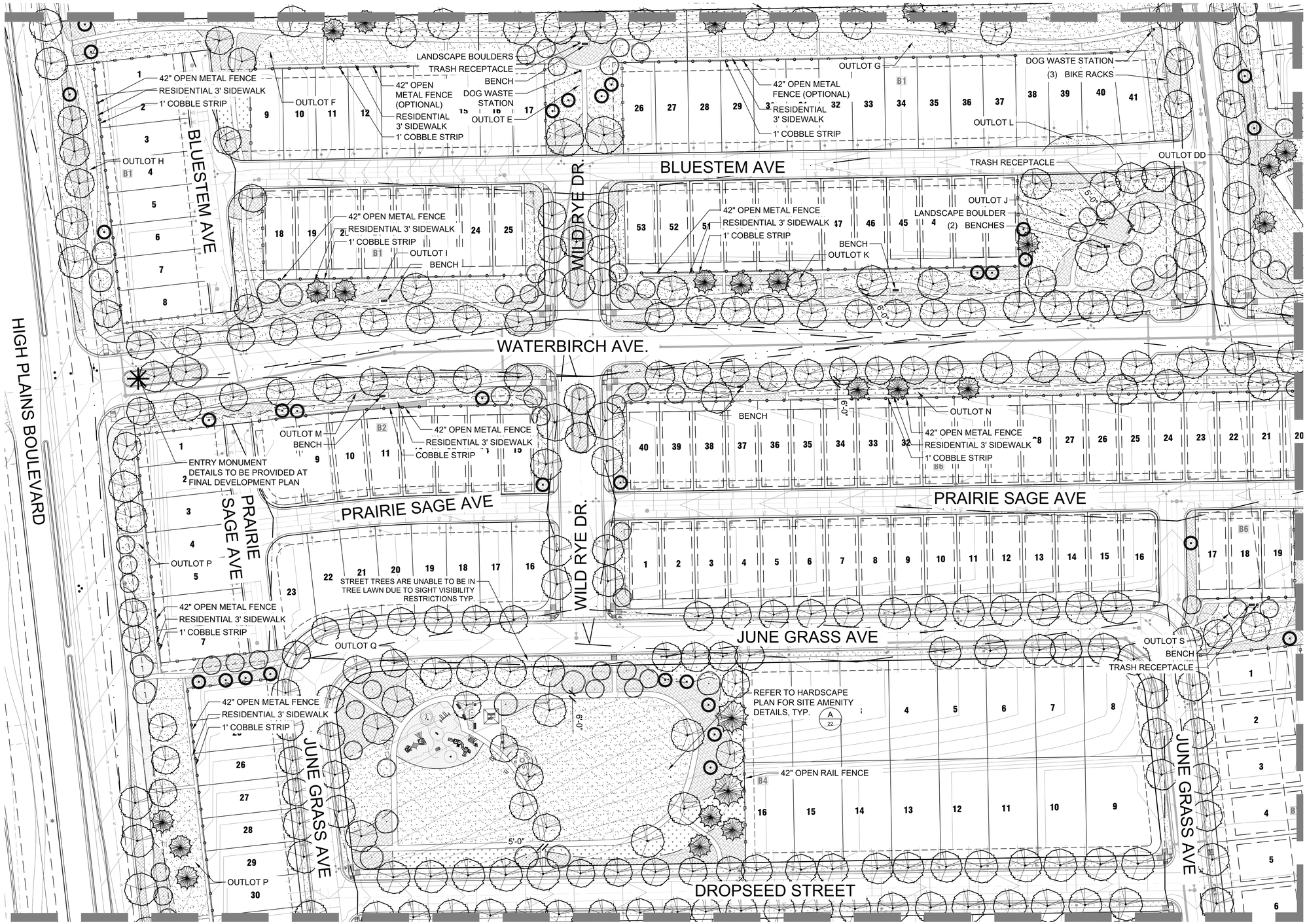
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
18 of 29

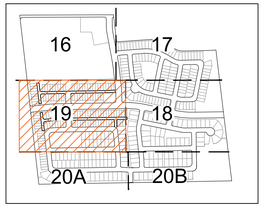
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



LANDSCAPE PLAN
SCALE: 1" = 50'-0"



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0' 50' 100'
SCALE: 1" = 50'

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY LANDSCAPE PLAN

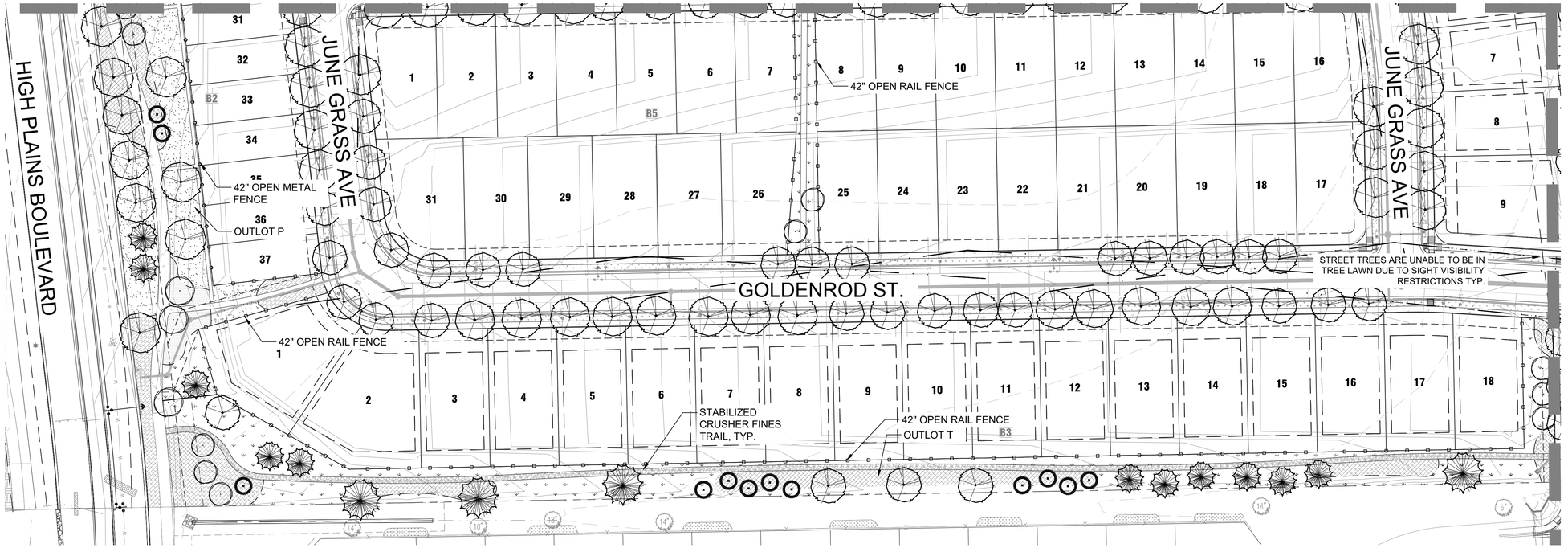
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
19 of 29

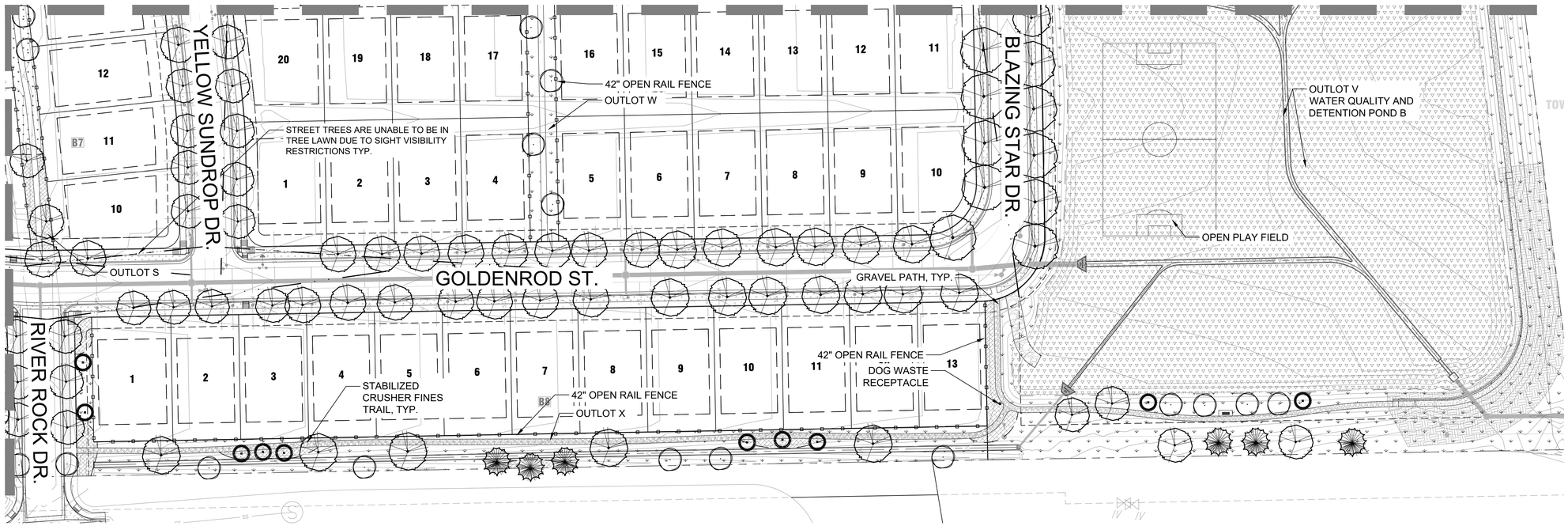
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

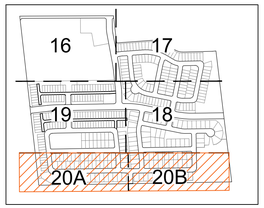
TOWN OF JOHNSTOWN, COLORADO



A LANDSCAPE PLAN
SCALE: 1" = 50'-0"



B LANDSCAPE PLAN
SCALE: 1" = 50'-0"



KEY MAP
SCALE: NTS

NOTES:

1. SIGHT DISTANCE TRIANGLE SHALL BE PROVIDED PER LCUASS FIG. 7-16.
2. SIGHT TRIANGLE MUST FALL WITHIN PUBLIC ROW, OR A DEDICATED SIGHT TRIANGLE EASEMENT MUST BE PROVIDED TO THE TOWN (SHOWN ON PLAT, OR IF NOT THEN BY SEPARATE DOCUMENT).
3. EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLE. DECIDUOUS TREES MAY BE ALLOWED ON A CASE BY CASE BASIS WITHIN SIGHT TRIANGLE, BUT SHALL BE MAINTAINED SUCH THAT LOWEST CANOPY IS 7 FEET MINIMUM ABOVE ADJACENT GRADE.
4. NO SHRUBS AND/OR OTHER PLANTINGS THAT WILL (OR MAY) ATTAIN A HEIGHT GREATER THAN 24" SHALL BE PLACED WITHIN SIGHT TRIANGLE.
5. NO TREES OR SHRUBS SHALL BE PLANTED OVER OR WITHIN 5' OF ANY WET UTILITY LINES.
6. NO TREES OR SHRUBS MAY BE LOCATED WITHIN THE 100-YR EVENT FLOW LIMITS OF ANY DRAINAGE SWALE OR CHANNEL, NOR WITHIN THE 100-YR WATER SURFACE LIMITS OF ANY STORM WATER DETENTION FACILITIES.

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS
- LOW GROW NATIVE SEED MIX
- SOD
- CEDAR MULCH
- 1 1/2" RIVER ROCK MULCH, GRAY & TAN BLEND
- CONCRETE WALK
- STABILZED CRUSHER FINES - GRAY BREEZE
- GRAVEL PATH
- 2"-4" COBBLE STONE
- ENGINEERED WOOD FIBER
- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE

NORTH

0' 50' 100'
SCALE: 1" = 50'

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1st PDP SUBMITTAL	2023-04-18
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3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY LANDSCAPE PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
20 of 29

BLUE SKY PRAIRIE

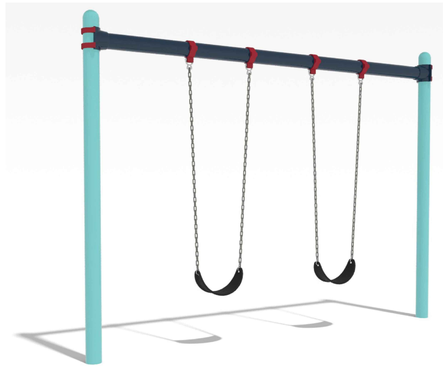
PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

B DOUBLE BOBBLE RIDER
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: DOUBLE BOBBLE RIDER; MODEL # 164075

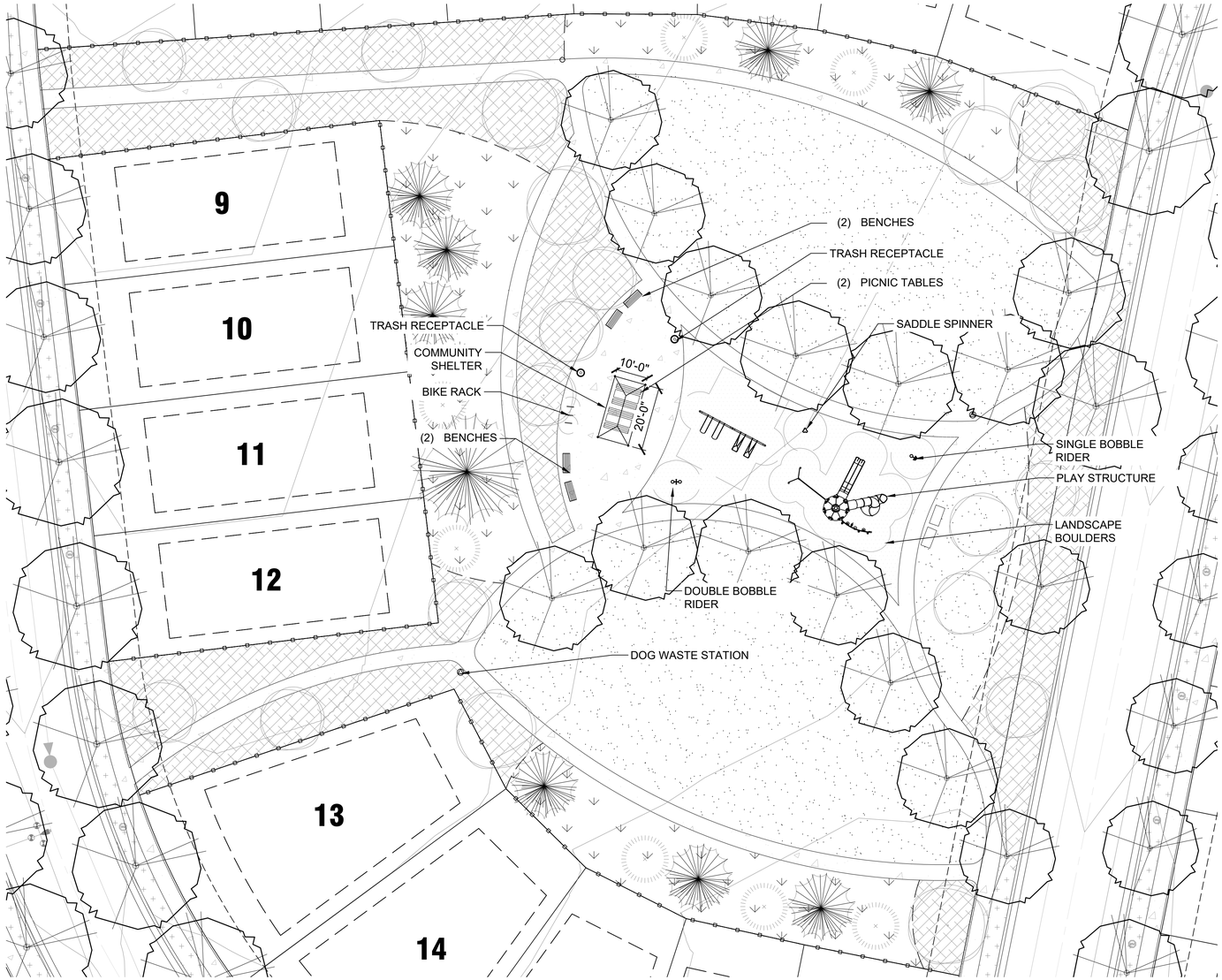
C SADDLE SPINNER
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: SADDLE SPINNER; MODEL # 1152179

D SUPER NETPLEX 12
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: SUPER NETPLEX 12'; MODEL # 254626



E SWING SET
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: SINGLE POST SWING FRAME; MODEL # 177332

KEY MAP
SCALE: NTS



A HARDSCAPE PLAN
SCALE: 1" = 20'-0"

F BOBBLE SPRING RIDER
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: BOBBLE RIDER, SINGLE; MODEL # 164074

G COMMUNITY SHELTER
MANUFACTURER: POLIGON; PRODUCT: MARQUEE; MODEL # MAR-14X24

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS
- LOW GROW NATIVE SEED MIX
- SOD
- CEDAR MULCH
- 1 1/2" RIVER ROCK MULCH, GRAY & TAN BLEND
- CONCRETE WALK
- STABILZED CRUSHER FINES - GRAY BREEZE
- GRAVEL PATH
- 2"-4" COBBLE STONE
- ENGINEERED WOOD FIBER
- (PERFORATED) STEEL EDGER
- FIRE HYDRANT
- DOG WASTE STATION
- RETAINING WALL
- PROPERTY LINE
- RIGHT OF WAY
- PROPOSED CONTOUR
- EXISTING CONTOUR
- SIGHT TRIANGLE

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
HARDSCAPE PLAN & PARK DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
21 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

B MULTI-SPORT COURT- OPTION FOR THREE PICKLEBALL COURTS OR ONE FULL SIZE BASKETBALL COURT

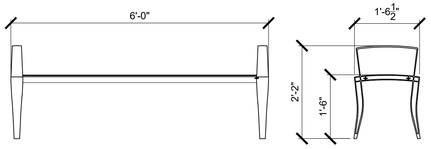
MANUFACTURER: TO BE CONSTRUCTED BY DEVELOPER.
DETAILS TO BE PROVIDED AT FINAL DEVELOPMENT PLAN

C MULTI-SPORT FENCE AND CLOSED MESH WIND SCREEN

MANUFACTURER: NATIONAL SPORTS PRODUCTS; PRODUCT: DOUGLAS POLYPRO PLUS PREMIUM OR EQUAL; MODEL # 21650Z

D DOUBLE BOBBLE RIDER

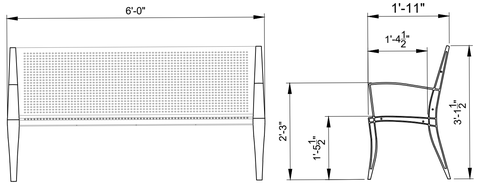
MANUFACTURER: POLIGON; PRODUCT: TIARA; MODEL # TIA-20x29



E BACKLESS BENCH

SCALE: 1/2"=1'-0"

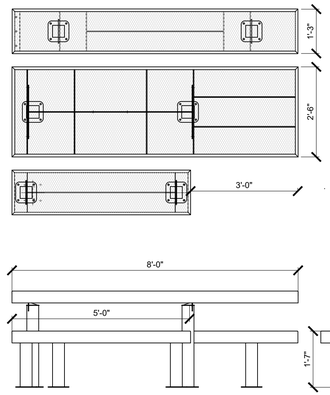
MODEL: WABASH VALLEY; DEWART COLLECTION 6 FT OUTDOOR BENCH WITHOUT BACK, WITH ARMS, SLAT PATTERN, SURFACE MOUNT; COLOR: BLACK



F BENCH

SCALE: 1/2"=1'-0"

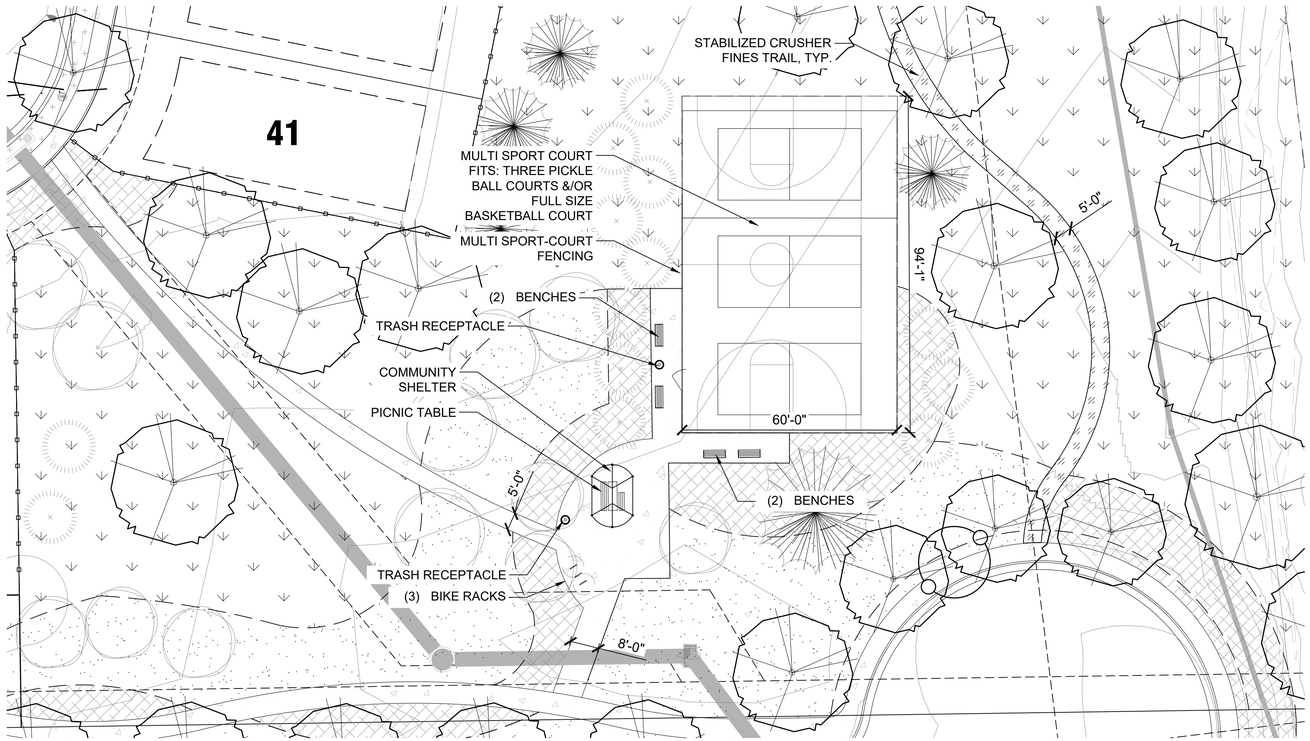
MODEL: WABASH VALLEY; DEWART COLLECTION 6 FT OUTDOOR BENCH WITH BACK & ARMS, SLAT PATTERN, SURFACE MOUNT; COLOR: BLACK



G PICNIC TABLE_ADA

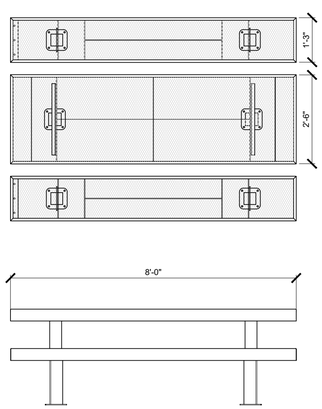
SCALE: 1/2"=1'-0"

MODEL: WABASH VALLEY; DESIGNER SERIES 8' ADA SIDE BY SIDE TABLE. SLAT PATTERN. COLOR: BLACK



A HARDSCAPE PLAN

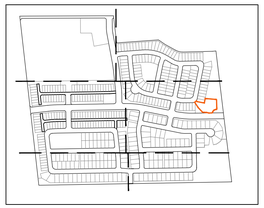
SCALE: 1" = 20'-0"



H PICNIC TABLE

SCALE: 1/2"=1'-0"

MODEL: WABASH VALLEY; DESIGNER SERIES RECTANGULAR 6' PICNIC TABLE. SLAT PATTERN. COLOR: BLACK



KEY MAP
SCALE: NTS

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
- NON- IRRIGATED SEED AT DETENTION PONDS
- LOW GROW NATIVE SEED MIX
- SOD
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- 1 1/2" RIVER ROCK MULCH, GRAY & TAN BLEND
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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
HARDSCAPE PLAN & SITE DETAILS

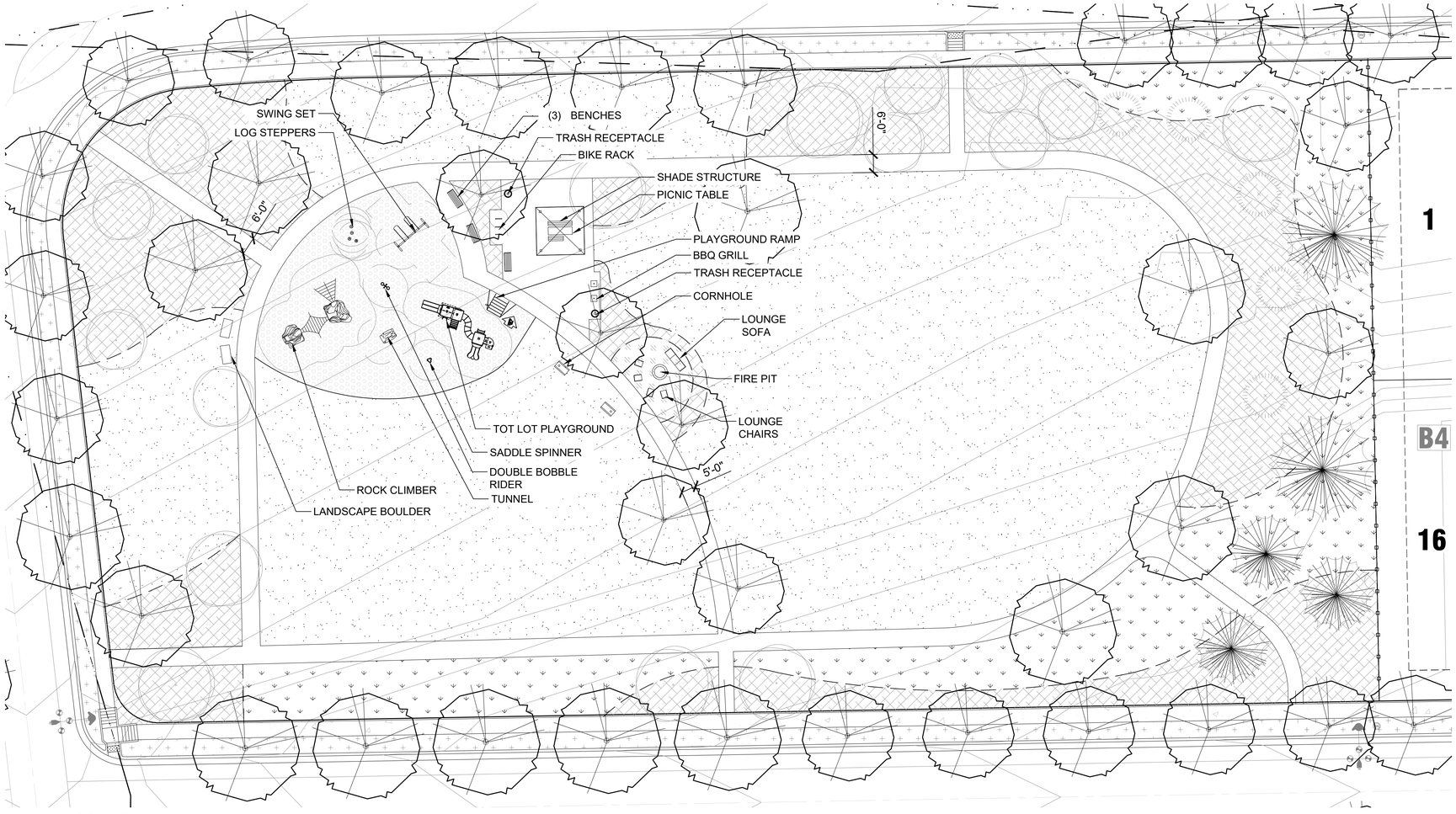
DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
22 of 29

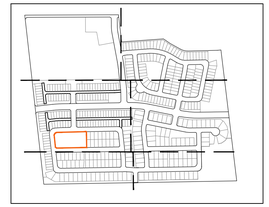
BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



A HARDSCAPE PLAN
SCALE: 1" = 20'-0"



KEY MAP
SCALE: NTS

NORTH

0' 20' 40'
SCALE: 1" = 20'

LEGEND

- SHADE TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- DECIDUOUS SHRUB (N/A)
- EVERGREEN SHRUB (N/A)
- ORNAMENTAL GRASS (N/A)
- TEMPORARILY IRRIGATED NATIVE SEED
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- EXISTING CONTOUR
- SIGHT TRIANGLE

B ROCK CLIMBER
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: ADVENTURESCAPES DESIGN 5; MODEL # 174454; COLORS: 'NATURE INSPIRED PRODUCT LINE'; BLACK CLIMBING CABLES

C TUNNEL
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: LOG CRAWL TUNNEL FRAME; MODEL # 173594; COLORS: 'NATURE INSPIRED PRODUCT LINE'

D TOT LOT PLAYGROUND
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: HIDDEN VALLEY PARK DESIGN 7142

E LOG STEPPERS
MANUFACTURER: LANDSCAPE STRUCTURES; PRODUCT: LOG STEPPERS; MODEL # 185861; TYPE: (2) 8", (1) 18", (1) 28"

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JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
HARDSCAPE PLAN & PARK DETAILS

DESIGNED BY: MK
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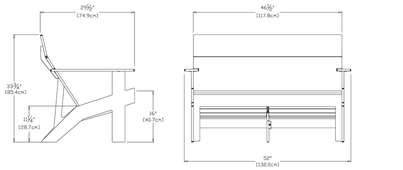
23 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

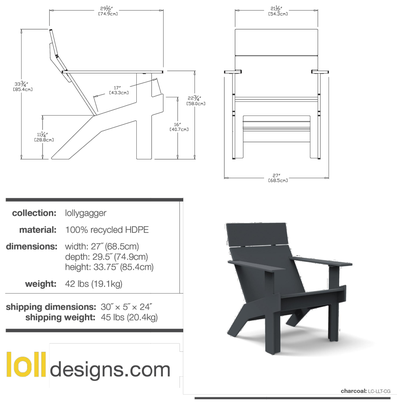
TOWN OF JOHNSTOWN, COLORADO



A LOUNGE SOFA

SCALE: 1/2"=1'-0"

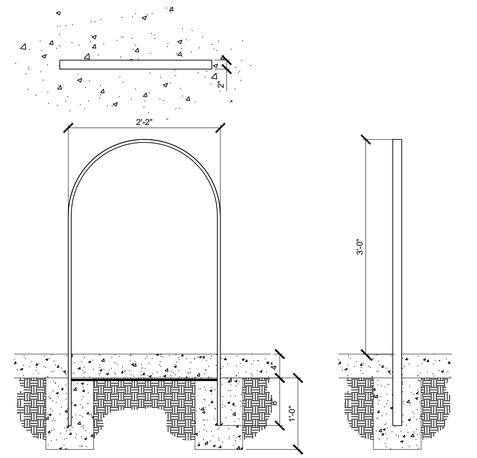
MANUFACTURER: LOLL DESIGNS; PRODUCT: LOLLYGAGGER SOFA; COLOR: CHARCOAL GREY



B LOUNGE CHAIR

SCALE: 1/2"=1'-0"

MANUFACTURER: LOLL DESIGNS; PRODUCT: LOLLYGAGGER LOUNGE CHAIR; COLOR: CHARCOAL GREY

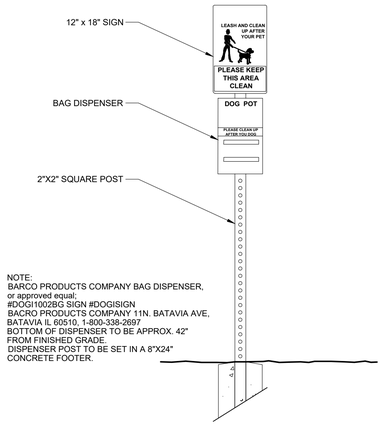


C BIKE RACK

SCALE: 1"=1'-0"

MODEL: WABASH VALLEY; BIKE LOOP BRH538I

COLOR: BLACK

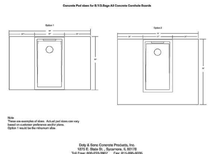


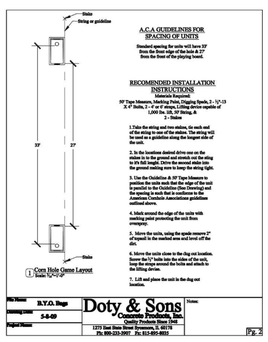
D DOG STATION

SCALE: 3/4"=1'-0"

E TRASH RECEPTACLE SCALE: N.T.S.

MANUFACTURER: WABASH VALLEY; PRODUCT: WOODRIDGE COLLECTION, 'ELEGANCE'. 32 GALLON with FLAT TOP. COLOR: BLACK, POWDER COAT.



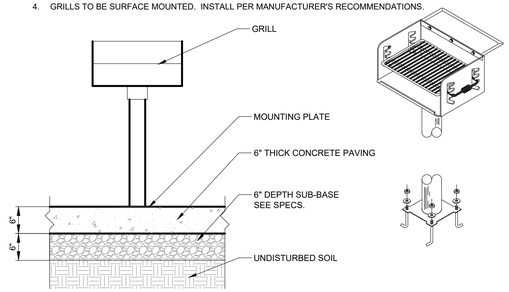


F CORNHOLE SCALE: N.T.S.

MANUFACTURER: DOTY & SONS CONCRETE

NOTES:

1. SEE PLANS FOR GRILL LOCATIONS.
2. GRILL TO BE PW ATHLETIC MFG. CO., MODEL#1140-00-SM
3. PW ATHLETIC MFG. CO. CONTACT INFORMATION: 1-800-678-5768, WWW.PWATHLETIC.COM
4. GRILLS TO BE SURFACE MOUNTED. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.



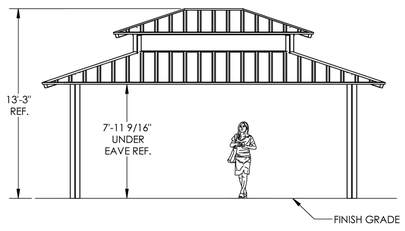
SECTION ELEVATION

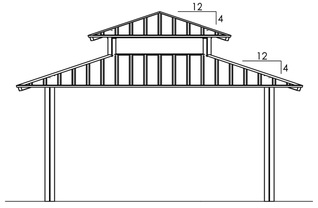
G GRILL ON CONCRETE PAVING

SCALE: 3/4"=1'-0"

I FIRE PIT

MANUFACTURER: THE OUTDOOR PLUS; PRODUCT: TOP FIRES BY THE OUTDOOR PLUS OPT-UNYXX60 24-INCH TALL UNITY FIRE PIT, 60-INCHES. COLOR: GREY POWDER COAT. PRODUCT TYPE AS AN EXAMPLE ONLY.





H SHADE STRUCTURE

PRODUCT: POLIGON. MODEL: MARQUEE 20X 24; INSTALL PER MANUFACTURER'S RECOMMENDATION AND DETAILS.

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
SITE DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

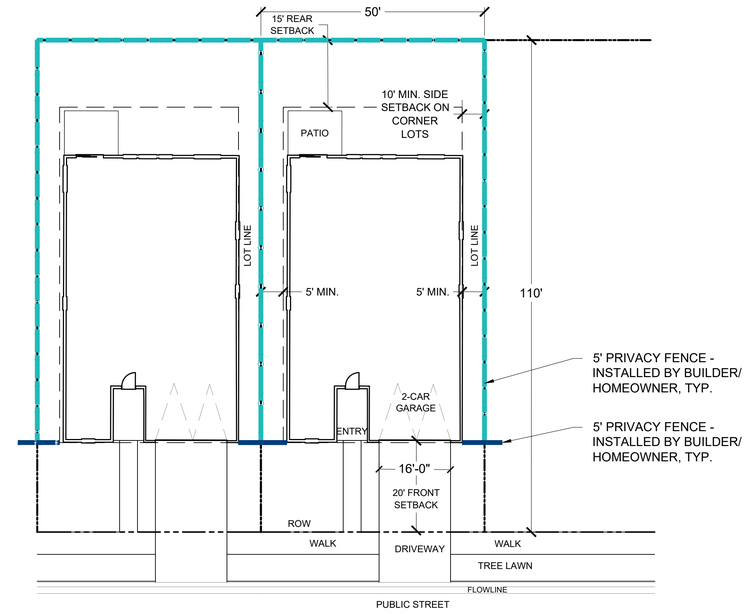
SHEET
24 of 25

BLUE SKY PRAIRIE

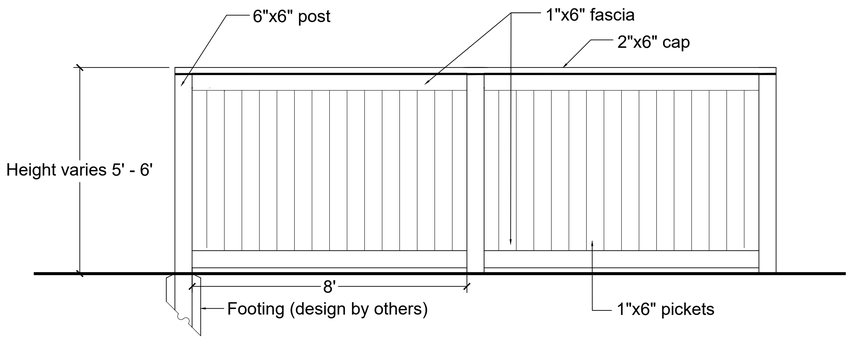
PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

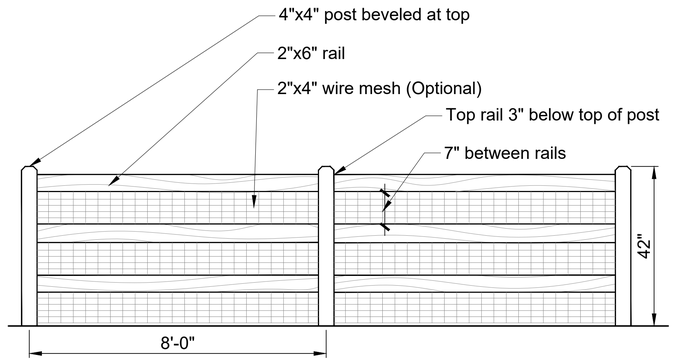
A FENCING EXHIBIT
SCALE: 1"= 200'-0"



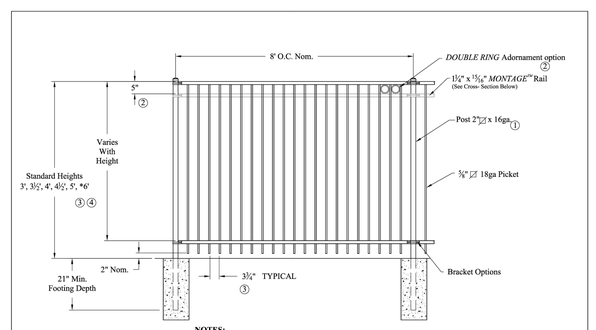
B HOMEOWNER & DEVELOPER FENCE INSTALLATION EXHIBIT
SCALE: NTS



C SOLID PRIVACY FENCE



D OPEN RAIL FENCE



E 42" ORNAMENTAL METAL FENCE
SCALE: NTS

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BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
FENCING PLAN

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
25 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

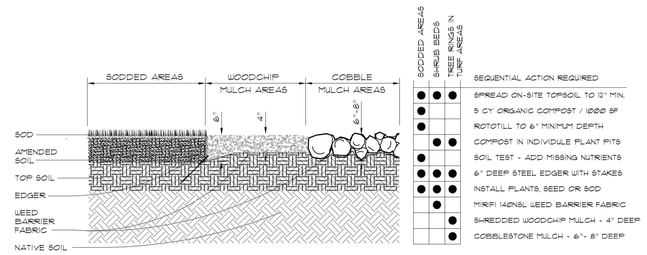
SUGGESTED PLANT LIST

COMMON NAME	LATIN NAME	MATURE SIZE	SIZE	WATER USE
DECIDUOUS SHADE TREES				
BUR OAK	QUERCUS MACROCARPA	70' x 80'	2.5" CAL.	LOW
IMPERIAL HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	35' x 35'	2.5" CAL.	MODERATE
KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	60' x 40'	2.5" CAL.	LOW
SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	35' x 30'	2.5" CAL.	LOW
TRIUMPH ELM	ULMUS 'MORTON GLOSSY'	50' x 35'	2.5" CAL.	LOW
WESTERN CATALPA	CATALPA SPECIOSA	50' x 35'	2.5" CAL.	LOW
WESTERN HACKBERRY	CELTIS OCCIDENTALIS	50' x 40'	2.5" CAL.	LOW
ORNAMENTAL TREES				
AUTUMN BRILLIANCE SERVICEBERRY	AMELANCHIER X GRANDIFLORA AUTUMN BRILLIANCE	20' x 18'	1.5" CAL.	LOW
CANADA RED CHOKEBERRY	PRUNUS VIRGINIANA 'SHUBERT'	25' x 15'	1.5" CAL.	VERY LOW
CHANTICLEER PEAR	PYRUS CALLERYANA 'CHANTICLEER'	20' X 15'	1.5" CAL.	LOW
FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	18' X 18'	1.5" CAL.	LOW
GOLDEN RAINTREE	KOELREUTERIA PANICULATA	20' x 25'	1.5" CAL.	LOW
WASHINGTON HAWTHORN	CRATAEGUS PHAENOPYRUM	25' x 25'	1.5" CAL.	LOW
EVERGREEN TREES				
AUSTRIAN PINE	PINUS NIGRA	50' x 35'	6'	LOW
COLORADO BLUE SPRUCE	PICEA PUNGENS	75' 20'	6'	LOW
PINION PINE	PINUS EDULUS	25' x 15'	6'	VERY LOW
PONDEROSA PINE	PINUS PONDEROSA	70' X 35'	6'	LOW
SCOTCH PINE	PINUS SYLVESTRIS	60' x 40'	6'	LOW
SOUTHWESTERN WHITE PINE	PINUS STROBIFORMIS	18' x 12'	6'	LOW
DECIDUOUS SHRUBS				
APACHE PLUME	FALLUGIA PARADOXA	4' x 4'	5 GALLON	VERY LOW
AUTUMN AMBER SUMAC	RHUS TRILOBATA 'AUTUMN AMBER'	2.5' x 4.5'	5 GALLON	LOW
BEAUTY BUSH	KOLKWITZIA AMABILIS	12.5' x 13.5'	5 GALLON	LOW
BLUE MIST SPIREA	CARYOPTERIS x CLANDONENSIS 'BLUE MIST'	3' x 3'	5 GALLON	LOW
HANCOCK CORALBERRY	SYMPHORICARPOS X CHENAULTI 'HANCOCK'	2.5' x 4.5'	5 GALLON	LOW
COMMON PURPLE LILAC	SYRINGA VULGARIS	15' x 10'	5 GALLON	LOW
CREEPING SAND CHERRY	PRUNUS BESSEYI 'PAWNEE BUTTES'	1.5' x 1.5'	5 GALLON	LOW
DWARF BLACK CHOKECHERRY	ARONIA MELANOCARPA IROQUOIS BEAUTY	3' x 3'	5 GALLON	MODERATE
DWARF BURNING BUSH	EUONYMUS ALATUS 'COMPACTUS'	7' x 7'	5 GALLON	MODERATE
DWARF NINEBARK	PHYSOCARPUS OPULIFOLIUS 'NANUS'	4.5' x 4.5'	5 GALLON	LOW
FILIGRAN RUSSIAN SAGE	PEROVSKIA ATRIPLICIFOLIA 'FILIGRAN'	3' x 3'	5 GALLON	VERY LOW
FERNBUSH	CHAMAEBATIARA MILLEFOLIUM	5' x 7'	5 GALLON	VERY LOW
GOLD DROP POTENTILLA	POTENTILLA FRUTICOSA 'GOLD DROP'	2.5' x 2.5'	5 GALLON	LOW
GOLDEN CURRANT	RIBES AUREUM	6' x 7'	5 GALLON	VERY LOW
GRO LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	2.5' x 7'	5 GALLON	VERY LOW
MEIDLAND ROSE	ROSA MEDILAND	1.5' x 4'	5 GALLON	LOW
MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN'	7' x 7'	5 GALLON	LOW
MISS KIM LILAC	SYRINGA PATULA 'MISS KIM'	4' x 4'	5 GALLON	LOW
NEARLY WILD ROSE	ROSA x 'NEARLY WILD'	2.5' x 2.5'	5 GALLON	LOW
PEKING COTONEASTER	COTONEASTER LUCIDUS	5' x 4'	5 GALLON	LOW
PLUMBAGO	CERATOSTIGMA PLUMBAGINOIDES	1.5' x 2'	5 GALLON	LOW
PYGMY PEASHRUB	CARAGANA PYGMAEA	3' x 4'	5 GALLON	VERY LOW
RED COLUMNAR BARBERRY	BERBERIS THUNBERGII 'HELMOND PILLAR'	4.5' x 2'	5 GALLON	LOW
RUSSIAN SAGE	PEROVSKIA ATRIPLIFOLIA	3.5' x 3.5'	5 GALLON	VERY LOW
SASKATOON SERVICEBERRY	AMERLANCHIER ALNIFOLIA	8' x 8'	5 GALLON	LOW
SNOWBERRY	SYMPHORICARPOS ALBUS	4' x 5'	5 GALLON	LOW
SUMMER WINE NINEBARK	PHYSOCARPOS X 'SUMMER WINE'	5' x 5'	5 GALLON	LOW
SUTTERS GOLD POTENTILLA	POTENTILLA FRUTICOSA	1.5' x 2.5'	5 GALLON	LOW
THREE LEAF SUMAC	RHUS TRILOBATA	4.5' x 4.5'	5 GALLON	VERY LOW
VANHOUTTE OR SNOWMOUND SPIRAEA	SPIRAEA X 'VANHOUTTE'	6.5' x 8.5'	5 GALLON	LOW
WESTERN SANDCHERRY	PRUNUS BESSEYI	4.5' x 4.5'	5 GALLON	LOW
EVERGREEN SHRUBS				
ADAM'S NEEDLE	YUCCA FILAMENTOSA	6' x 2.5'	5 GALLON	VERY LOW
ALPINE CARPET JUNIPER	JUNIPERUS COMMUNIS 'ALPINE CARPET'	¾" x 3.5'	5 GALLON	LOW
BAR HARBOUR JUNIPER	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	1' x 7'	5 GALLON	LOW
COMPACT ANDORRA JUNIPER	JUNIPERUS 'ANDORRA COMPACTA'	1.5' x 4.5'	5 GALLON	LOW
ICEE BLUE JUNIPER	JUNIPERUS HORIZONTALIS 'MONBER'	4" x 6'	5 GALLON	LOW
LENA BROOM	CYTISUS x LENA	2.5' x 3.5'	5 GALLON	MODERATE

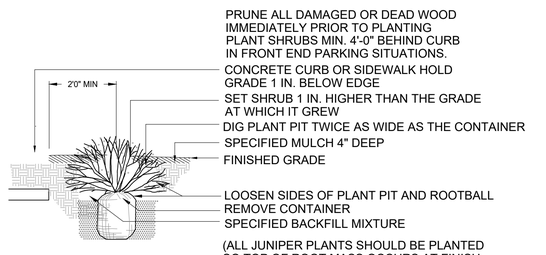
COMMON NAME	LATIN NAME	MATURE SIZE	SIZE	WATER USE
PERENNIALS				
AUTUMN SEDUM JOY	SEDUM TELEPHIUM 'AUTUMN JOY'	1.5' x 1.5'	1 GALLON	LOW
BLUE CATMINT	NEPETA FAASSENNI 'WALKER'S LOW'	1.5' x 1.5'	1 GALLON	VERY LOW
BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	2' x 2'	1 GALLON	LOW
ROYAL CANDLES VERONICA	VERONICA 'ROYAL CANDLES'	1.5' x 1.5'	1 GALLON	LOW
BLUE WOOLLY SPEEDWELL	VERONICA PECTINATA	2" x 1.5'	1 GALLON	LOW
DWARF GOLD DAYLILY	HEMEROCALLIS 'STELLA DE ORO'	1.5' x 1.5'	1 GALLON	VERY LOW
MAY NIGHT SALVIA	SALVIA NEMOROSA 'MAY NIGHT'	2' x 1.5'	1 GALLON	VERY LOW
MOONSHINE YARROW	ACHILLEA 'MOONSHINE'	1.5' x 2'	1 GALLON	VERY LOW
ROTKUGEL ORNAMENTAL OREGANO	ORIGANUM 'ROTKUGEL'	1.5' x 1.5'	1 GALLON	LOW
WHIRLING BUTTERFLIES	GAURA LINDHEIMERI	3' x 3'	1 GALLON	LOW
ORNAMENTAL GRASSES				
BLUE AVENA GRASS	HELICTOTRICHON SEMPERVIRENS	4' x 2'	1 GALLON	LOW
BLUE GRAMA GRASS	BOUTELOUA GRACILIS	1' x 1.5'	1 GALLON	VERY LOW
FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FORESTER'	4.5' x 2'	1 GALLON	LOW
LITTLE BLUESTEM GRASS	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	3.5' x1.5'	1 GALLON	VERY LOW
SWITCH GRASS	PANICUM VIRGATUM	3.5' x 3'	1 GALLON	LOW

LANDSCAPE NOTES

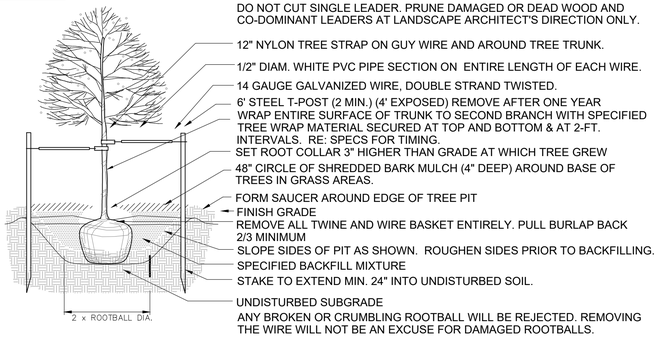
1. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES, ARCHAEOLOGICAL OR HISTORIC AREAS. ALSO, NO FLOODPLAINS, WETLANDS OR GEOLOGIC HAZARDS HAVE BEEN MAPPED ON THE SITE.
2. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND THEIR CONTRACTORS TO BUILD THE PROJECT ACCORDING TO APPROVED PLANS AND DETAILS, AND IN ACCORDANCE WITH CURRENT TOWN OF JOHNSTOWN LANDSCAPE STANDARDS AND SPECIFICATIONS. FIELD CHANGES TO THESE PLANS ARE TO BE APPROVED APPROVED BY THE TOWN OF JOHNSTOWN PRIOR TO ANY WORK. FIELD CONDITIONS THAT CONFLICT WITH OR JEOPARDIZE THE LONGEVITY OF THE PROPOSED IMPROVEMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE TOWN OF JOHNSTOWN FOR RESOLUTION. FAILURE TO BRING SUCH MATTERS TO THE TOWN'S ATTENTION OR TO OBTAIN APPROVAL OF REMEDIAL MEASURES WILL IN NO WAY RELIEVE THE DEVELOPER/CONTRACTOR OF THEIR OBLIGATION TO RESOLVE THE MATTER TO THE SATISFACTION OF THE TOWN OF JOHNSTOWN.
3. IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO REPLACE ALL DEAD PLANT MATERIAL AND/OR RE-SOD OR SEED TURF AREAS THAT ARE NOT ESTABLISHED DURING THE WARRANTY PERIOD ESTABLISHED BY THE DEVELOPMENT AGREEMENT FOR THIS PROJECT.
4. THE PROPOSED PARK AREAS WILL CONSIST OF PLAY EQUIPMENT, INCLUDING A MULTI-PLAY STRUCTURE, SLIDES, AND/OR A TODDLER PLAY SET; AS WELL AS NEARBY BENCHES AND OPEN TURFGRASS AREA.
5. PROPOSED OPEN SPACE AREAS WILL BE PRIVATE AND MAINTAINED BY A HOMEOWNER'S ASSOCIATION OR METRO DISTRICT.
6. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE ADEQUATELY RE-VEGETATED SO AS NOT TO LEAVE ANY BARE GROUND.
7. STREET TREES ARE SHOWN AT 40 FT INTERVALS AND/OR PLACED AT LOT LINES FOR CONCEPTUAL PURPOSES ONLY. FINAL LOCATIONS SHALL BE BASED UPON DRIVEWAYS AND UTILITY SERVICE LINES. STREET TREES SHALL BE LOCATED WITHIN THE ROW, PLACED IN FRONT OF THE SIDEWALK WHEN THE SIDEWALK IS DETACHED AND BEHIND WHEN ATTACHED. MINIMUM DISTANCES FROM STREET LIGHTS, SHALL BE 40 FEET BETWEEN SHADE TREES AND 15 FEET BETWEEN ORNAMENTAL TREES. STREET TREE IRRIGATION SHALL BE FROM THE DOMESTIC TAP FOR THE HOME. MAINTENANCE SHALL BE BY THE HOMEOWNER.
8. STREET TREES SHALL BE INSTALLED BY THE BUILDER AND MAINTAINED BY THE ABUTTING HOMEOWNER.
9. ALL HOA MAINTAINED LANDSCAPE AREAS TO BE WATERED BY AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM WITH SHRUB BEDS ZONED SEPARATELY FROM TURF AREAS. A RAIN SHUT-OFF SENSOR IS REQUIRED WITH IRRIGATION SYSTEM.
10. ALL TREES AND SHRUBS IN NATIVE SEED AREAS WILL BE DRIP IRRIGATED. NATIVE SEED IS REQUIRED TO HAVE TEMPORARY IRRIGATION DURING THE TWO YEAR WARRANTY PERIOD.
11. A ONE INCH DIAMETER SHREDDED CEDAR MULCH RING SHALL SURROUND ALL ORNAMENTAL GRASSES AND PERENNIALS.
12. ALL SHRUB BEDS SHALL BE MULCHED WITH ROCK COBBLE MULCH 1" - 2" IN SIZE, PLACED OVER A SUITABLE WEED BARRIER FABRIC. MINIMUM DEPTH OF MULCH SHALL BE 3 INCHES. ALL SHRUB BED AREAS SHALL BE SEPARATED FROM SOD AREAS BY STEEL EDGING MATERIAL.
13. ALL PARK FACILITIES INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND ASHTO GUIDELINES.
14. ALL FENCING SHALL BE DETERMINED AT FINAL DEVELOPMENT PLAN. FENCING IS ANTICIPATED TO BE WOOD THREE RAIL AND/OR OPEN RAIL FENCE, ORNAMENTAL FENCHING AT ALLEY LOADED LOTS AND PRIVACY FENCE AT AREAS SPECIFIED.
15. NO TREE OR SHRUB WILL BE PLANTED WITHIN 5 FEET OF A FIRE HYDRANT.
16. NO PLANT MATERIALS, BOULDERS, BERMS, FENCES OR VISUAL OBSTRUCTIONS SHALL EXCEED A HEIGHT OF 32" WITHIN SIGHT DISTANCE TRIANGLE AREA, PER TOWN STANDARD H.10.C.III.
17. ALL SOD AREAS SHALL BE CONSIDERED LOW WATER USE VEGETATION. THE SOD FOR PARK AREAS SHALL BE 'ENVIRONTURF'. SOD AREAS WITH LOWER FOOT TRAFFIC SHALL BE NATURE'S PRAIRIE.



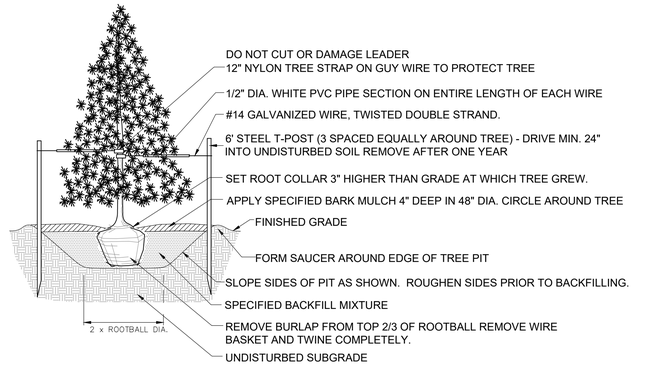
A EDGERS, MULCHES AND SOIL PREPARATION



B SHRUB PLANTING DETAIL
SCALE: N.T.S.



C DECIDUOUS TREE PLANTING DETAIL
SCALE: N.T.S.



D EVERGREEN TREE PLANTING DETAIL
SCALE: N.T.S.

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
PLANT LIST & DETAILS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
26 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

RIGHT OF WAY REQUIREMENT CHART

LANDSCAPE REQUIREMENT CHART- R.O.W.

R.O.W.	TYPE	Unit of Measurement	AREA	CODE REQUIREMENT	TREES REQUIRED	TREES PROVIDED	SHRUBS REQUIRED	SHURBS PROVIDED
Weld County Road 50/ Veterans Parkway	Arterial	SF	7433.27	1 Tree & 5 Shrubs/ 1,000 SF; 75% shade trees, 25% evergreen	7.00	*	37.00	*
High Plains Boulevard	Arterial	SF	18720.70	1 Tree & 5 Shrubs/ 1,000 SF; 75% shade trees, 25% evergreen	19.00	*	94.00	*
Larkspur Drive	Collector	LF	2242.60	1 Tree/ 50 LF & 1 Shrub/ 200 LF	45.00	*	11.00	*
Waterbirch Ave	Collector	LF	4575.17	1 Tree/ 50 LF & 1 Shrub/ 200 LF	92.00	*	23.00	*
Wild Rye Drive	Local	LF	675.02	1 Tree/ 40 LF or 1 Tree per Lot	17.00	*	N/A	*
June Grass Ave	Local	LF	3656.80	1 Tree/ 40 LF or 1 Tree per Lot	91.00	*	N/A	*
Dropseed Street	Local	LF	1697.34	1 Tree/ 40 LF or 1 Tree per Lot	42.00	*	N/A	*
Goldenrod Street	Local	LF	3683.09	1 Tree/ 40 LF or 1 Tree per Lot	92.00	*	N/A	*
Yellow Sundrop Drive	Local	LF	1442.95	1 Tree/ 40 LF or 1 Tree per Lot	36.00	*	N/A	*
Prairie Phlox Ave	Local	LF	1321.07	1 Tree/ 40 LF or 1 Tree per Lot	33.00	*	N/A	*
Blazing Star Drive	Local	LF	932.86	1 Tree/ 40 LF or 1 Tree per Lot	23.00	*	N/A	*
Prairie Coneflower Ave	Local	LF	1636.80	1 Tree/ 40 LF or 1 Tree per Lot	41.00	*	N/A	*
Blue Aster Drive	Local	LF	849.30	1 Tree/ 40 LF or 1 Tree per Lot	21.00	*	N/A	*
Switchgrass Ave	Local	LF	2386.66	1 Tree/ 40 LF or 1 Tree per Lot	60.00	*	N/A	*
Frost Weed Drive	Local	LF	755.90	1 Tree/ 40 LF or 1 Tree per Lot	19.00	*	N/A	*
Prairie Clover Circle	Local	LF	3039.22	1 Tree/ 40 LF or 1 Tree per Lot	76.00	*	N/A	*
River Rock Drive	Local	LF	282.10	1 Tree/ 40 LF or 1 Tree per Lot	7.00	*	N/A	*

* To be provided at Final Development Plan
All totals represent both sides of the street, typ.

OUTLOT REQUIREMENT CHART

LANDSCAPE REQUIREMENT CHART- OUTLOTS

OUTLOT	USE	AREA (Acres)	AREA (Square Footage)	CODE REQUIREMENT	TREES REQUIRED	TREE TOTAL AMOUNT WITH 15% ENHANCEMENT	TREES PROVIDED	SHRUBS REQUIRED	SHRUB TOTAL AMOUNT WITH 25% ENHANCEMENT	SHRUBS PROVIDED
A	Detention	2.335	101712.60	1 Tree & 5 Shrubs/ 100 LF	14.00	N/A	*	70.00	N/A	*
E	Park	0.466	20298.96	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	10.00	N/A	*	41.00	N/A	*
F	Open Space	0.586	25526.16	1 Tree & 5 Shrubs/ 4,500 SF	6.00	N/A	*	28.00	N/A	*
G	Open Space	0.686	29882.16	1 Tree & 5 Shrubs/ 4,500 SF	7.00	N/A	*	33.00	N/A	*
H	Arterial Buffer	0.204	8886.24	1 Tree & 5 Shrubs/ 2,000 SF	4.00	5.00	**	44.00	55.00	**
I	Open Space	0.487	21213.72	1 Tree & 5 Shrubs/ 4,500 SF	5.00	6.00	**	24.00	28.00	**
J	Park	0.525	22869.00	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	11.00	N/A	*	46.00	N/A	*
K	Open Space	0.422	18382.32	1 Tree & 5 Shrubs/ 4,500 SF	4.00	5.00	**	20.00	23.00	**
M	Open Space	0.234	10193.04	1 Tree & 5 Shrubs/ 4,500 SF	2.00	2.00	**	11.00	13.00	**
N	Open Space	0.375	16335.00	1 Tree & 5 Shrubs/ 4,500 SF	4.00	5.00	**	18.00	21.00	**
O	Open Space	0.031	1350.36	1 Tree & 5 Shrubs/ 4,500 SF	1.00	N/A	*	2.00	N/A	*
P	Arterial Buffer	1.067	46478.52	1 Tree & 5 Shrubs/ 2,000 SF	23.00	26.00	**	232.00	267.00	**
Q	Park	2.079	90561.24	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	45.00	N/A	*	181.00	N/A	*
R	Open Space	0.1	4356.00	1 Tree & 5 Shrubs/ 4,500 SF	1.00	N/A	*	5.00	N/A	*
S	Open Space	0.768	33454.08	1 Tree & 5 Shrubs/ 4,500 SF	7.00	N/A	*	37.00	N/A	*
T	Open Space	1.051	45781.56	1 Tree & 5 Shrubs/ 4,500 SF	10.00	N/A	*	51.00	N/A	*
U	Detention	5.465	238055.40	1 Tree & 5 Shrubs/ 100 LF	18.00	N/A	*	265.00	N/A	*
V	Park	0.902	39291.12	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	20.00	N/A	*	79.00	N/A	*
W	Open Space	0.126	5488.56	1 Tree & 5 Shrubs/ 4,500 SF	1.00	N/A	*	11.00	N/A	*
X	Open Space	0.591	25743.96	1 Tree & 5 Shrubs/ 4,500 SF	6.00	N/A	*	29.00	N/A	*
Y	Open Space	0.212	9234.72	1 Tree & 5 Shrubs/ 4,500 SF	2.00	N/A	*	10.00	N/A	*
Z	Open Space	0.682	29707.92	1 Tree & 5 Shrubs/ 4,500 SF	7.00	8.00	**	33.00	38.00	**
AA	Open Space	3.709	161564.04	1 Tree & 5 Shrubs/ 4,500 SF	36.00	41.00	**	180.00	207.00	**
BB	Park	1.414	61593.84	1 Tree/ 2,000 SF & 1 Shrub/ 500 SF	31.00	N/A	*	123.00	N/A	*
CC	Open Space	0.227	9888.12	1 Tree & 5 Shrubs/ 4,500 SF	2.00	N/A	*	20.00	N/A	*
DD	Open Space	0.95	41382.00	1 Tree & 5 Shrubs/ 4,500 SF	9.00	10.00	**	46.00	53.00	**
EE	Open Space	0.411	17903.16	1 Tree & 5 Shrubs/ 4,500 SF	4.00	5.00	**	20.00	23.00	**
FF	Open Space	0.327	14244.12	1 Tree & 5 Shrubs/ 4,500 SF	3.00	N/A	*	16.00	N/A	*
GG	Open Space	19.998	871112.88	1 Tree & 5 Shrubs/ 4,500 SF	194.00	223.00	**	968.00	1113.00	**

* Trees and shrubs provided to be determined at Final Development Plan
** Enhanced Landscape Area shall have an additional 25% shrubs and 15% additional trees provided.
All totals represent both sides of the street, typ.

DRYLAND PASTURE NATIVE SEED MIX

A mixture of hardy, cool season grasses, that are drought tolerant and adapt well to the Northern Great Intermountain regions. It provides a good, palatable spring forage and fair regrowth in the fall. This mix may produce a hay crop depending upon available moisture. Widely adapted to many soil types and elevations of 3,000 to 10,000 feet. Ideal for areas not receiving regular irrigation.

Grows 30-48 inches at full potential. Great forage and hay producer.

Seeding Rate:
New Seeding
Broadcast: 20-25 lbs/acre
Drilled: 15-20 lbs/acre

Overseeding
Broadcast: 10-15 lbs/acre
Drilled: 5-10 lbs/acre

Characteristics:

Mix contains
20% ***Tetraploid Perennial Rye***
Bunchgrass with germination in 5-10 days.
One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It is leafy and fine stemmed.
20% ***Smooth Brome, Lincoln***
Sod Forming grass with germination in 10-14 days
Smooth brome is resistant to drought and extremes in temperature. Lincoln smooth brome is the most widely used of the cultivated brome grasses.
15% ***Paiute Orchardgrass***
Bunchgrass with germination in 14-21 days.
One of the earliest species to exhibit growth in the spring, making tremendous forage potential during cool conditions. Performs well on different textured soils. Is a great forage and hay producer.
15% ***Hycrest Crested Wheatgrass***
Bunchgrass with germination in 14-21 days.
A hybrid cross between Standard and Desert wheatgrass, resulting in a plant with excellent seedling vigor that establishes quickly. It is taller and has higher forage yield potential than its parents.
15% **Pubescent Wheatgrass**
Cool season, sod-forming with germination in 21-28 days.
Stays green into the summer months when soil moisture is adequate.
15% **Dahurian Wildrye**
Bunchgrass with germination in 7 – 21 days.
Deep rooted allowing good drought tolerance. Regrows aggressively after cutting and grazing, providing excellent palatable forage.

Formulations & varieties are subject to change without notice!

4300 Monaco Street
Denver, CO 80216
P. (303) 320-7500 F. (303) 320-7516
877-907-3337
www.avseeds.com

LOW GROW NATIVE SEED MIX

A mixture of perennial, cool season, drought tolerant, grasses suitable for areas where mowing is difficult or not desirable. It grows an average of 8-12 inches a year with normal rain fall in the Intermountain region and the Desert Southwest. This mix is a great soil stabilizer. Our wildflower mixes are very compatible with this mix.

Characteristics:
. Grows 8-12 inches tall
. Requires little to no maintenance
. Grows well in elevations up to 10,000 ft

Seeding Rate:
New Seeding
Dryland: 20-25 lbs/acre
Irrigated: 40 lbs/acre
Overseeding
Dryland: 10-15 lbs/acre
Irrigated: 20 lbs/acre

Mix contains:
30% ***Ephraim Crested Wheatgrass***
Slightly rhizomatous bunchgrass with germination in 14-21 days.
Drought resistant and winter hardy with a deep root system making it an excellent soil binder. Crested wheatgrass is well adapted to stabilization of disturbed soils and does well on a variety of soil types.
25% ***Sheep Fescue***
Bunchgrass with germination in 14-21 days.
Well adapted to most soil conditions and is great for soil erosion control and low maintenance mixtures.
20% ***Perennial Rye***
Bunchgrass with germination in 5-10 days.
One of the most widely used grasses and is adaptable to a wide variety of soils and climate conditions. It has a leafy head and fine stem.
15% ***Chewings Fescue***
Bunchgrass with germination in 7-21 days.
Fine fescue that is shade tolerant and requires little water. Persists in dry soils and infertile soils.
10% ***Canada Bluegrass***
Sod-forming grass with germination in 14-21 days.
Resistant to drought and some salinity. It is used to reclaim disturbed area such as gravel pits, cut roads, roadsides, and mines.

henry design group
Landscape Architecture • Planning • Entitlements
COLA
Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
LANDSCAPE REQUIREMENT CHARTS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

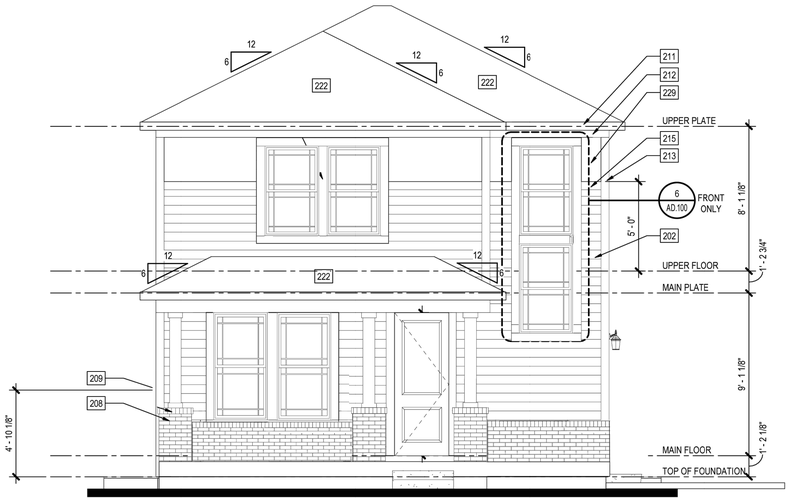
SHEET
27 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

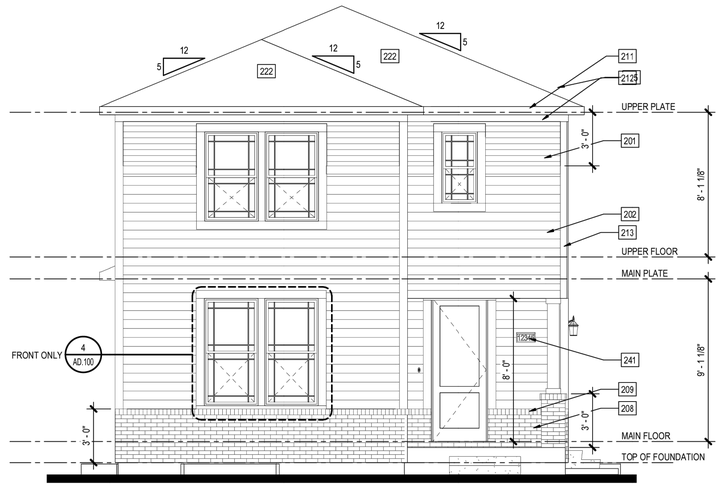
NOTE:
ALL ELEVATIONS ARE CONCEPTUAL AND WILL BE FINALIZED PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT PLAN.



Front Elevation

SCALE: 1/4" = 1'-0"

Prairie - D

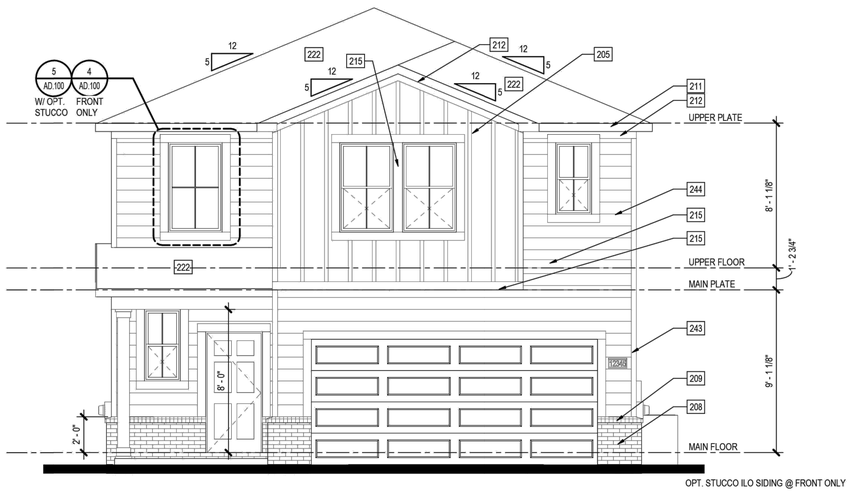


Front Elevation

SCALE: 1/4" = 1'-0"

Prairie - D

ALLEY LOADED SINGLE FAMILY HOME- TYPE 1



Front Elevation

SCALE: 1/4" = 1'-0"

Farmhouse

30' SINGLE FAMILY HOME- TYPE 1

ALLEY LOADED SINGLE FAMILY HOME- TYPE 2

Front Elevation

SCALE: 1/4" = 1'-0"

Traditional - B

30' SINGLE FAMILY HOME- TYPE 2

henry design group
Landscape Architecture • Planning • Entitlements

COLA
Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURE ELEVATIONS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
28 of 29

BLUE SKY PRAIRIE

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

NOTE:
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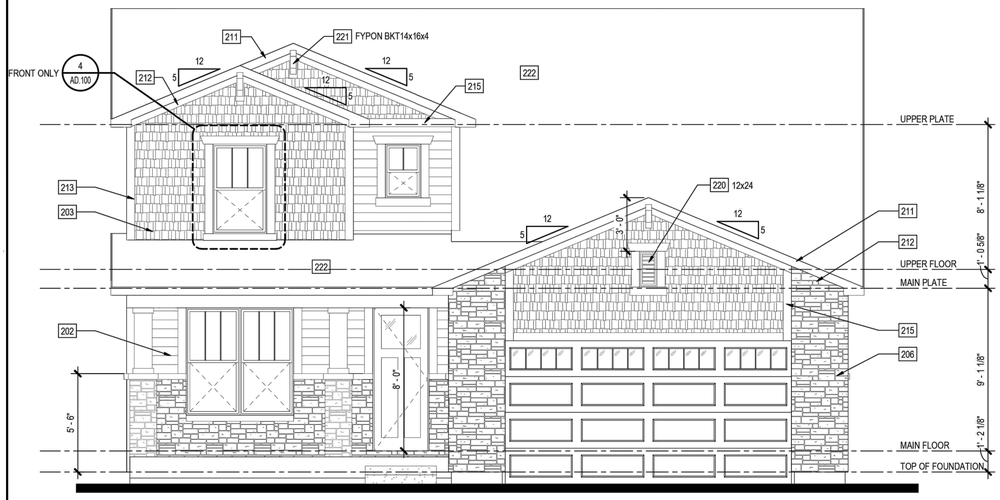
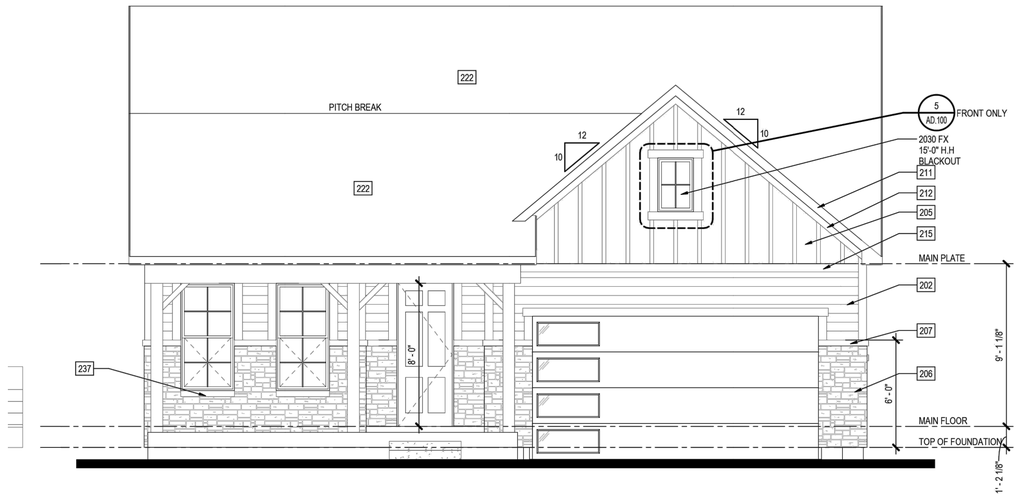


Front Elevation

SCALE: 1/4" = 1'-0"



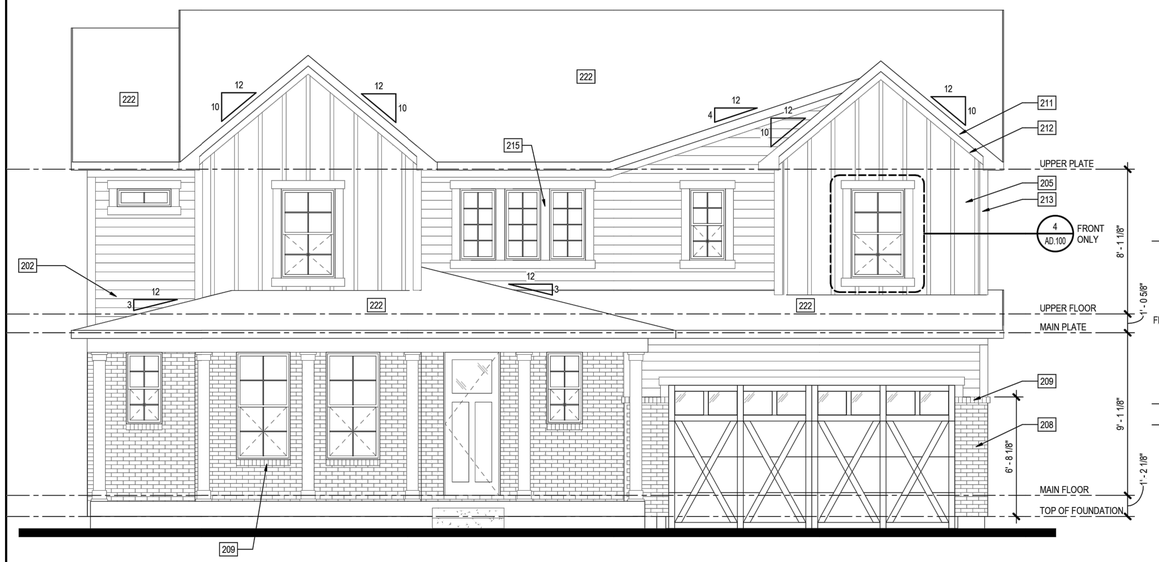
Front Elevation

SCALE: 1/4" = 1'-0"

Craftsman

Modern Farmhouse

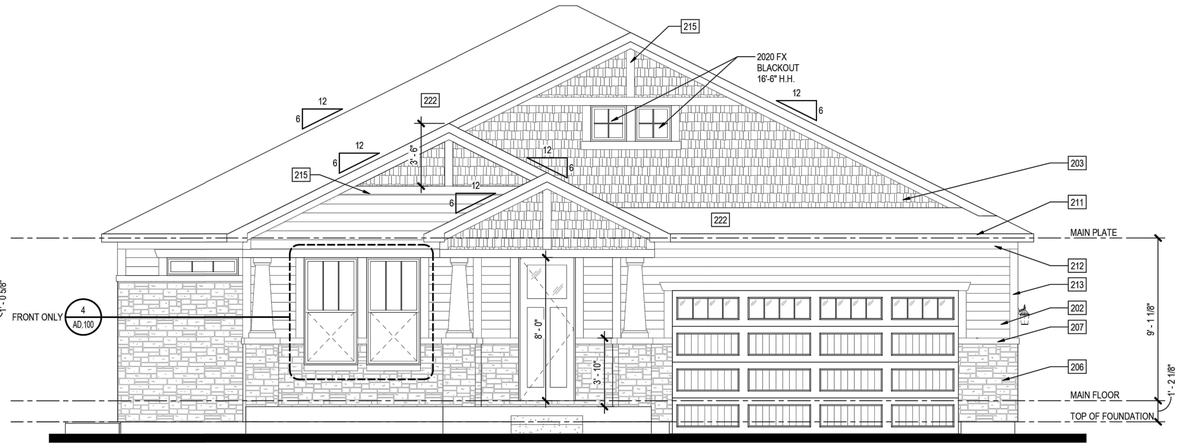
40' SINGLE FAMILY HOME- TYPE 1



Front Elevation

SCALE: 1/4" = 1'-0"

40' SINGLE FAMILY HOME- TYPE 2



Front Elevation

SCALE: 1/4" = 1'-0"

Craftsman

Modern Farmhouse

50' SINGLE FAMILY HOME- TYPE 1

50' SINGLE FAMILY HOME- TYPE 2

henry design group — Landscape Architecture • Planning • Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE
1st PDP SUBMITTAL	2023-04-18
2nd PDP SUBMITTAL	2023-06-23
3rd PDP SUBMITTAL	2023-08-18

BLUE SKY PRAIRIE
JOHNSTOWN, CO

PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURE ELEVATIONS

DESIGNED BY: MK
DRAWN BY: AKH
CHECKED BY: KZH

SHEET
29 of 29

4902691 Pages: 1 of 11
06/08/2023 04:22 PM R Fee:$113.00
Carly Koppes, Clerk and Recorder, Weld County , CO

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

COVER SHEET

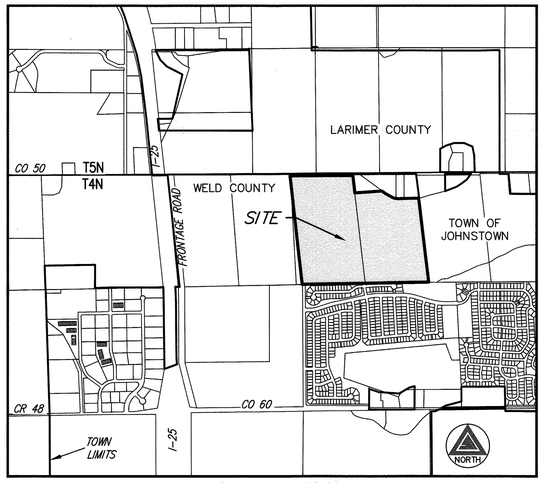
LEGAL DESCRIPTION

LOT B RECORDED EXEMPTION NO. 1061-2-1-RE 1488, RECORDED JUNE 2, 1993, AT RECEPTION NO. 2335286, BEING A PART OF THE E 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO,

AND

THE W 1/2 OF THE NE 1/4 OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M. LESS THAT PORTION CONTAINED IN THAT DEED RECORDED AUGUST 11, 2003, AT RECEPTION NO. 3094025, AND EXCEPT THAT PORTION CONVEYED TO THE TOWN OF JOHNSTOWN IN DEED RECORDED JULY 22, 2021, UNDER RECEPTION NO. 4738022, COUNTY OF WELD, STATE OF COLORADO

TOTAL ACREAGE: 121.160



VICINITY MAP

GENERAL NOTES

1. ACCESS POINTS SHOWN ON THIS ODP ARE APPROXIMATE. EXACT LOCATION TO BE DETERMINED DURING THE PRELIMINARY AND FINAL PLATTING PROCESS BASED ON THE FINAL TRAFFIC IMPACT STUDY.
2. LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING. LOCAL AND COLLECTOR STREETS SHALL CONFORM TO THE TOWN OF JOHNSTOWN STREET STANDARDS AT THE TIME OF PLATTING.
3. ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING. DENSITY OF ANY GIVEN PHASE SHALL NOT EXCEED THE MAXIMUM DENSITY INDICATED WITHIN THE PLANNING AREA. ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
4. GROSS DENSITY SHALL NOT EXCEED 5 DU/AC.
5. AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
6. FINAL CONFIGURATION OF PARCELS, OPEN SPACE AREAS AND STREETS MAY VARY FROM THAT SHOWN.
7. WHERE A PROPOSED USE IS NOT LISTED IN THE ODP, IT MAY BE ALLOWED IF DETERMINED BY THE TOWN OF JOHNSTOWN TO BE SIMILAR IN CHARACTER AND OPERATION, AND HAVING THE SAME OR LESSER IMPACT, AS USES THAT ARE ALLOWED.
8. ALL DRAINAGE ELEMENTS ARE CONCEPTUAL IN NATURE AND FINAL DETERMINATION OF THE DRAINAGE SYSTEM, TO INCLUDE THE PLACEMENT OF DETENTION/RETENTION PONDS, CHANNELS, AND STORM SEWER, WILL BE MADE DURING THE PRELIMINARY AND FINAL DRAINAGE REPORTS AND DURING THE PRELIMINARY DEVELOPMENT PLAN PROCESS AS A PART OF THE FINAL SUBDIVISION PLATTING.
9. LANDSCAPING, SIGNAGE, ARCHITECTURE, NON-RESIDENTIAL PARKING, FENCING AND LIGHTNING FOR DEVELOPMENT WITH THIS PUD SHALL EITHER FOLLOW THOSE APPLICABLE STANDARDS IN THE TOWN OF OF JOHNSTOWN MUNICIPAL CODE OR THE DEVELOPER MAY FORMULATE DESIGN STANDARDS REGULATING THE DESIGN, CHARACTER, LOCATION AND OTHER DETAILS OF THESE ELEMENTS PRIOR TO THEIR IMPLEMENTATION. THE DEVELOPER FORMULATED DESIGN STANDARDS MUST RECEIVE APPROVAL BY TOWN COUNCIL PRIOR TO IMPLEMENTATION.
10. NOISE STUDY: THE APPLICANT WILL CONDUCT A NOISE STUDY FOR THE OIL AND GAS FACILITY AT THE TIME OF FUTURE DEVELOPMENT PLANS THAT INCLUDE THE EASTERN PORTION OF THE HIGH PLAINS ESTATES PUD.

SHEET INDEX

1	COVER
2	EXISTING SITE CONDITIONS
3	ODP ZONING PLAN
4	PARKS, TRAILS, AND OPEN SPACE PLAN
5	ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES
6	LOT TYPICALS
7	LOT TYPICALS
8	CIRCULATION PLAN
9	PHASE 1 MASTER UTILITY REPORT/PLAN
10	PRELIMINARY MASTER GRADING PLAN
11	ODP ILLUSTRATIVE CONCEPT PLAN

APPROVALS

OWNERSHIP CERTIFICATION

HIGH PLAINS ESTATE JV, LLC
a Delaware limited liability company

By: View Homes Incorporated, a Texas corporation
Its Administrative Member

By: _____
Randy O'Leary, Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 25 day of April, 2023, by Randy O'Leary, as Chief Executive Officer of View Homes Incorporated, a Texas corporation, as the Administrative Member of High Plains Estate JV, LLC, a Delaware limited liability company.

Witness my hand and official seal
My commission expires: 10-17-2026

Sandra Hazelton
Notary Public

Sandra Hazelton
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224040127
MY COMMISSION EXPIRES 10/17/2026

ATTORNEY CERTIFICATION

I, JANE B. FREDMAN, ATTORNEY AT LAW, DULY QUALIFIED, INSURED OR LICENSED BY THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED THEREON AND THAT TITLE TO SUCH LAND IS OWNED IN FEE SIMPLE BY HIGH PLAINS ESTATE JV, LLC AT THE TIME OF THIS APPLICATION.

JANE B. FREDMAN

_____ REGISTRATION NUMBER 16903

DEVELOPMENT PHASING

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

TOWN COUNCIL

THIS OUTLINE DEVELOPMENT PLAN, TO BE KNOWN AS High Plains Estates IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY ORDINANCE NUMBER 2023-241 PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE 20 DAY OF February, 2023.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

THE TOWN OF JOHNSTOWN COLO. SEAL

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

THE PROVISIONS OF THIS OUTLINE DEVELOPMENT PLAN (ODP) SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE TOWN OF JOHNSTOWN MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE ODP, PRELIMINARY, OR FINAL DEVELOPMENT PLANS - DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE JOHNSTOWN MUNICIPAL AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO TOWN OF JOHNSTOWN REVIEW PROCEDURES.

DEVELOPER
TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER
KEVIN LOVELACE
LJA ENGINEERING, INC
1765 WEST 121ST AVENUE
SUITE 300
WESTMINSTER, CO 80234
303-421-4224

PLANNER
KAREN HENRY
HENRY DESIGN GROUP
1501 WAZEE ST
UNIT 1-C
DENVER, CO 80202
303-446-2368

SURVEYOR
JIM LYNCH
AZTEC CONSULTANTS, INC
300 EAST MINERAL AVENUE
SUITE 1
LITTLETON, CO 80122
303-713-1898

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
COVER

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

SHEET
1 OF 11

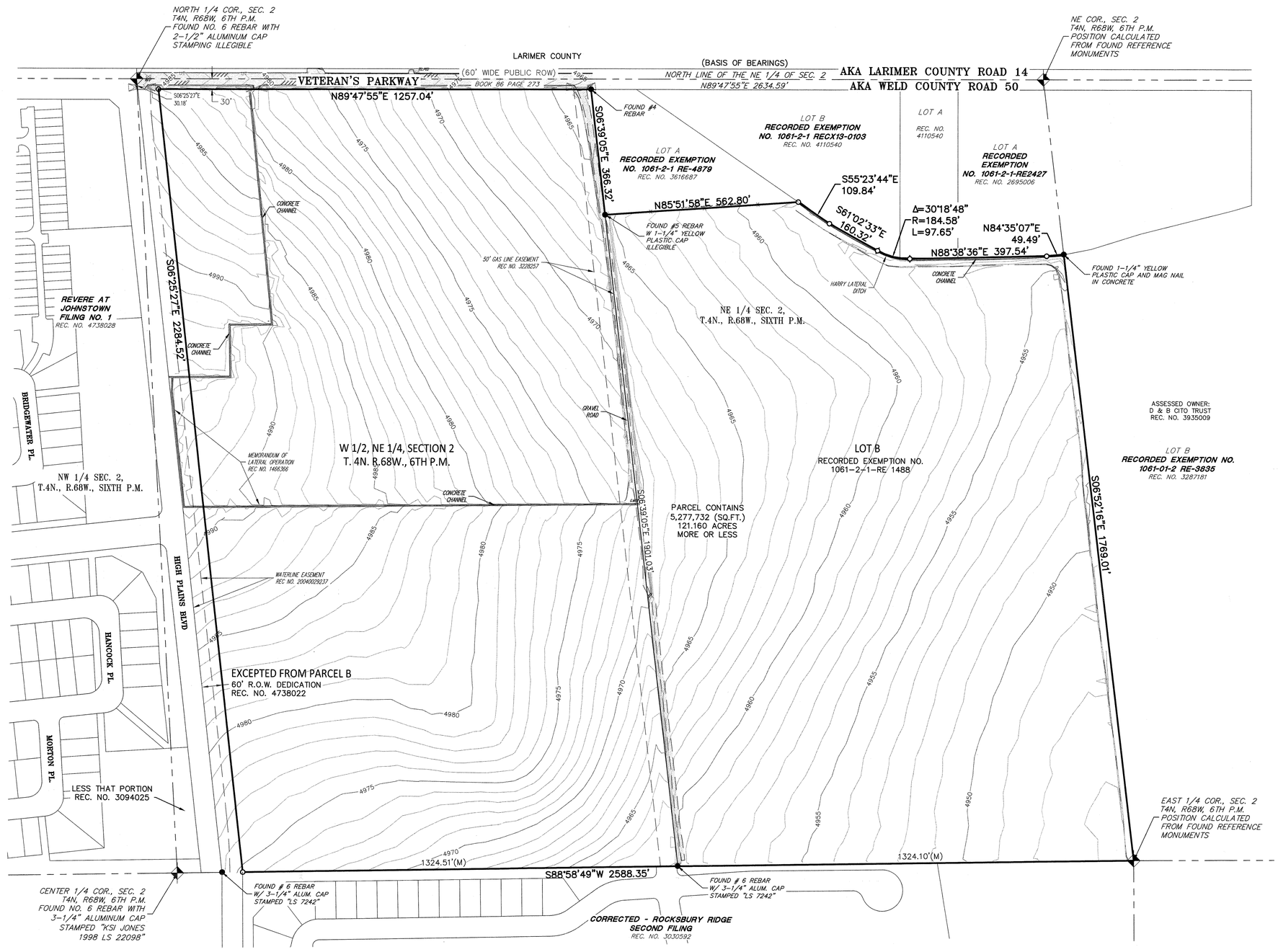
4902681 Pages: 2 of 11
06/08/2023 04:22 PM R Fee:$113.00
Carly Koppes, Clerk and Recorder, Weld County , CO

Item #18.

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



LEGEND

- STORM LINE UNDERGROUND
- STORM FES
- WATER VALVE
- TELEPHONE LINE UNDERGROUND
- TELEPHONE PEDESTAL
- GAS MKR POST
- EX CONT-MJR
- EX CONT-MNR
- FENCE
- EDGE ASPHALT
- EDGE CONCRETE
- EDGE ROAD
- CURB TOP BACK
- FLOWLINE
- DITCH FLOWLINE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL ROAD

MONUMENT SYMBOL LEGEND

- SET NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "AZTEC LS 37933"
- FOUND MONUMENT AS DESCRIBED
- FOUND SECTION CORNER AS DESCRIBED
- (M) MEASURED DISTANCE

DEVELOPER	ENGINEER	PLANNER	SURVEYOR
TIM BUSCHAR COLA, LLC / VIEW HOMES 719-306-2976	KEVIN LOVELACE LJA ENGINEERING, INC. 1765 WEST 121ST AVENUE SUITE 300 WESTMINSTER, CO 80234 303-421-4224	KAREN HENRY HENRY DESIGN GROUP 1501 WAZEE ST UNIT 1-C DENVER, CO 80202 303-446-2368	JIM LYNCH AZTEC CONSULTANTS, INC 300 EAST MINERAL AVENUE SUITE 1 LITTLETON, CO 80122 303-713-1898

0' 75' 150' 300'
SCALE: 1" = 150'

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
EXISTING CONDITIONS SURVEY

DESIGNED BY: JEL
DRAWN BY: JEL
CHECKED BY:

SHEET
2 OF 11

629

4902891 Pages: 3 of 11
06/08/2023 04:22 PM R Fee:$113.00
Carly Koppes, Clerk and Recorder, Weld County, CO

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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COUNTY OF WELD, STATE OF COLORADO

ODP ZONING PLAN

1. Statement of Intent

A. Outline Development Plan Amendment
High Plains Estates Outline Development Plan is the 1st Amendment to the Klein 125 Annexation Outline Development Plan. The overall project concept remains the same as originally intended.

B. Neighborhood Concept
The High Plains Estate Residential PUD Outline Development Plan is proposed as a 124.3-acre residential neighborhood. This PUD Document describes the permitted land uses, development intent and development standards for the property to establish and enhance the envisioned community character of an interconnected community. The permitted uses, road network and pedestrian corridors will allow residents to live and recreate in an interconnected community. High Plains Estates will encompass a wide variety of residential housing types attractive to a variety of households. Housing may include single family detached homes, small lot single family homes, paired homes, single family attached or townhomes, cluster homes on auto courts and green courts. The intent is to provide a range of homes of various sizes and price points for a wide demographic. The housing types will be attractive to young professionals, first-time home buyers and young families through all stages of life with the opportunity to move into larger homes within the same community. The community will be cohesively planned, with consistent streetscapes, unified architecture, and pedestrian connectivity between community gathering features.

Features of the PUD include:
1. An interconnected public street system that are bicycle and pedestrian friendly. Collector and arterial streets will be tree lined with detached sidewalks. Trails are provided in open space areas that connect to public and private park amenities within each sub-neighborhood.
2. Homes facing the public streets and green courts will have interesting elevations that are engaging to the passerby thereby enhancing the pedestrian experience.
3. Common open space and parks provide areas for passive and active recreational opportunities.
4. Covenants, conditions, and restrictions will be provided to ensure cohesive architecture and landscaping throughout the neighborhood.

C. General Community Framework
Four Planning Areas are proposed in a four-square configuration with the east-west collector street and abandoned north-south gas line defining the boundaries of the four quadrants. Each planning area is unique based on the adjacent land uses and road network. The four Planning Areas will be unified into a cohesive neighborhood through internal connecting trail systems, parks and road network. A mix of residential types and lot sizes differentiate the four planning areas.

D. Site Design Details
Various design details shall provide a distinguishing character and theme to the neighborhood. These include distinctive fencing, thematic street furnishings, play equipment, entry features, street names, and landscaping. Each sub-neighborhood will reinforce the overall theme of High Plains Estates.

E. Covenants
Architectural design covenants shall provide a standard of quality throughout the neighborhood. High Plains Estates guidelines will complement the Town of Johnstown's design guidelines and will address the attractive placement of fencing, architectural variety and harmony, landscape requirements within private lots, and the prohibition of uses and construction that would undermine neighborhood quality and livability.

The community association or metro district will be responsible for covenant enforcement and for the maintenance of common areas and elements.

F. Neighborhood Compatibility
Compatibility with adjoining neighborhoods will be achieved through either similar residential types and appropriate buffering achieved by landscaping, fencing, and setback or a combination of the above.

2. General Notes

A. Introduction
The purpose of this section is to state general provisions and clarify standards and requirements for development within High Plains Estates.

B. Conflicts
The provisions of this ODP shall prevail and govern the development of the High Plains Estates PUD provided; however, where the provisions of this ODP do not clearly address a specific subject, the provisions of the Town of Johnstown Municipal Code as amended for the similar underlying Zone District shall apply,

C. Zoning
The proposed zoning for the property is PUD-R, Planned Unit Development Residential. The intent is to allow for medium density residential which will enable the development to provide of a variety of single family detached, single family attached homes, and cluster homes lot types.

D. Density Ranges
Residential density ranges are specified in each Planning Area. The permitted number of dwelling units and density shall be further specified at the time of Preliminary Plat and Preliminary Development Plan and Final Development Plan and Final Plat, if there were changes between preliminary design and final design due to engineering findings. There is no minimum density required in the Planning Areas.

E. Residential Density Transfer
Transfer of residential dwelling units from Planning Area to Planning Area (Maximum transfer of dwelling units may not exceed 30% of the receiving Planning Area cap density) is permitted. Transfer of units shall be tracked by the developer and a summary shall be provided at time of Final Plat for the Planning Area donating and the Planning Area receiving the transferred units.

Once a Planning Area is fully platted through the Final Plat process any remaining dwelling units as designated on the High Plains Estates ODP, shall remain available for transfer to another Planning Area per the 30% maximum provision as stated above. In no case shall the maximum density of the PUD exceed the total permitted units as specified on the ODP of 725 dwelling units.

F. Planning Area Boundaries
Planning Area acreages and boundaries are conceptual and subject to change with detailed planning and engineering. Planning Area acreages and boundaries may change up to 30%. Such changes will result in corresponding changes to the maximum number of dwelling units for the affected Planning Area(s). Such changes may also result in changes to all street classifications as shown in this ODP document.

NOTE:
CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

LAND USE SUMMARY

PLANNING AREA	ACREAGE	DENSITY RANGE	MAXIMUM DWELLING UNITS	% OF TOTAL
1	33.6	3 - 12 DU/AC	328	27%
2	28.1	3 - 5 DU/AC	131	23%
3	28.3	3 - 5 DU/AC	94	23%
4	30.2	3 - 7 DU/AC	172	24%
Veterens PKWY	0.9	N/A	N/A	1%
Total	121.1	N/A	725	100%

*NOTE: DENSITY TRANSFERS ARE PERMITTED AS PROVIDED IN NOTE 2E ON SHEET 3 OF 11 OF THIS ODP.

DEVELOPER
TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

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HIGH PLAINS ESTATES
JOHNSTOWN, CO
OUTLINE DEVELOPMENT PLAN
ODP ZONING PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

4902691 Pages: 4 of 11
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Carly Koppes, Clerk and Recorder, Weld County , CO

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

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TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

PARK, TRAILS, AND OPEN SPACE PLAN

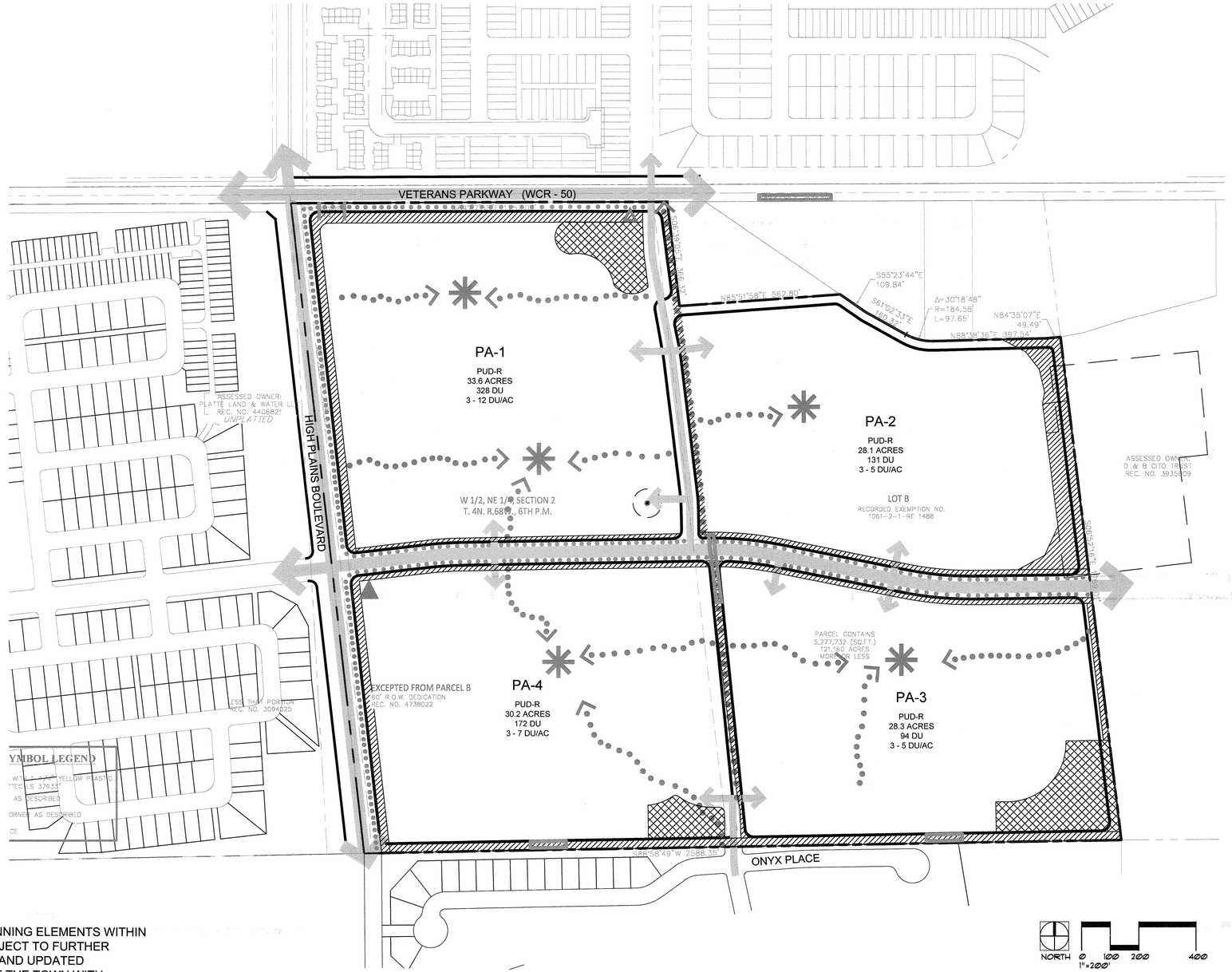
OPEN AREA, PARKS, AND PEDESTRIAN CONNECTIVITY

OPEN AREA

1. FOR THE PURPOSES OF THIS PUD, OPEN AREA SHALL BE PROVIDED AS REQUIRED BY THE TOWN OF JOHNSTOWN CODE AT TIME OF PLATTING
2. PARK/AMENITY LOCATIONS ARE CONCEPTUAL AND WILL BE FINALIZED AT THE TIME OF TIME PRELIMINARY AND FINAL PLATS AND PRELIMINARY AND FINAL DEVELOPMENT PLANS.

PEDESTRIAN CONNECTIVITY

1. DETACHED SIDEWALKS SHALL BE PROVIDED ALONG ALL PUBLIC STREETS.
2. TRAIL LINKAGES WILL ALSO BE PROVIDED WITHIN PORTIONS OF THE INTERNAL OPEN SPACE/PARK AREAS OF HIGH PLAINS ESTATES WITH A 6 OR 8-FOOT-WIDE PAVED TRAIL DEPENDING ON LOCATION. THE FOCUS OF THESE TRAIL CONNECTIONS WILL BE TO CONNECT MEANDERING WALKS ADJACENT TO ARTERIAL AND COLLECTOR STREETS TO THE SIDEWALK LINKAGES ALONG THE RESIDENTIAL AREAS AND INTO THE PARKS/OPEN SPACE AREAS. FINAL TRAIL LOCATIONS WILL BE DETERMINED AT TIME OF FINAL DEVELOPMENT PLAN AND FINAL PLAT.



LEGEND

- 6' - 8' PEDESTRIAN TRAIL
- DETACHED SIDEWALK
- PUBLIC OR PRIVATE PARK / AMENITY
- PRIMARY MONUMENT
- SECONDARY MONUMENT
- LANDSCAPE BUFFER / OPEN SPACE
- DETENTION

NOTE:
CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

DEVELOPER
TIM BUSCHAR
COLA, LLC / VIEW HOMES
719-306-2976

ENGINEER
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henry design group — Landscape Architecture • Planning • Entitlements
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REVISION DESCRIPTION	DATE
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3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PARKS, TRAILS, AND OPEN SPACE PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

4992691 Pages: 5 of 11
06/08/2023 04:22 PM R Fee:$113.00
Carly Koppes, Clerk and Recorder, Weld County , CO

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

DEVELOPMENT STANDARDS NOTES

A. Permitted Land Uses

Overall, residential neighborhood at a medium density is proposed for a range of 3 to 12 dwelling units per acre (DU/Ac) depending on the Planning Area. Land uses permitted within the High Plains PUD-R district include:

1. Traditional Single family detached homes; front and rear loaded homes.
2. Single family attached homes from 2 (paired home) to 6 attached units.
3. Cluster homes.
4. Green court homes.
5. Auto court homes.
6. Carriage homes.
7. Detached garages.
8. Accessory Dwelling Unit (ADU).

B. Definitions

1. *Single Family Detached Residential is defined as a* detached (freestanding and surrounded on all sides by open areas or yards) dwelling designed exclusively for occupancy by one family. Single family detached residential may be located on a fee simple lot or may be individual homes on a common lot.
2. *Single Family Attached/Townhome Residential is defined as* a dwelling containing two (2) to six (6) attached dwelling units, where each home is located side-by-side and totally separated from each other by an unpierced wall extending from ground to roof designed exclusively for occupancy by two or more families living independently of each other. Single family attached is typically on a common lot whereas a townhome sits on an individually owned lot for each dwelling. The different dwelling units are arranged on a side-by-side, rather than a stacked, configuration.
3. *Paired Home is defined as* two attached units sharing a common wall with separate entries and separate lots for each unit.
4. *Auto Court Home is defined as an* arrangement of single family attached or townhomes, single-family detached homes or paired homes sharing a common private access drive. Auto courts include relatively small areas of outdoor private space. The maximum length of a dead-end auto court shall be 150 feet or as permitted by fire code. An auto court private access drive shall gain access from an adjacent public street. Garages and driveways shall take access from the shared private access drive.
5. *Green Court is defined as a* form of development in which three or more single family attached, single family detached, or paired homes are arranged in a side by side lotting configuration and where the front door does not face a public or private street but instead faces a green court open space which acts as a communal front yard, is connected to a public street or private drive, and the development is oriented to direct pedestrian connectivity through the green courts rather than the street/alleys.
6. *Cluster Home* is any residential grouping of at least two (2) homes which access off a common/shared drive or alley. Cluster homes can be on individual lots or a common lot for all homes.
7. *Accessory Dwelling Unit (ADU)* is defined as a secondary dwelling unit located on the same lot as the primary dwelling unit and which functions as a fully capable dwelling unit with its own living, sleeping, cooking, and bathing facilities. The ADU typically has separate access and may be referred to as a "backyard cottage" or "mother-in-law unit" and counts toward the maximum density in the Planning Area. An ADU may be located above a detached garage.
8. *Carriage Unit* is defined as a single family dwelling located above a garage with separate access to the unit.

C. Development Standards Notes

1. Any housing type of a lower density may be developed within a higher density Planning Area as long as it follows the standards of the proposed use type.
2. Alley loaded single family residential may front on a collector or arterial street provided a buffer of 30-feet is provided.

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DESIGN GUIDELINES

1. Applicability
These guidelines are intended for use by builders, developers, residents, planners, architects, and engineers for the design and construction of High Plains Estates. These guidelines shall work in concert with the Town of Johnstown codes and guiding documents.

2. Architecture
The intent of the architecture within High Plains Estates is to provide homes, including single family detached homes, single family attached homes, and cluster homes of various architectural designs, colors, and articulation which are complementary to one another but not monotonous. The homes shall relate to the street and create diversity and variety along the streetscape. It is encouraged that the homes have a variety of private outdoor living spaces which may include patios, front porches, or balconies. The elevations shall reflect traditional Colorado styles and neighborhoods, while also allowing complimentary modern designs.

3. Community Design Elements
Community design elements will contribute to making High Plains Estates a quality community. These elements will include internal park amenity areas, connecting open space corridors, landscaped entry features and monumentation, appropriate lighting, pedestrian and bicycle circulation paths, street trees in the front yards of each home, uniform perimeter fencing, and other appropriate design features. The primary entry statement will be at the access point into the neighborhood from High Plains Boulevard and the secondary entry statement will be at Veterans Parkway. These areas will include an entry monument sign with landscaping to provide a pleasing presentation from the street and to announce arrival to the neighborhood. Tertiary monuments with a similar theme of the primary monuments are permitted at the entry to each sub-neighborhood.

4. Buffering

The relationship to the perimeter arterial streets as well as the collector streets will be very important to establish the arrival sequencing of the neighborhood. Therefore, the rear lot lines that abut these major exterior street frontages will be setback from the street right-of-way to provide additional landscape area and visual buffer, and to allow the adjacent sidewalk to meander slightly. This is intended to create an attractive exterior streetscape for this community.

5. Streetscapes

A. High Plains Estates entries will contain both signage and landscaping that tie into the overall development streetscape design. The land use plan Illustrates the major and secondary entries into the site.
B. In order to create an appropriate landscape along Veterans Parkway and High Plains Boulevard, large masses of trees and shrubs are required. Landscaping in the right-of-way (ROW) will be primarily drought tolerant turf or irrigated native seed. This treatment will transition to drifts of shrub/perennial beds and tree groupings that meander from just inside the row to the edge of landscape buffers and back. The goal is to avoid a straight-line treatment at the edge of the ROW. Trees, shrubs, ground covers, native grass, turf, and perennials are permitted to be planted within the public ROW and adjacent landscape buffers.
C. Walks will be detached and meander within the ROW and outside of the ROW into the landscape buffer if desired.
D. Medians will be planted in a similar fashion to the ROW landscaping or will be constructed of colored & stamped concrete.
E. Collector & arterial streets planting will be treated in a similar fashion in order to create a unified and significant streetscape image.
F. The streetscape design shall emphasize xeriscape principles and a unique look that sets High Plains Estates apart.
G. Arterial street landscape buffer: A 30' minimum landscape buffer shall be provided along Veterans Parkway and High Plains Boulevard.
H. Collector street landscape buffer: A 20' average landscape buffer shall be provided along the collector streets.
I. Sight distance lines: No planting over 30" in height shall occur within a sight distance lines. Refer to AASHTO requirements Regarding sight distance triangles.

6. Fencing

The fencing program for High Plains Estates will be consistent with a unified design theme throughout the neighborhood. All fencing will be determined at the time of Preliminary and Final Development Plan.

7. Signage

The intent of the signage within High Plains Estates is to create a unified sign program including primary monument signs, secondary, and tertiary signs announcing arrival into the overall community and sub neighborhoods. The signage shall incorporate the neighborhood theme including logo, name, color scheme, and materials as the unifying design elements. Signage locations and design shall be indicated at the time of Preliminary and Final Development Plan. All signage shall be permitted through the Town and in accordance with the Town's Sign Code.

8. Lighting

Lighting within High Plains Estates will include streetlights in accordance with Town of Johnstown Public Works requirements. Private lighting within the neighborhood shall consist of downcast varieties and shall not cast any glare on adjacent land uses or rights-of-way. Location, style, height, and function shall reinforce the neighborhood design theme. All lighting shall be indicated at the time of Preliminary and Final Plat and Preliminary and Final Development Plan.

PLANNED UNIT DEVELOPMENT – RESIDENTIAL DISTRICT (PUD – R) RESIDENTIAL DEVELOPMENT STANDARDS

PLANNING AREA	PA-1 Residential Medium	PA-2 Residential Medium	PA-3 Residential Medium	PA-4 Residential Medium	Johnstown Municipal Code	ACCESSORY USES AND DWELLING UNITS
Permitted Primary Land Use In addition to the uses as listed in the Use Regulations of the SF-1 and SF-2 Districts within the Town Municipal Code.	Single family detached-SFD (front and rear loading); Multi-story Single family attached/ Townhomes (3 – 6 dwelling units in a row - front and rear loading); Paired homes (front and rear loading); Auto court and Green court homes (all home types)	Single family detached (front and rear loading) Paired homes (front and rear loading)	Single family detached, Paired homes (front loading)	Single family detached (front and rear loading) Paired homes (front and rear loading)	SF – 1, SF – 2 and MF Districts	
Secondary Permitted Use	ADU	ADU	ADU	ADU		
Land Area (Acres)	33.6	28.1	28.3	30.2		
Permitted Gross Density -Maximum (Dwelling units per acre – DU/Ac)	12 DU/Ac	7 DU/Ac	5 DU/Ac	7 DU/Ac	Not addressed	
Permitted Gross Density – Minimum (Dwelling units per acre – DU/Ac)	3 DU/Ac	3 DU/Ac	3 DU/Ac	3 DU/Ac		
Maximum number of dwelling units**	328	131	94	172		
Minimum lot size	Front or rear loading SFD Fee simple lot: 3,000 SF SFA (Townhomes): Fee simple lot: 800 SF each lot Pairs: Fee simple lot: 1,800 SF lot each half Auto or Green Court (Fee simple lot): SFD: 1,800 SF: Pairs: 1,800 SF each half All types of homes, SFD, SFA, pairs and similar on a Common lot (not subdivided) – No minimum lot size	Front loading SFD Fee simple lot: 4,000 SF Rear loading SFD Fee simple lot: 3,000 SF (rear loading) Pairs: Fee simple lot:1,800 SF lot each half	Front loading SFD Fee simple lot: 6,500 SF f Pairs: Fee simple lot: 1,800 SF lot each half	Front or rear loading SFD Fee simple lot 6,500 SF for the first row of homes along the southern property line SFD Fee simple lot internal to PA-4 5,500 SF 3,000 SF for creative development options/alternate building types up to a maximum density of 7 DU/Ac. Must be located along the northern portion of the Planning Area adjacent to Water Birch Avenue Pairs Fee simple lot: 1,800 SF lot each half. Must be located along the northern portion of the Planning Area adjacent to Water Birch Avenue	SF-1: 6,000 SF SF-2: 4,500 SF	Per the Johnstown Municipal Code
Minimum Lot frontage as measured at the building setback for homes on a public street, private drive, auto court or green court for Fee Simple lots	Front loading SFD: 34 ft SFA: 22 ft Pairs: 25 ft. each half Auto or Green Court: SFD 28 ft: Pairs: 22 ft Rear loading SFD: 35 ft SFA:16 ft Pairs: 25 ft each half Auto or Green Court SFD: 28 ft: Pairs: 25 ft	Front loading SFD: 35 ft Pairs: 25 ft. each half Rear loading SFD: 35 ft Pairs: 25 ft each half	Front loading SFD: 50 ft Pairs: 25 ft each half	Front loading SFD: 50 ft Pairs: 25 ft each half Rear loading SFD: 35 ft Pairs: 25 ft each half	Not addressed	
Maximum Building Height	35 ft	35 ft	35 ft	35 ft	35 ft	
Minimum Building Setbacks						
Front – To face of front-loaded garage from back of walk or pavement edge of private drive	20 ft	20 ft	20 ft	20 ft	Minimum setback of 20-feet Minimum offset is 5- feet	
Front – To primary structure or covered porch; side or rear loading garage from property line or pavement edge of private drive	10 ft	10 ft	10 ft	10 ft		
Front – Auto Court as measured from property line or pavement edge of private drive	6 ft to primary structure or covered porch 20 ft to face of garage	NA	NA	NA		
Rear – No alley – to Property Line	10 ft	15 ft	15 ft	15 ft 20-ft adjacent to Rocksbury Ridge		
Rear – From alley to garage - minimum	5 ft	NA	NA	5 ft		
	Building/garage setbacks from the alley/private drive shall be less than 7 feet or 20 feet					
Side – Interior lot line SFD	3 ft	5 ft	5 ft	3 ft		
Side – Interior lot SFA/Pairs	0 ft on attached side 3 ft on external side	0 ft on attached side 5 ft on external side	0 ft on attached side 5 ft on external side	0 ft on attached side 5 ft on external side		
Side – Corner side from Alley or ROW	10 ft	10 ft	10 ft	10 ft		
Building Separation Fee Simple Lots: 10 feet ft						
Building Separation - all home types on a common lot						
Front to Front	20 ft				Not addressed	
Front to Side	10 ft					
Side to Side	6 ft					
Front to Back	15 ft					
Back to Back	15 ft					
Back to Side	6 ft					
Perimeter buffer adjacent the large lot homes		15-foot tract for drainage, landscape, and Harry Ditch lateral				

Encroachments permitted into Setbacks

- Encroachments of up to two (2) feet are allowed into setbacks for roof eaves/overhangs, cantilevered window boxes brick ledges, bay/box windows, fireplaces/chimneys and entertainment center bump outs.
- Encroachments of up to three (3) feet are allowed into setbacks for window wells, stoops, counterforts and like features of the structure. Ramps for handicap accessibility may encroach as needed.
- Stairs or steps from the home may encroach to the back of sidewalk outside of the private lot and including encroachments into public rights of way.
- Uncovered or unenclosed patios and decks at less than 30-inches above ground level may encroach into any setback a maximum of five (5) feet may not encroach into easements without consent of the easement holder.
- Uncovered or unenclosed patios and decks greater than 30-inches above grade may encroach into the rear yard setback only a maximum of seven (7) but may not encroach into easement without the consent of the easement holder.

Parking	Number of required spaces shall be per the Town of Johnstown Municipal Code. Guest parking may include on-street or off-street parking. Tandem garages and driveway aprons are permitted	2 spaces per dwelling unit	
Parks and Open Space	As required by the Town of Johnstown Code at time of platting		

****Density transfers are permitted as provided for in Note 2E on Sheet 3 of 11 of this ODP.**

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COLA, LLC / VIEW HOMES
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HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
ODP DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

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A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
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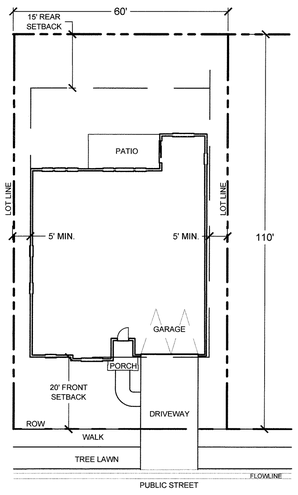
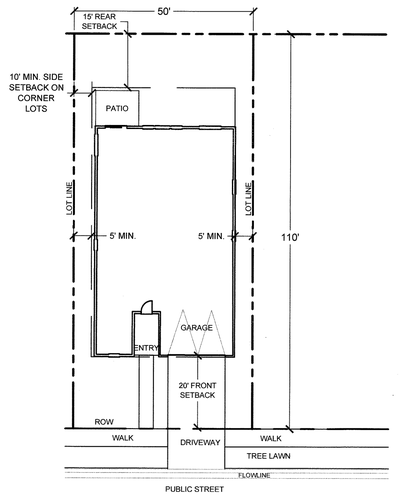
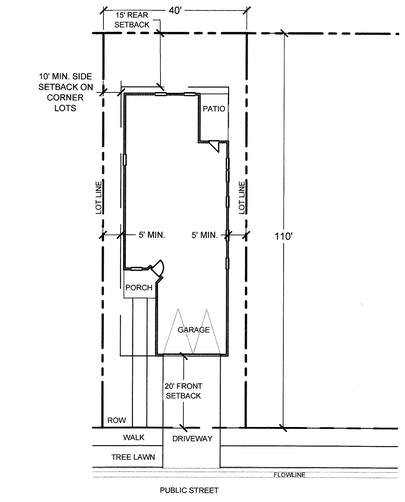
LOT TYPICALS



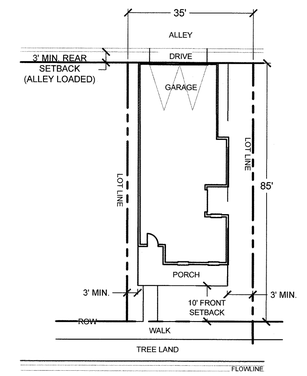
50' SINGLE FAMILY DETACHED
FRONT LOADED 60' LOT TYPE



40' SINGLE FAMILY DETACHED
FRONT LOADED 50' LOT TYPE

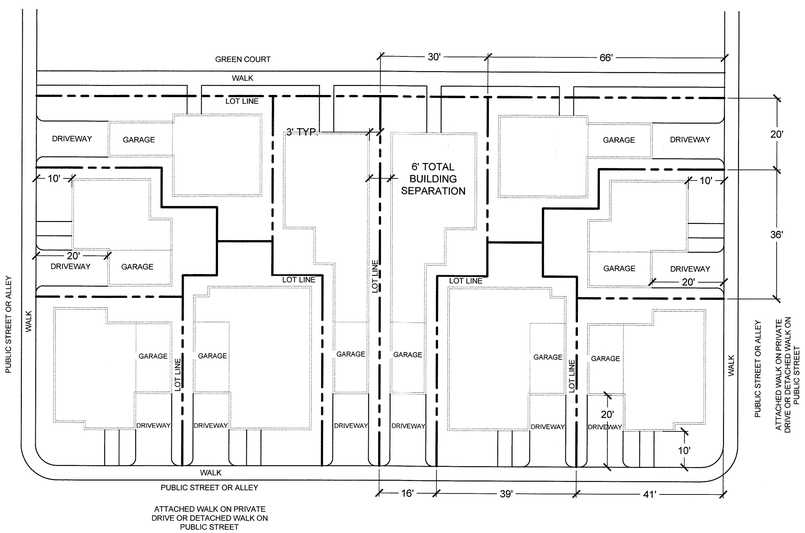


30' SINGLE FAMILY DETACHED
FRONT LOADED 40' LOT TYPE

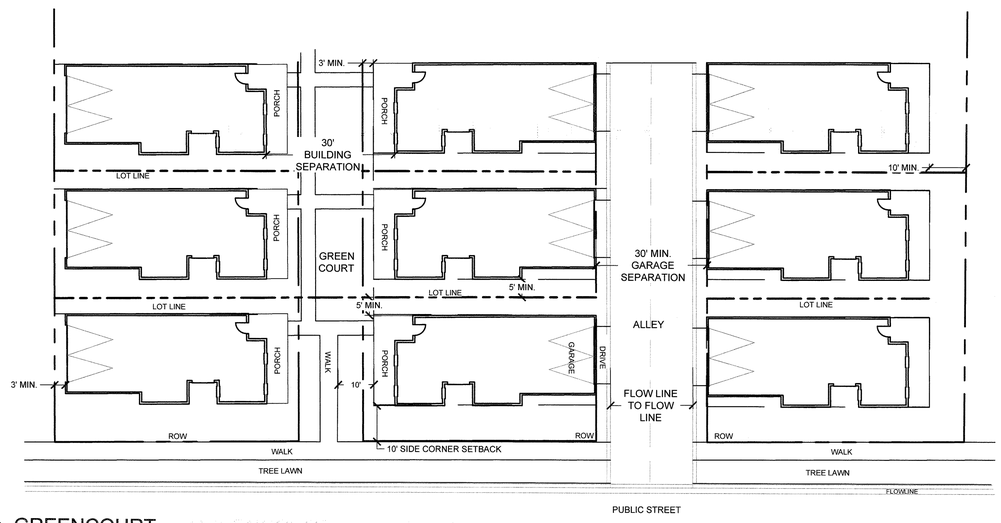


*10' MINIMUM DISTANCE BETWEEN STRUCTURES

SINGLE FAMILY DETACHED 'NOOK'
ALLEY LOADED 35' LOT TYPE



CLUSTER HOMES



GREENCOURT

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HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN- LOT TYPICALS

DESIGNED BY: AK
DRAWN BY: AK
CHECKED BY: KZH

SHEET
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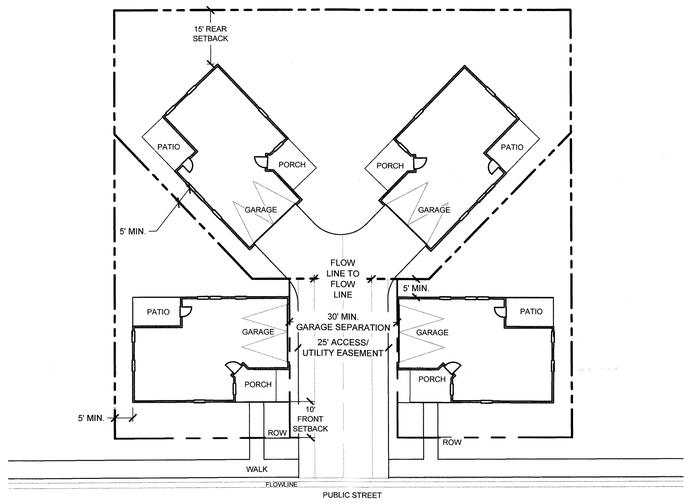
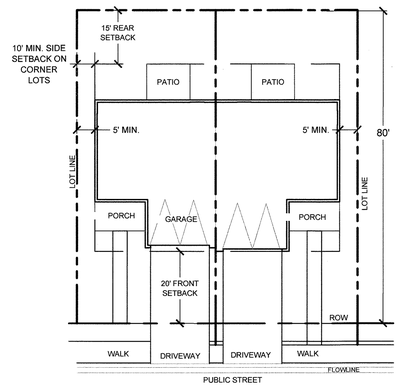
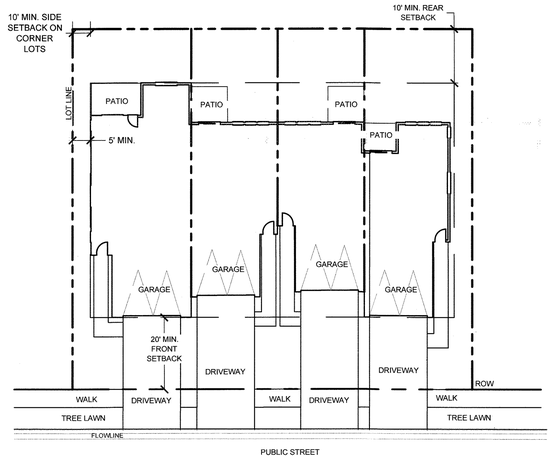


AUTO COURT

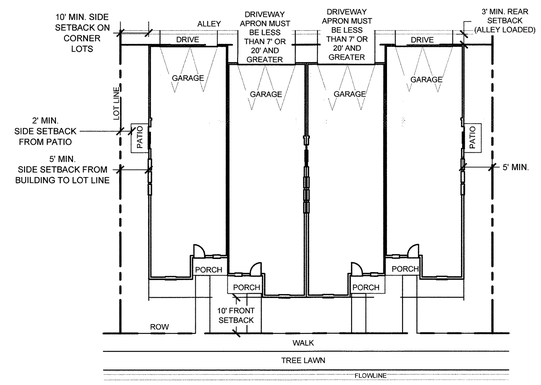


PAIRED HOME
FRONT LOADED

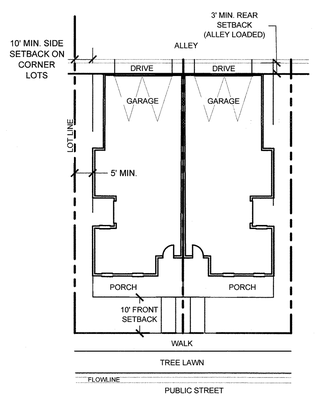
HIGH PLAINS ESTATES – PRELIMINARY LOT MIX			
Typical Lot Frontage	Lot Size	Home Type	Estimated Number of Dwelling Units
60-feet	6,000 SF and greater	SFD	94
50-feet	5,000 SF	SFD	107
40-feet	4,000 SF	SFD	131
35-feet- rear load	3,000 SF	SFD	121
25-feet- rear load 30-feet front load	2,000 SF 2,400 SF	Pairs	272
20-feet	1,320 SF	Cluster	
22-feet	1,760 SF	Townhomes	
Max Number of Dwelling Units			725



TOWNHOME- SINGLE FAMILY ATTACHED
FRONT LOADED FOUR PLEX



TOWNHOME- SINGLE FAMILY ATTACHED
ALLEY LOADED FOUR PLEX



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ALLEY LOADED

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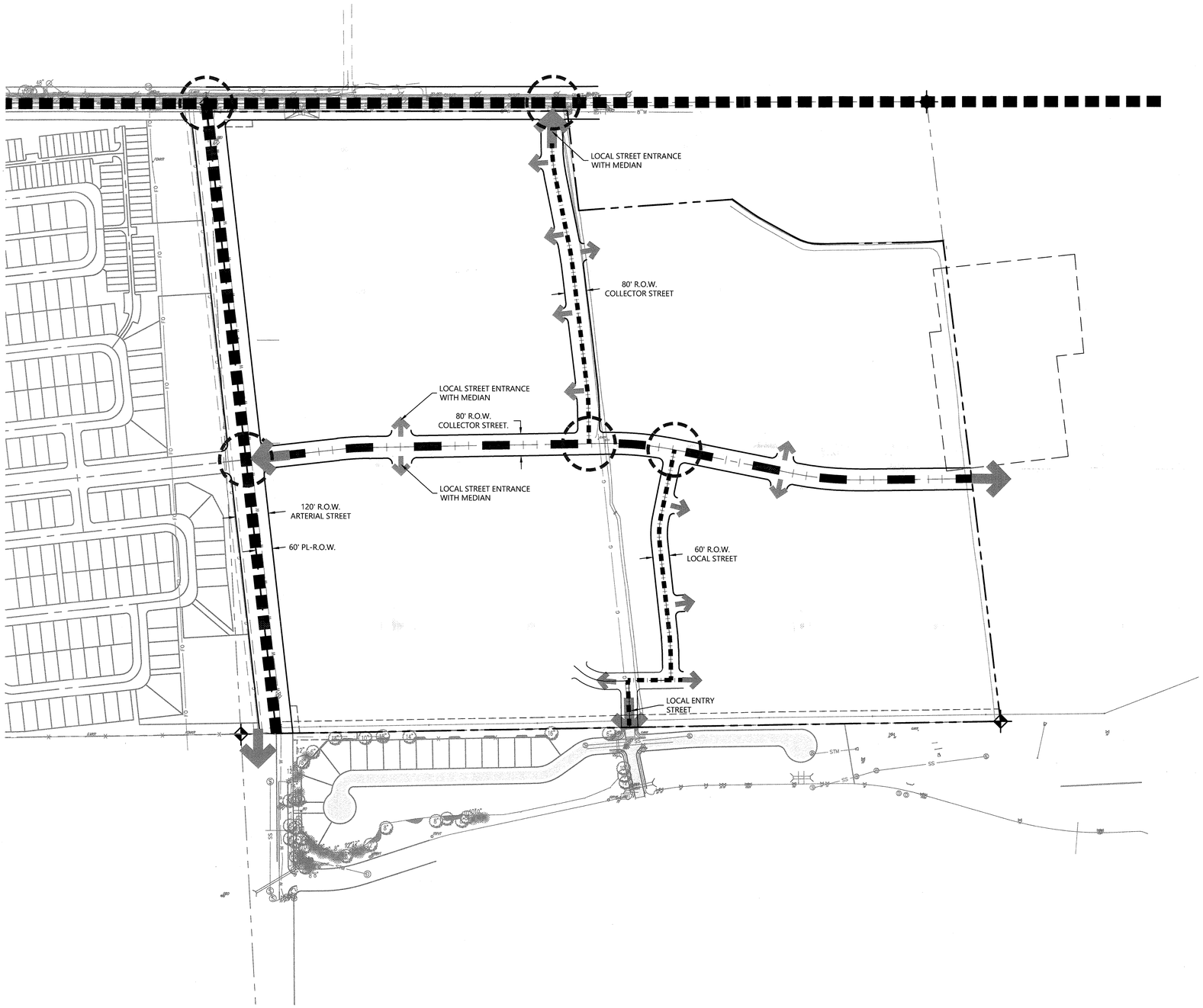

LEGEND

- Major Arterial
- Collector
- Local
- Access
- FULL MOVEMENT INTERSECTION

CONCEPTUAL NOTES:

1. TOWN APPROVED TRAFFIC CALMING STUDIES AND ENGINEERING PLANS WILL DICTATE FINAL STREET CLASSIFICATIONS AND INTERSECTION CONFIGURATIONS.
2. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

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200 0 100 200
SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture • Planning • Entitlements

COLA Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
CIRCULATION PLAN & TYP. SECTIONS

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

SHEET
8 OF 11

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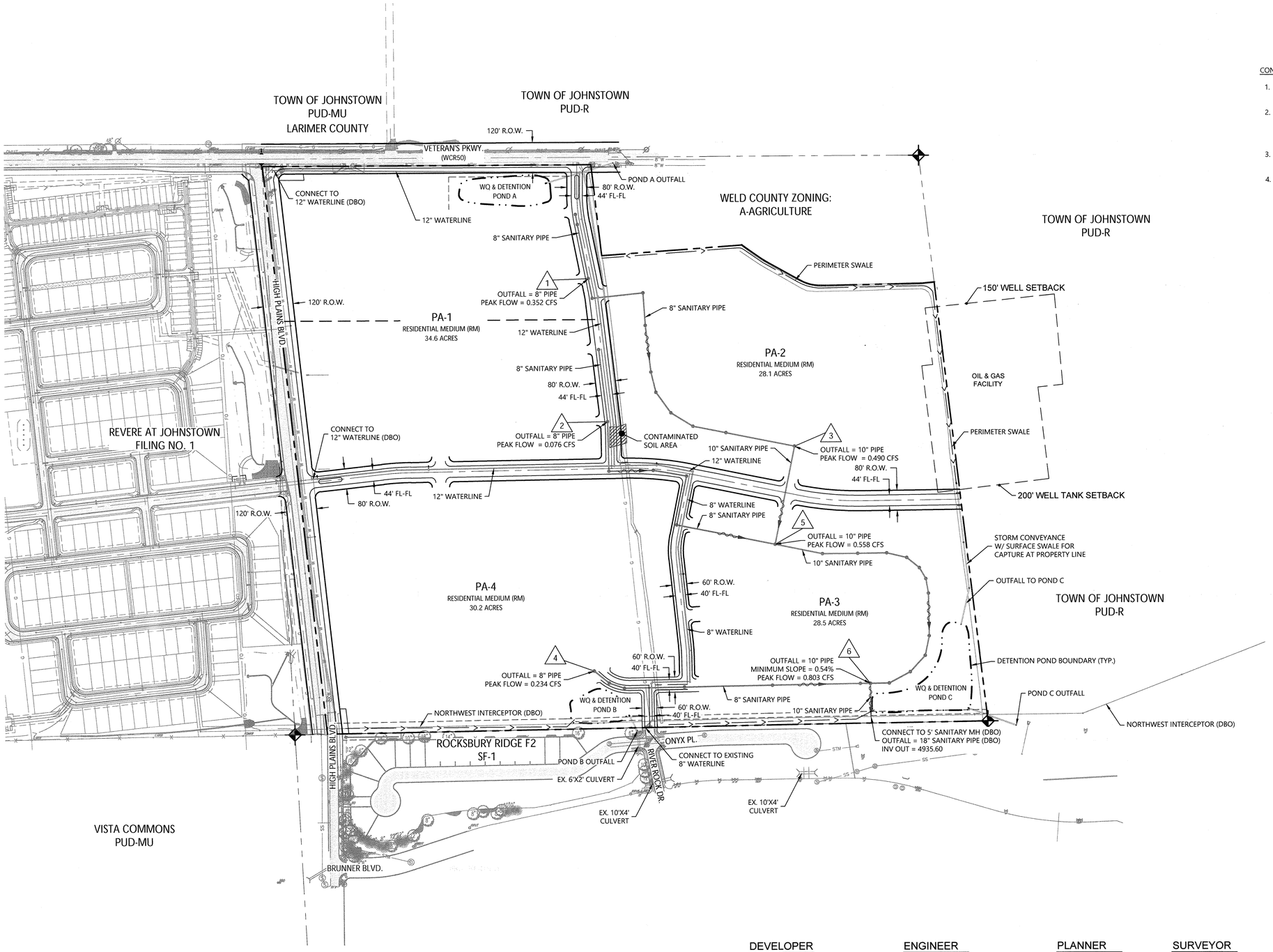
Carly Koppes, Clerk and Recorder, Weld County , CO

HIGH PLAINS ESTATES OUTLINE DEVELOPMENT PLAN

AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

A PARCEL LOCATED IN THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO



LEGEND

- Property Line
- Right of Way Line
- Centerline
- Sanitary Basin Boundary
- Storm Sewer Line
- Water Line
- Sanitary Sewer Line
- Sanitary Sewer Flow Arrow
- Design Point

CONCEPTUAL NOTE:

1. ALL UTILITIES SHALL BE DESIGNED TO MEET TOWN STANDARDS.
2. ALL WATER INFRASTRUCTURE UTILIZED TO SUPPORT THE DEVELOPMENT OF HIGH PLAINS ESTATES IS OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN.
3. INFRASTRUCTURE BEING DESIGNED BY OTHERS IS LABELED 'DBO'.
4. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

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SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture • Planning • Entitlements
COLA — Colorado Land Acquisition
LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY UTILITY PLAN

DESIGNED BY: DKH
DRAWN BY: WWB
CHECKED BY: ROC

SHEET
9 OF 11

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Carly Koppes, Clerk and Recorder, Weld County , CO

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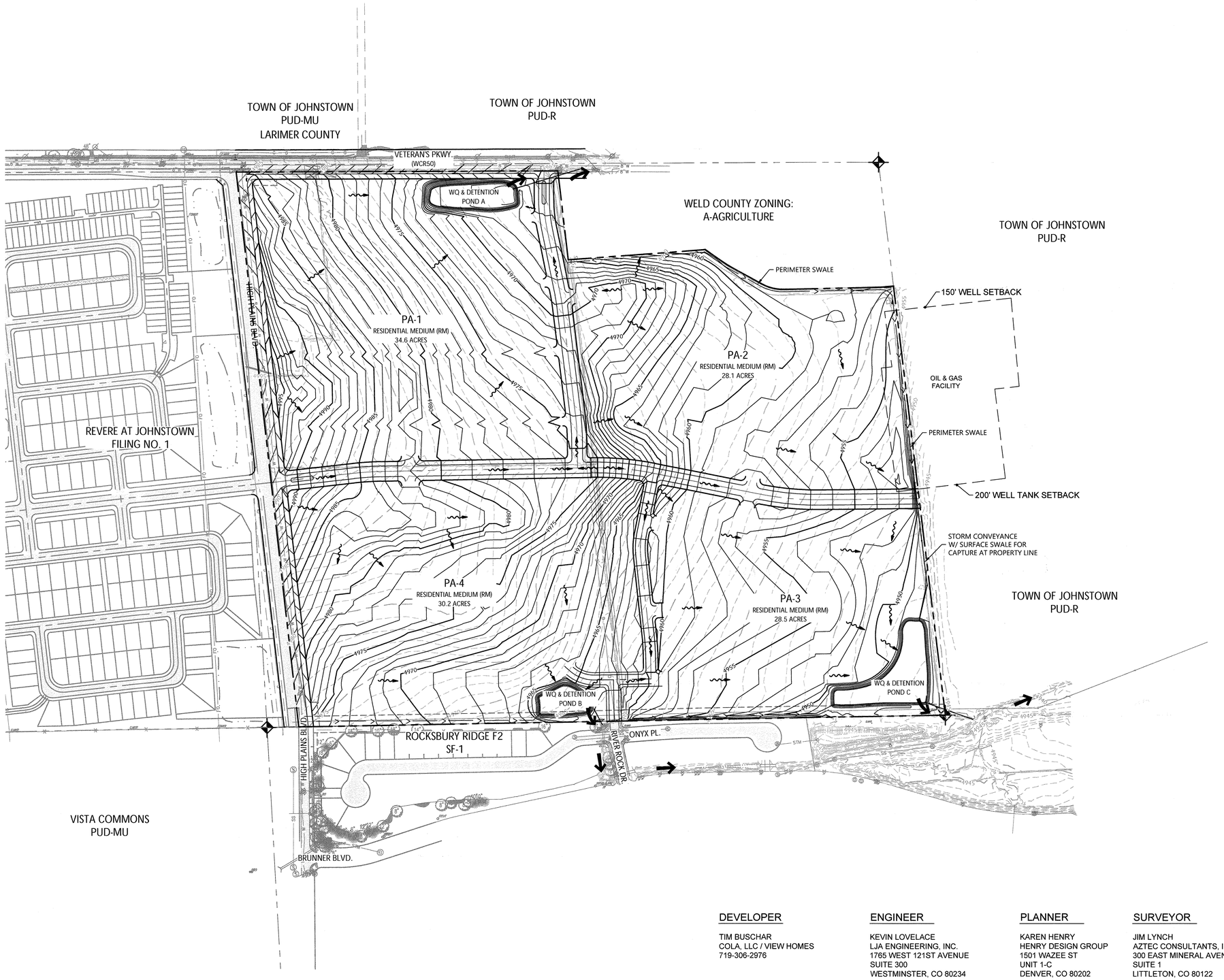

LEGEND

- Proposed Major Contour
- Proposed Minor Contour
- Existing Major Contour
- Existing Minor Contour
- Drainage Flow Arrow
- Pond Outfall Arrow

CONCEPTUAL NOTES:

1. CONCEPTUAL PLANNING ELEMENTS WITHIN THIS ODP ARE SUBJECT TO FURTHER DETAILED REVIEW AND UPDATED REQUIREMENTS OF THE TOWN WITH SUBSEQUENT SUBMITTALS FOR DEVELOPMENT AND CONSTRUCTION PLANS. THESE ELEMENTS ARE INCLUDED TO ILLUSTRATE FEASIBILITY OF THE SITE FOR THE PROPOSED LEVEL OF DEVELOPMENT AND PRESENT HIGH LEVEL DEVELOPMENT CONCEPTS ONLY.

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200 0 100 200
SCALE
1 inch = 200 ft.

henry design group — Landscape Architecture + Planning + Entitlements

COLA — Colorado Land Acquisition

LJA ENGINEERING

REVISION DESCRIPTION	DATE

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
PRELIMINARY GRADING PLAN

DESIGNED BY: DKH
DRAWN BY: DKH
CHECKED BY: ROC

SHEET
10 OF 11

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AMENDMENT NO. 1 TO KLEIN 125 ANNEXATION OUTLINE DEVELOPMENT PLAN

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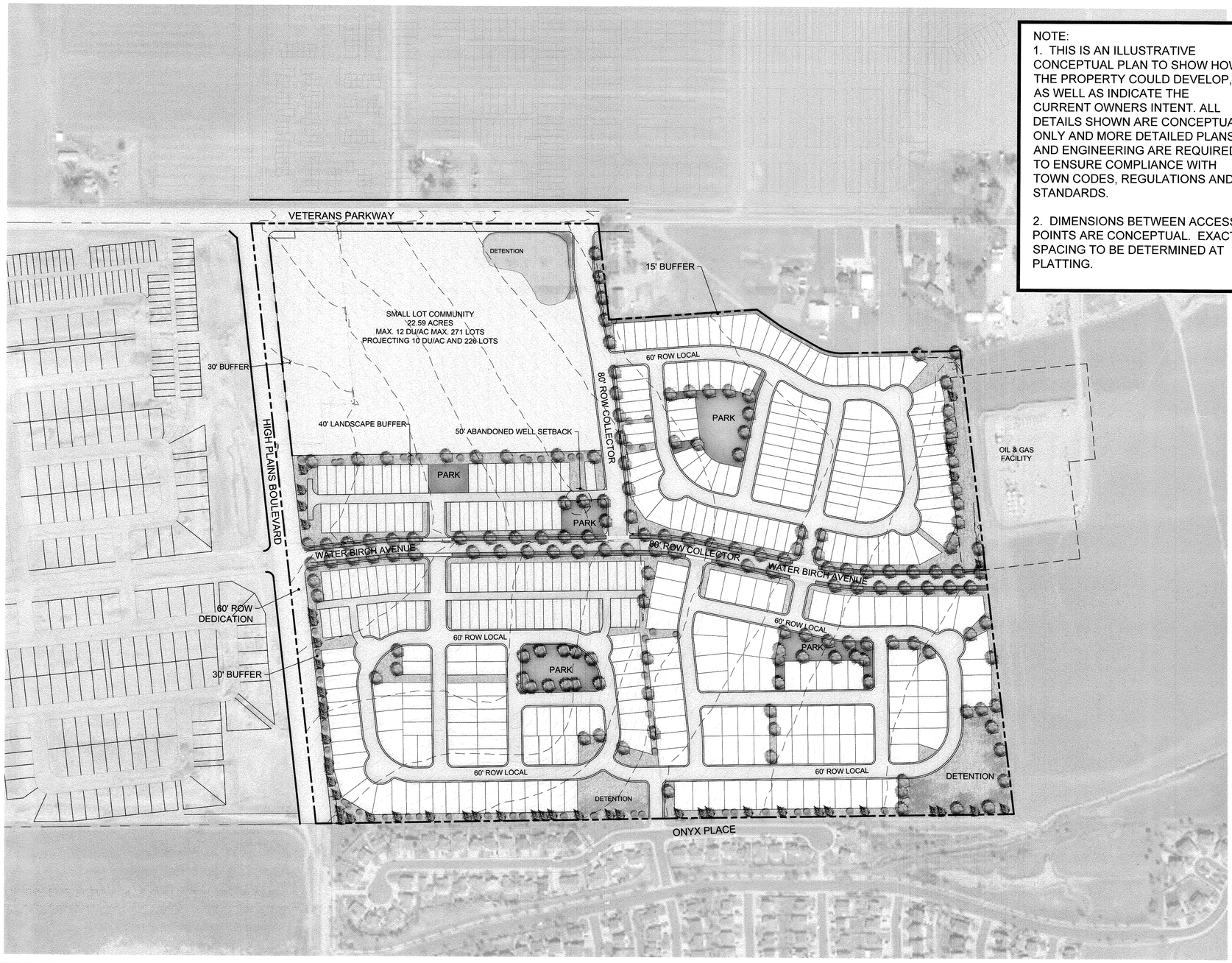
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
COUNTY OF WELD, STATE OF COLORADO

CONCEPTUAL SITE PLAN



NOTE:
1. THIS IS AN ILLUSTRATIVE CONCEPTUAL PLAN TO SHOW HOW THE PROPERTY COULD DEVELOP, AS WELL AS INDICATE THE CURRENT OWNERS INTENT. ALL DETAILS SHOWN ARE CONCEPTUAL ONLY AND MORE DETAILED PLANS AND ENGINEERING ARE REQUIRED TO ENSURE COMPLIANCE WITH TOWN CODES, REGULATIONS AND STANDARDS.

2. DIMENSIONS BETWEEN ACCESS POINTS ARE CONCEPTUAL. EXACT SPACING TO BE DETERMINED AT PLATTING.

NOTE:
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NORTH 0 100 200 400
1" = 200'

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LJA ENGINEERING

REVISION DESCRIPTION	DATE
2ND ODP SUBMITTAL	10-20-2022
3RD ODP SUBMITTAL	12-20-2022
4TH ODP SUBMITTAL	01-27-2023

HIGH PLAINS ESTATES
JOHNSTOWN, CO

OUTLINE DEVELOPMENT PLAN
ODP ILLUSTRATIVE CONCEPT PLAN

DESIGNED BY: AR
DRAWN BY: AR
CHECKED BY: KZH

SHEET
11 OF 11

TRAFFIC IMPACT STUDY

For

Blue Sky Prairie
Weld County, Colorado

January 2024

Prepared for:

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555 Middle Creek Parkway, Suite 500
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Prepared by:

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24-122074

Table of Contents

I. Introduction 1

Project Overview 1
Study Area 1
Site Description 1
Existing and Committed Surface Transportation Network 4

II. Existing Traffic Conditions 6

Peak Hour Intersection Levels of Service – Existing Traffic 8
Existing Traffic Analysis Results 8

III. Future Traffic Conditions Without Proposed Development 10

Background Traffic Signal Warrant 11
Peak Hour Intersection Levels of Service – Background Traffic 14
Background Traffic Analysis Results – Year 2026 15
Background Traffic Analysis Results – Year 2044 16

IV. Proposed Project Traffic 18

Trip Generation 18
Adjustments to Trip Generation Rates 19
Trip Distribution 19
Trip Assignment 19

V. Future Traffic Conditions With Proposed Developments 21

VI. Project Impacts 24

Peak Hour Intersection Levels of Service – Total Traffic 24
Total Traffic Analysis Results Upon Development Build-Out 26
Auxiliary Lane Analysis 28

VII. Conclusion 29

List of Figures

Figure 1 – Location....2
Figure 2 – Conceptual Site Plan....3
Figure 3 – Existing Traffic Volumes & Intersection Geometry....7
Figure 4 – Background Traffic Volumes & Intersection Geometry – Year 2026....12
Figure 5 – Background Traffic Volumes & Intersection Geometry – Year 2044....13
Figure 6 – Distribution and Site-Generated Assignment....20
Figure 7 – Total Traffic Volumes & Intersection Geometry – Year 2026....22
Figure 8 – Total Traffic Volumes & Intersection Geometry – Year 2044....23

List of Tables

Table 1 – Intersection Capacity Analysis Summary – Existing Traffic....8
Table 2 – Intersection Capacity Analysis Summary – Background Traffic – Year 2026....14
Table 3 – Intersection Capacity Analysis Summary – Background Traffic – Year 2044....16
Table 4 – Trip Generation Rates....18
Table 5 – Trip Generation Summary....18
Table 6 – Intersection Capacity Analysis Summary – Total Traffic – Year 2026....25
Table 7 – Intersection Capacity Analysis Summary – Total Traffic – Year 2044....26

Appendices

APPENDIX A TRAFFIC COUNT DATA
APPENDIX B LEVEL OF SERVICE DEFINITIONS
APPENDIX C CAPACITY WORKSHEETS
APPENDIX D WARRANT ANALYSIS FORMS
APPENDIX E VISTA COMMONS PRELIMINARY TRIP GENERATION

I. Introduction

Project Overview

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Blue Sky Prairie.

This proposed development consists of a residential subdivision including a mix of single-family and multifamily housing. The development is located on the south side of E County Road 14 and east of High Plains Boulevard in Weld County, Colorado.

Study Area

The study area to be examined in this analysis encompasses High Plains Boulevard between E County Road 14 and State Highway 60, and E Count Road 14 from I-25 Frontage Road to High Plains Boulevard, as well as the proposed site access drives.

Figure 1 illustrates location of the site and study intersections.

Site Description

Land for the development is currently vacant and surrounded by a mix of residential, agricultural, and open space land uses. The proposed development is understood to entail the new construction of a residential subdivision supporting as many as 226 multifamily dwelling units, and 401 single-family detached dwelling units.

Proposed access to the development is primarily provided at the following locations: one full-movement access onto High Plains Boulevard (referred to as Access A), and one full-movement access onto E County Road 14 (referred to as Access B). Additional access to the development area also includes connection to Onyx Place via extension of River Rock Drive, as well as future connection to the east. However, for analysis purposes said access locations were not directly analyzed given their internal nature to the overall residential development area and the conceptual nature of the site plan. Internal access operations are expected to provide levels of service equal to or better than those of the adjacent major study intersections.

For purposes of this study, it is anticipated that development construction would be completed by end of Year 2026. General site and access locations are shown on Figure 1. A conceptual site plan, as prepared by Henry Design Group, is shown on Figure 2. This plan is provided for illustrative purposes only.

BLUE SKY PRAIRIE
Traffic Impact Study

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 1
SITE LOCATI

January 2

BLUE SKY PRAIRIE
Traffic Impact Study

SM ROCHA, LLC
Traffic and Transportation Consultants

Figure 2
CONCEPTUAL SITE PL

January 2
Pag

Existing and Committed Surface Transportation Network

Within the study area, High Plains Boulevard is the primary roadway that will accommodate traffic to and from the proposed development. The secondary roadways include E County Road 14, State Highway 60, Brunner Boulevard, I-25 Frontage Road, and River Rock Drive.

High Plains Boulevard is a north-south arterial roadway having between two to four through lanes (one to two lanes in each direction) with a combination of shared and exclusive turn lanes at the intersections within the study area. High Plains Boulevard provides a posted speed limit of 35 MPH. High Plains Boulevard currently ends at E County Road 14 and is anticipated to be extended north of E County Road 14 upon continued area development.

E County Road 14 is an east-west arterial roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersections within the study area. E County Road 14 provides a posted speed limit of 55 MPH. E County Road 14 becomes State Highway 60 west of I-25 Frontage Road.

State Highway 60 is an east-west state roadway having two through lanes (one lane in each direction) with exclusive turn lanes at the intersection within the study area. The Colorado Department of Transportation (CDOT) categorizes State Highway 60 as a Non-Rural Principal Highway (NR-A) and provides a posted speed limit of 55 MPH.

Brunner Boulevard is an east-west collector roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersection within the study area. Brunner Boulevard provides a posted speed limit of 25 MPH.

I-25 Frontage Road is a north-south state roadway having two through lanes (one lane in each direction) with shared turn lanes at the intersection within the study area. I-25 Frontage Road provides a posted speed limit of 55 MPH. I-25 Frontage Road is currently closed between E County Road 14 and State Highway 60 pursuant to CDOT's I-25 North Express Lanes Berthoud to Johnstown Project and is not anticipated to reopen in the future.

River Rock Drive is a north-south local roadway having two through lanes (one lane in each direction) with shared turn lanes at intersections within the existing adjacent subdivision. River Rock Drive does not provide a posted speed limit. However, based on the roadway classification, it is assumed to provide a posted speed limit of 25 MPH.

All study intersections operate under a stop-controlled condition. A stop-controlled intersection is defined as a roadway intersection where vehicle rights-of-way are controlled by one or more "STOP" signs.

Pursuant to the North I-25 Parallel Arterial Study (NIPA)[1], High Plains Boulevard is expected to be widened to a four-lane arterial roadway upon full build-out. However, the NIPA study does not indicate when this improvement may occur, and it is anticipated that ongoing area development will serve as the primary factor in determining when construction of specific sections of High Plains Boulevard will be necessary. For purposes of this analysis, it is assumed this improvement will be completed by Year 2044. Completion of additional extensions to High Plains Boulevard both north of E County Road 14 and south of State Highway 60 are expected to be completed pursuant to ongoing adjacent development plans. Further details regarding known planned development within the area is provided in Section III.

Additionally, pursuant to adjacent development plans, it is anticipated that State Highway 60 will also be widened to a four-lane cross section. However, no specific timing plans for implementation are known. Therefore, this improvement is also assumed to be completed by Year 2044.

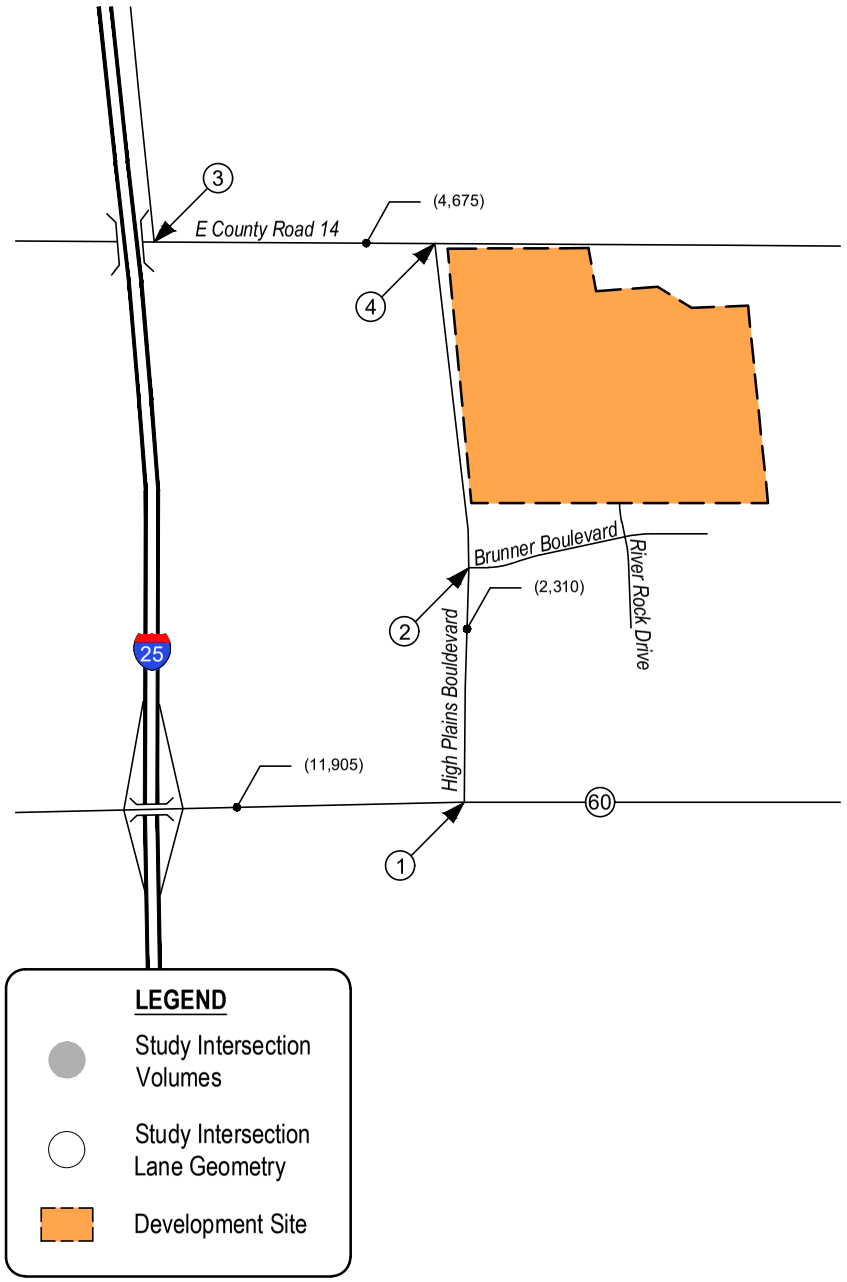
No other improvements for the above-described roadways are known to be planned or committed at this time, and it is anticipated that additional improvements will be site dependent as area development continues to provide a need for specific mitigation measures.

[1] North I-25 Parallel Arterial Study, Cambridge Systematics, Inc., April 2020.

II. Existing Traffic Conditions

Morning (AM) and afternoon (PM) peak hour traffic counts were collected at the intersections of High Plains Boulevard with State Highway 60, Brunner Boulevard, and E County Road 14, as well as the E County Road 14 intersection with I-25 Frontage Road. Average daily traffic (ADT) volumes were collected over a 24-hour period on High Plains Boulevard, State Highway 60, and E County Road 14. Counts were collected on Wednesday, January 10, 2024, with AM peak hour counts being collected during the period of 7:00 a.m. to 9:00 a.m. and PM peak hour counts being collected during the period of 4:00 p.m. to 6:00 p.m.

Existing volumes and intersection geometry are shown on Figure 3. Traffic count data is included for reference in Appendix A.



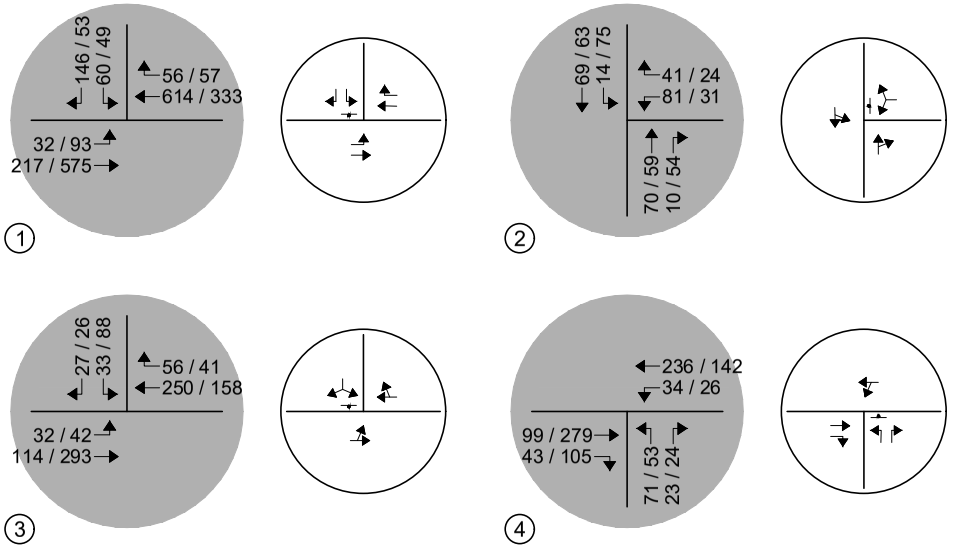


Figure 3
EXISTING TRAFFIC
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Tra

Peak Hour Intersection Levels of Service – Existing Traffic

The Signalized and Unsignalized Intersection Analysis techniques, as published in the Highway Capacity Manual (HCM), 6th Edition, by the Transportation Research Board and as incorporated into the SYNCHRO computer program, were used to analyze the study intersections for existing and future traffic conditions. These nationally accepted techniques allow for the determination of intersection level of service (LOS) based on the congestion and delay of each traffic movement.

Level of service is a method of measurement used by transportation professionals to quantify a driver's perception of travel conditions that include travel time, number of stops, and total amount of stopped delay experienced on a roadway network. The HCM categorizes level of service into a range from "A" which indicates little, if any, vehicle delay, to "F" which indicates a level of operation considered unacceptable to most drivers. These levels of service grades with brief descriptions of the operating condition, for unsignalized and signalized intersections, are included for reference in Appendix B and have been used throughout this study.

The level of service analyses results for existing conditions are summarized in Table 1.

Intersection capacity worksheets developed for this study are provided in Appendix C.

Table 1 – Intersection Capacity Analysis Summary – Existing Traffic

INTERSECTION LANE GROUPS	LEVEL OF SERVICE AM PEAK HOUR	 PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	A
Southbound Left	C	D
Sounthbound Right	C	B
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left and Through	A	A
Southbound Left and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left	B	B
Northbound Right	A	B

Key: Stop-Controlled Intersection: Level of Service

Existing Traffic Analysis Results

Under existing conditions, operational analysis shows that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS C during the morning peak traffic hour and LOS D or better during the afternoon peak traffic hour.

The unsignalized intersection of High Plains Boulevard with Brunner Boulevard has turning movement operations at LOS B or better during both the morning and afternoon peak traffic hours.

The unsignalized intersection of E County Road 14 with I-25 Frontage Road has turning movement operations at LOS B or better during both the morning and afternoon peak traffic hours.

The unsignalized intersection of E County Road 14 with High Plains Boulevard has turning movement operations at LOS B or better during both the morning and afternoon peak traffic hours.

III. Future Traffic Conditions Without Proposed Development

Background traffic is the traffic projected to be on area roadways without consideration of the proposed development. Background traffic includes traffic generated by development of vacant parcels in the area.

To account for projected increases in background traffic for Years 2026 and 2044, a compounded annual growth rate was determined using historical traffic data provided by CDOT's Online Transportation Information System (OTIS) along the adjacent segment of State Highway 60, which anticipates a 20-year growth rate of approximately two percent. Therefore, a growth rate of two percent was applied to existing traffic volumes. This annual growth rate provides for a conservative analysis and is assumed to account for regional growth projections and the level of in-fill development expected within the area.

To account for projected traffic from adjacent developments not yet built, trip generations from the following traffic studies were added to background traffic volumes:

- Revere at Johnstown, Filing No. 1[2]
- Revere North[3]
- Ledge Rock Center[4]

Additionally, preliminary trip generation estimates for the future Vista Commons development, as provided by Rollins Consult LLC, were also added to background traffic volumes. Vista Commons trip generation used is included for reference in Appendix E.

Pursuant to the area roadway improvements discussed in Section I, Year 2026 background traffic conditions assume the extension of High Plains Boulevard south of State Highway 60 as well as the extension of I-25 Frontage Road south of E County Road 14 as part of the adjacent developments. Additionally, High Plains Boulevard and State Highway 60 assume four-lane cross sections by Year 2044, and the extension of High Plains Boulevard north of E County Road 14 as part of the adjacent Revere North development. These assumptions are considered to be consistent with the adjacent traffic studies.

[2] Revere at Johnstown, Filing No. 1 Transportation Impact Study, Delich Associates, September 2020.
[3] Revere North Transportation Impact Study, Delich Associates, April 2022.
[4] Ledge Rock Center Traffic Impact Study, Sustainable Traffic Solutions, Inc., October 13, 2021.

Background Traffic Signal Warrant

A signal warrant analysis, using Year 2026 and 2044 background traffic volumes, was conducted for the State Highway 60 intersection with High Plains Boulevard in order to review potential for traffic signal control. Year 2026 Analysis results conclude that the study intersection was found to be above the minimum vehicle volumes required to meet Warrant 3 – Peak Hour, from the Manual on Uniform Traffic Control Devices (MUTCD), for the installation of a traffic signal. It is noted however that warrants performed in previous traffic studies for adjacent developments did not anticipate signalization by Year 2026 and it is considered likely that actual timing for signal installation will be dependent on the various ongoing adjacent developments in addition to Blue Sky Prairie. As such, the State Highway 60 and High Plains Boulevard intersection analysis remained a stop-controlled condition for Year 2026 but is assumed to be signalized by Year 2044. Warrant study worksheets are provided for reference in Appendix D.

Warrant 3 is intended for use at locations where traffic conditions are such that for a minimum of one hour on an average day, the minor-street (High Plains Boulevard) traffic suffers undue delay when entering or crossing the major street (State Highway 60). This assumption provides for a conservative analysis. Said study intersection should be monitored further by CDOT and County Staff as area development occurs to determine when signalization installation is appropriate.

Projected background traffic volumes and intersection geometry for Years 2026 and 2044 are shown on Figure 4 and Figure 5, respectively.

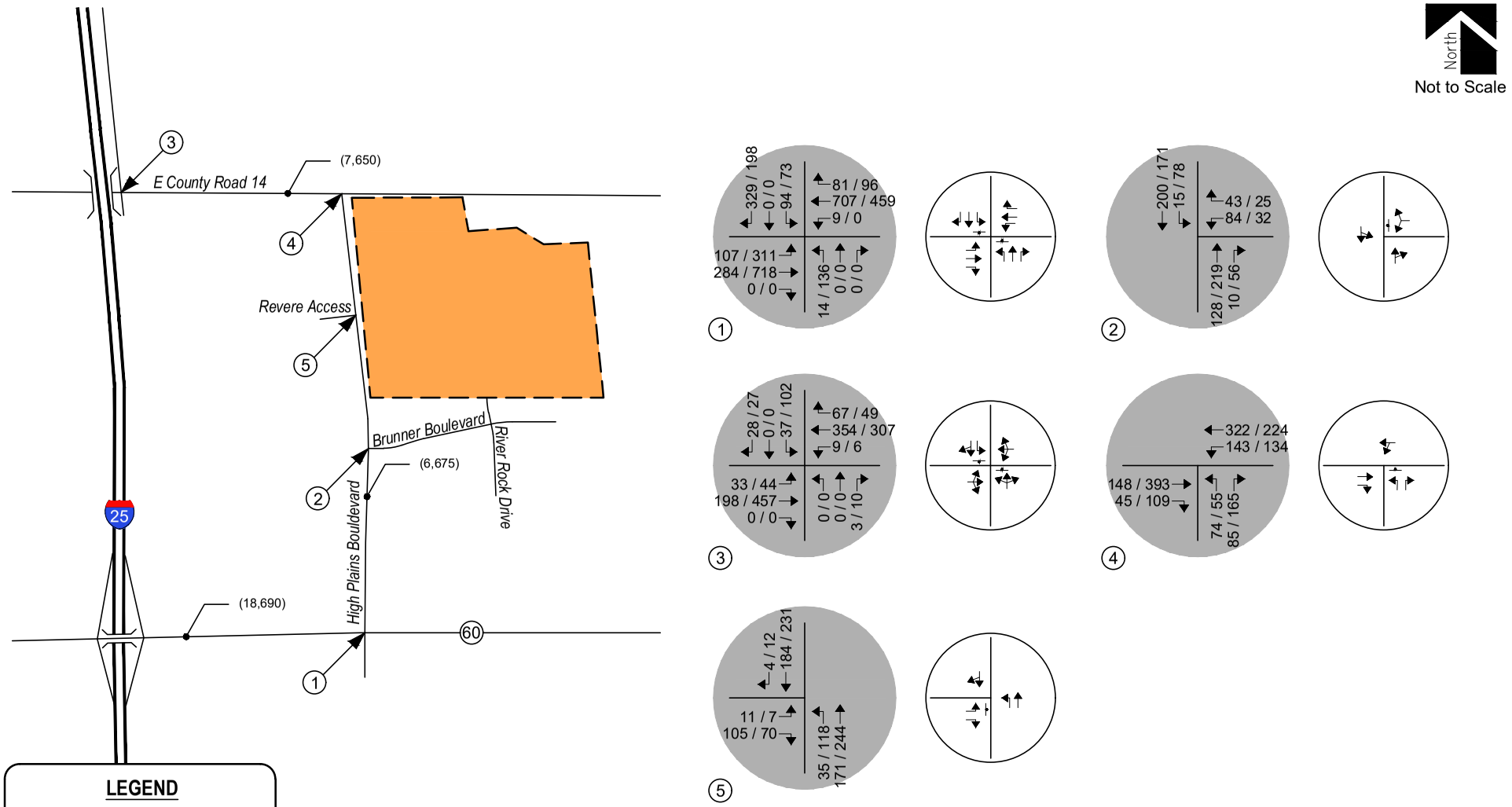
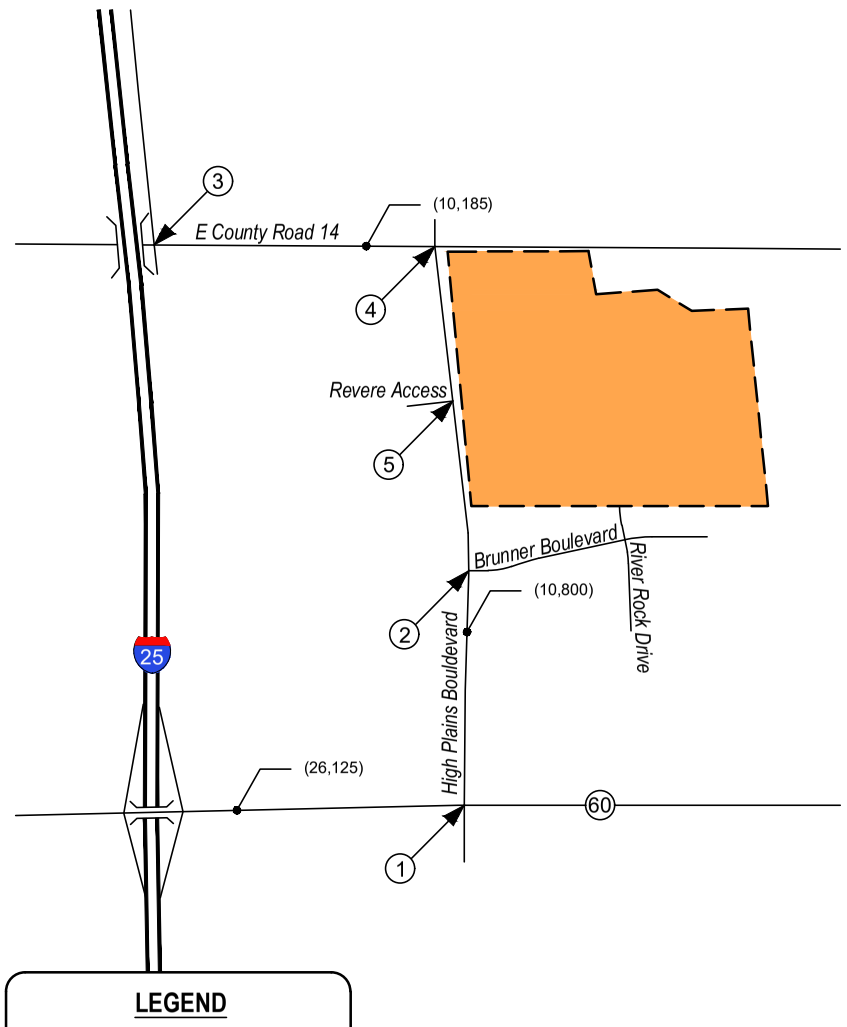
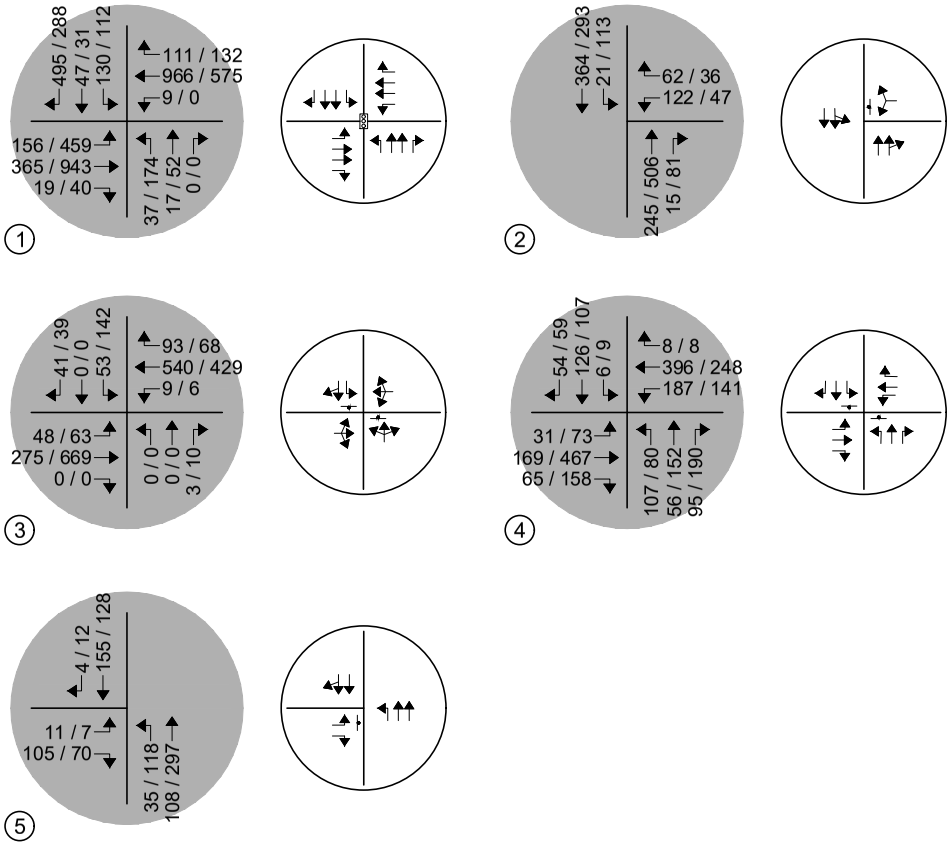


Figure 4
BACKGROUND TRAFFIC - YEAR 2026
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Tra





Not to Scale

LEGEND

- Study Intersection Volumes
- Study Intersection Lane Geometry
- Development Site

Figure 5
BACKGROUND TRAFFIC - YEAR 2044
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Tra

Peak Hour Intersection Levels of Service – Background Traffic

As with existing traffic conditions, the operations of study intersections were analyzed under background conditions, without the proposed development, using the SYNCHRO computer program.

Background traffic level of service analysis results for Year 2026 are listed in Table 2. Year 2044 operational results are summarized in Table 3.

Definitions of levels of service are given in Appendix B. Intersection capacity worksheets are provided in Appendix C.

Table 2 – Intersection Capacity Analysis Summary – Background Traffic – Year 2026

INTERSECTION	LEVEL OF SERVICE	
LANE GROUPS	AM PEAK HOUR	PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	B	B
Westbound Left	A	A
Northbound Left	F	F
Northbound Through	A	A
Northbound Right	A	A
Southbound Left	F	F
Southbound Through	A	A
Sounthbound Right	F	C
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	B
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left, Through, and Right	A	A
Westbound Left, Through, and Right	A	A
Northbound Left, Through, and Right	A	B
Southbound Left	C	E
Southbound Through and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left	C	D
Northbound Right	A	B
High Plains Boulevard / Access Drive (Stop-Controlled)		
Eastbound Left	B	C
Eastbound Right	B	B
Northbound Left	A	A

Key: Stop-Controlled Intersection: Level of Service

Background Traffic Analysis Results – Year 2026

Year 2026 background traffic analysis indicates that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS B during the AM peak traffic hour and LOS C or better during the PM peak traffic hour. Exceptions include the northbound left and southbound left and right turning movements which operate at LOS F during both peak traffic hours. The LOS F operations are attributed to the high through traffic volumes along State Highway 60 and the stop-controlled nature of the intersection. Pursuant to the performed signal warrant analyses, it is anticipated that future signalization of the intersection will mitigate the projected LOS F operations shown under stop-controlled conditions.

The unsignalized intersection of High Plains Boulevard with Brunner Boulevard has turning movement operations at LOS B or better during the AM and PM peak traffic hours.

The unsignalized intersection of E County Road 14 with I-25 Frontage Road has turning movement operations at or better than LOS C during the AM peak traffic hour and LOS B or better during the PM peak traffic hour. Exceptions include the southbound left turning movement which operates at LOS E during the PM peak traffic hour. The LOS E operation is attributed to the through traffic volume along E County Road 14 and the stop-controlled nature of the intersection.

The unsignalized intersection of E County Road 14 with High Plains Boulevard has turning movement operations at LOS C or better during the AM peak traffic hour and LOS D or better during the PM peak traffic hour.

The unsignalized intersection of High Plains Boulevard with Access Drive has turning movement operations at LOS B or better during the AM peak traffic hour and LOS C or better during the PM peak traffic hour.

Table 3 – Intersection Capacity Analysis Summary – Background Traffic – Year 2044

INTERSECTION LANE GROUPS	LEVEL OF SERVICE AM PEAK HOUR	 PM PEAK HOUR
SH 60 / High Plains Boulevard (Signalized)	C (25.8)	B (17.5)
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	B	C
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left, Through, and Right	A	A
Westbound Left, Through, and Right	A	A
Northbound Left, Through, and Right	A	B
Southbound Left	D	F
Southbound Through and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	A
Westbound Left	A	A
Northbound Left	F	F
Northbound Through	E	F
Northbound Right	A	C
Southbound Left	E	F
Southbound Through	F	F
Southbound Right	B	B
High Plains Boulevard / Access Drive (Stop-Controlled)		
Eastbound Left	B	B
Eastbound Right	A	A
Northbound Left	A	A

Key: Signalized Intersection: Level of Service (Control Delay in sec/veh)
Stop-Controlled Intersection: Level of Service

Background Traffic Analysis Results – Year 2044

By Year 2044 and without the proposed development, the study intersection of State Highway 60 with High Plains Boulevard experiences LOS C operations during the AM peak traffic hour and LOS B operations during the PM peak traffic hour.

The study intersection of High Plains Boulevard with Brunner Boulevard experiences LOS B operations during the AM peak traffic hour and LOS C operations during the PM peak traffic hour.

The study intersection of E County Road 14 with I-25 Frontage Road experiences LOS D or better operations during the AM peak traffic hour and LOS B or better operations during the PM peak traffic hour. Exceptions include the southbound left turning movement which operates at LOS F during the PM peak traffic hour. The LOS F operation is attributed to the through traffic volume along E County Road 14 and the stop-controlled nature of the intersection.

The study intersection of E County Road 14 with High Plains Boulevard experiences LOS B or better operations during the AM peak traffic hour and LOS C or better operations during the PM peak traffic hour. Exceptions include the northbound and southbound left and through movements which operate at LOS E and F during their respective peak traffic hour. The LOS E and F operations are attributed to the through traffic volume along E County Road 14 and the stop-controlled nature of the intersection. It is noted that future improvements are expected at the E County Road 14 and High Plains Boulevard intersection in order to mitigate these projected LOS E and F operations pursuant to ongoing adjacent development to the north. Mitigation measures may include signalization or roundabout installation and are expected to occur concurrent with the extension of High Plains Boulevard to the north, however no specific plans are known. It is recommended that Town Staff continue to monitor the study intersection as area development occurs in order to determine when specific mitigation measures become necessary.

The study intersection of High Plains Boulevard with Access Drive experiences LOS B or better operations during both the AM and PM peak traffic hours.

IV. Proposed Project Traffic

Trip Generation

Standard traffic generation characteristics compiled by the Institute of Transportation Engineers (ITE) in their report entitled Trip Generation Manual, 11th Edition, were applied to the proposed land use in order to estimate average daily traffic (ADT), AM Peak Hour, and PM Peak Hour vehicle trips. A vehicle trip is defined as a one-way vehicle movement from a point of origin to a point of destination.

The ITE land use codes 210 (Single-Family Detached Housing) and 220 (Multifamily Housing (Low-Rise)) were used for estimating trip generation because of their best fit to the proposed land use descriptions.

Trip generation rates used in this study are presented in Table 4.

Table 4 – Trip Generation Rates

ITE			TRIP GENERATION RATES						
			24	AM PEAK HOUR			PM PEAK HOUR		
CODE	LAND USE	UNIT	HOUR	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
210	Single-Family Detached Housing	DU	9.43	0.18	0.52	0.70	0.59	0.35	0.94
220	Multifamily Housing (Low-Rise)	DU	6.74	0.10	0.30	0.40	0.32	0.19	0.51

Key: DU = Dwelling Units.

Table 5 illustrates projected ADT, AM Peak Hour, and PM Peak Hour traffic volumes likely generated by the proposed development upon build-out.

Table 5 – Trip Generation Summary

ITE			TOTAL TRIPS GENERATED						
			24	AM PEAK HOUR			PM PEAK HOUR		
CODE	LAND USE	SIZE	HOUR	ENTER	EXIT	TOTAL	ENTER	EXIT	TOTAL
210	Single-Family Detached Housing	401 DU	3,781	73	208	281	237	139	377
220	Multifamily Housing (Low-Rise)	226 DU	1,523	22	69	90	73	43	115
		Total:	*5,305*	*95*	*276*	*371*	*310*	*182*	*492*

Key: DU = Dwelling Units.
Note: All data and calculations above are subject to being rounded to nearest value.

Upon build-out, Table 5 illustrates that the proposed development has the potential to generate approximately 5,305 daily vehicle trips with 371 of those occurring during the morning peak hour and 492 during the afternoon peak hour.

Adjustments to Trip Generation Rates

A development of this type is not likely to attract trips from within area land uses nor pass-by or diverted link trips from the adjacent roadway system, therefore no trip reduction was taken in this analysis.

Trip Distribution

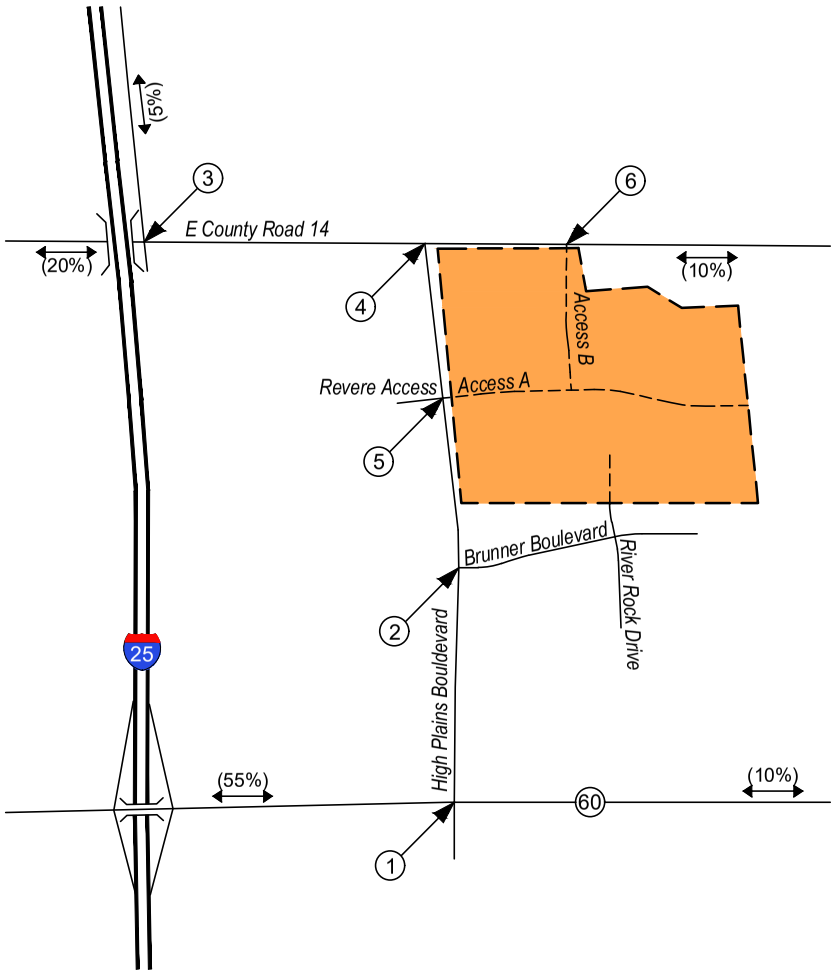
The overall directional distribution of site-generated traffic was determined based on the location of development site within the County, proposed and existing area land uses, allowed turning movements, available roadway network, and in reference to distribution patterns assumed in the previously prepared traffic study for the adjacent development.

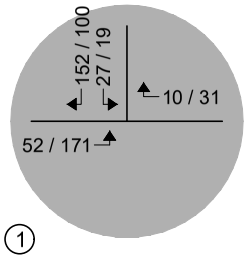
Overall trip distribution patterns for the development are shown on Figure 6.

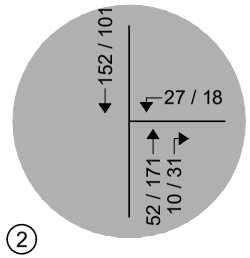
Trip Assignment

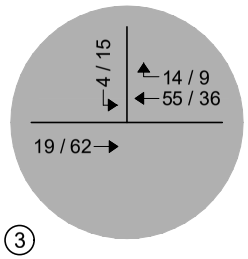
Traffic assignment is how generated and distributed vehicle trips are expected to be loaded onto the available roadway network.

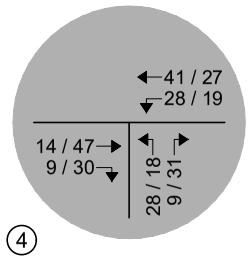
Applying trip distribution patterns to site-generated traffic provides the overall site-generated trip assignments shown on Figure 6.

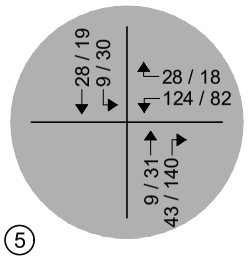


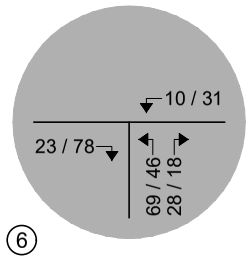












LEGEND

Study Intersection Volumes

Development Site

North

Not to Scale

Figure 6
SITE DEVELOPMENT DISTRIBUTION
(%) : Overall
SITE-GENERATED
AM / PM Peak H

V. Future Traffic Conditions With Proposed Developments

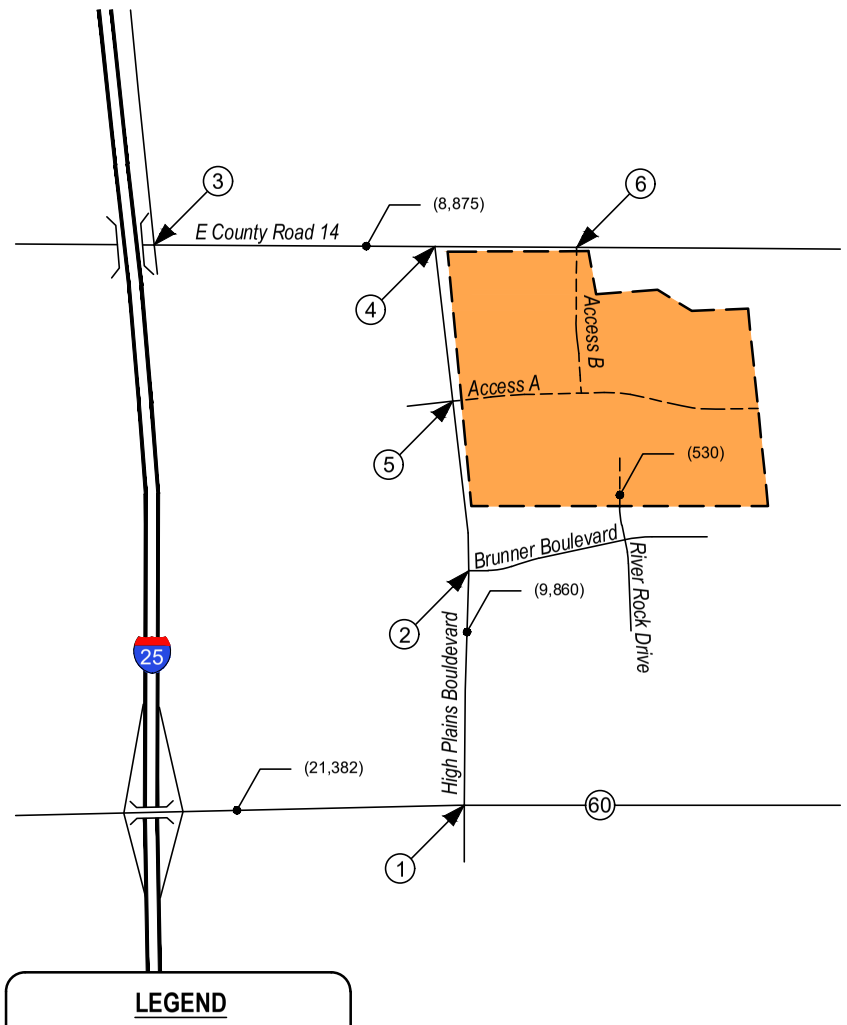
Total traffic is the traffic projected to be on area roadways with consideration of the proposed development. Total traffic includes background traffic projections for Years 2026 and 2044 with consideration of site-generated traffic. For analysis purposes, it was assumed that development construction would be completed by end of Year 2026.

Pursuant to area roadway improvement discussions provided in Section III, Year 2026 and Year 2044 total traffic conditions assume no additional roadway improvements to accommodate regional transportation demands. Roadway improvements associated with site development are expected to be limited to site access and frontage as required by the governing agency.

As previously discussed in Section III, Year 2026 and Year 2044 background traffic conditions indicate that the State Highway 60 and High Plains Boulevard intersection was found to be above the minimum vehicle volumes required to meet Warrant 3 – Peak Hour, from the MUTCD, for the installation of a traffic signal. To be consistent with background traffic assumptions, it is expected that signalization will have occurred after Year 2026. As such, the intersection was analyzed under a stop-controlled condition for Year 2026 and with traffic signal control by Year 2044.

Projected Year 2026 total traffic volumes and intersection geometry are shown in Figure 7.

Figure 8 shows projected total traffic volumes and intersection geometry for Year 2044.



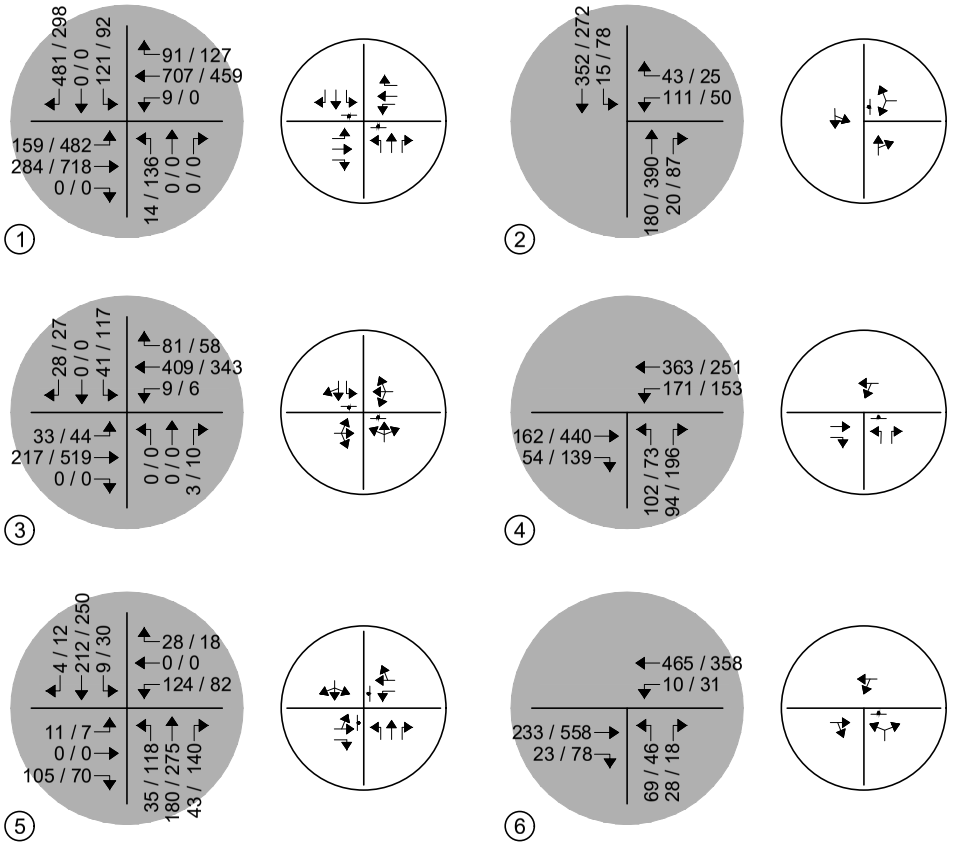
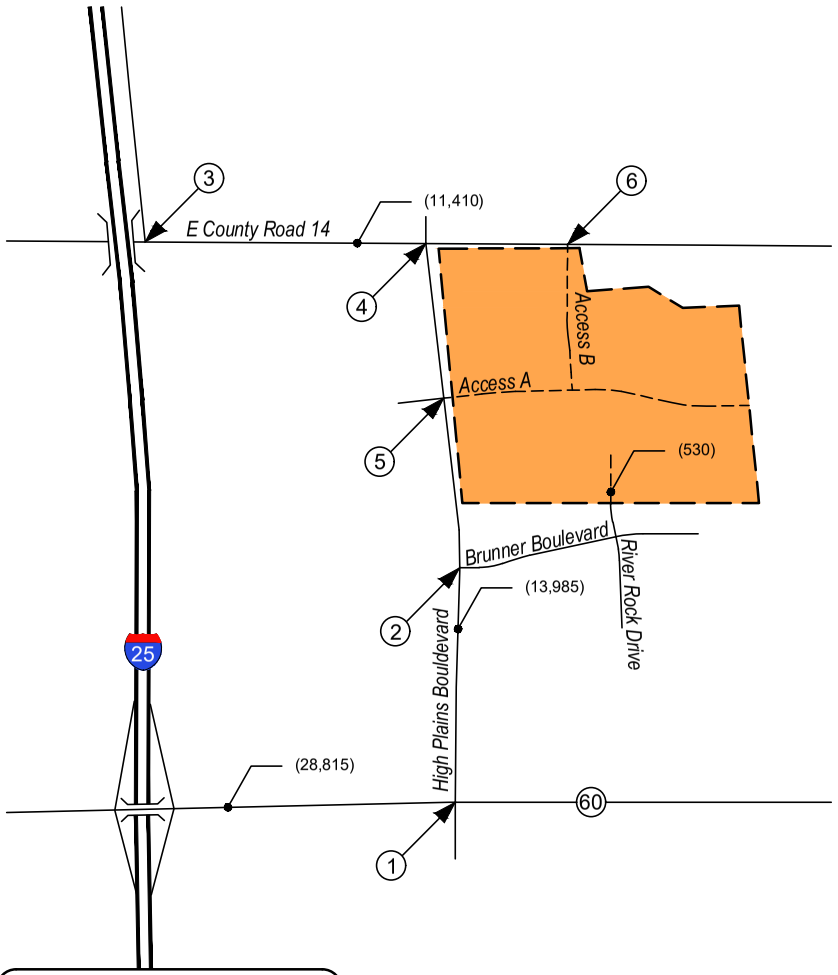
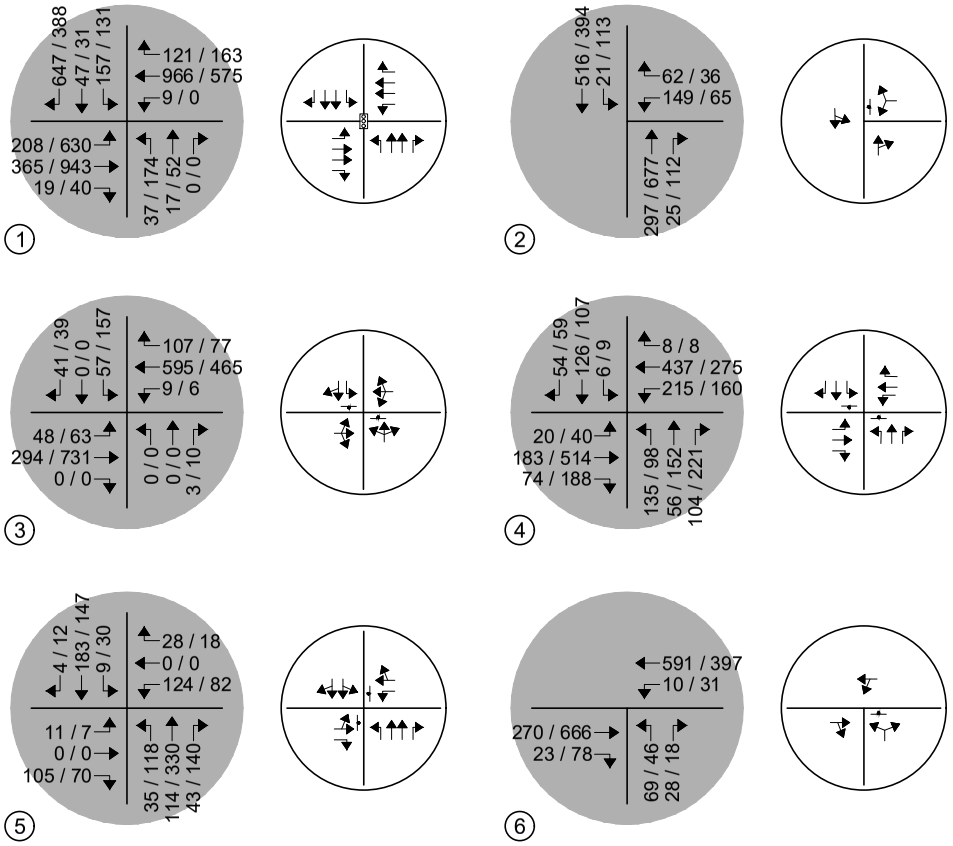


Figure 7
TOTAL TRAFFIC - YEAR 2026
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Tra





LEGEND

- Study Intersection Volumes
- Study Intersection Lane Geometry
- Development Site

North

Not to Scale

Figure 8
TOTAL TRAFFIC - YEAR 2044
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Tra

VI. Project Impacts

The analyses and procedures described in this study were performed in accordance with the latest HCM and are based upon the worst-case conditions that occur during a typical weekday upon build-out of site development and analyzed land uses. Therefore, study intersections are likely to operate with traffic conditions better than those described within this study, which represent the peak hours of weekday operations only.

Peak Hour Intersection Levels of Service – Total Traffic

As with background traffic, the operations of the study intersections were analyzed under projected total traffic conditions using the SYNCHRO computer program. Total traffic level of service analysis results for Years 2026 and 2044 are summarized in Table 6 and Table 7, respectively.

Definitions of levels of service are given in Appendix B. Intersection capacity worksheets are provided in Appendix C.

Table 6 – Intersection Capacity Analysis Summary – Total Traffic – Year 2026

INTERSECTION LANE GROUPS	LEVEL OF SERVICE AM PEAK HOUR	 PM PEAK HOUR
SH 60 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	B	B
Westbound Left	A	A
Northbound Left	F	F
Northbound Through	A	A
Northbound Right	A	A
Southbound Left	F	F
Southbound Through	A	A
Sounthbound Right	F	C
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	C	C
Southbound Left and Through	A	A
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left, Through, and Right	A	A
Westbound Left, Through, and Right	A	A
Northbound Left, Through, and Right	A	B
Southbound Left	C	F
Southbound Through and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left	D	E
Northbound Right	A	B
High Plains Boulevard / Access A (Stop-Controlled)		
Eastbound Left and Through	B	C
Eastbound Right	B	B
Westbound Left	C	E
Westbound Through and Right	A	B
Northbound Left	A	A
Southbound Left, Through and Right	A	A
E County Road 14 / Access B (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	C	C

Key: Stop-Controlled Intersection: Level of Service

Table 7 – Intersection Capacity Analysis Summary – Total Traffic – Year 2044

INTERSECTION LANE GROUPS	LEVEL OF SERVICE AM PEAK HOUR	 PM PEAK HOUR
SH 60 / High Plains Boulevard (Signalized)	D (37.7)	C (22.8)
High Plains Boulevard / Brunner Boulevard (Stop-Controlled)		
Westbound Left and Right	C	F
Southbound Left and Through	A	B
E County Road 14 / I-25 Frontage Road (Stop-Controlled)		
Eastbound Left, Through, and Right	A	A
Westbound Left, Through, and Right	A	A
Northbound Left, Through, and Right	B	B
Southbound Left	E	F
Southbound Through and Right	B	B
E County Road 14 / High Plains Boulevard (Stop-Controlled)		
Eastbound Left	A	A
Westbound Left	A	B
Northbound Left	F	F
Northbound Through	E	F
Northbound Right	A	C
Southbound Left	F	F
Southbound Through	F	F
Southbound Right	B	B
High Plains Boulevard / Access A (Stop-Controlled)		
Eastbound Left and Through	B	C
Eastbound Right	A	A
Westbound Left	B	D
Westbound Through and Right	A	A
Northbound Left	A	A
Southbound Left, Through and Right	A	A
E County Road 14 / Access B (Stop-Controlled)		
Westbound Left and Through	A	A
Northbound Left and Right	C	D

Key: Signalized Intersection: Level of Service (Control Delay in sec/veh)
Stop-Controlled Intersection: Level of Service

Total Traffic Analysis Results Upon Development Build-Out

Table 7 illustrates how, by Year 2044 and upon development build-out, the signalized intersection of State Highway 60 with High Plains Boulevard shows an overall LOS D operation during the morning peak traffic hour and LOS C operation during the afternoon peak traffic hour.

The stop-controlled intersection of High Plains Boulevard with Brunner Boulevard is projected to have turning movement operations at LOS C or better during the AM peak traffic hour and LOS B for the PM peak traffic hour. Exceptions include the westbound turning movement which operates at LOS F during the PM peak traffic hour. The LOS F operation is attributed to the through traffic volume along High Plains Boulevard and the stop-controlled nature of the intersection.

The stop-controlled intersection of E County Road 14 with I-25 Frontage Road is projected to have turning movement operations at LOS B or better for the morning and afternoon peak traffic hours. Exceptions would include the southbound left turning movement which operates at LOS E and F during the AM and PM peak traffic hours, respectively. The LOS E and F operations are attributed to the high through traffic volumes along E County Road 14 and the stop-controlled nature of the intersection.

It is to be noted that it is not uncommon for unsignalized movements to or from an arterial roadway, in urban areas, to operate with noticeable delays during peak traffic hours. It is recommended that CDOT and County Staff continue to monitor the E County Road 14 and I-25 Frontage Road intersection as area development occurs to determine when mitigation measures may be most appropriate.

The stop-controlled intersection of E County Road 14 with High Plains Boulevard is projected to have turning movement operations at LOS B or better for during the morning peak traffic hour and LOS C or better during the afternoon peak traffic hour. Exceptions continue to include the northbound and southbound left and through movements which operate at LOS E and F during their respective peak traffic hour. The LOS E and F operations are attributed to the through traffic volume along E County Road 14 and the stop-controlled nature of the intersection. As with background conditions, it is anticipated that future control improvements performed by adjacent developments will provide mitigation to the indicated poor operations. As such, actual future operations are expected to be better than shown.

The stop-controlled intersection of High Plains Boulevard with Access A is projected to have turning movement operations at LOS B or better for the morning peak traffic hour and LOS D or better for the afternoon peak traffic hour.

The stop-controlled intersection of E County Road 14 with Access B is projected to have turning movement operations at LOS C or better for the morning peak traffic hour and LOS D or better for the afternoon peak traffic hour.

These intersection operations are similar to background conditions.

As discussed in Section I, it is noted that proposed internal site access to the existing adjacent subdivision via River Rock Drive is anticipated to provide operations comparable to or better than the adjacent study intersections. Due to the acceptable operations shown at the intersection of High Plains Boulevard with Brunner Boulevard, no significant impacts to intersections along Brunner Boulevard or River Rock Drive are anticipated. Furthermore, projected average daily traffic volumes at the River Rock Drive access, as shown on Figures 7 and 8, are estimated to be approximately ten percent of total daily traffic volumes generated by the development and are considered to be minor.

Auxiliary Lane Analysis

Auxiliary lanes for site development accesses are to be based on County's Engineering and Construction Criteria (Criteria)[5], and CDOT's State Highway Access Code (SHAC)[6].

Considering development build-out, an evaluation of auxiliary lane requirements, pursuant to Section 8.7, Table 8-4 of the County's Criteria, as well as section 3.10 of the CDOT SHAC, reveals that left turn and right-turn deceleration lanes at Access A along High Plains Boulevard and Access B along E County Road 14 are required since the development's projected peak hour left turn and right turn ingress volumes exceed the County's thresholds of 10 and 25 vehicles per hour, respectively.

[5] Weld County Engineering and Construction Criteria, Atkins, January 2021.
[6] State Highway Access Code, State of Colorado, March 2002.

VII. Conclusion

This traffic impact study is provided as a planning document and addresses the capacity, geometric, and control requirements associated with the development entitled Blue Sky Prairie. This proposed development consists of a residential subdivision including a mix of single-family and multifamily housing. The development is located on the south side of E County Road 14 and west of High Plains Boulevard in Weld County, Colorado.

The study area examined in this analysis encompassed High Plains Boulevard between E County Road 14 and State Highway 60, and the proposed site access drives.

Analysis was conducted for critical AM Peak Hour and PM Peak Hour traffic operations for existing traffic conditions, Year 2026 and Year 2044 background traffic conditions, and Year 2026 and Year 2044 total traffic conditions.

Under existing conditions, operational analysis shows that the unsignalized study intersections generally experience turning movement operations at or better than LOS C during the morning peak traffic hour and LOS D or better during the afternoon peak traffic hour.

Year 2026 background traffic analysis indicates that the unsignalized intersection of State Highway 60 with High Plains Boulevard has turning movement operations at or better than LOS B during the AM peak traffic hour and LOS C or better during the PM peak traffic hour. Exceptions include the northbound left and southbound left and right turning movements which operate at LOS F during both peak traffic hours. The unsignalized intersection of High Plains Boulevard with Brunner Boulevard has turning movement operations at LOS B or better during the AM and PM peak traffic hours. The unsignalized intersection of E County Road 14 with I-25 Frontage Road has turning movement operations at or better than LOS C during the AM peak traffic hour and LOS B or better during the PM peak traffic hour. Exceptions include the southbound left turning movement which operates at LOS E during the PM peak traffic hour. The unsignalized intersection of E County Road 14 with High Plains Boulevard has turning movement operations at LOS C or better during the AM peak traffic hour and LOS D or better during the PM peak traffic hour. The unsignalized intersection of High Plains Boulevard with Access Drive has turning movement operations at LOS B or better during the AM peak traffic hour and LOS C or better during the PM peak traffic hour.

By Year 2044 and without the proposed development, the study intersection of State Highway 60 with High Plains Boulevard experiences LOS C operations during the AM peak traffic hour and LOS B operations during the PM peak traffic hour. The study intersection of High Plains Boulevard with Brunner Boulevard experiences LOS B operations during the AM peak traffic hour and LOS C operations during the PM peak traffic hour. The study intersection of E County Road 14 with I-25 Frontage Road experiences LOS D or better operations during the AM peak traffic hour and LOS B or better operations during the PM peak traffic hour. Exceptions include the southbound left turning movement which operates at LOS F during the PM peak traffic hour. The study intersection of E County Road 14 with High Plains Boulevard experiences LOS B or better operations during the AM peak traffic hour and LOS C or better operations during the PM peak traffic hour. Exceptions include the northbound and southbound left and through movements which operate at LOS E and F during their respective peak traffic hour. The study intersection of High Plains Boulevard with Access Drive experiences LOS B or better operations during both the AM and PM peak traffic hours.

Analysis of future traffic conditions indicates that the addition of site-generated traffic is expected to create no negative impact to traffic operations for the existing and surrounding roadway system upon consideration of the various roadway and intersection control improvements assumed within this analysis. With all conservative assumptions defined in this analysis, the study intersections are projected to operate at future levels of service comparable to Year 2044 background traffic conditions. Proposed site accesses have long-term operations at LOS D or better during peak traffic periods and upon build-out.

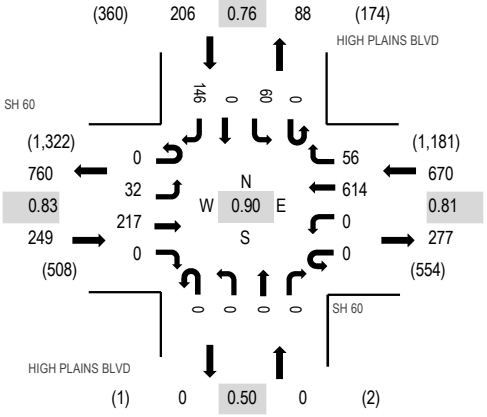
APPENDIX A

Traffic Count Data

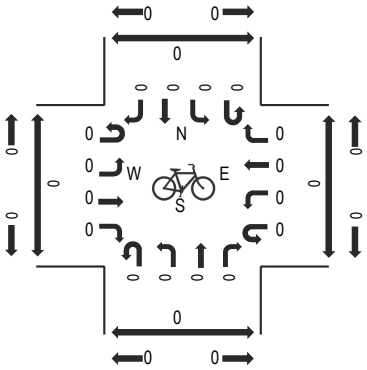
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 HIGH PLAINS BLVD & SH 60 AM
Date: Wednesday, January 10, 2024
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

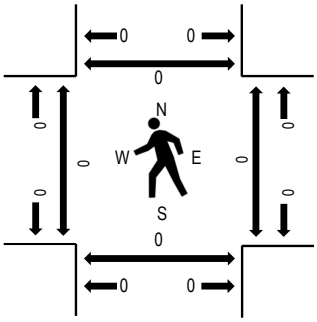
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

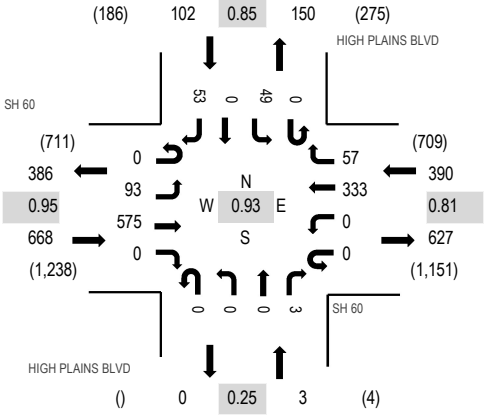
Traffic Counts - Motorized Vehicles

Interval Start Time	SH 60 Eastbound				SH 60 Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	6	51	0	0	0	139	7	0	0	0	0	0	26	0	42	271	1,125	0	0	0	0
7:15 AM	0	7	47	0	0	0	165	14	0	0	0	0	0	14	0	29	276	1,078	0	0	0	0
7:30 AM	0	10	56	0	0	0	186	21	0	0	0	0	0	5	0	35	313	1,041	0	0	0	0
7:45 AM	0	9	63	0	0	0	124	14	0	0	0	0	0	15	0	40	265	991	0	0	0	0
8:00 AM	0	10	51	1	0	0	111	12	0	0	0	1	0	13	0	25	224	926	0	0	0	0
8:15 AM	0	6	50	0	0	0	128	15	0	1	0	0	0	18	0	21	239		0	0	0	0
8:30 AM	0	10	53	0	0	0	141	14	0	0	0	0	0	13	0	32	263		0	0	1	0
8:45 AM	0	14	64	0	0	0	85	5	0	0	0	0	0	14	0	18	200		0	0	1	0
Count Total	0	72	435	1	0	0	1,079	102	0	1	0	1	0	118	0	242	2,051		0	0	2	0
Peak Hour	0	32	217	0	0	0	614	56	0	0	0	0	0	60	0	146	1,125		0	0	0	0

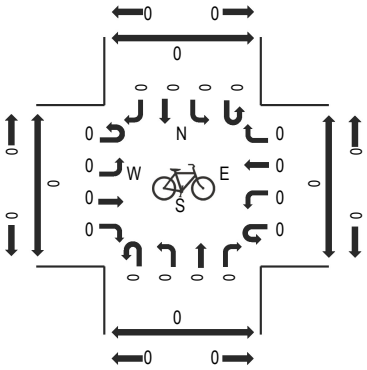
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 HIGH PLAINS BLVD & SH 60 PM
Date: Wednesday, January 10, 2024
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

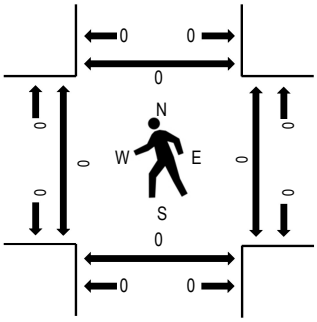
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

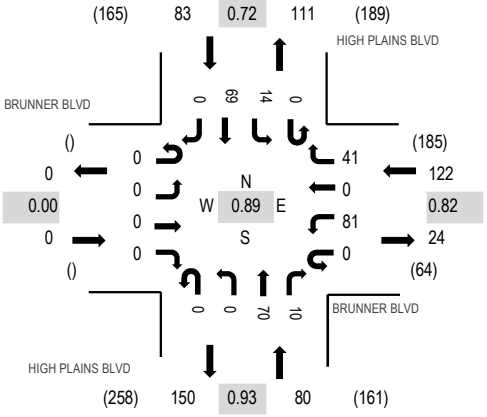
Traffic Counts - Motorized Vehicles

Interval Start Time	SH 60 Eastbound				SH 60 Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	1	17	133	0	0	0	86	9	0	0	0	1	0	10	0	15	272	1,074	0	0	0	0
4:15 PM	0	23	129	0	0	0	61	11	0	0	0	0	0	8	0	12	244	1,098	0	0	0	0
4:30 PM	0	19	120	0	0	0	69	14	0	0	0	0	0	10	0	12	244	1,145	0	0	0	0
4:45 PM	0	18	156	0	0	0	106	14	0	0	0	0	0	11	0	9	314	1,163	0	0	0	0
5:00 PM	0	29	135	0	0	0	86	13	0	0	0	3	0	14	0	16	296	1,063	0	0	0	0
5:15 PM	0	31	144	0	0	0	71	16	0	0	0	0	0	12	0	17	291		0	0	0	0
5:30 PM	0	15	140	0	0	0	70	14	0	0	0	0	0	12	0	11	262		0	0	0	0
5:45 PM	0	23	105	0	0	0	60	9	0	0	0	0	0	8	0	9	214		0	0	0	0
Count Total	1	175	1,062	0	0	0	609	100	0	0	0	4	0	85	0	101	2,137		0	0	0	0
Peak Hour	0	93	575	0	0	0	333	57	0	0	0	3	0	49	0	53	1,163		0	0	0	0

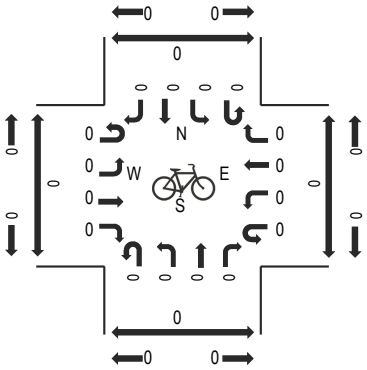
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 HIGH PLAINS BLVD & BRUNNER BLVD AM
Date: Wednesday, January 10, 2024
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:00 AM - 07:15 AM

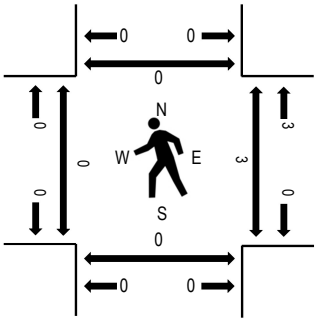
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

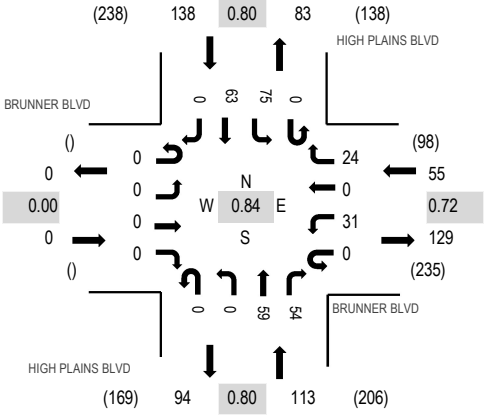
Traffic Counts - Motorized Vehicles

Interval Start Time	BRUNNER BLVD Eastbound				BRUNNER BLVD Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	26	0	10	0	0	13	2	0	5	24	0	80	285	0	3	0	0
7:15 AM	0	0	0	0	0	13	0	9	0	0	21	2	0	1	13	0	59	261	0	0	0	0
7:30 AM	0	0	0	0	0	23	0	14	0	0	20	3	0	3	11	0	74	260	0	0	0	0
7:45 AM	0	0	0	0	0	19	0	8	0	0	16	3	0	5	21	0	72	244	0	0	0	0
8:00 AM	0	0	0	0	0	12	0	8	0	0	15	6	0	3	12	0	56	226	0	0	0	0
8:15 AM	0	0	0	0	0	11	0	7	0	0	14	6	0	2	18	0	58		0	0	0	0
8:30 AM	0	0	0	0	0	14	0	1	0	0	18	5	0	6	14	0	58		0	0	0	0
8:45 AM	0	0	0	0	0	7	0	3	0	0	12	5	0	7	20	0	54		0	0	0	0
Count Total	0	0	0	0	0	125	0	60	0	0	129	32	0	32	133	0	511		0	3	0	0
Peak Hour	0	0	0	0	0	81	0	41	0	0	70	10	0	14	69	0	285		0	3	0	0

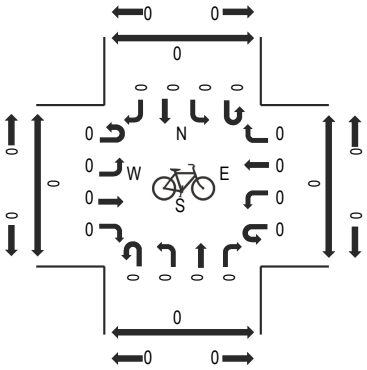
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 HIGH PLAINS BLVD & BRUNNER BLVD PM
Date: Wednesday, January 10, 2024
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

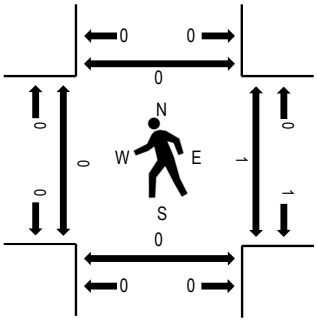
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

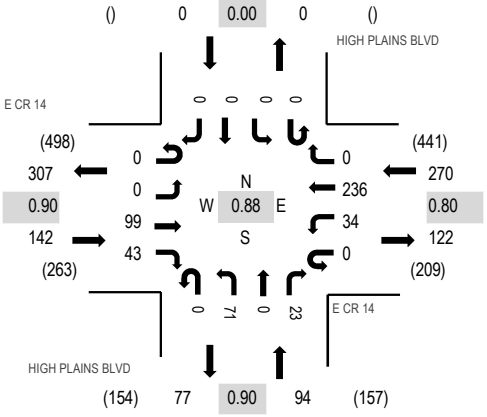
Traffic Counts - Motorized Vehicles

Interval Start Time	BRUNNER BLVD Eastbound				BRUNNER BLVD Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	7	0	6	0	0	8	13	0	7	16	0	57	244	0	0	0	0
4:15 PM	0	0	0	0	0	3	0	6	0	0	10	16	0	11	13	0	59	271	0	1	0	0
4:30 PM	0	0	0	0	0	4	0	7	0	0	8	14	0	17	16	0	66	303	0	1	0	0
4:45 PM	0	0	0	0	0	5	0	5	0	0	13	9	0	17	13	0	62	306	0	0	0	0
5:00 PM	0	0	0	0	0	13	0	6	0	0	17	19	0	17	12	0	84	298	0	1	0	0
5:15 PM	0	0	0	0	0	9	0	4	0	0	17	18	0	22	21	0	91		0	0	0	0
5:30 PM	0	0	0	0	0	4	0	9	0	0	12	8	0	19	17	0	69		0	0	0	0
5:45 PM	0	0	0	0	0	6	0	4	0	0	6	18	0	10	10	0	54		0	0	0	0
Count Total	0	0	0	0	0	51	0	47	0	0	91	115	0	120	118	0	542		0	3	0	0
Peak Hour	0	0	0	0	0	31	0	24	0	0	59	54	0	75	63	0	306		0	1	0	0

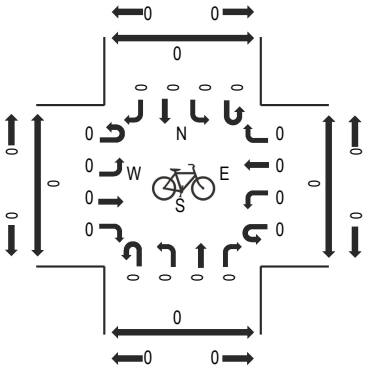
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 HIGH PLAINS BLVD & E CR 14 AM
Date: Wednesday, January 10, 2024
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

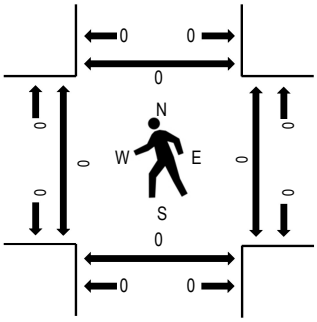
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

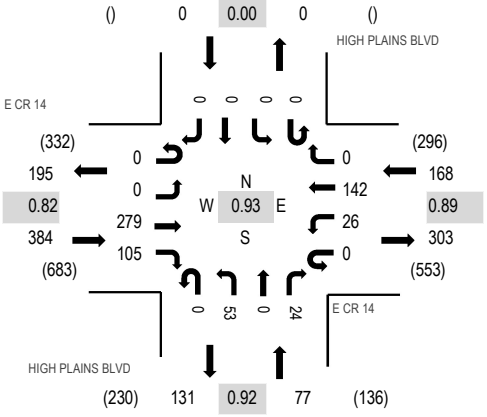
Traffic Counts - Motorized Vehicles

Interval Start Time	E CR 14 Eastbound				E CR 14 Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	17	11	0	15	43	0	0	16	0	5	0	0	0	0	107	506	0	0	0	0
7:15 AM	0	0	34	6	0	6	56	0	0	18	0	8	0	0	0	0	128	496	0	0	0	0
7:30 AM	0	0	28	7	0	6	78	0	0	18	0	7	0	0	0	0	144	456	0	0	0	0
7:45 AM	0	0	20	19	0	7	59	0	0	19	0	3	0	0	0	0	127	404	0	0	0	0
8:00 AM	0	0	21	9	0	6	43	0	0	15	0	3	0	0	0	0	97	355	0	0	0	0
8:15 AM	0	0	13	7	0	10	39	0	0	17	0	2	0	0	0	0	88		0	0	0	0
8:30 AM	0	0	23	15	0	3	36	0	0	11	0	4	0	0	0	0	92		0	0	0	0
8:45 AM	0	0	17	16	0	11	23	0	0	7	0	4	0	0	0	0	78		0	0	0	0
Count Total	0	0	173	90	0	64	377	0	0	121	0	36	0	0	0	0	861		0	0	0	0
Peak Hour	0	0	99	43	0	34	236	0	0	71	0	23	0	0	0	0	506		0	0	0	0

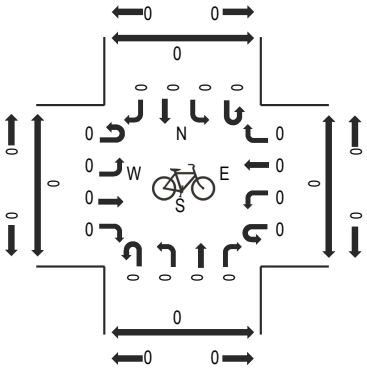
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 HIGH PLAINS BLVD & E CR 14 PM
Date: Wednesday, January 10, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

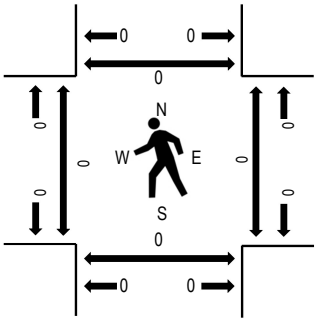
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

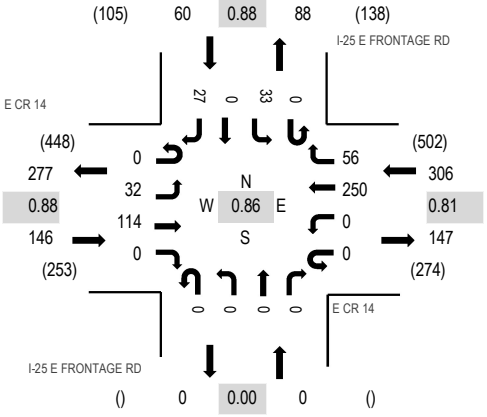
Traffic Counts - Motorized Vehicles

Interval Start Time	E CR 14 Eastbound				E CR 14 Westbound				HIGH PLAINS BLVD Northbound				HIGH PLAINS BLVD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	59	19	0	5	32	0	0	10	0	3	0	0	0	0	128	543	0	0	0	0
4:15 PM	0	0	56	13	0	10	22	0	0	8	0	6	0	0	0	0	115	575	0	0	0	0
4:30 PM	0	0	88	29	0	4	32	0	0	6	0	7	0	0	0	0	166	629	0	0	0	0
4:45 PM	0	0	52	21	0	8	32	0	0	16	0	5	0	0	0	0	134	596	0	0	0	0
5:00 PM	0	0	70	23	0	5	42	0	0	16	0	4	0	0	0	0	160	572	0	0	0	0
5:15 PM	0	0	69	32	0	9	36	0	0	15	0	8	0	0	0	0	169		0	0	0	0
5:30 PM	0	0	54	25	0	5	28	0	0	12	0	9	0	0	0	0	133		0	0	0	0
5:45 PM	0	0	59	14	0	8	18	0	0	7	0	4	0	0	0	0	110		0	0	0	0
Count Total	0	0	507	176	0	54	242	0	0	90	0	46	0	0	0	0	1,115		0	0	0	0
Peak Hour	0	0	279	105	0	26	142	0	0	53	0	24	0	0	0	0	629		0	0	0	0

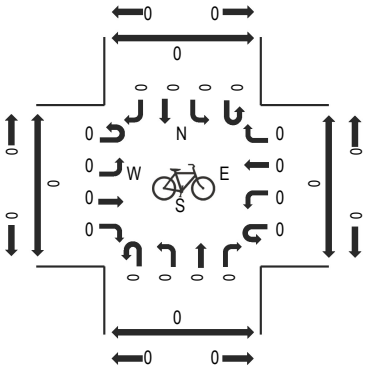
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 I-25 E FRONTAGE RD & E CR 14 AM
Date: Wednesday, January 10, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

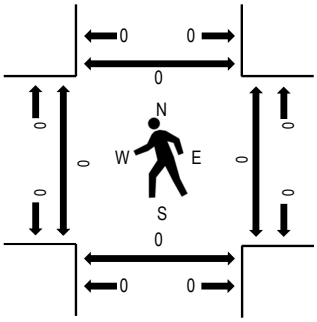
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

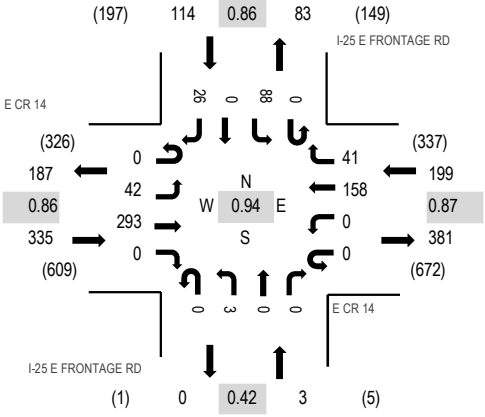
Traffic Counts - Motorized Vehicles

Interval Start Time	E CR 14 Eastbound				E CR 14 Westbound				I-25 E FRONTAGE RD Northbound				I-25 E FRONTAGE RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	2	27	0	0	0	51	8	0	0	0	0	0	4	0	5	97	509	0	0	0	0
7:15 AM	0	8	27	0	0	0	55	17	0	0	0	0	0	11	0	6	124	512	0	0	0	0
7:30 AM	0	10	32	0	0	0	79	16	0	0	0	0	0	7	0	5	149	475	0	0	0	0
7:45 AM	0	11	31	0	0	0	67	15	0	0	0	0	0	7	0	8	139	425	0	0	0	0
8:00 AM	0	3	24	0	0	0	49	8	0	0	0	0	0	8	0	8	100	351	0	0	0	0
8:15 AM	0	3	17	0	0	0	46	13	0	0	0	0	0	6	0	2	87		0	0	0	0
8:30 AM	0	5	34	0	0	0	40	7	0	0	0	0	0	9	0	4	99		0	0	0	0
8:45 AM	0	0	19	0	0	0	19	12	0	0	0	0	0	11	0	4	65		0	0	0	0
Count Total	0	42	211	0	0	0	406	96	0	0	0	0	0	63	0	42	860		0	0	0	0
Peak Hour	0	32	114	0	0	0	250	56	0	0	0	0	0	33	0	27	512		0	0	0	0

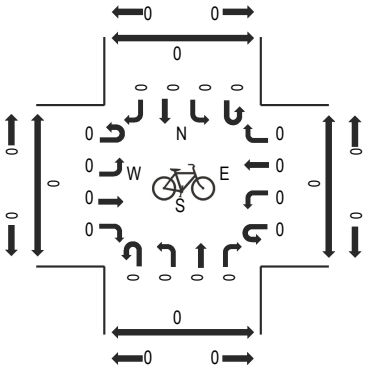
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 I-25 E FRONTAGE RD & E CR 14 PM
Date: Wednesday, January 10, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

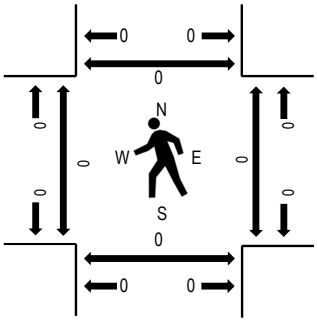
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	E CR 14 Eastbound				E CR 14 Westbound				I-25 E FRONTAGE RD Northbound				I-25 E FRONTAGE RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	7	58	0	0	0	35	8	0	0	2	0	0	14	1	10	135	568	0	0	0	0
4:15 PM	0	17	53	0	0	0	23	7	0	0	0	0	0	19	0	7	126	604	0	0	0	0
4:30 PM	0	10	87	0	0	0	30	8	0	3	0	0	0	18	0	7	163	651	0	0	0	0
4:45 PM	0	13	59	0	0	0	32	16	0	0	0	0	0	17	0	7	144	616	0	0	0	0
5:00 PM	0	11	71	0	0	0	51	5	0	0	0	0	0	27	0	6	171	580	0	0	0	0
5:15 PM	0	8	76	0	0	0	45	12	0	0	0	0	0	26	0	6	173		0	0	0	0
5:30 PM	0	8	61	0	0	0	30	4	0	0	0	0	0	16	0	9	128		0	0	0	0
5:45 PM	0	5	65	0	0	0	23	8	0	0	0	0	0	5	0	2	108		0	0	0	0
Count Total	0	79	530	0	0	0	269	68	0	3	2	0	0	142	1	54	1,148		0	0	0	0
Peak Hour	0	42	293	0	0	0	158	41	0	3	0	0	0	88	0	26	651		0	0	0	0

All Traffic Data Services

5VOL - SH 60 W.O. HIGH PLAINS BLVD

Time	EB	WB	Total
1/10/2024	7	2	9
1/10/2024 12:15:00 AM	8	0	8
1/10/2024 12:30:00 AM	4	4	8
1/10/2024 12:45:00 AM	11	2	13
1/10/2024 1:00:00 AM	7	2	9
1/10/2024 1:15:00 AM	5	1	6
1/10/2024 1:30:00 AM	2	3	5
1/10/2024 1:45:00 AM	1	1	2
1/10/2024 2:00:00 AM	3	4	7
1/10/2024 2:15:00 AM	5	3	8
1/10/2024 2:30:00 AM	3	4	7
1/10/2024 2:45:00 AM	2	1	3
1/10/2024 3:00:00 AM	2	7	9
1/10/2024 3:15:00 AM	7	10	17
1/10/2024 3:30:00 AM	1	11	12
1/10/2024 3:45:00 AM	5	15	20
1/10/2024 4:00:00 AM	1	12	13
1/10/2024 4:15:00 AM	2	28	30
1/10/2024 4:30:00 AM	7	42	49
1/10/2024 4:45:00 AM	6	71	77
1/10/2024 5:00:00 AM	2	68	70
1/10/2024 5:15:00 AM	9	90	99
1/10/2024 5:30:00 AM	14	133	147
1/10/2024 5:45:00 AM	20	105	125
1/10/2024 6:00:00 AM	42	130	172
1/10/2024 6:15:00 AM	48	149	197
1/10/2024 6:30:00 AM	58	169	227
1/10/2024 6:45:00 AM	91	182	273
1/10/2024 7:00:00 AM	57	181	238
1/10/2024 7:15:00 AM	54	194	248
1/10/2024 7:30:00 AM	66	221	287
1/10/2024 7:45:00 AM	72	164	236
1/10/2024 8:00:00 AM	62	136	198
1/10/2024 8:15:00 AM	56	150	206
1/10/2024 8:30:00 AM	63	173	236
1/10/2024 8:45:00 AM	78	103	181
1/10/2024 9:00:00 AM	53	95	148
1/10/2024 9:15:00 AM	54	115	169
1/10/2024 9:30:00 AM	54	121	175
1/10/2024 9:45:00 AM	55	101	156
1/10/2024 10:00:00 AM	56	112	168
1/10/2024 10:15:00 AM	48	69	117
1/10/2024 10:30:00 AM	57	91	148
1/10/2024 10:45:00 AM	76	78	154
1/10/2024 11:00:00 AM	64	98	162
1/10/2024 11:15:00 AM	67	77	144
1/10/2024 11:30:00 AM	63	65	128
1/10/2024 11:45:00 AM	64	90	154
Total	1,592	3,683	5,275
Percentage	30.2%	69.8%	
Peak Hour	10:45 AM	6:45 AM	6:45 AM
Volume	270	778	1,046
PHF	0.888	0.880	0.911

All Traffic Data Services

5VOL - SH 60 W.O. HIGH PLAINS BLVD

Time	EB	WB	Total
1/10/2024 12:00:00 PM	62	96	158
1/10/2024 12:15:00 PM	79	84	163
1/10/2024 12:30:00 PM	56	104	160
1/10/2024 12:45:00 PM	75	76	151
1/10/2024 1:00:00 PM	72	60	132
1/10/2024 1:15:00 PM	67	78	145
1/10/2024 1:30:00 PM	61	76	137
1/10/2024 1:45:00 PM	55	67	122
1/10/2024 2:00:00 PM	73	76	149
1/10/2024 2:15:00 PM	80	82	162
1/10/2024 2:30:00 PM	90	77	167
1/10/2024 2:45:00 PM	92	76	168
1/10/2024 3:00:00 PM	112	104	216
1/10/2024 3:15:00 PM	118	78	196
1/10/2024 3:30:00 PM	106	118	224
1/10/2024 3:45:00 PM	141	116	257
1/10/2024 4:00:00 PM	151	102	253
1/10/2024 4:15:00 PM	152	73	225
1/10/2024 4:30:00 PM	139	81	220
1/10/2024 4:45:00 PM	174	115	289
1/10/2024 5:00:00 PM	164	102	266
1/10/2024 5:15:00 PM	175	88	263
1/10/2024 5:30:00 PM	155	81	236
1/10/2024 5:45:00 PM	128	69	197
1/10/2024 6:00:00 PM	130	92	222
1/10/2024 6:15:00 PM	122	76	198
1/10/2024 6:30:00 PM	116	57	173
1/10/2024 6:45:00 PM	98	50	148
1/10/2024 7:00:00 PM	71	81	152
1/10/2024 7:15:00 PM	84	40	124
1/10/2024 7:30:00 PM	54	28	82
1/10/2024 7:45:00 PM	81	32	113
1/10/2024 8:00:00 PM	50	34	84
1/10/2024 8:15:00 PM	66	34	100
1/10/2024 8:30:00 PM	49	43	92
1/10/2024 8:45:00 PM	51	12	63
1/10/2024 9:00:00 PM	45	22	67
1/10/2024 9:15:00 PM	24	26	50
1/10/2024 9:30:00 PM	37	14	51
1/10/2024 9:45:00 PM	35	16	51
1/10/2024 10:00:00 PM	18	12	30
1/10/2024 10:15:00 PM	21	15	36
1/10/2024 10:30:00 PM	19	5	24
1/10/2024 10:45:00 PM	20	4	24
1/10/2024 11:00:00 PM	24	7	31
1/10/2024 11:15:00 PM	14	1	15
1/10/2024 11:30:00 PM	19	2	21
1/10/2024 11:45:00 PM	15	8	23
Total	3,840	2,790	6,630
Percentage	57.9%	42.1%	
Peak Hour	4:45 PM	3:00 PM	4:45 PM
Volume	668	416	1,054
PHF	0.954	0.881	0.912
Grand Total	5,432	6,473	11,905
Percentage	45.6%	54.4%	

All Traffic Data Services

6VOL - HIGH PLAINS BLVD S.O. BRUNNER BLVD

Time	NB	SB	Total
1/10/2024	0	2	2
1/10/2024 12:15:00 AM	0	0	0
1/10/2024 12:30:00 AM	1	1	2
1/10/2024 12:45:00 AM	0	2	2
1/10/2024 1:00:00 AM	2	1	3
1/10/2024 1:15:00 AM	0	0	0
1/10/2024 1:30:00 AM	0	0	0
1/10/2024 1:45:00 AM	0	0	0
1/10/2024 2:00:00 AM	2	1	3
1/10/2024 2:15:00 AM	0	0	0
1/10/2024 2:30:00 AM	0	0	0
1/10/2024 2:45:00 AM	1	0	1
1/10/2024 3:00:00 AM	0	0	0
1/10/2024 3:15:00 AM	1	0	1
1/10/2024 3:30:00 AM	0	1	1
1/10/2024 3:45:00 AM	2	2	4
1/10/2024 4:00:00 AM	0	0	0
1/10/2024 4:15:00 AM	0	3	3
1/10/2024 4:30:00 AM	1	2	3
1/10/2024 4:45:00 AM	6	4	10
1/10/2024 5:00:00 AM	4	7	11
1/10/2024 5:15:00 AM	0	13	13
1/10/2024 5:30:00 AM	5	14	19
1/10/2024 5:45:00 AM	4	23	27
1/10/2024 6:00:00 AM	9	20	29
1/10/2024 6:15:00 AM	3	22	25
1/10/2024 6:30:00 AM	11	28	39
1/10/2024 6:45:00 AM	16	37	53
1/10/2024 7:00:00 AM	15	50	65
1/10/2024 7:15:00 AM	23	26	49
1/10/2024 7:30:00 AM	23	34	57
1/10/2024 7:45:00 AM	19	40	59
1/10/2024 8:00:00 AM	21	24	45
1/10/2024 8:15:00 AM	20	29	49
1/10/2024 8:30:00 AM	23	28	51
1/10/2024 8:45:00 AM	17	27	44
1/10/2024 9:00:00 AM	8	21	29
1/10/2024 9:15:00 AM	14	17	31
1/10/2024 9:30:00 AM	12	19	31
1/10/2024 9:45:00 AM	11	24	35
1/10/2024 10:00:00 AM	13	19	32
1/10/2024 10:15:00 AM	17	20	37
1/10/2024 10:30:00 AM	12	19	31
1/10/2024 10:45:00 AM	23	15	38
1/10/2024 11:00:00 AM	10	10	20
1/10/2024 11:15:00 AM	14	18	32
1/10/2024 11:30:00 AM	11	11	22
1/10/2024 11:45:00 AM	14	19	33
Total	388	653	1,041
Percentage	37.3%	62.7%	
Peak Hour	7:15 AM	7:00 AM	7:00 AM
Volume	86	150	230
PHF	0.935	0.750	0.885

All Traffic Data Services

6VOL - HIGH PLAINS BLVD S.O. BRUNNER BLVD

Time	NB	SB	Total
1/10/2024 12:00:00 PM	14	30	44
1/10/2024 12:15:00 PM	16	16	32
1/10/2024 12:30:00 PM	17	27	44
1/10/2024 12:45:00 PM	15	13	28
1/10/2024 1:00:00 PM	16	9	25
1/10/2024 1:15:00 PM	17	16	33
1/10/2024 1:30:00 PM	14	19	33
1/10/2024 1:45:00 PM	5	18	23
1/10/2024 2:00:00 PM	16	20	36
1/10/2024 2:15:00 PM	10	22	32
1/10/2024 2:30:00 PM	25	20	45
1/10/2024 2:45:00 PM	19	26	45
1/10/2024 3:00:00 PM	18	14	32
1/10/2024 3:15:00 PM	21	17	38
1/10/2024 3:30:00 PM	29	15	44
1/10/2024 3:45:00 PM	21	30	51
1/10/2024 4:00:00 PM	21	23	44
1/10/2024 4:15:00 PM	26	16	42
1/10/2024 4:30:00 PM	22	20	42
1/10/2024 4:45:00 PM	22	18	40
1/10/2024 5:00:00 PM	36	25	61
1/10/2024 5:15:00 PM	35	30	65
1/10/2024 5:30:00 PM	20	21	41
1/10/2024 5:45:00 PM	24	16	40
1/10/2024 6:00:00 PM	19	22	41
1/10/2024 6:15:00 PM	15	14	29
1/10/2024 6:30:00 PM	13	8	21
1/10/2024 6:45:00 PM	14	12	26
1/10/2024 7:00:00 PM	9	2	11
1/10/2024 7:15:00 PM	10	4	14
1/10/2024 7:30:00 PM	10	8	18
1/10/2024 7:45:00 PM	10	4	14
1/10/2024 8:00:00 PM	11	4	15
1/10/2024 8:15:00 PM	12	7	19
1/10/2024 8:30:00 PM	9	10	19
1/10/2024 8:45:00 PM	9	5	14
1/10/2024 9:00:00 PM	2	6	8
1/10/2024 9:15:00 PM	3	5	8
1/10/2024 9:30:00 PM	4	4	8
1/10/2024 9:45:00 PM	6	2	8
1/10/2024 10:00:00 PM	2	9	11
1/10/2024 10:15:00 PM	1	6	7
1/10/2024 10:30:00 PM	1	2	3
1/10/2024 10:45:00 PM	0	3	3
1/10/2024 11:00:00 PM	5	2	7
1/10/2024 11:15:00 PM	1	0	1
1/10/2024 11:30:00 PM	2	1	3
1/10/2024 11:45:00 PM	1	1	2
Total	648	622	1,270
Percentage	51.0%	49.0%	
Peak Hour	4:30 PM	4:45 PM	4:30 PM
Volume	115	94	208
PHF	0.799	0.783	0.800
Grand Total	1,036	1,275	2,311
Percentage	44.8%	55.2%	

All Traffic Data Services

7VOL - E CR 14 W.O. HIGH PLAINS BLVD

Time	EB	WB	Total
1/10/2024	4	0	4
1/10/2024 12:15:00 AM	2	1	3
1/10/2024 12:30:00 AM	2	1	3
1/10/2024 12:45:00 AM	1	0	1
1/10/2024 1:00:00 AM	0	1	1
1/10/2024 1:15:00 AM	0	1	1
1/10/2024 1:30:00 AM	1	1	2
1/10/2024 1:45:00 AM	1	0	1
1/10/2024 2:00:00 AM	1	2	3
1/10/2024 2:15:00 AM	0	0	0
1/10/2024 2:30:00 AM	1	1	2
1/10/2024 2:45:00 AM	0	0	0
1/10/2024 3:00:00 AM	1	0	1
1/10/2024 3:15:00 AM	0	1	1
1/10/2024 3:30:00 AM	1	2	3
1/10/2024 3:45:00 AM	1	1	2
1/10/2024 4:00:00 AM	1	2	3
1/10/2024 4:15:00 AM	2	3	5
1/10/2024 4:30:00 AM	0	6	6
1/10/2024 4:45:00 AM	2	10	12
1/10/2024 5:00:00 AM	4	13	17
1/10/2024 5:15:00 AM	12	9	21
1/10/2024 5:30:00 AM	6	20	26
1/10/2024 5:45:00 AM	16	24	40
1/10/2024 6:00:00 AM	19	36	55
1/10/2024 6:15:00 AM	54	27	81
1/10/2024 6:30:00 AM	32	43	75
1/10/2024 6:45:00 AM	42	69	111
1/10/2024 7:00:00 AM	28	59	87
1/10/2024 7:15:00 AM	40	74	114
1/10/2024 7:30:00 AM	35	96	131
1/10/2024 7:45:00 AM	39	78	117
1/10/2024 8:00:00 AM	30	58	88
1/10/2024 8:15:00 AM	20	56	76
1/10/2024 8:30:00 AM	38	47	85
1/10/2024 8:45:00 AM	33	30	63
1/10/2024 9:00:00 AM	23	24	47
1/10/2024 9:15:00 AM	20	42	62
1/10/2024 9:30:00 AM	25	33	58
1/10/2024 9:45:00 AM	29	22	51
1/10/2024 10:00:00 AM	31	25	56
1/10/2024 10:15:00 AM	25	37	62
1/10/2024 10:30:00 AM	32	37	69
1/10/2024 10:45:00 AM	29	34	63
1/10/2024 11:00:00 AM	30	28	58
1/10/2024 11:15:00 AM	37	23	60
1/10/2024 11:30:00 AM	31	27	58
1/10/2024 11:45:00 AM	33	33	66
Total	814	1,137	1,951
Percentage	41.7%	58.3%	
Peak Hour	6:15 AM	7:00 AM	7:15 AM
Volume	156	307	450
PHF	0.722	0.799	0.859

All Traffic Data Services

7VOL - E CR 14 W.O. HIGH PLAINS BLVD

Time	EB	WB	Total
1/10/2024 12:00:00 PM	36	25	61
1/10/2024 12:15:00 PM	37	24	61
1/10/2024 12:30:00 PM	27	32	59
1/10/2024 12:45:00 PM	33	23	56
1/10/2024 1:00:00 PM	24	20	44
1/10/2024 1:15:00 PM	38	20	58
1/10/2024 1:30:00 PM	35	22	57
1/10/2024 1:45:00 PM	28	22	50
1/10/2024 2:00:00 PM	51	22	73
1/10/2024 2:15:00 PM	38	25	63
1/10/2024 2:30:00 PM	40	30	70
1/10/2024 2:45:00 PM	49	35	84
1/10/2024 3:00:00 PM	48	39	87
1/10/2024 3:15:00 PM	59	38	97
1/10/2024 3:30:00 PM	56	44	100
1/10/2024 3:45:00 PM	65	41	106
1/10/2024 4:00:00 PM	78	42	120
1/10/2024 4:15:00 PM	69	30	99
1/10/2024 4:30:00 PM	117	38	155
1/10/2024 4:45:00 PM	73	48	121
1/10/2024 5:00:00 PM	93	58	151
1/10/2024 5:15:00 PM	101	51	152
1/10/2024 5:30:00 PM	79	40	119
1/10/2024 5:45:00 PM	73	25	98
1/10/2024 6:00:00 PM	53	23	76
1/10/2024 6:15:00 PM	40	24	64
1/10/2024 6:30:00 PM	26	18	44
1/10/2024 6:45:00 PM	33	22	55
1/10/2024 7:00:00 PM	24	12	36
1/10/2024 7:15:00 PM	20	10	30
1/10/2024 7:30:00 PM	14	10	24
1/10/2024 7:45:00 PM	14	13	27
1/10/2024 8:00:00 PM	9	9	18
1/10/2024 8:15:00 PM	28	10	38
1/10/2024 8:30:00 PM	16	13	29
1/10/2024 8:45:00 PM	19	9	28
1/10/2024 9:00:00 PM	18	4	22
1/10/2024 9:15:00 PM	9	1	10
1/10/2024 9:30:00 PM	9	5	14
1/10/2024 9:45:00 PM	9	3	12
1/10/2024 10:00:00 PM	11	0	11
1/10/2024 10:15:00 PM	13	2	15
1/10/2024 10:30:00 PM	3	3	6
1/10/2024 10:45:00 PM	4	0	4
1/10/2024 11:00:00 PM	6	2	8
1/10/2024 11:15:00 PM	1	2	3
1/10/2024 11:30:00 PM	0	3	3
1/10/2024 11:45:00 PM	2	1	3
Total	1,728	993	2,721
Percentage	63.5%	36.5%	
Peak Hour	4:30 PM	4:45 PM	4:30 PM
Volume	384	197	579
PHF	0.821	0.849	0.934
Grand Total	2,542	2,130	4,672
Percentage	54.4%	45.6%	

APPENDIX B

Level of Service Definitions

The following information is referenced from the Highway Capacity Manual: A Guide for Multimodal Mobility Analysis, 6th Edition, Transportation Research Board, 2016: Chapter 19 – Signalized Intersections.

Motorized Vehicle Level of Service (LOS) for Signalized Intersections

Levels of service are defined to represent reasonable ranges in control delay.

LOS A Describes operations with a control delay of 10 s/veh or less and a volume-to-capacity ratio no greater than 1.0. This level is typically assigned when the volume-to-capacity ratio is low and either progression is exceptionally favorable or the cycle length is very short. If it is due to favorable progression, most vehicles arrive during the green indication and travel through the intersection without stopping.

LOS B Describes operations with control delay between 10 and 20 s/veh and a volume-to-capacity ratio no greater than 1.0. This level is typically assigned when the volume-to-capacity ratio is low and either progression is highly favorable or the cycle length is short. More vehicles stop than with LOS A.

LOS C Describes operations with control delay between 20 and 35 s/veh and a volume-to-capacity ratio no greater than 1.0. This level is typically assigned when progression is favorable or the cycle length is moderate. Individual *cycle failures* (i.e., one or more queued vehicles are not able to depart as a result of insufficient capacity during the cycle) may begin to appear at this level. The number of vehicles stopping is significant, although many vehicles still pass through the intersection without stopping.

LOS D Describes operations with control delay between 35 and 55 s/veh and a volume-to-capacity ratio no greater than 1.0. This level is typically assigned when the volume-to-capacity ratio is high and either progression is ineffective or the cycle length is long. Many vehicles stop and individual cycle failures are noticeable.

LOS E Describes operations with control delay between 55 and 80 s/veh and a volume-to-capacity ratio no greater than 1.0. This level is typically assigned when the volume-to-capacity ratio is high, progression is unfavorable, and the cycle length is long. Individual cycle failures are frequent.

LOS F Describes operations with control delay exceeding 80 s/veh or a volume-to-capacity ratio greater than 1.0. This level is typically assigned when the volume-to-capacity ratio is very high, progression is very poor, and the cycle length is long. Most cycles fail to clear the queue.

Control Delay (s/veh)	LOS by Volume-to-Capacity Ratio[a]	
	$v/c \leq 1.0$	$v/c > 1.0$
≤ 10	A	F
> 10 – 20	B	F
> 20 – 35	C	F
> 35 – 55	D	F
> 55 – 80	E	F
> 80	F	F

Note: [a] For approach-based and intersectionwide assessments, LOS is defined solely by control delay.

The following information is referenced from the Highway Capacity Manual: A Guide for Multimodal Mobility Analysis, 6th Edition, Transportation Research Board, 2016: Chapter 20 – Two-Way Stop-Controlled Intersections, Chapter 21 – All-Way Stop-Controlled Intersections, and Chapter 22 - Roundabouts.

Motorized Vehicle Level of Service (LOS) for Unsignalized & Roundabout Intersections

LOS is a quantitative stratification of performance measure(s) representing quality of service. Quality of service describes how well a transportation facility or service operates from a traveler's perspective. LOS is measured on an A – F scale, with LOS A representing the best operating conditions from a traveler's perspective.

Control Delay (s/veh)	LOS by Volume-to-Capacity Ratio[a]	
	$v/c \leq 1.0$	$v/c > 1.0$
0 – 10	A	F
> 10 – 15	B	F
> 15 – 25	C	F
> 25 – 35	D	F
> 35 – 50	E	F
> 50	F	F

Note: The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection as a whole.

[a] For approaches and intersectionwide assessment, LOS is defined solely by control delay.

APPENDIX C

Capacity Worksheets

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	217	614	56	60	146
Future Vol, veh/h	32	217	614	56	60	146
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	520	-	-	375	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	236	667	61	65	159

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	728	0	-	0	973	667
Stage 1	-	-	-	-	667	-
Stage 2	-	-	-	-	306	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	876	-	-	-	280	459
Stage 1	-	-	-	-	510	-
Stage 2	-	-	-	-	747	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	876	-	-	-	269	459
Mov Cap-2 Maneuver	-	-	-	-	269	-
Stage 1	-	-	-	-	490	-
Stage 2	-	-	-	-	747	-

Approach	EB	WB	SB
HCM Control Delay, s	1.2	0	18.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	876	-	-	-	269	459
HCM Lane V/C Ratio	0.04	-	-	-	0.242	0.346
HCM Control Delay (s)	9.3	-	-	-	22.6	16.9
HCM Lane LOS	A	-	-	-	C	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.9	1.5

Intersection	
Int Delay, s/veh	4.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	81	41	70	10	14	69
Future Vol, veh/h	81	41	70	10	14	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	88	45	76	11	15	75

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	187	82	0	0	87	0
Stage 1	82	-	-	-	-	-
Stage 2	105	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	802	978	-	-	1509	-
Stage 1	941	-	-	-	-	-
Stage 2	919	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	794	978	-	-	1509	-
Mov Cap-2 Maneuver	794	-	-	-	-	-
Stage 1	941	-	-	-	-	-
Stage 2	910	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10	0	1.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	848	1509	-
HCM Lane V/C Ratio	-	-	0.156	0.01	-
HCM Control Delay (s)	-	-	10	7.4	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.6	0	-

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	114	250	56	33	27
Future Vol, veh/h	32	114	250	56	33	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	124	272	61	36	29

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	333	0	-	0	497	303
Stage 1	-	-	-	-	303	-
Stage 2	-	-	-	-	194	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1226	-	-	-	532	737
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	839	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1226	-	-	-	516	737
Mov Cap-2 Maneuver	-	-	-	-	516	-
Stage 1	-	-	-	-	726	-
Stage 2	-	-	-	-	839	-

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	11.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1226	-	-	-	596
HCM Lane V/C Ratio	0.028	-	-	-	0.109
HCM Control Delay (s)	8	0	-	-	11.8
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.4

Intersection	
Int Delay, s/veh	2.7

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↰	↰	↱
Traffic Vol, veh/h	99	43	34	236	71	23
Future Vol, veh/h	99	43	34	236	71	23
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	108	47	37	257	77	25

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	155	0	439	108
Stage 1	-	-	-	-	108	-
Stage 2	-	-	-	-	331	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1425	-	575	946
Stage 1	-	-	-	-	916	-
Stage 2	-	-	-	-	728	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1425	-	558	946
Mov Cap-2 Maneuver	-	-	-	-	558	-
Stage 1	-	-	-	-	916	-
Stage 2	-	-	-	-	706	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	11.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	558	946	-	-	1425	-
HCM Lane V/C Ratio	0.138	0.026	-	-	0.026	-
HCM Control Delay (s)	12.5	8.9	-	-	7.6	0
HCM Lane LOS	B	A	-	-	A	A
HCM 95th %tile Q(veh)	0.5	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	93	575	333	57	49	53
Future Vol, veh/h	93	575	333	57	49	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	520	-	-	375	0	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	101	625	362	62	53	58

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	424	0	-	0	1189	362
Stage 1	-	-	-	-	362	-
Stage 2	-	-	-	-	827	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1135	-	-	-	208	683
Stage 1	-	-	-	-	704	-
Stage 2	-	-	-	-	430	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1135	-	-	-	189	683
Mov Cap-2 Maneuver	-	-	-	-	189	-
Stage 1	-	-	-	-	641	-
Stage 2	-	-	-	-	430	-

Approach	EB	WB	SB
HCM Control Delay, s	1.2	0	20.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1135	-	-	-	189	683
HCM Lane V/C Ratio	0.089	-	-	-	0.282	0.084
HCM Control Delay (s)	8.5	-	-	-	31.4	10.8
HCM Lane LOS	A	-	-	-	D	B
HCM 95th %tile Q(veh)	0.3	-	-	-	1.1	0.3

Intersection	
Int Delay, s/veh	3.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	31	24	59	54	75	63
Future Vol, veh/h	31	24	59	54	75	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	34	26	64	59	82	68

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	326	94	0	0	123	0
Stage 1	94	-	-	-	-	-
Stage 2	232	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	668	963	-	-	1464	-
Stage 1	930	-	-	-	-	-
Stage 2	807	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	629	963	-	-	1464	-
Mov Cap-2 Maneuver	629	-	-	-	-	-
Stage 1	930	-	-	-	-	-
Stage 2	760	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.3	0	4.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	741	1464	-
HCM Lane V/C Ratio	-	-	0.081	0.056	-
HCM Control Delay (s)	-	-	10.3	7.6	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.2	-

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	42	293	158	41	88	26
Future Vol, veh/h	42	293	158	41	88	26
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	46	318	172	45	96	28

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	217	0	-	0	605	195
Stage 1	-	-	-	-	195	-
Stage 2	-	-	-	-	410	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1353	-	-	-	461	846
Stage 1	-	-	-	-	838	-
Stage 2	-	-	-	-	670	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1353	-	-	-	442	846
Mov Cap-2 Maneuver	-	-	-	-	442	-
Stage 1	-	-	-	-	804	-
Stage 2	-	-	-	-	670	-

Approach	EB	WB	SB
HCM Control Delay, s	1	0	14.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1353	-	-	-	496
HCM Lane V/C Ratio	0.034	-	-	-	0.25
HCM Control Delay (s)	7.8	0	-	-	14.7
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.1	-	-	-	1

Intersection	
Int Delay, s/veh	1.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↰	↰	↱
Traffic Vol, veh/h	279	105	26	142	53	24
Future Vol, veh/h	279	105	26	142	53	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	303	114	28	154	58	26

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	417	0	513	303
Stage 1	-	-	-	-	303	-
Stage 2	-	-	-	-	210	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1142	-	521	737
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	825	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1142	-	507	737
Mov Cap-2 Maneuver	-	-	-	-	507	-
Stage 1	-	-	-	-	749	-
Stage 2	-	-	-	-	803	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.3	12.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	507	737	-	-	1142	-
HCM Lane V/C Ratio	0.114	0.035	-	-	0.025	-
HCM Control Delay (s)	13	10.1	-	-	8.2	0
HCM Lane LOS	B	B	-	-	A	A
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0.1	-

Intersection	
Int Delay, s/veh	28.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	107	284	0	9	707	81	14	0	0	94	0	329
Future Vol, veh/h	107	284	0	9	707	81	14	0	0	94	0	329
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	520	-	0	0	-	375	0	-	0	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	116	309	0	10	768	88	15	0	0	102	0	358

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	856	0	0	309	0	0	1552	1417	309	1329	1329	768
Stage 1	-	-	-	-	-	-	541	541	-	788	788	-
Stage 2	-	-	-	-	-	-	1011	876	-	541	541	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	784	-	-	1252	-	-	92	137	731	132	155	402
Stage 1	-	-	-	-	-	-	525	521	-	384	402	-
Stage 2	-	-	-	-	-	-	289	367	-	525	521	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	784	-	-	1252	-	-	~ 9	116	731	116	131	402
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 9	116	-	116	131	-
Stage 1	-	-	-	-	-	-	447	444	-	327	399	-
Stage 2	-	-	-	-	-	-	32	364	-	447	444	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	2.8	0.1	$ 1133.6	69.3
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	9	-	-	784	-	-	1252	-	-	116	-	402
HCM Lane V/C Ratio	1.691	-	-	0.148	-	-	0.008	-	-	0.881	-	0.89
HCM Control Delay (s)	$ 1133.6	0	0	10.4	-	-	7.9	-	-	123.3	0	53.9
HCM Lane LOS	F	A	A	B	-	-	A	-	-	F	A	F
HCM 95th %tile Q(veh)	2.8	-	-	0.5	-	-	0	-	-	5.4	-	9.1

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	3.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	84	43	128	10	15	200
Future Vol, veh/h	84	43	128	10	15	200
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	91	47	139	11	16	217

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	394	145	0	0	150	0
Stage 1	145	-	-	-	-	-
Stage 2	249	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	611	902	-	-	1431	-
Stage 1	882	-	-	-	-	-
Stage 2	792	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	603	902	-	-	1431	-
Mov Cap-2 Maneuver	603	-	-	-	-	-
Stage 1	882	-	-	-	-	-
Stage 2	782	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	11.7	0	0.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	679	1431	-
HCM Lane V/C Ratio	-	-	0.203	0.011	-
HCM Control Delay (s)	-	-	11.7	7.5	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.8	0	-

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	33	198	0	9	354	67	0	0	3	37	0	28
Future Vol, veh/h	33	198	0	9	354	67	0	0	3	37	0	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	215	0	10	385	73	0	0	3	40	0	30

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	458	0	0	215	0	0	744	765	215	731	729	422
Stage 1	-	-	-	-	-	-	287	287	-	442	442	-
Stage 2	-	-	-	-	-	-	457	478	-	289	287	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1103	-	-	1355	-	-	331	333	825	337	350	632
Stage 1	-	-	-	-	-	-	720	674	-	594	576	-
Stage 2	-	-	-	-	-	-	583	556	-	719	674	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1103	-	-	1355	-	-	304	317	825	324	334	632
Mov Cap-2 Maneuver	-	-	-	-	-	-	304	317	-	324	334	-
Stage 1	-	-	-	-	-	-	693	649	-	572	570	-
Stage 2	-	-	-	-	-	-	549	550	-	690	649	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.2	0.2	9.4	14.8
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	825	1103	-	-	1355	-	-	324	632
HCM Lane V/C Ratio	0.004	0.033	-	-	0.007	-	-	0.124	0.048
HCM Control Delay (s)	9.4	8.4	0	-	7.7	0	-	17.7	11
HCM Lane LOS	A	A	A	-	A	A	-	C	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.4	0.2

Intersection	
Int Delay, s/veh	4.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↲	↰	↱
Traffic Vol, veh/h	148	45	143	322	74	85
Future Vol, veh/h	148	45	143	322	74	85
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	161	49	155	350	80	92

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	210	0	821	161
Stage 1	-	-	-	-	161	-
Stage 2	-	-	-	-	660	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1361	-	344	884
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	514	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1361	-	295	884
Mov Cap-2 Maneuver	-	-	-	-	295	-
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	442	-

Approach	EB	WB	NB
HCM Control Delay, s	0	2.5	15.2
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	295	884	-	-	1361	-
HCM Lane V/C Ratio	0.273	0.105	-	-	0.114	-
HCM Control Delay (s)	21.7	9.5	-	-	8	0
HCM Lane LOS	C	A	-	-	A	A
HCM 95th %tile Q(veh)	1.1	0.3	-	-	0.4	-

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	105	35	171	184	4
Future Vol, veh/h	11	105	35	171	184	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	114	38	186	200	4

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	464	202	204	0	-	0
Stage 1	202	-	-	-	-	-
Stage 2	262	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	556	839	1368	-	-	-
Stage 1	832	-	-	-	-	-
Stage 2	782	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	540	839	1368	-	-	-
Mov Cap-2 Maneuver	540	-	-	-	-	-
Stage 1	809	-	-	-	-	-
Stage 2	782	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.2	1.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1368	-	540	839	-	-
HCM Lane V/C Ratio	0.028	-	0.022	0.136	-	-
HCM Control Delay (s)	7.7	-	11.8	10	-	-
HCM Lane LOS	A	-	B	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	0.5	-	-

Intersection	
Int Delay, s/veh	300.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	311	718	0	0	459	96	136	0	0	73	0	198
Future Vol, veh/h	311	718	0	0	459	96	136	0	0	73	0	198
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	520	-	0	0	-	375	0	-	0	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	338	780	0	0	499	104	148	0	0	79	0	215

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	603	0	0	780	0	0	2115	2059	780	1955	1955	499
Stage 1	-	-	-	-	-	-	1456	1456	-	499	499	-
Stage 2	-	-	-	-	-	-	659	603	-	1456	1456	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	975	-	-	837	-	-	~ 37	55	395	~ 48	64	572
Stage 1	-	-	-	-	-	-	161	194	-	554	544	-
Stage 2	-	-	-	-	-	-	453	488	-	161	194	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	975	-	-	837	-	-	~ 17	36	395	~ 35	42	572
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 17	36	-	~ 35	42	-
Stage 1	-	-	-	-	-	-	~ 105	127	-	362	544	-
Stage 2	-	-	-	-	-	-	283	488	-	105	127	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	3.2	0	$ 3904.5	233.1
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	17	-	-	975	-	-	837	-	-	35	-	572
HCM Lane V/C Ratio	8.696	-	-	0.347	-	-	-	-	-	2.267	-	0.376
HCM Control Delay (s)	$ 3904.5	0	0	10.6	-	-	0	-	-	$ 824.5	0	15
HCM Lane LOS	F	A	A	B	-	-	A	-	-	F	A	C
HCM 95th %tile Q(veh)	19.2	-	-	1.6	-	-	0	-	-	8.9	-	1.7

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	2.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	32	25	219	56	78	171
Future Vol, veh/h	32	25	219	56	78	171
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	27	238	61	85	186

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	625	269	0	0	299	0
Stage 1	269	-	-	-	-	-
Stage 2	356	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	449	770	-	-	1262	-
Stage 1	776	-	-	-	-	-
Stage 2	709	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	415	770	-	-	1262	-
Mov Cap-2 Maneuver	415	-	-	-	-	-
Stage 1	776	-	-	-	-	-
Stage 2	656	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.9	0	2.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	520	1262	-
HCM Lane V/C Ratio	-	-	0.119	0.067	-
HCM Control Delay (s)	-	-	12.9	8.1	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.2	-

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	44	457	0	6	307	49	0	0	10	102	0	27
Future Vol, veh/h	44	457	0	6	307	49	0	0	10	102	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	48	497	0	7	334	53	0	0	11	111	0	29

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	387	0	0	497	0	0	982	994	497	974	968	361
Stage 1	-	-	-	-	-	-	593	593	-	375	375	-
Stage 2	-	-	-	-	-	-	389	401	-	599	593	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1171	-	-	1067	-	-	228	245	573	231	254	684
Stage 1	-	-	-	-	-	-	492	493	-	646	617	-
Stage 2	-	-	-	-	-	-	635	601	-	488	493	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1171	-	-	1067	-	-	207	229	573	216	237	684
Mov Cap-2 Maneuver	-	-	-	-	-	-	207	229	-	216	237	-
Stage 1	-	-	-	-	-	-	464	465	-	609	612	-
Stage 2	-	-	-	-	-	-	603	596	-	451	465	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.7	0.1	11.4	32.2
HCM LOS			B	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	573	1171	-	-	1067	-	-	216	684
HCM Lane V/C Ratio	0.019	0.041	-	-	0.006	-	-	0.513	0.043
HCM Control Delay (s)	11.4	8.2	0	-	8.4	0	-	38	10.5
HCM Lane LOS	B	A	A	-	A	A	-	E	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	2.6	0.1

Intersection	
Int Delay, s/veh	4.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↰	↰	↱
Traffic Vol, veh/h	393	109	134	224	55	165
Future Vol, veh/h	393	109	134	224	55	165
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	427	118	146	243	60	179

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	545	0	962	427
Stage 1	-	-	-	-	427	-
Stage 2	-	-	-	-	535	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1024	-	284	628
Stage 1	-	-	-	-	658	-
Stage 2	-	-	-	-	587	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1024	-	237	628
Mov Cap-2 Maneuver	-	-	-	-	237	-
Stage 1	-	-	-	-	658	-
Stage 2	-	-	-	-	490	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	16
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	237	628	-	-	1024	-
HCM Lane V/C Ratio	0.252	0.286	-	-	0.142	-
HCM Control Delay (s)	25.2	13	-	-	9.1	0
HCM Lane LOS	D	B	-	-	A	A
HCM 95th %tile Q(veh)	1	1.2	-	-	0.5	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	70	118	244	231	12
Future Vol, veh/h	7	70	118	244	231	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	76	128	265	251	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	779	258	264	0	-	0
Stage 1	258	-	-	-	-	-
Stage 2	521	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	364	781	1300	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	596	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	328	781	1300	-	-	-
Mov Cap-2 Maneuver	328	-	-	-	-	-
Stage 1	708	-	-	-	-	-
Stage 2	596	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.7	2.6	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1300	-	328	781	-	-
HCM Lane V/C Ratio	0.099	-	0.023	0.097	-	-
HCM Control Delay (s)	8.1	-	16.2	10.1	-	-
HCM Lane LOS	A	-	C	B	-	-
HCM 95th %tile Q(veh)	0.3	-	0.1	0.3	-	-

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	156	365	19	9	966	111	37	17	0	130	47	495
Future Volume (vph)	156	365	19	9	966	111	37	17	0	130	47	495
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1770	3539	1863	1770	3539	1583
Flt Permitted	0.130			0.518			0.722			0.563		
Satd. Flow (perm)	242	3539	1583	965	3539	1583	1345	3539	1863	1049	3539	1583
Satd. Flow (RTOR)			109			121						232
Lane Group Flow (vph)	170	397	21	10	1050	121	40	18	0	141	51	538
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2		2	6		6	8		8	4		4
Detector Phase	5	2	2	1	6	6	3	8	8	7	4	4
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0
Total Split (s)	13.0	46.0	46.0	9.0	42.0	42.0	9.0	36.0	36.0	9.0	36.0	36.0
Total Split (%)	13.0%	46.0%	46.0%	9.0%	42.0%	42.0%	9.0%	36.0%	36.0%	9.0%	36.0%	36.0%
Yellow Time (s)	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None	None	None
Act Effct Green (s)	59.5	56.7	56.7	51.9	45.6	45.6	17.8	15.8		30.9	26.1	26.1
Actuated g/C Ratio	0.60	0.57	0.57	0.52	0.46	0.46	0.18	0.16		0.31	0.26	0.26
v/c Ratio	0.61	0.20	0.02	0.02	0.65	0.15	0.15	0.03		0.31	0.06	0.92
Control Delay	22.2	13.3	0.1	12.4	25.8	4.5	27.5	28.6		25.1	25.3	42.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	22.2	13.3	0.1	12.4	25.8	4.5	27.5	28.6		25.1	25.3	42.2
LOS	C	B	A	B	C	A	C	C		C	C	D
Approach Delay		15.4			23.6			27.8			37.7	
Approach LOS		B			C			C			D	
Queue Length 50th (ft)	53	68	0	3	310	0	25	5		59	12	195
Queue Length 95th (ft)	#114	122	0	11	394	36	36	12		98	25	#376
Internal Link Dist (ft)		1097			1210			566			815	
Turn Bay Length (ft)	520					375						
Base Capacity (vph)	287	2006	944	544	1613	787	260	1097		454	1097	650
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.59	0.20	0.02	0.02	0.65	0.15	0.15	0.02		0.31	0.05	0.83

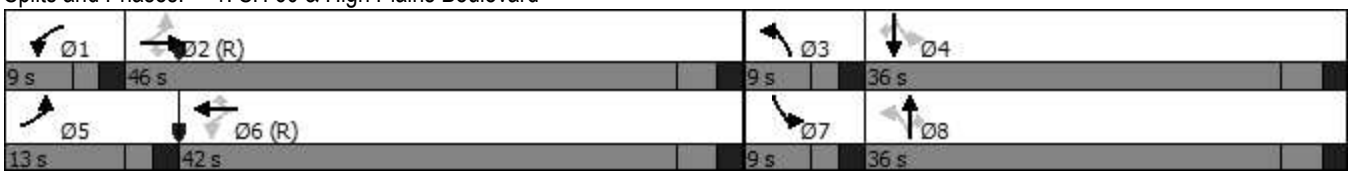
Intersection Summary
Cycle Length: 100
Actuated Cycle Length: 100
Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.92

Intersection Signal Delay: 25.8	Intersection LOS: C
Intersection Capacity Utilization 73.2%	ICU Level of Service D
Analysis Period (min) 15	

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SH 60 & High Plains Boulevard



Intersection	
Int Delay, s/veh	3.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	122	62	245	15	21	364
Future Vol, veh/h	122	62	245	15	21	364
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	133	67	266	16	23	396

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	518	141	0	0	282	0
Stage 1	274	-	-	-	-	-
Stage 2	244	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	487	881	-	-	1277	-
Stage 1	747	-	-	-	-	-
Stage 2	774	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	476	881	-	-	1277	-
Mov Cap-2 Maneuver	476	-	-	-	-	-
Stage 1	747	-	-	-	-	-
Stage 2	756	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.9	0	0.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	563	1277	-
HCM Lane V/C Ratio	-	-	0.355	0.018	-
HCM Control Delay (s)	-	-	14.9	7.9	0.1
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	1.6	0.1	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	48	275	0	9	540	93	0	0	3	53	0	41
Future Vol, veh/h	48	275	0	9	540	93	0	0	3	53	0	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	52	299	0	10	587	101	0	0	3	58	0	45

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	688	0	0	299	0	0	1083	1111	299	1063	1061	638
Stage 1	-	-	-	-	-	-	403	403	-	658	658	-
Stage 2	-	-	-	-	-	-	680	708	-	405	403	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	906	-	-	1262	-	-	195	209	741	201	224	477
Stage 1	-	-	-	-	-	-	624	600	-	453	461	-
Stage 2	-	-	-	-	-	-	441	438	-	622	600	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	906	-	-	1262	-	-	166	192	741	188	206	477
Mov Cap-2 Maneuver	-	-	-	-	-	-	166	192	-	188	206	-
Stage 1	-	-	-	-	-	-	581	559	-	422	455	-
Stage 2	-	-	-	-	-	-	395	432	-	577	559	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.4	0.1	9.9	24.1
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	741	906	-	-	1262	-	-	188	477
HCM Lane V/C Ratio	0.004	0.058	-	-	0.008	-	-	0.306	0.093
HCM Control Delay (s)	9.9	9.2	0	-	7.9	0	-	32.4	13.3
HCM Lane LOS	A	A	A	-	A	A	-	D	B
HCM 95th %tile Q(veh)	0	0.2	-	-	0	-	-	1.2	0.3

Intersection	
Int Delay, s/veh	111.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	31	169	65	187	396	8	107	56	95	6	126	54
Future Vol, veh/h	31	169	65	187	396	8	107	56	95	6	126	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	610	-	610	0	-	0	280	-	-	280	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	34	184	71	203	430	9	116	61	103	7	137	59

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	439	0	0	255	0	0	1191	1097	184	1206	1159	430
Stage 1	-	-	-	-	-	-	252	252	-	836	836	-
Stage 2	-	-	-	-	-	-	939	845	-	370	323	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1121	-	-	1310	-	-	164	213	858	160	196	625
Stage 1	-	-	-	-	-	-	752	698	-	362	382	-
Stage 2	-	-	-	-	-	-	317	379	-	650	650	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1121	-	-	1310	-	-	~ 37	175	858	89	161	625
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 37	175	-	89	161	-
Stage 1	-	-	-	-	-	-	729	677	-	351	323	-
Stage 2	-	-	-	-	-	-	140	320	-	505	631	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1	2.6	$ 506.2	67.3
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	37	175	858	1121	-	-	1310	-	-	89	161	625
HCM Lane V/C Ratio	3.143	0.348	0.12	0.03	-	-	0.155	-	-	0.073	0.851	0.094
HCM Control Delay (s)	$ 1193	36.2	9.8	8.3	-	-	8.3	-	-	48.6	92.2	11.4
HCM Lane LOS	F	E	A	A	-	-	A	-	-	E	F	B
HCM 95th %tile Q(veh)	13.2	1.5	0.4	0.1	-	-	0.5	-	-	0.2	5.8	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	105	35	108	155	4
Future Vol, veh/h	11	105	35	108	155	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	114	38	117	168	4

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	305	86	172	0	-	0
Stage 1	170	-	-	-	-	-
Stage 2	135	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	663	956	1402	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	877	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	645	956	1402	-	-	-
Mov Cap-2 Maneuver	645	-	-	-	-	-
Stage 1	820	-	-	-	-	-
Stage 2	877	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	1.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1402	-	645	956	-	-
HCM Lane V/C Ratio	0.027	-	0.019	0.119	-	-
HCM Control Delay (s)	7.6	-	10.7	9.3	-	-
HCM Lane LOS	A	-	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	0.4	-	-

Timings
1: SH 60 & High Plains Boulevard

Background Traffic Volu
PM Peak Hour - Year 2044

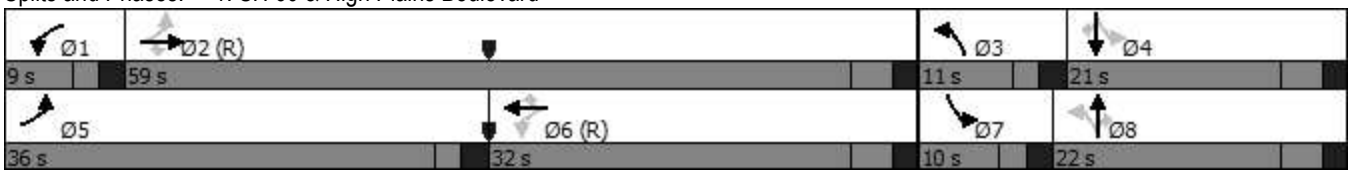
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	459	943	40	0	575	132	174	52	0	112	31	288
Future Volume (vph)	459	943	40	0	575	132	174	52	0	112	31	288
Satd. Flow (prot)	1770	3539	1583	1863	3539	1583	1770	3539	1863	1770	3539	1583
Flt Permitted	0.316						0.734			0.622		
Satd. Flow (perm)	589	3539	1583	1863	3539	1583	1367	3539	1863	1159	3539	1583
Satd. Flow (RTOR)			109			153						313
Lane Group Flow (vph)	499	1025	43	0	625	143	189	57	0	122	34	313
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2		2	6		6	8		8	4		4
Detector Phase	5	2	2	1	6	6	3	8	8	7	4	4
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0
Total Split (s)	36.0	59.0	59.0	9.0	32.0	32.0	11.0	22.0	22.0	10.0	21.0	21.0
Total Split (%)	36.0%	59.0%	59.0%	9.0%	32.0%	32.0%	11.0%	22.0%	22.0%	10.0%	21.0%	21.0%
Yellow Time (s)	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	C-Max	None	C-Max	C-Max	None	None	None	None	None	None
Act Effct Green (s)	71.3	70.3	70.3		45.1	45.1	16.2	9.5		16.7	8.7	8.7
Actuated g/C Ratio	0.71	0.70	0.70		0.45	0.45	0.16	0.10		0.17	0.09	0.09
v/c Ratio	0.74	0.41	0.04		0.39	0.18	0.76	0.17		0.50	0.11	0.74
Control Delay	14.6	7.3	0.1		21.9	4.5	56.3	40.8		41.3	40.7	16.1
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	14.6	7.3	0.1		21.9	4.5	56.3	40.8		41.3	40.7	16.1
LOS	B	A	A		C	A	E	D		D	D	B
Approach Delay		9.4			18.7			52.7			24.4	
Approach LOS		A			B			D			C	
Queue Length 50th (ft)	99	113	0		127	0	111	18		69	11	0
Queue Length 95th (ft)	232	206	0		247	40	161	34		108	24	77
Internal Link Dist (ft)		1097			1210			566			815	
Turn Bay Length (ft)	520		520			375						
Base Capacity (vph)	798	2489	1145		1597	798	248	601		243	566	516
Starvation Cap Reductn	0	0	0		0	0	0	0		0	0	0
Spillback Cap Reductn	0	0	0		0	0	0	0		0	0	0
Storage Cap Reductn	0	0	0		0	0	0	0		0	0	0
Reduced v/c Ratio	0.63	0.41	0.04		0.39	0.18	0.76	0.09		0.50	0.06	0.61

Intersection Summary
Cycle Length: 100
Actuated Cycle Length: 100
Offset: 0 (0%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green
Natural Cycle: 60
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.76

Intersection Signal Delay: 17.5	Intersection LOS: B
Intersection Capacity Utilization 69.3%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: SH 60 & High Plains Boulevard



Intersection	
Int Delay, s/veh	2.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	47	36	506	81	113	293
Future Vol, veh/h	47	36	506	81	113	293
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	51	39	550	88	123	318

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	999	319	0	0	638	0
Stage 1	594	-	-	-	-	-
Stage 2	405	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	240	677	-	-	942	-
Stage 1	514	-	-	-	-	-
Stage 2	642	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	202	677	-	-	942	-
Mov Cap-2 Maneuver	202	-	-	-	-	-
Stage 1	514	-	-	-	-	-
Stage 2	540	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	22.9	0	2.9
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	290	942	-
HCM Lane V/C Ratio	-	-	0.311	0.13	-
HCM Control Delay (s)	-	-	22.9	9.4	0.4
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	1.3	0.4	-

Intersection	
Int Delay, s/veh	33

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	63	669	0	6	429	68	0	0	10	142	0	39
Future Vol, veh/h	63	669	0	6	429	68	0	0	10	142	0	39
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	68	727	0	7	466	74	0	0	11	154	0	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	540	0	0	727	0	0	1401	1417	727	1386	1380	503
Stage 1	-	-	-	-	-	-	863	863	-	517	517	-
Stage 2	-	-	-	-	-	-	538	554	-	869	863	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1028	-	-	876	-	-	118	137	424	~ 120	144	569
Stage 1	-	-	-	-	-	-	349	372	-	541	534	-
Stage 2	-	-	-	-	-	-	527	514	-	347	372	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1028	-	-	876	-	-	99	120	424	~ 106	126	569
Mov Cap-2 Maneuver	-	-	-	-	-	-	99	120	-	~ 106	126	-
Stage 1	-	-	-	-	-	-	310	331	-	481	528	-
Stage 2	-	-	-	-	-	-	482	508	-	301	331	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.8	0.1	13.7	255.7
HCM LOS			B	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	424	1028	-	-	876	-	-	106	569
HCM Lane V/C Ratio	0.026	0.067	-	-	0.007	-	-	1.456	0.075
HCM Control Delay (s)	13.7	8.8	0	-	9.1	0	-	$ 322.7	11.8
HCM Lane LOS	B	A	A	-	A	A	-	F	B
HCM 95th %tile Q(veh)	0.1	0.2	-	-	0	-	-	11.2	0.2

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	73	467	158	141	248	8	80	152	190	9	107	59
Future Vol, veh/h	73	467	158	141	248	8	80	152	190	9	107	59
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	610	-	610	0	-	0	280	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	79	508	172	153	270	9	87	165	207	10	116	64

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	279	0	0	680	0	0	1337	1251	508	1514	1414	270
Stage 1	-	-	-	-	-	-	666	666	-	576	576	-
Stage 2	-	-	-	-	-	-	671	585	-	938	838	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1284	-	-	912	-	-	130	172	565	98	138	769
Stage 1	-	-	-	-	-	-	449	457	-	503	502	-
Stage 2	-	-	-	-	-	-	446	498	-	317	382	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1284	-	-	912	-	-	-	~ 134	565	-	~ 108	769
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 134	-	-	~ 108	-
Stage 1	-	-	-	-	-	-	421	429	-	472	418	-
Stage 2	-	-	-	-	-	-	246	414	-	116	358	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.8	3.5		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	134	565	1284	-	-	912	-	-	-	108	769
HCM Lane V/C Ratio	-	1.233	0.366	0.062	-	-	0.168	-	-	-	1.077	0.083
HCM Control Delay (s)	-	217.2	15	8	-	-	9.7	-	-	-	183.9	10.1
HCM Lane LOS	-	F	C	A	-	-	A	-	-	-	F	B
HCM 95th %tile Q(veh)	-	10.1	1.7	0.2	-	-	0.6	-	-	-	7.1	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	70	118	297	128	12
Future Vol, veh/h	7	70	118	297	128	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	8	76	128	323	139	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	564	76	152	0	-	0
Stage 1	146	-	-	-	-	-
Stage 2	418	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	456	970	1426	-	-	-
Stage 1	866	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	415	970	1426	-	-	-
Mov Cap-2 Maneuver	415	-	-	-	-	-
Stage 1	788	-	-	-	-	-
Stage 2	632	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	2.2	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	1426	-	415	970	-	-
HCM Lane V/C Ratio	0.09	-	0.018	0.078	-	-
HCM Control Delay (s)	7.8	-	13.8	9	-	-
HCM Lane LOS	A	-	B	A	-	-
HCM 95th %tile Q(veh)	0.3	-	0.1	0.3	-	-

Intersection	
Int Delay, s/veh	69.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	159	284	0	9	707	91	14	0	0	121	0	481
Future Vol, veh/h	159	284	0	9	707	91	14	0	0	121	0	481
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	520	-	530	375	-	375	0	-	0	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	173	309	0	10	768	99	15	0	0	132	0	523

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	867	0	0	309	0	0	1754	1542	309	1443	1443	768
Stage 1	-	-	-	-	-	-	655	655	-	788	788	-
Stage 2	-	-	-	-	-	-	1099	887	-	655	655	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	777	-	-	1252	-	-	67	115	731	~ 110	132	~ 402
Stage 1	-	-	-	-	-	-	455	463	-	384	402	-
Stage 2	-	-	-	-	-	-	258	362	-	455	463	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	777	-	-	1252	-	-	-	89	731	~ 91	102	~ 402
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	89	-	~ 91	102	-
Stage 1	-	-	-	-	-	-	354	360	-	298	399	-
Stage 2	-	-	-	-	-	-	-	359	-	354	360	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	3.9	0.1		211.5
HCM LOS			-	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	-	-	777	-	-	1252	-	-	91	-	402
HCM Lane V/C Ratio	-	-	-	0.222	-	-	0.008	-	-	1.445	-	1.301
HCM Control Delay (s)	-	0	0	11	-	-	7.9	-	-	$ 333.9	0	180.7
HCM Lane LOS	-	A	A	B	-	-	A	-	-	F	A	F
HCM 95th %tile Q(veh)	-	-	-	0.8	-	-	0	-	-	10	-	23.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	3.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	111	43	180	20	15	352
Future Vol, veh/h	111	43	180	20	15	352
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	121	47	196	22	16	383

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	622	207	0	0	218	0
Stage 1	207	-	-	-	-	-
Stage 2	415	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	450	833	-	-	1352	-
Stage 1	828	-	-	-	-	-
Stage 2	666	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	443	833	-	-	1352	-
Mov Cap-2 Maneuver	443	-	-	-	-	-
Stage 1	828	-	-	-	-	-
Stage 2	656	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	15.5	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	510	1352	-
HCM Lane V/C Ratio	-	-	0.328	0.012	-
HCM Control Delay (s)	-	-	15.5	7.7	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	1.4	0	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↕	
Traffic Vol, veh/h	33	217	0	9	409	81	0	0	3	41	0	28
Future Vol, veh/h	33	217	0	9	409	81	0	0	3	41	0	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	236	0	10	445	88	0	0	3	45	0	30

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	533	0	0	236	0	0	832	861	236	819	817	489
Stage 1	-	-	-	-	-	-	308	308	-	509	509	-
Stage 2	-	-	-	-	-	-	524	553	-	310	308	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1035	-	-	1331	-	-	288	293	803	294	311	579
Stage 1	-	-	-	-	-	-	702	660	-	547	538	-
Stage 2	-	-	-	-	-	-	537	514	-	700	660	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1035	-	-	1331	-	-	262	278	803	281	295	579
Mov Cap-2 Maneuver	-	-	-	-	-	-	262	278	-	281	295	-
Stage 1	-	-	-	-	-	-	674	634	-	525	532	-
Stage 2	-	-	-	-	-	-	503	508	-	669	634	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.1	0.1	9.5	16.7
HCM LOS			A	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	803	1035	-	-	1331	-	-	281	579
HCM Lane V/C Ratio	0.004	0.035	-	-	0.007	-	-	0.159	0.053
HCM Control Delay (s)	9.5	8.6	0	-	7.7	0	-	20.2	11.6
HCM Lane LOS	A	A	A	-	A	A	-	C	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.6	0.2

Intersection	
Int Delay, s/veh	5.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↰	↰	↱
Traffic Vol, veh/h	162	54	171	363	102	94
Future Vol, veh/h	162	54	171	363	102	94
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	176	59	186	395	111	102

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	235	0	943	176
Stage 1	-	-	-	-	176	-
Stage 2	-	-	-	-	767	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1332	-	291	867
Stage 1	-	-	-	-	855	-
Stage 2	-	-	-	-	458	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1332	-	239	867
Mov Cap-2 Maneuver	-	-	-	-	239	-
Stage 1	-	-	-	-	855	-
Stage 2	-	-	-	-	376	-

Approach	EB	WB	NB
HCM Control Delay, s	0	2.6	21.6
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	239	867	-	-	1332	-
HCM Lane V/C Ratio	0.464	0.118	-	-	0.14	-
HCM Control Delay (s)	32.5	9.7	-	-	8.1	0
HCM Lane LOS	D	A	-	-	A	A
HCM 95th %tile Q(veh)	2.3	0.4	-	-	0.5	-

Intersection	
Int Delay, s/veh	6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	105	124	0	28	35	180	43	9	212	4
Future Vol, veh/h	11	0	105	124	0	28	35	180	43	9	212	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	200	200	-	-	150	-	150	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	0	114	135	0	30	38	196	47	10	230	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	563	571	232	581	526	196	234	0	0	243	0	0
Stage 1	252	252	-	272	272	-	-	-	-	-	-	-
Stage 2	311	319	-	309	254	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	437	431	807	425	457	845	1333	-	-	1323	-	-
Stage 1	752	698	-	734	685	-	-	-	-	-	-	-
Stage 2	699	653	-	701	697	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	409	415	807	354	440	845	1333	-	-	1323	-	-
Mov Cap-2 Maneuver	409	415	-	354	440	-	-	-	-	-	-	-
Stage 1	730	692	-	713	665	-	-	-	-	-	-	-
Stage 2	655	634	-	596	691	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	10.6	19.1	1.1	0.3
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1333	-	-	409	807	354	845	1323	-	-
HCM Lane V/C Ratio	0.029	-	-	0.029	0.141	0.381	0.036	0.007	-	-
HCM Control Delay (s)	7.8	-	-	14.1	10.2	21.3	9.4	7.7	0	-
HCM Lane LOS	A	-	-	B	B	C	A	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0.5	1.7	0.1	0	-	-

Intersection	
Int Delay, s/veh	2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	233	23	10	465	69	28
Future Vol, veh/h	233	23	10	465	69	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	253	25	11	505	75	30

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	278	0	793	266
Stage 1	-	-	-	-	266	-
Stage 2	-	-	-	-	527	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1285	-	358	773
Stage 1	-	-	-	-	779	-
Stage 2	-	-	-	-	592	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1285	-	354	773
Mov Cap-2 Maneuver	-	-	-	-	354	-
Stage 1	-	-	-	-	779	-
Stage 2	-	-	-	-	585	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	16.4
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	420	-	-	1285	-
HCM Lane V/C Ratio	0.251	-	-	0.008	-
HCM Control Delay (s)	16.4	-	-	7.8	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1	-	-	0	-

Intersection	
Int Delay, s/veh	1183.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	482	718	0	0	459	127	136	0	0	92	0	298
Future Vol, veh/h	482	718	0	0	459	127	136	0	0	92	0	298
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	520	-	530	375	-	375	0	-	0	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	524	780	0	0	499	138	148	0	0	100	0	324

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	637	0	0	780	0	0	2558	2465	780	2327	2327	499
Stage 1	-	-	-	-	-	-	1828	1828	-	499	499	-
Stage 2	-	-	-	-	-	-	730	637	-	1828	1828	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	947	-	-	837	-	-	~ 18	30	395	~ 26	37	572
Stage 1	-	-	-	-	-	-	~ 98	127	-	554	544	-
Stage 2	-	-	-	-	-	-	414	471	-	~ 98	127	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	947	-	-	837	-	-	~ 4	13	395	~ 15	17	572
Mov Cap-2 Maneuver	-	-	-	-	-	-	~ 4	13	-	~ 15	17	-
Stage 1	-	-	-	-	-	-	~ 44	57	-	248	544	-
Stage 2	-	-	-	-	-	-	180	471	-	~ 44	57	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	5.4	0	$ 17962.9	$ 734.5
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	4	-	-	947	-	-	837	-	-	15	-	572
HCM Lane V/C Ratio	36.957	-	-	0.553	-	-	-	-	-	6.667	-	0.566
HCM Control Delay (s)	$ 17962.9	0	0	13.4	-	-	0	-		$ 3051.5	0	19.2
HCM Lane LOS	F	A	A	B	-	-	A	-	-	F	A	C
HCM 95th %tile Q(veh)	20.7	-	-	3.5	-	-	0	-	-	13.4	-	3.5

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	2.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	50	25	390	87	78	272
Future Vol, veh/h	50	25	390	87	78	272
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	54	27	424	95	85	296

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	938	472	0	0	519	0
Stage 1	472	-	-	-	-	-
Stage 2	466	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	293	592	-	-	1047	-
Stage 1	628	-	-	-	-	-
Stage 2	632	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	265	592	-	-	1047	-
Mov Cap-2 Maneuver	265	-	-	-	-	-
Stage 1	628	-	-	-	-	-
Stage 2	571	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.7	0	1.9
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	325	1047	-
HCM Lane V/C Ratio	-	-	0.251	0.081	-
HCM Control Delay (s)	-	-	19.7	8.7	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	1	0.3	-

Intersection	
Int Delay, s/veh	7.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	44	519	0	6	343	58	0	0	10	117	0	27
Future Vol, veh/h	44	519	0	6	343	58	0	0	10	117	0	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	48	564	0	7	373	63	0	0	11	127	0	29

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	436	0	0	564	0	0	1093	1110	564	1085	1079	405
Stage 1	-	-	-	-	-	-	660	660	-	419	419	-
Stage 2	-	-	-	-	-	-	433	450	-	666	660	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1124	-	-	1008	-	-	192	209	525	194	218	646
Stage 1	-	-	-	-	-	-	452	460	-	612	590	-
Stage 2	-	-	-	-	-	-	601	572	-	449	460	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1124	-	-	1008	-	-	173	194	525	180	203	646
Mov Cap-2 Maneuver	-	-	-	-	-	-	173	194	-	180	203	-
Stage 1	-	-	-	-	-	-	424	431	-	574	585	-
Stage 2	-	-	-	-	-	-	569	567	-	412	431	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.7	0.1	12	52.8
HCM LOS			B	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	525	1124	-	-	1008	-	-	180	646
HCM Lane V/C Ratio	0.021	0.043	-	-	0.006	-	-	0.707	0.045
HCM Control Delay (s)	12	8.3	0	-	8.6	0	-	62.5	10.8
HCM Lane LOS	B	A	A	-	A	A	-	F	B
HCM 95th %tile Q(veh)	0.1	0.1	-	-	0	-	-	4.4	0.1

Intersection	
Int Delay, s/veh	5.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↱		↰	↰	↱
Traffic Vol, veh/h	440	139	153	251	73	196
Future Vol, veh/h	440	139	153	251	73	196
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	610	-	-	280	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	478	151	166	273	79	213

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	629	0	1083	478
Stage 1	-	-	-	-	478	-
Stage 2	-	-	-	-	605	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	953	-	240	587
Stage 1	-	-	-	-	624	-
Stage 2	-	-	-	-	545	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	953	-	191	587
Mov Cap-2 Maneuver	-	-	-	-	191	-
Stage 1	-	-	-	-	624	-
Stage 2	-	-	-	-	433	-

Approach	EB	WB	NB
HCM Control Delay, s	0	3.6	20.6
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	191	587	-	-	953	-
HCM Lane V/C Ratio	0.415	0.363	-	-	0.175	-
HCM Control Delay (s)	36.6	14.6	-	-	9.6	0
HCM Lane LOS	E	B	-	-	A	A
HCM 95th %tile Q(veh)	1.9	1.7	-	-	0.6	-

Intersection	
Int Delay, s/veh	5.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	0	70	82	0	18	118	275	140	30	250	12
Future Vol, veh/h	7	0	70	82	0	18	118	275	140	30	250	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	200	200	-	-	150	-	150	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	76	89	0	20	128	299	152	33	272	13

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	986	1052	279	938	906	299	285	0	0	451	0	0
Stage 1	345	345	-	555	555	-	-	-	-	-	-	-
Stage 2	641	707	-	383	351	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	227	227	760	244	276	741	1277	-	-	1109	-	-
Stage 1	671	636	-	516	513	-	-	-	-	-	-	-
Stage 2	463	438	-	640	632	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	199	197	760	197	240	741	1277	-	-	1109	-	-
Mov Cap-2 Maneuver	199	197	-	197	240	-	-	-	-	-	-	-
Stage 1	604	614	-	464	462	-	-	-	-	-	-	-
Stage 2	406	394	-	556	610	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11.5	32.6	1.8	0.9
HCM LOS	B	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1277	-	-	199	760	197	741	1109	-	-
HCM Lane V/C Ratio	0.1	-	-	0.038	0.1	0.452	0.026	0.029	-	-
HCM Control Delay (s)	8.1	-	-	23.8	10.3	37.5	10	8.3	0	-
HCM Lane LOS	A	-	-	C	B	E	B	A	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.1	0.3	2.1	0.1	0.1	-	-

Intersection	
Int Delay, s/veh	1.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	558	78	31	358	46	18
Future Vol, veh/h	558	78	31	358	46	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	607	85	34	389	50	20

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	692	0	1107	650
Stage 1	-	-	-	-	650	-
Stage 2	-	-	-	-	457	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	903	-	233	469
Stage 1	-	-	-	-	520	-
Stage 2	-	-	-	-	638	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	903	-	222	469
Mov Cap-2 Maneuver	-	-	-	-	222	-
Stage 1	-	-	-	-	520	-
Stage 2	-	-	-	-	607	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	23.7
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	261	-	-	903	-
HCM Lane V/C Ratio	0.267	-	-	0.037	-
HCM Control Delay (s)	23.7	-	-	9.1	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1	-	-	0.1	-

Timings
1: SH 60 & High Plains Boulevard

Total Traffic Volu
AM Peak Hour - Year 2044

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	208	365	19	9	966	121	37	17	0	157	47	647
Future Volume (vph)	208	365	19	9	966	121	37	17	0	157	47	647
Satd. Flow (prot)	1770	3539	1583	1770	3539	1583	1770	3539	1863	1770	3539	1583
Flt Permitted	0.105			0.518			0.722			0.563		
Satd. Flow (perm)	196	3539	1583	965	3539	1583	1345	3539	1863	1049	3539	1583
Satd. Flow (RTOR)			109			132						232
Lane Group Flow (vph)	226	397	21	10	1050	132	40	18	0	171	51	703
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2		2	6		6	8		8	4		4
Detector Phase	5	2	2	1	6	6	3	8	8	7	4	4
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0
Total Split (s)	13.0	46.0	46.0	9.0	42.0	42.0	9.0	36.0	36.0	9.0	36.0	36.0
Total Split (%)	13.0%	46.0%	46.0%	9.0%	42.0%	42.0%	9.0%	36.0%	36.0%	9.0%	36.0%	36.0%
Yellow Time (s)	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	C-Max	None	Max	Max	None	None	None	None	None	None
Act Effct Green (s)	51.0	48.2	48.2	43.0	37.0	37.0	17.8	15.8		39.4	34.6	34.6
Actuated g/C Ratio	0.51	0.48	0.48	0.43	0.37	0.37	0.18	0.16		0.39	0.35	0.35
v/c Ratio	0.94	0.23	0.03	0.02	0.80	0.20	0.15	0.03		0.28	0.04	1.01
Control Delay	66.4	16.1	0.1	12.6	33.9	4.6	27.5	28.6		22.0	23.7	59.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	66.4	16.1	0.1	12.6	33.9	4.6	27.5	28.6		22.0	23.7	59.8
LOS	E	B	A	B	C	A	C	C		C	C	E
Approach Delay		33.3			30.5			27.8			50.8	
Approach LOS		C			C			C			D	
Queue Length 50th (ft)	87	72	0	3	311	0	25	5		70	12	~394
Queue Length 95th (ft)	#234	122	0	11	394	37	36	12		117	25	#620
Internal Link Dist (ft)		1097			1210			357			484	
Turn Bay Length (ft)	520		520	375		375						
Base Capacity (vph)	241	1705	819	455	1309	668	260	1097		605	1224	699
Starvation Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0		0	0	0
Reduced v/c Ratio	0.94	0.23	0.03	0.02	0.80	0.20	0.15	0.02		0.28	0.04	1.01

Intersection Summary
Cycle Length: 100
Actuated Cycle Length: 100
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green
Natural Cycle: 80
Control Type: Actuated-Coordinated

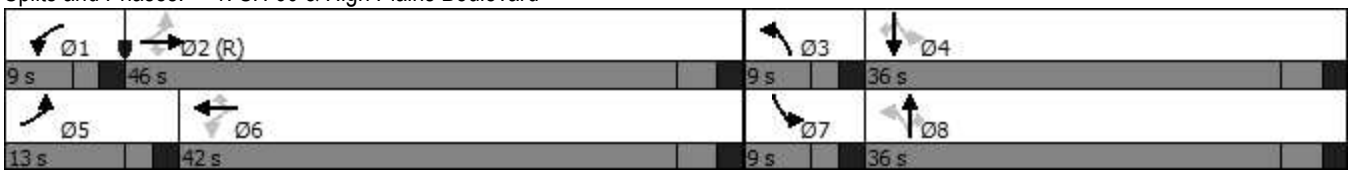
Maximum v/c Ratio: 1.01

Intersection Signal Delay: 37.7	Intersection LOS: D
Intersection Capacity Utilization 82.6%	ICU Level of Service E
Analysis Period (min) 15	

~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.

95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SH 60 & High Plains Boulevard



Intersection	
Int Delay, s/veh	4.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	149	62	297	25	21	516
Future Vol, veh/h	149	62	297	25	21	516
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	162	67	323	27	23	561

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	664	175	0	0	350	0
Stage 1	337	-	-	-	-	-
Stage 2	327	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	394	838	-	-	1206	-
Stage 1	695	-	-	-	-	-
Stage 2	703	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	383	838	-	-	1206	-
Mov Cap-2 Maneuver	383	-	-	-	-	-
Stage 1	695	-	-	-	-	-
Stage 2	683	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	20.6	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	456	1206	-
HCM Lane V/C Ratio	-	-	0.503	0.019	-
HCM Control Delay (s)	-	-	20.6	8	0.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	2.8	0.1	-

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	48	294	0	9	595	107	0	0	3	57	0	41
Future Vol, veh/h	48	294	0	9	595	107	0	0	3	57	0	41
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	52	320	0	10	647	116	0	0	3	62	0	45

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	763	0	0	320	0	0	1172	1207	320	1151	1149	705
Stage 1	-	-	-	-	-	-	424	424	-	725	725	-
Stage 2	-	-	-	-	-	-	748	783	-	426	424	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	850	-	-	1240	-	-	169	183	721	175	198	436
Stage 1	-	-	-	-	-	-	608	587	-	416	430	-
Stage 2	-	-	-	-	-	-	404	404	-	606	587	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	850	-	-	1240	-	-	142	167	721	163	181	436
Mov Cap-2 Maneuver	-	-	-	-	-	-	142	167	-	163	181	-
Stage 1	-	-	-	-	-	-	563	544	-	385	424	-
Stage 2	-	-	-	-	-	-	358	398	-	559	544	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	1.3	0.1	10	29.2
HCM LOS			B	D

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	721	850	-	-	1240	-	-	163	436
HCM Lane V/C Ratio	0.005	0.061	-	-	0.008	-	-	0.38	0.102
HCM Control Delay (s)	10	9.5	0	-	7.9	0	-	40	14.2
HCM Lane LOS	B	A	A	-	A	A	-	E	B
HCM 95th %tile Q(veh)	0	0.2	-	-	0	-	-	1.6	0.3

Intersection	
Int Delay, s/veh	14.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	20	183	74	215	437	8	135	56	104	6	126	54
Future Vol, veh/h	20	183	74	215	437	8	135	56	104	6	126	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	610	-	610	200	-	200	280	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	199	80	234	475	9	147	61	113	7	137	59

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	484	0	0	279	0	0	1289	1195	199	1313	1266	475
Stage 1	-	-	-	-	-	-	243	243	-	943	943	-
Stage 2	-	-	-	-	-	-	1046	952	-	370	323	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1079	-	-	1284	-	-	~ 141	186	842	135	169	590
Stage 1	-	-	-	-	-	-	761	705	-	315	341	-
Stage 2	-	-	-	-	-	-	276	338	-	650	650	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1079	-	-	1284	-	-	-	149	842	68	~ 136	590
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	149	-	68	~ 136	-
Stage 1	-	-	-	-	-	-	746	691	-	309	279	-
Stage 2	-	-	-	-	-	-	~ 103	276	-	503	637	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.6	2.7		102.1
HCM LOS			-	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	149	842	1079	-	-	1284	-	-	68	136	590
HCM Lane V/C Ratio	-	0.409	0.134	0.02	-	-	0.182	-	-	0.096	1.007	0.099
HCM Control Delay (s)	-	44.9	9.9	8.4	-	-	8.4	-	-	63.5	142.6	11.8
HCM Lane LOS	-	E	A	A	-	-	A	-	-	F	F	B
HCM 95th %tile Q(veh)	-	1.8	0.5	0.1	-	-	0.7	-	-	0.3	7.2	0.3

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	5.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	11	0	105	124	0	28	35	114	43	9	183	4
Future Vol, veh/h	11	0	105	124	0	28	35	114	43	9	183	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	200	200	-	-	150	-	150	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	0	114	135	0	30	38	124	47	10	199	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	359	468	102	320	423	62	203	0	0	171	0	0
Stage 1	221	221	-	200	200	-	-	-	-	-	-	-
Stage 2	138	247	-	120	223	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	572	491	933	609	521	990	1366	-	-	1404	-	-
Stage 1	761	719	-	783	735	-	-	-	-	-	-	-
Stage 2	851	701	-	872	718	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	539	473	933	520	502	990	1366	-	-	1404	-	-
Mov Cap-2 Maneuver	539	473	-	520	502	-	-	-	-	-	-	-
Stage 1	740	713	-	761	714	-	-	-	-	-	-	-
Stage 2	802	681	-	759	712	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.6	13.3	1.4	0.3
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1366	-	-	539	933	520	990	1404	-	-
HCM Lane V/C Ratio	0.028	-	-	0.022	0.122	0.259	0.031	0.007	-	-
HCM Control Delay (s)	7.7	-	-	11.8	9.4	14.3	8.8	7.6	0	-
HCM Lane LOS	A	-	-	B	A	B	A	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	0.4	1	0.1	0	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	270	23	10	591	69	28
Future Vol, veh/h	270	23	10	591	69	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	293	25	11	642	75	30

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	318	0	970	306
Stage 1	-	-	-	-	306	-
Stage 2	-	-	-	-	664	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1242	-	281	734
Stage 1	-	-	-	-	747	-
Stage 2	-	-	-	-	512	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1242	-	277	734
Mov Cap-2 Maneuver	-	-	-	-	277	-
Stage 1	-	-	-	-	747	-
Stage 2	-	-	-	-	505	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.1	20.4
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	338	-	-	1242	-
HCM Lane V/C Ratio	0.312	-	-	0.009	-
HCM Control Delay (s)	20.4	-	-	7.9	0
HCM Lane LOS	C	-	-	A	A
HCM 95th %tile Q(veh)	1.3	-	-	0	-

Timings
1: SH 60 & High Plains Boulevard

Total Traffic Volu
PM Peak Hour - Year 2044

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	630	943	40	0	575	163	174	52	0	131	31	388
Future Volume (vph)	630	943	40	0	575	163	174	52	0	131	31	388
Satd. Flow (prot)	1770	3539	1583	1863	3539	1583	1770	3539	1863	1770	3539	1583
Flt Permitted	0.232						0.734			0.624		
Satd. Flow (perm)	432	3539	1583	1863	3539	1583	1367	3539	1863	1162	3539	1583
Satd. Flow (RTOR)			109			177						422
Lane Group Flow (vph)	685	1025	43	0	625	177	189	57	0	142	34	422
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	5	2		1	6		3	8		7	4	
Permitted Phases	2		2	6		6	8		8	4		4
Detector Phase	5	2	2	1	6	6	3	8	8	7	4	4
Switch Phase												
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0	9.0	10.0	10.0
Total Split (s)	36.0	59.0	59.0	9.0	32.0	32.0	11.0	22.0	22.0	10.0	21.0	21.0
Total Split (%)	36.0%	59.0%	59.0%	9.0%	32.0%	32.0%	11.0%	22.0%	22.0%	10.0%	21.0%	21.0%
Yellow Time (s)	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0	2.0	3.0	3.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0	4.0	5.0	5.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	C-Max	None	Max	Max	None	None	None	None	None	None
Act Effct Green (s)	71.1	70.1	70.1		30.4	30.4	16.4	9.7		16.9	8.9	8.9
Actuated g/C Ratio	0.71	0.70	0.70		0.30	0.30	0.16	0.10		0.17	0.09	0.09
v/c Ratio	0.87	0.41	0.04		0.58	0.29	0.75	0.17		0.57	0.11	0.80
Control Delay	30.5	7.4	0.1		32.9	5.8	54.8	40.3		44.1	40.2	16.7
Queue Delay	0.0	0.0	0.0		0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	30.5	7.4	0.1		32.9	5.8	54.8	40.3		44.1	40.2	16.7
LOS	C	A	A		C	A	D	D		D	D	B
Approach Delay		16.2			26.9			51.4			24.5	
Approach LOS		B			C			D			C	
Queue Length 50th (ft)	255	113	0		181	0	111	18		81	11	0
Queue Length 95th (ft)	#571	207	0		247	50	161	34		124	24	91
Internal Link Dist (ft)		1097			1210			357			346	
Turn Bay Length (ft)	520		520			375						
Base Capacity (vph)	783	2479	1141		1077	604	252	601		247	566	607
Starvation Cap Reductn	0	0	0		0	0	0	0		0	0	0
Spillback Cap Reductn	0	0	0		0	0	0	0		0	0	0
Storage Cap Reductn	0	0	0		0	0	0	0		0	0	0
Reduced v/c Ratio	0.87	0.41	0.04		0.58	0.29	0.75	0.09		0.57	0.06	0.70

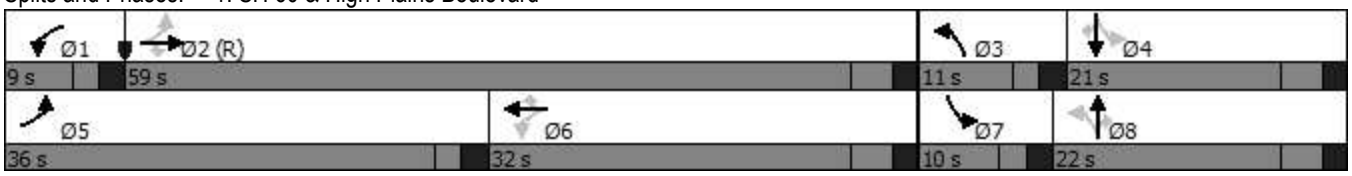
Intersection Summary
Cycle Length: 100
Actuated Cycle Length: 100
Offset: 0 (0%), Referenced to phase 2:EBTL, Start of Green
Natural Cycle: 65
Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.87

Intersection Signal Delay: 22.8	Intersection LOS: C
Intersection Capacity Utilization 78.8%	ICU Level of Service D
Analysis Period (min) 15	

\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: SH 60 & High Plains Boulevard



Intersection	
Int Delay, s/veh	4.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	65	36	677	112	113	394
Future Vol, veh/h	65	36	677	112	113	394
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	71	39	736	122	123	428

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1257	429	0	0	858	0
Stage 1	797	-	-	-	-	-
Stage 2	460	-	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22	-
Pot Cap-1 Maneuver	163	574	-	-	779	-
Stage 1	404	-	-	-	-	-
Stage 2	602	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	129	574	-	-	779	-
Mov Cap-2 Maneuver	129	-	-	-	-	-
Stage 1	404	-	-	-	-	-
Stage 2	477	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	53.2	0	2.9
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	178	779	-
HCM Lane V/C Ratio	-	-	0.617	0.158	-
HCM Control Delay (s)	-	-	53.2	10.5	0.7
HCM Lane LOS	-	-	F	B	A
HCM 95th %tile Q(veh)	-	-	3.4	0.6	-

Intersection	
Int Delay, s/veh	55.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕		↰	↱	
Traffic Vol, veh/h	63	731	0	6	465	77	0	0	10	157	0	39
Future Vol, veh/h	63	731	0	6	465	77	0	0	10	157	0	39
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	600	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	68	795	0	7	505	84	0	0	11	171	0	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	589	0	0	795	0	0	1513	1534	795	1498	1492	547
Stage 1	-	-	-	-	-	-	931	931	-	561	561	-
Stage 2	-	-	-	-	-	-	582	603	-	937	931	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	986	-	-	826	-	-	98	116	388	~ 101	123	537
Stage 1	-	-	-	-	-	-	320	346	-	512	510	-
Stage 2	-	-	-	-	-	-	499	488	-	318	346	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	986	-	-	826	-	-	81	100	388	~ 88	107	537
Mov Cap-2 Maneuver	-	-	-	-	-	-	81	100	-	~ 88	107	-
Stage 1	-	-	-	-	-	-	281	303	-	449	503	-
Stage 2	-	-	-	-	-	-	454	482	-	271	303	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.7	0.1	14.5	$ 435.6
HCM LOS			B	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	388	986	-	-	826	-	-	88	537
HCM Lane V/C Ratio	0.028	0.069	-	-	0.008	-	-	1.939	0.079
HCM Control Delay (s)	14.5	8.9	0	-	9.4	0	-	$ 540.7	12.3
HCM Lane LOS	B	A	A	-	A	A	-	F	B
HCM 95th %tile Q(veh)	0.1	0.2	-	-	0	-	-	14.7	0.3

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	40	514	188	160	275	8	98	152	221	9	107	59
Future Vol, veh/h	40	514	188	160	275	8	98	152	221	9	107	59
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	610	-	610	200	-	200	280	-	-	0	-	0
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	43	559	204	174	299	9	107	165	240	10	116	64

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	308	0	0	763	0	0	1387	1301	559	1597	1496	299
Stage 1	-	-	-	-	-	-	645	645	-	647	647	-
Stage 2	-	-	-	-	-	-	742	656	-	950	849	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1253	-	-	850	-	-	120	~ 161	529	86	123	741
Stage 1	-	-	-	-	-	-	461	467	-	460	467	-
Stage 2	-	-	-	-	-	-	408	462	-	312	377	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1253	-	-	850	-	-	-	~ 124	529	-	~ 94	741
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	~ 124	-	-	~ 94	-
Stage 1	-	-	-	-	-	-	445	451	-	444	371	-
Stage 2	-	-	-	-	-	-	203	367	-	104	364	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.4	3.7		
HCM LOS			-	-

Minor Lane/Major Mvmt	NBLn1	NBLn2	NBLn3	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2	SBLn3
Capacity (veh/h)	-	124	529	1253	-	-	850	-	-	-	94	741
HCM Lane V/C Ratio	-	1.332	0.454	0.035	-	-	0.205	-	-	-	1.237	0.087
HCM Control Delay (s)	-	260.5	17.3	8	-	-	10.3	-	-	-	252.2	10.3
HCM Lane LOS	-	F	C	A	-	-	B	-	-	-	F	B
HCM 95th %tile Q(veh)	-	10.9	2.3	0.1	-	-	0.8	-	-	-	8.1	0.3

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	7	0	70	82	0	18	118	330	140	30	147	12
Future Vol, veh/h	7	0	70	82	0	18	118	330	140	30	147	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	200	200	-	-	150	-	150	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	76	89	0	20	128	359	152	33	160	13

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	669	1000	87	761	854	180	173	0	0	511	0	0
Stage 1	233	233	-	615	615	-	-	-	-	-	-	-
Stage 2	436	767	-	146	239	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	343	242	954	295	294	832	1401	-	-	1050	-	-
Stage 1	749	711	-	445	480	-	-	-	-	-	-	-
Stage 2	569	410	-	842	706	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	303	212	954	246	258	832	1401	-	-	1050	-	-
Mov Cap-2 Maneuver	303	212	-	246	258	-	-	-	-	-	-	-
Stage 1	681	686	-	405	436	-	-	-	-	-	-	-
Stage 2	505	373	-	748	681	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	9.8	24.4	1.6	1.4
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1401	-	-	303	954	246	832	1050	-	-
HCM Lane V/C Ratio	0.092	-	-	0.025	0.08	0.362	0.024	0.031	-	-
HCM Control Delay (s)	7.8	-	-	17.2	9.1	27.7	9.4	8.5	0.1	-
HCM Lane LOS	A	-	-	C	A	D	A	A	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.1	0.3	1.6	0.1	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	666	78	31	397	46	18
Future Vol, veh/h	666	78	31	397	46	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	724	85	34	432	50	20

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	809	0	1267	767
Stage 1	-	-	-	-	767	-
Stage 2	-	-	-	-	500	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	817	-	186	402
Stage 1	-	-	-	-	458	-
Stage 2	-	-	-	-	609	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	817	-	176	402
Mov Cap-2 Maneuver	-	-	-	-	176	-
Stage 1	-	-	-	-	458	-
Stage 2	-	-	-	-	576	-

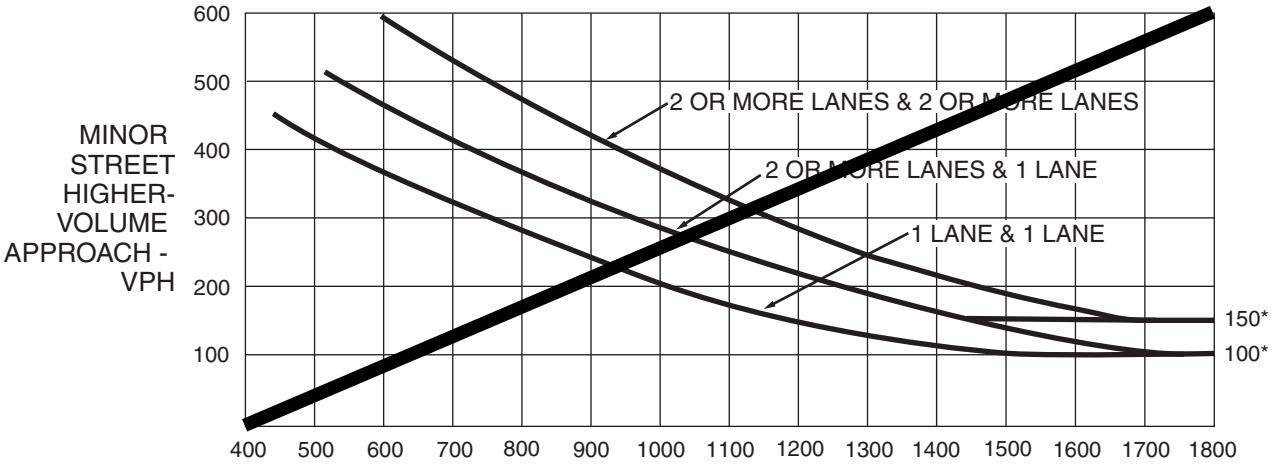
Approach	EB	WB	NB
HCM Control Delay, s	0	0.7	30.6
HCM LOS			D

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	209	-	-	817	-
HCM Lane V/C Ratio	0.333	-	-	0.041	-
HCM Control Delay (s)	30.6	-	-	9.6	0
HCM Lane LOS	D	-	-	A	A
HCM 95th %tile Q(veh)	1.4	-	-	0.1	-

APPENDIX D

Warrant Analysis Forms

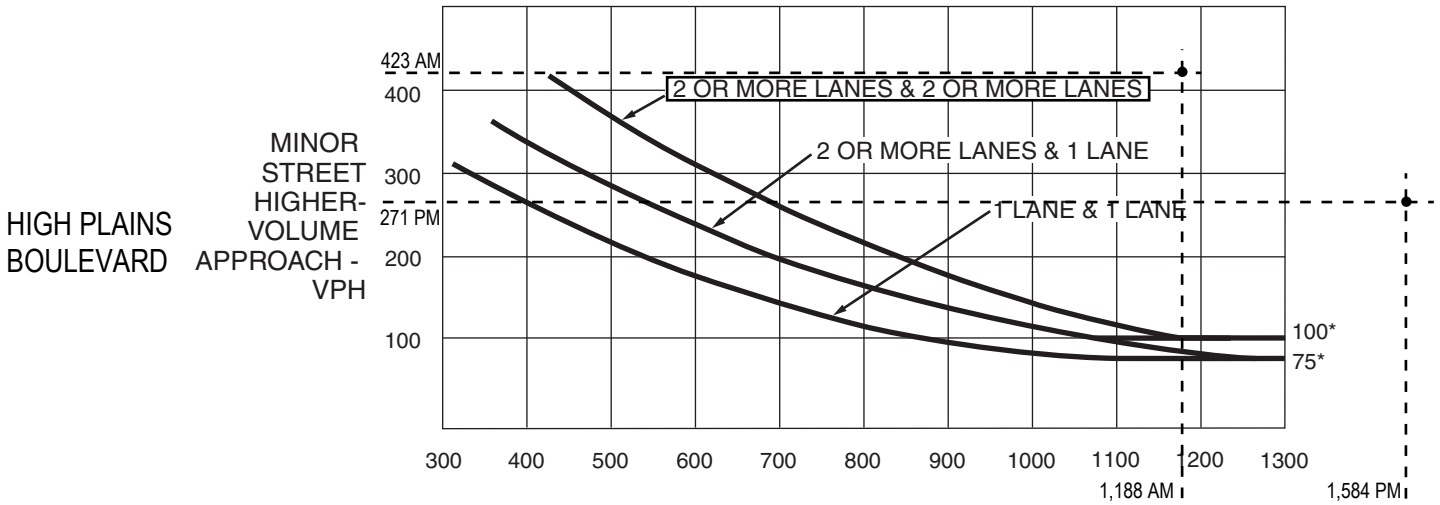
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

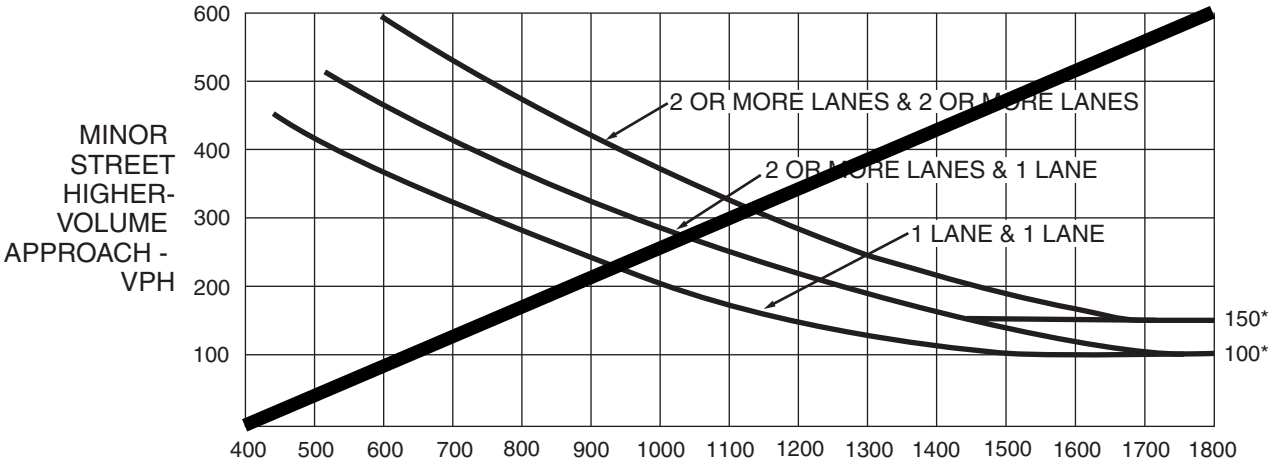
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

STATE HIGHWAY 60 (55 MPH)

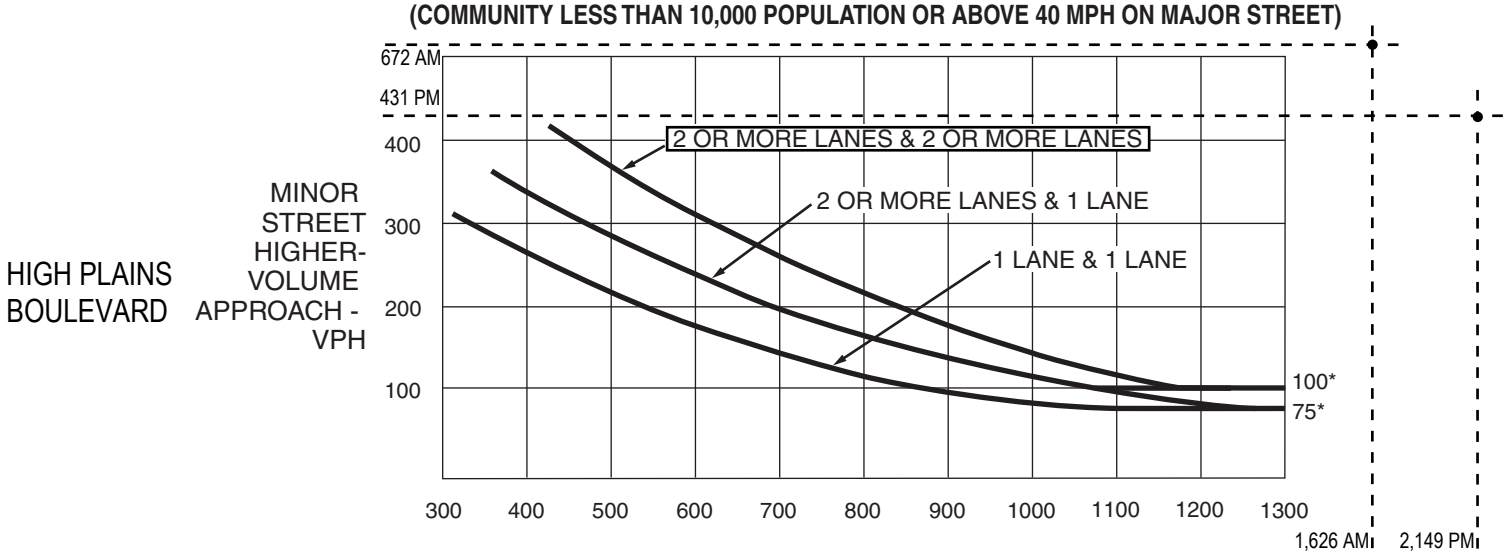
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

STATE HIGHWAY 60 (55 MPH)

APPENDIX E

Vista Commons Preliminary Trip Generation

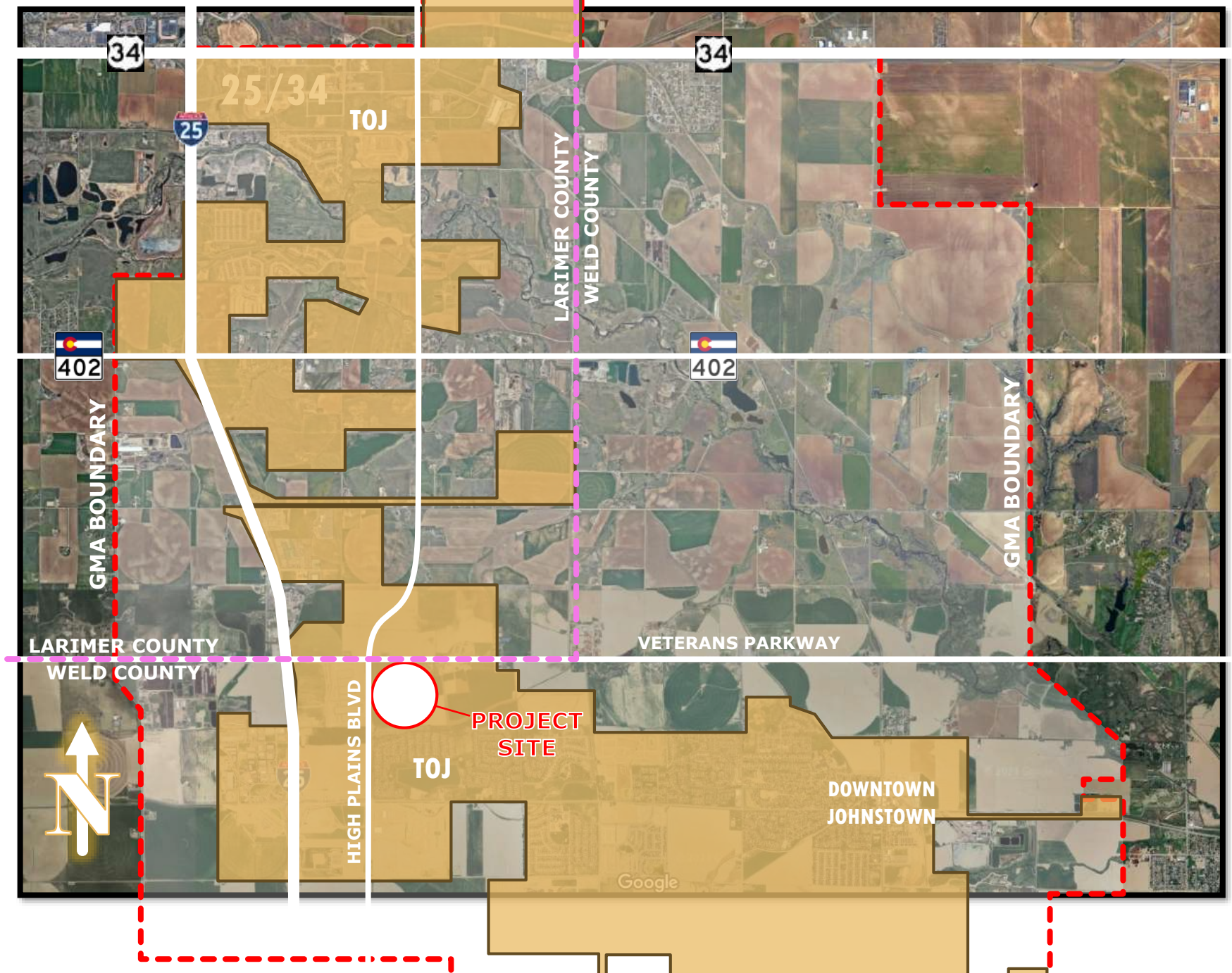
ITE Land Use Code & Rates		Project	Project Trip Generation						
Land Use	Land Use Code	DU/KSF	Daily	AM			PM		
				IN	Out	Total	IN	Out	Total
Single-Family Detached	210	146	1429	27	78	105	89	52	142
Single Family Attached (Duplex)	215	122	879	18	40	58	39	30	69
Multi-Family	220	455	2,992	39	125	164	136	80	216
Commercial - KSF	820	353	13,058	184	113	296	576	624	1,200
Business Hotel	312	200	804	28	44	72	34	28	62
Business Park	770	187	2,705	210	37	247	66	187	253
SUBTOTAL			21,868	506	436	942	941	1,001	1,942
Internal Trip Reducton			4,374	51	44	94	188	200	388
NET TOTAL			17,494	456	392	848	753	801	1,554

Blue Sky Prairie Filing No. 1
CASE SUB23-0016

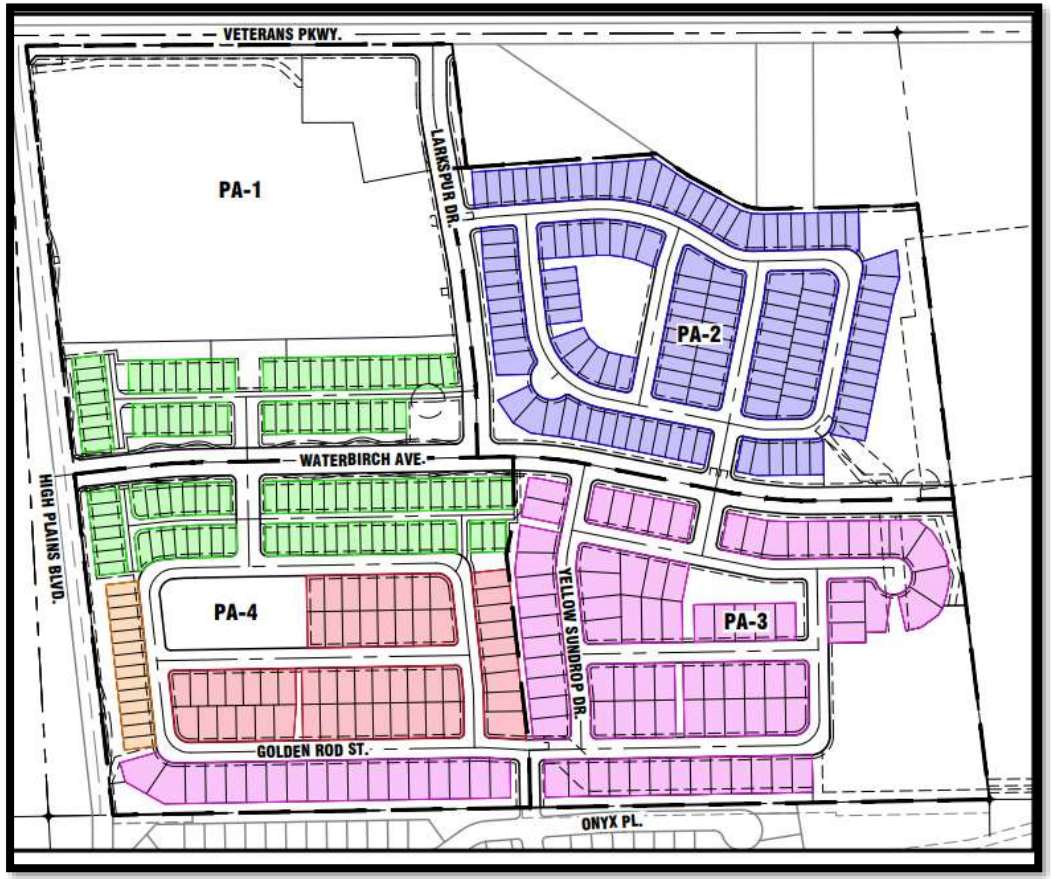
Town Council

June 3, 2024

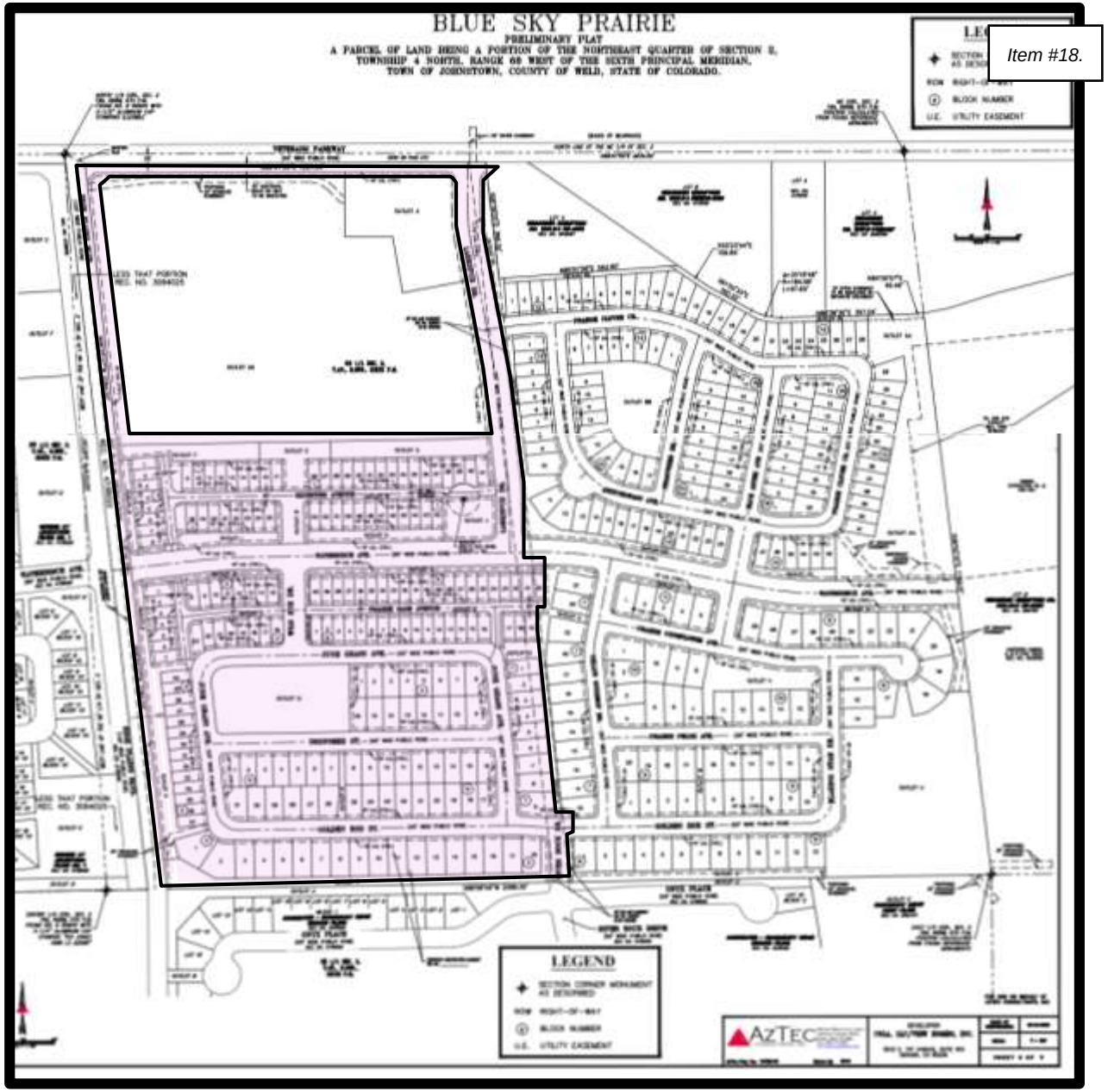
VICINITY MAP



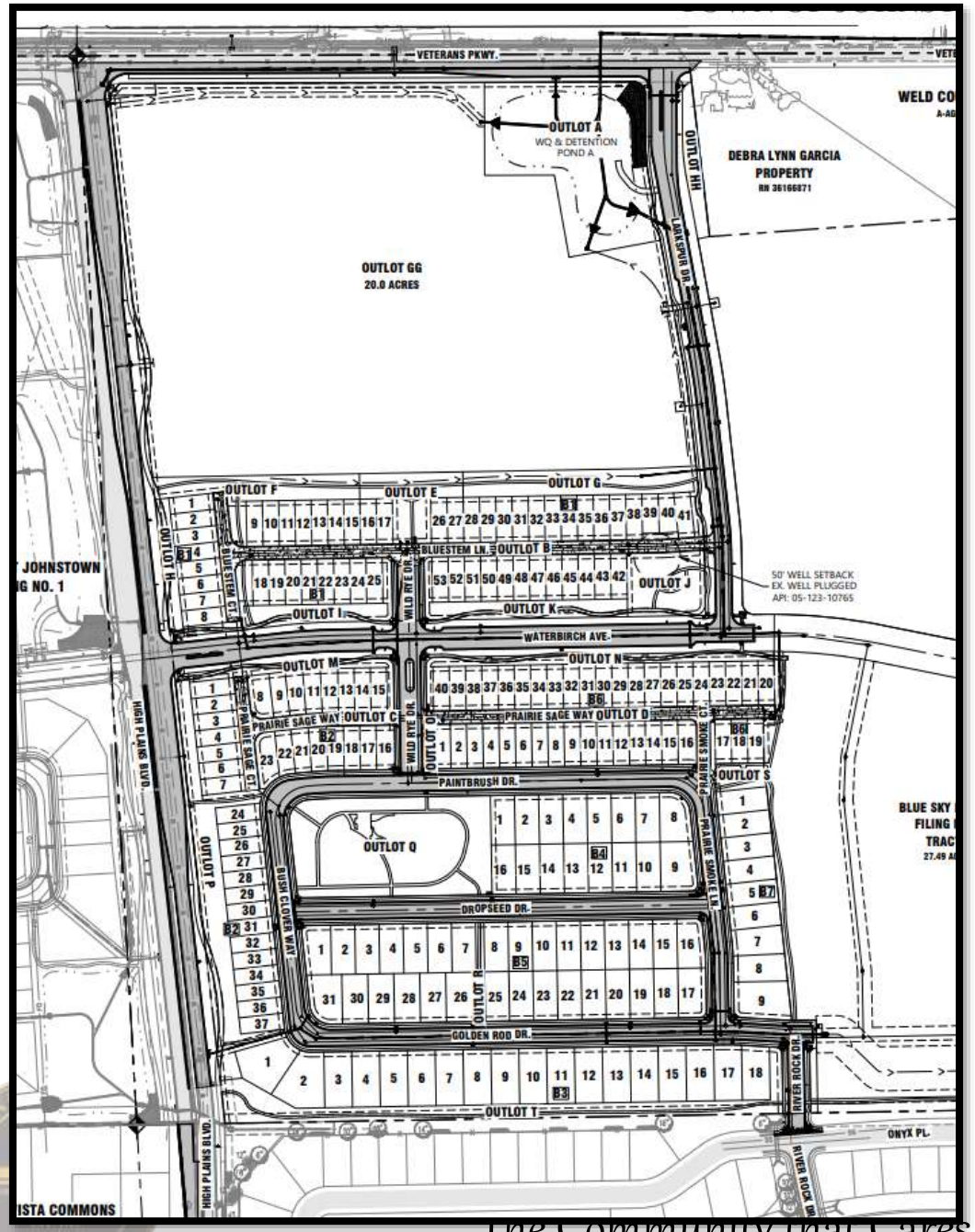
Approved by Town Council on December 4, 2023

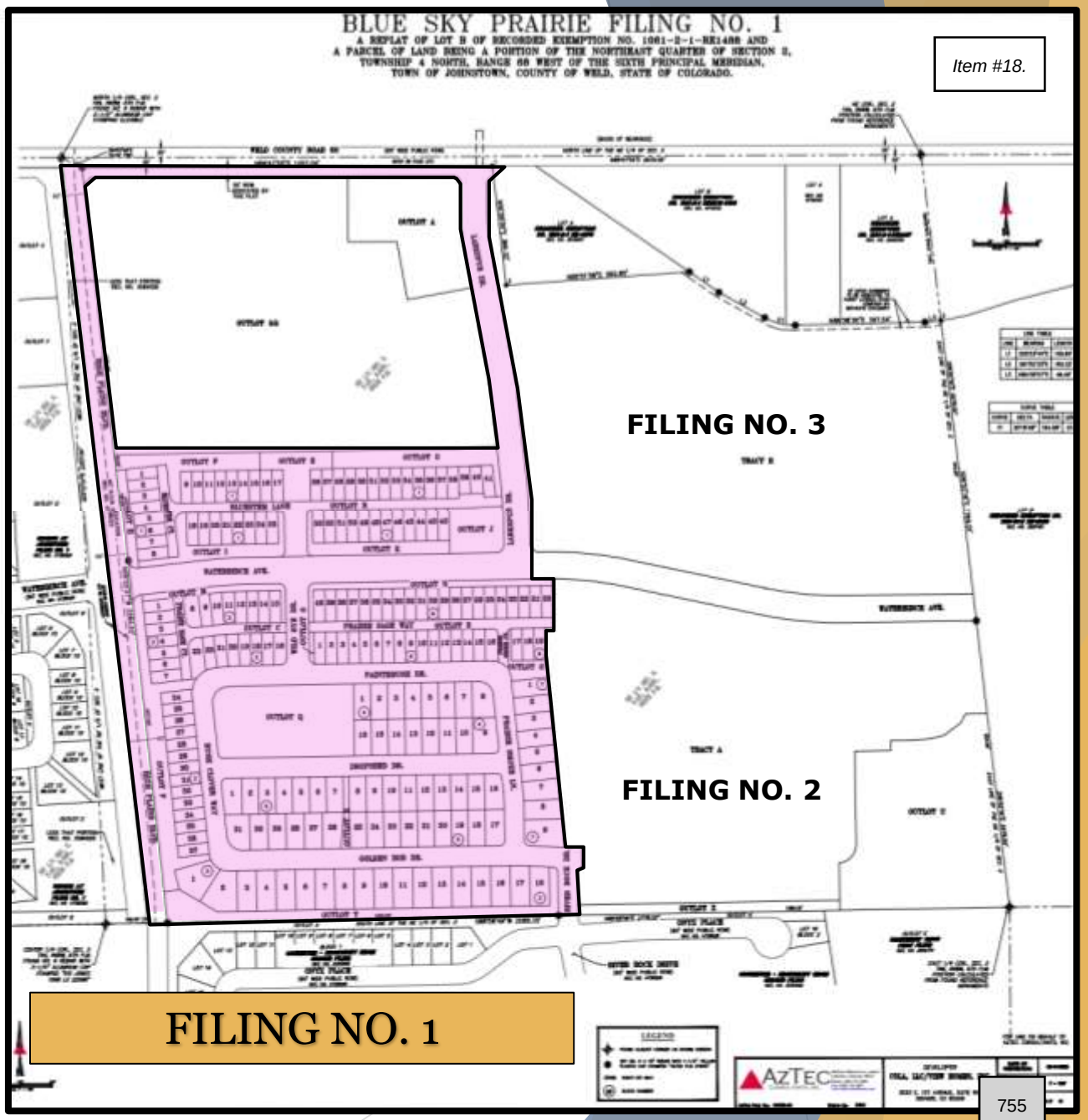


PRELIMINARY DEVELOPMENT PLAN

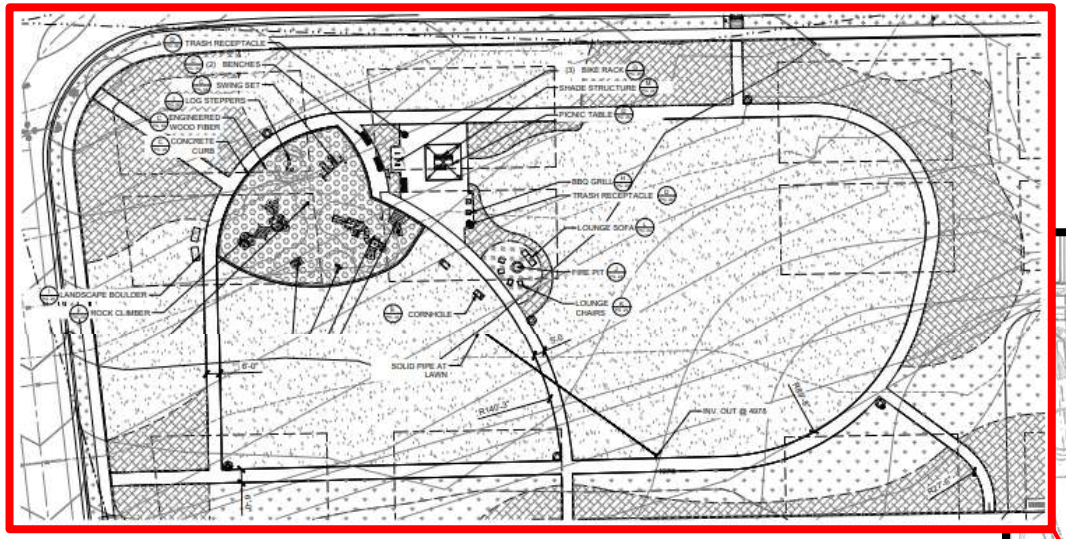


PRELIMINARY PLAT


VETERANS PKWY.
OUTLOT A
WQ & DETENTION POND A
DEBRA LYNN GARCIA PROPERTY
RR 36166871
OUTLOT GG
20.0 ACRES
OUTLOT F
OUTLOT E
OUTLOT G
OUTLOT B
OUTLOT J
50' WELL SETBACK
EX. WELL PLUGGED
API: 05-123-10765
OUTLOT I
OUTLOT K
WATERBIRCH AVE.
OUTLOT M
OUTLOT N
PRAIRIE SAGE WAY
OUTLOT C
OUTLOT D
PAINTBRUSH DR.
OUTLOT S
OUTLOT Q
DROPSEED DR.
OUTLOT P
OUTLOT R
GOLDEN ROD DR.
OUTLOT T
HIGH PLAINS BLVD.
WILD RYE DR.
BLUESTEM LN.
BLUESTEM CT.
PRAIRIE SMOKE LN.
BUSH CLOVER WAY
RIVER ROCK DR.
ONYX PL.
ISTA COMMONS


BLUE SKY PRAIRIE FILING NO. 1
A REPLAT OF LOT B OF RECORDED EXEMPTION NO. 1061-2-1-RE1488 AND
A PARCEL OF LAND BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 2,
TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
FILING NO. 3
FILING NO. 2
FILING NO. 1
AzTEC

ILLUSTRATIVE



RECOMMENDATIONS

Blue Sky Prairie Filing No. 1
Recommend approval of Resolution 2024-25, approving Blue Sky Prairie Filing No. 1

Development and Improvement Agreement for Blue Sky Prairie Filing No. 1
Recommend approval of the Development and Improvement Agreement for Blue Sky Prairie Filing No. 1

Water and Sewer Service Agreement for Blue Sky Prairie Filing No. 1
Recommend approval of the Water and Sewer Service Agreement for Blue Sky Prairie Filing No. 1

THANK YOU

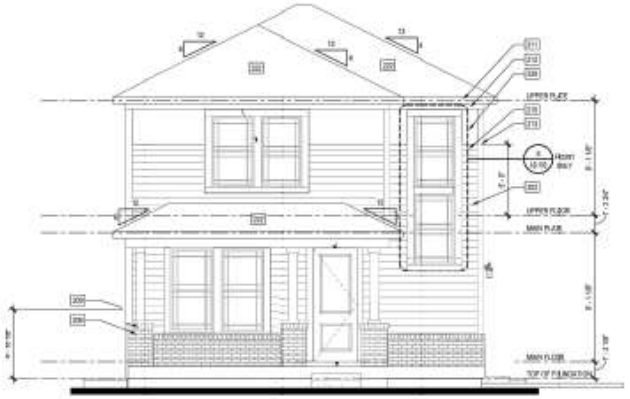
The Community that Cares

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

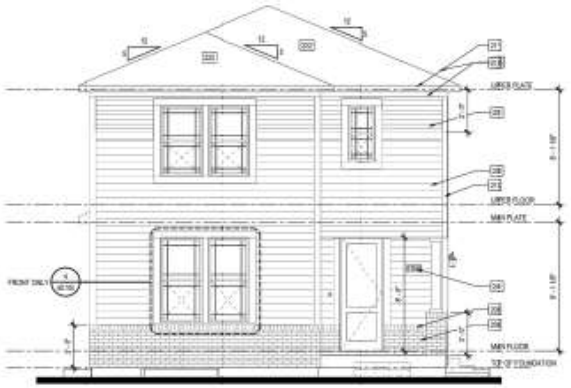
TOWN OF JOHNSTOWN, COLORADO

NOTE:
ALL ELEVATIONS ARE CONCEPTUAL AND WILL BE FINALIZED PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT PLAN.



Front Elevation

Prairie - D



Front Elevation

Prairie - D

ALLEY LOADED SINGLE FAMILY HOME- TYPE 1

Front Elevation

30' SINGLE FAMILY HOME- TYPE 1

Farmhouse

ALLEY LOADED SINGLE FAMILY HOME- TYPE 2

Front Elevation

30' SINGLE FAMILY HOME- TYPE 2

Traditional - B

henry design group

COLA

LJA ENGINEERING

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
ARCHITECTURE ELEVATIONS

SHEET
30 of 35

BLUE SKY PRAIRIE

FINAL DEVELOPMENT PLAN- FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

NOTE:
ALL ELEVATIONS ARE CONCEPTUAL AND WILL BE FINALIZED PRIOR TO APPROVAL OF THE FINAL DEVELOPMENT PLAN.

Front Elevation

Craftsman

40' SINGLE FAMILY HOME- TYPE 1

Front Elevation

Modern Farmhouse

40' SINGLE FAMILY HOME- TYPE 2

Front Elevation

Modern Farmhouse

50' SINGLE FAMILY HOME- TYPE 1

Front Elevation

Craftsman

50' SINGLE FAMILY HOME- TYPE 2

terry design group

COLA

LJA ENGINEERING

BLUE SKY PRAIRIE
JOHNSTOWN, CO

FINAL DEVELOPMENT PLAN- FILING 1
ARCHITECTURE ELEVATIONS

SHEET
31 of 35

BLUE SKY PRAIRIE - PHASE I FINAL PLAT/FINAL DEVELOPMENT PLAN

JUNE 3, 2024

PROJECT TEAM

COLA
Colorado Land Acquisition

PROJECT DIRECTOR
Joe Stifter

LJA ENGINEERING

CIVIL ENGINEER
Kevin Lovelace, PE
Tess Hogan, PE

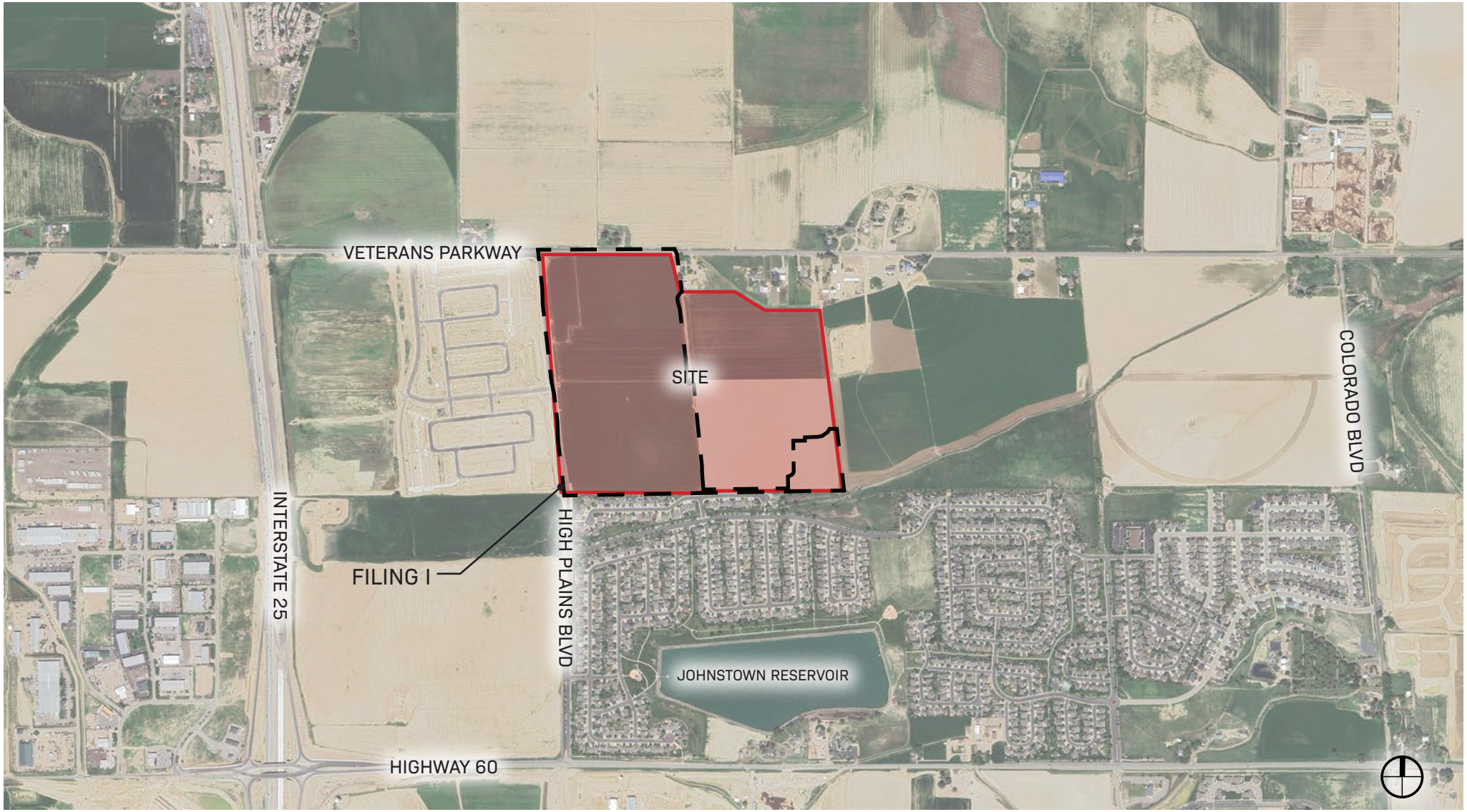
SM ROCHA, LLC
TRAFFIC AND TRANSPORTATION CONSULTANTS

TRAFFIC ENGINEER
Stephen Simon, EIT
Fred Lantz, PE

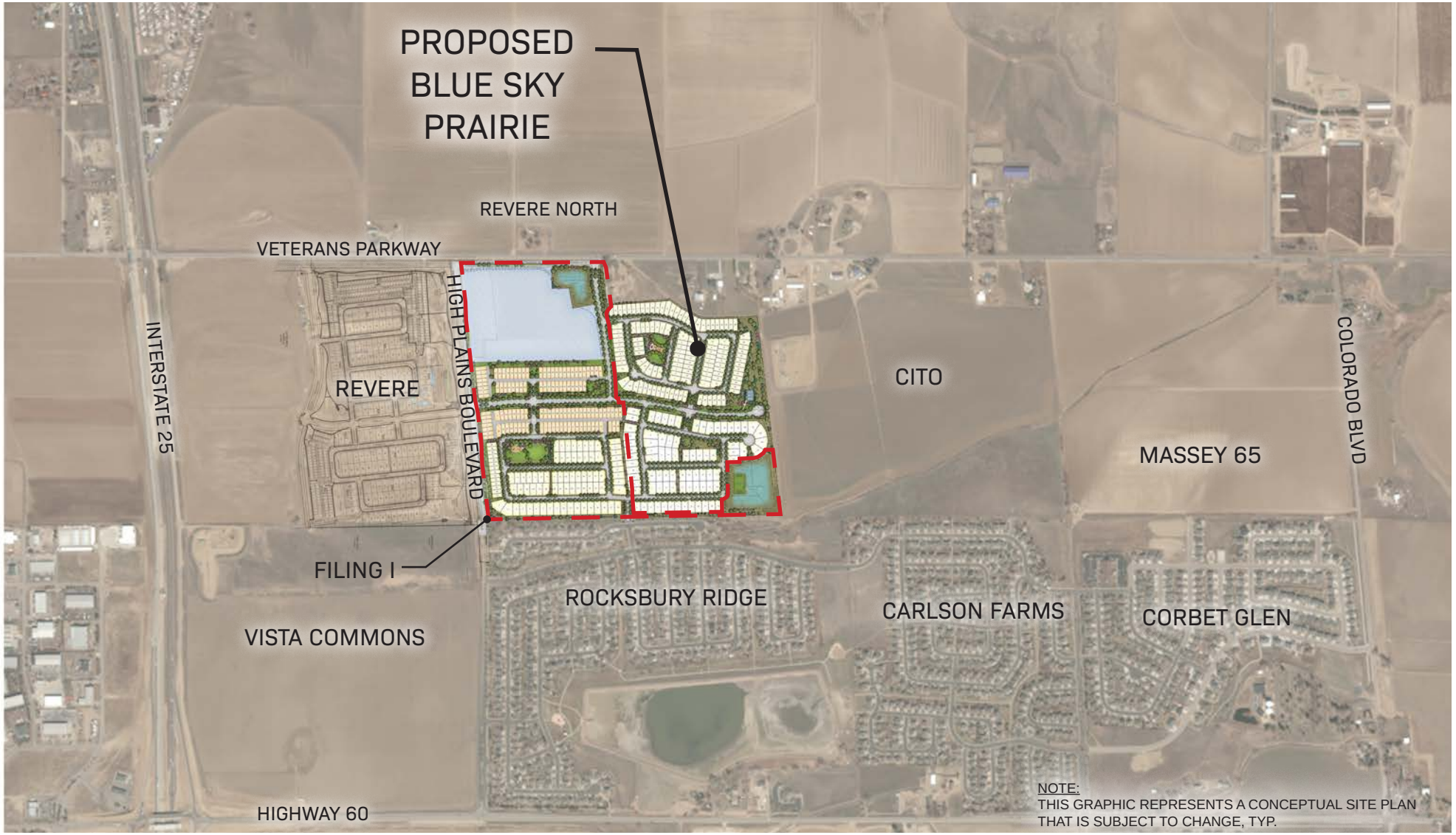
henry design group
Landscape Architecture • Planning • Entitlements
1501 Wazee Street Suite 1-C, Denver, Colorado 80202
303.446.2368 • henrydesigngroup.com

PLANNER/ LANDSCAPE ARCHITECT
Karen Henry, PLA

VICINITY MAP



CONTEXTUAL MAP



OVERALL DEVELOPMENT PLAN

HIGH PLAINS ESTATES

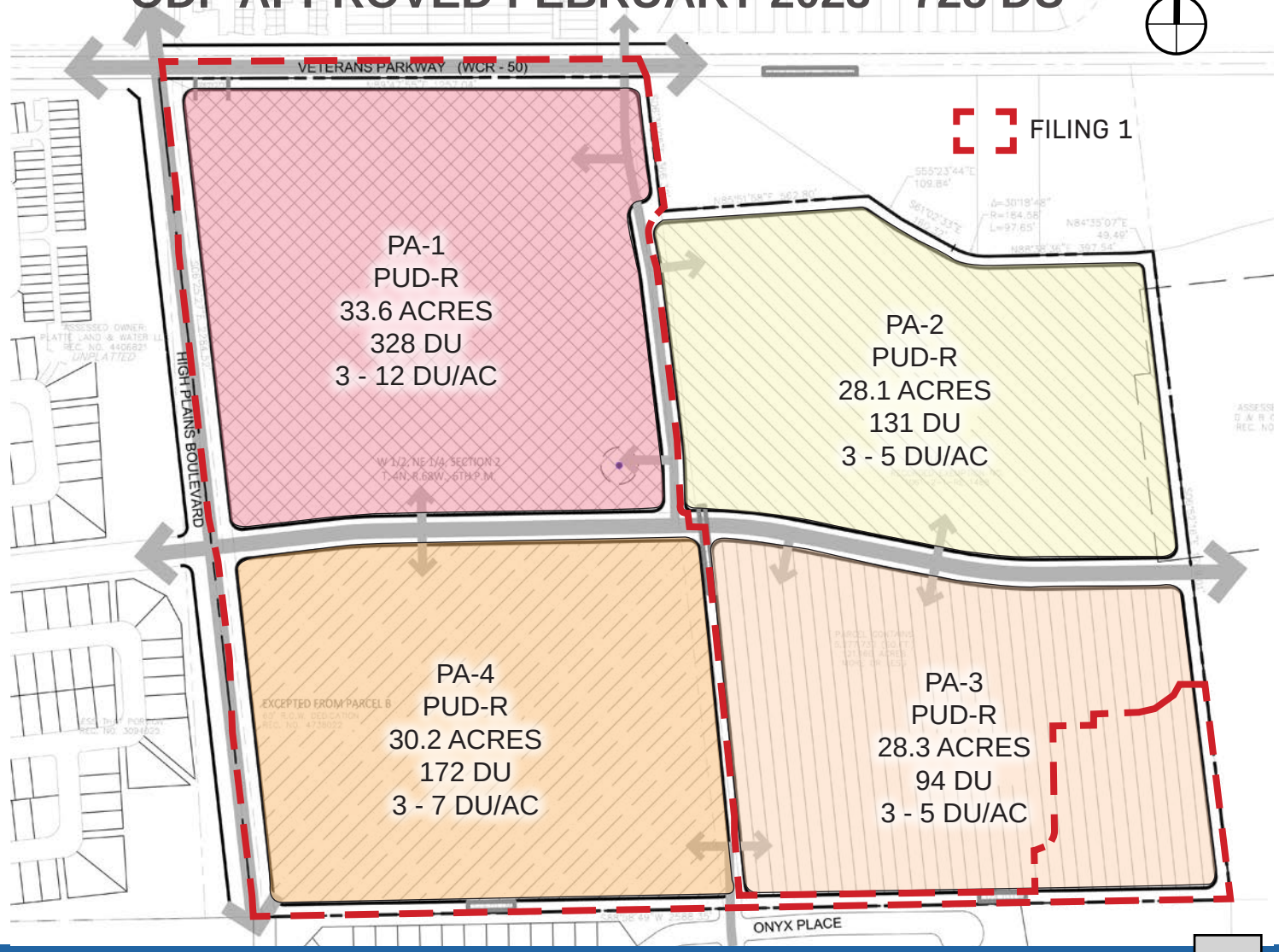
- PLANNING AREAS, LAND USES, AND UNDERLYING ZONING IS CONSISTENT WITH THE KLEIN 125 ANNEXATION ODP .
- VARIETY OF HOUSING TYPES ATTRACTIVE TO A DIVERSE POPULATION
- DEVELOPMENT STANDARDS ARE CONSIDERATE OF ADJACENT NEIGHBORHOODS.
- HIGHER DENSITY DEVELOPMENT IS PROPOSED ADJACENT TO HIGH PLAINS BOULEVARD AND VETERANS PARKWAY WHICH ARE ARTERIAL STREETS.
- AN INTERCONNECTING SYSTEM OF PEDESTRIAN WAYS, OPEN SPACE AND PARKS IS PROVIDED.
- SERVICES ARE READILY AVAILABLE GIVEN BOTH EXISTING AND PROPOSED NEIGHBORHOODS IN THE IMMEDIATE VICINITY OF THE SITE.
- LAND WAS PREVIOUSLY DEDICATED FOR HIGH PLAINS BOULEVARD TO ENABLE THE MORE IMMEDIATE CONSTRUCTION OF THE ROAD.

PRELIMINARY LOT MIX - FILING 1

Lot Frontage	Lot Size	Home Type	Filing 1
60-feet	6,000 SF	SFD	18
50-feet	5,000 SF	SFD	56
35-feet Rear Loaded	3,000 SF	SFD	116
35-feet Front Loaded	3,000 SF	SFD	14
Total Number of Dwelling Units			204

ORIGINAL KLEIN 125 ANNEXATION 2004 - 931 DU

ODP APPROVED FEBRUARY 2023 - 725 DU

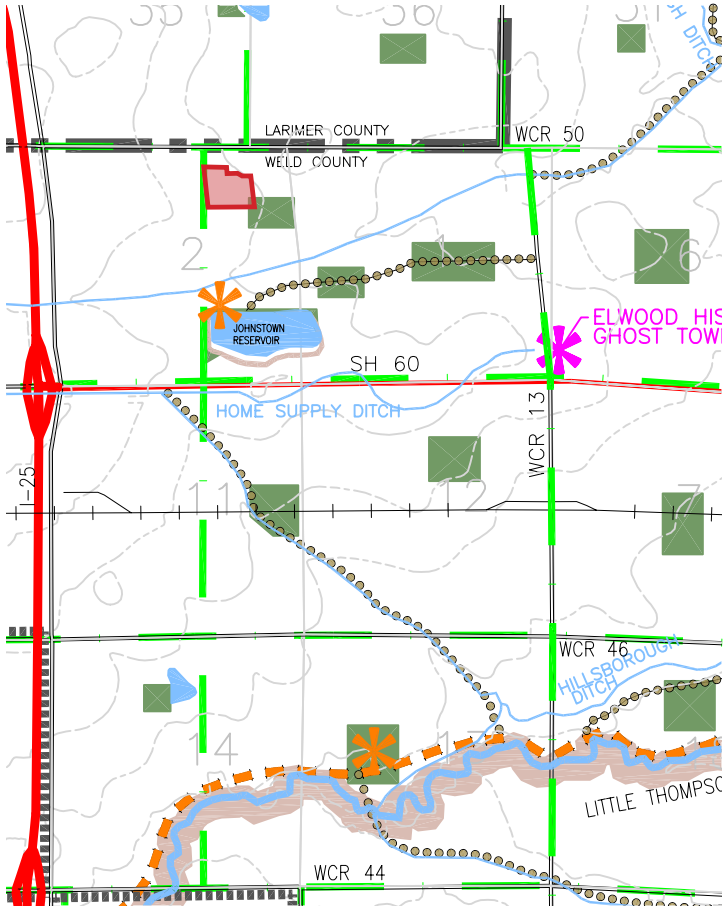


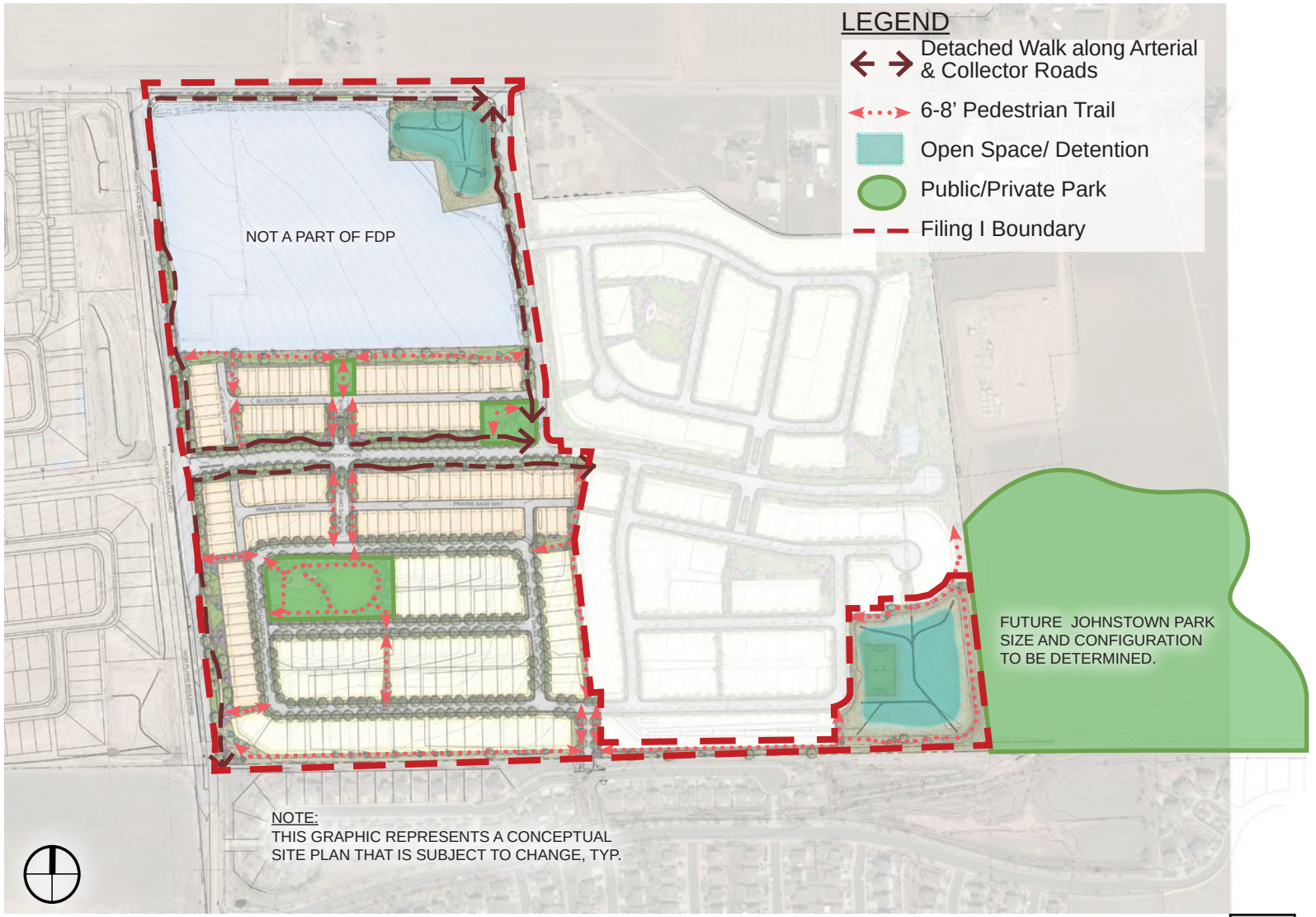
APPROVED PRELIMINARY PLAT / PDP

ILLUSTRATIVE SITE PLAN - FILING I

PARKS, TRAILS & OPEN SPACE

PARKS, TRAILS & OPEN SPACE MASTER PLAN





PARKS, TRAILS & OPEN SPACE

PARKS AND OPEN SPACE

- TOTAL SITE AREA: 121.16 Acres
  - -19.998 Acres (Tract 1 – Future Development) –
  - - 2.335 Acres (Outlot A) – Detention Pond
- NET SITE AREA: 98.827 Acres

COMMON AND PUBLIC OPEN SPACE DATA			
	OPEN SPACE (20% of total)	PARK SPACE (10% of total)	USABLE OPEN SPACE + PARK (30% of total)
REQUIRED	19.76	9.89	29.65
PROVIDED	19.17	9.89	29.06

Notes:

1. Tract 1 shall provide 30% open space area.
2. All Public and Common Open Space dedications shall occur at the time of Final Plat. The dedications shall be on a community-wide basis. However, each Final Plat does not need to stand alone in meeting open space and park land dedication. Public and Common Open Space dedication shall be defined for each application, whether it be within the application or satisfied by previous applications or future applications. A tracking table of Public and Common Open Space shall be provided with each Final Plat/Final Development Plan application.
3. The .59 acres of open space shortage shall be met by providing additional amenities in the parks. The extra amenities shall be indicated at the time of Final Plat/Final Development Plan.
4. Park credit may extend to the top back of curb for the streets adjacent to the parks as the walks will meander away from the street and through the parks.
5. Open space credit is to include the enhanced landscape areas from within the right-of-way from the back of curb to the lot lines along Waterbirch Avenue, High Plains Boulevard and Collector Street A. Enhancements along these streets include:
   a. Alley-loaded homes facing a portion of both High Plains Boulevard and Waterbirch Avenue creating a pleasing and engaging streetscape.
   b. Meandering 10-walk along High Plains Estates Boulevard and a 6-foot walk along Waterbirch Avenue are provided with seat nodes and enhanced landscaping creating a significant streetscape image that is comfortable for the user.
   c. Portions of Waterbirch Avenue are adjacent to park space where the walk can meander further into the open area creating a more open feel along the streetscape.
   d. The entries into the neighborhood from High Plains Boulevard and Veterans Parkway will have a median with signage and landscaping announcing arrival to the neighborhood and create the start of the significant streetscape image.

PARK & OPEN SPACE TRACKING TABLE PER NOTE NO. 2 ABOVE

OUTLOT	ACREAGE	OWNERSHIP	MAINTENACE	USE	OS CREDIT ACREAGE	PARK CREDIT ACREAGE
A	2.335	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	FUTURE OPEN SPACE/DETENTION	0	0
E	0.466	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.466
F	0.586	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.586	0
G	0.686	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.686	0
H	0.204	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.204	0
I	0.487	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.487	0
J	0.525	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.525
K	0.422	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.422	0
M	0.234	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.234	0
N	0.375	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.375	0
O	0.031	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.031	0
P	1.067	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.067	0
Q	2.079	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	2.079
R	0.100	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.1	0
S	0.768	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.768	0
T	1.051	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.051	0
U	5.465	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE /TRAIL/DETENTION	5.465	0
X	0.591	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / DETENTION/55	0.591	0
TOTAL	17.472				12.067	3.07

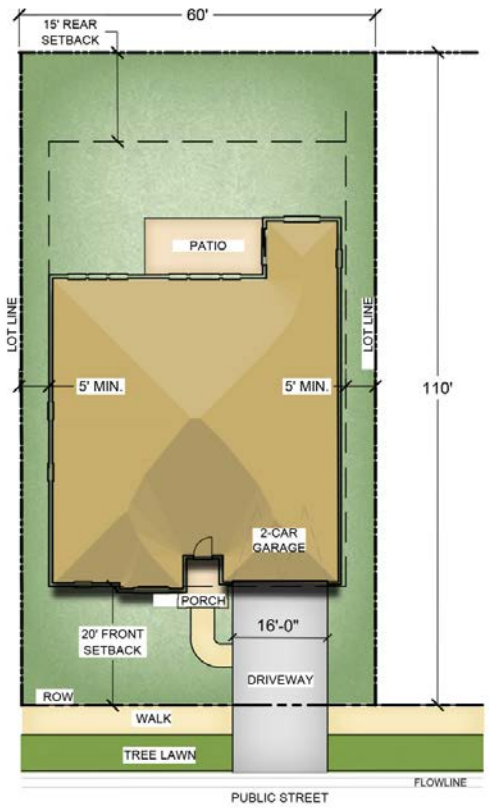
OVERALL OUTLOT TABLE

OUTLOT	ACREAGE	OWNERSHIP	MAINTENACE	USE	OS CREDIT ACREAGE	PARK CREDIT ACREAGE
A	2.335	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	FUTURE OPEN SPACE/DETENTION	0	0
B	1.122	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
C	0.386	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
D	0.59	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	ALLEY	0	0
E	0.466	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.466
F	0.586	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.586	0
G	0.686	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.686	0
H	0.204	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.204	0
I	0.487	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.487	0
J	0.525	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.525
K	0.422	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.422	0
M	0.234	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.234	0
N	0.375	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.375	0
O	0.031	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.031	0
P	1.067	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.067	0
Q	2.079	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	2.079
R	0.100	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.1	0
S	0.768	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.768	0
T	1.051	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	1.051	0
U	5.465	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE /TRAIL/DETENTION	5.465	0
V	0.902	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	0.902
W	0.126	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/LANDSCAPE	0.126	0
X	0.591	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / DETENTION/55	0.591	0
Y	0.212	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE/TRAIL/55	0.212	0
Z	0.682	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.682	0
AA	3.709	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	3.709
BB	1.414	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	PARK	0	1.414
CC	0.227	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPENSPACE/LANDSCAPE	0.227	0
DD	0.950	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.950	0
EE	0.411	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	0.411	0
FF	0.327	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE/DRAINAGE	0.327	0
CURBSIDE LANDSCAPE ADJACENT TO PARKS AND OPEN SPACE	4.965	HIGH PLAINS METRO DIST #2	HIGH PLAINS METRO DIST #2	OPEN SPACE / LANDSCAPE	4.17	0.795
TOTALS					19.17	9.89

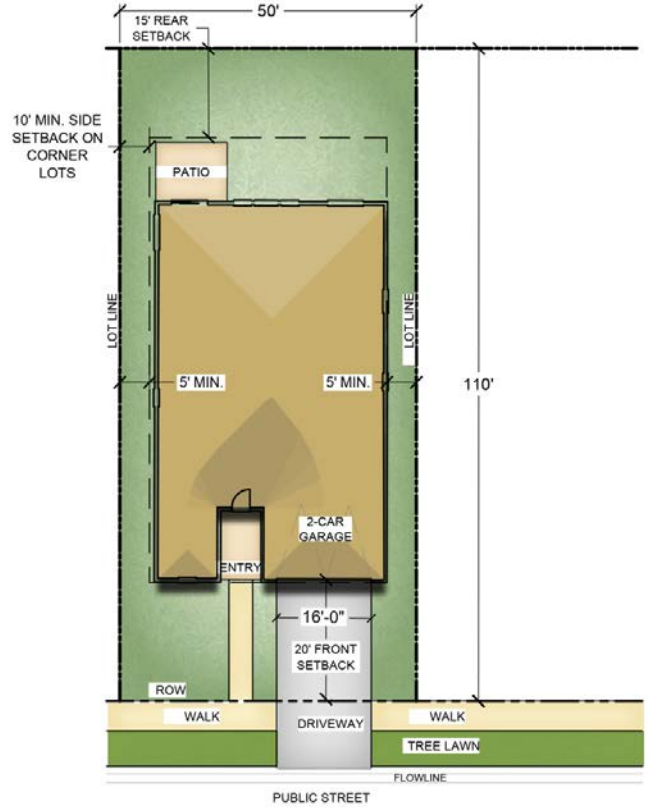
PROPOSED LOT TYPICALS

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

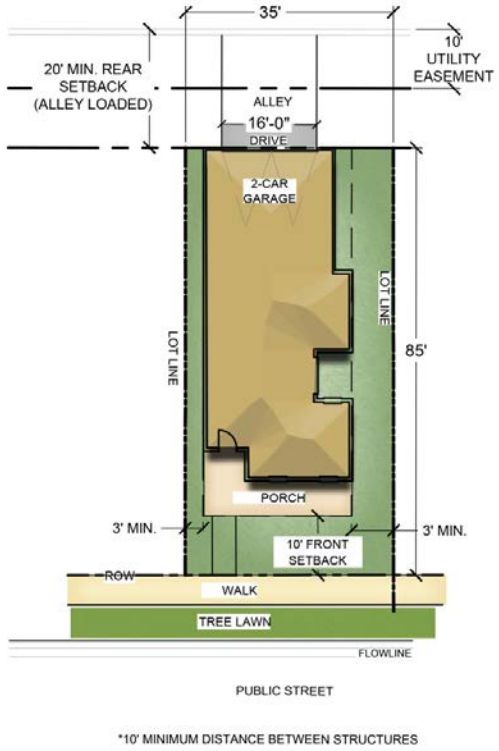
NEIGHBORHOOD LAYOUT TYPES



50' SINGLE FAMILY DETACHED HOMES
FRONT LOADED 60' LOT TYPE

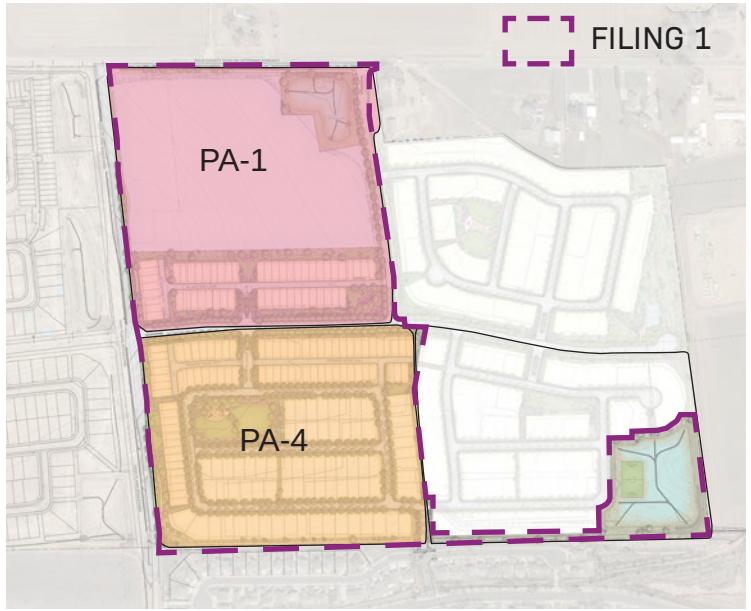


40' SINGLE FAMILY DETACHED HOMES
FRONT LOADED 50' LOT TYPE



SINGLE FAMILY DETACHED 'NOOK' HOMES
ALLEY LOADED 35' LOT TYPE

ARCHITECTURE-HOME TYPES



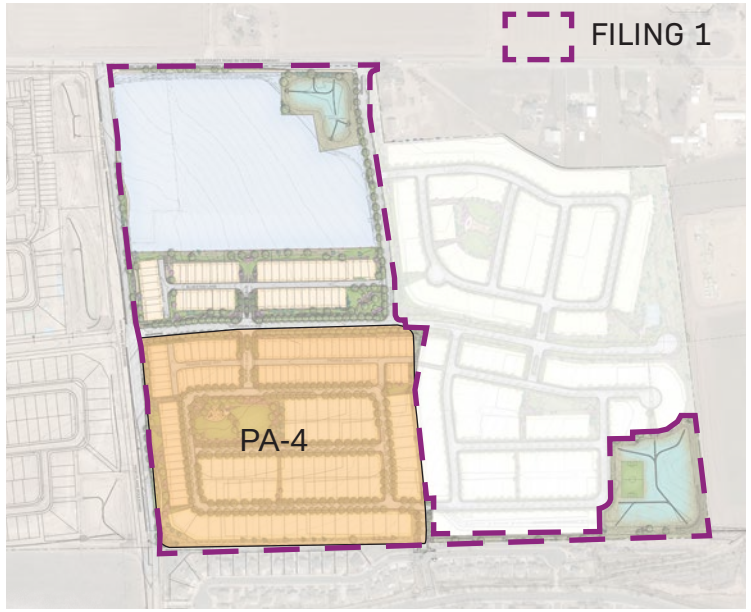
PA-1 & PA- 4

35’ Lots / Alley-Loaded (SFD)

TWO STORY HOMES RANGING FROM 1,550 TO 2,150 SQ. FT.

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

ARCHITECTURE- HOME TYPES CONTINUED



PA- 4

50’ Lots: Single-Family Detached (PA 4)

- RANCH HOMES RANGING FROM 1,700 to 1,940 SQ. FT.
- TWO STORY HOMES FROM 2,475 to 2,695 SQ. FT.

60’ Lots: Single-Family Detached (PA 4)

- RANCH HOMES RANGING FROM 1,790 to 2,195 SQ. FT.
- TWO STORY HOMES FROM 2,545 to 3,430 SQ. FT.

NOTE:
PLAN LINE-UP IS SUBJECT TO CHANGE WITH MARKET CONDITIONS, TYP.

PA-4; 50’ Lot

PA-4; 60’ Lot

PA-4; 50’ Lot

PA-4; 60’ Lot

APPROVAL CRITERIA

FINAL PLAT REVIEW AND APPROVAL CRITERIA

- The Final Plat is in compliance with Items a. b. c. d. e. f. for the review of the Preliminary Plat as approved by Town Council on November 20, 2023
- The layout and design of the Final Plat is substantially consistent with the approved Preliminary Plat considering the number and size of lots and outlots; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments.
- The construction plans for any utilities, infrastructure, and public or common facilities meet all technical specifications.
- All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided. The phasing and timing of required improvements ensures construction and performance guarantees. The phasing is consistent with the approved Preliminary Plat. Any deviations of the Final Plats from an approved phasing plan do alter the timing or coordination of required improvements or amenities in the approved Preliminary Plat.
- There are no deviations in the Final Plat from the approved Preliminary Plat.
- The Final Plat does not propose any changes from the Preliminary Plat, including no changes in phasing or dedication of public lands and rights-of-way.

FINAL DEVELOPMENT PLAN (SITE DEVELOPMENT PLAN)

- The Final Development Plan in compliance with all applicable standards of this code shall be approved.
- The plan is in compliance with the standards applied to a particular project and site including:
  - The plan does not substantially undermine any goals or objectives of the Comprehensive Plan
  - The plan does not present any other apparent risks to the public health, safety or welfare of the community.
  - The application is consistent with or meets the intent of all prior approvals and conditions associated with the project.
  - The plan does not directly conflict with the intent or design objectives of any applicable standard in this code.
  - The application can reasonably be assumed to meet the criteria for all subsequent permits and reviews needed to build the project as proposed.

- <u>Site Design and Engineering</u>.
  - The plan provides safe access and internal circulation considering the site, the block and other surrounding connections, and appropriately balances vehicle, bicycle and pedestrian needs for the context.
  - The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development.
  - The plan provides adequate management of storm water runoff.
  - The plan provides proper grading considering prevailing grades and the relationship to adjacent sites.
- <u>Landscape and Open Space Design</u>.
  - The plan creates an attractive aesthetic environment and improves relationships to the streetscape or other nearby public, civic or common spaces.
  - The plan enhances the environmental and ecological functions of un-built portions of the site and makes effective use and conservation of water resources.
  - The plan reduces the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties.

PROPOSED PROJECT DEVELOPMENT TIMELINE

2022

OUTLINE DEVELOPMENT PLAN AMENDMENT

2023

- PRELIMINARY PLAT & ENGINEERING
- FINAL PLAT
- CONSTRUCTION PLANS

2024

FILING #1:
- LAND DEVELOPMENT

2025

FILING #1:
- HOME BUILDING BEGINS
- SALES & CLOSING

FILING #2 & #3:
- LAND DEVELOPMENT

2026

2027

FILING #2 & #3
- HOME BUILDING BEGINS
- SALES & CLOSINGS

2028

2029

2030

FINAL CLOSINGS; PROJECT COMPLETE!

NOTE:
THIS GRAPHIC REPRESENTS A CONCEPTUAL TIMELINE THAT IS SUBJECT TO CHANGE, TYP.

COMMENTS, QUESTIONS,
CONCERNS?

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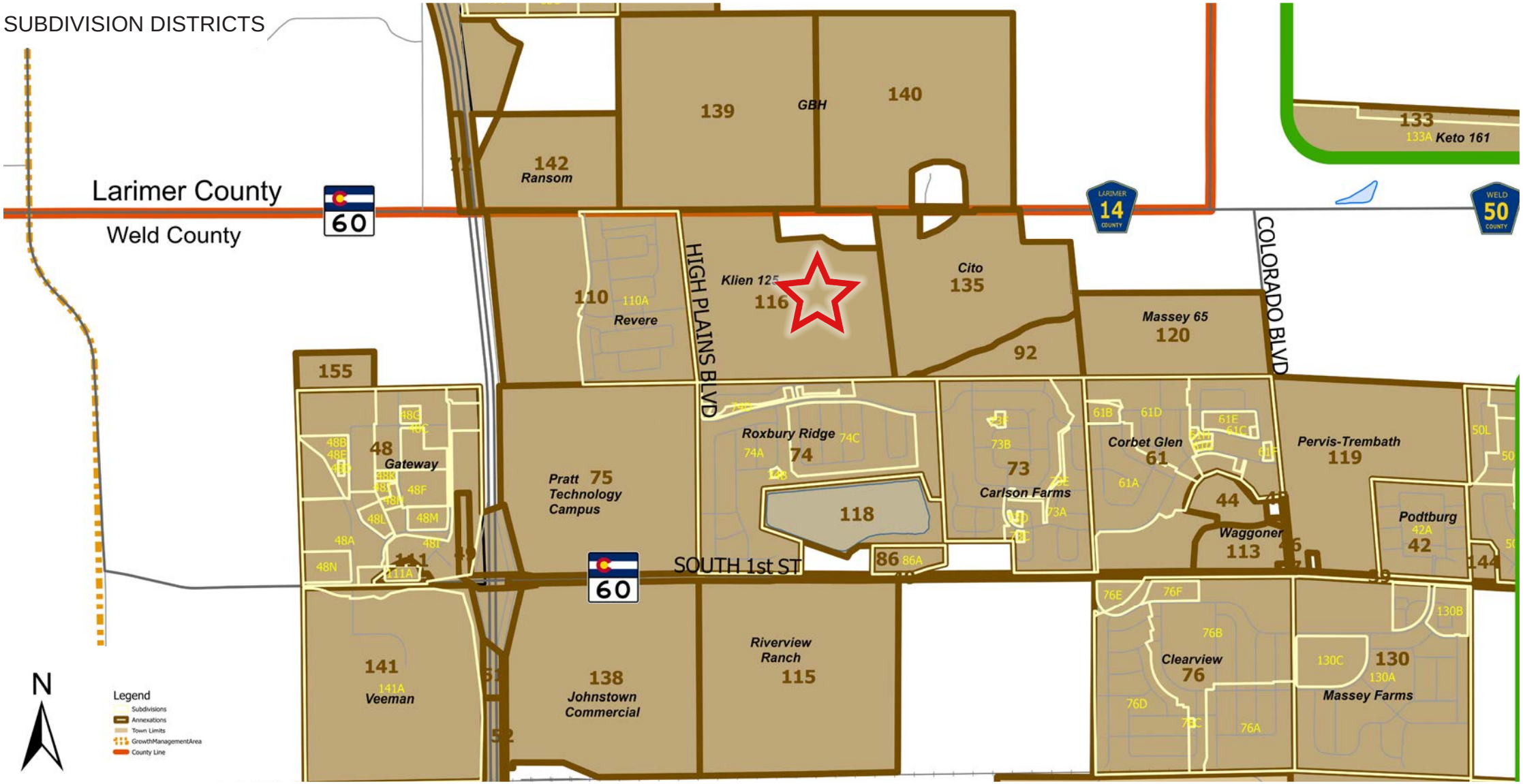
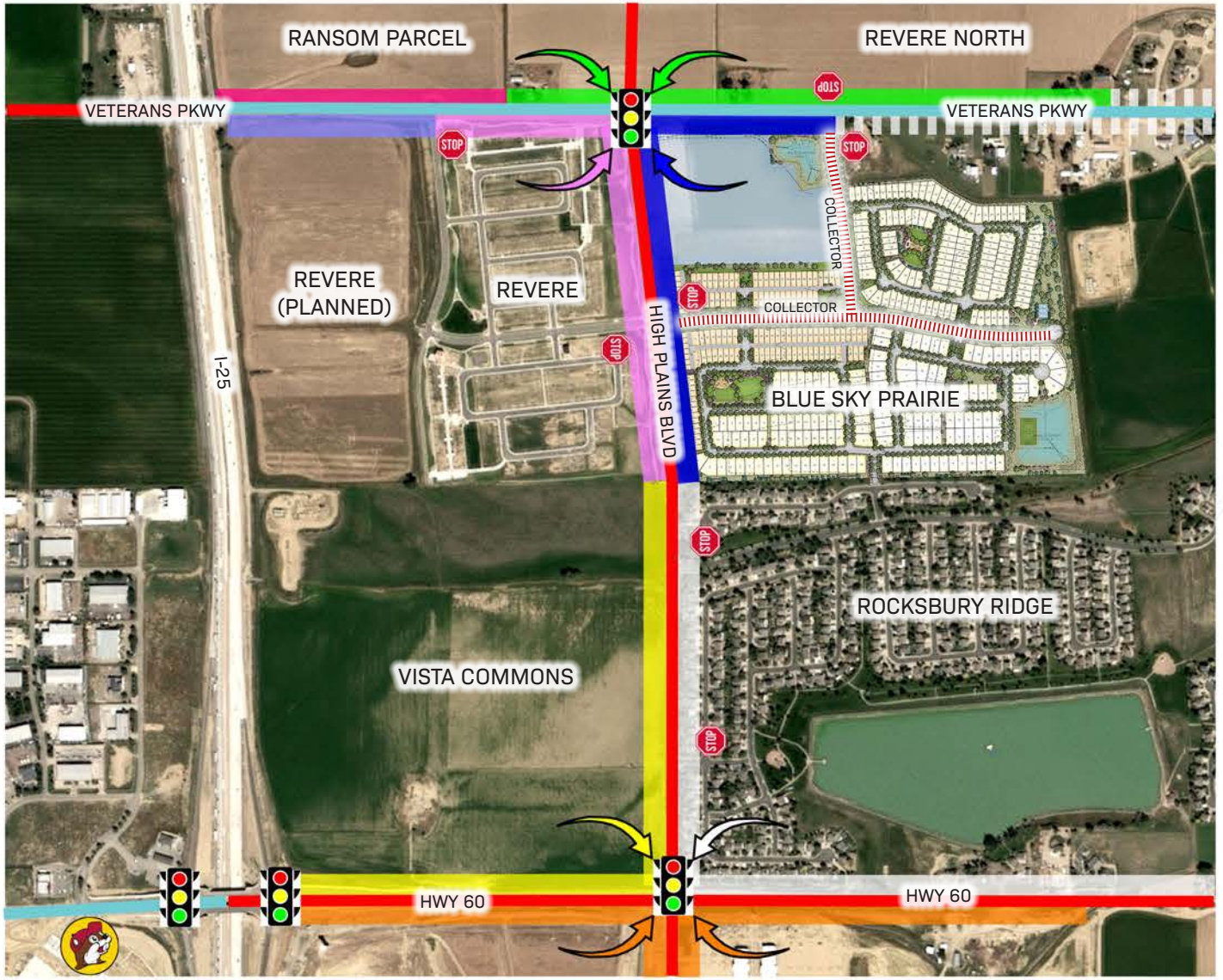
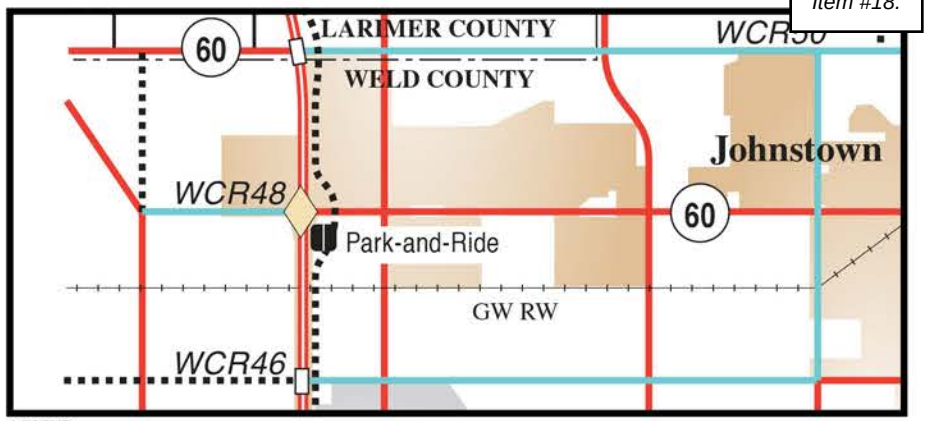
SURROUNDING JOHNSTOWN DEVELOPMENTS



TRAFFIC IMPROVEMENTS





LEGEND

= Freeway
= Expressway
= Regionally Significant Corridor - Major Arterial
= Major Arterial
= Minor Arterial
= Interchange

Figure 11

North

Roadway Plan

Johnstown Transportation Plan, 07-117, 12/11/07

LEGEND

- Arterial Frontage - Blue Sky Prairie Responsibility (Planned)
- Arterial Frontage - Revere Responsibility (Existing)
- Arterial Frontage - Revere Responsibility (Planned)
- Arterial Frontage - Revere North Responsibility (Planned)
- Arterial Frontage -Ransom Parcel Responsibility (Planned)
- Arterial Frontage -Vista Commons Responsibility (Planned)
- Arterial Frontage -Ledge Rock Center Responsibility (Planned)
- Arterial Frontage - Unknown Responsibility (Existing subdivisions contributions unknown)
- Arterial Frontage - Unknown Responsibility (Existing Property is not located within the Town's limits)
- Traffic Signal (Existing and Proposed)
  Proposed signal construction dependent upon development agreement timing and traffic study projections.

BACKGROUND TRAFFIC - YEAR 2026

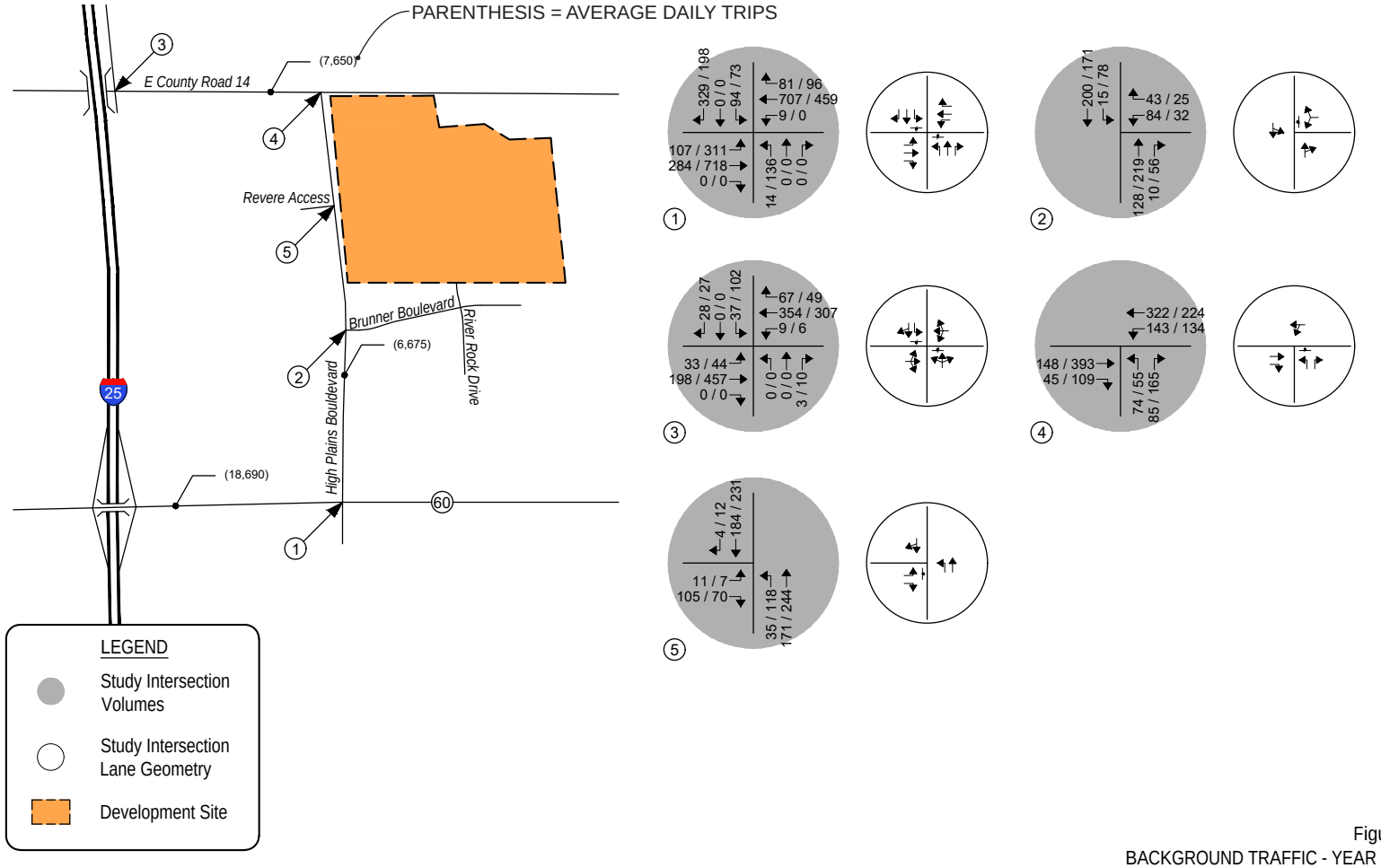


Figure 4
BACKGROUND TRAFFIC - YEAR 2026
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

BACKGROUND TRAFFIC - YEAR 2044

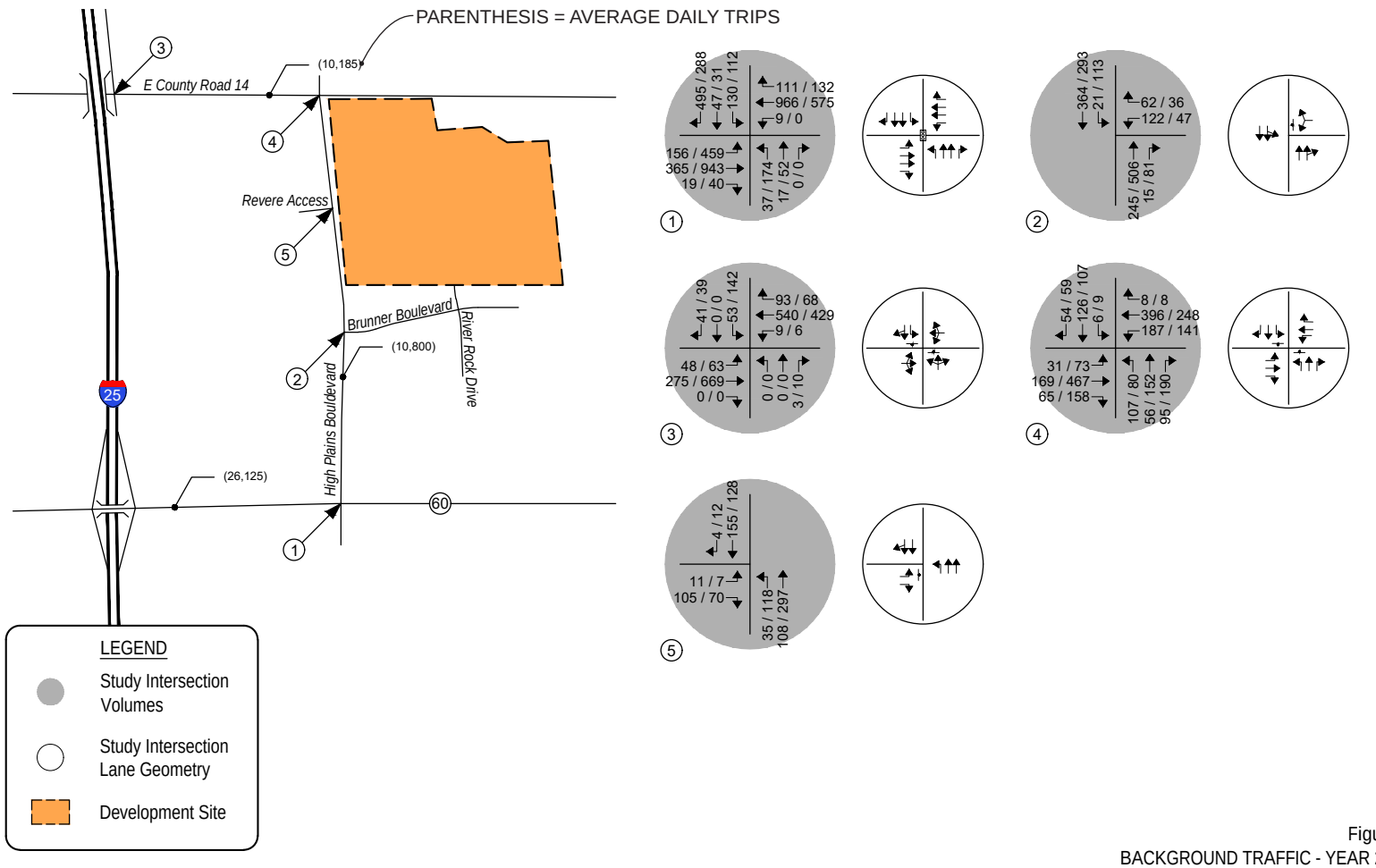


Figure 5
BACKGROUND TRAFFIC - YEAR 2044
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

TOTAL TRAFFIC - YEAR 2026

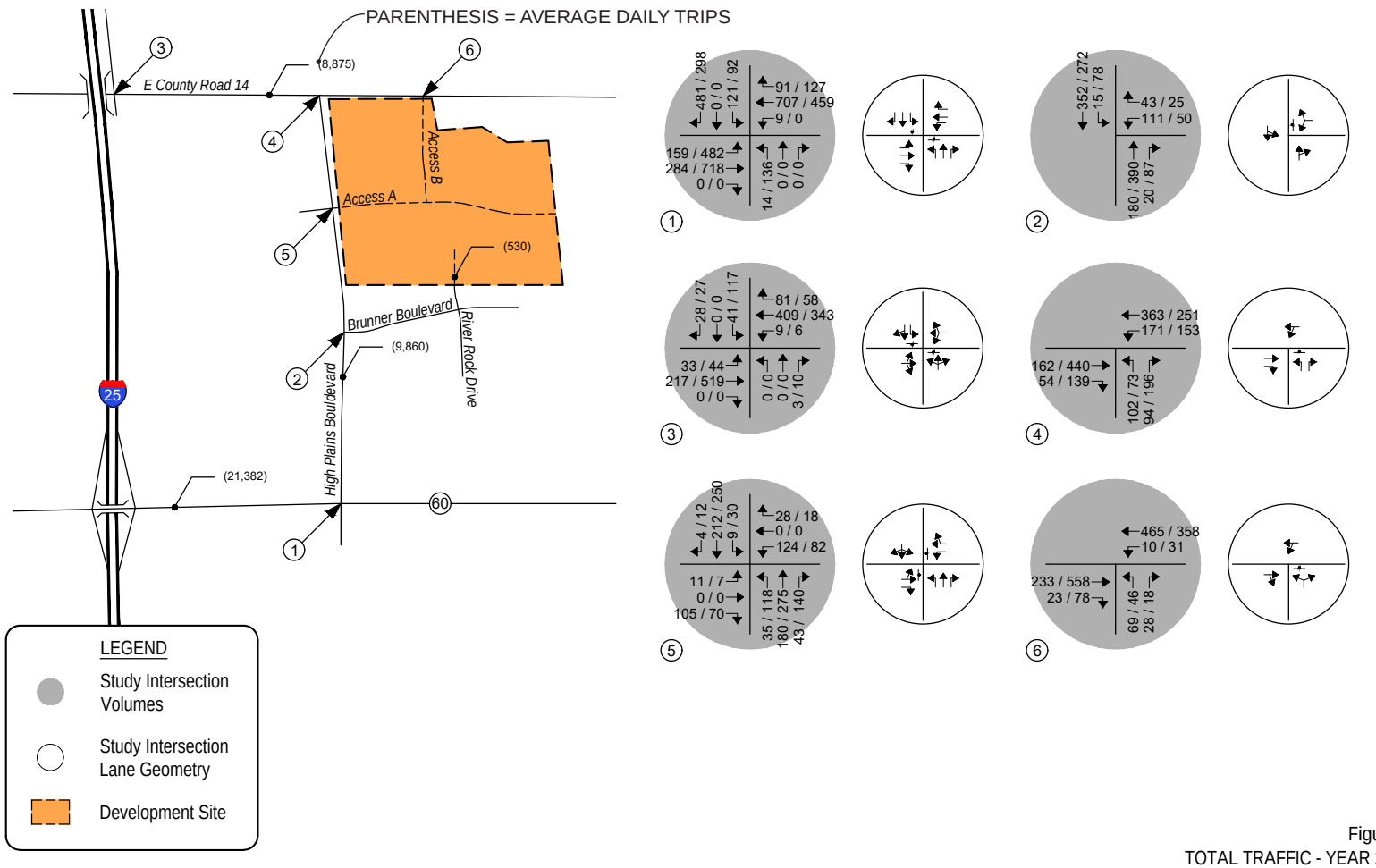


Figure 7
TOTAL TRAFFIC - YEAR 2026
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

TOTAL TRAFFIC - YEAR 2044

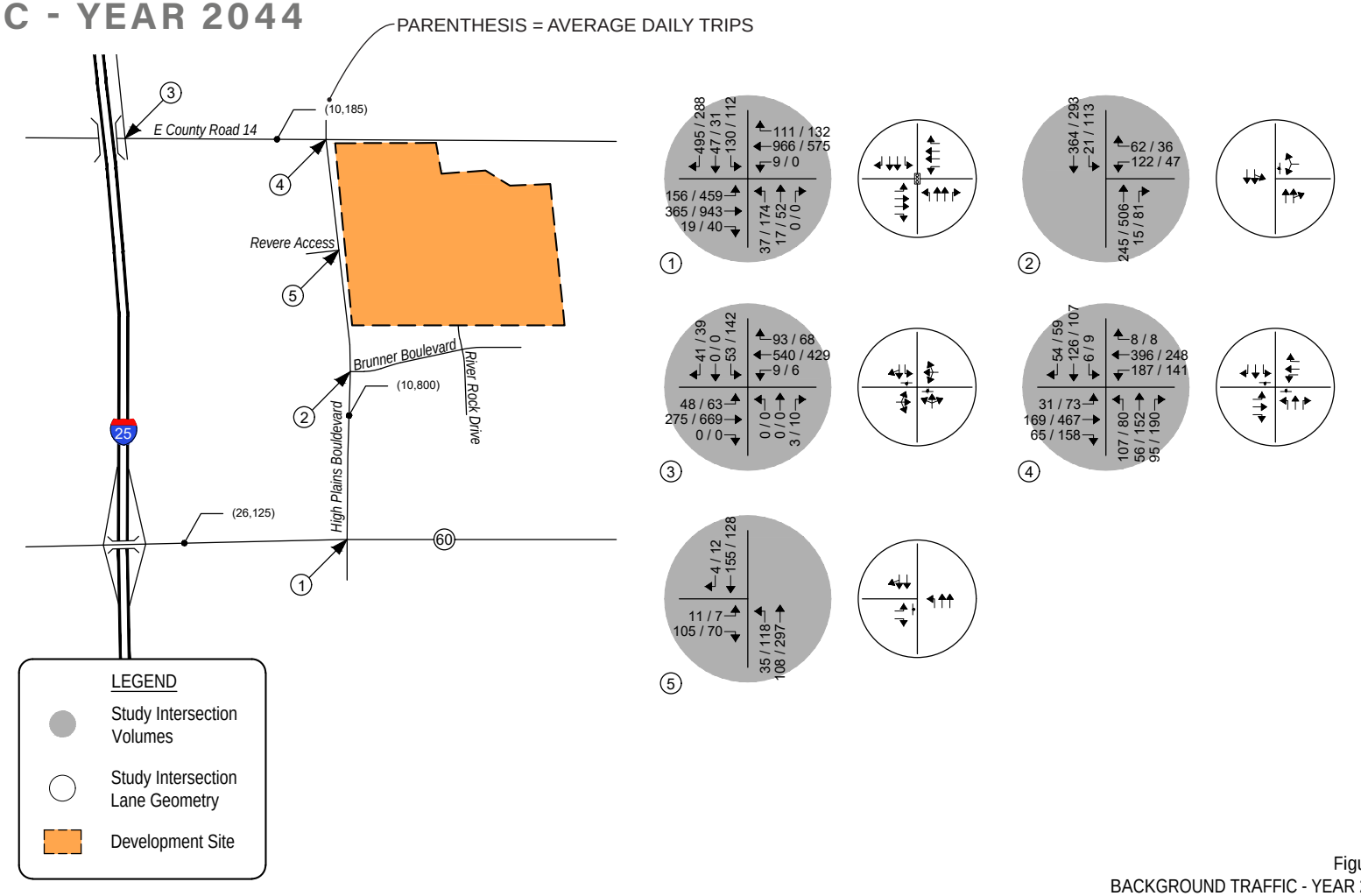
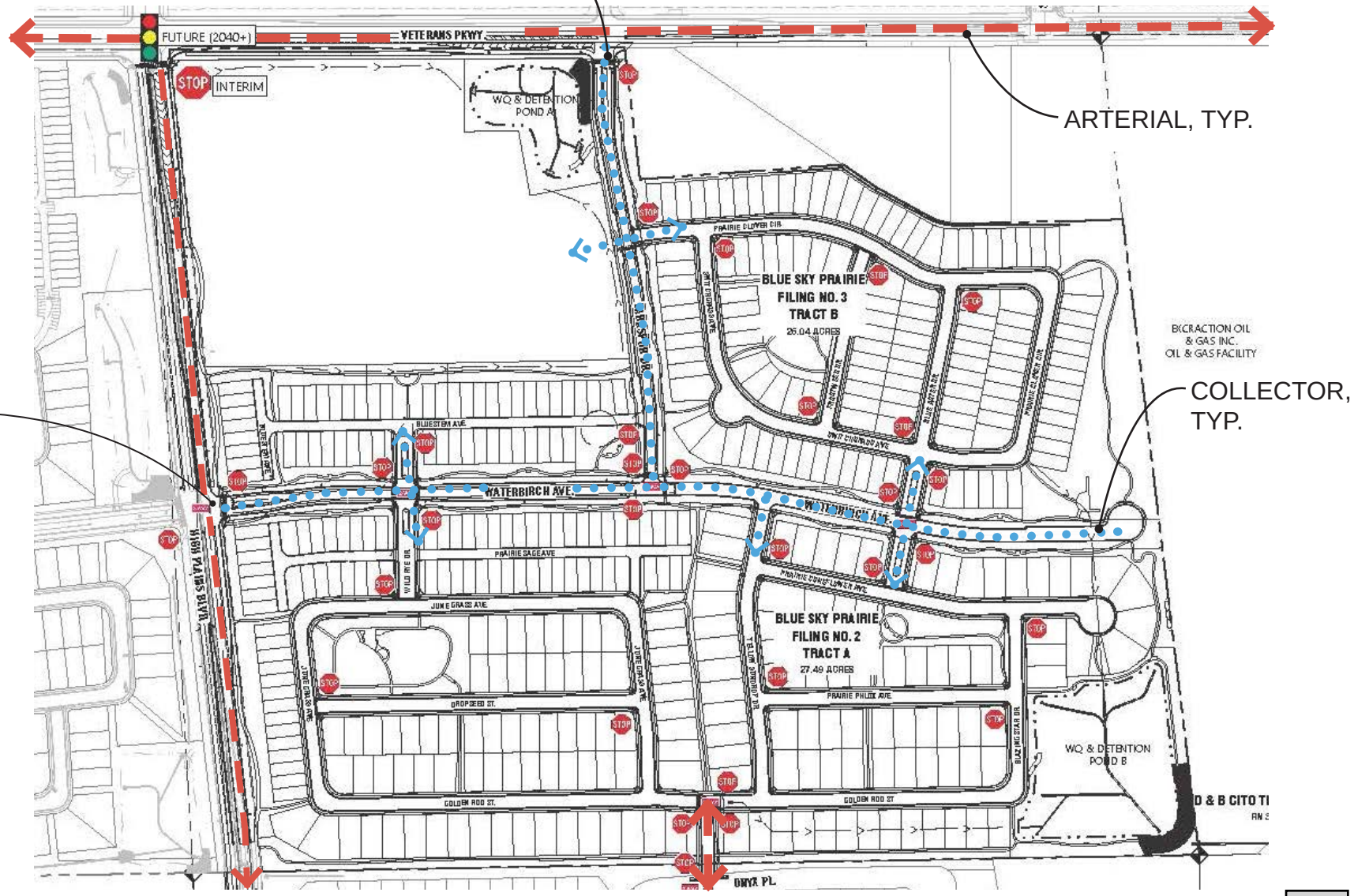


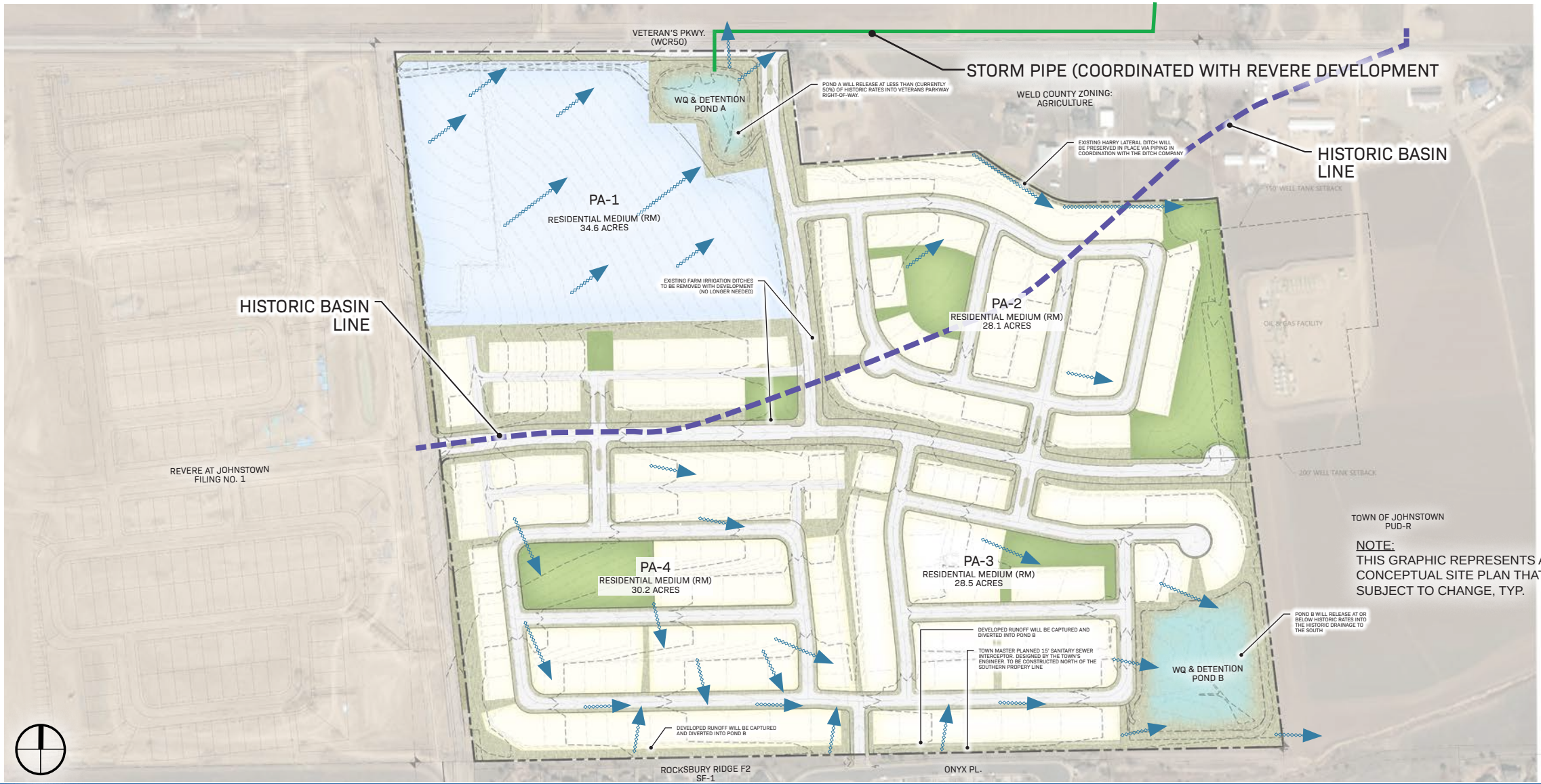
Figure 5
BACKGROUND TRAFFIC - YEAR 2044
Volumes & Intersection Geometry
AM / PM Peak Hour
(ADT) : Average Daily Traffic

MAJOR STREET NETWORKS

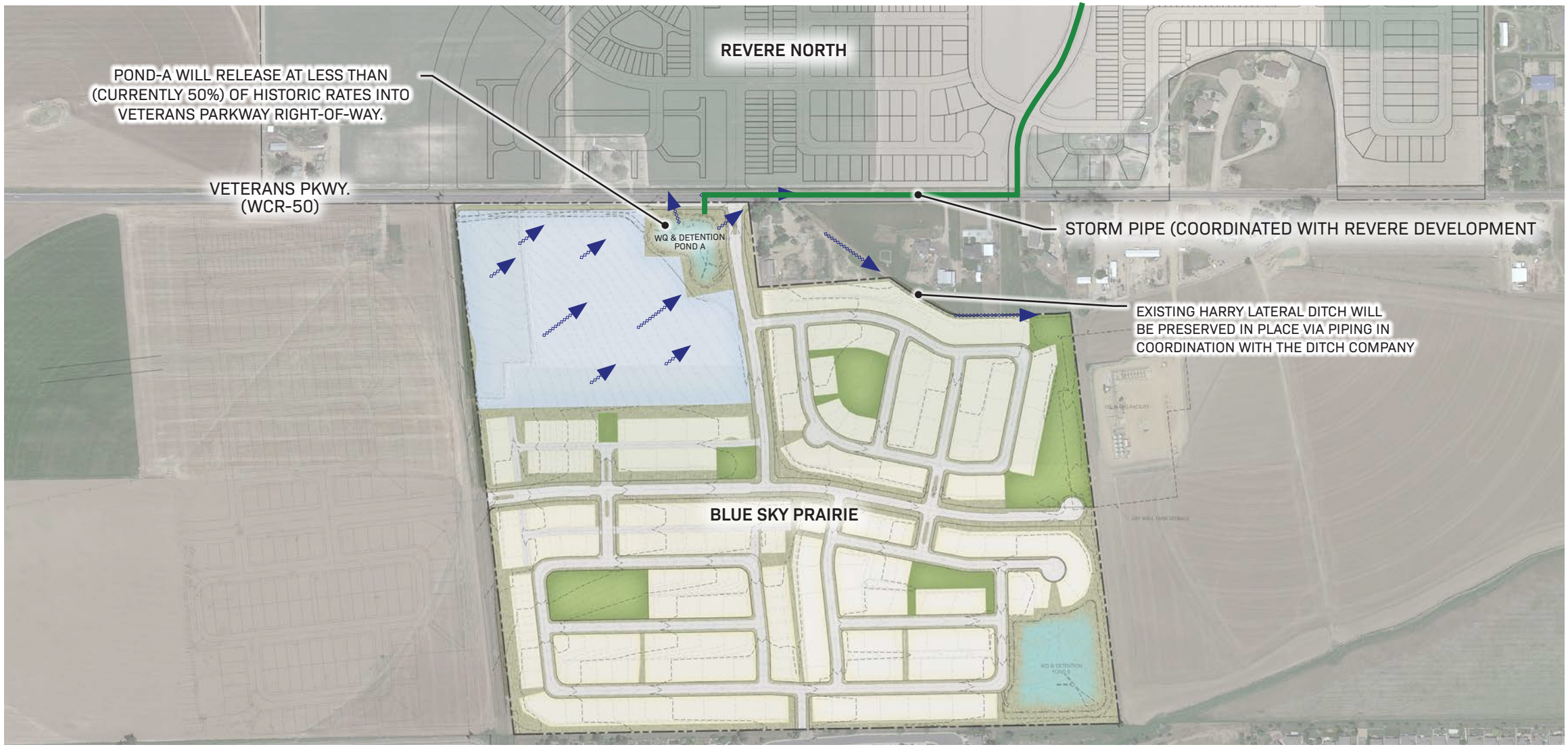
Waterbirch Avenue (Access A, East-West) and Larkspur Drive (Access B, North-South) are considered Collector Roadways and utilize two different street sections; one with parallel parking and one without. This variation, necking down at intersections and eliminating parallel parking along critical frontage and Single-Family Detached areas, will provide corridor variation intended to prevent the “urban highway” feel of the sections.



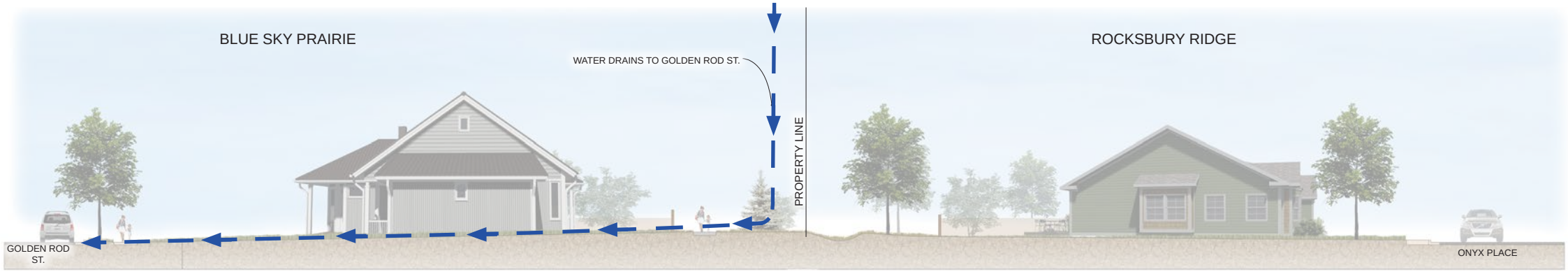
ILLUSTRATIVE DRAINAGE PLAN



DRAINAGE AT VETERANS PARKWAY

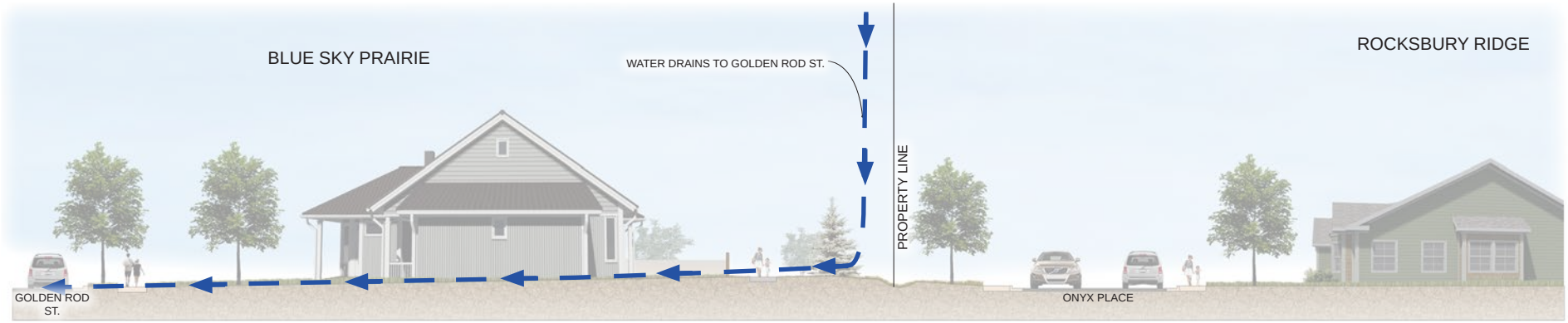


DRAINAGE AT SOUTHERN PROPERTY LINE



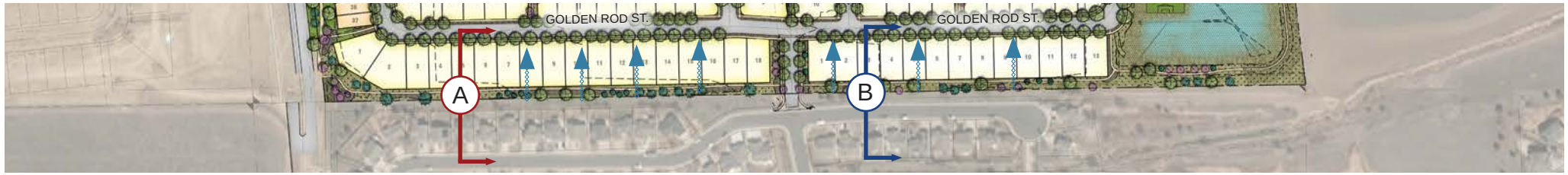
A SECTION A - DRAINAGE SOUTH BUFFER

NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY

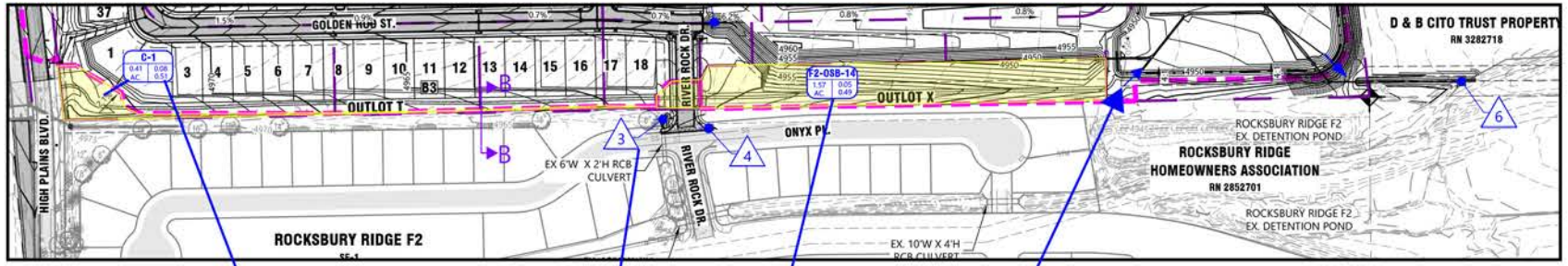


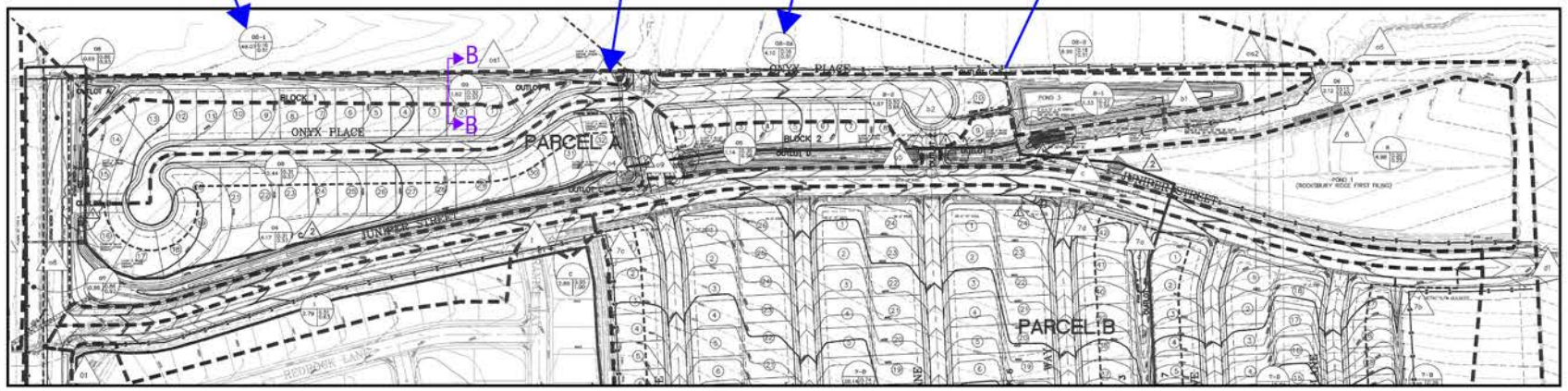
B SECTION B - DRAINAGE SOUTH BUFFER

NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY



ROCKSBURY RIDGE DRAINAGE





Final Drainage and Erosion Control Report

For

Rocksbury Ridge Second Filing

Johnstown, Colorado

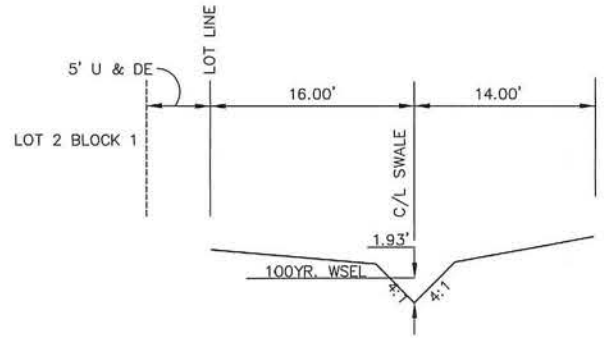
Runoff Coefficients – Summary

Historic Site Breakdown

Design Point	Contributing Sub-basins	Area acres	Q5 (cfs)	Q100 (cfs)
2	2	110.49		
4	4	5.62		

Developed Site Breakdown

Design Point	Sub-basin	Area acres	Q5 (cfs)	Q100 (cfs)
os-2a	OS-2A	4.10	1.9	11.6
b2	OS-2A, B2	8.97	8.1	27.2
os-1	OS-1	49.07	9.6	57.5
o3	O3, OS-1	50.69	10.2	59.7



SWALE SECTION B–B

5. A triangular channel has been provided north of Block 1 and has been sized for design point o3.

   a. The swale has a flow depth of 1.93 feet.

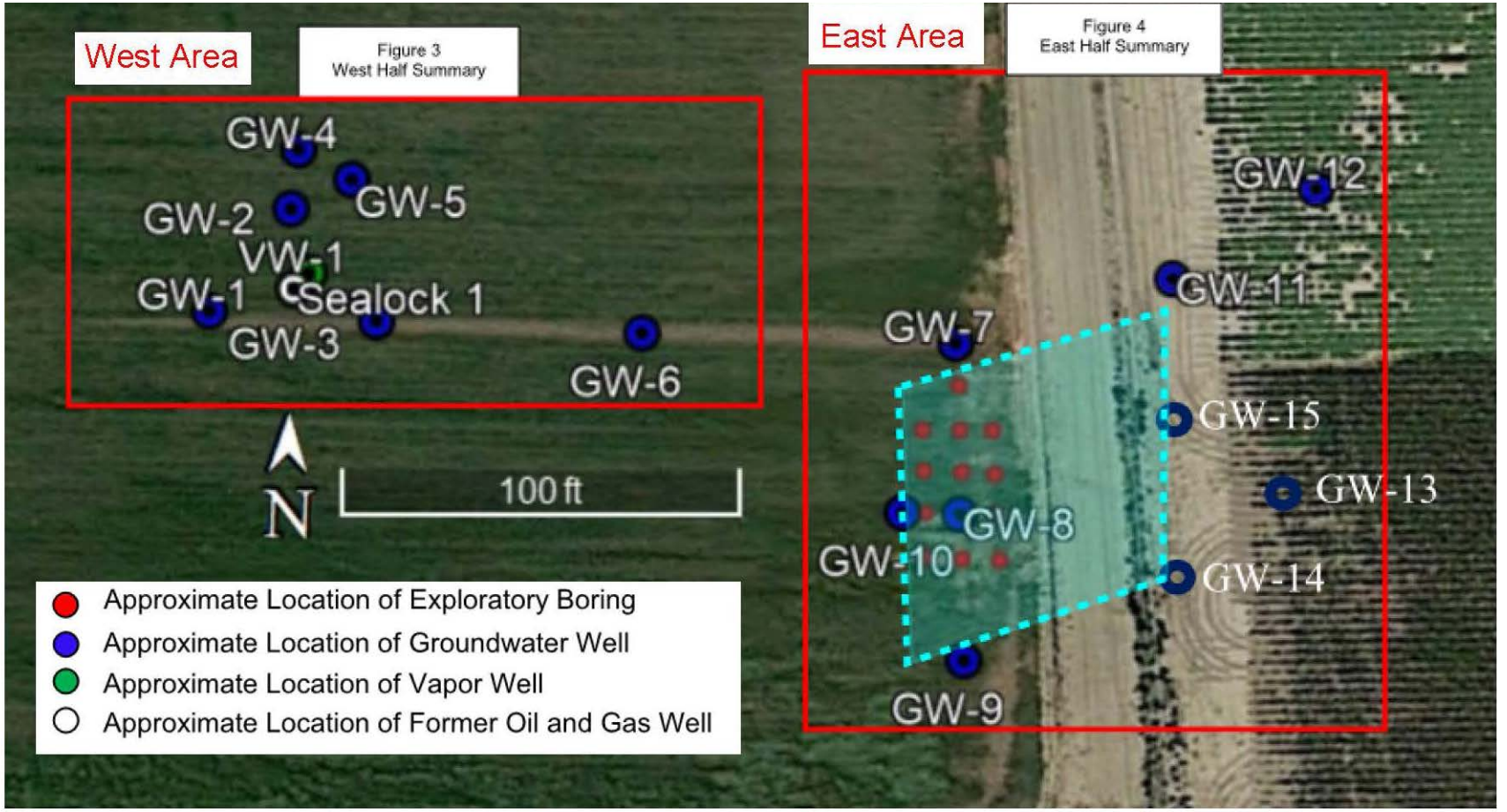
   b. The design flow is 59.67 cfs.

Input Data		
Mannings Coefficient	0.035	
Depth	1.93	ft
Left Side Slope	4.000000	H : V
Right Side Slope	4.000000	H : V
Discharge	59.67	cfs

Results		
Channel Slope	0.009716	ft/ft
Flow Area	14.90	ft²
Wetted Perimeter	15.92	ft
Top Width	15.44	ft
Critical Depth	1.69	ft
Critical Slope	0.019656	ft/ft
Velocity	4.00	ft/s
Velocity Head	0.25	ft
Specific Energy	2.18	ft
Froude Number	0.72	
Flow is subcritical.		

GROUNDWATER & SOIL TESTING

- GROUNDWATER AND SOILS IN THE WEST AREA TESTED BELOW COGCC STANDARDS.
- GROUNDWATER, AND TO A LESSER EXTENT THE SOILS, IN THE EAST AREA HAVE RESIDUAL HYDROCARBON IMPACTS.



Analyte	COGCC Standard (µg/L)
Benzene	5
Toluene	560 to 1000
Ethylbenzene	700
Xylenes	1400 to 10000

GW-8 test results

Benzene: **126 µg/L**
Toluene: ND
Ethylbenzene: 153 µg/L
Xylenes: 263 µg/L

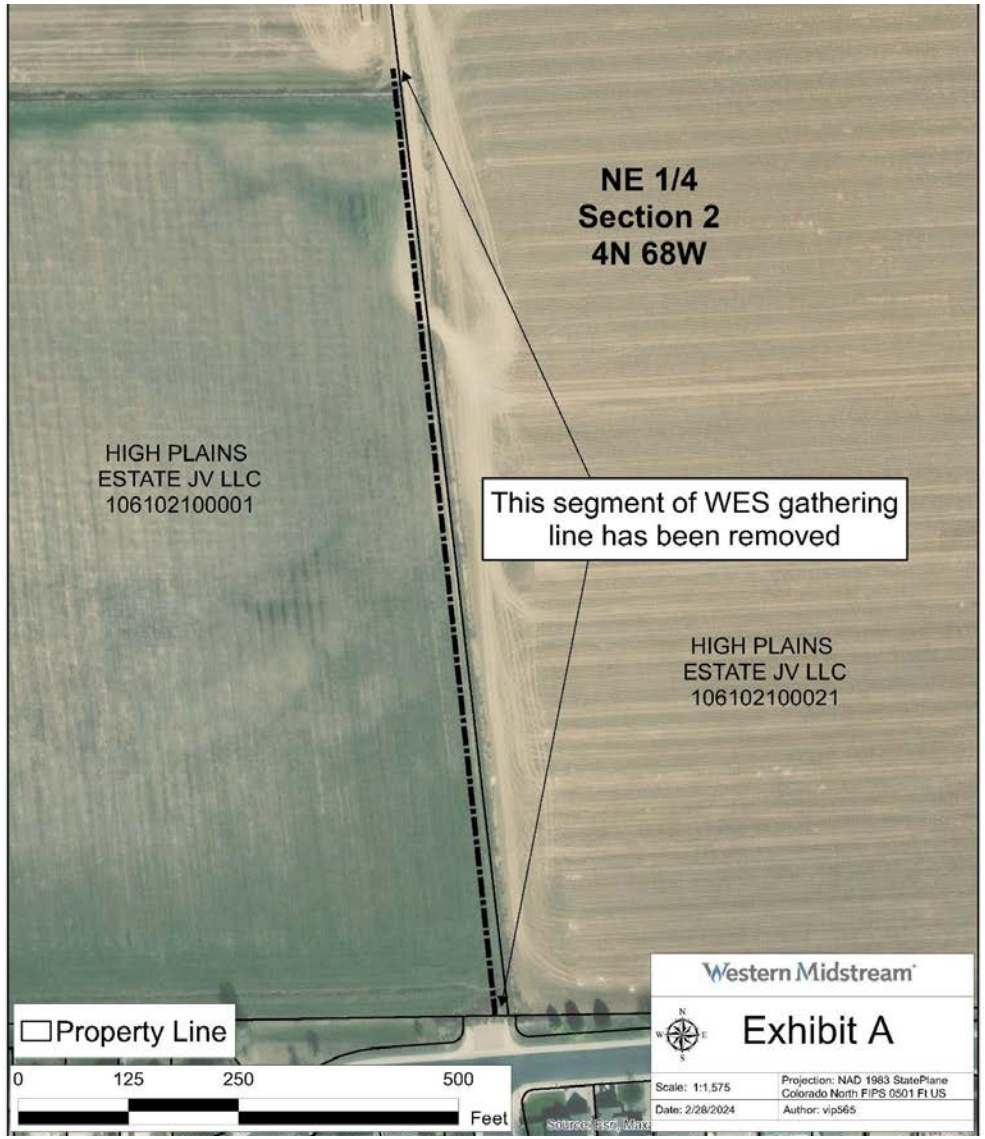
WATERBIRCH AVENUE - STREETSCAPE IMPROVEMENTS

MITIGATION RECOMMENDATIONS/ OPTIONS

- AVOID STRUCTURES WITHIN IMPACTED AREAS
- EXCAVATE IMPACTED SOIL BENEATH PUBLIC R.O.W.
- INSTALL VAPOR/RADON MITIGATION- TYPE SYSTEMS FOR ADJACENT LOTS *(TO BE DETERMINED WITH FUTURE PLANNING)*.
- CREATE A MATERIALS MITIGATION PLAN FOR LAND DEVELOPMENT AND HOME BUILDING.

East Area

REMOVAL OF GATHERING LINE



OVERALL LANDSCAPE AREA

PARKS & OPEN SPACE

PARKS AREAS
FOR PARK CREDIT

Park Enhancements and Additional Amenities

- Multi-Sport Courts
- Play Structures
- Trail connections
- Shade/Picnic Shelters
- Lawn games
- Climbing boulders
- Swings
- BBQ
- Open play fields
- 15% Additional trees and 25% additional shrubs in all Parks and Common Open Space

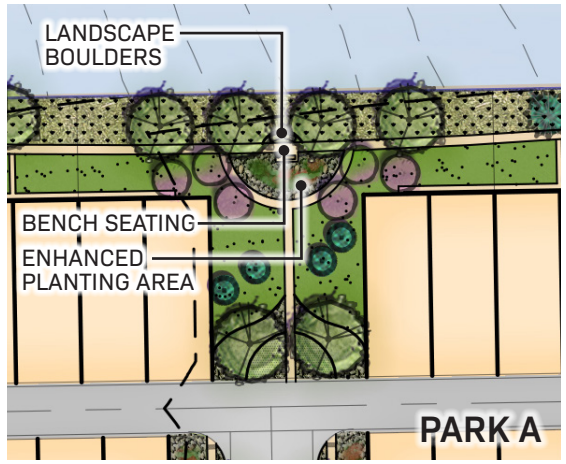
COMMON & OPEN SPACE AREAS
FOR COMMON & OPEN SPACE CREDIT

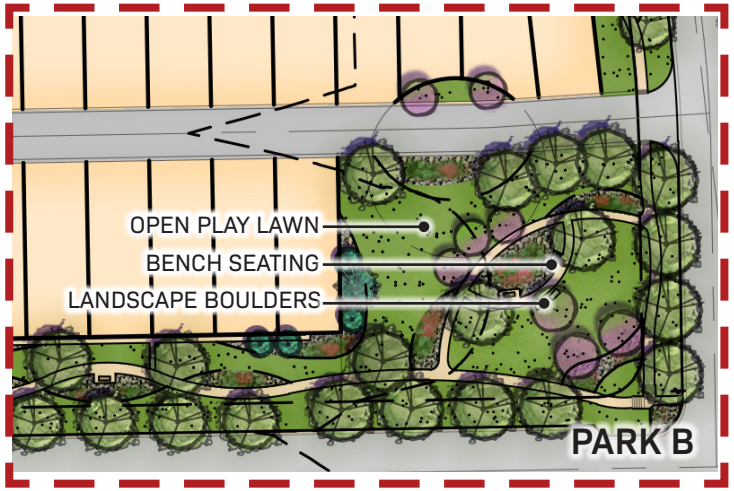
Open Space and Buffer Landscape Enhancements

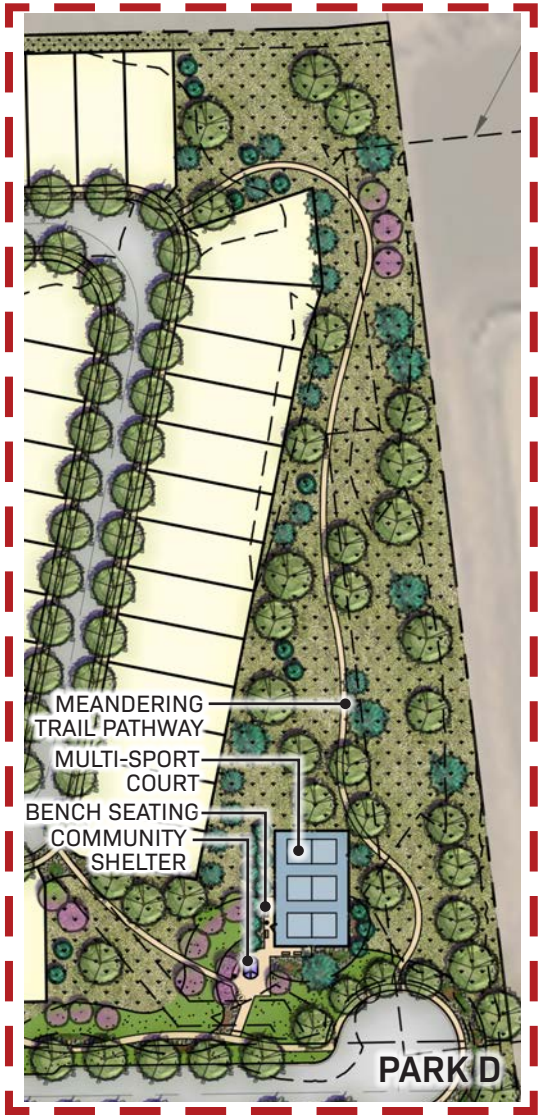
- 15% Additional trees and 25% additional shrubs in all Common Open Space
- 15% Additional trees and 25% additional shrubs in buffers along Arterial streets - High Plains Boulevard and Veterans Parkway and Open Spaces
- 15% Additional trees and 25% additional shrubs in buffers along Collector Streets- Waterbirch Avenue and Larkspur Drive

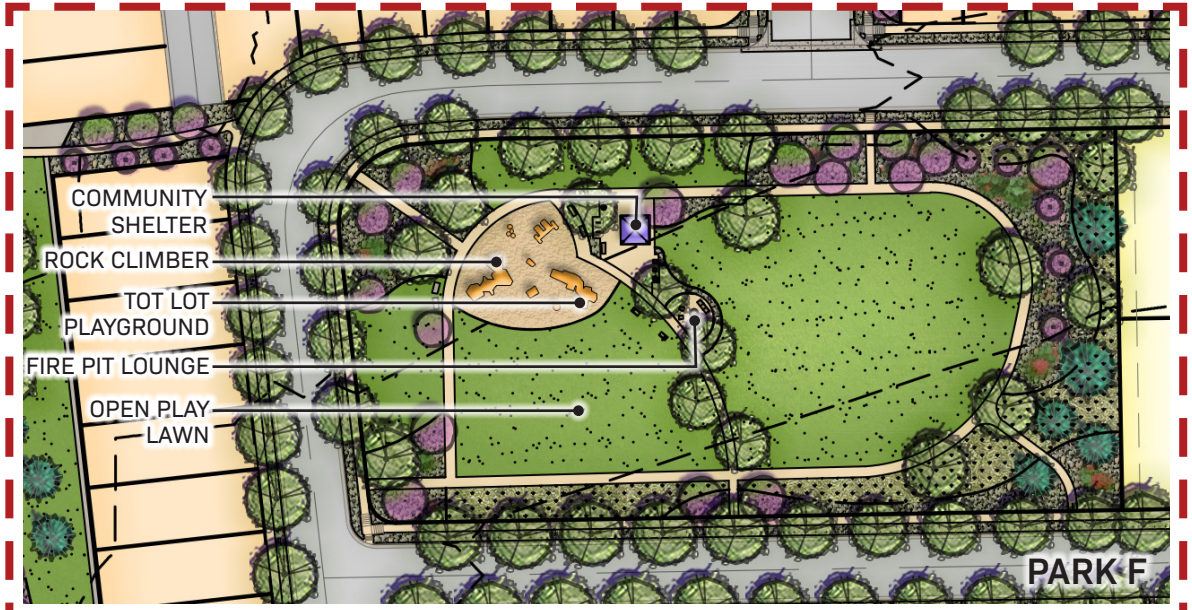
NEIGHBORHOOD PARKS

FILING 1









RIGHT OF WAY AREAS AND MONUMENTATION

RIGHT OF WAY AREAS

FOR COMMON & OPEN SPACE CREDIT

Open Space and Buffer Landscape Enhancements

- 15% Additional trees and 25% additional shrubs in all Common Open Space
- 15% Additional trees and 25% additional shrubs in buffers along Arterial streets - High Plains Boulevard and Veterans Parkway and Open Spaces
- 15% Additional trees and 25% additional shrubs in buffers along Collector Streets- Waterbirch Avenue and Larkspur Drive

PRIMARY- ENTRY MONUMENTS

SECONDARY- RESIDENTIAL SIGNAGE

TERTIARY- PARKS & OPEN SPACE SIGNAGE

MONUMENTATION PLAN

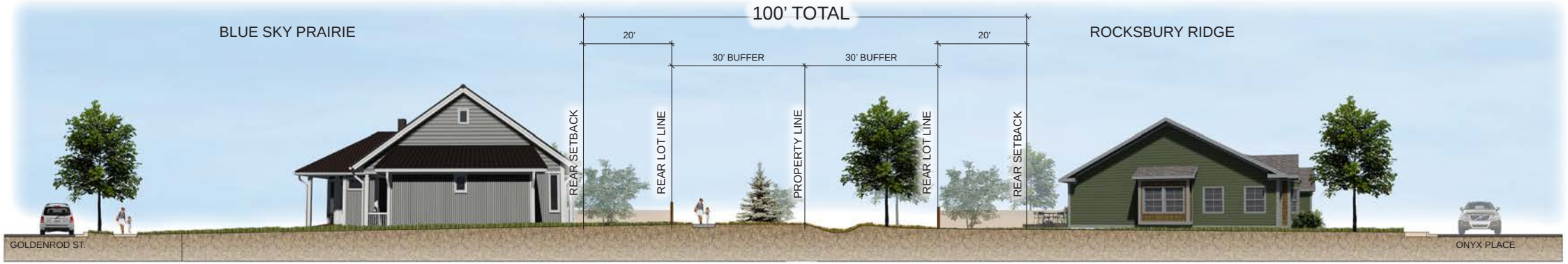
FOR PRIMARY, SECONDARY & TERTIARY SIGNAGE

WATERBIRCH AVENUE - REQUIRED STREETSCAPE

WATERBIRCH AVENUE - STREETSCAPE IMPROVEMENTS

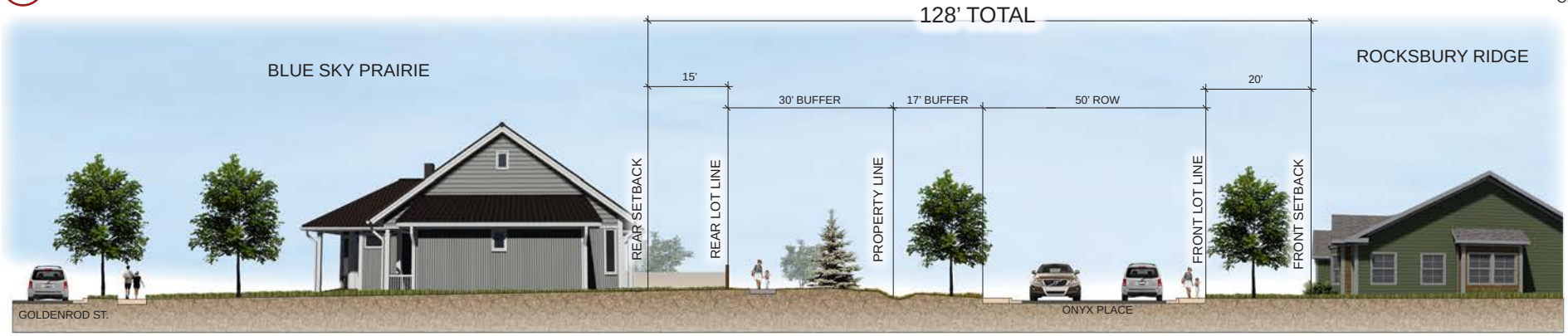
WATERBIRCH AVENUE STREETSCAPE IMPROVEMENTS

BUFFER AT SOUTHERN PROPERTY LINE



A SECTION A - SOUTH BUFFER

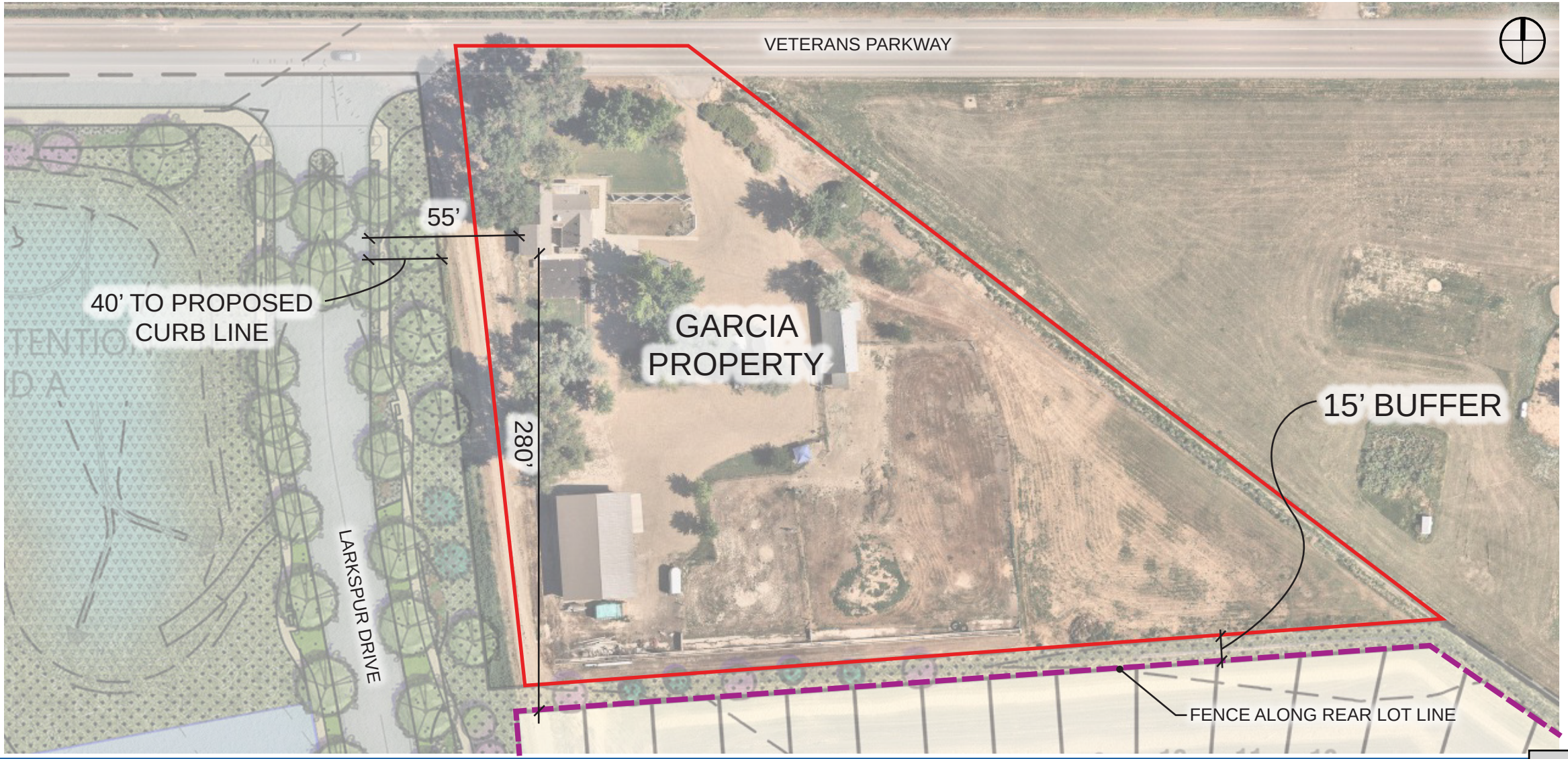
NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY



B SECTION B - SOUTH BUFFER

NOTE:
ELEVATION OF HOMES ARE REPRESENTATIVE ONLY

BUFFER AT GARCIA PROPERTY



PICTURE FROM GARCIA PROPERTY (LOOKING NORTH)

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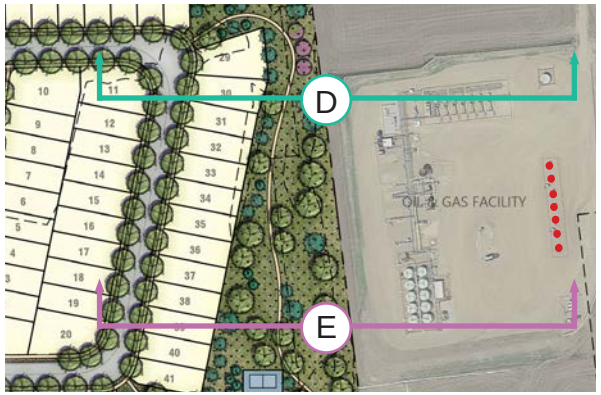
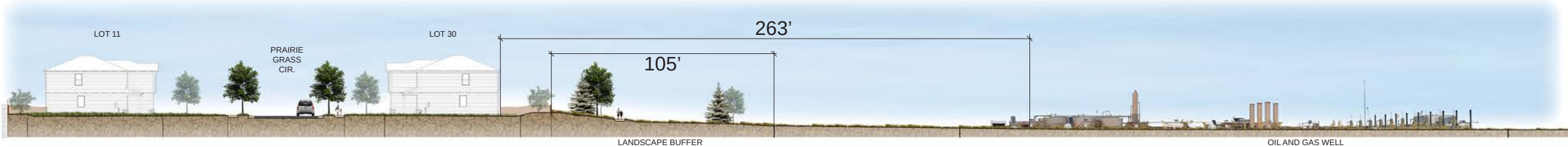
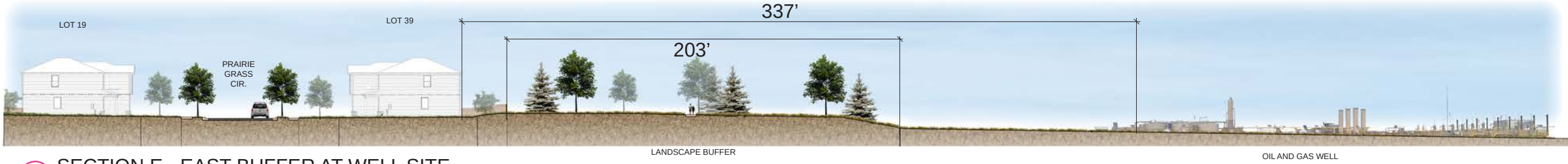
BUFFER AT EASTERN PROPERTY LINE

- Per Current Land Use Code, Sec 17-5-2, Table 5-1, 250' Min. Buildings/Structures setback from all other category Oil/Gas Site



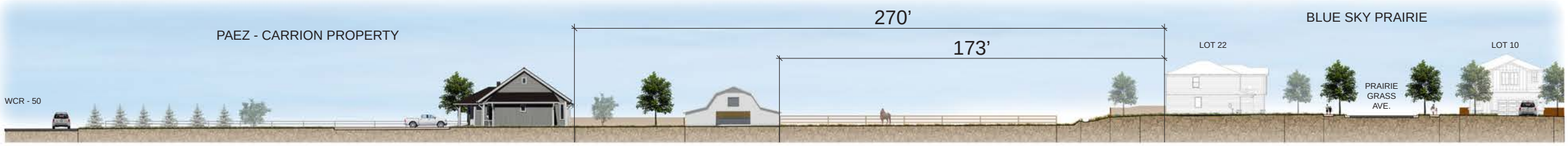


D SECTION D - EAST BUFFER AT WELL SITE



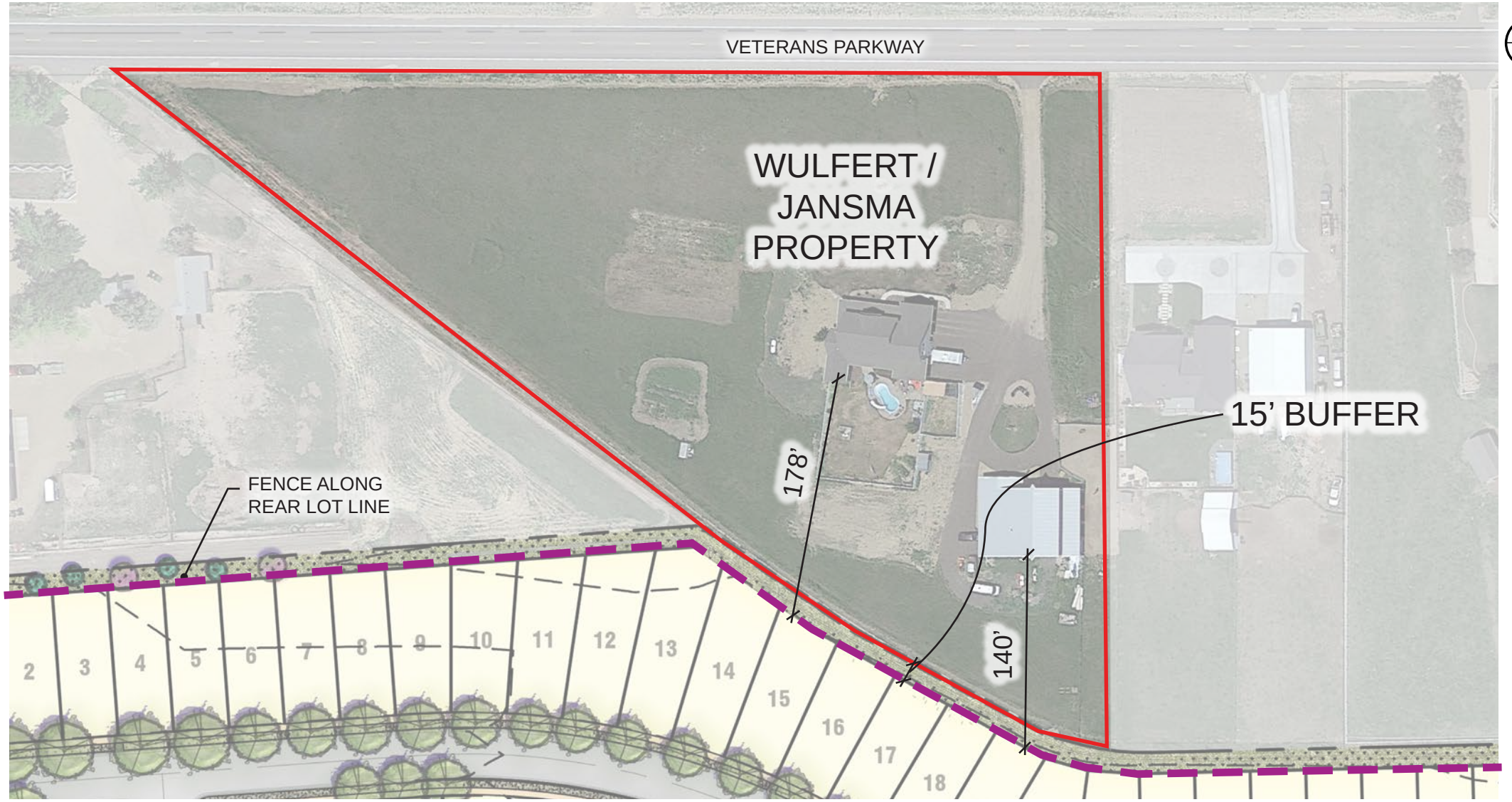
E SECTION E - EAST BUFFER AT WELL SITE

BUFFER AT NORTHERN PROPERTY LINE

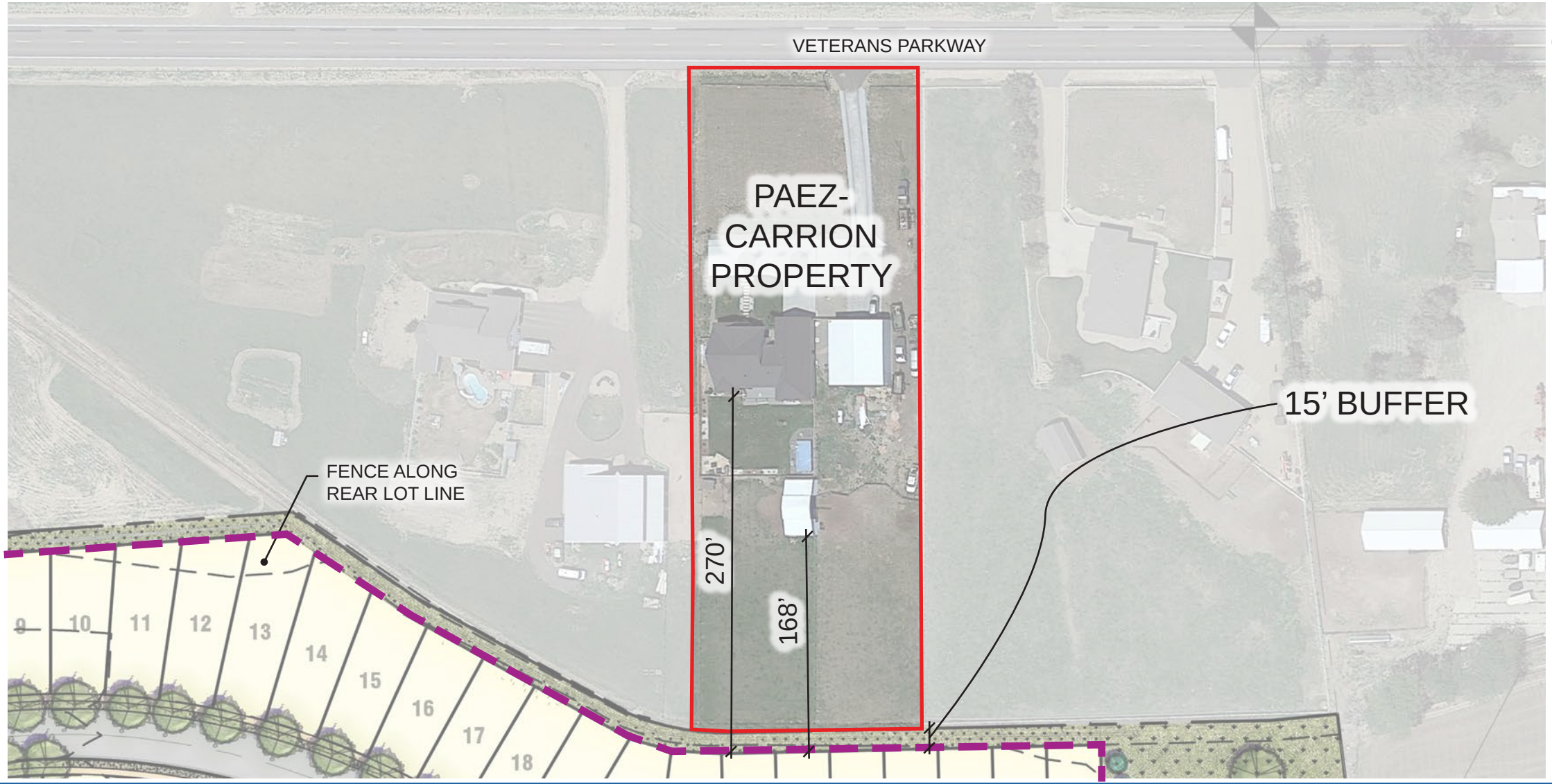


C SECTION C - NORTH BUFFER AT PAEZ - CARRION PROPERTY

BUFFER AT WULFERT / JANSMA PROPERTY



BUFFER AT PAEZ - CARRION PROPERTY



BUFFER AT HEIL-STONER PROPERTY

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Blue Sky Prairie Filing No. 1)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the "Town"), and **COLA, LLC**, a Colorado limited liability company ("Developer").

RECITALS

WHEREAS, High Plains Estates JV, LLC 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 Blue Sky Prairie Filing No. 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 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.

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

1.4 **"Developer"** shall mean the person identified as the Developer in the introductory paragraph of this Agreement and any heirs, successors, or assigns of such Developer.

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 engineering and construction plans for the construction, installation and improvement of the Private Improvements as required by Chapter 17, Article 3 of the Code or as otherwise required by the Town.

1.7 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

1.8 **"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.

1.9 "**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.

1.10 "**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.

1.11 **"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 on common areas as required by Chapter 17, Article 3 of the Code or as otherwise required by the Town.

1.12 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements required by Chapter 17, Article 3 of the Code or otherwise required by the Town, 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**.

1.13 **"Performance Guarantee"** shall mean a guarantee that the Subdivision Improvements are be constructed in conformance with the Approved Plans as more fully described in Paragraph 2.7 below.

1.14 **"Subdivision Improvements"** shall mean the Public Improvements and Private Improvements.

1.15 **"Town"** shall mean the Town of Johnstown, Colorado.

1.16 **"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 and approval. 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, completion of construction, 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. Phasing of the construction of the Public Improvements will not be unreasonably withheld or delayed provided that the phasing standards set forth in clauses (i), (ii) and (iii) above are reasonably satisfied. The parties have agreed that the Subdivision Improvements will be phased in accordance with the phases that will be set forth in Approved Plans and that completion, acceptance, and guarantees will be by phase.

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 or an approved phase thereof, 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. 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 or granted 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 seven (7) 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 each phase 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 Subdivision 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 which 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 and notice of approval has been provided 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 will, to the extent reasonably required, 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. For clarity, the Private Improvements referenced herein do not apply to landscape on lots, which are anticipated to be installed by homeowners.

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, if ownership of Private Improvements is transferred to the District or other person or entity, by the owner of such Private Improvement. 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 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 which 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 for a phase, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. At its reasonable 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 for a phase as long as the Performance Guarantee remains in effect for such uncompleted Subdivision 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 for a phase, 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 for a reasonable period with respect to the portion of the Public Improvements for which remedial or repair work has been done at the Town's reasonable 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. Notice of Final Acceptance and all releases shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall delegate covenant enforcement and design review services to the High Plains Estates Metropolitan District, as may be renamed ("District").

5.7 ***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, homeowners association or the District; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by 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, preliminary projections of water and sewer demand and a commitment by the Town for water and 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 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer or the District shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The District shall own and maintain the stormwater infrastructure for the Development, except for the stormwater infrastructure located in the Town's rights-of-way. The District shall provide the Town with a proposed operations and maintenance manual for such District owned and maintained 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 such District owned and maintained stormwater infrastructure. The operations and maintenance agreement shall be executed prior to issuance of the Notice of Construction Acceptance. The Town shall not own or maintain detention ponds for the Development.

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, both for the applicable phase, 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 for the applicable phase; (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; (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. At its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

7.3 If at any time the Town determines that Developer or the District are 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) business 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 may issue a stop work order on all construction in the Development and/or 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 the 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.

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

9.4 Upon completion of construction and application for construction acceptance, 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 except to the extent caused by gross negligence or willful misconduct of the Town. 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 actual costs incurred by 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 (excluding special, consequential and punitive damages). 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**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, 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 the undersigned Developer has full power and authority to enter into this Agreement. The undersigned Owner expressly warrants and represents to the Town that it is the record owner of the Property and further represents and warrants that the undersigned Owner 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:

COLA, LLC
Attention: Jim Leiferman and Joe Stifter
555 Middle Creek Parkway Ste. 500
Colorado Springs, CO 80921
Email: Jstifter@viewhomesinc.com
Jleiferman@viewhomesinc.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 South Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@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 ***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.

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

13.12 ***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.

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

13.14 ***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.

13.15 ***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 or home buyers, materialmen, laborers or others providing work, services or materials for the Subdivision Improvements.

13.16 ***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.

13.17 ***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.

13.18 ***Landscape Verification.*** Upon installation of the landscaping, and prior to the release of the Performance Guarantee or other agreed upon surety for the landscaping, the professional landscape contractor who prepared the landscape plans shall submit a letter to the Town verifying that the landscaping and irrigation were installed pursuant to the approved landscape plans for the Development.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 30th day of May 2024.

DEVELOPER:

COLA, LLC, a Colorado limited liability company

By: _____
Name Joe Stifter
Title: Vice President of Land

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

SUBSCRIBED AND SWORN to before me this 30th day of May 2024, by Joe Stifter, as the Vice President of Land of COLA, LLC.

WITNESS my hand and official seal.

My commission expires: 10.17.26

Sandra Hazelton
Notary Public

Sandra Hazelton
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224040127
MY COMMISSION EXPIRES 10/17/2026

OWNER:

The Agreement is approved as to form and as to the agreements and obligations contained therein related to the Owner.

HIGH PLAINS ESTATE JV, LLC, a Delaware limited liability company

By: View Homes Incorporated, a Texas corporation
Its Administrative Member

By: _____
Name: Randy O'Leary
Title: Chief Executive Officer

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

SUBSCRIBED AND SWORN to before me this 29th day of May, 2024, by Randy O'Leary, as Chief Executive Officer of View Homes Incorporated, a Texas Corporation, as the Administrative Member of High Plains Estate JV, LLC, a Delaware limited liability company.

WITNESS my hand and official seal.

My commission expires: 10.17.26

Sandra Hazelton
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224040127
MY COMMISSION EXPIRES 10/17/2026

_____
Notary Public

The Agreement is approved as to form and as to the agreements and obligations contained therein related to the High Plains Estates Metropolitan District.

HIGH PLAINS ESTATES METROPOLITAN DISTRICT

By: _____
~~President~~ TREASURER (AUTHORIZED SIGNATORY)

Attest:

_____
Secretary

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
(Blue Sky Prairie Filing No. 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. Mitigation of Construction Traffic. River Rock Drive shall not be used by construction traffic but shall remain an emergency access point with a Knox Box until the horizontal improvements for Filing No. 2 of the Development are completed. Without waiving any other rights the Town may have to withhold building permits or certificates of occupancy pursuant to this Agreement, the Code or any other Town rules or regulation, the Town acknowledges that such requirement for River Rock Drive will not adversely impact Developer's ability to obtain building permits and certificates of occupancy.

2. Veteran's Parkway (Weld County Road 50).

a. If Developer is coordinating with adjacent property owners for the improvements to Veteran's Parkway, to maximize construction efficiencies and minimize disruption to the public street network, the Town may consider alternative phasing requirements for construction and development of the project site. This may include, but is not limited to, issuance of building permits prior to issuance of Notice of Construction Acceptance of certain of the Public Improvements. This shall be at the Town's discretion, and subject to coordination with the Front Range Fire Rescue Authority to ensure necessary emergency access.

b. Developer shall, upon the Town's written request, pay twenty-five percent (25%) of the cost of the installation of traffic control improvements (e.g., a traffic signal, roundabout or similar such improvement) when warranted at the intersection of Veteran's Parkway (Weld County Road 50) and High Plains Boulevard. The payment shall be made within sixty (60) days of receipt of a written request from the Town, unless otherwise agreed to in writing by the Town.

c. If a request for payment of the twenty-five percent (25%) contribution to the intersection improvements as described in 2.b. above has not been made within five (5) years, or upon the build-out of the entire Blue Sky Prairie subdivision, whichever occurs sooner, the Town and Developer will re-assess the timing of said payment.

3. Prior to construction of the off-site sanitary sewer and storm sewer infrastructure, the Developer shall obtain all the requisite easements agreements pertaining to the infrastructure and provide the easements agreements to the Town for review and approval prior to execution and recordation of the easement agreements.

4. Pursuant to that certain Infrastructure Reimbursement Agreement dated August 7, 2023, between the Town and Revere at Johnstown Metropolitan District No. 3, recorded in the office of the Weld County Clerk and Recorder at Reception No. 4914947 ("Infrastructure

Agreement"), prior to the issuance of building permits, the Developer, as a Benefitted Property Owner, shall reimburse the District for the proportionate share of the Certified Cost of the Public Improvements attributable to the Development and provide written proof to the Town. The terms in this Paragraph 4 shall have the meaning set forth in the Infrastructure Agreement.

EXHIBIT C

ENGINEER'S OPINION OF COST
(ATTACHED)

WATER AND SEWER SERVICE AGREEMENT
(BLUE SKY PRAIRIE FILING NO. 1)

THIS WATER AND SEWER SERVICE AGREEMENT is made and entered into this ___ day of _____ 2024, by and between the **COLA, LLC**, a Colorado limited liability company ("Developer"), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties" and singularly as "Party."

WITNESSETH:

WHEREAS, High Plains Estate JV, LLC, a Delaware limited liability company, is the owner of a parcel of land located in in the NE1/4 of Section 2, T04N, R68W of the 6th P.M. and SE1/4, Section 12, Township 4 North, Range 68 West, 6th PM., Weld County, Colorado, described more particularly on Exhibit "A" ("Subject Property"); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, Developer, with the property owner's authorization, seeks to develop the Subject Property and to designate such development as Blue Sky Prairie Filing No. 1, containing 204 single family detached lots with residential irrigated landscaping ranging from 972 ft^2/lot to 2,366 ft^2/lot and common space irrigated landscaping containing 4.35 acres of EnviroTurf, 0.95 acre of Nature's Prairie Sod, 3.46 acres of xeriscape shrubs and trees, and 4.23 acres of temporarily irrigated native grass ("Project"); and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a current commitment by the Town for water and sewer service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance ("Ordinance"), the Developer has submitted to the Town a preliminary water and sewer demand analysis for the Project dated January 12, 2024. Said analysis was received by the Town, is on file with the Town and, as modified by the Town's Water Engineer by memorandum dated March 7, 2024, is hereby accepted by the Town. The analysis accepted by the Town sets forth the projected water and sewer demands for the Project as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	67.32	3.37
Permanent Landscape Irrigation	23.12	19.65
Temporary Landscape Irrigation	4.59	3.90

Total	**95.03**	**26.92**

2. Water Rights Dedication and Credits.

a. Dedication. Developer has dedicated twelve (12) shares of the Consolidated Home Supply Ditch & Reservoir Company, represented by Certificate No. _____, to the Town. The water represented by Certificate No. _____ has been changed to include municipal use in the District Court, Water Division No. 1.

b. Temporary Use. Of the 95.03 acre-feet of raw water demand projected for the Project, 4.59 acre-feet will be used to re-vegetate 4.23 acres to native grasses. When the native grasses are established, Developer may permanently remove the irrigation system(s) used to establish the native grasses and provide written documentation to the Town of that removal. When the Town provides written notice to Developer that it has accepted that the temporary irrigation has permanently ceased, Developer may, with the Town's written consent, assign the 4.59 acre-feet to another project or development within the Town's boundaries. Said 4.59 acre-feet will thereafter be in addition to the 0.97 acre-feet of surplus credit listed in paragraph 3, below.

3. Surplus dedication credit. The dedication of the twelve (12) shares of the Consolidated Home Supply Ditch and Reservoir Company described in Paragraph 2, above, will provide to Developer raw water credits in excess of the water demand projected for the Project. As a result of said dedication, Developer will have a surplus dedication credit with the Town of 0.97 acre-feet. The credit is calculated as follows:

Dedication Credit:	96.00 acre-feet
LESS estimated demand:	95.03 acre-feet
Net current surplus credit:	**0.97 acre-feet**

Upon notice and written approval of the Town, said credit may be utilized to offset increased water demands, if any, which are not currently projected for the Project or may be used for other future development within the Town of Johnstown, subject to approval by the Town in subsequent agreement(s) in accordance with the requirements of the Ordinance.

4. Commitment to serve. Subject to the Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 67.32 acre-feet per year of water supply for in-building use together with the corresponding sewer service, 23.12 acre-feet for permanent irrigation, and 4.59 acre-feet for temporary irrigation, as described above, for the Project.

5. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Project at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage.

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer shall pay to the Town the sum of Twenty-Eight Thousand and Five Hundred dollars ($28,500.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 95.03 acre-feet per year of estimated water demand and estimated consumptive use of 26.92 acre-feet per year (190 SFE) for the Project. Pursuant to Paragraph 5, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication. Further, in accordance with the Ordinance, additional water court transfer fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the Parties in accordance with the Ordinance and this Agreement.

7. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email or the receiving party acknowledge receipt thereof. All notices shall be addressed as follows:

TO DEVELOPER:

COLA, LLC
Attention: Jim Leiferman and Joe Stifter
555 Middle Creek Parkway Ste. 500
Colorado Springs, CO 80921
Email: Jstifter@viewhomesinc.com
Jleiferman@viewhomesinc.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe
Hill & Robbins, P.C.
3401 Quebec St., Suite 3400

Denver, CO 80207
Email:peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after ninety (90) days, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This Agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

12. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

13. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

14. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

15. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

17. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

18. Recordation. This Agreement will be recorded by the Town at the Developer's expense in the office of the Clerk and Recorder of Weld County, Colorado, shall run with the Subject Property, will be binding upon the Parties hereto and the permitted successors and assigns of the Developer and will constitute notice of this Agreement to all persons or entities not parties hereto.

*IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

COLA, LLC

By: DocuSigned by: B442A11805B6438...

STATE OF Colorado)
) ss
COUNTY OF El Paso)

SUBSCRIBED AND SWORN to before me this 16 day of May, 2024, by Jim Leiferman as the Regional President of COLA, LLC.

Witness my hand and official seal.

Sandra Hazelton
Notary Public
555 Middle Creek Parkway Suite 500
Address Colorado Springs CO 80921
719-382-9433
Telephone

My Commission Expires: 10.17.2026

Sandra Hazelton
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20224040127
MY COMMISSION EXPIRES 10/17/2026

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Micheal Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A

LEGAL DESCRIPTION

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: The Ridge Filing No. 4 – Case No. SUB21-0004

ACTION PROPOSED: Public Hearing – Consideration of Final Subdivision Plat for The Ridge at Johnstown Filing No. 4

ATTACHMENTS:
1. Resolution No. 2024-26
2. Vicinity Map
3. The Ridge – Filing No. 4 Final Plat
4. Preliminary Plat – The Villages at Johnstown (2018)
5. Staff Presentation
6. Development Agreement – The Ridge Filing No. 4
7. WSSA – The Ridge Filing No. 4

ZONING: PUD – The Ridge Johnstown Design Guidelines

PRESENTED BY: Tyler Smith, Planner II
Jeremy Gleim, AICP, Planning & Development Director

AGENDA ITEM DESCRIPTION:
The Developer, J-25 Land Holdings, LLC, is requesting approval for a final subdivision within The Ridge at Johnstown PUD. The subdivision will result in five (5) buildable commercial lots, six (6) tracts for future development, and dedicated road right-of-way. The subdivision will also plat various utility easements throughout the site to service new lots (Attachment 3).

LOCATION:
The subject property is located on the south side of Freedom Parkway (CR 18), just east of Interstate 25 (I-25). The project site is approximately 130 acres in size, is relatively flat, and features prominent western views of the mountains. There is also high visibility into the site from I-25. Major vehicular access points are located along Freedom Parkway and the Frontage Road.

HISTORY:

The subject property was annexed into Johnstown as part of the R&D Development Annexations 1, 2, and 3. It was annexed into the Town by way of Ordinance No. 2001-648, which was recorded by Larimer County on June 4, 2002. Upon annexation, PUD zoning was established pursuant to Ordinance No. 2001-651. The PUD included a mix of uses, including PUD-MU (mixed-use), PUD-R (residential), and PUD-I (industrial). Comprehensive design guidelines for The Ridge were approved by the Town Council in March of 2024 via Resolution 2024-12.

ZONING & LAND USE:
The subject property is subject to PUD zoning and is regulated by The Ridge Johnstown Design Guidelines. Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property is split between two land use areas: High Density/Intensity on the west portion of the project, and Medium Density/Intensity on the eastern portion of the project.

ADJACENT ZONING & LAND USE	
NORTH	PUD – North Ridge PUD: Mixed Use Commercial
EAST	PUD – Ridge Filing No. 2: Single-Family Residential
SOUTH	PUD – South Ridge: Single-Family Residential (Under Review)
WEST	Interstate 25 and Unincorporated Larimer County

A portion of the project site is also located within an Activity Center area, as depicted on the Land Use Map. The Activity Center overlay is intended for higher density development that includes a diversity of shops and services and a vibrant public realm. Because Activity Centers are located primarily along I-25 at prominent interchanges, they are meant to support local and regional transportation networks, high-density residential development, employment, recreation, and a diversity of services. The land use balance within the Activity Center overlay should be 85-90% non-residential, with a maximum of 15% residential uses.

PROJECT DESCRIPTION & ANALYSIS:
The proposed subdivision is intended to create five (5) lots and dedicated road rights-of-way, as well as large tracts for future development. Eight (8) outlots will also be platted, which will provide open space and other infrastructure needed to serve platted lots. Right-of-way will also be platted and dedicated to the Town to provide access to new lots and the surrounding area.

Outlots A through H will serve as drainage, utility, and irrigation easements to service the five new commercial lots. Tract B is the larger central portion of the subdivision and is transected by the Big Hollow Gulch drainage easement; this tract will also provide a large portion of open space for the overall subdivision.

The five buildable commercial lots that would be created with the approval of this subdivision total approximately 29 acres, the largest of which comprises approximately 18 acres. The other four lots range from 2 – 3.4 acres in size. The lot labeled as Block 3 – Lot 1 measures 2.9 acres

and is being dedicated to Front Range Fire Rescue for their future development needs. There are no current plans for the other four lots at this time.

The primary function of this filing is to create the infrastructure and circulation network that will ultimately serve the project site. The five (5) buildable lots being created with this filing comprise less than a quarter of the overall project area, so there will be much activity on this site in years to come. The subject request is a prudent step in guiding successful future development.

PUBLIC NOTICE:
Notice for the Town Council hearing was published in the Johnstown Breeze, on Thursday, May 23, 2024. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

COMPREHENSIVE PLAN ALIGNMENT:
The 2021 Comprehensive Plan (Comp Plan) identifies this area as appropriate for both high and medium density and intensity development. The western portion of this land use area is planned to support a high percentage of commercial and non-residential uses that will take advantage of the proximity to Interstate 25. The eastern portion of this subdivision is planned to support a higher percentage of residential uses with some supporting non-residential uses.

Pursuant to the Comp Plan, the High Density/Intensity (HDI) areas are intended for a high percentage of non-residential uses, with some residential possibly integrated into larger development areas. HDI corridors and nodes will accommodate and experience larger volumes of traffic and be located along busy arterials and highways, especially at interchanges and intersections. These areas are intended to provide high-quality, high-visibility locations for retail, office, and employment activities, with some light industrial uses that can appropriately mitigate impacts and contribute to the employment base.

The Medium Density/Intensity (MDI) areas are intended for a more balanced, and wider-ranging mix of land uses. MDI areas may also occur along arterials and other major corridors and may serve as the next layer away from the High Density/Intensity areas they may neighbor, as a transition to lower density neighborhoods. MDI's will offer complete neighborhoods with a diversity of shops and services, including schools and civic facilities, within walking or biking distance from residential areas; and offer good walking connections along with larger-scale multi-modal trails.

The Ridge Johnstown Design Guidelines have been established in alignment with the concepts highlighted above, wherein land use intensities dissipate across the project site from west to east. Staff finds that this project aligns with the adopted Comprehensive Plan and will help create the framework for future development that aligns with the goals and policies listed therein.

PLANNING COMMISSION SUMMARY:
The Planning & Zoning Commission reviewed this project at their regular meeting on April 24, 2024. Chair Grentz opened the public hearing and Staff presented the project to the Commission. No members of the public spoke for or against the project. The public hearing was closed. After deliberation, the project received a recommendation of approval via unanimous vote of the Commission.

WATER & SERVICE SEWER AGREEMENT
A Water & Sewer Service Agreement (WSSA) has been submitted in conjunction with the subdivision plat for this project. The WSSA requires a separate action from Filing No. 4 and may only be considered if the filing is approved. The details of the WSSA are described below.

Filing No. 4
The Developer has agreed to dedicate water in the amount of 11.12 acre-feet to the Town to satisfy the demands of Filing No. 4.

DEVELOPMENT AGREEMENT
A Development Agreement (DA) has been submitted in conjunction with the subdivision plat for Filing No. 4. The DA requires a separate action from the filing and may only be considered if the filing is approved. The subdivision includes substantial public improvements, which have been detailed in civil engineering plans and reports for this Development. The DA memorializes development expectations and requirements. The proposed agreement is based upon the Town's standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans. Exhibit B-3 details additional substantive obligations of the Developer. (See Attachment #6)

STRATEGIC PLAN ALIGNMENT:
- Healthy & Resilient Economy
    - *Drive projects and initiatives that promote Johnstown as a premier destination for business*
    - *Support the local labor market and work with partners to grow diverse employment opportunities*
- Natural & Built Environment
    - *Expect and encourage community centered design*
- Quality Infrastructure & Facilities
    - *Ensure future viability of infrastructure and facilities*

FINDINGS
1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the approved Preliminary Plat, Town's codes, regulations, and requirements.

3. The proposed subdivision will meet the needs of the community by creating new lots for commercial development which is intended to expand the community services for its residents, businesses, and visitors alike.
4. The proposed subdivision is compatible with adjacent development and surrounding land uses and will not detract from existing land uses. Additionally, the continued expansion of a regionally significant mixed-use development creates a comprehensive and full-service built environment that increasingly supports the community.

LEGAL ADVICE:

The Town Attorney and/or the Town's Water Attorney drafted the legal documents associated with the requests presented.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: THE RIDGE FILING NO. 4
Staff recommends that the Town Council approve Resolution 2024-26, to approve the final subdivision plat for The Ridge Filing No. 4

SUGGESTED MOTIONS:

For Approval: I Move to Approve Resolution 2024-26, Approving The Ridge Filing No. 4

For Denial: I Move to Deny Resolution 2024-26

RECOMMENDED ACTION: DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR THE RIDGE FILING NO. 4
Staff recommends that the Town Council approve the Development and Improvement Agreement for The Ridge Filing No. 4

SUGGESTED MOTIONS:

For Approval: I Move to Approve the Development and Improvement Agreement for The Ridge Filing No. 4

For Denial: I Move to Deny the Development and Improvement Agreement for The Ridge Filing No. 4

RECOMMENDED ACTION: WATER AND SEWER SERVICE AGREEMENT FOR THE RIDGE FILING NO. 4

Staff recommends that the Town Council approve the Water and Sewer Service Agreement for The Ridge Filing No. 4

SUGGESTED MOTIONS:

For Approval: I Move to Approve the Water and Sewer Service Agreement for The Ridge Filing No. 4

For Denial: I Move to Deny the Water and Sewer Service Agreement for The Ridge Filing No. 4

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2024 -26

APPROVING THE FINAL PLAT AND THE FINAL DEVELOPMENT PLAN FOR THE RIDGE JOHNSTOWN, FILING NO. 4, LOCATED IN THE NORTHWEST QUARTER OF SECTION 26 AND NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 122.0553 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, J-25 Land Holdings, LLC, a Delaware limited liability company, the property owner ("Owner"), submitted an application to the Town of Johnstown ("Town") for approval of a Final Plat and Final Development Plan for The Ridge Johnstown, Filing No. 4, located in the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 122.0553 acres; and

WHEREAS, on June 3, 2024, by Resolution No. 2024-26, the Town Council approved the Preliminary Plat for the Ridge Johnstown, Filing No. 4; and

WHEREAS, on June 3, 2024, the Town Council held a public hearing concerning approval of the Final Plat and Final Development Plan for The Ridge Johnstown, Filing No. 4 and, after reviewing the file and conducting such hearing, found that the Final Plat and Final Development Plan are substantially consistent with the Preliminary Plat and the Preliminary Development Plan and the Town's Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town's regulations; and

WHEREAS, based on the foregoing, Town Council desires to approve the Final Plat and Final Development Plan for The Ridge Johnstown, Filing No. 4, with conditions.

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

Section 1. Final Plat Approval: The Final Plat for The Ridge Johnstown, Filing No. 4, located in the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, Township 5 North, Range 68 West of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 122.0553, attached hereto as Exhibit A, is hereby approved.

Section 2. Final Development Plan Approval: The Final Development Plan for The Ridge Johnstown, Filing No. 4, attached hereto as Exhibit B, is hereby approved.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for The Ridge Johnstown, Filing No. 4, and record the Final Plat as provided herein at the Office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of June, 2024.

ATTEST: **TOWN OF JOHNSTOWN, COLORADO**

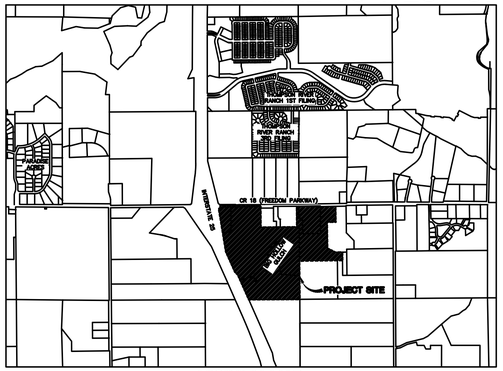
By:_____ By:_____
Hannah Hill, Town Clerk Michael P. Duncan, Mayor

Vicinity Map

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 26 AND NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
NOT TO SCALE

DESCRIPTION OF LAND USE			SIZE (AC.)	PERCENTAGE (%) TOTAL	O & M RESPONSIBILITY
LOTS 1 - 1	BLOCK 1	FUTURE DEVELOPMENT	2.00	1.64%	OWNER
LOTS 1 - 1	BLOCK 2	FUTURE DEVELOPMENT	3.41	2.80%	OWNER
LOTS 1 - 1	BLOCK 3	FUTURE DEVELOPMENT	2.88	2.36%	FRONT RANGE FIRE RESCUE
LOTS 1 - 1	BLOCK 4	FUTURE DEVELOPMENT	2.46	2.02%	OWNER
LOTS 2 - 2	BLOCK 4	FUTURE DEVELOPMENT	18.29	14.98%	OWNER
TRACT A - FUTURE DEVELOPMENT			11.43	9.36%	OWNER
TRACT B - FUTURE DEVELOPMENT			5.96	4.88%	OWNER
TRACT C - FUTURE DEVELOPMENT			26.57	21.77%	OWNER
TRACT D - FUTURE DEVELOPMENT			14.57	11.94%	OWNER
TRACT E			0.25	0.21%	OWNER
TRACT F - FUTURE DEVELOPMENT			6.69	5.48%	OWNER
OUTLOT A - OPEN SPACE, A.E., U.E., D.E. & I.E.			2.00	1.64%	METRO DISTRICT
OUTLOT B - OPEN SPACE, A.E., U.E., D.E. & I.E.			0.60	0.49%	METRO DISTRICT
OUTLOT C - OPEN SPACE, A.E., U.E., D.E. & I.E.			1.35	1.10%	METRO DISTRICT
OUTLOT D - OPEN SPACE, A.E., U.E., D.E. & I.E.			1.55	1.27%	METRO DISTRICT
OUTLOT E - OPEN SPACE, A.E., U.E., D.E. & I.E.			1.09	0.89%	METRO DISTRICT
OUTLOT F - OPEN SPACE, A.E., U.E., D.E. & I.E.			11.95	9.79%	METRO DISTRICT
OUTLOT G - OPEN SPACE, A.E., U.E., D.E. & I.E.			0.98	0.81%	METRO DISTRICT
OUTLOT H - OPEN SPACE, A.E., U.E., D.E. & I.E.			0.39	0.32%	METRO DISTRICT
RIGHT-OF-WAY			7.64	6.26%	TOWN OF JOHNSTOWN
TOTAL LOTS	**5**		**122.06**	**100.00%**	

TOTAL LOTS 5 **TOTAL TRACTS** 6 **TOTAL OUTLOTS** 8

OWNER:
J-25 LAND HOLDINGS, LLC
8901 E MOUNTAIN VIEW RD., SUITE #150
SCOTTSDALE, AZ 85258
(480) 295-7600

ENGINEERING:
TST, INC. CONSULTING ENGINEERS
748 WHALERS WAY, SUITE #200
FORT COLLINS, CO 80525
(970) 226-0557

SURVEYING:
MAJESTIC SURVEYING, LLC
1111 DIAMOND VALLEY DR., SUITE #104
WINDSOR, CO 80550
(970) 883-5698

BASIS OF BEARING STATEMENT

CONSIDERING THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE IS ASSUMED TO BEAR N 89°28'22" W A DISTANCE OF 2645.21 FEET BETWEEN THE NORTHEAST CORNER OF SECTION 27, MONUMENTED WITH AN ILLEGIBLE 2-1/2" ALUMINUM CAP IN RANGE BOX AND THE NORTH QUARTER CORNER OF SECTION 27, MONUMENTED NO. 6 REBAR WITH AN ILLEGIBLE 2-1/2" ALUMINUM CAP IN A RANGE BOX, AND CONSIDERING ALL OTHER BEARINGS RELATIVE THERETO.

NOTICE OF OTHER DOCUMENTS

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE PLANNING AND DEVELOPMENT DIRECTOR OF THE TOWN OF JOHNSTOWN AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

SURVEYOR CERTIFICATE:

I CERTIFY THAT THIS PLAT ACCURATELY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION.

DATED THIS_____DAY OF_____, 20__.

_____
STEVEN PARKS
PROFESSIONAL LAND SURVEYOR
COLORADO LICENSE NO. 38348

DEDICATION & ACKNOWLEDGEMENT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF JOHNSTOWN, OF THE LAND DESCRIBED HEREIN, HAVE CAUSED SUCH LAND TO BE SURVEYED AND SUBDIVIDED INTO LOTS, OUTLOTS, TRACTS, AND STREETS AND TO THE EXTENT APPLICABLE DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN FOREVER ALL STREETS, ALLEYS, AND UTILITY EASEMENTS, IF ANY, AS INDICATED HEREON UNDER THE NAME OF THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4, SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY NOW OF RECORD OR EXISTING OR INDICATED ON THIS PLAT. IN COMPLIANCE WITH THE TOWN OF JOHNSTOWN SUBDIVISION REGULATIONS AND BY CONTRACTUAL AGREEMENT, THE LANDOWNERS SHALL BEAR ALL EXPENSES INVOLVED IN IMPROVEMENTS.

OWNER: J-25 LAND HOLDINGS, LLC

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE____DAY OF _____, 20__.

_____
NAME TITLE SIGNATURE

NOTARIAL CERTIFICATE

STATE OF _____)

COUNTY OF _____)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____,

THIS_____DAY OF_____, 20__.

MY COMMISSION EXPIRES_____ NOTARY PUBLIC_____

OWNER: FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS

THE____DAY OF _____, 20__.

_____
NAME TITLE SIGNATURE

NOTARIAL CERTIFICATE

STATE OF _____)

COUNTY OF _____)ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____,

THIS_____DAY OF_____, 20__.

MY COMMISSION EXPIRES_____ NOTARY PUBLIC_____

LEGAL DESCRIPTION

A REPLAT OF TRACTS OF LAND IN THE TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO; SITUATE IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS A, B, C, AND D, THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3, AS SHOWN ON THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE LARIMER COUNTY CLERK AND RECORDER, ON THE 13TH DAY OF OCTOBER, 2023 AT RECEPTION NO. 20230044233.

SAID PARCELS CONTAIN 5,316,731.0339 SQUARE FEET OR 122.0553 ACRES AND IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, AND RESTRICTIONS NOW OR IN USE OR OF RECORD.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON THE FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20__.

BY:_____ ATTEST:_____
MAYOR – TROY D. MELLON TOWN CLERK

CERTIFICATION OF TITLE:

I/ WE HERITAGE TITLE COMPANY DO HEREBY CERTIFY THAT I/WE HAVE EXAMINED THE TITLE OF ALL LAND PLATTED HEREON AND THAT TITLE TO SUCH LAND IS IN THE DEDICATOR(S) FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

1. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, A LIEN, NOT YET DUE AND PAYABLE

_____.
COMPANY NAME

_____ _____.
SIGNATURE DATE

_____
NAME OF AUTHORIZED OFFICIAL

NOTES:

1. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED 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 CERTIFICATION SHOWN HEREON. C.R.S. 13-80-105(3)(A)
2. THE WORD "CERTIFY" OR "CERTIFICATION" AS SHOWN AND USED IN THE SURVEYOR'S CERTIFICATE IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTY, EXPRESS OR IMPLIED.
3. FOR ALL INFORMATION REGARDING TITLE, EASEMENTS, RIGHTS-OF-WAY OF RECORD, AND TERMS OR CONDITIONS AFFECTING THIS PROPERTY, TST, INC. CONSULTING ENGINEERS, AND THE SURVEYOR OF RECORD RELIED UPON TITLE COMMITMENT NO. 459-HS0823310-414, AMENDMENT NO. 2 PREPARED BY HERITAGE TITLE COMPANY, INC. EFFECTIVE FEBRUARY 23, 2024 AT 8:00 AM. THIS DOES NOT CONSTITUTE A TITLE SEARCH BY TST, INC. OR THE SURVEYOR OF RECORD.
4. PER THE FEMA FLOOD INSURANCE RATE MAPS (FIRM), MAP NO. 08069C1215F, HAVING A MAP REVISED DATE OF DECEMBER 19, 2006, AND 08069C1213G, HAVING A MAP REVISED DATE OF JANUARY, 15, 2021, INDICATE THE SUBJECT PROPERTY TO BE DESIGNATED AS ZONE X (OUTSIDE 0.2% CHANCE OF FLOOD). THIS SURVEY MAKES THIS STATEMENT BY GRAPHIC PLOTTING ONLY, THE SURVEYOR RECOMMENDS A FLOOD STUDY IF MORE INFORMATION IS REQUIRED.
5. PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS SURVEY ARE U.S. SURVEY FEET. ONE METER EQUALS EXACTLY 39.37/12 U.S. SURVEY FEET ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
6. OUTLOTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED AS A BLANKET ACCESS, UTILITY, IRRIGATION AND DRAINAGE EASEMENTS. ALL LOCATIONS OF FUTURE UTILITY INFRASTRUCTURE MUST BE APPROVED BY OWNER PRIOR TO INSTALLATION.
7. ACCESS EASEMENTS IN OUTLOTS A, B, C, D, E, F, G, AND H ARE HEREBY DEDICATED TO THE TOWN OF JOHNSTOWN, THE VILLAGES AT JOHNSTOWN METRO DISTRICTS, AND EMERGENCY VEHICLES.
8. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
9. GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.
10. UTILITY EASEMENTS TO BE VACATED BY SEPARATE DOC AFTER PROPOSED CONSTRUCTION COMPLETION AND ACCEPTANCE BY THE TOWN OF JOHNSTOWN AND THE OWNER.
11. THE EXISTING BIG HOLLOW GULCH DRAINAGE EASEMENT IS HEREBY VACATED, AND IS BEING REPLACED BY THE DEDICATION OF OUTLOTS A, D AND F AS UTILITY ACCESS, DRAINAGE AND IRRIGATION EASEMENTS AND BY PORTIONS OF STREETS RIGHTS-OF-WAY THAT ARE BEING DEDICATED HEREIN.

REVISIONS

BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat Cover

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT COVER

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE N/A
DATE MAY 14, 2024
SHEET 1 of 11

5/14/2024 11:08 AM

NORTH QUARTER CORNER SECTION 27, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, ILLEGIBLE IN RANGE BOX

BASIS OF BEARING N89°28'22"W 2645.21'

NORTHEAST CORNER SECTION 27, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, ILLEGIBLE IN RANGE BOX

N47°09'47"E 124.01'
N85°31'12"E 317.63'
S39°34'00"E 61.76'
S75°42'56"E 42.34'
S89°28'22"E 194.06'
S89°28'26"E 59.89'
CR 18 (FREEDOM PARKWAY)
N89°52'50"E 1023.41'
N86°30'13"E 318.75'
N69°19'02"E 237.57'
N03°01'06"E 222.40'
S00°43'16"W 391.04'
N04°43'46"W 344.17'
S05°33'39"E 102.44'
N00°08'58"E 469.53'
INTERSTATE 25 FRONTAGE ROAD (RIGHT OF WAY VARIES)
S00°24'20"W 537.40'
STEVEN AND EDELWINA LESCHINSKY REC. NO. 2001089567 NOT A PART
RICKY AND NANCY PICKARD REC. NO. 2014035875 NOT A PART
RTC REAL ESTATE HOLDINGS LLC REC. NO. 2014056703 NOT A PART
N00°00'24"W 550.13'
S89°36'10"E 1012.07'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
FOUND NO. 5 REBAR WITH PURPLE PLASTIC CAP STAMPED "LS 37067"
TRACT E
OUTLOT A
OUTLOT B
BIG HOLLOW GULCH
S00°05'58"E 423.47'
WEST 1/16 CORNER COMMON TO SECTION 26 AND 23, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, STAMPED "11989" IN MONUMENT BOX
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"
S89°54'09"W 243.32'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"
TRACT C
S00°07'47"E 732.92'
6766 PARTNERS LLC REC. NO. 20110070876 NOT A PART

BLOCK 1
LOT 1

BLOCK 2
LOT 1

BLOCK 3
LOT 1

INTERSTATE 25 RIGHT OF WAY NOT A PART

Δ=40°24'53"
R=643.06'
L=453.60'
CH=444.25'
S25°57'11"W

TRACT A

Δ=39°34'41"
R=551.06'
L=380.65'
CH=373.13'
N19°56'18"E

TRACT B

OUTLOT C
OUTLOT D
BIG HOLLOW GULCH

ELSIE AVE

JENNIE DR
JENNIE CT

Δ=8°43'04"
R=4475.00'
L=680.89'
CH=680.23'
N09°05'18"W

Δ=40°03'35"
R=611.31'
L=427.41'
CH=418.76'
S26°46'54"W

S46°09'36"W 123.32'
N39°43'39"E 381.72'
FRONTAGE RD

(NOT A PART)
PART OF PARCEL NO. 20180039360 NO. RW-2 DEPARTMENT OF TRANSPORTATION PROJECT NO. IM 0253-255 REC. NO. 20180039360

OUTLOT E
OUTLOT G
BIG HOLLOW GULCH

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"
S62°08'02"E 244.73'
N89°53'44"E 200.92'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
S00°08'56"W 230.80'

TRACT D

Δ=52°00'58"
R=593.92'
L=539.19'
CH=520.86'
N13°43'09"E

OUTLOT F

S89°59'36"W 1238.86'
BADE DR

STEWART J AND TAMMY K LIGHTFOOT REC. NO. 2017006507 NOT A PART

N23°23'12"W 75.79'
INTERSTATE 25 RIGHT OF WAY NOT A PART
S23°23'12"E 293.79'
N23°23'12"W 82.61'

FOUND CDOT ROW MARKER, MONUMENT DAMAGED, LEANING TO NORTHEAST
N44°41'20"W 107.73'
FOUND CDOT ROW MARKER, FOUND 3.25" BRASS ENCASED IN CONCRETE

BIG HOLLOW GULCH

BLOCK 4
LOT 2

S00°00'24"E 730.07'

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 3 BLOCK 1 LOT 1 REC. NO. 20230044233 NOT A PART

BEARBERRY LANE

N23°25'56"W 658.84'

OUTLOT H

BLOCK 4
LOT 1

Δ=23°25'32"
R=515.00'
L=210.56'
CH=209.10'
S78°16'50"W

Δ=90°00'00"
R=13.00'
L=20.42'
CH=18.38'
S44°59'36"W

S89°59'36"W 812.57'

CALIBER PKWY

S66°34'04"W 446.12'
N66°34'04"E 446.12'

N89°59'36"E 812.57'

Δ=90°00'00"
R=13.00'
L=20.42'
CH=18.38'
S45°00'24"E

TRACT F

WEST QUARTER CORNER SECTION 26, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, STAMPED "LS 12374, 1998"

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 2 REC. NO. 20210007782 NOT A PART

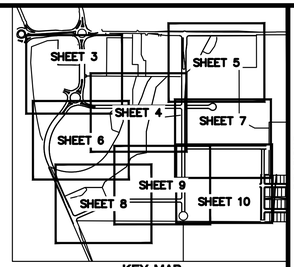
N23°25'56"W 80.00'
N23°25'56"W 29.55'
INTERSTATE 25 RIGHT OF WAY NOT A PART
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
EAST CENTER 1/16 CORNER SECTION 27, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, STAMPED "PLS 32444, 2002"

N89°38'50"W 1396.14'
S00°00'24"E 236.08'
N89°38'50"W 40.00'

Δ=23°25'32"
R=435.00'
L=177.85'
CH=176.62'
N78°16'50"E

BUCKLEY D AND BRENT W GRAYBILL REC. NO. 2019003417 NOT A PART

SOUTHRIDGE HOLDCO LLC NOT A PART



KEY MAP
N.T.S.

LEGEND

- RECOVERED ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- I.E. IRRIGATION EASEMENT
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- EXISTING EASEMENT TO BE VACATED
- PLAT BOUNDARY

N

200 0 200 400
scale 1"=200' feet

REVISIONS

DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat Cover

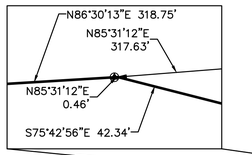
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

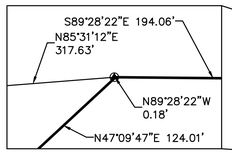
PLAT OVERALL

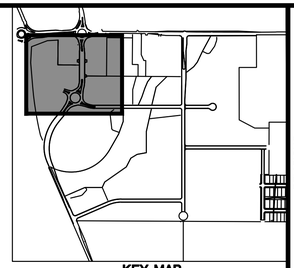
TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 200'
DATE MAY 14, 2024
SHEET 2 of 11

5/14/2024 11:08 AM







CR 18 (FREEDOM PARKWAY)
(RIGHT OF WAY VARIES)

N85°31'12"E 317.63'
S89°28'22"E 194.24'
194.06'
S89°28'22"E 0.18'
N75°42'56"W 42.34'
N39°34'00"W 61.76'
N85°31'12"E 0.46'
S86°30'13"W 318.75'
149.66'
169.09'
N69°19'02"E 237.57'
29.68'
N47°09'47"E 124.01'
N47°09'47"E 34.18'
EX. 125' ROW (75' FROM SECTION LINE TO SOUTH ROW)

N03°01'06"E 222.40'
N03°01'41"E 232.39'
NON-EXCLUSIVE PERMANENT CDOT EASEMENT REC. NO. 20180039358

S00°42'56"W 346.45'
S00°43'16"W 255.48'
301.86'
N00°43'16"E 391.04'

BLOCK 1
LOT 1
87,195SF
2.00ACRES
FUTURE DEVELOPMENT

N90°00'00"W 33.37'
13' U.E.
S00°00'00"E 20.00'
20' U.E.
N90°00'00"E 33.12'
S89°17'04"E 250.16'
180.16'
40.00'
30.00'
N00°42'56"E 21.62'
89.18'

INTERSTATE 25 FRONTAGE ROAD
(RIGHT OF WAY VARIES)
N00°08'58"E 671.86'

25' NON-EXCLUSIVE CDOT UTILITY EASEMENT REC. NO. 20180039359

BLOCK 2
LOT 1
148,621SF
3.41ACRES
FUTURE DEVELOPMENT

N00°08'58"E
N00°08'58"E 469.53'
452.90'
N00°24'20"E 537.47'
S00°24'20"W 537.40'
STEVEN AND EDELWINA LESCHINSKY
REC. NO. 2001089567
NOT A PART

30.0' LITTLE THOMPSON WATER GRANT OF EASEMENT REC. NO. 20190028402 AND 20190028404

N04°43'46"W 344.17'
N04°43'26"W 449.04'

TRACT A
497,751 SF
11.43ACRES
FUTURE DEVELOPMENT

N00°42'56"E 304.65'
N00°42'56"E 304.65'
N05°33'39"W 102.44'
40' PUBLIC ACCESS EASEMENT
S59°35'55"E 61.99'
N30°24'05"E 87.34'
N60°56'20"E 89.86'
C3
C4
C53
C59
C68
C29
C66
C58
C54
C67
C65
C2

FRONTAGE RD

NON-EXCLUSIVE CDOT UTILITY EASEMENT WIDTH VARIES REC. NO. 20180039359

20.0' LITTLE THOMPSON WATER GRANT OF EASEMENT REC. NO. 20190028402 AND 20190028404

S89°35'40"E 20.00'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
S89°36'10"E 282.37'
234.37'
N00°24'20"E 53.80'
28.00'
N89°36'10"W 467.14'
S89°36'10"E 282.29'
20' D.E.
S00°24'20"W 33.80'
N00°24'20"E 557.40'
S00°08'58"W 67.86'
S14°41'07"W 41.79'

(NOT A PART)
PART OF PARCEL NO. 20180039360 NO. RW-2 DEPARTMENT OF TRANSPORTATION PROJECT NO. IM 0253-255 REC. NO. 2018039360 (CDOT ROW)

TRACT B
259,675 SF
5.96ACRES
FUTURE DEVELOPMENT

SEE SHEET 4

N54°26'20"W 22.47'
C29
S35°33'40"W 20.00'
20' U.E.
S54°26'20"E 24.27'
N30°24'05"E 72.72'
55.00'
ADDITIONAL TOWN OF JOHNSTOWN ROW (WIDTH VARIES)
N30°24'05"E 46.29'
N59°35'55"W 29.11'
13' U.E.
N59°35'55"W 403.56'
196.89'
12.28'
N09°56'18"W
110.31'
120.36'
206.67'
108.43'
LIMITS OF ADDITIONAL TOWN OF JOHNSTOWN ROW

113.02'
S02°52'06"W
S31°57'48"E
63.72'
S76°10'30"E
119.54'
13' U.E.
N89°59'36"E 526.11'

INTERSTATE 25 RIGHT OF WAY
NOT A PART
Δ=1°41'11"
R=4475.00'
L=131.72'
CH=131.71'
N05°34'22"W
N40°16'39"E 35.43'

JENNIE DR

SEE SHEET 6

LEGEND

⊕	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
◬	FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
———	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
———	EXISTING LOT LINE
— — —	EXISTING RIGHT-OF-WAY
— - —	EXISTING SECTION LINE
- - - -	EXISTING EASEMENT
- - - -	EXISTING EASEMENT TO BE VACATED
———	PLAT BOUNDARY

N

50 0 50 100
scale 1"=50' feet

REVISIONS		
DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

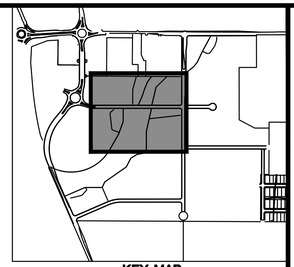
TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 3 of 11

5/14/2024 11:08 AM

SEE SHEET 3

S89°35'40"E 20.00'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
S89°36'10"E 282.37'
234.37'
28.00'
N00°24'20"E 53.80'
S89°36'10"E 282.29'
S00°24'20"W 33.80'
N00°24'20"E 557.40'
20.0' LITTLE THOMPSON WATER DITCH EASEMENT PER REC. NO. 2019002842 AND REC. NO. 2019002840
20' D.E.
416.45'
S89°36'08"E 422.48'
N89°36'08"W 439.40'
STEVEN AND EDELWINA LESCHINSKY REC. NO. 2001089567 NOT A PART
RICKY AND NANCY PICKARD REC. NO. 20140025875 NOT A PART
RTC REAL ESTATE HOLDINGS LLC REC. NO. 20140056703 NOT A PART
S89°36'10"E 1012.07'
213.81'
24.78'
20.02'
S72°02'13"E 16.38'
N72°02'13"W 14.24'
148.24'
N15°14'55"E 193.04'
N37°12'33"E 94.35'
N22°46'58"E 89.32'
N19°01'06"E 130.69'
N24°06'27"E 104.02'
N00°00'24"W 200.46'
FOUND NO. 5 REBAR WITH PURPLE PLASTIC CAP STAMPED "LS 37067"
S89°36'10"E 1012.07'
214.73'
4.24'
167.08'
TRACT E
11,005 SF
0.25ACRES
S89°36'10"E 20.01'
N45°40'34"E 212.88'
68.40'
N07°33'35"W
74.17'
N88°03'42"W 27.96'
S72°43'30"W 16.02'
S89°59'36"W 116.69'
N89°59'36"E 113.65'
13' U.E.
N72°43'30"E 12.51'
C31
C32
C33
C34
140.24'
S17°54'29"E 29.46'
N88°48'54"E 58.30'
S00°36'23"W 12.76'
D.E. (WIDTH VARIES)
83.24'
20.00'
ELSIE AVE
N00°00'24"W 1559.62'
1032.06'
369.36'
266.11'
BIG HOLLOW GULCH
TRACT B
259,675 SF
5.96ACRES
FUTURE DEVELOPMENT
OUTLOT C
58,730 SF
1.35ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
OUTLOT D
67,506 SF
1.55ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
BLOCK 3
LOT 1
125,358SF
2.88ACRES
FUTURE DEVELOPMENT
N13°29'33"E 241.63'
N03°14'30"E 300.01'
GRADING ESMT. WIDTH VARIES REC# 2023044233 TO BE VACATED WITH THIS PLAT
REC.00' JOHNSTOWN SUBDIVISION ACCESS ROAD RETURNAROUND EASEMENT REC# 2023044233 TO BE VACATED WITH THIS PLAT
N00°00'24"W 43.37'
C25
C10
13' U.E.
N89°59'36"E 526.11'
83.96'
186.64'
382.80'
N89°59'36"E 1178.87'
JENNIE DR
S89°59'36"W 1665.87'
1254.99'
80' ROW
S89°59'36"W 1193.10'
274.63'
132.29'
391.18'
395.00'
S52°20'50"W 44.88'
C15
C22
C8
OUTLOT G
42,819 SF
0.98ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
S12°36'34"W 129.69'
66.54'
65.10'
N83°39'24"E 439.01'
OUTLOT E
47,309 SF
1.09ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
S06°35'37"E 202.75'
C16
S70°00'00"E 93.73'
23.54'
N20°00'00"E 185.76'
162.22'
S00°00'00"E 165.34'
OUTLOT F
520,696 SF
11.95ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
BIG HOLLOW GULCH
EX. 50' U.E. REC# 2023004233 TO BE VACATED BY SEPARATE DOC
S17°58'16"W 344.41'
S17°58'16"W 350.12'
S12°36'34"W 180.92'
S00°00'24"E 297.65'
S05°47'30"E 344.94'
S05°47'30"E 365.42'
TRACT D
634,732 SF
14.57ACRES
FUTURE DEVELOPMENT
S29°46'53"W 271.08'
BLOCK 4
LOT 2
796,665SF
18.29ACRES
FUTURE DEVELOPMENT
ELSIE AVE
80' ROW
N00°00'24"W 474.56'
N00°00'24"W 461.56'
N00°00'24"W 1559.62'
5275.59'
443.01'
409.46'
13' U.E.
50' JOHNSTOWN A.E., U.E., AND D.E. REC# 2023044233 TO BE VACATED WITH THIS PLAT
C5
93.00'
N89°59'36"E 1238.86'
35.00'
N00°00'24"W 730.07'
30.00'
N89°59'36"E 300.18'
30' A.E. U.E. D.E.
N55°17'41"E 227.15'
N89°59'36"E 290.81'
SEE SHEET 5
SEE SHEET 6
SEE SHEET 7
SEE SHEET 9



KEY MAP
N.T.S.

LEGEND

⊕	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
◉	FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
———	PROPOSED LOT LINE
- - - -	PROPOSED EASEMENT
———	EXISTING LOT LINE
———	EXISTING RIGHT-OF-WAY
———	EXISTING SECTION LINE
———	EXISTING EASEMENT
———	EXISTING EASEMENT TO BE VACATED
———	PLAT BOUNDARY

50 0 50 100
scale 1"=50' feet

REVISIONS
DESCRIPTION
DATE
BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

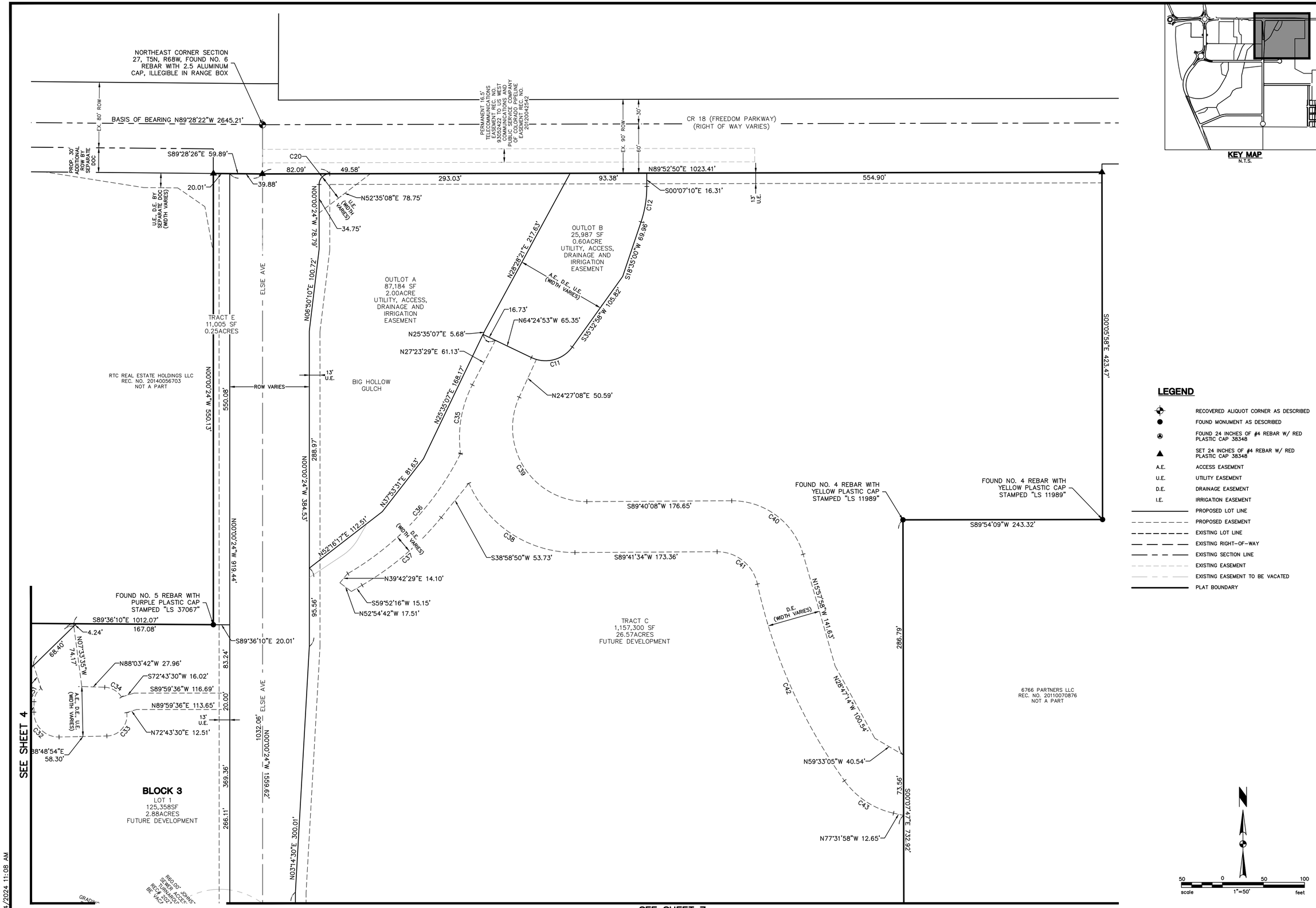
THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 4 of 11

5/14/2024 11:08 AM



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SHEET 5 of 11

5/14/2024 11:08 AM

854

SEE SHEET 3

TRACT A
497,751 SF
11.43ACRES
FUTURE DEVELOPMENT

ADDITIONAL TOWN OF JOHNSTOWN ROW (WIDTH VARIES)

LIMITS OF ADDITIONAL TOWN OF JOHNSTOWN ROW

JENNIE DR

80' ROW

13' U.E.

INTERSTATE 25 FRONTAGE ROAD (RIGHT OF WAY VARIES)

FRONTAGE RD

25' NON-EXCLUSIVE CDOT UTILITY EASEMENT REC. NO. 20180039359

NON-EXCLUSIVE CDOT UTILITY EASEMENT WIDTH VARIES REC. NO. 20180039359

(NOT A PART)
PART OF PARCEL NO. 20180039360 NO. RW-2
DEPARTMENT OF TRANSPORTATION PROJECT NO. IM 0253-255 REC. NO. 20180039360

OUTLOT E
47,309 SF
1.09ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT

TRACT D
634,732 SF
14.57ACRES
FUTURE DEVELOPMENT

OUTLOT F
520,696 SF
11.95ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT

BIG HOLLOW GULCH

OUTLOT F
520,696 SF
11.95ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT

BIG HOLLOW GULCH

BLOCK 4
LOT 2
796,665SF
18.29ACRES
FUTURE DEVELOPMENT

INTERSTATE 25 RIGHT OF WAY NOT A PART

FOUND CDOT ROW MARKER, MONUMENT DAMAGED, LEANING TO NORTHEAST

FOUND CDOT ROW MARKER, FOUND 3.25" BRASS ENCASED IN CONCRETE

15' UTILITY EASEMENT REC. NO. 20210000278

SEE SHEET 4

SEE SHEET 9

SEE SHEET 8

KEY MAP
N.T.S.

LEGEND

⊕	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
◉	FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
———	PROPOSED LOT LINE
- - - - - -	PROPOSED EASEMENT
———	EXISTING LOT LINE
— — — —	EXISTING RIGHT-OF-WAY
— - — - —	EXISTING SECTION LINE
- - - - - -	EXISTING EASEMENT
- - - - - -	EXISTING EASEMENT TO BE VACATED
———	PLAT BOUNDARY

REVISIONS

DESCRIPTION	DATE	BY

DRAWN: JSL
CHECKED: JFS
DESIGNED: JSL
FILENAME: 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 6 of 11

50 0 50 100
scale 1"=50' feet

5/14/2024 11:08 AM

SEE SHEET 5

SEE SHEET 4

N00°00'24"W 43.37'

C10 C9 C8 C7 C6 C25 C22

S89°59'36"W 288.48'

13' U.E.

R60.00' JOHNSTOWN SEWER ACCESS ROAD TURNAROUND ESMT REC# 20230044233 TO BE VACATED WITH THIS PLAT

JENNIE CT

410.88'

80' ROW

N89°59'36"E 288.48'

8.86'

S78°47'50"E 38.52'

20'

17'

S11°12'10"W 20.00'

N78°47'50"W 34.55'

66.54'

65.10'

GRADING ESMT WIDTH VARIES REC# 20230044233 TO BE VACATED WITH THIS PLAT

ELSIE AVE

13' U.E.

80' ROW

N00°00'24"W 527.56'

N00°00'24"W 461.56'

432.30'

443.01'

409.46'

N00°00'24"W 474.56'

N00°00'24"W 1559.62'

13' U.E.

50' JOHNSTOWN A.E., U.E., AND D.E. REC# 20230044233 TO BE VACATED WITH THIS PLAT

C5

93.00'

1145.86'

S89°59'36"W 1238.86'

372.57'

S00°07'47"E 1329.92'

6766 PARTNERS LLC
REC. NO. 20110070876
NOT A PART

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"

TRACT C
1,157,300 SF
26.57ACRES
FUTURE DEVELOPMENT

S62°08'02"E 244.73'

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"

N89°53'44"E 200.92'

FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 11989"

S00°08'56"W 230.80'

GRADING ESMT WIDTH VARIES REC# 20230044233 TO BE VACATED WITH THIS PLAT

GRADING ESMT WIDTH VARIES REC# 20230044233 TO BE VACATED WITH THIS PLAT

13' U.E.

35.00'

30.00'

30' A.E., D.E., U.E.

BADE DR

EX. 80' ROW REC# 20230044233 NOT A PART

BADE DR

NOT A PART EX. 13' U.E. REC# 20230044233

NOT A PART EX. 13' U.E. REC# 20230044233

NOT A PART EX. 13' U.E. REC# 20230044233

NOT A PART EX. 60' ROW REC# 20230044233

NOT A PART EX. 13' U.E. REC# 20230044233

N00°00'24"W 730.07'

ELSIE AVE

BEARBERRY LANE

1139.52'

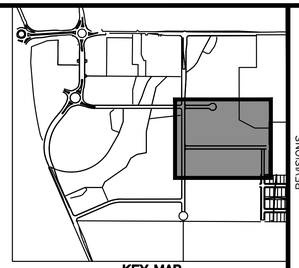
665.07'

EX. 80' ROW REC# 20230044233 NOT A PART

NOT A PART
THE RIDGE AT JOHNSTOWN FILING 3 BLOCK 1
LOT 1 BY OTHERS INFORMATION SHOWN FOR REFERENCE ONLY

SEE SHEET 9

SEE SHEET 10



KEY MAP
N.T.S.

LEGEND

	RECOVERED ALIQUOT CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
	PROPOSED LOT LINE
	PROPOSED EASEMENT
	EXISTING LOT LINE
	EXISTING RIGHT-OF-WAY
	EXISTING SECTION LINE
	EXISTING EASEMENT
	EXISTING EASEMENT TO BE VACATED
	PLAT BOUNDARY

50 0 50 100
scale 1"=50' feet

REVISIONS

BY	DATE	DESCRIPTION

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

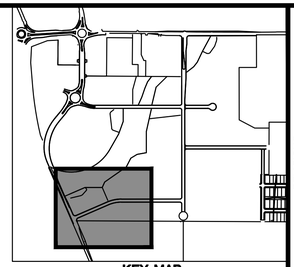
JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 7 of 11

5/14/2024 11:08 AM

SEE SHEET 6

N81°46'14"W 299.44'
S54°58'41"W 174.06'
A.E., D.E., U.E. (WIDTH VARIES)
S81°46'14"E 272.94'
N72°16'42"E 59.36'
C62
C21
C63
7.31'
FOUND CDOT ROW MARKER, FOUND 3.25" BRASS ENCASED IN CONCRETE
15' UTILITY EASEMENT REC. No. 2021000276
366.08'
OUTLOT F
520,696 SF
11.95ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
S74°08'52"W 249.43'
S55°05'10"W 368.94'
S74°08'52"W 246.03'
S50°16'20"W 339.38'
S50°16'20"W 309.84'
N28°10'09"W 14.01'
C50
C49
C47
A.E., D.E., U.E. (WIDTH VARIES)
N00°00'24"W 404.01'
N00°00'24"W 404.01'
S24°19'26"W 83.83'
EX. 50' U.E. REC# 20230044233 TO BE VACATED BY SEPARATE DOC
N90°00'00"W 4.28'
N90°00'00"W 236.52'
N35°21'15"W 23.13'
S66°31'01"W 242.26'
C24
OUTLOT H
16,840 SF
0.39ACRE
UTILITY, ACCESS, DRAINAGE AND IRRIGATION EASEMENT
C23
N41°45'44"E 72.99'
S08°43'34"W 171.98'
S08°43'34"W 212.16'
S23°20'32"E 195.50'
S37°14'50"E 42.09'
GRADING ESMT WIDTH VARIES TO BE VACATED WITH THIS PLAT
56.18'
N76°39'36"E 143.03'
C51
U.E., A.E. (WIDTH VARIES)
S47°32'54"W 92.20'
BLOCK 4
LOT 1
107,309SF
2.46ACRES
FUTURE DEVELOPMENT
S37°14'50"E 50.93'
C26
C27
146.21'
146.21'
20.00'
20.00'
13' U.E.
N89°59'36"E 812.57'
N89°59'36"E 825.57'
EX.80' ROW REC# 20230044233 NOT A PART
N89°59'36"E 812.57'
13' U.E.
FRONTAGE RD
S23°25'56"E 53.73'
S47°32'54"W 26.45'
N47°32'54"E 26.45'
234.58'
S23°25'56"E 58.14'
S66°34'04"W 25.00'
N66°34'04"E 25.00'
S23°25'56"E 77.11'
C.L. FRONTAGE RD
20.00' U.E.
30.00' U.E.
S23°25'56"E 138.02'
S70°44'01"E 40.65'
361.24'
S66°34'04"W 446.12'
N66°34'04"E 446.11'
CALIBER PKWY
N66°34'04"E 446.12'
59.88'
25.00'
80.00'
30' U.E. REC# 20230044233 TO BE VACATED BY SEPARATE DOC
EX. 80' ROW REC# 20230044233 NOT A PART
C57
C18
C71
C69
C70
N19°27'39"W 171.69'
EX. 50' U.E. REC# 20230044233 TO BE VACATED BY SEPARATE DOC
30' A.E., U.E.
GRADING ESMT WIDTH VARIES REC# 20230044233 TO BE VACATED WITH THIS PLAT
TRACT F
291,249 SF
6.69ACRES
FUTURE DEVELOPMENT
N19°27'39"W 185.03'
S70°32'21"W 46.00'
N19°27'39"W 30.00'
N70°32'21"E 48.98'
N06°52'18"W 39.07'
30.24'
N06°52'18"W 32.51'
887.99'
N89°38'50"W 1396.14'
477.90'
S23°25'56"E 21.02'
20' U.E.
N23°25'56"W 20.98'
N66°28'11"E 20.00'
29.55'
FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "LS 32444"
EAST CENTER 1/16 CORNER SECTION 27, T5N, R68W, FOUND NO. 6 REBAR WITH 2.5 ALUMINUM CAP, STAMPED "PLS 32444, 2002"
EX. 20' U.E.
INTERSTATE 25 RIGHT OF WAY NOT A PART
BUCKLEY D AND BRENT W GRAYBILL NOT A PART

SEE SHEET 9



KEY MAP
N.T.S.

LEGEND

- RECOVERED ALIQUOT CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
- A.E. ACCESS EASEMENT
- U.E. UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- I.E. IRRIGATION EASEMENT
- PROPOSED LOT LINE
- PROPOSED EASEMENT
- EXISTING LOT LINE
- EXISTING RIGHT-OF-WAY
- EXISTING SECTION LINE
- EXISTING EASEMENT
- EXISTING EASEMENT TO BE VACATED
- PLAT BOUNDARY

50 0 50 100
scale 1"=50' feet

REVISIONS	DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
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JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 8 of 11

5/14/2024 11:08 AM

SEE SHEET 4

SEE SHEET 7

SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

S00°00'24"E 297.65'

S05°47'30"E 344.94'

N55°17'41"E 214.71'

N89°59'36"E 290.81'

14.15'

S79°45'13"W 131.30'

67.42'

S26°45'54"E 57.18'

C45

N55°17'41"E 214.71'

S05°47'30"E 365.42'

21.79'

S58°34'45"W 103.36'

N63°14'06"E 72.64'

S57°48'28"W 158.08'

OUTLOT F
520,696 SF
11.95ACRE
UTILITY, ACCESS,
DRAINAGE AND
IRRIGATION
EASEMENT

N26°11'08"W 51.77'

C48

C46

A.E., D.E., U.E.
(WIDTH VARIES)

EX. 80' I.L.E. REC# 20230044233 TO BE VACATED BY SEPARATE DOC

S26°57'41"W 136.50'

N61°56'04"E 144.88'

S57°48'28"W 196.26'

S74°08'52"W
249.43'

N28°10'09"W 14.01'

C50

C49

C47

S74°08'52"W
246.03'

S55°05'10"W 368.94'

S50°16'20"W 309.84'

A.E., D.E., U.E.
(WIDTH VARIES)

N00°00'24"W 404.01'

N00°00'24"W 404.01'

30' I.L.E. REC# 20230044233 TO BE VACATED BY SEPARATE DOC

NOT A PART
EX. 13' U.E.
REC# 20230044233

N00°00'24"W 730.07'

ELSIE AVE

GRADING ESMT WIDTH VARIES
REC# 20230044233 TO BE
VACATED WITH THIS PLAT

1139.52'

665.07'

EX. 80' ROW
REC# 20230044233
NOT A PART

BLOCK 4
LOT 2
796,665SF
18.29ACRES
FUTURE DEVELOPMENT

NOT A PART
THE RIDGE AT JOHNSTOWN FILING 3 BLOCK 1
LOT 1 BY OTHERS INFORMATION SHOWN FOR
REFERENCE ONLY

VARIES TO
S PLAT

146.21'
146.21'

20.00'
20.00'

13'
U.E.

646.36'
646.36'

C28

N89°59'36"E 812.57'

EX. 80' ROW
REC# 20230044233
NOT A PART

N89°59'36"E 825.57'

CALIBER PKWY

NOT A PART
EX. 13' U.E.
REC# 20230044233

B

C71

13'
U.E.

N89°59'36"E 812.57'

C19

GRADING ESMT WIDTH VARIES
REC# 20230044233 TO BE
VACATED WITH THIS PLAT

111.13'

S00°00'24"E 236.08'

222.40'

TRACT F
291,249 SF
6.69ACRES
FUTURE DEVELOPMENT

ELSIE AVE

C52

S89°38'50"E 40.00'

POINT OF COMMENCEMENT
WEST QUARTER CORNER
SECTION 26, T5N, R68W,
FOUND NO. 6 REBAR WITH 2.5
ALUMINUM CAP, STAMPED "LS
12374, 1998"

S70°32'21"W 46.00'

N19°27'39"W 30.00'

N70°32'21"E 48.98'

50.24'

N06°52'18"W 32.51'

887.99'

13.68'

N89°38'50"W 1396.14'

EX.
20'
U.E.

BUCKLEY D AND BRENT
W GRAYBILL
NOT A PART

KEY MAP
N.T.S.

LEGEND

⊕	RECOVERED ALIQUOT CORNER AS DESCRIBED
●	FOUND MONUMENT AS DESCRIBED
◉	FOUND 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
▲	SET 24 INCHES OF #4 REBAR W/ RED PLASTIC CAP 38348
A.E.	ACCESS EASEMENT
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.	IRRIGATION EASEMENT
———	PROPOSED LOT LINE
- - - - -	PROPOSED EASEMENT
— — — —	EXISTING LOT LINE
— — — —	EXISTING RIGHT-OF-WAY
— — — —	EXISTING SECTION LINE
- - - - -	EXISTING EASEMENT
- - - - -	EXISTING EASEMENT TO BE VACATED
———	PLAT BOUNDARY

50 0 50 100
scale 1"=50' feet

REVISIONS

DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 9 of 11

5/14/2024 11:08 AM

SEE SHEET 7

SEE SHEET 9

BADE DR

BADE DR

EX. 80' ROW
REC# 20230044233
NOT A PART

NOT A PART
EX. 13' U.E.
REC# 20230044233

NOT A PART
EX. 13' U.E.
REC# 20230044233

NOT A PART
EX. 13' U.E.
REC# 20230044233

NOT A PART
EX. 60' ROW
REC# 20230044233

NOT A PART
EX. 13' U.E.
REC# 20230044233

BEARBERRY LANE

ELSIE AVE

ELSIE AVE

35.00'

30.00'

30' A.E.
D.E. I.E.

N00°00'24"W, 730.07'

1139.52'

665.07'

EX. 80' ROW
REC# 20230044233
NOT A PART

NOT A PART
THE RIDGE AT JOHNSTOWN FILING 3 BLOCK 1
LOT 1 BY OTHERS INFORMATION SHOWN FOR
REFERENCE ONLY

THE RIDGE AT JOHNSTOWN
SUBDIVISION FILING NO. 2
REC. NO. 20210007782
NOT A PART

C28

NOT A PART
EX. 13' U.E.
REC# 20230044233

C19

111.13'

S00°00'24"E, 236.08'

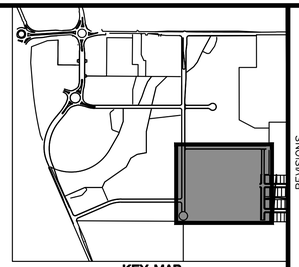
22.40'

C52

13.68'

S89°38'50"E 40.00'

POINT OF COMMENCEMENT
WEST QUARTER CORNER
SECTION 26, T5N, R68W,
FOUND NO. 6 REBAR WITH 2.5
ALUMINUM CAP, STAMPED "LS
12374, 1998"



KEY MAP
N.T.S.

LEGEND

⊕	RECOVERED ALIQUOT CORNER AS DESCRIBED
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— – — –	EXISTING SECTION LINE
– – – –	EXISTING EASEMENT
– – – –	EXISTING EASEMENT TO BE VACATED
———	PLAT BOUNDARY

N

50 0 50 100
scale 1"=50' feet

REVISIONS		
DESCRIPTION	DATE	BY

DRAWN JSL
CHECKED JFS
DESIGNED JSL
FILENAME 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION FILING NO. 4

FINAL PLAT

TST
TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

JOB NO. 1258.0001.00
SCALE 1" = 50'
DATE MAY 14, 2024
SHEET 10 of 11

5/14/2024 11:08 AM

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	611.31'	427.41'	40°03'35"	N26°46'54"E	418.76'
C2	4475.00'	680.89'	8°43'04"	N9°05'18"W	680.23'
C3	643.06'	94.66'	8°26'02"	N9°57'45"E	94.57'
C4	350.00'	88.79'	14°32'09"	S7°25'02"W	88.56'
C5	13.00'	20.42'	90°00'00"	N45°00'24"W	18.38'
C6	13.00'	20.42'	90°00'00"	N44°59'36"E	18.38'
C7	32.00'	24.54'	43°56'44"	S68°02'02"E	23.95'
C8	68.00'	317.94'	267°53'28"	N0°00'24"W	97.92'
C9	32.00'	24.54'	43°56'44"	S68°01'14"W	23.95'
C10	13.00'	20.42'	90°00'00"	N45°00'24"W	18.38'
C11	40.00'	55.88'	80°02'09"	S75°34'02"W	51.44'
C12	135.00'	44.07'	18°42'10"	S9°13'55"W	43.87'
C13	330.00'	108.29'	18°48'06"	N80°36'21"W	107.80'
C14	560.00'	609.92'	62°24'13"	S7°46'04"W	580.22'
C15	40.00'	41.15'	58°56'27"	S22°52'36"W	39.36'
C16	25.00'	27.67'	63°24'23"	S38°17'49"E	26.28'
C17	619.99'	810.93'	74°56'29"	S68°48'38"W	754.35'
C18	435.00'	177.85'	23°25'32"	N78°16'50"E	176.62'
C19	13.00'	20.42'	90°00'00"	S45°00'24"E	18.38'
C20	13.00'	20.39'	89°53'14"	N44°56'13"E	18.37'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C21	619.99'	810.93'	74°56'29"	S68°48'38"W	754.35'
C22	13.00'	20.42'	90°00'00"	N45°00'24"W	18.38'
C23	55.00'	33.50'	34°53'51"	N59°12'40"E	32.98'
C24	20.00'	26.92'	77°06'59"	N3°12'15"E	24.93'
C25	13.00'	20.42'	90°00'00"	N44°59'36"E	18.38'
C26	515.00'	16.78'	1°52'00"	S67°30'04"W	16.78'
C27	515.00'	193.78'	21°33'33"	N79°12'50"E	192.64'
C28	13.00'	20.42'	90°00'00"	N44°59'36"E	18.38'
C29	90.00'	86.62'	55°08'48"	N26°51'28"W	83.32'
C30	50.00'	44.49'	50°59'02"	N24°46'35"W	43.04'
C31	20.00'	19.05'	54°34'56"	S27°53'51"W	18.34'
C32	30.00'	48.06'	91°47'28"	S45°17'21"E	43.08'
C33	25.00'	42.37'	97°06'15"	N40°15'47"E	37.48'
C34	25.00'	24.62'	56°25'30"	N59°50'56"W	23.64'
C35	140.00'	86.42'	35°22'04"	N9°42'26"E	85.05'
C36	350.00'	203.53'	33°19'06"	N43°12'43"E	200.67'
C37	350.00'	127.61'	20°53'26"	S49°25'33"W	126.91'
C38	140.00'	163.51'	66°55'03"	N56°50'54"W	154.37'
C39	90.00'	180.30'	114°47'00"	N32°56'22"W	151.63'
C40	90.00'	116.81'	74°21'54"	N53°08'55"W	108.78'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C41	50.00'	68.14'	78°04'59"	N51°15'56"W	62.99'
C42	650.00'	263.95'	23°16'00"	N23°51'27"W	262.14'
C43	100.00'	73.38'	42°02'31"	N56°30'42"W	71.74'
C44	25.00'	62.88'	144°06'56"	N38°32'32"W	47.57'
C45	40.00'	41.47'	59°23'41"	S87°04'03"E	39.63'
C46	50.00'	82.13'	94°07'07"	N18°53'25"E	73.21'
C47	50.00'	72.68'	83°16'53"	S86°25'30"E	66.45'
C48	40.00'	59.30'	84°56'47"	N9°27'40"E	54.02'
C49	34.00'	13.75'	23°09'58"	N11°34'35"E	13.65'
C50	54.00'	34.15'	36°14'15"	N18°06'44"E	33.59'
C51	40.00'	25.04'	35°51'57"	S31°03'57"W	24.63'
C52	73.00'	127.69'	100°13'10"	S6°40'14"E	112.02'
C53	576.06'	200.30'	19°55'20"	N10°06'38"E	199.29'
C54	375.00'	259.04'	39°34'40"	N19°55'58"E	253.92'
C55	620.00'	442.71'	40°54'44"	N19°15'56"E	433.37'
C56	150.00'	79.61'	30°24'28"	N74°48'10"W	78.68'
C57	475.00'	194.21'	23°25'32"	N78°16'50"E	192.86'
C58	643.06'	453.60'	40°24'53"	S25°57'11"W	444.25'
C59	551.06'	380.65'	39°34'41"	N19°56'18"E	373.13'
C60	593.92'	539.19'	52°00'58"	N13°43'09"E	520.86'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C61	50.00'	12.59'	14°25'19"	S62°11'21"W	12.55'
C62	619.99'	199.04'	18°23'37"	N67°41'15"E	198.18'
C63	619.99'	318.10'	29°23'49"	S88°25'02"E	314.62'
C64	619.99'	293.80'	27°09'03"	N44°54'55"E	291.05'
C65	643.06'	206.41'	18°23'27"	N36°57'54"E	205.53'
C66	643.06'	152.53'	13°35'24"	N20°58'28"E	152.17'
C67	551.06'	341.59'	35°31'00"	N17°54'28"E	336.15'
C68	551.06'	341.59'	35°31'00"	N17°54'28"E	336.15'
C69	435.00'	15.15'	1°59'43"	N67°33'56"E	15.15'
C70	435.00'	30.01'	3°57'08"	N70°32'21"E	30.00'
C71	435.00'	132.70'	17°28'41"	N81°15'16"E	132.18'

REVISIONS		
BY	DATE	DESCRIPTION

DRAWN: JSL
CHECKED: JFS
DESIGNED: JSL
FILENAME: 0001_Plat

THE RIDGE AT JOHNSTOWN SUBDIVISION
FILING NO. 4

FINAL PLAT

TST, INC.
CONSULTING ENGINEERS
748 Whalers Way
Suite 200 Fort Collins
Colorado 80525
Phone: 970.226.0557

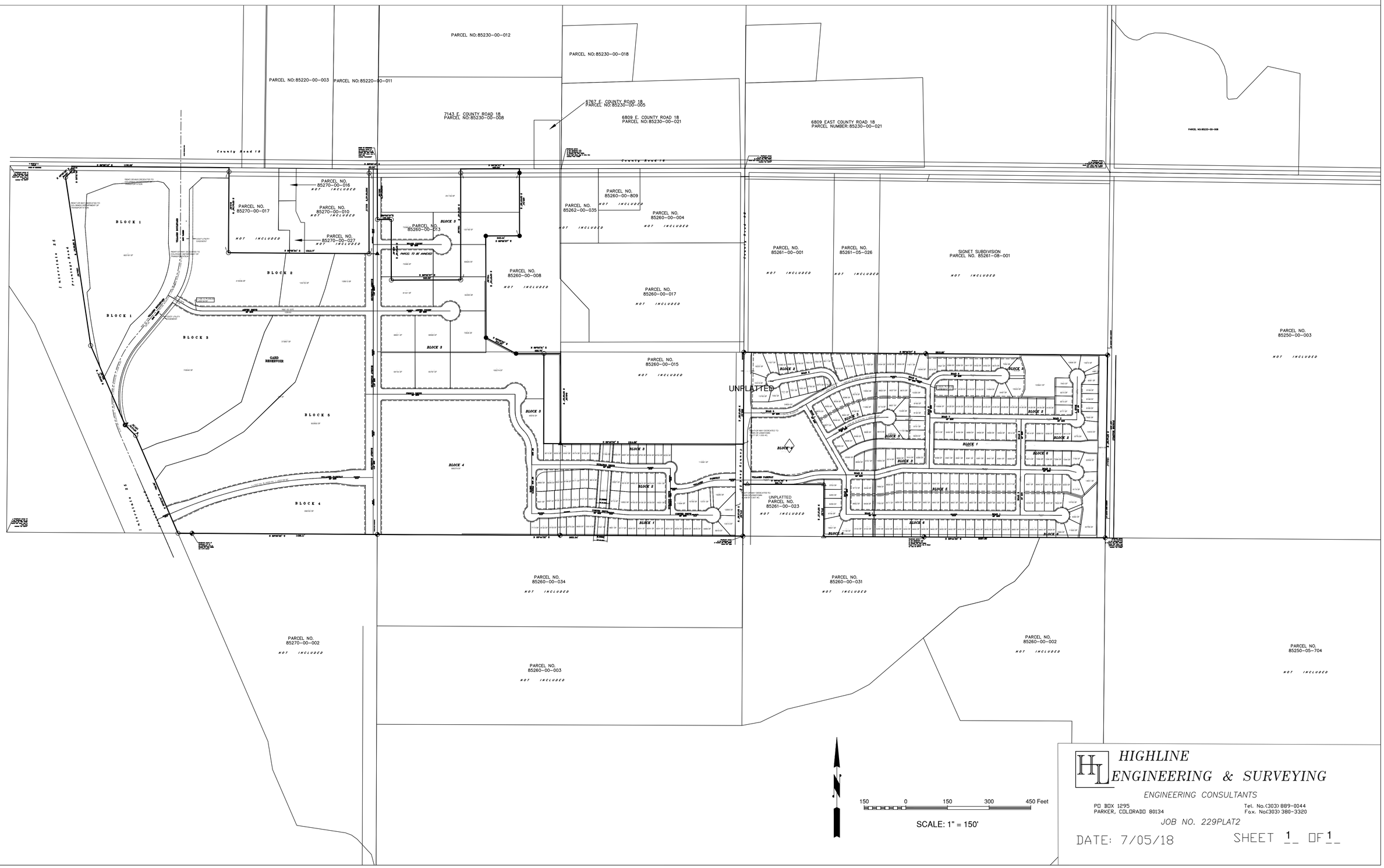
JOB NO. 1258.0001.00
SCALE N/A
DATE MAY 14, 2024
SHEET 11 of 11

5/14/2024 11:08 AM

THE VILLAGES AT JOHNSTOWN

PRELIMINARY PLAT AMENDMENT NO. 1

A PORTION OF THE NORTHEAST 1/4 OF SECTION 27 AND A PORTION OF THE NORTH 1/2
OF SECTION 26, TOWNSHIP 05 NORTH, RANGE 68 WEST 6th PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO.



HIGHLINE
ENGINEERING & SURVEYING
ENGINEERING CONSULTANTS
PO BOX 1295
PARKER, COLORADO 80134
Tel. No.(303) 889-0044
Fax. No(303) 380-3320

JOB NO. 229PLAT2

DATE: 7/05/18

SHEET 1 OF 1

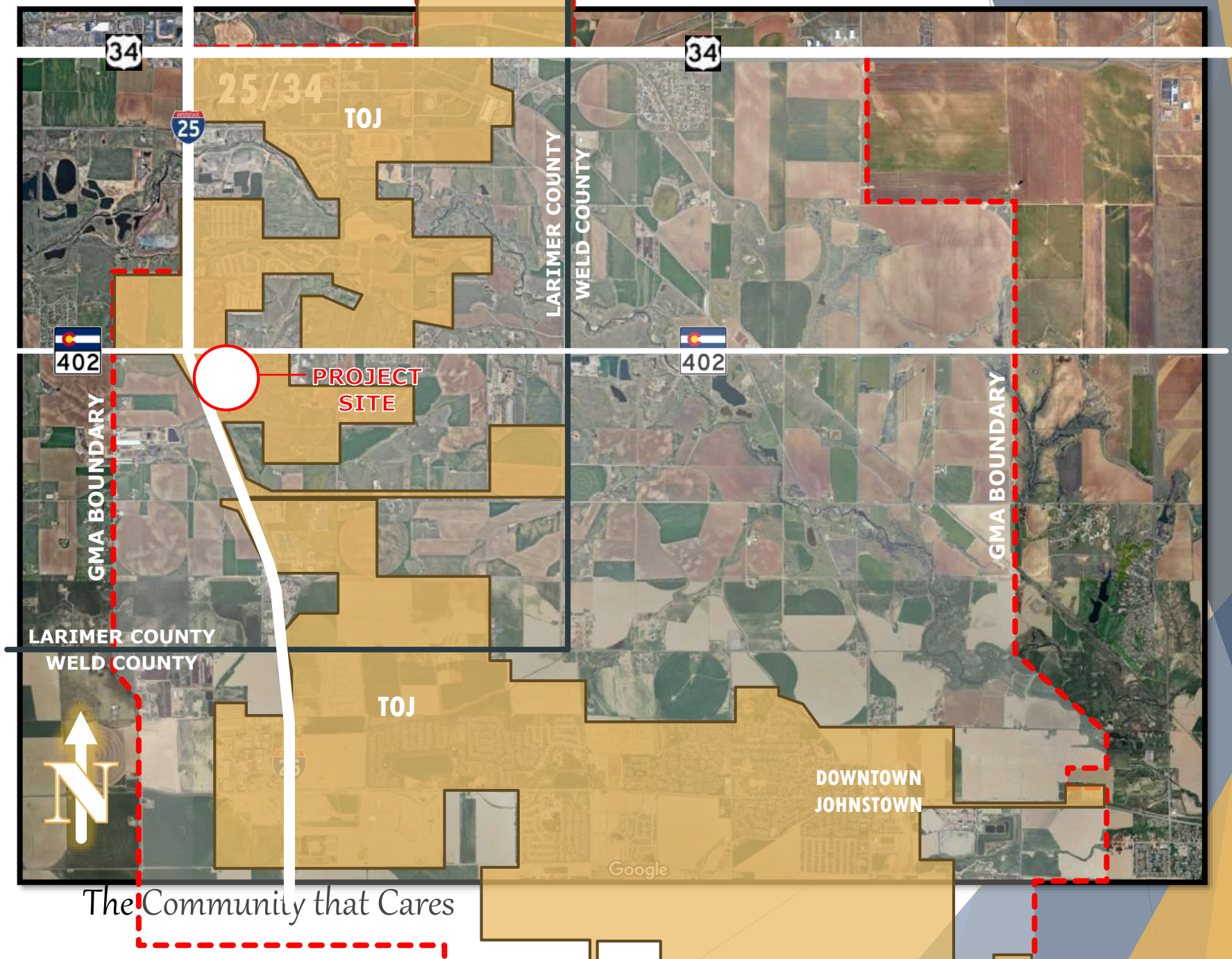
The Ridge Filing No. 4
CASE SUB21-0004

Town Council

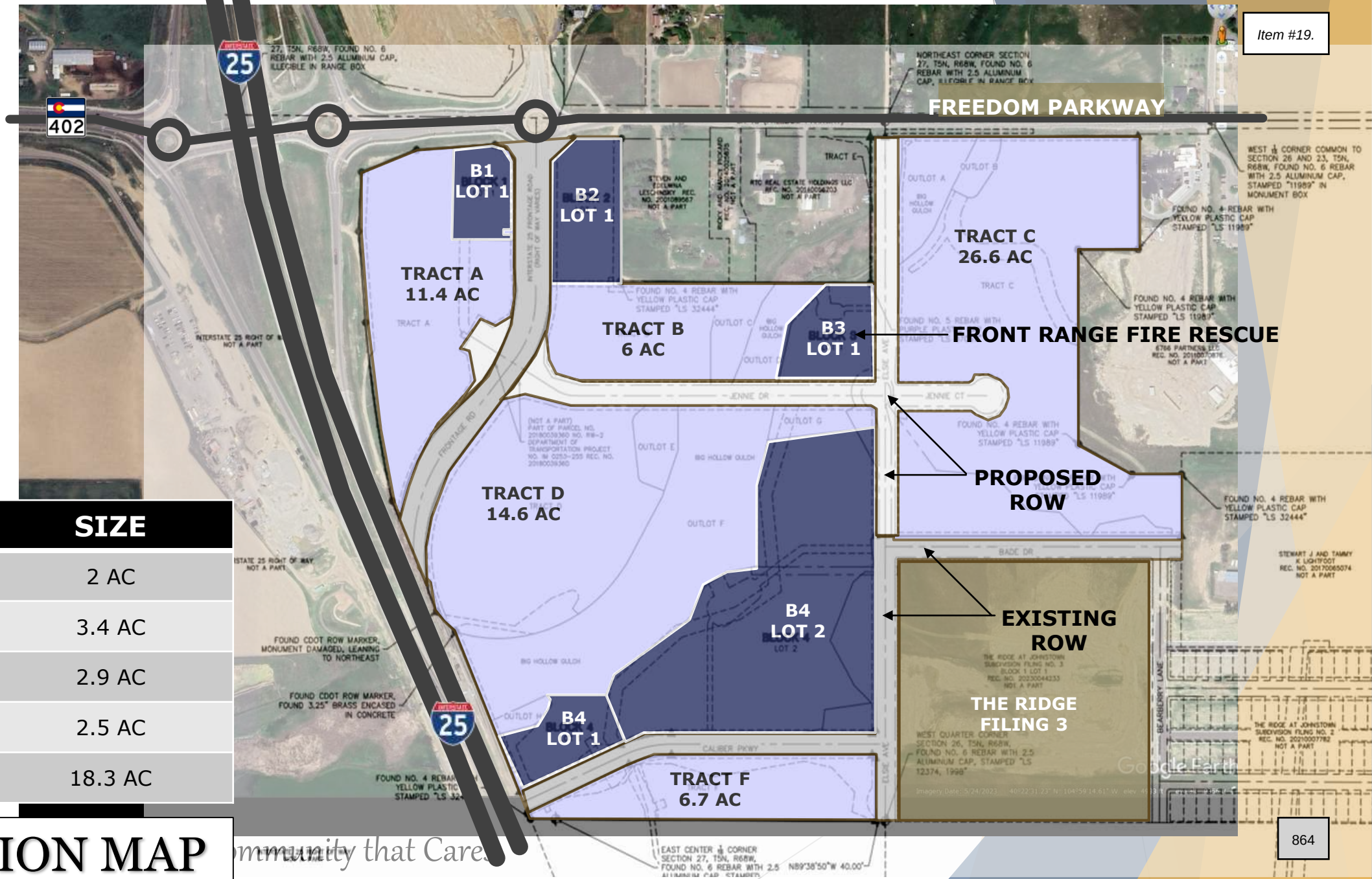
June 3, 2024

The Community that Cares

VICINITY MAP



The Community that Cares



BLOCK/LOT	SIZE
BLOCK 1 / LOT 1	2 AC
BLOCK 2 / LOT 1	3.4 AC
BLOCK 3 / LOT 1	2.9 AC
BLOCK 4 / LOT 1	2.5 AC
BLOCK 4 / LOT 2	18.3 AC

SUBDIVISION MAP

SUBDIVISION MAP

mmunity that Cares

RECOMMENDATIONS

The Ridge Filing No. 4
Recommend approval of Resolution 2024-26, approving The Ridge Filing No. 4

Development and Improvement Agreement for The Ridge Filing No. 4
Recommend approval of the Development and Improvement Agreement for The Ridge Filing No. 4

Water and Sewer Service Agreement for The Ridge Filing No. 4
Recommend approval of the Water and Sewer Service Agreement for The Ridge Filing No. 4

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(The Ridge at Johnstown, Filing No. 4)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home rule municipal corporation (the "Town") and **J-25 Land Holdings, LLC**, a Delaware limited liability company (the "Developer") and the **Villages at Johnstown Metropolitan District No. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado ("District").

RECITALS

WHEREAS, Developer is the owner of a parcel of land situated in the Town of Johnstown, County of Larimer, 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 The Ridge at Johnstown, Filing No. 4 ("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 "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.

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 Developer's heirs, successors, assigns or transferees of any or all 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 the Villages at Johnstown Metropolitan District No. 1.

1.8 **"Dry Utilities"** shall mean electricity, natural gas, cable, fiber, 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 Public 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. 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 seven (7) 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 Public 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 for each phase of the of the Development approved by the Town, 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 in which 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 and notice of approval has been provided 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. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.

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, the homeowner's association or a metropolitan or special 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, or will be paid in full, prior to the issuance by the Town of a Notice of Construction Acceptance of the Public Improvements, 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 the Town's 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 the form approved by the Town in which 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.

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 such uncompleted Subdivision 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 thirty (30) 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 unless the Developer undertakes immediate repairs for such emergency, 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, and that all obligations required to date by Code or by this Agreements are satisfied in full, 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. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

5.6 ***Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance, Developer shall delegate covenant enforcement 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.

STORMWATER, 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, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development.

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

6.3 The District or Developer shall own and maintain the stormwater infrastructure for the Development. The District or Developer 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 Larimer 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 Thompson School District R2-J; (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 including the Developer has entered into a Water and Sewer Service Agreement; (7) the Developer or the District has executed the operations and maintenance agreement related to the stormwater infrastructure; (7) all terms of this Agreement have been faithfully kept by Developer and District.

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 or District 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 the 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 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 and District 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 except when such changes are also the result of greater than 100-year storm events. Developer/District will first be notified and given the opportunity to address any such drainage issues within seven (7) calendar days, unless more time is reasonably necessary to address the issue. Developer/District will indemnify the Town to the extent it does not resolve the issues. In addition, Developer/District 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**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied dwelling unit, Developer shall remain responsible for Public Improvements, while the seller or transferor and the purchaser or transferee (collectively "Builder") shall be responsible for the Private Improvements. Developer and Builder 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:

J-25 LAND HOLDINGS, LLC
Attention: ROY BADE
8901 E. Mountain View Rd, Ste 150
Scottsdale, AZ 85258
Email: Roy.Bade@calibercos.com

COPY TO:

Coan, Payton & Payne, LLC
Attn: Bob Choate, Esq.
103 W. Mountain Ave., Suite 201
Fort Collins, CO 80524
Email: BChoate@cp2law.com

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Email: notices@johnstownco.gov

COPY TO:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Email: avi@rocklinlaw.com

TO DISTRICT:

Robert G. Rogers, Esq.
Eve Velasco, Esq.
White Bear Ankle Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122
Email: evelasco@wbapc.com
Email: rrogers@wbapc.com

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 prior to approval of the Final Plat 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, the following:

a. Front Range Fire Rescue Fire Protection District or Loveland Fire Rescue Authority
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. Larimer County
h. Weld County
i. 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 Municipal Code of the Town of Johnstown. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Larimer, 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 and supersedes all prior agreements or understandings. 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 or home 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.

J-25 LAND HOLDINGS, LLC

By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager

By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member

By: Caliber Companies, LLC, an Arizona limited liability company, as Manager

By: Calibercos, Inc., a Delaware corporation, as its sole Member

_____

Jennifer Schrader, Director

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2024 by Jennifer Schrader, Director, J-25 Land Holdings, LLC.

WITNESS my hand and official seal.

_____

Notary Public

My commission expires: _____

APPROVED AS TO FORM AND AGREED UPON WITH RESPECT TO THE DISTRICT OBLIGATIONS CONTAINED THEREIN:

Villages at Johnstown Metropolitan District No. 1

By: _____
_____, President

STATE OF COLORADO)
)ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2024, by _____, President, Villages at Johnstown 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
(The Ridge at Johnstown, Filing No. 4)

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 Probable Cost

EXHIBIT A

LEGAL DESCRIPTION
(Property)

EXHIBIT B-1

PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-2

RESOLUTION APPROVING PLAT OR PLAN

(SEE ATTACHED)

EXHIBIT B-3

SPECIAL CONDITIONS

1. Developer shall be responsible for coordination, design approval, and inspections from other entities with jurisdiction over the Development, including but not limited to:

    a. Colorado Department of Transportation
    b. Little Thompson Water District
    c. Larimer County
    d. Majority of the Owners of the Big Hollow Ditch

2. As outlined in the Big Hollow Gulch and the Ridge Development Hydraulic Analysis for regional drainage facilities and irrigation storage improvements dated May 14, 2024, Developer is required to submit a Letter of Map Revision (LOMR) to the Colorado Water Conservation Board (CWCB) from Interstate 25 to the confluence with the Big Thompson River.

3. Street names on the Final Plat shall be approved by the Town Planner after Town Council approval. Street names shall thereafter be approved by the Larimer Emergency Telephone Authority (LETA 911) prior to recording the plat.

4. Prior to construction of the reservoir within the Big Hollow Gulch, Developer shall submit the "Letter of Intent for Non-Jurisdictional Water Impoundment Structures" to the Office of the State Engineers (SEO). Once the SEO approves the design, Developer shall submit to the Town a copy of the ruling of the SEO.

5. Prior to issuance of Notice of Construction Acceptance, Developer shall submit a separate agreement outlining the ownership and maintenance obligations for the Big Hollow Ditch (AKA Big Hollow Gulch) between Developer and the owners of those structures. The Town shall not be responsible for the ongoing maintenance obligations.

6. Prior to issuance of building permits and prior to construction of the vertical improvements in the Development, Developer shall construct all required improvements to East County Road 18/Freedom Parkway and the Interstate 25 Frontage Road. Developer shall design and submit roadway improvements to Larimer County for review and approval prior to construction and must obtain approval from all entities with jurisdiction over the roadways. Building permits shall not be released until all improvements are completed.

7. Little Thompson Water District (LTWD) and J-25 Land Holdings, LLC entered into a Memorandum of Understanding, recorded with the Larimer County Clerk and Recorder

at Reception Number 20190028402, pertaining to the installation of an interconnection service between LTWD and the Town. Based on communication between all parties, it is understood that the interconnection service will be designed and constructed as part of a subsequent land use project of the Developer, commonly referred to as the "West Ridge Subdivision," which is within the Mountain View Farms Annexation. Developer hereby agrees to construct the interconnection vault as part of the construction of the West Ridge Subdivision.

EXHIBIT C

ENGINEER'S OPINION OF PROBABLE COST
(ATTACHED)

WATER SERVICE AGREEMENT
(The Ridge at Johnstown, Filing No. 4)

THIS WATER SERVICE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2024, by and between **J-25 Land Holdings, LLC**, a Delaware limited liability company ("Developer"), the **Town of Johnstown**, a Colorado municipal corporation ("Town"), collectively sometimes referred to as the "Parties".

WITNESSETH:

WHEREAS, the Developer is the owner of land situated in a portion of the West Half of Section 26 and the East Half of Section 27, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, known as The Ridge at Johnstown Filing No. 4, more specifically described on Exhibit A, attached hereto and incorporate herein by reference ("Subject Property"); and

WHEREAS, on or about September 30, 2022, the Town and CaliberCos, Inc., a Delaware corporation ("Caliber"), among others, entered into a Water Dedication and Water Bank Agreement, which, upon the dedication of raw water to the Town, established the Caliber Water Bank and provided Caliber with the right to allocate the raw water from the Caliber Water Bank to uses within the Town; and

WHEREAS, the Developer is developing infrastructure in and around the Subject Property for The Ridge subdivision, which consists of, among other facets, right of way and storm water facility landscaping ("Project"); and

WHEREAS, the Developer seeks to use raw water from the Caliber Water Bank for the Project; and

WHEREAS, the Developer and the Town desire to set forth their agreement concerning the use of the Caliber Water Bank, preliminary projections of water demand and a commitment by the Town for water service for the Project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water Demand Study. In compliance with the Town Water Rights Dedication Ordinance, Chapter 13, Sections 13-61 through 13-72, inclusive, of the Johnstown Municipal Code, as amended, ("Ordinance"), the Developer has submitted to the Town a preliminary water demand analysis for the Project dated March 27, 2024. Said analysis was received by the Town and is on file with the Town and as modified by the Town's Water Engineer by Memorandum dated April 19, 2024, is hereby accepted by the Town as to the irrigation water demands. The analysis sets forth the projected water demands for the Project as follows:

Development Component	Demand	Consumption

	(AF/YR)	(AF/YR)
Irrigation (Permanent)	7.55	6.42
Irrigation (Temporary)	3.57	3.03
Total water use	**11.12**	**9.45**

2. Water Rights Dedication. Based on the consent of Caliber, as evidenced by Exhibit B, attached hereto and incorporated herein by reference, the Town agrees that the required 11.12 acre-feet of raw water credit for the Project will be allocated from the water stock contained in the Caliber Water Bank.

3. Commitment to serve. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Project up to 11.12 acre-feet per year of water supply for approximately 5.03 acres permanent drip-irrigation and approximately 3.57 acres of temporarily irrigated native grass. Upon the establishment of the native grasses, Developer may permanently disconnect the irrigation for the temporary irrigation area and, upon written notice to the Town with proof of the disconnection, in a form acceptable to the Town, obtain a raw water credit in the amount of 3.57 acre-feet per year, which credit will be added back to the Caliber Water Bank for future allocation and use within the Town.

4. Future review of water usage and dedication requirements. In accordance with the Ordinance, the Town reserves the right to review actual water usage within the Subject Property at a point in time after water usage has been established to confirm the adequacy of the water demand projections made by the Developer, and to require additional water rights dedication and/or cash-in-lieu payments, if necessary, based on actual water usage. The additional water rights shall be dedicated by the Developer, a metropolitan district providing covenant enforcement or by the operative homeowners' association.

5. Payment of Water Court Transfer fees. Upon execution of this Agreement, the Developer shall pay to the Town the sum of Three Thousand Three Hundred and Seventy-Five Dollars ($3,375.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the dedication of 11.12 acre-feet per year of estimated water demand and estimated consumptive use of 9.45 acre-feet per year (22.5 SFE) for the Project. Pursuant to Paragraph 4, above, if future review requires additional dedication of water, additional water court transfer fees will be required at the time of dedication.

6. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed given: (a) upon hand delivery with receipt of delivery, (b) upon deposit with Federal Express, UPS or other nationally recognized overnight courier service, receipt required, or (c) when transmitted via email, provided the sending party receives a read-receipt for the email. All notices shall be addressed as follows:

TO DEVELOPER:
J-25 Land Holdings, LLC
Attn: Roy Bade
Copy: Courtney Bring
8901 E Mountain View Rd, Suite 150
Scottsdale, AZ 85258
Email: Roy.Bade@caliberco.com
Email: Courtney.Bring@Caliberco.com

WITH A COPY TO:
Coan, Payton & Payne, LLC
Attn: G. Brent Coa, Esq.
103 W. Mountain Ave., Suite 201
Fort Collins, CO 80524
Email: gbcoan@cp2law.com

TO THE TOWN:
Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
Email: HHill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:
Avi Rocklin, Esq.
Johnstown Town Attorney
1437 N. Denver Avenue, #330
Loveland, CO 80538
Email: avi@rocklinlaw.com

Peter J. Ampe, Esq.
Hill & Robbins, P.C.
3401 Quebec Street, Suite 3400
Denver, CO 80207
Email: peterampe@hillandrobbins.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

7. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

8. Successors and assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

9. Amendment or modification. No amendment or modification of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, 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.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any claim, proceeding or action shall be in Larimer or Weld County, State of Colorado.

15. Entire agreement and Authorization. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. Each of the undersigned represents to the others that he/she is authorized by his/her respective entity to execute this Agreement on behalf of that entity.

16. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship

17. Recordation. This Agreement may be recorded by the Town at the Developer's expense in the office of the Clerk and Recorder of Larimer County, Colorado, and, effective as of the date of such recordation, this Agreement shall run with the Subject Property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities not parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

(Remainder of page intentionally left blank.)

J-25 Land Holdings LLC
By: J-25 Development Group, LLC, a Delaware limited liability company, as Manager
By: Caliber Services, LLC, an Arizona limited liability company, as its sole Member
By: Caliber Companies, LLC, an Arizona limited liability company, as Manager
By: Calibercos, Inc., a Delaware corporation, as its sole Member

_____
Jennifer Schrader, Director

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of May 2024, by Jennifer Schrader, as Authorized Signor, J-25 Land Holdings, LLC.

Witness my hand and official seal.

My commission expires:_____

_____
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Michael P. Duncan, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A
Legal Description

THE RIDGE AT JOHNSTOWN FILING 4 LEGAL

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN; TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACTS A, B, C, AND D OF THE RIDGE AT JOHNSTOWN FILING NO. 3.

EXHIBIT A
DATE: MAY 2024
JOB NO. 1258.0000.00
SHEET 1 OF 1

TST, INC. CONSULTING ENGINEERS
748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

K:\1258\0001\05 Drawings\Exhibits\0001_Ridge Filing 4 Legal

EXHIBIT B
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

This is to acknowledge and agree that the Town of Johnstown may allocate 11.12 acre-feet of raw water from the Caliber Water Bank to J-25 Land Holdings, LLC, a Delaware limited liability company ("Developer"), for The Ridge at Johnstown, Filing No. 4, pursuant to that certain Water Service Agreement ("WSA") to be executed between the Town and the Developer

The undersigned certify that he/she is authorized to execute this Raw Water Allocation Acknowledgment on behalf of CaliberCos, a Delaware limited liability company, the owner of the Caliber Water Bank.

CALIBERCOS INC., a Delaware Corporation

By: _____
Name: _____
Its: Chief Executive Officer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2024, by _____, as Chief Executive Officer of Calibercos, Inc.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

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

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: June 3, 2024

SUBJECT: Public Hearing – Larson Annexation Zoning

ACTION PROPOSED: Consideration Of Ordinance No. 2024-252, First Reading, Establishing Holding Agriculture (H-A) Zoning On The Property Known As The Larson Annexation

ATTACHMENTS:
1. Ordinance 2024-252
2. Vicinity Map
3. Zoning Map
4. Staff Presentation

PRESENTED BY: Jeremy Gleim AICP, Planning & Development Director

EXECUTIVE DESCRIPTION

On February 21, 2024, the Town Council approved Ordinance 2024-241 approving the annexation of certain property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being known as the Larson Annexation. At the time of annexation, zoning was not considered. Pursuant to state law, upon annexation, the Town Council must zone the property within 90 days.

LOCATION

The subject property is located on the west side of Telep avenue (Weld County Road 15), directly west of the existing Thompson Parks Baseball Fields and north of Rolling Hills Ranch subdivision. The subject property is approximately 96 acres in size. Vehicular access to the property is taken from Telep Avenue.

HISTORY

Historically, this property has been used for agriculture and will continue to be used for agricultural uses until future development is proposed.

ZONING & LAND USE
Pursuant to the Land Use Map in the 2021 Johnstown Area Comprehensive Plan, the subject property is located in a Low Density/Intensity land use area.

ADJACENT ZONING & LAND USE	
NORTH	AG – Unincorporated Weld County – Existing residence and ag lands
EAST	R-1 – Residential Town of Johnstown– existing Thompson Parks Baseball Fields
SOUTH	R-1 – Residential Town of Johnstown – Rolling Hills Subdivision
WEST	AG – Unincorporated Weld County – existing residences and ag lands

PROJECT DESCRIPTION & ANALYSIS
Pursuant to state law, the Town is required to establish zoning on annexed lands within 90 days of annexation. Ordinance 2024-241, which approved the Larson Annexation, took effect on March 11, 2024. The zoning designation being presented (H-A) represents an interim designation. The property owner has expressed an interest in developing the property, so a zoning designation that is appropriate to support development, and which complies with the Town's adopted Comprehensive Plan, Transportation Plan, and other policy documents will be processed at a later date. When a formal request is made for the ultimate zoning of the property, that request will follow the normal review process. The normal review process will require public hearings before the Planning & Zoning Commission and Town Council.

PUBLIC NOTICE
Notice for the Town Council public hearing was published in the Johnstown Breeze, on Thursday, May 23, 2024. This notice provided the date, time, and location of the Town Council hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the subject property. This notice included a vicinity map and the proposed zoning map.

COMPREHENSIVE PLAN ALIGNMENT
The 2021 Comprehensive Plan (Comp Plan) identifies the subject property as a Low Density/Intensity land use area. Interim zoning of H-A is appropriate, as the property has historically been used for farming purposes and will continue to be used in that way until development occurs.

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

FINDINGS
1. The proposed zoning designation (H-A) will satisfy the requirements of state law.

2. The proposed zoning designation (H-A) is appropriate as an interim zoning until future development is proposed.

LEGAL ADVICE:

The Town Attorney prepared the ordinance for this agenda item.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: LARSON ANNEXATION ZONING
Staff recommends that the Town Council approve Ordinance 2024-252, to establish H-A (Holding Agriculture) zoning on the property known as the Larson Annexation.

SUGGESTED MOTIONS:

For Approval: I Move To Approve Ordinance 2024-252, Establishing H-A Zoning On The Property Known As The Larson Annexation.

For Denial: I Move To Deny Ordinance 2024-252

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2024-252

APPROVAL OF HOLDING AGRICULTURAL (H-A) ZONING OF THE PROPERTY KNOWN AS THE LARSON ANNEXATION, LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 96.04 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, by Ordinance No. 2024-241, the Town Council approved annexation of certain property known as Lot B, Recorded Exemption No. 1059-06-2 Re-2515, Lot B, Recorded Exemption No. 1059-06-2-Re-2616 and a Portion of adjoining Weld County Road 15 Right of Way located in the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 4 North, Range 67 West of the 6th P.M., County of Weld, State of Colorado, consisting of approximately 96.04 acres, being more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference, known as the Larson Annexation ("Property"); and

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

WHEREAS, because the land use is in a transitional stage, Town staff recommends that the Property be zoned Holding Agricultural (H-A); and

WHEREAS, on June 3, 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 Holding Agricultural (H-A) is satisfactory.

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 Larson Annexation and more particularly described on the attached Exhibit A shall hereby be designated as Holding Agricultural (H-A).

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 Weld 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:_____
Hannah Hill, Town Clerk

By:_____
Michael P. Duncan, Mayor

EXHIBIT A
PROPERTY

A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;
THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the **POINT OF BEGINNING.**

The above described tract of land contains 4,183,676 square feet or 96.04 acres, more or less (±).

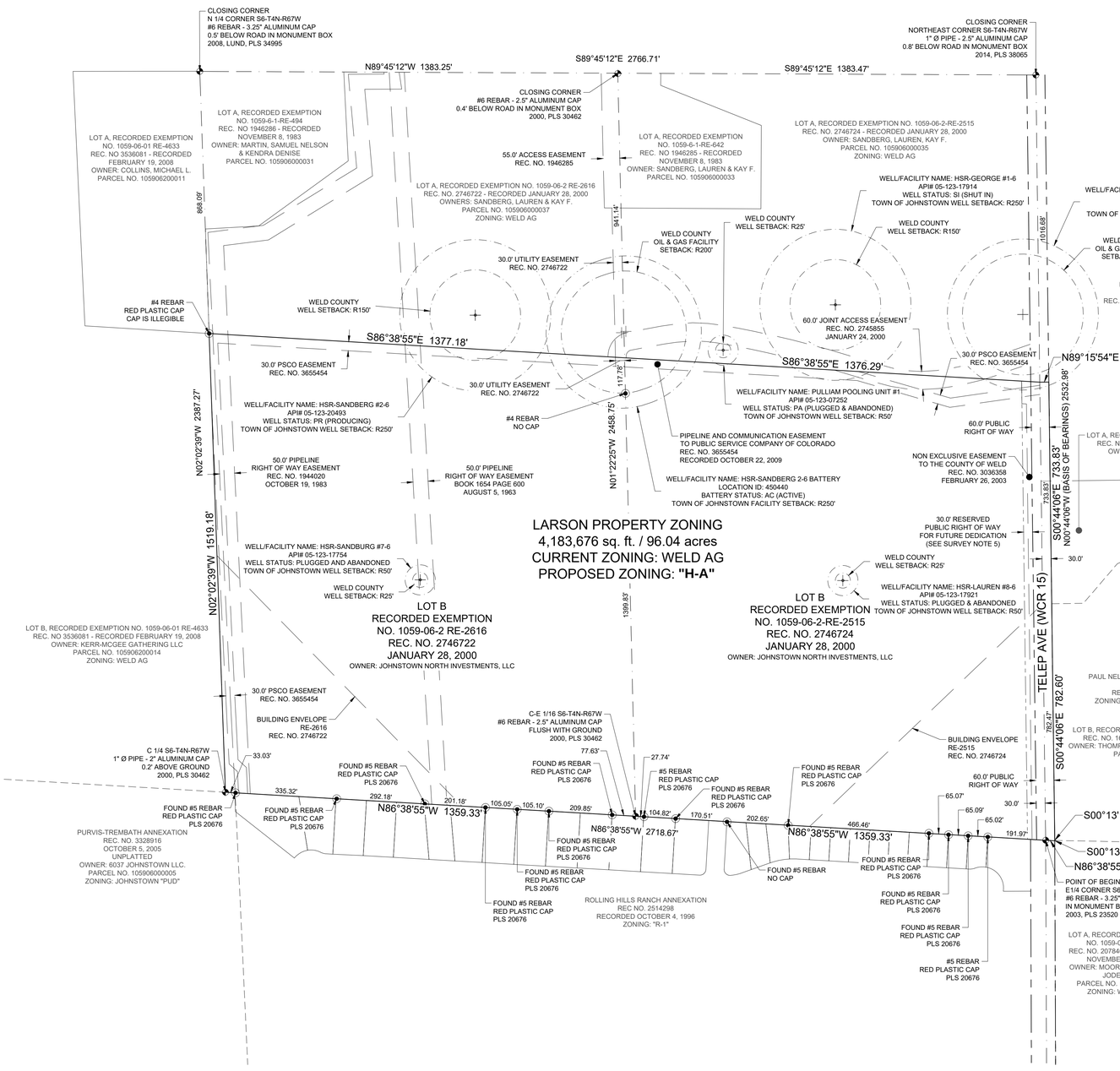
WELD COUNTY ROAD 50
PROJECT SITE
15
Colorado Blvd
Telep Ave
HIGHWAY 60
60

LARSON PROPERTY ZONING

TO THE TOWN OF JOHNSTOWN
LOT B, RECORDED EXEMPTION NO. 1059-06-2 RE-2515, LOT B, RECORDED EXEMPTION NO. 1059-06-2-RE-2616 AND A PORTION OF ADJOINING WELD COUNTY ROAD 15 RIGHT OF WAY
LOCATED IN THE NORTHEAST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 5 TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO

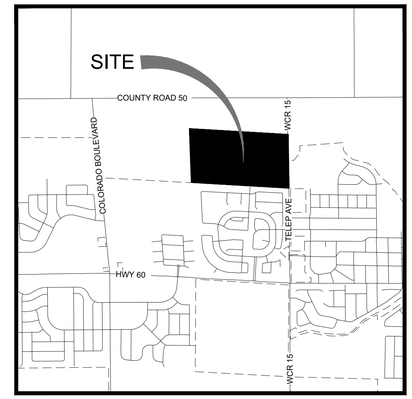
NORTH

200 0 200 400 600 Feet
(IN U.S. SURVEY FEET)
1 inch = 200 ft.



SYMBOL LEGEND	
	FOUND SECTION CORNER
	FOUND PROPERTY MONUMENT

LINE LEGEND	
	ANNEXATION BOUNDARY
	SECTION LINE
	EASEMENT LINE
	RIGHT OF WAY LINE
	ADJACENT ANNEXATION AND TOWN LIMITS
	RESERVED RIGHT OF WAY



VICINITY MAP
1" = 2000'

OWNER/DEVELOPER
Johnstown North Investments, LLC
7251 W 20th St, Bldg L, Suite 200
Greeley, CO 80634
(970) 539-0120

SITE ENGINEER
Northern Engineering Services, Inc.
Nick Haws
301 N. Howes St, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158

SURVEYOR
Northern Engineering Services, Inc.
Robert C. Tessely, PLS
301 N Howes St #100
Fort Collins, Colorado 80521
(970) 221-4158

TOWN COUNCIL APPROVAL:

This Map to be known as LARSON PROPERTY ANNEXATION is approved and accepted to the Town of Johnstown, Colorado by Ordinance Number _____, passed and adopted on final reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado, held on the _____ day of _____, 20____

_____
Troy Mellon, Mayor

_____
Attest: Hannah Hill, Town Clerk

SURVEYOR NOTES:

1. Basis of Bearings: The East line of the Northeast Quarter of Section 6 as bearing North 00°44'06" West (assumed bearing) and Monumented as shown hereon.

2. Unit of measure is U.S. Survey Feet.

3. No rights-of-way or easements, except those shown hereon, were determined by this survey, nor was any research conducted to determine the existence of additional easements, per the request of the client.

4. This survey does not constitute a title search by the surveyor. For information regarding additional easements, Northern Engineering relied upon File Number: 459-H0664469 1-084-LL9, dated November 24, 2021 prepared by Heritage Title Company, Inc.

5. 30.0' of additional public right of way to be reserved for future dedication to the Town of Johnstown.

6. This Zoning Map is not a statutory monumented Land Survey as defined by the State of Colorado. Monuments shown hereon are for depicted reference purposes only.

7. The word "certify" or "certification" as shown and used hereon is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).

8. The status for all oil & gas wells and facilities are noted as defined by the Colorado Energy & Carbon Management Commission. Weld County oil & gas setback information is per Weld County Code, Sec. 23-3-50. Town of Johnstown oil & gas setback information is per Johnstown Land Use & Development Code, Chapter 17, Article 5.

DESCRIPTION: LARSON PROPERTY ZONING

A parcel of land being Lot B, Recorded Exemption No. 1059-06-2-RE-2515 recorded January 28, 2000 as Reception No. 2746724 of the Records of Weld County, Lot B, Recorded Exemption No. 1059-06-2-RE-2616 recorded January 28, 2000 as Reception No. 2746722 of the Records of Weld County, and the adjoining Weld County Road 15 Right of Way situate within the Northeast Quarter (NE1/4) of Section Six (6) and the Northwest Quarter of Section Five (5), Township Four North (T.4N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th/ P.M.), County of Weld, State of Colorado being more particularly described as follows;

BEGINNING at the East Quarter Corner of said Section 6 and assuming the East line of the Northeast Quarter of Section 6 as bearing North 00° 44' 06" West a distance of 2532.98 feet, and being monumented on the South by a #6 Rebar with a 3.25" Aluminum Cap stamped LS 23520 and on the North by a 1" Pipe with a 2.5" Aluminum Cap stamped LS 38065 with all other bearings contained herein relative thereto:

THENCE North 86° 38' 55" West along the Northerly line of Rolling Hills Ranch Annexation recorded October 4, 1996 as Reception No. 2514298 of the Records of Weld County and along the South line of the Northeast Quarter of said Section 6 a distance of 1359.33 feet to the Center-East Sixteenth Corner of Section 6;
THENCE North 86° 38' 55" West continuing along said Northerly line of Rolling Hills Ranch Annexation and along said South line of the Northeast Quarter of Section 6 a distance of 1359.33 feet to the Center Quarter Corner of said Section 6;
THENCE North 02° 02' 39" West along the Westerly line of Lot B, Recorded Exemption No. 1059-06-2-RE-2616 a distance of 1519.18 feet to the Northwest Corner of said Lot B;
THENCE South 86° 38' 55" East along the Northerly line of Lot B a distance of 1377.18 feet to the Northeast Corner of said Lot B, RE-2616 and to the Northwest Corner of Lot B, Recorded Exemption No. 1059-06-2-RE-2515;
THENCE South 86° 38' 55" East along the North line of said Lot B, RE-2515 a distance of 1376.29 feet to the East line of the Northeast Quarter of said Section 6 and to the Northeast Corner of said Lot B, RE-2515;
THENCE North 89° 15' 54" East a distance of 30.00 feet to the Easterly Right of Way line of Weld County Road 15;
The following Four (4) courses are along the Easterly Right of Way line of Weld County Road 15.
THENCE South 00° 44' 06" East a distance of 733.83 feet to the Northerly line of Paul Nelson Dairy Farm Annexation recorded March 1, 2006 as Reception No. 3366628 of the Records of Weld County;
THENCE South 00° 44' 06" East a distance of 782.61 feet;
THENCE South 00° 13' 12" East a distance of 0.84 feet to the Southerly line of said Paul Nelson Dairy Farm Annexation;
THENCE South 00° 13' 12" East a distance of 1.17 feet to the Northeast corner of said Rolling Hills Ranch Annexation;
THENCE North 86° 38' 55" West along the Northerly line of said Rolling Hills Ranch Annexation a distance of 30.06 feet to the POINT OF BEGINNING.

TOTAL ZONED AREA for the Larson Property Annexation is 4,183,676 square feet or 96.04 acres, more or less (±).

OWNERS APPROVAL AND DEDICATION:

Know all men by these presents that the undersigned, being the sole owner of the land described hereon, excluding public rights-of-way, request that the land described hereon be rezoned under the name of LARSON PROPERTY ZONING to the Town of Johnstown.

In witness whereof, we have hereunto set our hands and seal this _____ day of _____, 20____.

_____
OWNER: Johnstown North Investments, LLC
By: Larry S. Buckendorf, Authorized Agent

STATE OF COLORADO)
) SS
COUNTY OF WELD)

The foregoing instrument was acknowledged before me by _____

this _____ day of _____, 20____.

My commission expires:_____

_____
Notary Public

SURVEYOR'S CERTIFICATION:

I, Robert C. Tessely, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description of land proposed to be annexed to the Town of Johnstown, County of Weld, State of Colorado, was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge, information, belief, and in my professional opinion.

I further state that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous to the boundary line of the Town of Johnstown, County of Weld, State of Colorado.

_____
Robert C. Tessely - on behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #38470

NOTICE:
According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

SECTION: 5 & 6
TOWNSHIP: 4 N
RANGE: 67 W of the 6th PM

NORTHERN ENGINEERING
SURVEY | MUNICIPAL | LAND DEVELOPMENT
FORT COLLINS | GREELEY 970.221.4158 NORTHERNENGINEERING.COM

DATE: 09/28/2023
SCALE: 1" = 200'
REVIEWED BY: R. TESSELY
PROJECT: 1155-005
CLIENT: JOURNEY HOMES
DRAWN BY: S. PAQUIN

LARSON PROPERTY ZONING
LOT B, RE-2515, LOT B, RE-2616 AND WCR 15 ROW, WELD COUNTY, COLORADO

Sheet 1
Of 1 Sheet

LARSON ANNEXATION ZONING
CASE ANX22-001

Town Council Meeting

June 3, 2024

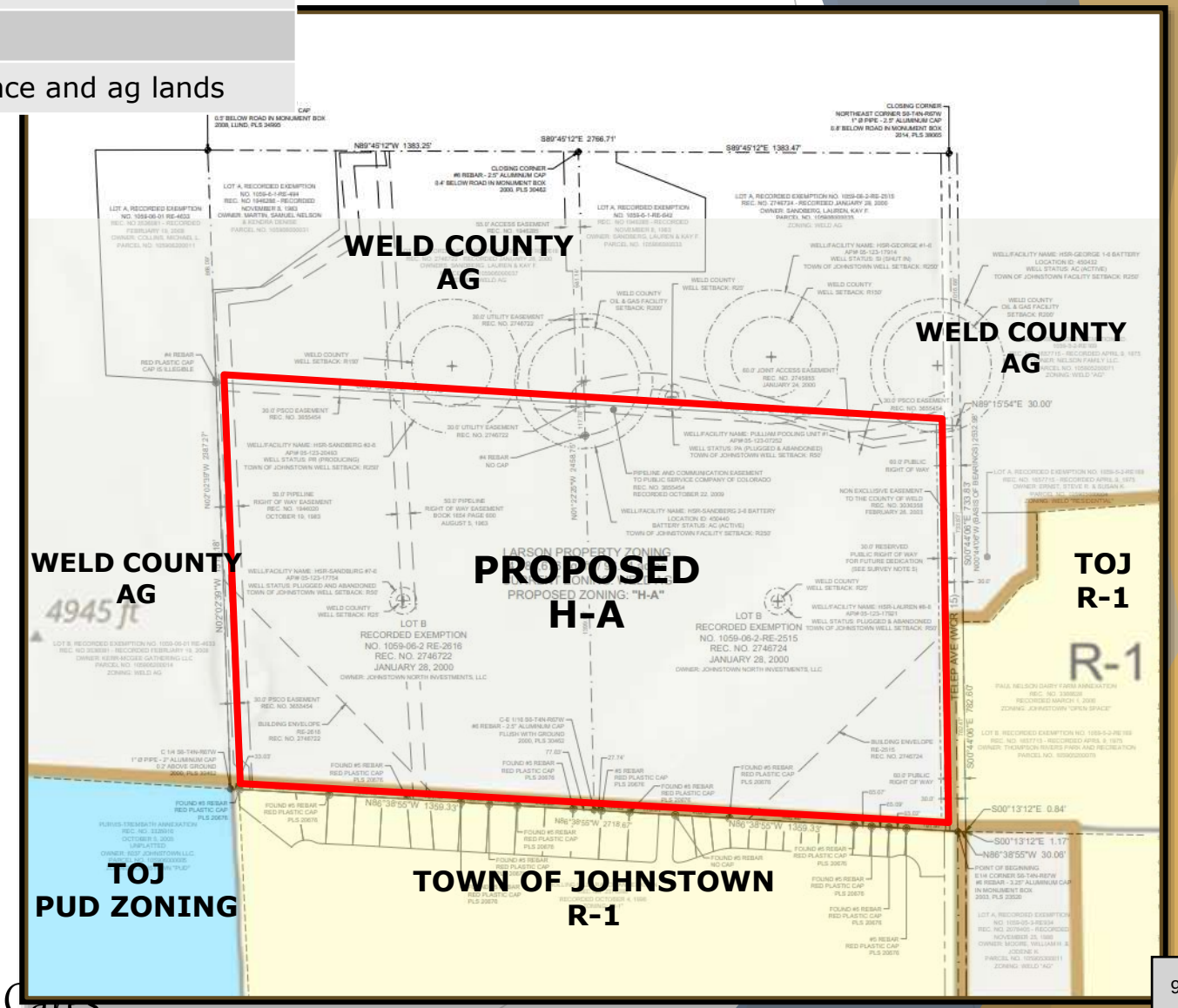
The Community that Cares

VICINITY MAP

- West side of Telep Avenue
- Immediately north of Rolling Hills subdivision
- South of County Road 50
- Approx. 96 acres
- Annexed pursuant to Ordinance 2024-241

ZONING MAP

ADJACENT ZONING & LAND USE	
NORTH	AG – Unincorporated Weld County – Existing residence and ag lands
EAST	R-1 – Residential – Thompson Parks Baseball Fields
SOUTH	R-1 – Residential – Rolling Hills Subdivision
WEST	AG – Unincorporated Weld County – Existing residence and ag lands



RECOMMENDATION

Approve Ordinance No. 2024-252 to establish H-A zoning on the property known as the Larson Annexation

Town of Johnstown

Building Permit Statistics

MARCH 2024

Single Family Residential
Current Month: 48 Issued ytd: 116

Commercial
*New Building Issued ytd 1

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
9	4	0	2	0	0	0

Other Residential (basements/alterations/additions)
Issued ytd 148

Other Commercial * (tenant finish/alterations/additions)
Issued ytd 17

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	($247,152,429.96)	($2,406,995.58)
Building permit fees	$315,587.24	$34,615.56
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$604,781	$185,730
Water Meter	$52,925	$6,900
Water Tap	$687,693	$369,447
Sewer Tap	$883,069	$98,714
Regional Sewer Development fees	$644,500	$0
Sewer Inspection Fee	$10,600	$0
Park	$52,500	$0
Use Tax	$676,086.38	$33,011.58
Larimer Use Tax	$52,372.20	$2,121.36
Open Space Impact Fee	$138,260	$0
Library Impact Fee	$132,966	$0
Public Facilities Impact Fee	$183,996	$0
Police Facilities Impact Fee	$83,757	$0
Transportation Facilities Impact Fee	$321,626	$0
402 Interchange Fee	$20,376	$0
High Plains Blvd Reimbursement Fee	$42,320	$0
School District Fee	N/A	N/A
TOTAL FEES (YTD)	**$4,903,414.82**	**$730,539.50**

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	116	38.67
1999	145	12.08				
2000	134	11.92		**TOTAL**	**6289**	
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.

Town of Johnstown

Building Permit Statistics

APRIL 2024

Single Family Residential
Current Month: 35 Issued ytd: 151

Commercial
*New Building Issued ytd 1

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
12	4	0	2	0	0	1

Other Residential (basements/alterations/additions)
Issued ytd 207

Other Commercial * (tenant finish/alterations/additions)
Issued ytd 25

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	($260,725,358.20)	($6,773,369.58)
Building permit fees	$411,142.13	$159,555.85
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$880,497	$185,730
Water Meter	$68,825	$17,381
Water Tap	$915,405	$454,125
Sewer Tap	$985,709	$98,714
Regional Sewer Development fees	$794,000	$0
Sewer Inspection Fee	$13,800	$0
Park	$68,500	$0
Use Tax	$888,216.60	$281,241.95
Larimer Use Tax	$77,895.95	$4,056.56
Open Space Impact Fee	$181,248	$0
Library Impact Fee	$174,306	$0
Public Facilities Impact Fee	$241,200	$0
Police Facilities Impact Fee	$109,797	$0
Transportation Facilities Impact Fee	$421,626	$0
402 Interchange Fee	$28,866	$0
High Plains Blvd Reimbursement Fee	$60,835	$0
School District Fee	N/A	N/A
TOTAL FEES (YTD)	**$6,321,868.68**	**$1,200,804.36**

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
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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.

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

May 17, 2024

Apex Sign Co.
dba Ad Light Group
Crystal Hodges
4150 Elati Street
Denver, CO 80216

Dear Ms. Hodges,

This letter is to inform Apex Sign Co. dba Ad Light Group that the existing Professional Services Agreement between the Town of Johnstown and Ad Light Group for services related to the Downtown Johnstown Wayfinding Phase 1 project be officially terminated as of May 6, 2024.

Per Section 5 of the Professional Services Agreement, the Town in writing may terminate the agreement effective immediately upon written notice. This letter serves as formal notice on behalf of the Town of Johnstown.

The Town of Johnstown extends a thank you for your services completed prior to the termination of the agreement. Should you have any questions please contact Sarah Crosthwaite, at SCrosthwaite@JohnstownCo.Gov.

Thank you,

Sarah Crosthwaite
Economic Development Manager
Town of Johnstown

Press Release

North Front Range Metropolitan Planning Organization (NFRMPO)

May 23, 2024

The NFRMPO is pleased to announce that Paul Sizemore of Fort Collins Colorado has accepted the position as the new Executive Director to lead the organization starting at the beginning of July 2024. Paul has been with the City of Fort Collins since 2013, most recently as the Director of Community Development & Neighborhood Services. He also has Metropolitan Planning Organization (MPO) experience with the Grand Valley MPO in Mesa County and previous planning and community development experience in Florida. Paul is a seasoned veteran with 20+ years of experience in the public sector. He is a values-driven public sector executive leader with a lifetime of experience building teams and systems, operationalizing strategic plans, preparing and implementing complex budgets, and delivering on organizational objectives.

“I am very excited about this opportunity” said Paul as he enjoys working with boards, commissions, and councils. “The main reason I was drawn to this position is the opportunity to work closely and collaboratively with elected officials from across the region; to broker compromises, build relationships, and accomplish more together than we can individually”.

“We are very pleased to have such an exceptional candidate to take over the leadership role for the NFRMPO” said Jon Mallo, the Chair of the NFRMPO. Over the past several years the NFRMPO has expanded to create a one call/one click transportation services center geared to people with disabilities and the elderly, is standing up the first Transportation Management Organization (TMO) in the region, and expanding transportation demand management work as additions to the federal and state requirements.

Congratulations to Paul!

About NFRMPO:
The North Front Range Metropolitan Planning Organization (NFRMPO) is an association of 15 local governments working together to improve regional transportation and air quality. NFRMPO provides short and long-range planning while prioritizing projects in those plans for state and federal funding. NFRMPO develops cooperative relationships and financial partnerships among our member governments, the Colorado Department of Transportation (CDOT), Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the private sector.