



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, August 21, 2023 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.](#) Loveland Fire Rescue Authority Presentation - Proposed Mill Levy Increase

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

CONSENT AGENDA

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

- [2.](#) August 7, 2023 Meeting Minutes
- [3.](#) Resolution 2023-31 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle-Income Families or Persons.
- [4.](#) July 2023 Financial Statements

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

- [5.](#) Police Department Renovation and Expansion Construction Manager at Risk Contract Award
- [6.](#) Equipment Purchase - Chassis for Snowplow
- [7.](#) RFP Award For Johnstown Annual Pavement Rehab Program, Phase I

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8. Intergovernmental Agreement Between the Town of Johnstown and Weld County for On Demand Transit Program

PUBLIC HEARING

9. Public Hearing - Resolution 2023-36 Approving the Final Subdivision Plat and Preliminary/Final Development Plan for The Row Townhomes at 2534
10. Resolution 2023-32 Approving the Service Plan for High Plains Estates Metropolitan District
11. Resolution 2023-33 Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1)
12. Resolution 2023-34 Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2)

NEW BUSINESS

13. Water and Sewer Service Agreement for The Row Townhomes at 2534, with MNC Holdings, LLC

MAYOR'S COMMENTS

COUNCIL REPORTS AND COMMENTS

INFORMATIONAL ITEMS

14. Informational Items

EXECUTIVE SESSION

15. An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a)

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.

LOVELAND FIRE RESCUE AUTHORITY



Johnstown Town Council

PROPOSED LOVELAND RURAL FIRE PROTECTION
DISTRICT MILL LEVY INCREASE

Tim Sendelbach – Fire Chief
Frazier Spearman – Business & Finance Manager

AGENDA



- **Overview of current funding model**
- **Intro to Loveland Fire Rescue Authority**
- **The economics of today's fire service**
- **Ballot Initiative Survey Results**
- **Raftelis Report: Tax Recommendations**

OUR FUNDING



City of Loveland – 82%

Loveland Rural Fire District – 18%

+

Service Fees

Total Budget for 2023 – \$22.4M

Fees

**Loveland Rural Fire District
18%**

**City of Loveland
82%**

PERSONNEL SERVICES

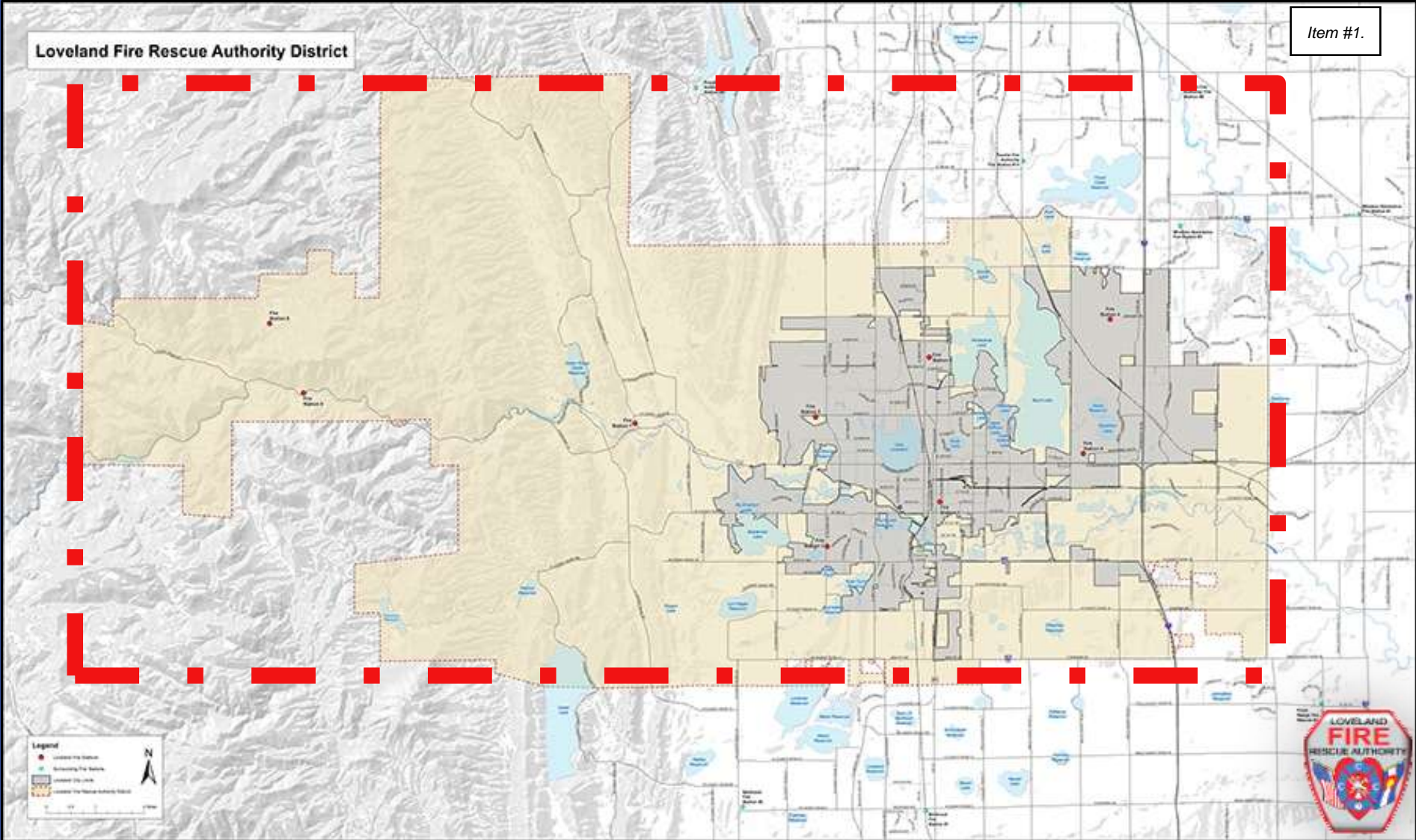
Salaries Benefits (74.8%)

OPERATING FUNDS

Supplies, Purchased Services, Capital Equipment (25.2%)

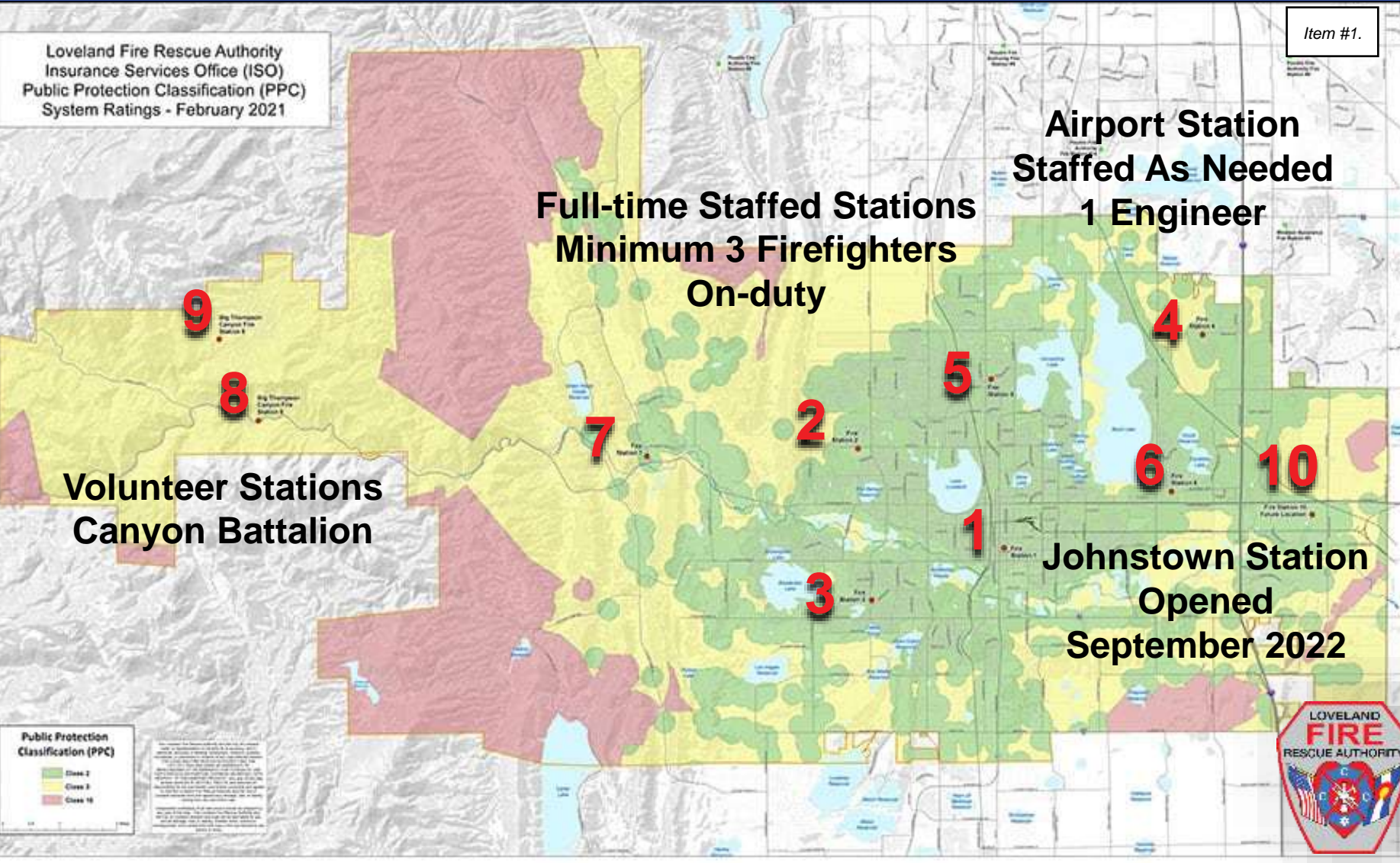
TOTAL BUDGET FOR 2023 – \$22.4M

Loveland Fire Rescue Authority District



LFRA Response Area – 187 Sq. Miles

Loveland Fire Rescue Authority
Insurance Services Office (ISO)
Public Protection Classification (PPC)
System Ratings - February 2021



**Full-time Staffed Stations
Minimum 3 Firefighters
On-duty**

**Airport Station
Staffed As Needed
1 Engineer**

**Volunteer Stations
Canyon Battalion**

**Johnstown Station
Opened
September 2022**

Public Protection Classification (PPC)

- Class 2
- Class 3
- Class 4

Public Protection Classification (PPC) is a system of fire insurance risk classification. It is based on the fire department's ability to respond to fires in a community. The system is used by insurance companies to determine the risk of fire in a community and to set fire insurance rates. The system is based on the fire department's ability to respond to fires in a community. The system is used by insurance companies to determine the risk of fire in a community and to set fire insurance rates.



Fire Station Locations

DOLLAR VALUE 2023



**\$1.6-2.4
Million**

\$1-1.25 Million



\$100-125k

\$85-100k



\$750-950k

\$500-650k



\$185-265k

\$150-225k

Courage - Commitment - Compassion

DOLLAR VALUE



**ESTIMATED
TOTAL TO PROTECT A
STRUCTURAL FIREFIGHTER**

\$25,500.00

+

**Wildland Gear - \$2,710
Tech Rescue - \$1,400
Ballistic Vest - \$700
2nd Set of PPE - \$3,559**

\$33,760.00

+

**15 Weeks of
BASIC Training**

LOVELAND FIRE RESCUE AUTHORITY

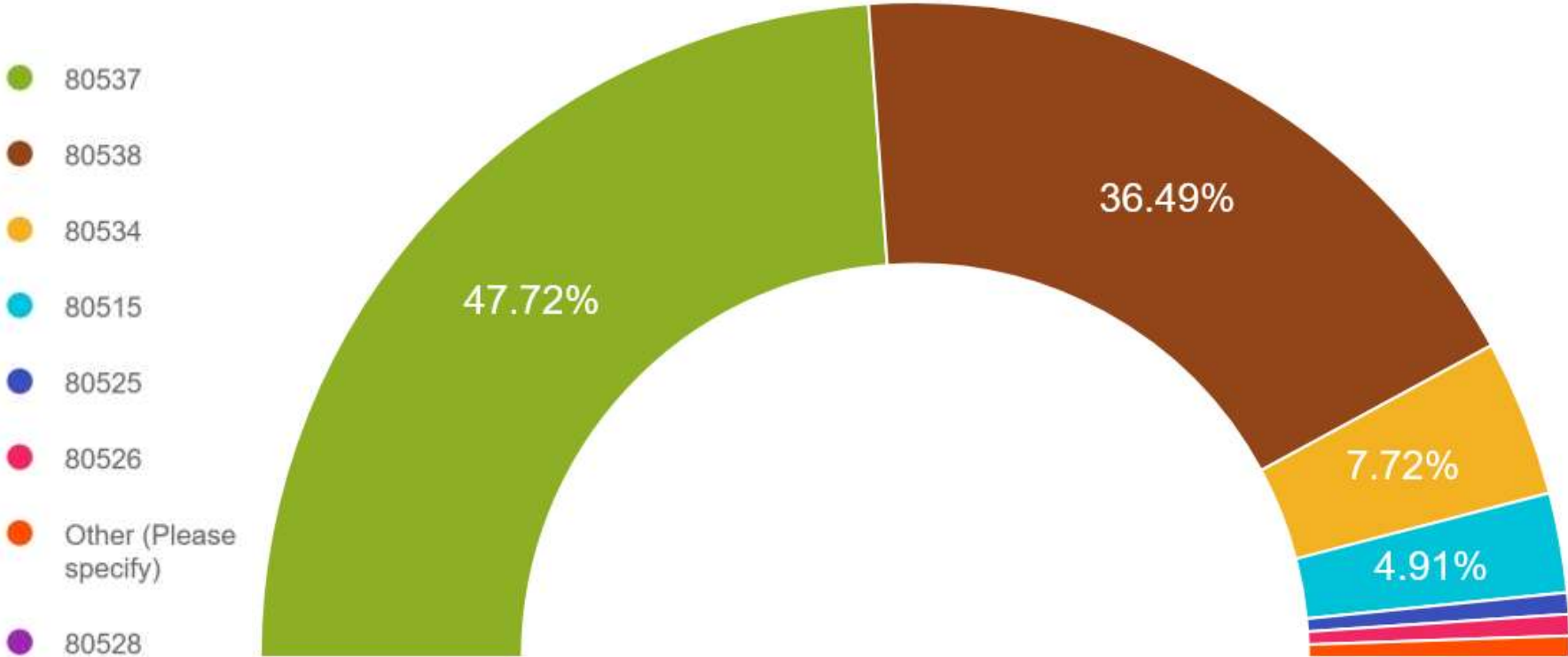


Citizen Survey Results

Survey Takeaways

- 1. Exceptional approval ratings:** Voters in both Loveland and the rural district strongly approve of the job LFRA does protecting the community. LFRA can leverage this good will among community members to raise awareness about its funding needs and proposals.
- 2. Support for ballot questions:** Survey respondents in both the City and Rural district had 60 percent+ support for respective ballot questions.
- 3. Funding priorities:** There was strong alignment in both the City and Rural surveys for the priorities set forth by LFRA—primarily addressing staffing needs and wildfire readiness. Training center was least important priority in both surveys.
- 4. Tax concerns:** Respondents who are opposed generally express concerns about overall taxation levels, living on fixed incomes and upcoming increases in property taxes.
- 5. Additional education:** LFRA may want to address concerns around double taxation (rural residents paying sales tax on purchases in the city), growth in Johnstown not “paying its share” and how increases in assessment rates impact LFRA funding.

ZIP Code of Respondents

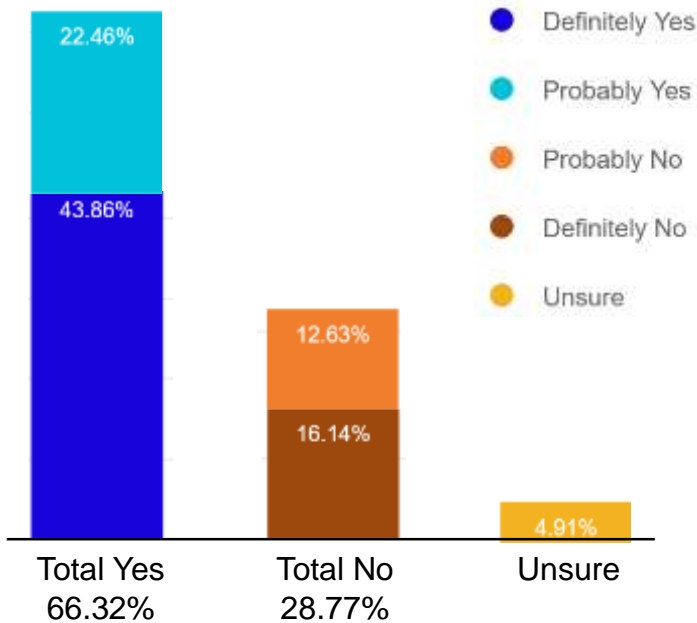


LRFPD Mill Levy Ballot Question

Shall Loveland Rural Fire Protection District taxes be increased by up to \$1,455,687 in 2024 and in each year thereafter from an increase in the district's mill levy imposed to a rate of 11.186 mills with such tax proceeds to be used for the following district operational and capital expenses to maintain service levels in the district, address staffing needs, and improve training for professional firefighting staff, including:

- Hiring, training, and equipping additional sworn firefighters to meet minimal staffing levels for the Authority's current and future service demands;*
- Modernizing and equipping the existing training facility with the necessary instructional props and facilities to offer realistic training for firefighters and fire officers of all experience levels; and*
- Providing equipment, staffing, training, and mitigation resources to address wildfires and to help reduce wildfire risk across the Authority's service area;*

and shall all expenditures be made by the Loveland Fire Rescue Authority board with the requirement that the funds will be subject to an annual independent audit published on the Authority's web site, and shall the proceeds be allowed to be collected by the district and spent notwithstanding any other limitation provided by law?



LOVELAND FIRE RESCUE AUTHORITY



LFRA Fire Safety Tax

RAFTELIS RECOMMENDATIONS



RECOMMENDATIONS		
City of Loveland	Base	Proposal
Property Tax (Mills)	9.564	14.478
Sales Tax (%)	3.00%	3.37%
LRFPD	Base	Recommendation
Property Tax (Mills)	8.708	11.186
No Sales Tax Option	X	X

COMPARABLE MILL LEVIES



Local Fire District Mill Levies

Comparative Data 2022	
Department	Mills
Windsor-Severance Fire Protection District	8.25
Loveland Rural Fire Protection District	8.837
Loveland Rural Fire Protection District (proposed)	11.19
Front Range Fire Rescue	11.64
Loveland City	9.564
Poudre Valley Fire Protection District	10.82
Berthoud Fire Protection District	13.850
Wellington Fire Protection District	15
Boulder Rural Fire Protection District	15.75
Mountain View Fire Protection District	16.25

LOVELAND FIRE RESCUE AUTHORITY



Johnstown Town Council

PROPOSED LOVELAND RURAL FIRE PROTECTION
DISTRICT MILL LEVY INCREASE

Tim Sendelbach – Fire Chief
Frazier Spearman – Business & Finance Manager



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, August 07, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Dominguez

Councilmember Molinar

Councilmember Morris

Councilmember Paranto

Councilmember Young

Mayor Mellon

Absent:

Councilmember Berg

AGENDA APPROVAL

Councilmember Young moved to approve the agenda.

Councilmember Morris seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Crosthwaite, Economic Development Manager, presented Dashing Hair and Beauty Business of the Month for August.

2. 2022 Financial Audit Presentation

Stephanie Grassick, representing John Cutler, presented the 2022 Johnstown Audit.

PUBLIC COMMENT

Holly Reed spoke to the drainage issues in Country Acres.

Rebecca and Mike Knolton also noted issues with drainage in Country Acres.

Jim Hatfield and citizens from Clearview Neighborhood spoke to railroad crossing being needed by the new school.

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Alexandra Wolff noted that curbs are unfinished along the sidewalk in the Clearview area by the new school.

Wendy Iniguez-Body inquired on the police department presence prior to signage being installed.

A comment was read into the record from Glen Saraduke regarding the Johnstown meteorite.

Christian Jones, spoke to the Metro-district in Thompson River Ranch.

Angie Swanson spoke to flooding in Downtown.

CONSENT AGENDA

Councilmember Molinar moved to approve the consent agenda.

Councilmember Paranto seconded and the motion passed.

3. July 17, 2023 Meeting Minutes
4. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 10, with Ledge Rock Center, LLC
5. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 9, with Ledge Rock Center, LLC
6. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 8 A/B, with Ledge Rock Center, LLC
7. Water and Sewer Service Agreement for Ledge Rock Center Commercial Building 8E, with Ledge Rock Center, LLC
8. Infrastructure Reimbursement Agreement with Revere at Johnstown Metropolitan District No. 3, for Revere at Johnstown Filing No. 1, concerning a water line
9. Water and Sewer Service Agreement for GYS Flex site, with GYS Development, LLC
10. Water and Sewer Service Agreement for Elwell Elementary School, with Weld County School District RE-5J
11. Water and Sewer Service Agreement - Roosevelt High School with Weld County School District RE-5J
12. July 2023 Additional List of Bills

TOWN MANAGER REPORT

13. Town Manager's Report

Matt LeCerf, Town Manager, presented the report attached to the packet.

TOWN ATTORNEY REPORT

The Town Attorney did not have a report.

NEW BUSINESS

14. Resolution 2023-30: Allocating Revenues Collected From The Library And Cultural Facilities Development Fee Between Library And Cultural Purposes

Mr. LeCerf presented this item to Council noting a proposed new distribution for the Library and Cultural Facilities Impact Fee. The proposed change would go into effect on October 1, 2023. If approved, the resolution would redistribute the impact fee based on the following proportionate: Library- 50%; Public Art – 40%; Historical Applications – 10%.

Council asked for clarification on what those funds would be, and what they can be spent on. Mr. LeCerf noted options and clarified these funds can only go towards capital expenses.

Councilmember Young moved to approve Resolution 2023-30 as presented

Councilmember Paranto seconded and the motion passed.

PUBLIC HEARING

15. New Hotel & Restaurant Liquor License Application for Cocina & Cantina

Mayor Mellon opened the public hearing.

Hannah Hill, Town Clerk, presented this item noting the application has met all requirements in the liquor licensing processing.

The applicant addressed Town Council, providing background on experience. It was noted this location would be the fourth restaurant in Colorado.

Council asked for clarification on other locations having liquor licenses and if any had violations on the liquor licenses. The applicant noted there were no violations on any of their restaurants.

Erin McCullough representing Oedipus Petitioning noted the petition was completed with 64 signatures.

Mayor Mellon opened public comment in the public hearing to those in favor of this item, to which there was none.

Mayor Mellon opened public comment in the hearing to those opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Dominguez moved to approve the Hotel & Restaurant Liquor License to Cocina & Cantina Mexican Restaurant and authorize the Mayor to sign the Order Granting a Hotel & Restaurant License.

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris noted a pool committee survey will be sent out shortly.

Councilmember Young noted the Historical Society of Johnstown and Milliken putting together the ten year anniversary event of the 2013 flood.

MAYOR'S COMMENTS

Mayor Mellon noted several items:

- a semi-annual call for projects from the MPO is out.
- Via Mobility is accessible for residents in Johnstown
- Mead is looking to add an exit to I-25
- CML is hosting local regional meetings
- Larimer County Fair attendance

INFORMATIONAL ITEMS

16. Informational items

Informational items were included in the packet.

EXECUTIVE SESSION

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

Councilmember Molinar moved to recess to executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a) and An executive session to discuss the purchase of real property pursuant to C.R.S. Section 24-6-402(4)(a).

Councilmember Young seconded and Council recessed into executive session at 8:13 pm.

Council re-convened at 8:48 pm and Mayor Mellon noted that the Council made no decisions in the session and the only item discussed was instructions to negotiations.

ADJOURN

Mayor Mellon adjourned the meeting at 8:49 pm.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: August 21, 2023

SUBJECT: Resolution 2023-31 Approving Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

ATTACHMENTS:

1. Resolution 2023-31
2. PAB Johnstown Allocation Letter 2023
3. 2023 Johnstown Carryforward PAB Certificate

PRESENTED BY: Sarah Crosthwaite, Economic Development Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is Resolution 2023-31 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

For reference the Town was allocated \$1,085,227 in Private Activity Bonds (PAB) from the Colorado Department of Local Affairs (DOLA) for FY 2023. The allocation amount was determined utilizing 2021 population estimates. The Town would like to utilize the PABs for a future affordable housing project. Per Internal Revenue Code, the Town can carryforward up to three years of PAB allocations and by the 4th year, issue the bonds to fund a qualifying project. The Town is assuming we will continue to receive a PAB allocation for the next 3 years.

The intent of Resolution 2023-31 is not to issue the allocated PABs this year but instead build up a reserve for the next three years while also finding additional capital to fund an affordable housing project.

The Town has identified a potential project in partnership with the Housing Authority of the Town of Johnstown that would create 36 new multi-family units adjacent to the existing multi-

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family property located at 202 North Greeley Avenue, Johnstown, Colorado 80534. The potential project will serve to benefit residents of the Town and provide safe, reliable, and affordable housing.

As required per DOLA, the Town has identified a firm to serve as the bond counsel. Kutak Rock LLP has reviewed the Resolution to ensure compliance with DOLA and the IRS.

LEGAL ADVICE:

The Town Attorney and Bond Counsel Kutak Rock LLP have reviewed Resolution 2023-31.

FINANCIAL ADVICE:

The Town will file with the Internal Revenue Service in February 2024, Form 8328 as required.

RECOMMENDED ACTION: Approve Resolution 2023-31 Declaring the Intent of the Town of Johnstown, Colorado to Issue Revenue Bonds in Connection with Financing Residential Facilities for Low- & Middle- Income Families or Persons.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-31**

**RESOLUTION DECLARING THE INTENT OF THE TOWN OF
JOHNSTOWN, COLORADO TO ISSUE REVENUE BONDS IN
CONNECTION WITH FINANCING RESIDENTIAL FACILITIES FOR
LOW-AND MIDDLE-INCOME FAMILIES OR PERSONS**

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

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

WHEREAS, the Town has been awarded \$1,085,227 (the “2023 Allocation”) of 2023 private activity bond volume cap allocation for the State of Colorado (the “State”) and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the County and Municipality Development Revenue Bond Act, constituting Article 3 of Title 29, Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes, as amended (the “Supplemental Act”), authorize the Town to finance or refinance one or more projects to the end that residential facilities for low- and middle-income families or persons, intended for use as the sole place of residence by the owners or intended occupants, may be provided in order to promote the public health, welfare, safety, convenience and prosperity; and

WHEREAS, in order to carryforward the Town’s 2023 Allocation, the Town desires to declare its intention to issue multifamily revenue bonds, in one or more series, in connection with financing residential facilities for low- and middle-income families or persons intended for use as the sole place of residence by the owners or intended occupants thereof, which facilities will be located within the boundaries of the Town and other participating jurisdictions; and

WHEREAS, the Town intends to issue multifamily revenue bonds, in one or more series, in an amount not to exceed \$1,085,227 of its direct private activity bond volume cap allocation for 2023 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act); and

WHEREAS, such private activity bond volume cap allocation shall be utilized by the Town pursuant to the Allocation Act.

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

Section 1. In order to benefit the residents of the Town, the Town hereby declares its

intent to issue its revenue bonds to finance multifamily projects in one or more series (the “Bonds”) in an aggregate principal amount not to exceed \$1,085,227 (plus any additional amounts that the Town may be awarded from the statewide balance pursuant to the Allocation Act), which shall be used in connection with financing residential facilities for low-and middle-income families or persons intended for use as the sole place of residence of the owners or intended occupants thereof, which residential facilities shall be located within the boundaries of the Town and other participating jurisdictions.

Section 2. In connection with the management and preservation of the Town’s private activity bond volume cap allocations, the Town is hereby authorized to execute any Internal Revenue Service (“IRS”) form and to enter into assignment agreements and delegation agreements with other Colorado “issuing authorities” as defined in Section 24-32-1703(12), Colorado Revised Statutes, as amended. The Town Manager is hereby authorized and directed to execute any such IRS form and to execute and deliver any assignment agreements or delegation agreements and any other documents that are necessary in order to manage and preserve the Town’s private activity bond volume cap allocations. It is the specific intent of the Town Council that this Resolution shall also apply to any amounts that are awarded to the Town from the statewide balance or other issuing authorities pursuant to the Allocation Act. The appropriate officers of the Town are hereby authorized to apply for an award from the statewide balance pursuant to the Allocation Act.

Section 3. The Town Council hereby finds, determines, recites and declares that the Bonds shall not constitute any multiple-fiscal year or indirect debt or other financial obligation whatsoever of the Town or the State or any political subdivision of the State within the meaning of any provision or limitation of the State Constitution or statutes, and the Bonds shall not constitute or give rise to a pecuniary liability of the Town or a charge against the Town’s general credit or taxing powers, or ever be deemed to be an obligation or agreement of any council member, officer, director, agent or employee of the Town in such person’s individual capacity, and none of such persons shall be subject to any personal liability by reason of the issuance of the Bonds.

Section 4. The Town Council hereby finds, determines, recites and declares that the issuance of the Bonds in connection with financing such residential facilities will promote the public purposes set forth in the Act, including, without limitation, assisting persons or families of low- and middle-income in obtaining adequate, safe and sanitary housing.

Section 5. The Town Council hereby finds, determines, recites and declares the Town’s intent that this Resolution constitutes an official indication of the present intention of the Town to issue the Bonds, as herein provided.

Section 6. All actions not inconsistent with the provisions of this Resolution heretofore taken by the Board or any officer or employee of the Town in furtherance of the issuance of the Bonds are hereby ratified, approved and confirmed.

Section 7. All prior acts, orders or resolutions, or parts thereof, of the Town in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive an act, order or resolution, or part thereof, heretofore repealed.

Section 8. If any section, paragraph, clause or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section,

paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution.

Section 9. All bylaws, orders or resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency, and, if so repealed, no other bylaw, order or resolution, or part thereof, shall be revived.

Section 10. The Town Council hereby appoints Kutak Rock LLP as bond counsel in connection with the issuance of the Bonds.

Section 11. This Resolution shall take effect immediately upon its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21ST day of August, 2023.

TOWN OF JOHNSTOWN

BY: _____
Troy D. Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk



January 14, 2023

Matt LeCerf, Town Manager
Town of Johnstown
450 S Parish Ave.
Johnstown, CO 80534

Re: 2023 Private Activity Bond Allocation of \$1,085,227

Dear Mr. LeCerf:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2023 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 17-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or wayne.mcclary@state.co.us.

Sincerely,

Rick M. Garcia
Executive Director



**CERTIFICATE REQUIRED BY SECTION 24-32-1709(2)(c)
OF THE COLORADO REVISED STATUTES, AS AMENDED**

As an official of Town of Johnstown, Colorado responsible for the supervision of the issuance of its private activity bonds (the “Bonds”), I DO HEREBY CERTIFY that the Town of Johnstown, Colorado will proceed with diligence to insure the issuance of such Bonds within the time period commencing the date hereof and ending December 31, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023.

TOWN OF JOHNSTOWN,
COLORADO

By _____
Matthew LeCerf
Town Manager

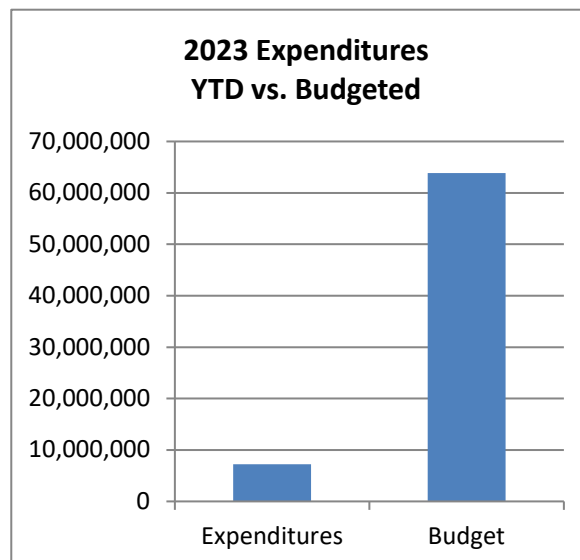
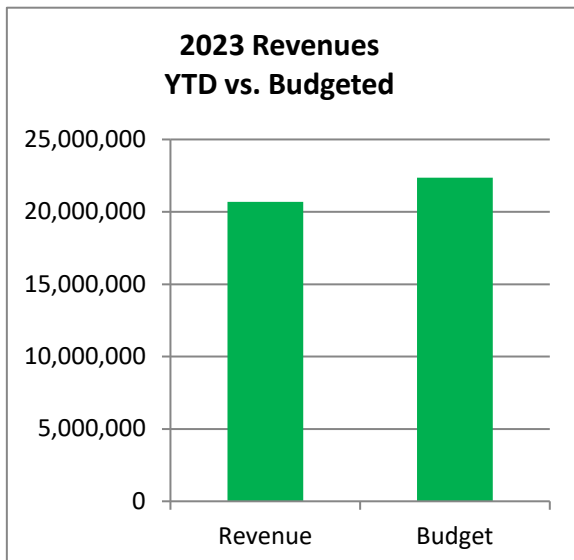
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending July 31, 2023
Unaudited

Item #4.

General Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance*	89,263,737	89,263,737	
Revenues:			
Taxes & Fees	15,757,083	19,417,534	81.1%
Licenses & Permits	2,685,485	1,963,700	136.8%
Fines & Forfeitures	141,336	175,500	80.5%
Intergovernmental	63,082	25,000	252.3%
Earnings on Investment	1,282,074	15,000	8547.2%
Miscellaneous Revenue	754,950	757,500	99.7%
<i>Transfers In</i>	-	-	
Total Operating Revenues	20,684,010	22,354,234	92.5%
Expenditures:			
Legislative	380,067	831,440	45.7%
Town Manager	670,314	1,442,430	46.5%
Town Clerk	231,852	441,910	52.5%
Finance	278,610	450,870	61.8%
Planning	217,009	566,310	38.3%
Reimbursements	320,454	700,000	45.8%
Building Inspections	193,003	413,820	46.6%
Police	3,294,690	6,006,610	54.9%
Public Works	469,016	761,350	61.6%
Buildings	175,352	288,100	60.9%
<i>Transfers Out</i>	1,029,300	51,945,508	2.0%
Total Expenditures	7,259,668	63,848,348	11.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	13,424,342	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	102,688,080	47,769,623	

* - Unaudited

58% of the fiscal year has elapsed



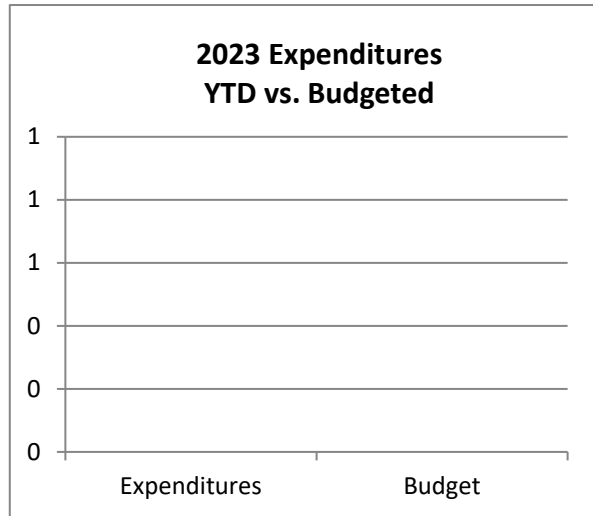
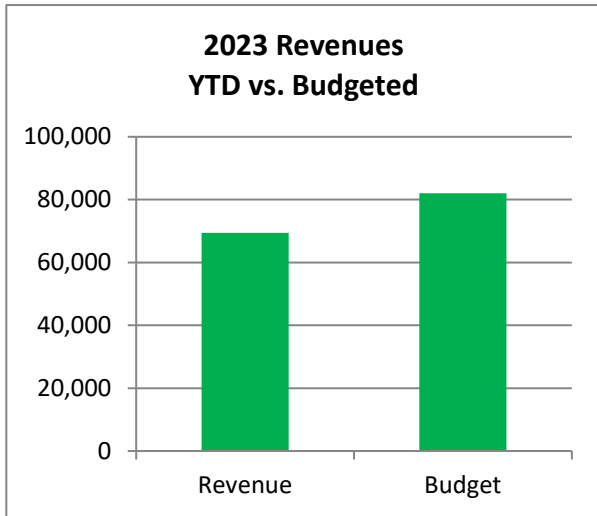
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Conservation Trust Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance	132,112	132,112	
Revenues:			
Intergovernmental	66,424	82,000	81.0%
Earnings on Investment	4,026	50	8052.0%
	<hr/>	<hr/>	
Total Operating Revenues	70,450	82,050	85.9%
	<hr/>	<hr/>	
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
	<hr/>	<hr/>	
Total Expenditures	-	-	
	<hr/>	<hr/>	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	70,450	82,050	
	<hr/>	<hr/>	
Ending Fund Balance*	202,562	214,162	
	<hr/> <hr/>	<hr/> <hr/>	

* - Unaudited

58% of the fiscal year has elapsed



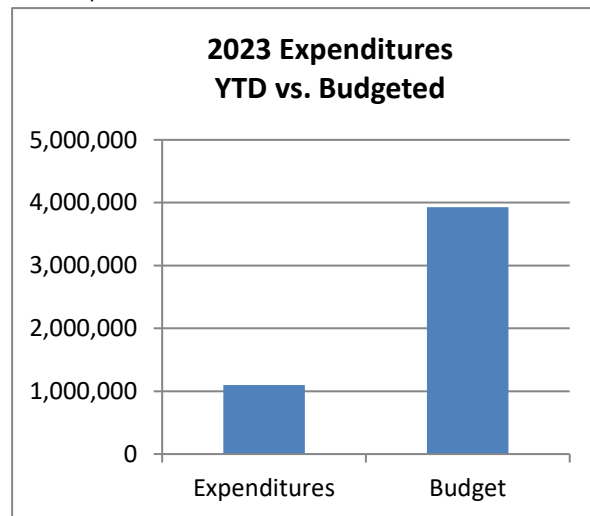
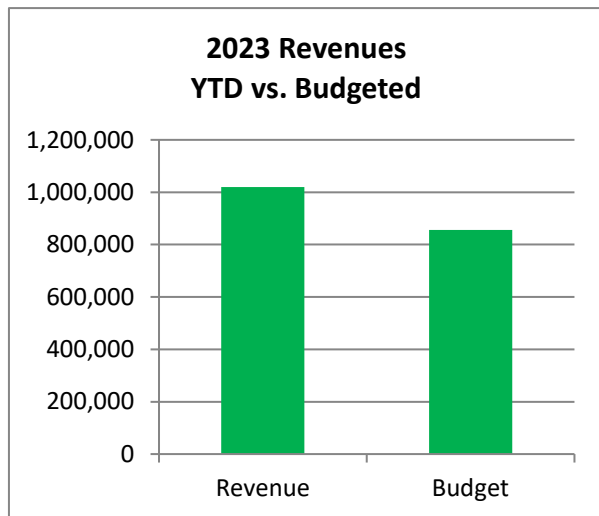
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Parks and Open Space Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance*	7,992,579	7,992,579	
Revenues:			
Taxes & Fees	837,173	786,030	106.5%
License & Permit	690	500	138.0%
Earnings on Investment	83,339	2,000	4166.9%
Miscellaneous Revenue	48,796	17,000	287.0%
<i>Transfers In</i>	50,000	50,000	100.0%
Total Operating Revenues	<u>1,019,997</u>	<u>855,530</u>	119.2%
Expenditures:			
Operations	444,546	2,905,000	15.3%
Capital Outlay	654,009	1,024,940	63.8%
<i>Transfers Out</i>	-	-	
Total Expenditures	<u>1,098,554</u>	<u>3,929,940</u>	28.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(78,558)</u>	<u>(3,074,410)</u>	
Ending Fund Balance*	<u><u>7,914,021</u></u>	<u><u>4,918,169</u></u>	

* - Unaudited

58% of the fiscal year has elapsed



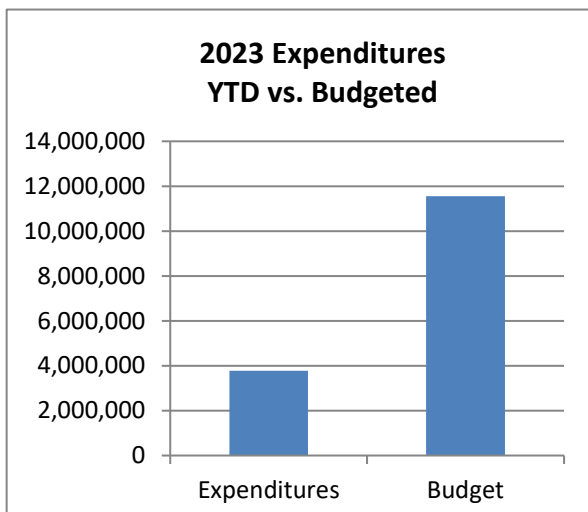
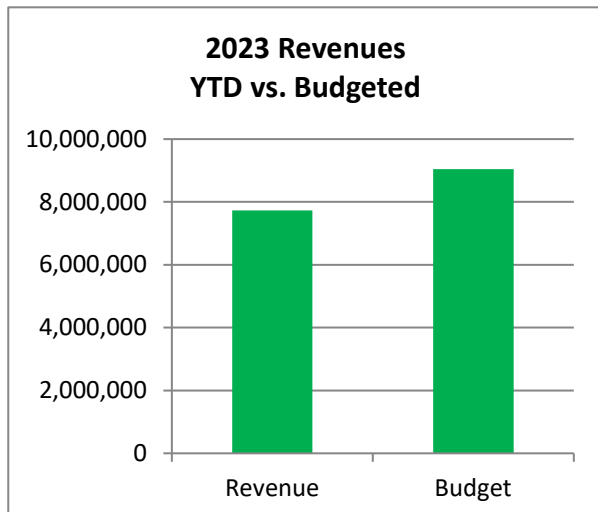
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Street and Alley Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance	17,863,626	17,863,626	
Revenues:			
Taxes & Fees	2,982,377	4,171,405	71.5%
Intergovernmental	361,008	1,290,000	28.0%
Charges for Services	584,184	945,000	61.8%
Capital Investment Fees	2,148,576	1,174,000	183.0%
Earnings on Investment	205,103	10,200	2010.8%
Miscellaneous Revenues	3,090	-	
Tranfers In	1,450,000	1,450,000	100.0%
Total Operating Revenues	7,734,337	9,040,605	85.6%
Expenditures:			
Operations & Maintenance	3,406,764	3,698,790	92.1%
Capital	369,360	7,848,000	4.7%
Total Expenditures	3,776,124	11,546,790	32.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,958,214	(2,506,185)	
Ending Fund Balance*	21,821,839	15,357,441	

* - Unaudited

58% of the fiscal year has elapsed



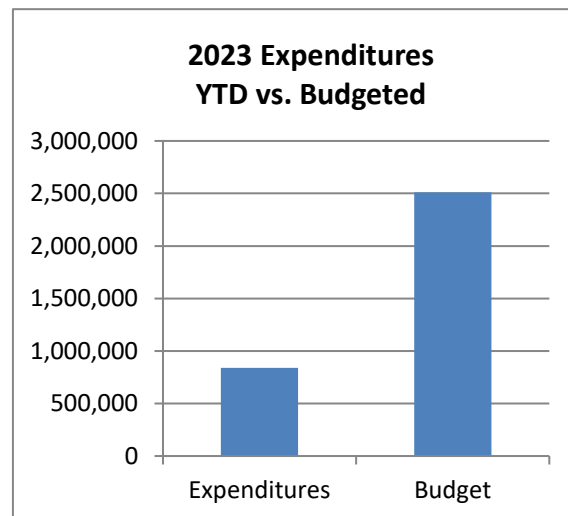
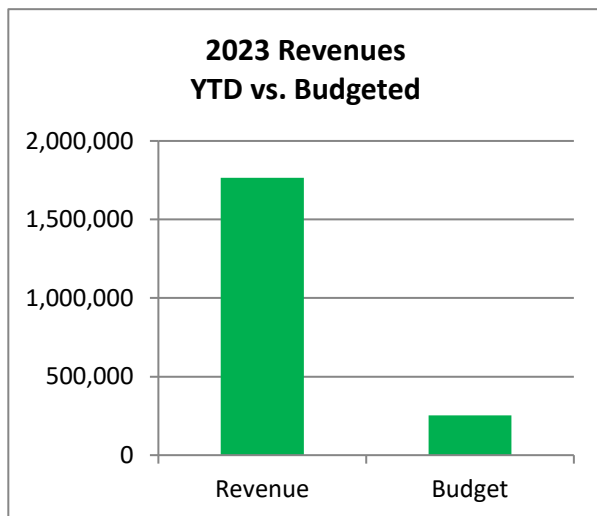
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Capital Projects Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance	10,868,807	10,868,807	
Revenues:			
Taxes and Fees	1,457,527	300,000	485.8%
Miscellaneous Revenue	-	-	
Interest	308,064	2,200	14002.9%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	<u>1,765,591</u>	<u>252,200</u>	700.1%
Expenditures:			
Capital Outlay	838,120	2,511,500	33.4%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	<u>838,120</u>	<u>2,511,500</u>	33.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>927,471</u>	<u>(2,259,300)</u>	
Ending Fund Balance*	<u>11,796,278</u>	<u>8,609,507</u>	

* - Unaudited

58% of the fiscal year has elapsed

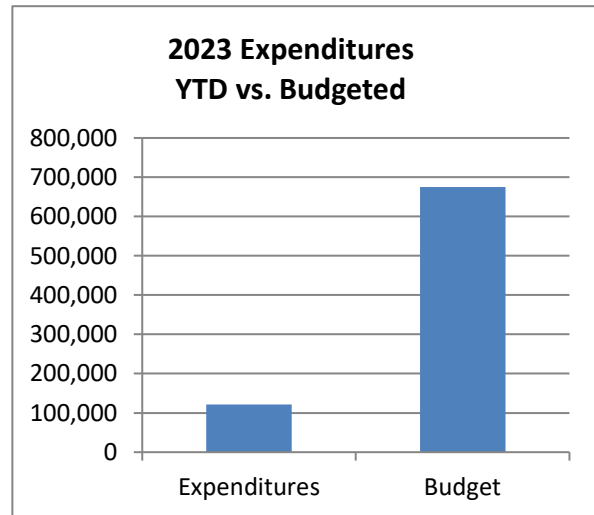
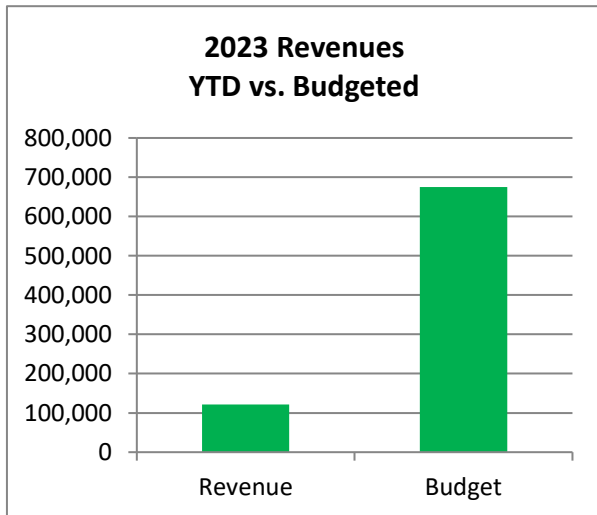


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending July 31, 2023
Unaudited

Tax Allocation Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance	41,435	41,435	
Revenues:			
Taxes & Fees	121,747	675,000	18.0%
Earnings on Investment	-	-	
	121,747	675,000	
Total Operating Revenues	121,747	675,000	18.0%
Expenditures:			
Miscellaneous	121,747	675,000	18.0%
Total Expenditures	121,747	675,000	18.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	41,435	41,435	

* - Unaudited

58% of the fiscal year has elapsed

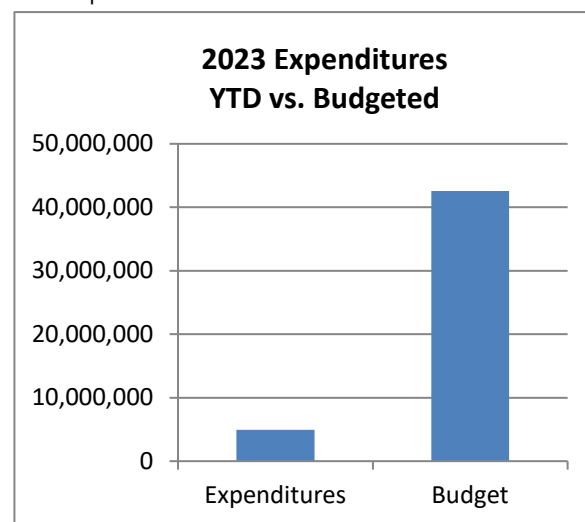
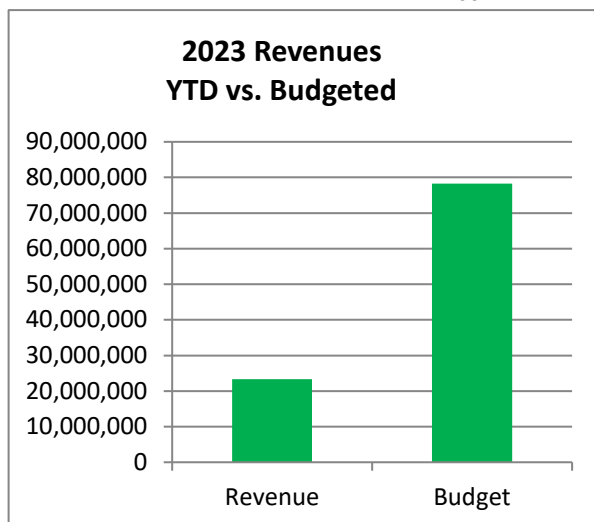


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending July 31, 2023
Unaudited

	2023 Actuals July	2023 Adopted Budget	%
Water Fund			Complete
Beginning Cash Balance	18,030,853	18,030,853	
Revenues:			
Charges for Services	2,486,599	4,555,000	54.6%
Total Operating Revenues	2,486,599	4,555,000	54.6%
Expenses:			
Administration	109,865	235,300	46.7%
Operations	1,999,213	4,365,350	45.8%
Capital Outlay	1,904,973	36,417,280	5.2%
Depreciation	317,422	970,000	32.7%
Transfers Out	600,000	600,000	100.0%
Total Operating Expenses	4,931,473	42,587,930	11.6%
Operating Income (Loss)	(2,444,873)	(38,032,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	1,720,338	1,357,605	126.7%
Capital Investment Fees	1,500,734	1,147,945	130.7%
Misc. Revenues	17,185,675	71,226,500	24.1%
Interest Expense	437,869	20,000	2189.3%
Total Non-Operating Revenues (Expenses)	20,844,616	73,752,050	28.3%
Excess (Deficiency) of Revenues and Other Sources over Expenses	18,399,742	35,719,120	
Ending Cash Balance*	36,430,595	53,749,973	

* - Unaudited

58% of the fiscal year has elapsed

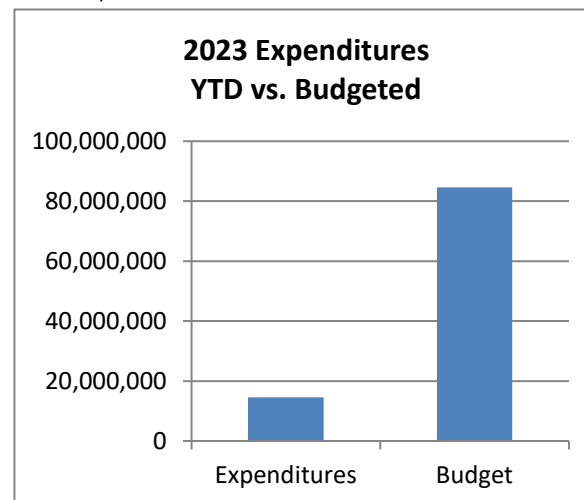
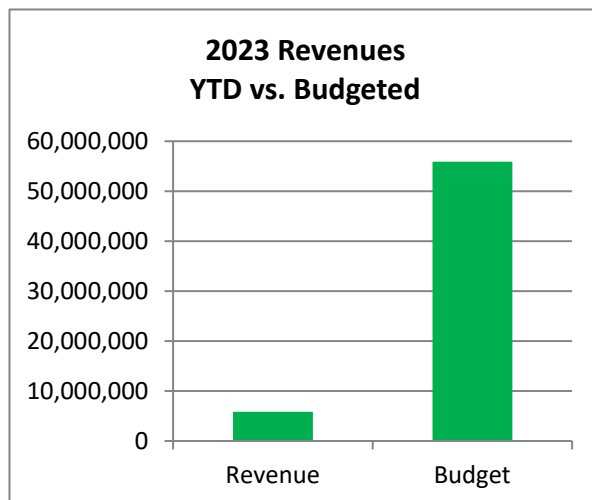


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending July 31, 2023
Unaudited

Sewer Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Cash Balance	42,699,361	42,699,361	
Revenues:			
Charges for Services	1,947,473	3,181,500	61.2%
Total Operating Revenues	1,947,473	3,181,500	61.2%
Expenses:			
Administration	100,045	227,750	43.9%
Operations	1,107,939	2,087,960	53.1%
Capital Outlay	12,030,972	78,381,000	15.3%
Depreciation	306,110	1,200,000	25.5%
Debt Service	976,575	2,764,000	35.3%
	-	-	
Total Operating Expenses	14,521,642	84,660,710	17.2%
Operating Income (Loss)	(12,574,168)	(81,479,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	2,814,610	3,218,560	87.4%
Misc. Revenues	36,085	18,900	190.9%
Interest Expense	1,673,553	100,000	1673.6%
Transfers In/(Out)	(600,000)	49,400,000	
Total Non-Operating Revenues (Expenses)	3,924,248	52,737,460	7.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(8,649,920)	(28,741,750)	
Ending Cash Balance*	34,049,441	13,957,611	

* - Unaudited

58% of the fiscal year has elapsed



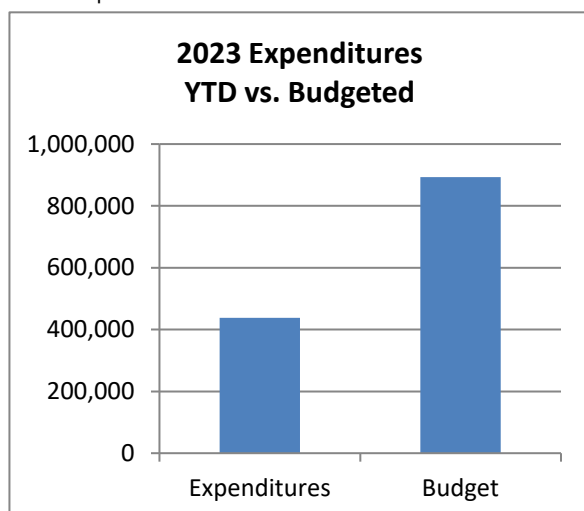
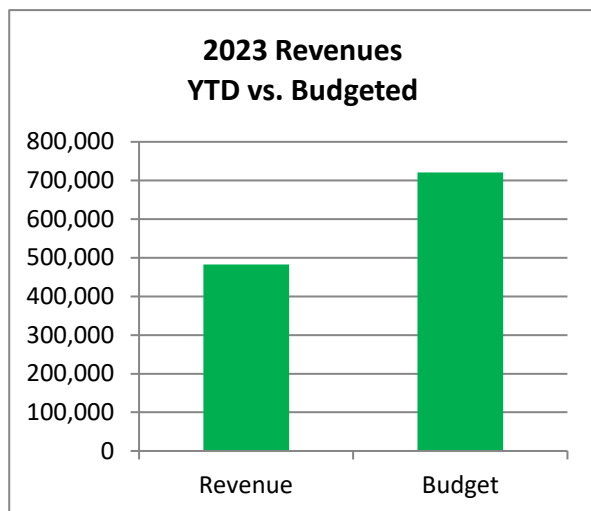
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Drainage Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Cash Balance	3,977,376	3,977,376	
Revenues:			
Charges for Services	305,757	500,000	61.2%
Total Operating Revenues	305,757	500,000	61.2%
Expenses:			
Administration	70,561	150,400	46.9%
Operations	117,860	493,025	23.9%
Capital Improvements	-	-	
Transfer Out	250,000	250,000	100.0%
Total Operating Expenses	438,421	893,425	49.1%
Operating Income (Loss)	(132,664)	(393,425)	
Non-Operating Revenues (Expenses)			
Capital Revenues	118,602	220,000	53.9%
Misc. Revenues	-	-	
Interest Expense	58,615	1,000	5861.5%
Total Non-Operating Revenues (Expenses)	177,217	221,000	80.2%
Excess (Deficiency) of Revenues and Other Sources over Expenses	44,553	(172,425)	
Ending Cash Balance*	4,021,929	3,804,951	

* - Unaudited

58% of the fiscal year has elapsed



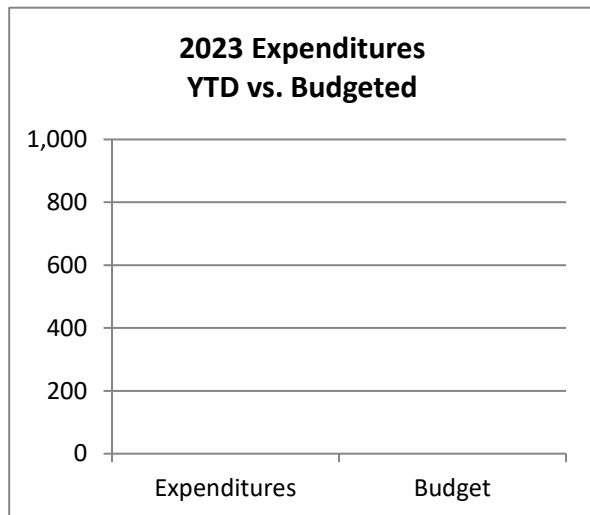
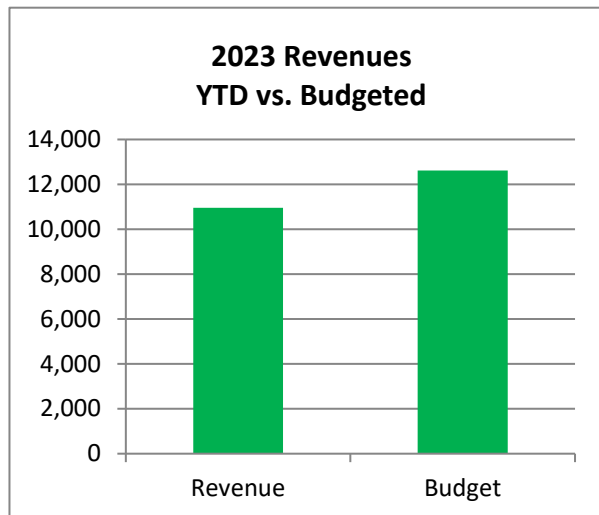
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Cemetery Perpetual Fund	2023 Actuals July	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	168,889	168,889	
Revenues:			
Miscellaneous Revenue	7,523	12,560	59.9%
Earnings on Investment	3,431	60	5718.5%
	10,954	12,620	86.8%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	10,954	12,620	
Ending Fund Balance*	179,843	181,509	

* - Unaudited

58% of the fiscal year has elapsed



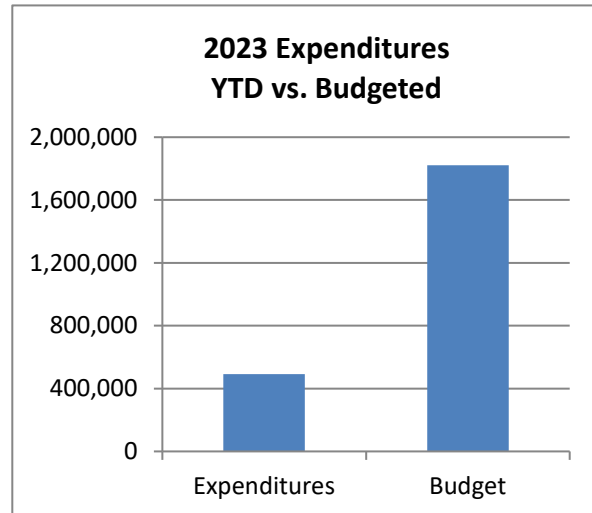
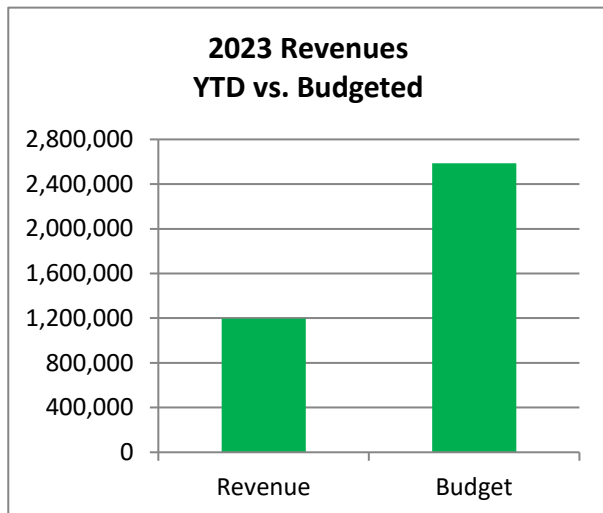
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending July 31, 2023
Unaudited

Item #4.

Library Fund	2023 Actuals July	2023 Adopted Budget	% Complete
Beginning Fund Balance	8,539,939	8,539,939	
<u>Revenues:</u>			
Intergovernmental	104,277	819,186	12.7%
Miscellaneous Revenue	11,162	11,000	101.5%
Capital Investment Fees	551,893	439,410	125.6%
Interest	118,985	75,000	158.6%
<i>Transfers In</i>	409,253	1,243,246	32.9%
	<u>1,195,570</u>	<u>2,587,842</u>	<u>46.2%</u>
<u>Expenditures:</u>			
Operations	491,425	1,821,000	27.0%
Capital Outlay	-	-	
	<u>491,425</u>	<u>1,821,000</u>	<u>27.0%</u>
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>704,145</u>	<u>766,842</u>	
Ending Fund Balance*	<u>9,244,083</u>	<u>9,306,781</u>	

* - Unaudited

58% of the fiscal year has elapsed



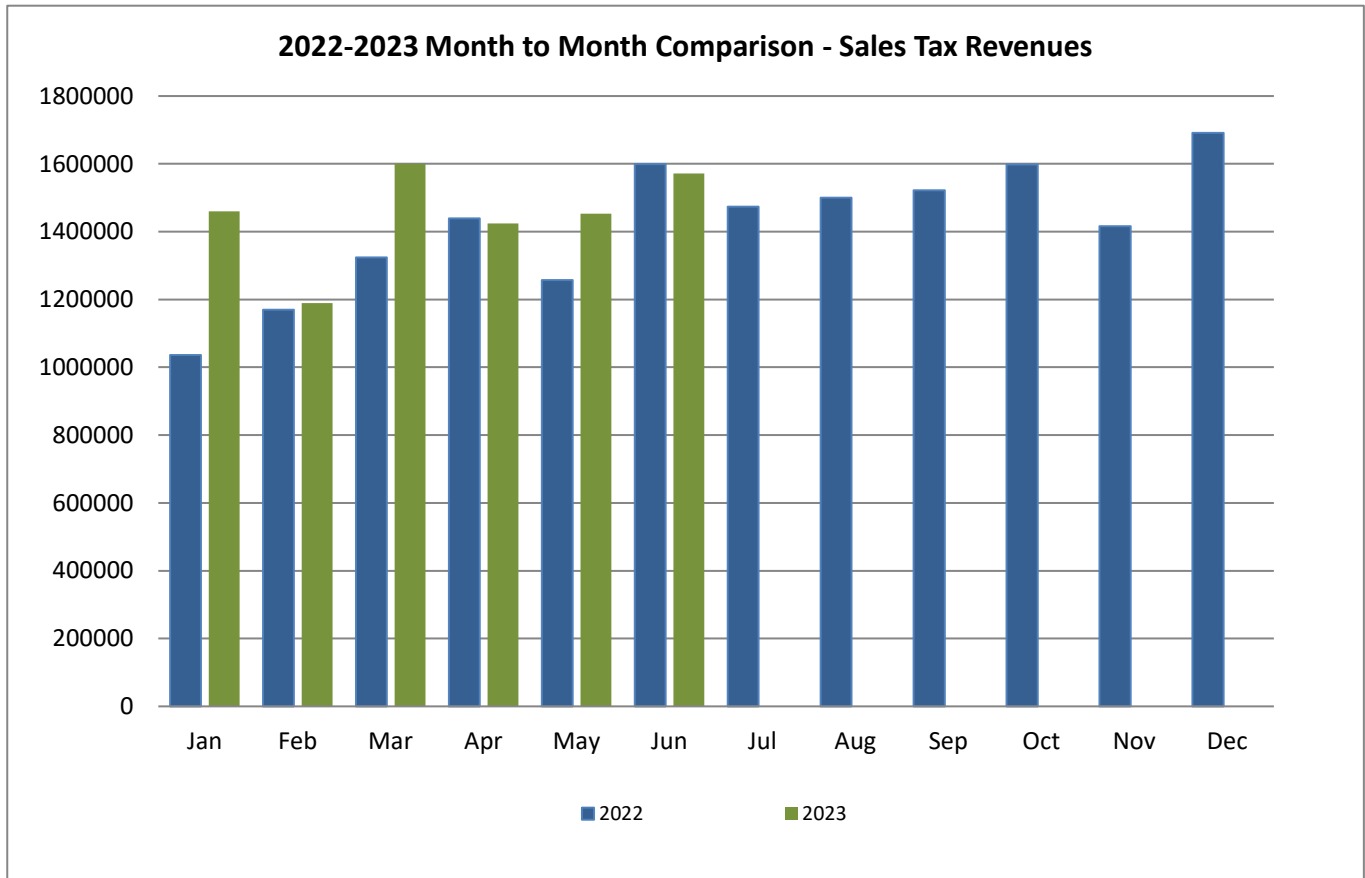
**Sales Tax Analysis and Comparison
2023**

Item #4.

<u>Month/Year</u>	<u>Sales Tax Collected*</u>	<u>Motor Vehicle Sales Tax Collected*</u>	<u>Total Sales Taxes Collected*</u>
Jan-22	860,076	176,235	1,036,312
Feb-22	1,039,339	131,014	1,170,353
Mar-22	1,140,339	183,753	1,324,092
Apr-22	1,225,967	212,749	1,438,716
May-22	1,081,813	175,308	1,257,121
Jun-22	1,387,474	211,390	1,598,864
Jul-22	1,314,434	159,699	1,474,133
Aug-22	1,301,869	197,915	1,499,784
Sep-22	1,339,168	182,866	1,522,033
Oct-22	1,333,815	263,755	1,597,569
Nov-22	1,228,245	188,305	1,416,551
Dec-22	1,506,874	184,930	1,691,804
2021 Total	14,759,413	2,267,919	17,027,332

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	0	0	0
Aug-23	0	0	0
Sep-23	0	0	0
Oct-23	0	0	0
Nov-23	0	0	0
Dec-23	0	0	0
2022 Total	7,442,078	1,256,481	8,698,559

Jan - Jun 2022	6,735,008	1,090,450	7,825,457
Jan - Jun 2023	7,442,078	1,256,481	8,698,559
% Increase (Decrease)	10.50%	15.23%	11.16%



* Amounts shown reflect different reporting periods for various entities.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	August 21, 2023
SUBJECT:	RFP Award for Police Department Expansion and Renovation
ACTION PROPOSED:	Consider Awarding the Police Department Expansion project to Mark Young Construction.
ATTACHMENTS:	<ol style="list-style-type: none">1. RFP for Police Department Expansion2. Professional Services Agreement3. Mark Young Construction Proposal4. Golden Constructors Proposal5. Saunders Construction Proposal6. Francis Pittman Construction Proposal7. Adolfson and Peterson Construction Proposal8. Buildings by Design Construction Proposal
PRESENTED BY:	Brian Phillips, Police Chief

AGENDA ITEM DESCRIPTION:

The Town has experienced substantial growth since the original police department was built in 2002. This growth has created a need for a renovation and expansion of the police department building. The project will be specifically focused on the evidence storage capacity, the training space and making additional technology available to officers.

To facilitate this goal, in early 2023, the Town entered into a contract for architectural design services with D2C Architects. Preliminary drawings were completed to approximately 40% with D2C and at this point an RFP for a Construction Manager at Risk (CMaR) was issued to work together and finish the design of the construction plans. The CMaR entity hired is a contractor who will join the design team and the Town to offer value engineering services into the project, provide more refined cost estimates, and ultimate when design is completed, offer a Guaranteed Maximum Price to perform the work on the project. Based on the price proposed, the Town will have the option to either accept the GMP as-is or to have an independent cost estimate completed to evaluate the prices to be sure the price is within a certain percentage threshold. If the Town

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opts for an independent cost estimate and the percentage threshold is not met, the Town will have the final determination if they want to formally bid out the construction project based on the design.

The Town received submissions from six contractors which are attached to this communication and used the criteria outlined in the RFP as shown below:

- Responsiveness to the RFP
- Qualifications and Experience of the construction team
- Resources available for the project
- Leadership structure/key personnel experience
- Management Approach
- References
- Financial Condition
- Safety Performance
- Disbarment Status

Based on the evaluation criteria, this list was shortened to a list of three contractors who were then interviewed. Through this process Mark Young Construction was identified as being the best choice for The Town.

After careful deliberation and review, Staff recommends awarding the CMaR bid to Mark Young Construction based on their approach and extensive experience. The total cost for the CMaR is \$14,700.

LEGAL ADVICE:

The Town is using the Town's Professional Services Agreement template which has been approved by the Town Attorney.

FINANCIAL ADVICE:

The cost of design and these CMaR service for the expansion and renovation has been included in the 2023 Budget.

RECOMMENDED ACTION: Staff recommends awarding the CMaR contract Agreement to Mark Young Construction as presented.

SUGGESTED MOTIONS:

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For Approval:

I move to approve awarding the Construction Manager at Risk, pre-construction services to Mark Young Construction for an estimated \$14,700.

For Denial:

I move that Council denies awarding the Construction Manager at Risk, pre-construction services to Mark Young Construction.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 20__ (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Mark Young Construction, LLC, a foreign limited liability company (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), to the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through March 31, 2024, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. 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. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID**

PURSUANT TO THIS AGREEMENT. As long as there is not a conflict of interest with the Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail (“email”) return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:

Town of Johnstown
 Attn: Kyle Williams
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: kwilliams@johnstownco.gov

TO CONTRACTOR:

Mark Young Construction LLC
 Attn: Dennis Wolfe
 7200 Miller Place
 Frederick CO 80504
 Email: dwolfe@markyoungconstruction.com

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. 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.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Contractor in the performance by Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the 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 from time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of 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.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.14 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.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

By: _____
Name:
Title:

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____, by _____ as the _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SERVICES

CONSTRUCTION MANAGER AT RISK CMAR CONSTRUCTION PHASE SERVICES

TOWN OF JOHNSTOWN POLICE DEPARTMENT RENOVATION AND EXPANSION PROJECT

SCOPE OF SERVICES

The Town and Contractor (CMaR Firm) will enter this Pre-Construction Phase CMAR contract, at a cost of \$14,700. This will culminate with the CMaR Firm offering a Guaranteed Maximum Price (GMP). The Town will have the option to either:

- Accept the GMP as presented and award a construction contract agreement; or
- Engage with an independent 3rd party to evaluate the GMP proposed. If the independent 3rd party price is within 10% of the CMaR GMP, the Town will have final discretion to either award a construction contract agreement to the CMaR Firm or publicly bid the project.

These services include the following.

- Constructability Reviews
- Attendance of Design Meetings
- Value Engineering
- Project Scheduling
- Project Phasing
- Budgeting of Schematic and Design Development Packages
- Recommendation of early work packages
- GMP Preparation based on Final Construction Documents
- Subcontractor Engagement/Solicitation



**Police Department Renovation and Expansion Project
Construction Manager at Risk – Request for Proposals**

**Town of Johnstown
Police Department Renovation and Expansion Project
Construction Manager at Risk – Request for Proposals**

Issue Date – June 1, 2023

RFP Questions Due – June 30, 2023

Submission Due Date – July 14, 2023

Point of Contact – Kyle Williams

kwilliams@johnstownco.gov



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

1. Introduction:

The Town of Johnstown (Town) is requesting proposals (RFP) from Construction Manager at Risk (CMAR) firms to provide construction services for the Police Department Renovation and Expansion Project (Project).

The Town is currently in the design phase of the Project and coordination with the selected firm would begin immediately following an agreement execution. Construction would then be scheduled to begin immediately after the completion of the design phase with a projected completion date of October 2024.

Project Summary:

The Johnstown Police Department has its main headquarters located at 430 S. Parish Avenue in Johnstown Colorado. The project is to renovate and expand the footprint of the existing building to provide additional functionality, efficiency, and to accommodate growth in the department. The existing one-story building has a finished square footage of 9,860. The project, as designed, will add approximately 2,720 square feet to the existing building, bringing the finished square footage to approximately 12,580. The expansion portion of the project will include the construction of an expanded property evidence room and additional training space and the renovation portion will include interior remodeling, including demolition and construction. At this time, it is anticipated that the police department will remain in operation during the renovations and additions.

Contractors submitting a response to the RFP will be asked at a minimum to state their qualifications, understanding of and experience relating to the Project and offer their methodology for meeting the Town's goals.

2. General Instructions:

The selected CMAR will become a member of the Town's Project Team, which will consist of the selected CMAR Firm, Design Engineer (D2C Architects), and Town Staff. The selected CMAR Firm will provide design phase consulting services to assist the Town in developing a final Guaranteed Maximum Price (GMP). The services will include but are not limited to constructability evaluation of the facility, value engineering, cost evaluation, and project schedule determination. Upon completion of design phase services, the selected CMAR Firm will provide construction phase services. Refer to this RFP's attachments for additional details about the design and key project elements.



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

A. Qualifications

CMAR firms will be evaluated against the following qualification requirements:

- Project Experience:
 - CMAR firm shall have experience as a general contractor in the construction of at least three (3) municipal police departments, at least one of which has been completed in the last five (5) years.
 - Submit a minimum of two (2) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.
 - The proposed Project Manager and Project Superintendent shall have worked on at least one of the featured projects, either individually or as a team.
 - Submitted applications that do not meet the above project experience requirements will be rejected.
- Track record of project completion based on feedback from project references regarding CMAR firm's construction quality, project management, communication, and scheduling management.
- Location of permanent place of business as it relates to potential mobilization costs.
- Experience and degree thereto with projects of similar size and scope.
- Key personnel committed to the project.
- Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards.
- Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously.

3. Pre-Bid Meeting and Submittal Deadline Requirements

No mandatory pre-bid meeting will be held, but responding firms may attend an optional site visit on June 9th, 2023, starting at 9:30 a.m. All attendees shall meet at Town Hall 450 S Parish Ave Johnstown CO 80534 to travel to the Police Department where the RFP will be discussed followed by a facility walkthrough.



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

Proposals for the Project must be received by the Town by the proposal deadline of 2:00 p.m. on July 14h, 2023. Proposals received after this time will not be accepted. Town Representatives shall receive one (1) electronic (PDF) copy of the submittal by the deadline.

Proposal submittals are to be marked “[CMAR Firm Name] Proposal – Police Department Renovation and Expansion Project CMAR”.

Town Representative information is included below:

Town/Owner
Brian Phillips, Chief of Police
Town of Johnstown
430 S Parish Ave
Johnstown, Colorado 80534
bphillips@johnstownco.gov.

To ensure successful delivery of proposals, emailed PDF documents are recommended not to exceed 15 MB. Emailed links for larger files to Dropbox or other file transfer sites are acceptable.

A. Questions and Contact Information

All questions relating to this RFP shall be directed to Kyle Williams, in writing, via email at kwilliams@johnstownco.gov. Deadline for questions is 3:00 pm on June 30th, 2023. Questions received after the posted deadline may not be answered.

4. Scope of Services – Construction Phase Services

Construction work will be contracted using an EJCDC Agreement based on the agreed-to GMP. The proposed construction phase services and activities are listed below. The executed construction agreement between the Town and CMAR firm along with the GMP shall include the following tasks:

- All construction management and construction services including necessary labor, supervision, equipment, tools, and materials required for construction.
- Project management and superintendent services.
- Subcontractor bid package preparation, advertisement, pre-bid meeting, bidding services, contracting, coordination, payments, and reproduction services.
- Self-performed construction work as elected after bidding processes.
- Preparing monthly payment applications.



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- RFIs, potential contingency items, work change directives, Change Order preparation, coordination, and execution.
- QA/QC.
- Close-out documentation (O&M manuals, asset list for asset management program, as-built drawings/documents, Warranty, Mechanics Lien release and Bonds as required).
- Project permitting.
- Maintenance of performance and payment bonds during the project execution and maintenance of the performance bond through the warranty period following substantial completion.
- Maintenance of necessary and specified insurances during the project implementation and execution.
- Other required services for project completion outlined in the CMAR contract and general/supplemental conditions.

5. Project Schedule and Key Dates

The preliminary project schedule is generally outlined in the table below. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is selected and a construction agreement is executed with the Town. Key dates are summarized in the table below:

Activity	Date
RFP Release Date	June 1, 2023
Pre-Proposal Meeting (9:30 a.m.)	June 9, 2023
Final Written Questions (3 p.m.)	June 30, 2023
Proposal Due (2 p.m.)	July 14, 2023
CMAR Interviews	Week of July 24, 2023
Construction CMAR Selection	Week of July 28, 2023
Construction Start	January 2024
Project Substantial Completion	October 2024



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

6. Conditions of Proposal

1. All proposing firms shall comply with the conditions and requirements of this RFP.
2. The proposal must be signed by an authorized official of the proposing firm.
3. Pricing in proposals should reflect the costs for construction beginning January 2024.
4. The Town reserves the right to reject any and all proposals or any part thereof. This right further allows the Town to award the proposal to the most responsive and best qualified proposing firm as deemed in the Town's best interest.
5. All costs, including travel, incurred to prepare proposals shall be borne solely by the proposing firm.
6. The Town reserves the right to negotiate a final scope of supply and services and terms with the selected CMAR that may vary from those included in this RFP.
7. The Town will not return proposals or other information supplied from proposing firms. The financial information that is provided will be confidential.
8. The Town may extend invitations to interview selected firms during the selection process.
9. Proposals shall follow the format prescribed below and will be evaluated by Town Staff. The Design Engineer, will not be included as part of the selection committee.

7. Proposal Format and Content

Proposals shall be concise and complete; and will exhibit the CMAR's understanding of the project, including identification of methods and resources to be used for completion of the CMAR services. Each proposal shall be in PDF format and submitted electronically by email. (Emailed links for larger files to Dropbox or other file transfer sites are acceptable.) Supplemental information, as necessary, can be included in an appendix. Please limit supplemental information to only relevant material as it pertains to the CMAR's related experience and qualifications. The proposals shall include a demonstration of personnel and professional qualifications together with proposed basis of pricing of all services to be provided by the firm.

Page Count: Maximum 40 pages (excluding covers, index, financials and resumes)

Cover Letter:

Provide proposal introduction and the following:



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

- Legal name of firm and any previous names of firm in last 10 years, and date established.
- Contact person for this proposal, title, phone number, e-mail address, fax number, street, and mailing addresses.

Project Approach and Detailed Scope of Work:

Describe your proposed Project Approach, addressing:

- Suggested procurement packages, construction sequences, means and methods.
- Value engineering ideas for the most cost-effective solutions.
- Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.
- Partnering.
- Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.
- Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.
- Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.
- Describe availability, bandwidth, and resources available to complete the project.

Cost Proposal:

Prepare and submit a Guaranteed Maximum Price (GMP) Proposal for the Town's consideration reflecting the entire cost, scope of work and quality intent of the project. The GMP Proposal shall be supplemented with a clearly defined and detailed breakdown of costs for the entire package. All construction costs must be clearly defined and included in the GMP Proposal. General Conditions, Overhead and Profit must be included in the GMP Proposal. All proposed allowances included shall be approved by the Town and shall include estimated quantities and values justified by the CM/GC. The CM/GC's proposed "self-performed work" shall be documented in the GMP Proposal with a detailed, quantified and unit priced cost estimate. Describe contingency, how it is managed and the use of contingency.



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

Proposals MUST submit the above requested information. The selected firm is expected and required to have a completely open book policy on all pricing of work. Final consideration for awarding of contract will not be solely based on cost, but instead on a combination of qualifications, experience, demonstrated successes and references, capacity to fulfill all the requirements of the contract and other qualifying considerations.

Certificate of Good Standing:

Include current Certificate of Good Standing with the State of Colorado.

Project Schedule:

Provide a proposed project schedule, to include coordination with the design team and construction of the Project.

Project Team: Resource Commitment, Capabilities and Experience:

General

- Provide a detailed response to the qualification requirements outlined above.
- Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work. Describe recent experience, completed in the last five years, by the firm in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, including experience of key staff with similar owner/engineer/construction manager teams.

Staff

It is expected that the CMAR's key personnel assigned to the project will remain fixed throughout the design and construction phase of the project, unless mutually acceptable arrangements are made otherwise.

- Submit the following information regarding staff that will be dedicated to the project:
 - Job descriptions of key positions (i.e., project manager, project superintendent(s).
 - Onsite project manager
 - Project engineer
 - Cost estimator
 - Others as appropriate.



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

- Names and experience and qualifications of individuals proposed to fill key positions.

Safety

- Provide the firm’s OSHA reportable accident rate and current workman’s compensation insurance multiplier for the last 3 years.
- Address your company’s safety program and any additional information that would be useful in showing your approach to a safe work site.

Subcontractors

- List subcontractors that you have working relationships with that might be used on this project.

Construction Sequencing and Scheduling

- Describe the way in which your firm develops and maintains project schedules for projects of this size and nature.
- Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.
- Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules).
- Submit an example of a total and short-term project schedule for a similar sized project.

Quality Assurance/Quality Control

- Provide details on firm’s quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.
- Provide examples of when firm exceeded quality standards, gained industry recognition, or received quality awards.

Financial Statement

- Attach a financial statement, preferably an audited statement, including your firm’s latest balance sheet and income statement showing the following items: Current Assets, Net Fixed Assets, Other Assets, Current



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

Liabilities, Other Liabilities, name of the firm preparing the financial statements and the date prepared.

Bonding Company/ Insurance Company and Information

- Provide the name, address, and phone number of the firm's bonding agent.
- Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.
- Provide the name, address, and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

References:

- Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.

8. Evaluation Criteria

The Town will be the sole judge of the Proposer's qualifications and experience, including experience with similar projects, demonstration of ability to perform work, leadership structure, project manager's experience, project team and experience working together, management approach, financial condition, project understanding and project schedule. Project understanding shall include the Town's desired level of construction quality, building site improvements, police operations and general design intent as deemed appropriate for the Town. Evaluation factors are listed in no order of preference.

A. Responsiveness to RFP

Only responsive proposals will be considered and evaluated. A responsive application must be completed according to the instructions and include all required attachments and requested information.

B. Qualifications and Experience



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

Experience with similar projects/ability/methods to perform work – during the evaluation of experience and ability to perform the work, emphasis will be placed on a Proposer’s performance on recent projects of a similar or larger size and nature to the Project, including the Proposer’s ability to manage costs within an established construction budget and to develop a comprehensive agreement. Other factors include, but are not limited to, delivery of a quality product and meeting scheduled completion dates. Preference may be given to firms with the following experience:

- I. Successful completion (on time, within budget, and per client’s specifications) of at least two (2) police department building construction projects in the last five (5) years by the general contractor with a similar or larger scope to the Project in this RFP.

C. Resources

Provide details explaining how the firm or firms involved have current resources available to perform this Project.

D. Leadership structure/key personnel experience

Provide resumes demonstrating that the qualifications of the persons proposed for the following positions have relevant experience on projects of similar size and scope. Proposer must dedicate all key personnel to the project and may not make changes without written approval from the Town. No substitutions of key personnel represented below will be accepted without prior approval from the Town. Request for approval to substitute may be submitted by the Proposer only for reasons beyond the Proposer’s control.

- I. Key Personnel include the following:
 - a. Construction Manager
 - b. Construction Superintendent

E. Management Approach

Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality, and schedule. Schedule shall begin at “Notice to Proceed” and end with “Owner Occupancy” and assume an interim agreement will be executed.

F. References



Police Department Renovation and Expansion Project Construction Manager at Risk – Request for Proposals

The Town reserves the right to contact any reference listed or non-listed party it deems appropriate. By submitting a response to this Request for Proposals, the Proposer releases the Town and any references from all liability concerning the exchange of this information.

- I. Include a minimum of three (3) references. Preference will be given to references that are of police department construction projects.

G. Financial Condition

Financial data will be reviewed and compared to industry standards. Include your firm's most recent, preferably audited, income statement and balance sheet.

H. Safety Performance

Safety data will be reviewed and compared to industry standards.

- I. Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.
 - II. Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.
- I. Debarment Status – By submitting a Proposal, the Proposer certifies that neither it nor any affiliated entity is currently debarred from submitting bids or has otherwise agreed not to submit bids on contracts by the federal government or by any governmental entity in Colorado or any other state.

At the discretion of the Town, the Town may interview one or more proposal respondents.

END CMAR RFP INSTRUCTIONS

Attachments to this RFP:

1. Johnstown Police Department Concept Design

**Police Department Renovation and
Expansion Project CMAR
Town of Johnstown
July 14, 2023**

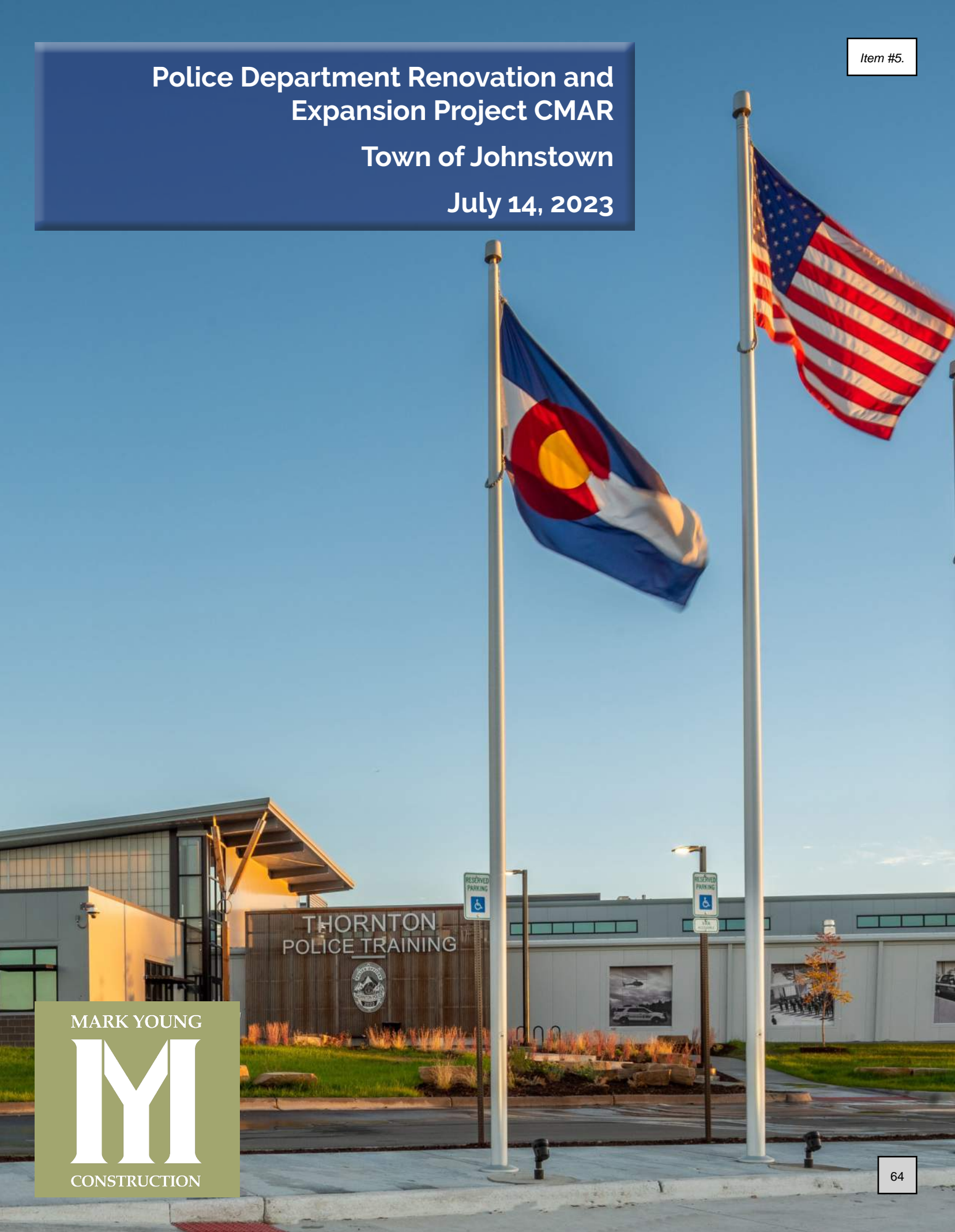


Table of Contents



Cover Letter.....1-3

Project Approach and Detailed Scope of Work.....4-10



Cost Proposal.....11-20

Certificate of Good Standing.....Form

Project Schedule.....21-24



Project Team: Resource Commitment, Capabilities, and Experience.....25-31, Resumes

Safety, Subcontractors, Construction Sequencing and Scheduling, and QA/QC.....32-37



Financial Statement and Bonding Company/Insurance Company and Information.....38-39

References.....40

Cover Letter





Mark Young Construction, LLC
7200 Miller Place
Frederick, CO 80504
Tel: 303.776.1449
estimating@markyoungconstruction.com

Item #5.

July 14, 2023

Town of Johnstown
kwilliams@johnstownco.gov

Subject: Request for Proposal, Police Department Renovation and Expansion Project CMAR

Dear Brian Phillips, Kyle Williams, and Selection Committee Members:

The Town of Johnstown needs a quality remodeled police department to support the needs of your policemen and policewomen and the community they serve. This is really exciting for the Town of Johnstown and you must be diligent to ensure you obtain the most value possible for your investment. Your police department must be functional, durable, and built to stand the test of time now and into the future. **Your police officers and the community have long deserved upgraded facilities and the Mark Young Construction (MYC) team is privileged to submit our proposal to be your construction partner.** We are committed to delivering on these needs and ensuring the Town of Johnstown remodeled police department is completed as soon as possible!

Our team understands the importance of the planning, design, and construction process **while being mindful of national trends and best practices** for police department construction, standards, response times, security, accessibility, maintenance, high performance, and durability - all critical components that we have extensive experience with, ultimately resulting in efficient and economical solutions. As your partner, it is imperative that we provide creative and innovative solutions to stretch your projects' dollars and create high-performing functional departments to fit your needs.

Your projects deserve a high level of service and quality solutions. The MYC team is a relationship driven group that will concentrate on your respective operational requirements and unique site considerations. As a result, this project requires an extremely knowledgeable team who has past and **proven success working on police projects**. Working collaboratively with you and those who risk their lives to protect our community, we will successfully bring ideas and solutions that are tailored and specific to your needs and your daily routine.

We plan to approach your project with a high level of commitment, dedication, and management excellence, while offering timely and cost-effective solutions. Our team looks to support the Town of Johnstown through:

Public Safety Experience – MYC has served the Colorado community by **working on 3 police facilities and 16 fire station projects in the last few years**. Public Safety has become a core part of our business and we regularly engage in opportunities for continuing education regarding design and construction.

Understanding Police Needs – The MYC team **builds space for the hard-working police officers who protect our communities**, and we understand how important they are to everyone around them. Our goal is to build them an experience and home away from home that they can utilize day in and day out to improve the quality of life; not just for those they serve, but for police officers putting their lives on the line. We build durable surfaces, safe technology, comfortable lounge areas, and more so they can always be at their best.

Time Sensitive – Our team understands the significance and value police departments serve in our community. **Accordingly, it is imperative that your renovated police department opens on-time.**



Mark Young Construction, LLC
7200 Miller Place
Frederick, CO 80504
Tel: 303.776.1449
estimating@markyoungconstruction.com

Item #5.

Team Collaboration Experience – MYC has completed 11 municipal projects with your chosen architect, D2C, including two police stations, **giving our team experience and understanding of each other’s processes and procedures in both design-build and CMaR/CMGC delivery.**

Good Stewards to Taxpayers Dollars – We understand this project has been a long time coming. **We are committed to keeping your budget in check while eliminating the possibility of cost overruns by being realistic with you about what your budget will allow** and engaging a subcontractor base early to find high quality yet highly competitive trade partners.

Qualified Personnel and In-House Technical Staff – **MYC has dedicated in-house staff** - service carpenters, a master plumber, and a master electrician – this experienced staff will serve as valuable resources to the development of cost models; ensuring the most cost effective and durable systems are being utilized and quality is not sacrificed or compromised.

Availability – **The MYC team has the adequate personnel, equipment, and availability to perform the work set forth in the RFP.** We will focus on ways we can expedite your projects within the time available and commit the appropriate resources to complete your project successfully.

Financial Resources – The **MYC team is in good standing** financially and has the resources to meet the obligations to complete this project work.

Excellence in Safety – As a **municipal public safety project, we understand safety is a must.** We integrate safety into everything we do at MYC and it is engrained into our culture. MYC has an excellent safety record and has won many awards over the years to showcase our safety experience including the Circle of Safety Award at the top Gold Level from Pinnacol Assurance for being in the top 1% for our safety program out of more than 55,000 Colorado companies.

The information and data submitted is true and complete to the best our knowledge. We do not foresee any conflict of interest in partnering with you on this project and do not have exceptions to the RFP. MYC is qualified to perform the work and is committed to providing you the level of resources and skills required throughout the project for successful completion.

MYC is qualified to perform the work. We acknowledge Addendum 1, dated June 16, 2023; and Addendum 2, dated July 3, 2023.

Please contact your Project Leader and Project Manager, Duane Krueger if you have any additional questions for us at 303.776.1449 or by email at dkrueger@markyoungconstruction.com. We look forward to the opportunity of creating a successfully remodeled police department for the Town of Johnstown.

Sincerely,

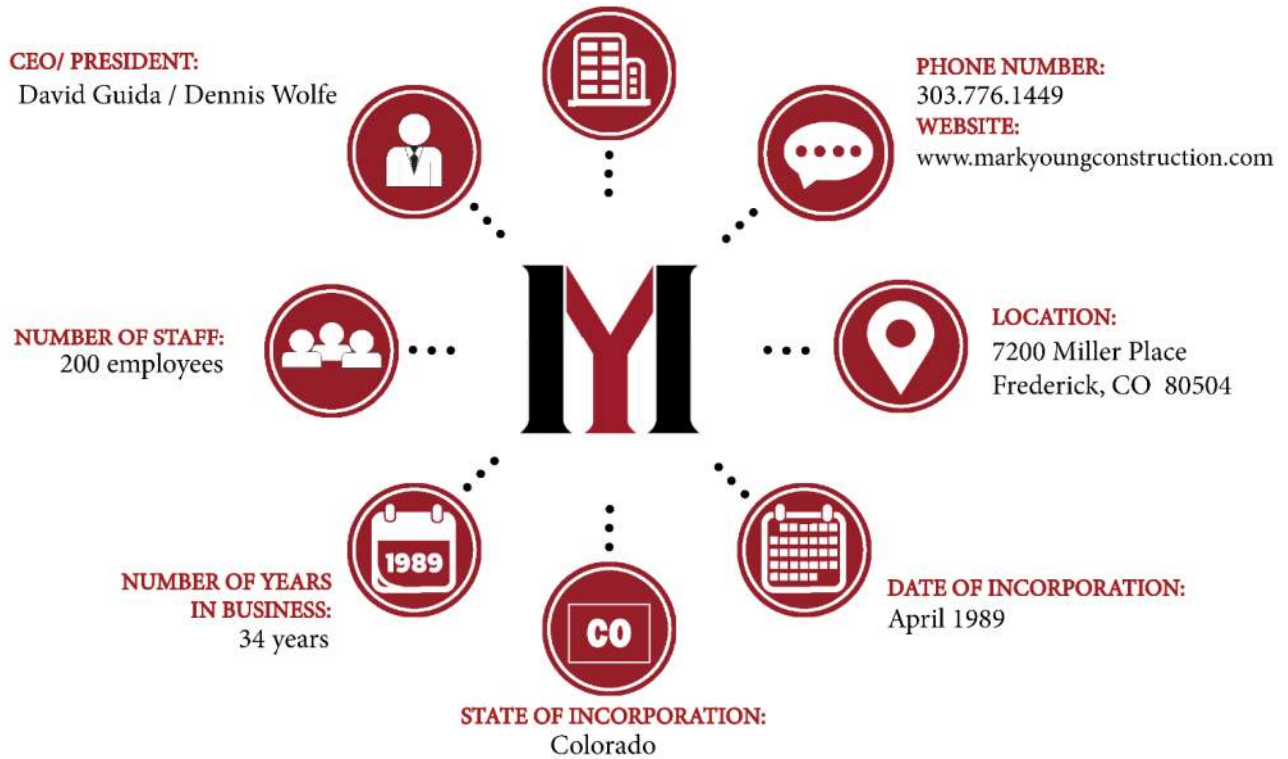
A handwritten signature in blue ink, appearing to read "Dennis Wolfe", is written over a light blue circular stamp.

Dennis Wolfe, President

Mark Young Construction, LLC

Figure 1 – Company Information

Mark Young Construction, LLC



Company Information

Mark Young Construction (MYC) is the firm’s legal name. We have not had any previous company names. We were established in April of 1989, giving us more than 34 years of experience. As previously mentioned, Duane will be the Project Manager and main point of contact for this proposal.

“I have seldom had an opportunity to work with such an amazing team. There are good projects, and there is an occasional great project – this one falls under the latter category, in no small part due to the MYC team. The word “team” is a buzzword that is carelessly thrown around these days, but MYC really embodied it on this project. In addition to working well together, they made us all feel a part of it – united in one goal to serve and to give our very best to the task at hand.” ~ Jamie Bitler, Larson Incitti Architects

Project Approach and Detailed Scope of Work





Project Approach and Detailed Scope of Work

PROJECT ELEMENTS



Expanding Footprints: Growth in your department is great if you have the space to accommodate additional staff. Our team has a lot of experience with creating these seamless expansions to fit client’s needs.



Training Space: Training space is unique to every client but includes physical, mental, and technological. We have experience with simulator and scenario rooms, fitness areas, K-9 training, skills pads, and classrooms.



Occupied Buildings: MYC pays extra attention to minimal disruptions, safety, phasing, and ensuring your staff can still do their day-to-day tasks uninterrupted.



Sally Port: As a high security environment, having a controlled entryway is a must. MYC has implemented these security measures to enhance control and safety.



Renovations and Upgrades: The hardworking police staff deserve a comfortable environment to work in to keep our community safe with upgraded interiors.



Parking Expansion: MYC has an in-house concrete crew that can help with costs and keeping the schedule on track for any parking/concrete needs.



PROJECT UNDERSTANDING

The Town of Johnstown is looking for a CMAR to add to the already talented project team who will be collaborative, honest, and provide valuable input to assist with schedule, value engineering/cost, phasing ideas, and sustainable elements. The project includes elements MYC is extremely familiar with. Project work includes an addition for an evidence room and additional training space and interior renovation and upgrades to provide additional functionality, efficiency, and accommodate growth as well as site/parking improvements.

This project will greatly help the staff serve the community needs once this older facility is remodeled to serve staff needs. We understand the building and site will be occupied during renovation. Our staff is prepared to coordinate work with minimal disruption to operations. MYC is excited about assisting you with project needs and providing our expertise to make these goals a reality.

PROCUREMENT PACKAGES

We continuously update our schedule as design progresses. During that process, with input from subcontractors and suppliers, we begin to identify long lead items and corresponding release/order dates that must be met to maintain schedule and milestones. We typically recommend early work/

release items at the Design Development stage once specifications are established to sufficient detail. For this project, items such as structural steel, electrical gear, and mechanical equipment should be considered as early release items to facilitate delivery dates that are in alignment with milestones. Our included schedule dictates an early release of the structural steel package to align with construction of the training and evidence additions.

VALUE ENGINEERING

Our vast experience in building, cost control, and contractor relationships gives us information to help provide alternative ideas while maintaining value. We understand that compromise in function and value may not be an option, but that doesn't mean you have to pay top dollar for it. Our industry is full of comparable products that provide the same value at a lower cost. We use our resources to find opportunities to present for consideration. The team compares products to find ones that fit needs while keeping cost under control. Value engineering can simplify construction, reducing chances of errors or disputes. Our plan reviewers constantly consider if specifications and plans are allowing us to perform work efficiently, while delivering a high-quality product in a timely manner. Value Engineering is part of our preconstruction process and performed as a service even when not required by budgetary constraints.



CONSTRUCTION SEQUENCING AND MEANS AND METHODS

As depicted in our phasing plan provided in section 8, our approach is to start with both building additions concurrently along with associated site improvements prior to starting the interior renovations. Construction addition areas will be isolated from the existing facility through use of temporary walls. We plan to complete the envelope of the additions prior to removing existing exterior

walls to maintain weathertightness. Once additions are complete, we will temporarily relocate admin staff to the training addition and transfer records and evidence to the new evidence addition. Building access can be temporarily maintained through the newly expanded parking area and new West entrance doors. Once the core area re-roof and interior renovations are completed, building functions and staff will be relocated to new permanent locations.

Figure 2 – CM/GC Process

PROCESS	GOALS	RESOURCES
 <p>KICK-OFF / SITE WALK</p>	<ul style="list-style-type: none"> • Align goals and client expectations • Define scope and priorities • Define critical success factors • Problem solve • Community engagement 	<ul style="list-style-type: none"> • As built drawings • Site photos • Environmental reports • Surveys • Collaboration sessions
 <p>BUDGETARY PRICING/ CONSTRUCTABILITY REVIEWS</p>	<ul style="list-style-type: none"> • Get design moving in the right direction • Rough order magnitude pricing (option A vs B) • Assess cost and schedule implications 	<ul style="list-style-type: none"> • Subcontractor input • Quantity take-offs • Unit costs • Parametric estimates • Bluebeam
 <p>SUBCONTRACTOR/ VENDOR FEEDBACK</p>	<ul style="list-style-type: none"> • Ensure budgets are realistic • Creates awareness of the project • Helps facilitate strong participation when ready to bid 	<ul style="list-style-type: none"> • Building Connected • Relationships • Scheduling • Material lead times
 <p>TRANSITION TO CONSTRUCTION</p>	<ul style="list-style-type: none"> • Open book and fully transparent • Reliable estimates 	<ul style="list-style-type: none"> • Same team transitioning to construction • CMIC project software • P2 scheduling (phased pull production) • 3D modeling • Safety culture • Quality control



COST MANAGEMENT/CONTROL

- Initial or schematic cost estimates are generated at schematic design by identifying size and complexity along with type of construction systems intended to be used.
- Quantity take-offs are performed to get an idea of “how much.”
- Specifications on material quality and system performance are established to set parameters for unit pricing.
- Reasonable contingencies are carried for items that lack information needed to accurately budget.
- Assumptions are documented and made clear.
- Contingencies tighten up as design progresses and answers become available and will be further reduced once GMP is established through competitive bidding on construction documents.

SCHEDULE

MYC’s schedule narrative is located under the Project Schedule tab.

QUALITY

Our narrative on quality is indicated in the tab Safety, Subcontractors, Construction Sequencing and Scheduling, and Quality Assurance/Quality Control.

POTENTIAL ISSUES

The largest issues that appear to be facing most construction projects currently is the volatility of the material availability and delivery markets. That is why MYC proposes to best use the CMAR contracting method that the Town has chosen to minimize the exposure and risk. Specific issues that arise during a remodel include impact to user group, unforeseen conditions, mixing of construction and police staff traffic, and safety. By being engaged in the design

process, MYC will work hand in hand with the design team to identify as many potential stumbling points prior to work as possible. This may include exploration into existing systems during design phase, bringing subcontractors through the space early, or even some minor demolition to gain access to concealed conditions.

For traffic and safety, the main item of concern is to create clear definition of areas and to not allow mixing of traffic areas. This could be created by physical barriers such as temporary walls and fencing, or even cones and rope lines to ensure that work areas are protected and separate. This separation is critical as it can address three of the main concerns of impact, traffic, and safety. These barriers and systems will be monitored daily to ensure their effectiveness and to make any real time adjustments as required to maximize their effectiveness. Another major consideration on remodel and expansion projects is continuity of utility services, security systems, ventilation, and power. MYC will prepare for and plan all necessary shutdowns or outages during non-peak hours to ensure there is no impact on Johnstown Police operations.

PARTNERING

MYC fully believes in partnering with the Town of Johnstown, D2C Architects, and the rest of the engineering team to ensure this project has the best opportunity for success. We are excited to work with the Town of Johnstown and form a relationship that will go from preconstruction through project closeout and beyond. We already have an excellent relationship with your chosen architect D2C. We have worked together collaboratively on multiple projects, including police facilities with a track record of on time and on budget project deliver. Please see Figure 3 on the following page.

“Congratulations on a great job! The building looks great. It’s been a pleasure working with you. I really appreciate that you were always thinking weeks or months ahead, and we had plenty of time to react every time there was an issue. I always truly appreciate that you always came to us with a solution, not just a problem. It’s been a challenging time for our industry and your positive attitude and ability to “roll with the punches” kept the project moving, even in the face of significant challenges. I hope we’ll get to work together again in the future.”




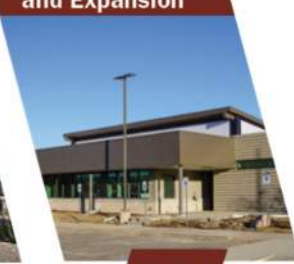

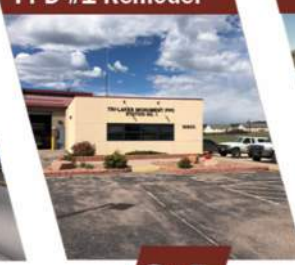






~ David Brown, Project Manager, City and County of Denver



Figure 3 – MYC/D2C Collaborative Experience

Mark Young Construction

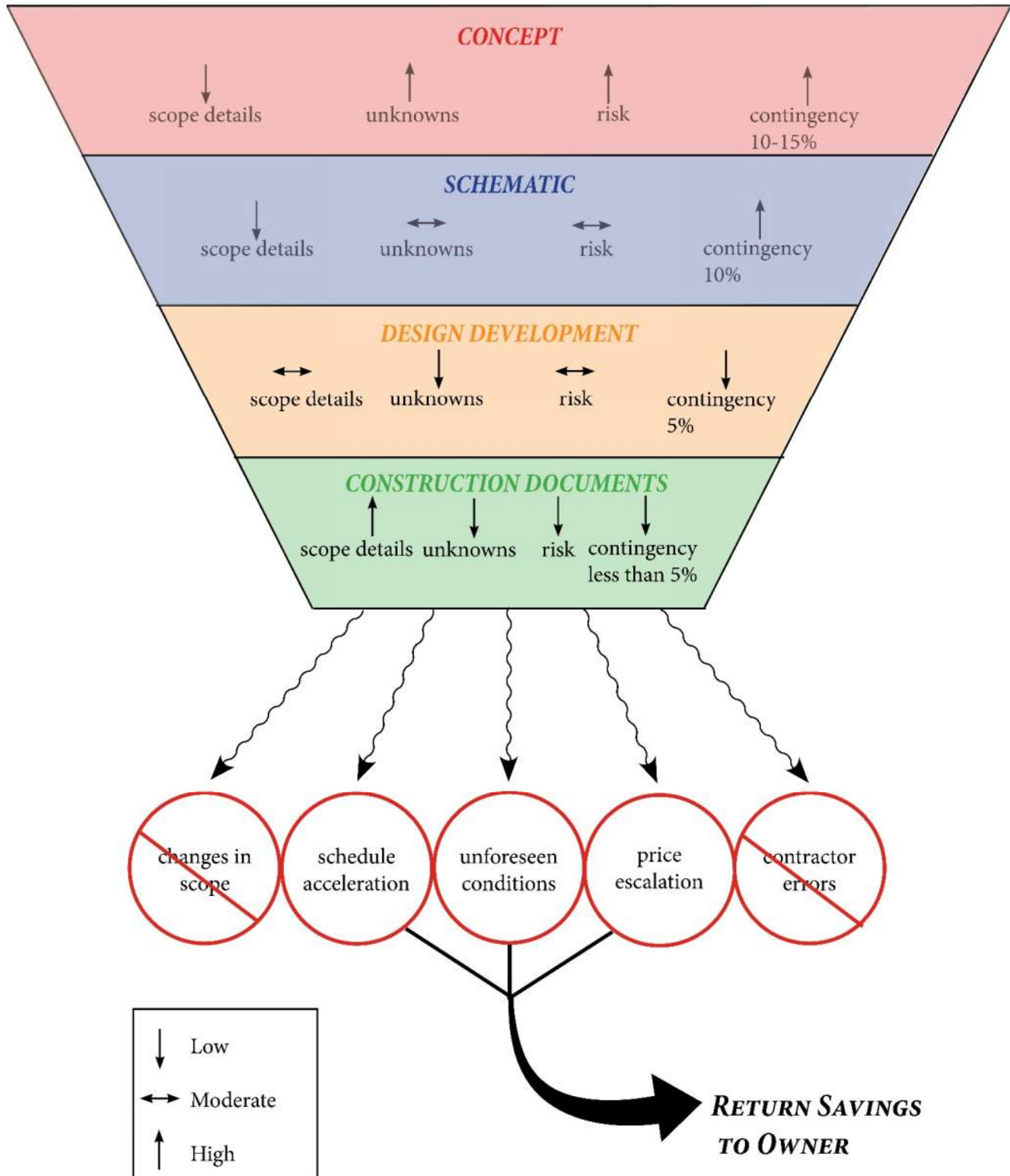
D2C ARCHITECTS
ARCHITECTURE | INTERIORS | SUSTAINABILITY

<p>CSU Transit Center</p>  <p>01</p>	<p>Thorncreek Golf Clubhouse</p>  <p>02</p>	<p>Aurora Police Headquarters Remodel</p>  <p>03</p>	<p>Castle Rock Public Works Additions and Expansion</p>  <p>04</p>
<p>Greeley City Center North</p>  <p>05</p>	<p>Tri-Lakes Monument FPD #1 Remodel</p>  <p>06</p>	<p>E470 Maintenance Support Site A</p>  <p>07</p>	<p>South Adams County Fire Department Fleet Maintenance Expansion</p>  <p>08</p>
<p>Thornton Police Training Facility</p>  <p>09</p>	<p>Greeley City Hall</p>  <p>10</p>	<p>Tri-State Cheyenne Facility</p>  <p>11</p>	<p>DFD 27 Soffit and Fascia Replacement</p>  <p>12</p>



CONTINGENCY

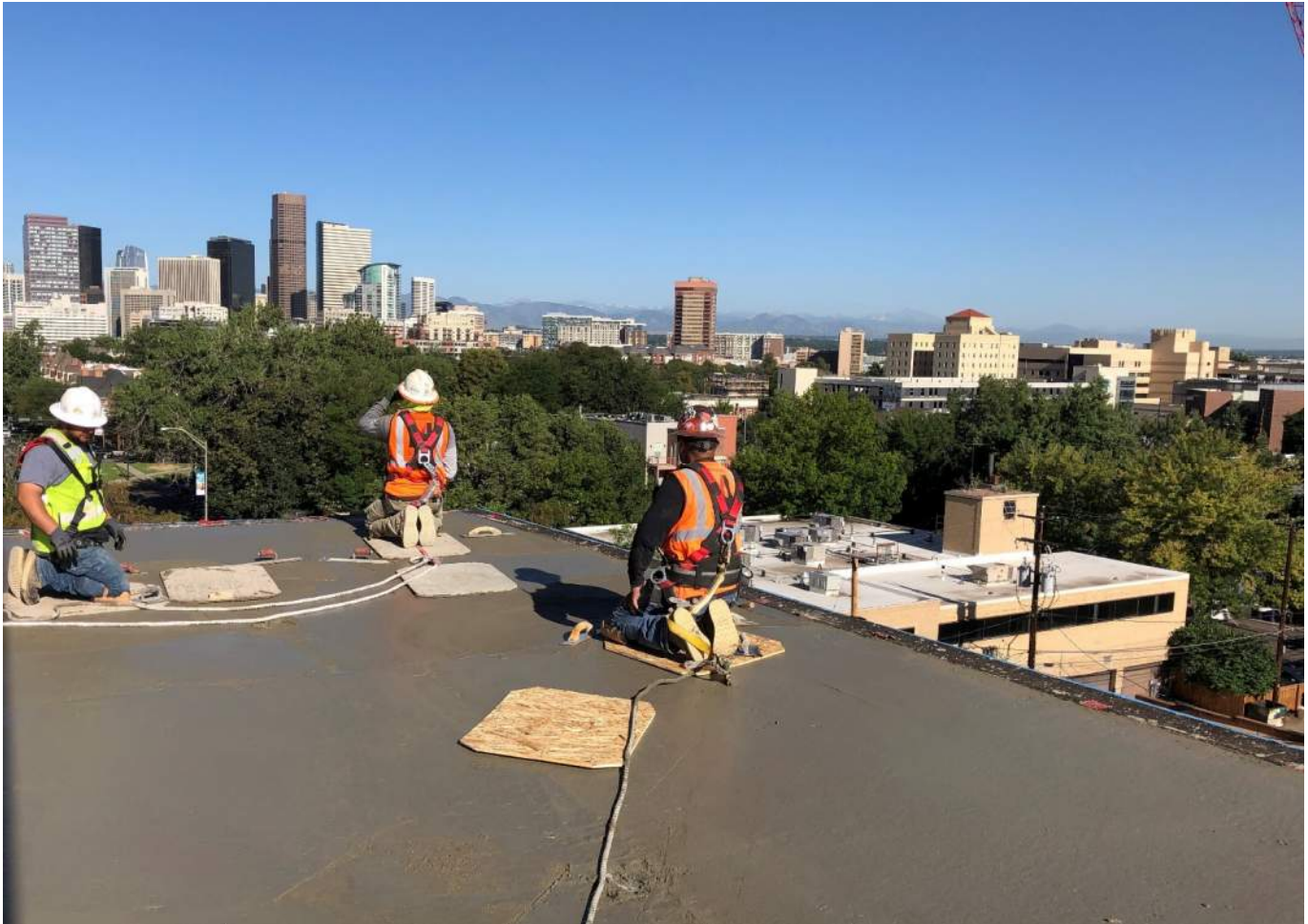
Figure 4 – Use of Bidding and Contingency Funds





CONTRACT COMMENTS

MYC does not have any changes to the contract documents.



SELF-PERFORMED WORK

MYC has more than 80 skilled craftsmen in a variety of trade disciplines. Our team is capable of self-performing and may propose on concrete, demolition, rough carpentry, doors and hardware, specialties, and more. Our ability to self-perform, especially concrete, has been a major component to the success of our projects because we have greater control of our schedules and can guarantee the quality of work. As with all other trades, we will obtain other competitive bids to ensure best value.

RESOURCES AVAILABLE

As a CMAR, the greatest resource we have are the people that get the job done. It is no secret that in the current construction environment in Colorado, there is a shortage of quality, competent

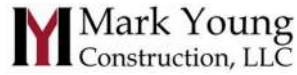
tradespeople. More and more, we find that subcontractors are being selective in the work they pursue and requesting interest from and teaming with subcontractors in the CM/GC contract delivery method, particularly early in the process, ensures they are engaged team members that bring real interest and a team member mentality into that project. We believe we are engaging the right subcontractors to develop the best team possible for the Johnstown Police Department Renovation Project and will get the best talent the market has to offer.

As for MYC, our project will be staffed with the right management team from the start. We will ensure that supporting staff (laborers/foreman) are on site to support our Superintendent and Project Engineer in the day-to-day operations.

Cost Proposal

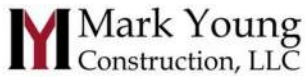


THE VISION OF THE THORNTON POLICE
IS TO BE RECOGNIZED AS THE STANDARD
OF EXCELLENCE IN LAW ENFORCEMENT.
WE WILL ACCOMPLISH THIS BY LEADING
IN TECHNOLOGICAL INNOVATION,
PERSONNEL DEVELOPMENT, DATA-DRIVEN
DECISION MAKING, COLLABORATIVE PARTNERSHIPS,
AND BY PROVIDING PROACTIVE POLICE
SERVICE TO OUR COMMUNITY.



JOHNSTOWN POLICE DEPT. RENOVATION
CONCEPT ESTIMATE

PRELIMINARY CONCEPT ESTIMATE									
DIVISION	DESCRIPTION	EVIDENCE ADDITION	TRAINING ADDITION	CORE REMODEL	SITWORK	TOTAL BASE BID	ALT - CARPORT	ALT - NEW ACCESS	TOTAL W/ALTS
1	MISC.	\$ 32,780	\$ 33,043	\$ 17,780	\$ 24,820.00	\$ 108,423	\$ 2,500.00	\$ 2,500.00	\$ 113,423
2	DEMOLITION	\$ 39,190	\$ 16,607	\$ 30,445		\$ 86,242			\$ 86,242
3	CONCRETE	\$ 51,115	\$ 31,615	\$ 625	\$ 32,044.00	\$ 115,399	\$ 20,460.00	\$ 12,840.00	\$ 148,699
4	MASONRY	\$ 130,735	\$ 55,650			\$ 186,385			\$ 186,385
5	STEEL	\$ 107,000	\$ 41,650		\$ 84,000.00	\$ 232,650	\$ 112,210.00		\$ 344,860
6	CARPENTRY	\$ 36,365	\$ 60,900	\$ 43,350		\$ 140,615			\$ 140,615
7	THERMAL & MOISTURE	\$ 78,348	\$ 135,473	\$ 126,940	\$ 60,000.00	\$ 400,761	\$ 80,150.00		\$ 480,911
8	DOORS & WINDOWS	\$ 33,600	\$ 22,470	\$ 23,600		\$ 79,670			\$ 79,670
9	FINISHES	\$ 43,297	\$ 100,512	\$ 83,965	\$ 7,200.00	\$ 234,974	\$ 9,618.00		\$ 244,592
10	SPECIALTIES	\$ 8,346				\$ 8,346			\$ 8,346
22	PLUMBING	\$ 43,775	\$ 18,275	\$ 2,750		\$ 64,800			\$ 64,800
23	MECHANICAL / HVAC	\$ 76,750	\$ 43,525	\$ 21,300		\$ 141,575			\$ 141,575
26	ELECTRICAL AND FIRE ALARM	\$ 106,275	\$ 57,745	\$ 80,940	\$ 31,000.00	\$ 275,960	\$ 32,060.00	\$ 2,500.00	\$ 310,520
27	LOW VOLTAGE	\$ 21,400	\$ 10,820	\$ 17,040		\$ 49,260			\$ 49,260
28	SECURITY & ACCESS CONTROL	\$ 38,880	\$ 12,120	\$ 25,560		\$ 76,560		\$ 3,500.00	\$ 80,060
31	EARTHWORK	\$ 21,575	\$ 16,525		\$ 40,590.50	\$ 78,691	\$ 4,500.00	\$ 8,234.00	\$ 91,425
32	SITE IMPROVEMENTS	\$ 5,710			\$ 58,950.00	\$ 64,660		\$ 20,460.00	\$ 85,120
33	UTILITIES				\$ 27,500.00	\$ 27,500			\$ 27,500
	SUBTOTAL CONSTRUCTION COST	\$ 875,141	\$ 656,930	\$ 474,295	\$ 366,105	\$ 2,372,470	\$ 261,498	\$ 50,034	\$ 2,684,002
	GENERAL CONDITIONS	\$ 105,000	\$ 105,000	\$ 140,000		\$ 350,000			\$ 350,000
	FEE	\$ 39,206	\$ 30,477	\$ 24,572	\$ 14,644	\$ 108,899	\$ 10,460	\$ 2,001	\$ 121,360
	CONTINGENCY	\$ 87,514	\$ 65,693	\$ 47,430	\$ 36,610	\$ 237,247	\$ 26,150	\$ 5,003	\$ 268,400
	ESCALATION	\$ 27,672	\$ 21,452	\$ 17,157	\$ 10,434	\$ 76,715	\$ 7,453	\$ 1,426	\$ 85,594
	PERMIT FEES	\$ 9,862	\$ 3,061	\$ 2,448	\$ 1,489	\$ 16,859	\$ 1,063	\$ 203	\$ 18,126
	INSURANCE & BONDS	\$ 19,923	\$ 15,832	\$ 12,662	\$ 7,700	\$ 56,118	\$ 5,500	\$ 1,052	\$ 62,670
	SUBTOTAL INDIRECT COST	\$ 289,177	\$ 241,515	\$ 244,269	\$ 70,878	\$ 845,839	\$ 50,626	\$ 9,687	\$ 906,151
	TOTAL PROJECT COST*	\$ 1,164,318	\$ 898,445	\$ 718,564	\$ 436,982	\$ 3,218,309	\$ 312,124	\$ 59,721	\$ 3,590,153
	*This budget represents a concept level estimate based on square foot costs and historical pricing from similar projects. This budget is based on initial renderings prepared by D2C Architects and includes many assumptions. Final GMP pricing will be based on competitive bidding of 90-100% complete drawings and specifications								

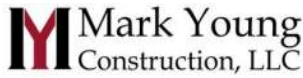


JOHNSTOWN POLICE DEPT. RENOVATION - EVIDENCE ADDITION
CONCEPT ESTIMATE

2110 SF ADDITION
1650 SF RENOVATION (1130 SF HEAVY)
3760 SF

PRELIMINARY CONCEPT ESTIMATE		3760 SF					
DIVISION	DESCRIPTION	QTY	UNIT	UNIT COST		SUBTOTAL	TOTAL
1	SURVEY ALLOWANCE	1	LS	\$ 5,000.00		\$ 5,000	
1	TEMP FENCE	150	LF	\$ 10.00		\$ 1,500	
1	DUMPSTER/HAUL OFF ALLOWANCE	1	LS	\$ 5,000.00		\$ 5,000	
1	WEATHER PROTECTION ALLOWANCE	1	LS	\$ 10,000.00		\$ 10,000	
1	DAILY/FINAL CLEAN	3760	SF	\$ 3.00		\$ 11,280	
						SUBTOTAL DIV 1	\$ 32,780
2	INTERIOR DEMO	1130	SF	\$ 5.00		\$ 5,650	
2	DEMO FLOORING	1650	SF	\$ 2.00		\$ 3,300	
2	DEMO PITCHED ROOF	650	SF	\$ 15.00		\$ 9,750	
2	DEMO STRUCTURAL WALLS	56	LF	\$ 25.00		\$ 1,400	
2	DEMO WALL OPENINGS	42	SF	\$ 25.00		\$ 1,050	
2	REMOVE OH DOOR	1	EA	\$ 750.00		\$ 750	
2	TEMP PARTITIONS	35	LF	\$ 50.00		\$ 1,750	
2	DEMO EXT WALL	1036	SF	\$ 15.00		\$ 15,540	
						SUBTOTAL DIV 2	\$ 39,190
3	FOUNDATIONS - 2X3	124	LF	\$ 250.00		\$ 31,000	
3	SLAB ON GRADE	1040	SF	\$ 8.50		\$ 8,840	
3	SLAB ON GRADE -BAY	485	SF	\$ 15.00		\$ 7,275	
3	PAD FOOTINGS	2	EA	\$ 2,000.00		\$ 4,000	
						SUBTOTAL DIV 3	\$ 51,115
4	8" CMU	2114	SF	\$ 35.00		\$ 73,990	
4	8" CMU -INTERIOR	1272	SF	\$ 30.00		\$ 38,160	
4	BRICK VENEER	531	SF	\$ 35.00		\$ 18,585	
						SUBTOTAL DIV 4	\$ 130,735
5	STEEL STRUCTURE - JOIST AND DECK	2110	SF	\$ 50.00		\$ 105,500	
5	BOLLARDS	2	EA	\$ 750.00		\$ 1,500	
						SUBTOTAL DIV 5	\$ 107,000
6	BLOCKING -PARAPET	194	LF	\$ 10.00		\$ 1,940	
6	WOOD TRUSSES & DECK	1215	SF	\$ 15.00		\$ 18,225	
6	BLOCKING -CASEWORK	40	LF	\$ 5.00		\$ 200	
6	STORAGE CABINET	1	EA	\$ 2,500.00		\$ 2,500	
6	NEW LAB CASEWORK	18	LF	\$ 750.00		\$ 13,500	
						SUBTOTAL DIV 6	\$ 36,365
7	MEMBRANE ROOF ASSEMBLY	1215	SF	\$ 15.00		\$ 18,225	
7	STANDING SEAM METAL ROOF	1008	SF	\$ 25.00		\$ 25,200	
7	EIFS	1685	SF	\$ 17.50		\$ 29,488	
7	FOUNDATION INSULATION	248	SF	\$ 4.00		\$ 992	
7	DAMPROOFING	248	SF	\$ 4.00		\$ 992	
7	WEATHER BARRIER & RIGID INSULATION ABOVE GRADE	531	SF	\$ 6.50		\$ 3,452	
						SUBTOTAL DIV 7	\$ 78,348
8	DOORS & FRAMES	8	EA	\$ 2,000.00		\$ 16,000	
8	BAY DOORS	1	EA	\$ 15,000.00		\$ 15,000	
8	MIRRORS	1	EA	\$ 100.00		\$ 100	
8	EXT. STOREFRONT DOOR	1	EA	\$ 2,500.00		\$ 2,500	
						SUBTOTAL DIV 8	\$ 33,600
9	ACT	1650	SF	\$ 8.00		\$ 13,200	
9	HARDLIDS	117	SF	\$ 10.00		\$ 1,170	
9	RESILIENT FLOORING	215	SF	\$ 8.00		\$ 1,720	
9	WALK OFF MAT	117	SF	\$ 15.00		\$ 1,755	
9	PAINT CEILINGS	2110	SF	\$ 2.00		\$ 4,220	
9	PAINT WALLS	3760	SF	\$ 2.00		\$ 7,520	
9	BURNISHED CONCRETE	3428	SF	\$ 4.00		\$ 13,712	
						SUBTOTAL DIV 9	\$ 43,297
10	FRP	512	SF	\$ 8.00		\$ 4,096	
10	LOCKERS	5	EA	\$ 750.00		\$ 3,750	
10	BATH ACCESSORIES	5	EA	\$ 100.00		\$ 500	
						SUBTOTAL DIV 10	\$ 8,346
22	DWV PIPING - UG	2110	SF	\$ 3.00		\$ 6,330	
22	DWV PIPING - OH	2110	SF	\$ 3.00		\$ 6,330	
22	WATER PIPING	2110	SF	\$ 4.50		\$ 9,495	
22	SHOWER ENCLOSURES W/ CURTAIN	1	EA	\$ 5,000.00		\$ 5,000	
22	SINKS	2	EA	\$ 1,500.00		\$ 3,000	
22	FLOOR DRAINS	1	EA	\$ 500.00		\$ 500	
22	ROOF/OVERFLOW COMBOS	1	EA	\$ 3,500.00		\$ 3,500	
22	GAS PIPING	2110	SF	\$ 2.00		\$ 4,220	
22	TRENCH DRAINS (NON TRAFFIC RATED)	20	LF	\$ 250.00		\$ 5,000	
22	HOSE BIBS	1	EA	\$ 400.00		\$ 400	
						SUBTOTAL DIV 22	\$ 43,775
23	HVAC DISTRIBUTION -GRD'S (NEW)	2110	SF	\$ 10.00		\$ 21,100	
23	HVAC DISTRIBUTION -GRD'S (MODIFY)	1130	SF	\$ 5.00		\$ 5,650	
23	NEW EXHAUST FANS	1	EA	\$ 5,000.00		\$ 5,000	
23	NEW ROOFTOP UNITS	1	EA	\$ 25,000.00		\$ 25,000	
23	PLYMOVENT	1	EA	\$ 15,000.00		\$ 15,000	
23	GAS UNIT HEATERS	1	EA	\$ 5,000.00		\$ 5,000	
						SUBTOTAL DIV 23	\$ 76,750
26	FIRE ALARM - EXTEND SYSTEM	2110	SF	\$ 3.00		\$ 6,330	
26	FIRE ALARM - MODIFY SYSTEM	1130	SF	\$ 1.50		\$ 1,695	
26	LOW VOLT ROUGH INS	1130	SF	\$ 2.50		\$ 2,825	

26	LOW VOLT ROUGH INS	2110	SF	\$ 5.00	\$ 10,550	
26	ELECTRICAL - POWER DISTRIBUTION	2110	SF	\$ 15.00	\$ 31,650	
26	ELECTRICAL - POWER DISTRIBUTION	1130	SF	\$ 5.00	\$ 5,650	
26	ELECTRICAL - PANELS 100 AMP	1	EA	\$ 5,000.00	\$ 5,000	
26	ELECTRICAL - EQUIPMENT CIRCUITS	2110	SF	\$ 5.00	\$ 10,550	
26	LIGHTNING PROTECTION	2110	SF	\$ 2.50	\$ 5,275	
26	LIGHTING -RELOCATE	1130	SF	\$ 5.00	\$ 5,650	
26	LIGHTING -NEW	2110	SF	\$ 10.00	\$ 21,100	
					SUBTOTAL DIV 26	\$ 106,275
27	LV CABLING -MODIFY	1130	SF	\$ 4.00	\$ 4,520	
27	LV CABLING - NEW	2110	SF	\$ 8.00	\$ 16,880	
					SUBTOTAL DIV 27	\$ 21,400
28	SECURITY & ACCESS CONTROL	3240	SF	\$ 12.00	\$ 38,880	
					SUBTOTAL DIV 28	\$ 38,880
31	EXCAVATION AND BACKFILL -FOUNDATIONS	124	LF	\$ 50.00	\$ 6,200	
31	OVER-EX BUILDING PAD -2' DEEP	156	CY	\$ 15.00	\$ 2,340	
31	EARTHWORK MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000	
31	SAWCUT	130	LF	\$ 5.00	\$ 650	
31	DEMO EXISTING HARDSCAPES	2110	SF	\$ 3.50	\$ 7,385	
					SUBTOTAL DIV 31	\$ 21,575
32	HANGING BIKE STORAGE	1	EA	\$ 1,500.00	\$ 1,500	
32	CHAIN LINK FENCE GATES	4	EA	\$ 500.00	\$ 2,000	
32	CHAIN LINK FENCE ENCLOSURE -12' H	34	LF	\$ 65.00	\$ 2,210	
					SUBTOTAL DIV 32	\$ 5,710
	SUBTOTAL CONSTRUCTION COST				\$ 875,141	\$ 875,141
	GENERAL CONDITIONS	3	MO	\$ 35,000.00	\$ 105,000	
	FEE	4	%		\$ 39,206	
	CONTINGENCY	10	%		\$ 87,514	
	ESCALATION	2.5	%		\$ 27,672	
	PERMIT FEES	1	LS		\$ 9,862	
	INSURANCE & BONDS	1	LS		\$ 19,923	
	SUBTOTAL INDIRECT COST				\$ 289,177	\$ 289,177
	TOTAL PROJECT COST					\$ 1,164,318
	QUALIFICATIONS/FOOTNOTES					
	APPLIANCES, LAUNDRY EQUIP, FURNITURE ASSUMED TO BE BY OWNER					
	ASSUMES EXISTING UTILITIES ARE ABLE TO ACCOMMODATE ADDITION					

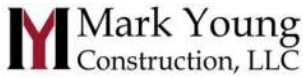


JOHNSTOWN POLICE DEPT. RENOVATION - TRAINING ADDITION
CONCEPT ESTIMATE

1190 SF ADDITION
2891 SF RENOVATION (325 SF HEAVY)

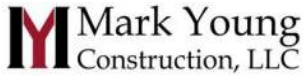
PRELIMINARY CONCEPT ESTIMATE		4081 SF					
DIVISION	DESCRIPTION	QTY	UNIT	UNIT COST		SUBTOTAL	TOTAL
1	SURVEY ALLOWANCE	1	LS	\$ 5,000.00		\$ 5,000	
1	TEMP FENCE	80	LF	\$ 10.00		\$ 800	
1	DUMPSTER/HAUL OFF ALLOWANCE	1	LS	\$ 5,000.00		\$ 5,000	
1	WEATHER PROTECTION ALLOWANCE	1	LS	\$ 10,000.00		\$ 10,000	
1	DAILY/FINAL CLEAN	4081	SF	\$ 3.00		\$ 12,243	
						SUBTOTAL DIV 1	\$ 33,043
2	INTERIOR DEMO	325	SF	\$ 5.00		\$ 1,625	
2	DEMO FLOORING	2891	SF	\$ 2.00		\$ 5,782	
2	TEMP PARTITIONS	28	LF	\$ 50.00		\$ 1,400	
2	DEMO EXT WALL	520	SF	\$ 15.00		\$ 7,800	
						SUBTOTAL DIV 2	\$ 16,607
3	FOUNDATIONS - 2X3	70	LF	\$ 250.00		\$ 17,500	
3	SLAB ON GRADE	1190	SF	\$ 8.50		\$ 10,115	
3	PAD FOOTINGS	2	EA	\$ 2,000.00		\$ 4,000	
						SUBTOTAL DIV 3	\$ 31,615
4	BRICK VENEER	1590	SF	\$ 35.00		\$ 55,650	
						SUBTOTAL DIV 4	\$ 55,650
5	STEEL STRUCTURE - NO JOIST AND DECK	1190	SF	\$ 35.00		\$ 41,650	
						SUBTOTAL DIV 5	\$ 41,650
6	WOOD TRUSSES & DECK	1600	SF	\$ 15.00		\$ 24,000	
6	BLOCKING -CASEWORK	130	LF	\$ 5.00		\$ 650	
6	NEW METAL CASEWORK (WEAPONS)	15	LF	\$ 750.00		\$ 11,250	
6	NEW WOOD CASEWORK (KITCHEN)	50	LF	\$ 500.00		\$ 25,000	
						SUBTOTAL DIV 6	\$ 60,900
7	REPLACE MEMBRANE ROOF ASSEMBLY	1993	SF	\$ 17.50		\$ 34,878	
7	STANDING SEAM METAL ROOF	1600	SF	\$ 25.00		\$ 40,000	
7	REPLACE STANDING SEAM METAL ROOF	1638	SF	\$ 30.00		\$ 49,140	
7	FOUNDATION INSULATION	140	SF	\$ 4.00		\$ 560	
7	DAMPROOFING	140	SF	\$ 4.00		\$ 560	
7	WEATHER BARRIER & RIGID INSULATION ABOVE GRADE	1590	SF	\$ 6.50		\$ 10,335	
						SUBTOTAL DIV 7	\$ 135,473
8	DOORS & FRAMES	4	EA	\$ 2,000.00		\$ 8,000	
8	EXT. STOREFRONT DOOR	1	EA	\$ 2,500.00		\$ 2,500	
8	EXT. STOREFRONT	126	SF	\$ 95.00		\$ 11,970	
						SUBTOTAL DIV 8	\$ 22,470
9	ACT	3991	SF	\$ 8.00		\$ 31,928	
9	PERIMETER 6" WALLS W/INSULATION & SHEATHING -25' H	70	LF	\$ 450.00		\$ 31,500	
9	DRYWALL & INSULATION -INTERIOR WALLS	65	LF	\$ 150.00		\$ 9,750	
9	RESILIENT FLOORING	337	SF	\$ 8.00		\$ 2,696	
9	CARPET	2260	SF	\$ 4.00		\$ 9,040	
9	WALL TILE	60	SF	\$ 25.00		\$ 1,500	
9	PAINT WALLS/DOORS	4081	SF	\$ 2.00		\$ 8,162	
9	BURNISHED CONCRETE	1484	SF	\$ 4.00		\$ 5,936	
						SUBTOTAL DIV 9	\$ 100,512
22	DWV PIPING - UG	1190	SF	\$ 3.00		\$ 3,570	
22	DWV PIPING - OH	1190	SF	\$ 3.00		\$ 3,570	
22	WATER PIPING	1190	SF	\$ 4.50		\$ 5,355	
22	DRINKING FOUNTAIN	1	EA	\$ 1,500.00		\$ 1,500	
22	SINKS	1	EA	\$ 1,500.00		\$ 1,500	
22	GAS PIPING	1190	SF	\$ 2.00		\$ 2,380	
22	HOSE BIBS	1	EA	\$ 400.00		\$ 400	
						SUBTOTAL DIV 22	\$ 18,275
23	HVAC DISTRIBUTION -GRD'S (NEW)	1190	SF	\$ 10.00		\$ 11,900	
23	HVAC DISTRIBUTION -GRD'S (MODIFY)	325	SF	\$ 5.00		\$ 1,625	
23	NEW EXHAUST FANS	1	EA	\$ 5,000.00		\$ 5,000	
23	NEW ROOFTOP UNITS	1	EA	\$ 25,000.00		\$ 25,000	
						SUBTOTAL DIV 23	\$ 43,525
26	FIRE ALARM - EXTEND SYSTEM	1190	SF	\$ 3.00		\$ 3,570	
26	FIRE ALARM - MODIFY SYSTEM	325	SF	\$ 1.50		\$ 488	
26	LOW VOLT ROUGH INS	325	SF	\$ 2.50		\$ 813	
26	LOW VOLT ROUGH INS	1190	SF	\$ 5.00		\$ 5,950	
26	ELECTRICAL - POWER DISTRIBUTION	1190	SF	\$ 15.00		\$ 17,850	
26	ELECTRICAL - POWER DISTRIBUTION	325	SF	\$ 5.00		\$ 1,625	
26	ELECTRICAL - PANELS 100 AMP	1	EA	\$ 5,000.00		\$ 5,000	
26	ELECTRICAL - EQUIPMENT CIRCUITS	1190	SF	\$ 5.00		\$ 5,950	
26	LIGHTNING PROTECTION	1190	SF	\$ 2.50		\$ 2,975	
26	LIGHTING -RELOCATE	325	SF	\$ 5.00		\$ 1,625	
26	LIGHTING -NEW	1190	SF	\$ 10.00		\$ 11,900	
						SUBTOTAL DIV 26	\$ 57,745
27	LV CABLING -MODIFY	325	SF	\$ 4.00		\$ 1,300	
27	LV CABLING - NEW	1190	SF	\$ 8.00		\$ 9,520	
						SUBTOTAL DIV 27	\$ 10,820
28	ACCESS CONTROL	1515	SF	\$ 8.00		\$ 12,120	
						SUBTOTAL DIV 28	\$ 12,120
31	EXCAVATION AND BACKFILL -FOUNDATIONS	70	LF	\$ 50.00		\$ 3,500	
31	OVER-EX BUILDING PAD -2' DEEP	115	CY	\$ 15.00		\$ 1,725	
31	EARTHWORK MOBILIZATION	1	LS	\$ 5,000.00		\$ 5,000	
31	SAWCUT	70	LF	\$ 5.00		\$ 350	

31	DEMO EXISTING HARDSCAPES	1190	SF	\$	5.00	\$	5,950	
							SUBTOTAL DIV 31	\$ 16,525
	SUBTOTAL CONSTRUCTION COST						\$ 656,930	\$ 656,930
	GENERAL CONDITIONS	3	MO	\$	35,000.00	\$	105,000	
	FEE	4	%			\$	30,477	
	CONTINGENCY	10	%			\$	65,693	
	ESCALATION	2.5	%			\$	21,452	
	PERMIT FEES	1	LS			\$	3,061	
	INSURANCE & BONDS	1	LS			\$	15,832	
	SUBTOTAL INDIRECT COST						\$ 241,515	\$ 241,515
	TOTAL PROJECT COST							\$ 898,445
	QUALIFICATIONS/FOOTNOTES							
	APPLIANCES, LAUNDRY EQUIP, FURNITURE ASSUMED TO BE BY OWNER							
	ASSUMES EXISTING UTILITIES ARE ABLE TO ACCOMMODATE ADDITION							



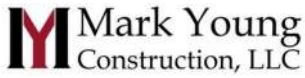
JOHNSTOWN POLICE DEPT. RENOVATION - CORE AREA
CONCEPT ESTIMATE

PRELIMINARY CONCEPT ESTIMATE		4260 SF	RENOVATION			
DIVISION	DESCRIPTION	UNIT	UNIT COST		SUBTOTAL	TOTAL
1	DUMPSTER/HAUL OFF ALLOWANCE	1 LS	\$ 5,000.00		\$ 5,000	
1	DAILY/FINAL CLEAN	4260 SF	\$ 3.00		\$ 12,780	
					SUBTOTAL DIV 1	\$ 17,780
2	INTERIOR DEMO	4260 SF	\$ 5.00		\$ 21,300	
2	DEMO FLOORING	4260 SF	\$ 2.00		\$ 8,520	
2	DEMO SLAB FOR PLUMBING	25 SF	\$ 25.00		\$ 625	
					SUBTOTAL DIV 2	\$ 30,445
3	SLAB ON GRADE - PLUMBING TRENCH	25 SF	\$ 25.00		\$ 625	
					SUBTOTAL DIV 3	\$ 625
6	BLOCKING - CASEWORK	170 LF	\$ 5.00		\$ 850	
6	NEW WOOD CASEWORK	85 LF	\$ 500.00		\$ 42,500	
					SUBTOTAL DIV 6	\$ 43,350
7	REPLACE MEMBRANE ROOF ASSEMBLY	4420 SF	\$ 17.50		\$ 77,350	
7	REPLACE STANDING SEAM METAL ROOF	1653 SF	\$ 30.00		\$ 49,590	
					SUBTOTAL DIV 7	\$ 126,940
8	DOORS & FRAMES	10 EA	\$ 2,000.00		\$ 20,000	
8	INT. LOBBY WINDOW	60 SF	\$ 60.00		\$ 3,600	
					SUBTOTAL DIV 8	\$ 23,600
9	ACT	4260 SF	\$ 8.00		\$ 34,080	
9	DRYWALL & INSULATION -INTERIOR WALLS	158 LF	\$ 150.00		\$ 23,700	
9	CARPET	2806 SF	\$ 4.00		\$ 11,224	
9	PATCH FLOOR TILE FOR PLUMBING TRENCH	25 SF	\$ 25.00		\$ 625	
9	PAINT WALLS	4260 SF	\$ 2.00		\$ 8,520	
9	BURNISHED CONCRETE	1454 SF	\$ 4.00		\$ 5,816	
					SUBTOTAL DIV 9	\$ 83,965
22	DWV PIPING - UG	10 LF	\$ 50.00		\$ 500	
22	WATER PIPING	15 LF	\$ 50.00		\$ 750	
22	SINKS	1 EA	\$ 1,500.00		\$ 1,500	
					SUBTOTAL DIV 22	\$ 2,750
23	HVAC DISTRIBUTION -GRD'S (MODIFY)	4260 SF	\$ 5.00		\$ 21,300	
					SUBTOTAL DIV 23	\$ 21,300
26	FIRE ALARM - MODIFY SYSTEM	4260 SF	\$ 1.50		\$ 6,390	
26	LOW VOLT ROUGH INS	4260 SF	\$ 2.50		\$ 10,650	
26	ELECTRICAL - POWER DISTRIBUTION	4260 SF	\$ 5.00		\$ 21,300	
26	LIGHTING -NEW	4260 SF	\$ 10.00		\$ 42,600	
					SUBTOTAL DIV 26	\$ 80,940
27	LV CABLING -MODIFY	4260 SF	\$ 4.00		\$ 17,040	
					SUBTOTAL DIV 27	\$ 17,040
28	ACCESS CONTROL	4260 SF	\$ 6.00		\$ 25,560	
					SUBTOTAL DIV 28	\$ 25,560
	SUBTOTAL CONSTRUCTION COST				\$ 474,295	\$ 474,295
	GENERAL CONDITIONS	4 MO	\$ 35,000.00		\$ 140,000	
	FEE	4 %			\$ 24,572	
	CONTINGENCY	10 %			\$ 47,430	
	ESCALATION	2.5 %			\$ 17,157	
	PERMIT FEES	1 LS			\$ 2,448	
	INSURANCE & BONDS	LS			\$ 12,662	
	SUBTOTAL INDIRECT COST				\$ 15,110	\$ 15,110
	TOTAL PROJECT COST					\$ 489,405
	QUALIFICATIONS/FOOTNOTES					
	APPLIANCES, LAUNDRY EQUIP, FURNITURE ASSUMED TO BE BY OWNER					
	ASSUMES EXISTING HVAC EQUIPMENT AT CORE AREA TO BE RE-USED					



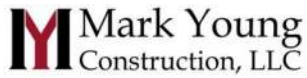
JOHNSTOWN POLICE DEPT. RENOVATION - EXTERIOR
CONCEPT ESTIMATE

PRELIMINARY CONCEPT ESTIMATE						
DIVISION	DESCRIPTION	UNIT	UNIT COST	SUBTOTAL	TOTAL	
1	SURVEY ALLOWANCE	1 LS	\$ 5,000.00	\$ 5,000		
1	DUMPSTER/HAUL OFF ALLOWANCE	1 LS	\$ 5,000.00	\$ 5,000		
1	WEATHER PROTECTION ALLOWANCE	1 LS	\$ 10,000.00	\$ 10,000		
1	TEMP FENCE	482 LF	\$ 10.00	\$ 4,820		
				SUBTOTAL DIV 1	\$	24,820
3	CURB AND GUTTER	290 LF	\$ 30.00	\$ 8,700		
3	LIGHT POLE BASES	2 EA	\$ 1,500.00	\$ 3,000		
3	PAD FOOTINGS	7 EA	\$ 2,000.00	\$ 14,000		
3	HC RAMPS	2 EA	\$ 1,500.00	\$ 3,000		
3	SIDEWALKS	418 SF	\$ 8.00	\$ 3,344		
				SUBTOTAL DIV 3	\$	32,044
5	CANOPY STRUCTURE	2400 SF	\$ 35.00	\$ 84,000		
				SUBTOTAL DIV 5	\$	84,000
7	STANDING SEAM METAL ROOF	2400 SF	\$ 25.00	\$ 60,000		
				SUBTOTAL DIV 7	\$	60,000
9	PAINT PARKING STRUCTURE	2400 SF	\$ 3.00	\$ 7,200		
				SUBTOTAL DIV 9	\$	7,200
26	LIGHT POLES	2 EA	\$ 3,500.00	\$ 7,000		
26	LIGHTING -NEW	2400 SF	\$ 10.00	\$ 24,000		
				SUBTOTAL DIV 26	\$	31,000
31	EARTHWORK MOBILIZATION	1 LS	\$ 5,000.00	\$ 5,000		
31	CLEAR AND GRUB	4911 SF	\$ 0.50	\$ 2,456		
31	SUBGRADE PREP BELOW PAVING -1' RECONDITION	527 CY	\$ 10.00	\$ 5,270		
31	GRADE SITE	7110 SF	\$ 0.50	\$ 3,555		
31	SAWCUT	122 LF	\$ 5.00	\$ 610		
31	DEMO EXISTING HARDSCAPES	2400 SF	\$ 3.50	\$ 8,400		
31	DEMO CURB & GUTTER	360 LF	\$ 5.00	\$ 1,800		
31	EXCAVATE PAD FOOTINGS	7 EA	\$ 500.00	\$ 3,500		
31	EROSION CONTROL ALLOWANCE	1 LS	\$ 10,000.00	\$ 10,000		
				SUBTOTAL DIV 31	\$	40,591
32	NEW PAVING	790 SY	\$ 40.00	\$ 31,600		
32	STRIPING/SIGNAGE	7110 SF	\$ 0.50	\$ 3,555		
32	LANDSCAPE REPAIR	1685 SF	\$ 7.00	\$ 11,795		
32	SECURITY FENCE	120 LF	\$ 100.00	\$ 12,000		
				SUBTOTAL DIV 32	\$	58,950
33	STORM PIPING ALLOWANCE	100 LF	\$ 150.00	\$ 15,000		
33	STORM INLET ALLOWANCE	1 EA	\$ 7,500.00	\$ 7,500		
33	UTILITY MOBILIZATION	1 EA	\$ 5,000.00	\$ 5,000		
				SUBTOTAL DIV 33	\$	27,500
SUBTOTAL CONSTRUCTION COST				\$ 366,105	\$	366,105
	GENERAL CONDITIONS	6 MO		\$ -	INCL W/ ADDITIONS	
	FEE	4 %		\$ 14,644		
	CONTINGENCY	10 %		\$ 36,610		
	ESCALATION	2.5 %		\$ 10,434		
	PERMIT FEES	1 LS		\$ 1,489		
	INSURANCE & BONDS	1 LS		\$ 7,700		
SUBTOTAL INDIRECT COST				\$ 70,878	\$	70,878
TOTAL PROJECT COST					\$	436,982
QUALIFICATIONS/FOOTNOTES						
ADDITIONAL INLET ASSUMED FOR ADDED PARKING AREAS						
ASSUMES CAR-PORT CANOPIES DRAIN TO GRADE						



JOHNSTOWN POLICE DEPT. RENOVATION -CARPORT OPTION
CONCEPT ESTIMATE

PRELIMINARY CONCEPT ESTIMATE						
DIVISION	DESCRIPTION	UNIT	UNIT COST		SUBTOTAL	TOTAL
1	SURVEY ALLOWANCE	1 LS	\$ 2,500.00		\$ 2,500	
					SUBTOTAL DIV 1	\$ 2,500
3	CURB AND GUTTER	82 LF	\$ 30.00		\$ 2,460	
3	PAD FOOTINGS	9 EA	\$ 2,000.00		\$ 18,000	
					SUBTOTAL DIV 3	\$ 20,460
5	CANOPY STRUCTURE	3206 SF	\$ 35.00		\$ 112,210	
					SUBTOTAL DIV 5	\$ 112,210
7	STANDING SEAM METAL ROOF	3206 SF	\$ 25.00		\$ 80,150	
					SUBTOTAL DIV 7	\$ 80,150
9	PAINT PARKING STRUCTURE	3206 SF	\$ 3.00		\$ 9,618	
					SUBTOTAL DIV 9	\$ 9,618
26	LIGHTING -NEW	3206 SF	\$ 10.00		\$ 32,060	
					SUBTOTAL DIV 26	\$ 32,060
31	EXCAVATE PAD FOOTINGS	9 EA	\$ 500.00		\$ 4,500	
					SUBTOTAL DIV 31	\$ 4,500
	SUBTOTAL CONSTRUCTION COST				\$ 261,498	\$ 261,498
	GENERAL CONDITIONS				\$ -	PERFORMED W/SITEWORK
	FEE	4 %			\$ 10,460	
	CONTINGENCY	10 %			\$ 26,150	
	ESCALATION	2.5 %			\$ 7,453	
	PERMIT FEES	1 LS			\$ 1,063	
	INSURANCE & BONDS	LS			\$ 5,500	
	SUBTOTAL INDIRECT COST				\$ 50,626	\$ 50,626
	TOTAL PROJECT COST					\$ 312,124
	QUALIFICATIONS/FOOTNOTES					
	ASSUMES CAR-PORT CANOPIES DRAIN TO GRADE					



JOHNSTOWN POLICE DEPT. RENOVATION -NEW ACCESS
CONCEPT ESTIMATE

PRELIMINARY CONCEPT ESTIMATE						
DIVISION	DESCRIPTION	UNIT	UNIT COST		SUBTOTAL	TOTAL
1	SURVEY ALLOWANCE	1 LS	\$ 2,500.00		\$ 2,500	
					SUBTOTAL DIV 1	\$ 2,500
3	CROSSPANS	556 SF	\$ 15.00		\$ 8,340	
3	CURB & GUTTER	150 LF	\$ 30.00		\$ 4,500	
					SUBTOTAL DIV 3	\$ 12,840
26	ELECTRICAL - GATE POWER	1 EA	\$ 2,500.00		\$ 2,500	
					SUBTOTAL DIV 26	\$ 2,500
28	ACCESS CONTROL -GATE CARD READER	1 EA	\$ 3,500.00		\$ 3,500	
					SUBTOTAL DIV 28	\$ 3,500
31	CLEAR AND GRUB	1514 SF	\$ 0.50		\$ 757	
31	SUBGRADE PREP BELOW PAVING -2' RECONDITION	112 CY	\$ 10.00		\$ 1,120	
31	GRADE SITE	1514 SF	\$ 0.50		\$ 757	
31	DEMO CURB & GUTTER	120 LF	\$ 5.00		\$ 600	
31	TRAFFIC CONTROL ALLOWANCE	1 LS	\$ 5,000.00		\$ 5,000	
					SUBTOTAL DIV 31	\$ 8,234
32	NEW PAVING	106 SY	\$ 35.00		\$ 3,710	
32	LANDSCAPE REPAIR	250 SF	\$ 7.00		\$ 1,750	
32	SECURITY FENCE -AUTOMATIC GATE	1 EA	\$ 15,000.00		\$ 15,000	
					SUBTOTAL DIV 32	\$ 20,460
	SUBTOTAL CONSTRUCTION COST				\$ 50,034	\$ 50,034
	GENERAL CONDITIONS				\$ -	PERFORMED W/SITWORK
	FEE	4 %			\$ 2,001	
	CONTINGENCY	10 %			\$ 5,003	
	ESCALATION	2.5 %			\$ 1,426	
	PERMIT FEES	1 LS			\$ 203	
	INSURANCE & BONDS	1 LS			\$ 1,052	
	SUBTOTAL INDIRECT COST				\$ 9,687	\$ 9,687
	TOTAL PROJECT COST					\$ 59,721
	QUALIFICATIONS/FOOTNOTES					



Preconstruction Services Proposal (Based on 22 Weeks)

Activity	Quantity	Unit	Rate	Total
Project Manager	66	Hours	\$100.00	\$6,600
Preconstruction Manager	66	Hours	\$100.00	\$6,600
Miscellaneous Reimbursables	1	Lump Sum	\$ 1,500	\$1,500
Preconstruction Total				\$14,700

Construction Phase General Conditions & Requirements Proposal (Based on 42 Weeks)

Activity	Quantity	Unit	Rate	Total
Project Manager	420	Hours	\$100.00	\$42,000
Superintendent	1680	Hours	\$90.00	\$151,200
Safety	168	Hours	\$100.00	\$16,800
Project Engineer	1680	Hours	\$60.00	\$100,800
Subtotal General Conditions				\$310,800

Activity	Quantity	Unit	Rate	Total
Jobsite Office	10	Months	\$750	\$7,500
Internet & Computer	10	Months	\$300	\$3,000
Storage Container	10	Months	\$100	\$1,000
Cellular Phone	10	Months	\$300	\$3,000
Office Supplies	10	Months	\$100	\$1,000
First Aid Supplies	10	Months	\$50	\$500
Vehicle	10	Months	\$2,275	\$22,750
Drinking Water	10	Months	\$50	\$500
Fire Extinguishers	10	Months	\$25	\$250
Mobilization	1	Each	\$1,250	\$1,250
Demobilization	1	Each	\$1,250	\$1,250
Subtotal General Requirements				\$42,000
General Conditions Total				\$352,800

The following mark-ups will be applied to Construction Phase Costs:

Payment & Performance Bond:			1.00%	
Builders Risk Insurance:			0.25%	
General Liability Insurance:			0.55%	
Construction Phase Fee:			4.00%	

The following Items are assumed to be provided by the Owner or Design Team (A/E) and are excluded:

Special Inspection or Testing Consultants				
Soils Investigations				
Geotechnical Reports				
Cost of Design & Engineering				
A/E Costs for Bid Packages				
Project Financing & Interest Costs				
Project Interim Financing Costs				
Other Costs that have not been listed				

Costs for the following items are excluded from General Conditions or Construction Phase Fee and assumed to be reimbursed as Construction Phase Costs once scope of work is established:

Traffic Control/Barricades				
Subcontractor Supplier Costs & Bonds				
Quality Control Testing				
Permit Fees				
Sales and Use Taxes				
Erosion Control				
Bonds & Insurance				
Equipment Rentals				
Weather Protection				
Temporary Enclosures				
Snow Removal				
Temporary Utilities -Water, Gas, Electrical				
Cleaning				
Fencing				
Dumpster / Debris Hauling				

Certificate of Good Standing



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,

Mark Young Construction, LLC

is an entity formed or registered under the law of Delaware, 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 19891035187.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/05/2023 that have been posted, and by documents delivered to this office
electronically through 06/06/2023 @ 13:04:52.

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 06/06/2023 @ 13:04:52 in accordance with applicable law.
This certificate is assigned Confirmation Number 15042673.



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."

Project Schedule





Project Schedule

The major population growth and investment in the Colorado market has put a strain on resources. We plan to solicit as many subcontractors as possible early to ensure we choose the right fit for this project. We will make sure subcontractors are committed and use our experienced management leaders to oversee a successful outcome. Through our MYC P2 scheduling (“Predictable Production”), we take the schedule to the next step to make sure subcontractors are on point and know what they need to accomplish each day.

MYC’s approach to constructing the projects begins with our company’s vision: “MYC is committed to changing how construction services are delivered. We believe it is our purpose to provide and environment in which our construction teams and partners are safe, productive, and successful. Our goal is to consistently deliver each of our projects in a predictable and reliable manner.”

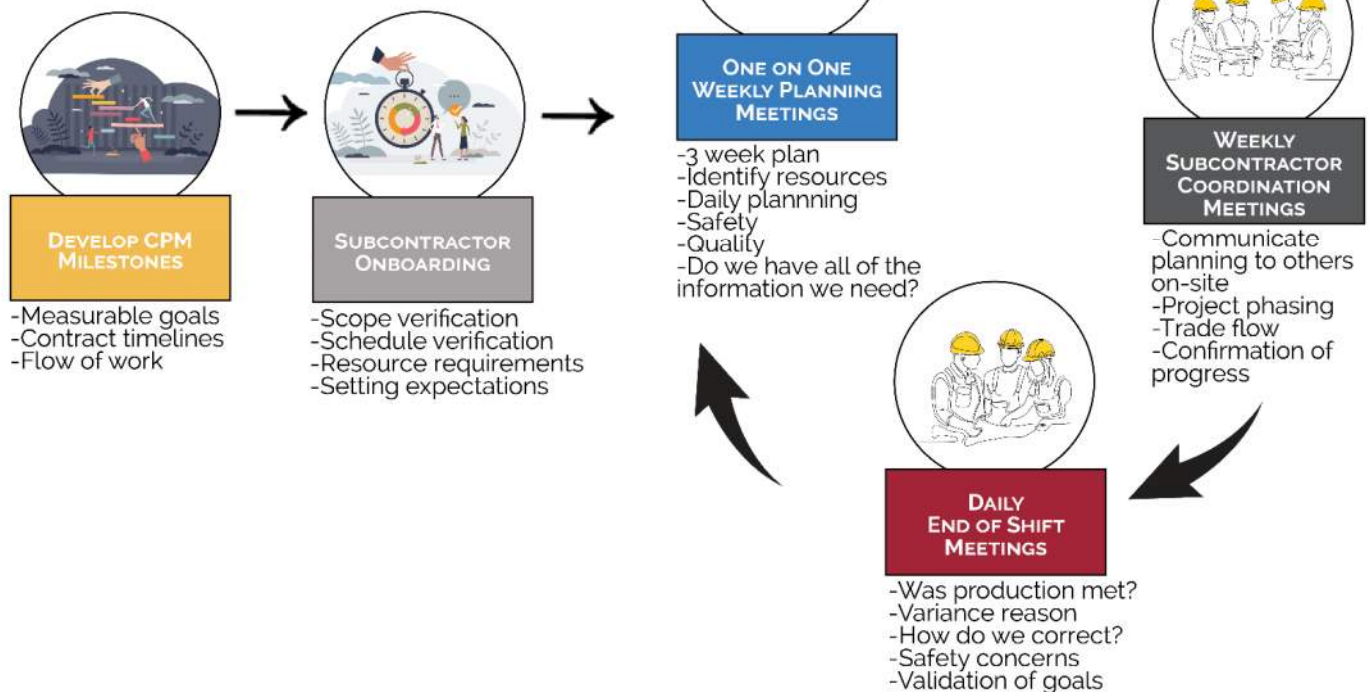
And we strive everyday towards our Production Vision: “Every day every crew will complete its daily crew assignment and production goal effectively and efficiently without incident or defect, all within a safe working environment.”

The two statements define our mission and goal that our teams on site work towards. Through use of our MYC P2 system of communication, transparency, and accountability on the jobsite, results on our projects are continually improving.

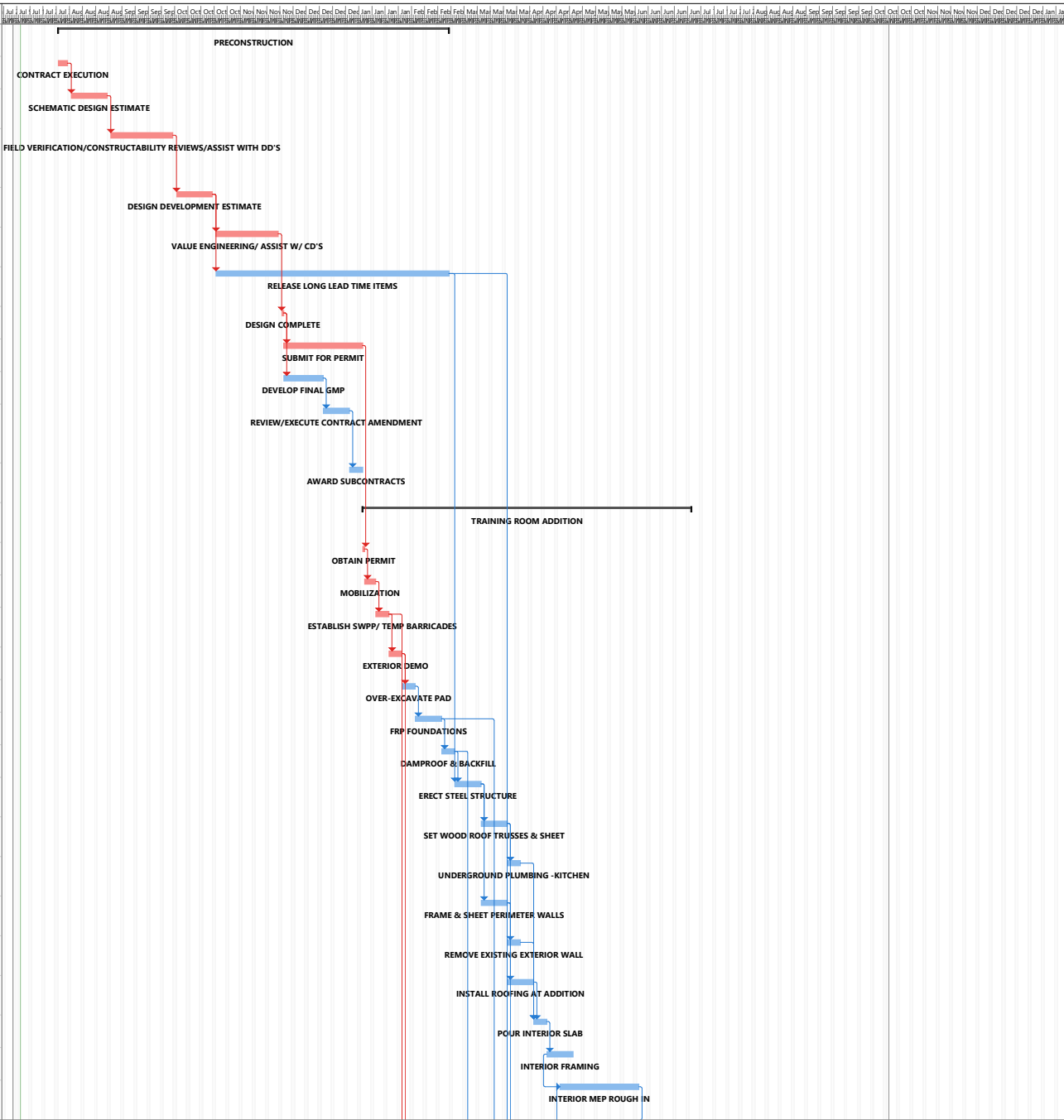
Your project is expected to begin construction in January of 2024 and expected to be completed in October 2024. Our conceptual schedule is shown on the following page. We will coordinate with staff for parking, utility shutdowns, temporary partitions, and any phasing required.

Figure 5 – P2 Procedure

Mark Young Construction, LLC P2 Procedure

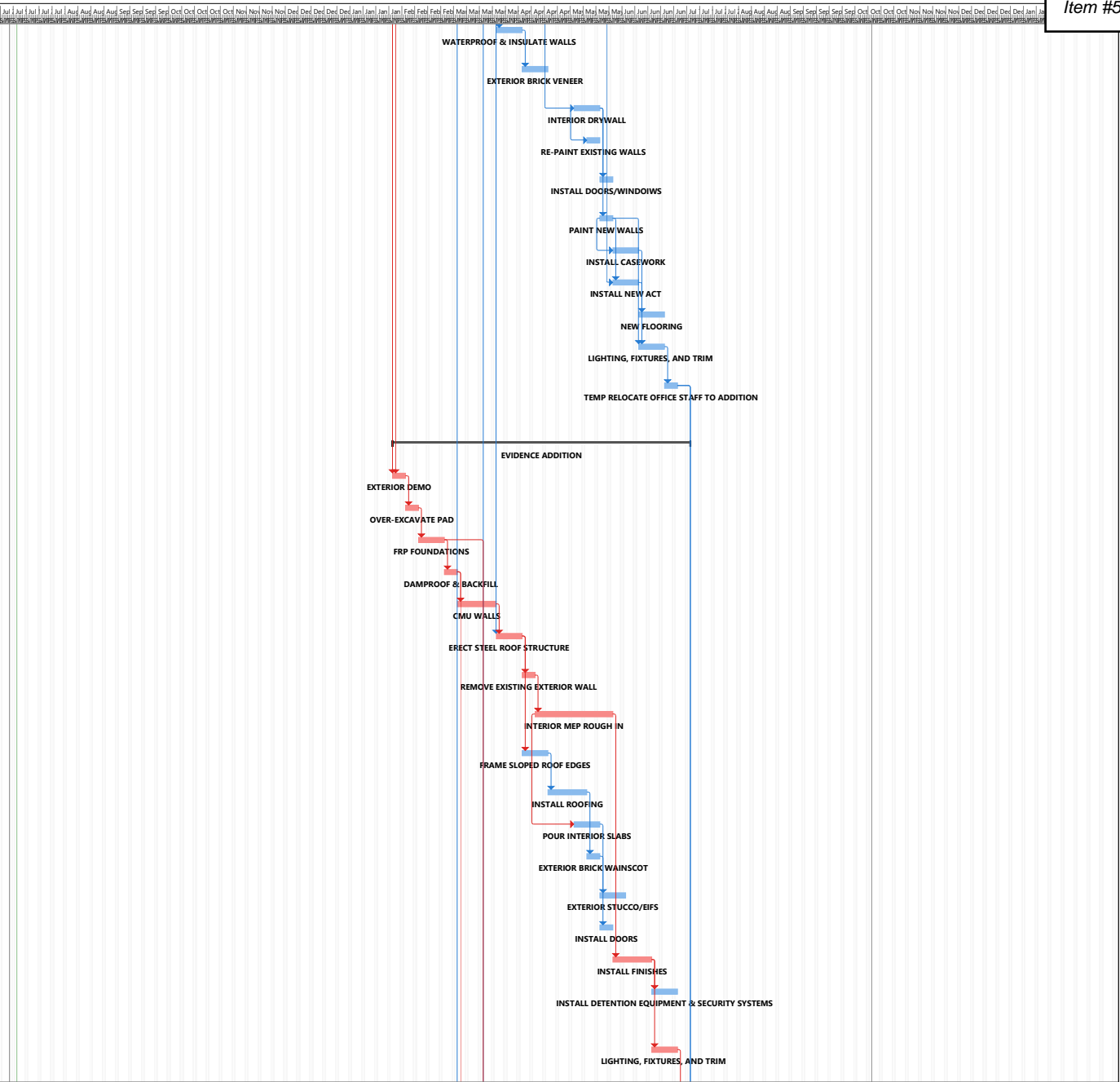


ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		PRECONSTRUCT	150 days	Mon 7/31/23	Fri 2/23/24		
2		CONTRACT EXECUTION	5 days	Mon 7/31/23	Fri 8/4/23		
3		SCHEMATIC DESIGN	15 days	Mon 8/7/23	Fri 8/25/23	2	
4		FIELD VERIFICATION/REVIEWS/ASSIST WITH DD'S	25 days	Mon 8/28/23	Fri 9/29/23	3	
5		DESIGN DEVELOPMENT ESTIMATE	15 days	Mon 10/2/23	Fri 10/20/23	4	
6		VALUE ENGINEERING/ ASSIST W/ CD'S	25 days	Mon 10/23/23	Fri 11/24/23	5	
7		RELEASE LONG LEAD TIME ITEMS	90 days	Mon 10/23/23	Fri 2/23/24	5	
8		DESIGN COMPLETE	1 day	Mon 11/27/23	Mon 11/27/23	6	
9		SUBMIT FOR PERMIT	30 days	Tue 11/28/23	Mon 1/8/24	8	
10		DEVELOP FINAL GMP	15 days	Tue 11/28/23	Mon 12/18/23	8	
11		REVIEW/EXECUTE CONTRACT AMENDMENT	10 days	Tue 12/19/23	Mon 1/1/24	10	
12		AWARD SUBCONTRACT	5 days	Tue 1/2/24	Mon 1/8/24	11	
13		TRAINING ROOM ADDITION	125 days	Tue 1/9/24	Mon 7/1/24		
14		OBTAIN PERMIT	1 day	Tue 1/9/24	Tue 1/9/24	9	
15		MOBILIZATION	4 days	Wed 1/10/24	Mon 1/15/24	14	
16		ESTABLISH SWPP/ TEMP BARRICADES	5 days	Tue 1/16/24	Mon 1/22/24	15	
17		EXTERIOR DEMO	5 days	Tue 1/23/24	Mon 1/29/24	16	
18		OVER-EXCAVATE PAD	5 days	Tue 1/30/24	Mon 2/5/24	17	
19		FRP FOUNDATIONS	10 days	Tue 2/6/24	Mon 2/19/24	18	
20		DAMPROOF & BACKFILL	5 days	Tue 2/20/24	Mon 2/26/24	19	
21		ERECT STEEL STRUCTURE	10 days	Tue 2/27/24	Mon 3/11/24	20,7	
22		SET WOOD ROOF TRUSSES & UNDERGROUND PLUMBING	10 days	Tue 3/12/24	Mon 3/25/24	21	
23		UNDERGROUND PLUMBING - KITCHEN	5 days	Tue 3/26/24	Mon 4/1/24	22	
24		FRAME & SHEET PERIMETER WALLS	10 days	Tue 3/12/24	Mon 3/25/24	21	
25		REMOVE EXISTING EXTERIOR WALL	5 days	Tue 3/26/24	Mon 4/1/24	24	
26		INSTALL ROOFING AT ADDITION	10 days	Tue 3/26/24	Mon 4/8/24	22	
27		POUR INTERIOR SLAB	5 days	Tue 4/9/24	Mon 4/15/24	23,25,26	
28		INTERIOR FRAMING	10 days	Tue 4/16/24	Mon 4/29/24	27	
29		INTERIOR MEP ROUGH IN	30 days	Tue 4/23/24	Mon 6/3/24	28SS+5 days	



Project: Johnstown PD - Schedule
Date: Tue 7/11/23

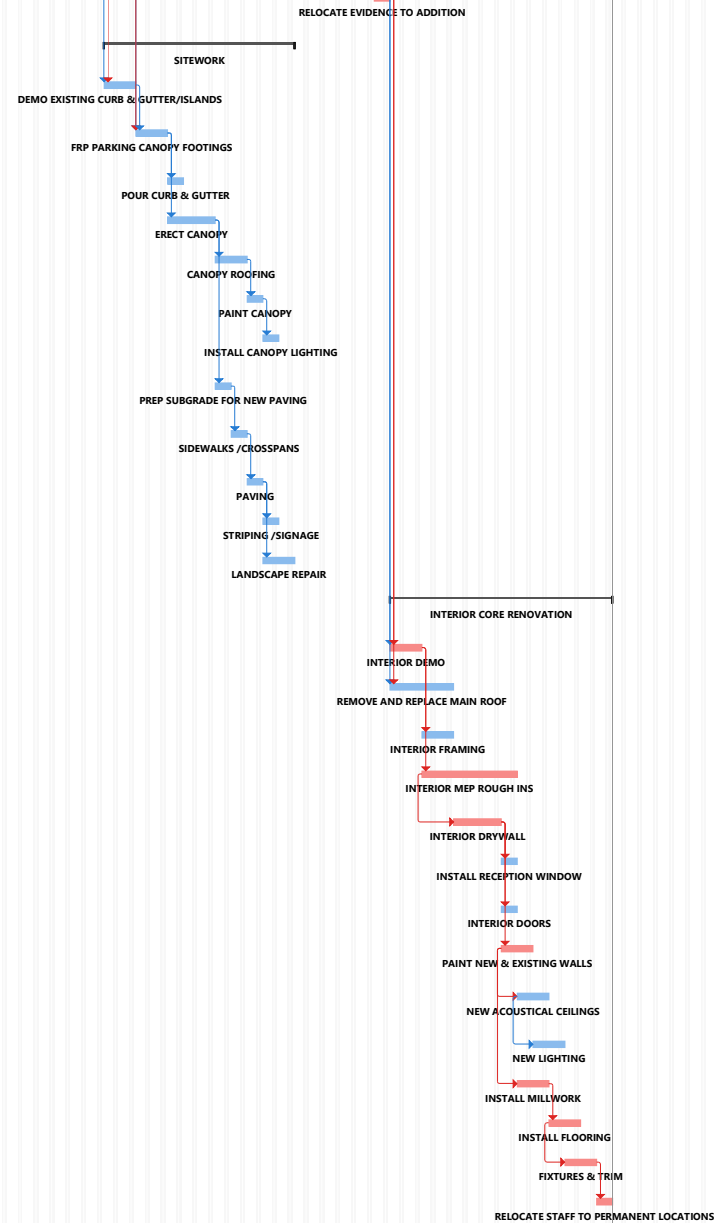
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
30		WATERPROOF & INSULATE WALLS	10 days	Tue 3/26/24	Mon 4/8/24	24	
31		EXTERIOR BRICK VENEER	10 days	Tue 4/9/24	Mon 4/22/24	30	
32		INTERIOR DRYWALL	10 days	Tue 5/7/24	Mon 5/20/24	29SS+10 days	
33		RE-PAINT EXISTING WALLS	5 days	Tue 5/14/24	Mon 5/20/24	32SS+5 days	
34		INSTALL DOORS/WINDOWS	5 days	Tue 5/21/24	Mon 5/27/24	32	
35		PAINT NEW WALLS	5 days	Tue 5/21/24	Mon 5/27/24	32	
36		INSTALL CASEWORK	10 days	Tue 5/28/24	Mon 6/10/24	35SS+5 days	
37		INSTALL NEW ACT	10 days	Tue 5/28/24	Mon 6/10/24	29FS-5 days,35	
38		NEW FLOORING	10 days	Tue 6/11/24	Mon 6/24/24	36	
39		LIGHTING, FIXTURES, AND TRIM	10 days	Tue 6/11/24	Mon 6/24/24	35,37	
40		TEMP RELOCATE OFFICE STAFF TO ADDITION	5 days	Tue 6/25/24	Mon 7/1/24	39	
41		EVIDENCE ADDITION	115 days	Tue 1/30/24	Mon 7/8/24		
42		EXTERIOR DEMO	5 days	Tue 1/30/24	Mon 2/5/24	16,17	
43		OVER-EXCAVATE PAD	5 days	Tue 2/6/24	Mon 2/12/24	42	
44		FRP FOUNDATIONS	10 days	Tue 2/13/24	Mon 2/26/24	43	
45		DAMPROOF & BACKFILL	5 days	Tue 2/27/24	Mon 3/4/24	44	
46		CMU WALLS	15 days	Tue 3/5/24	Mon 3/25/24	45	
47		ERECT STEEL ROOF STRUCTURE	10 days	Tue 3/26/24	Mon 4/8/24	46,7	
48		REMOVE EXISTING EXTERIOR WALL	5 days	Tue 4/9/24	Mon 4/15/24	47	
49		INTERIOR MEP ROUGH IN	30 days	Tue 4/16/24	Mon 5/27/24	48	
50		FRAME SLOPED ROOF EDGES	10 days	Tue 4/9/24	Mon 4/22/24	47	
51		INSTALL ROOFING	15 days	Tue 4/23/24	Mon 5/13/24	50	
52		POUR INTERIOR SLABS	10 days	Tue 5/7/24	Mon 5/20/24	49SS+15 days	
53		EXTERIOR BRICK WAINSCOT	5 days	Tue 5/14/24	Mon 5/20/24	51	
54		EXTERIOR STUCCO/EIFS	10 days	Tue 5/21/24	Mon 6/3/24	53	
55		INSTALL DOORS	5 days	Tue 5/21/24	Mon 5/27/24	52	
56		INSTALL FINISHES	15 days	Tue 5/28/24	Mon 6/17/24	49	
57		INSTALL DETENTION EQUIPMENT & SECURITY	10 days	Tue 6/18/24	Mon 7/1/24	56	
58		LIGHTING, FIXTURES, AND TRIM	10 days	Tue 6/18/24	Mon 7/1/24	56	



Project: Johnstown PD - Schedule Date: Tue 7/11/23

█ Summary
 Inactive Milestone
 ○ Duration-only
 Start-only
 External Milestone
 ◆ Critical Split
 ⋯ Project Summary
 Inactive Summary
 Manual Summary Rollup
 Finish-only
 Deadline
 + Progress
 █ Milestone
 Manual Task
 Manual Summary
 External Tasks
 Critical
 █ Manual Progress
 █

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
59		RELOCATE EVIDENCE TO ADDITION	5 days	Tue 7/2/24	Mon 7/8/24	58	
60		SITWORK	60 days	Tue 3/5/24	Mon 5/27/24		
61		DEMO EXISTING CURB & FRP PARKING CANOPY FOOTINGS	10 days	Tue 3/5/24	Mon 3/18/24	45,20	
62		POUR CURB & GUTTER	5 days	Tue 4/2/24	Mon 4/8/24	62	
64		ERECT CANOPY	15 days	Tue 4/2/24	Mon 4/22/24	62	
65		CANOPY ROOFING	10 days	Tue 4/23/24	Mon 5/6/24	64	
66		PAINT CANOPY	5 days	Tue 5/7/24	Mon 5/13/24	65	
67		INSTALL CANOPY LIGHTING	5 days	Tue 5/14/24	Mon 5/20/24	66	
68		PREP SUBGRADE FOR NEW SIDEWALKS /CROSSPANS	5 days	Tue 4/23/24	Mon 4/29/24	64	
69		PAVING	5 days	Tue 4/30/24	Mon 5/6/24	68	
70		STRIPING /SIGNAGE	5 days	Tue 5/7/24	Mon 5/13/24	69	
71		LANDSCAPE REPAIR	5 days	Tue 5/14/24	Mon 5/20/24	70	
72		LANDSCAPE REPAIR	10 days	Tue 5/14/24	Mon 5/27/24	70	
73		INTERIOR CORE RENOVATION	70 days	Tue 7/9/24	Mon 10/14/24		
74		INTERIOR DEMO	10 days	Tue 7/9/24	Mon 7/22/24	59,40	
75		REMOVE AND REPLACE MAIN ROOF	20 days	Tue 7/9/24	Mon 8/5/24	59,40	
76		INTERIOR FRAMING	10 days	Tue 7/23/24	Mon 8/5/24	74	
77		INTERIOR MEP ROUGH INS	30 days	Tue 7/23/24	Mon 9/2/24	74	
78		INTERIOR DRYWALL	15 days	Tue 8/6/24	Mon 8/26/24	77SS+10 days	
79		INSTALL RECEPTION WINDOW	5 days	Tue 8/27/24	Mon 9/2/24	78	
80		INTERIOR DOORS	5 days	Tue 8/27/24	Mon 9/2/24	78	
81		PAINT NEW & EXISTING WALLS	10 days	Tue 8/27/24	Mon 9/9/24	78	
82		NEW ACOUSTICAL CEILINGS	10 days	Tue 9/3/24	Mon 9/16/24	81SS+5 days	
83		NEW LIGHTING	10 days	Tue 9/10/24	Mon 9/23/24	82SS+5 days	
84		INSTALL MILLWORK	10 days	Tue 9/3/24	Mon 9/16/24	81SS+5 days	
85		INSTALL FLOORING	10 days	Tue 9/17/24	Mon 9/30/24	84	
86		FIXTURES & TRIM	10 days	Tue 9/24/24	Mon 10/7/24	85SS+5 days	
87		RELOCATE STAFF TO PERMANENT LOCATIONS	5 days	Tue 10/8/24	Mon 10/14/24	86	



Project: Johnstown PD - Schedu
Date: Tue 7/11/23

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 Critical Critical Split Progress Manual Progress

Project Team: Resource Commitment, Capabilities, and Experience





Project Team: Resource Commitment, Capabilities, and Experience

GENERAL QUALIFICATIONS

PROJECT EXPERIENCE

MYC has the required three municipal police department projects, at least one in the last five years. We have completed the Douglas County

Sheriff Substation, the Thornton Police Training Center, and the Aurora Police Headquarters Remodel, the latter two being in the last five years. Our minimum of two project references is indicated in the References tab. Similar projects follow.

Douglas County Sheriff Substation



Description: The 35,700 SF Douglas County Sheriff Substation is located at the Highlands Ranch Town Center. The design of the building both aesthetically and functionally is such that it blends into the architectural vocabulary of the Town Center while mixing public uses with more private and secure Sheriff’s Department Services. The project included public parking and community spaces on the main floor; pedestrian connections to the rest of Town Center, secured Sheriff’s Department vehicle parking on the lower level to provide better security and screening, and Sheriff booking and training facilities on the basement level of the building to provide the needed security and privacy - accessed through a secured Sally Port. The exterior skin of the building is

a highly detailed combination of three colors of brick and precast accents. Three large translucent wall panels break up the north, east and south facades for additional interest. The two-story entry tower on the west side of the building with a domed standing seam metal roof is the marquee architectural design element.

Cost: \$7M

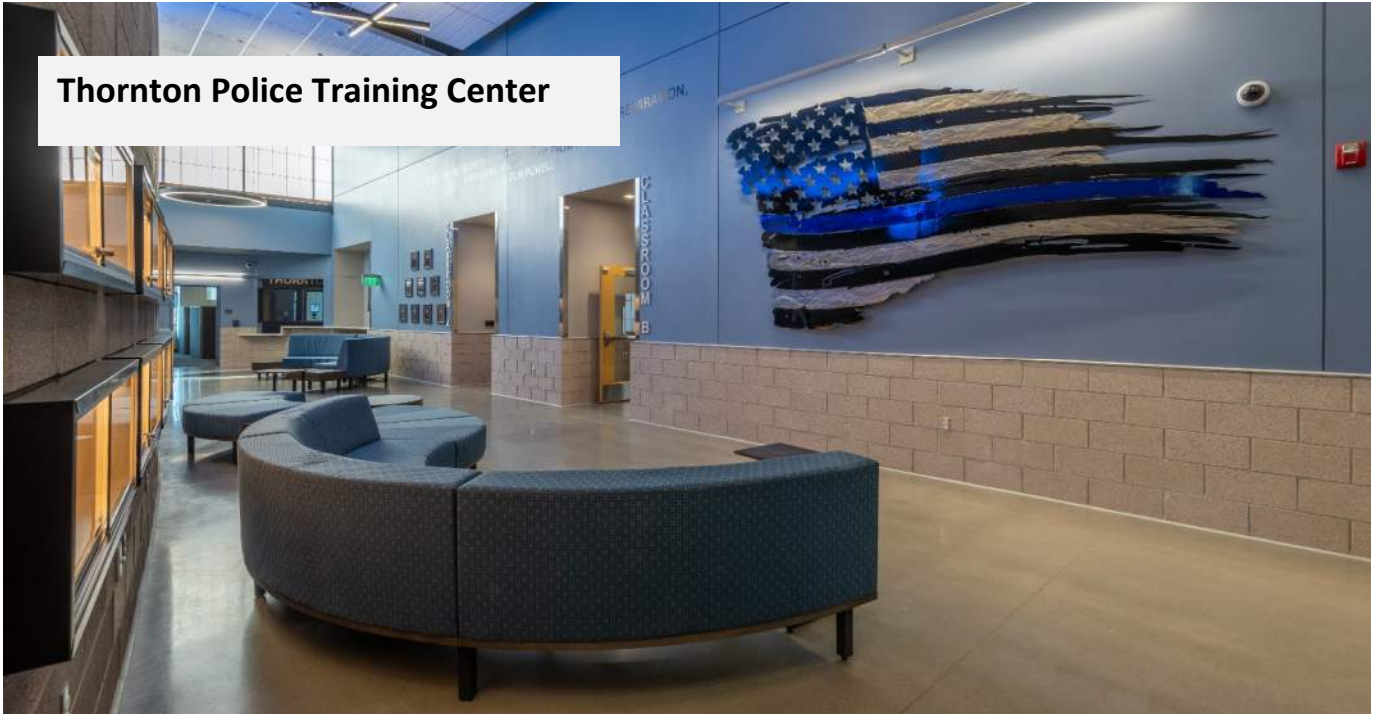
Size: 35,700 SF

Dates: January 2010 – February 2011

Team: Dennis Wolfe, Project Manager (now President); Garrett Burrell, Estimator



Thornton Police Training Center



Description: The Thornton Police Training Facility serves as the training campus for new Thornton Police Department recruits. The new 17,269 SF facility combines aspects of physical, mental, and technological training for the modern cadet. Training areas are provided to improve and practice skills needed in police training, through the lenses of theory, fitness, and real-time critical thinking of how scenarios can be de-escalated through safe, thoughtful communication.

The 20-acre site consists of a skills pad for vehicular training, K-9 training yard, and a running track with physical fitness stations. The 1/3-acre K-9 yard includes a canopied storage facility with covered dog-runs to keep the four-legged officers comfortable when at rest. The building includes defensive tactics rooms, simulator rooms, two flexible training/classrooms which can be combined for larger assembly learning, office areas, two fitness rooms, locker rooms, breakrooms, and a large awards and commemoration display area.

The two scenario rooms provide situations catered towards hands-on, critical thinking, that will assist the new and seasoned officers in the field. Scenario A is a simulator room, which will house an immersive set of digital scenarios for the cadet to run through. The progression of each scenario is modified by the

trainer based on the choices made by the cadet. Real-time critical thinking and decision making is tested to improve ability of cadets to de-escalate a multitude of situations. Scenario B is comprised of mobile partitions that can be reconfigured to create a limitless number of environments. These provide cadets with hands-on training opportunities for adaptation in ever-changing real-world conditions. Black-out shades and smoke-screening are provided to further enhance setting variation.

This dynamic pre-engineered structure consists of sloped standing seam roofing, sloped Kingspan insulated metal wall panels, and the integration of Kalwall translucent panels and storefront systems.

The community's safety, and those who serve it, is at the forefront of design and construction of this facility. Physical and mental fitness and adaptability are the key drivers of the innovations provided, through both technology and physical space.

Cost: \$13.8M

Size: 17,269 SF

Dates: May 2021 – May 2022

Team: Duane Krueger, Project Manager; Garrett Burrell, Estimator; Matt Carlson, Superintendent; Lance Murray, Safety Manager; Layla Betts, Project Coordinator, with [D2C Architects](#)



Aurora Police Headquarters Remodel



Description: MYC completed the Aurora Police Headquarters Remodel and tenant finish including addition and demolition of walls and doors, additional soundproofing, HVAC system replacements and additions, paint, flooring, new plumbing fixtures, electrical improvements, and lighting changes. The new headquarters meeting rooms had custom audio-visual systems and a green room. We also remodeled locker rooms, break rooms, lounge, CSI, property and evidence, homicide, interview rooms, health and wellness, press room, and administrative offices. Project work was completed in this 75,427 SF occupied building.

This project was a phased project where we completed all three-stories floor-by-floor starting at the top and working our way down. Access was limited to an undersized elevator where thousands

of trips up and down the adjacent stair wells and small elevators were necessary to complete work. While access was less than ideal, MYC found solutions to ensure our work was completed as promised while the APD served the community. The Officers, lieutenants, and Chiefs were a pleasure to work with and MYC went out of our way to ensure they were able to perform their daily duties while improvements were made to facility.

Cost: \$2.3M

Size: 75,427 SF

Dates: August 2019 – March 2020

Team: Garrett Burrell, Estimator; Lance Murray, Safety Manager; Layla Betts, Project Coordinator with [D2C Architects](#)



Thornton Fire Station #1 and Administration Building



Description: MYC worked on the new design-build fire station and administration building for the City of Thornton. MYC worked on the design and planning of this fire station prior to the start date for one year. This building serves as the new Thornton Fire Department Administration Headquarters. The upper level serves as the administration functional space and consists of offices, conference rooms, breakrooms, and mixed-use work areas. The ground level fire station portion consists of four large pull through apparatus bays, 10 bunk rooms, a large combined dayroom and kitchen space, decontamination areas, locker rooms, as well as an indoor/outdoor fitness center. The building features structural floors on a deep foundation system. The apparatus bays are CMU walls with a joist and deck roof structure. The remainder of the envelope is structural stud framing with a mixture of brick veneer, storefront, and composite wall panel façade.

MYC utilized our P2 scheduling method which breaks tasks down daily to ensure subcontractors are staying on schedule. We receive input from

subcontractors at the beginning of the project and each subcontractor was held to this schedule with daily check ins. This project finished on time and within budget because of the immense planning that went into this project.

MYC provided added value with our experience on past fire stations/public safety, municipal requirements, and understanding of durable, quality products stations utilize.

This project received the [Best Project Merit Award from ENR Mountain States for Government/Public Buildings in 2021](#).

Cost: \$14.7M

Size: 27,719 SF

Dates: September 2019 – December 2020

Team: Garrett Burrell, Estimator; Matt Carlson, Superintendent; Lance Murray, Safety Manager



CURRENT PROJECTS

Below is a list of significant current projects.

Project	Owner	Contact	Price	% Complete	Completion Date	Description
Boulder Fire Station #3	City of Boulder	Adam Goldstone, 303.441.3189	\$22.6M	20%	06/24	New fire and admin building
King Soopers #147	King Soopers	Rebecca Mullenix, 303.778.3072	\$15.4M	13%	07/23	New grocery store in Falcon
RiNo ArtPark Truss House	RiNo Art District	Charity Von Guinness, 786.295.1224	\$2.1M	94%	07/23	Renovation of an existing building
Swim and Fitness	City of Westminster	Dana Kester, 303.658.2497	\$4M	5%	01/24	Renovation
Red Rocks Visitor Center	City & County of Denver	Tari Gold, 303.241.6449	\$6.2M	70%	11/23	Interior Renovation
King Soopers #138	King Soopers	Dan Hubble, 303.778.3183	\$14M	45%	02/24	New grocery store in Erie
Rec Center Bundle	City & County of Denver	Marc Daniels, 720.865.3135	\$3M	54%	09/23	Renovation at 5 rec centers
Denver Pavilions	Gart Properties	Cumming Group, Jack Christensen, 720.357.2306	\$4.1M	39%	11/23	Renovation of Denver Pavilions

PARTNERING

MYC has partnered with many clients and firms on design-build and CM/GC projects. In our design-build method, we have led the projects with the architect, engineers, and subcontractors wrapped into our contract. Our proposed team has experience with these collaborative methods. Examples of these projects within the last five years include:

- 📍 Thorncreek Golf Clubhouse Remodel
- 📍 Greeley City Hall Renovation/Elevator/Roof
- 📍 Greeley City Center North Renovation
- 📍 Adams County Storage Room Mezzanine
- 📍 Thornton Fire Station #1 and Admin Building
- 📍 Tri-Lakes Fire Station #1 Remodel
- 📍 Thornton Police Training Center
- 📍 Tri-State Cheyenne Field Facility
- 📍 Aurora Fire Station #16
- 📍 Aurora Fire Station #5
- 📍 Arapahoe Village Exterior Renovation
- 📍 Adams 12 Horizon High School
- 📍 CU Denver Campus Village Apartments
- 📍 SD 27J BLARC Expansion
- 📍 Congress Park Pool
- 📍 BVSD Gold Hill Renovation
- 📍 BVSD Jamestown Renovation
- 📍 BVSD Crestview Renovation
- 📍 BVSD Flatirons Renovation
- 📍 Applejack Liquors New Build
- 📍 Applejack Liquors Wheat Ridge Remodel
- 📍 Applejack Liquors #3
- 📍 DCSD Sierra Middle School
- 📍 DCSD Pine Lane Elementary Intermediate
- 📍 DCSD Pine Lane Elementary Primary
- 📍 DCSD Pine Grove Elementary School
- 📍 DCSD Cherokee Trail Elementary
- 📍 DCSD Chaparral High School
- 📍 Adams 12 Re-Roof at Three Schools
- 📍 DCSD Bond Improvement – Support Facilities
- 📍 RiNo ArtPark Community Hub
- 📍 Boulder Fire Station #3
- 📍 CO Springs Fire Station #23 and Radio Shop
- 📍 Loveland Olde Course Clubhouse Renovation
- 📍 Lafayette City Hall Renovation
- 📍 SACFD Fleet Maintenance Facility Expansion
- 📍 Adams County Storage Room Mezzanine



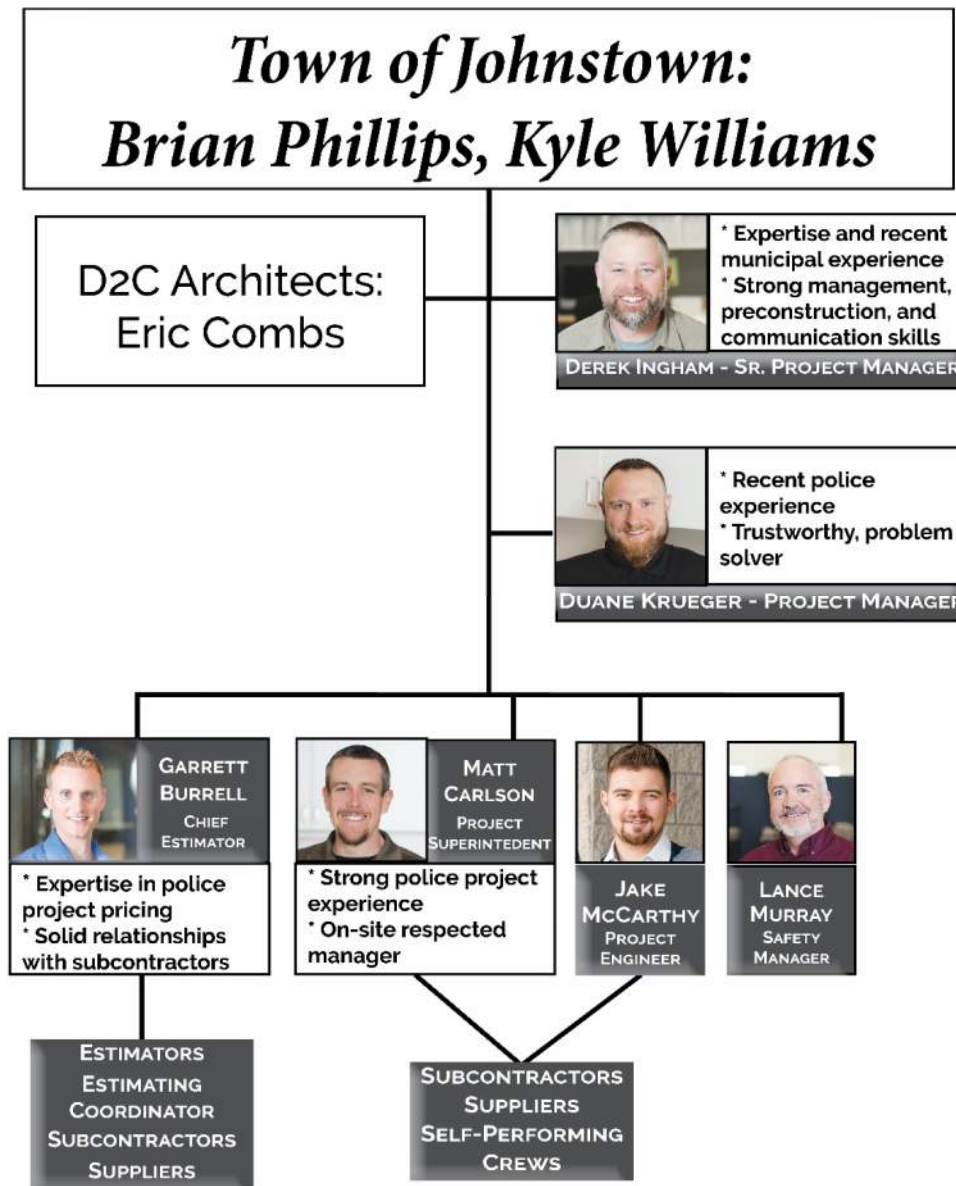
STAFF QUALIFICATIONS

STAFF ORGANIZATION

Every project starts with our people, which is truly what makes a high-performance project excel. The MYC team will construct a high performing project for you just like we built our team of professionals at MYC, most staff of which have been with the company for many years. Each project team member we propose has a diverse set of specialized skills and

experience which will help nurture your project into what you are envisioning. The MYC team has dedicated and experienced staff ready to support your needs. Our team is committed to the Town of Johnstown and has been assembled with your requirements in mind. This team has worked together on multiple projects and will be coming off the City of Boulder Fire Station #3 and Administration Building.

Figure 6 – Org Chart



MYC completed the original new Johnstown Town Hall

40+ CM/GC and Design-Build Projects in Three Years

50+ Government Projects in Five Years

\$137M+ in Government Work in Five Years



ROLES AND RESPONSIBILITIES

Figure 7 – Responsibilities



RESUMES

Our key staff resumes are on the following pages.

“From the beginning of the project through the completion of the project, the team was great to work with. They immediately began reviewing drawings and asking questions preventing potential problems from arising. Submittals were submitted in a timely fashion and reviewed ahead of time. The team constantly looked for time and cost saving methods which did not jeopardize the quality of the project. This was achieved by effective communication in the weekly meetings with MYC, the Architect, as well as the Town. MYC was able to lead these meetings by identifying a problem, coming up with a solution, and working with both the Architect and Town to ensure that everyone would be satisfied.

Every week, MYC was prepared for meetings, the job site was clean, and safety was a top priority for all employees working on the project. Last, but certainly not least, the project finished two months ahead of schedule. Despite weather, MYC consistently worked hard to drive the schedule without sacrificing quality.” ~ Brian Peterson, Project Manager, Town of Castle Rock



Derek Ingham
Sr. Project Manager

Overview

Derek has excellent project scheduling and coordination skills, quality, and safety control, and develops strong client relationships. With 24 years of industry experience and 20 years with MYC, Derek has developed into one of the top leaders at MYC. In 2021, he was awarded Project Manager of the Year by ASA Colorado.

Select Project Experience

Tri-State Cheyenne Field Facility, Cheyenne, WY (\$11.7M)

- Project Manager for a new transmission field facility/training center on a 20-acre site.
- The design-build facility includes private offices, workstations, training space, conference rooms, kitchen/breakroom, mechanics bay, wash bay, bathrooms/showers, equipment and warehouse storage, and loading dock and pivot gates.

Greeley City Center North and City Hall Design-Build, Greeley, CO (\$5.8M)

- Project Manager for two city building remodels including office space, HVAC, elevator installation, and new roof.

SACFD Maintenance Facility Expansion, Commerce City, CO (\$2.9M)

- Administration and maintenance building addition and minor renovations to the existing 5,600 SF maintenance building for South Adams County Fire.
- The 1,300 SF administration area consisted of open offices, restrooms, lockers, and a break room. The new maintenance bays are 1,900 SF.

RiNo ArtPark, Commerce City, CO (\$3.2M)

- ArtPark includes a Denver Public Library, RedLine Contemporary Art Center gallery studios and maker space, Cocua restaurant from Focus Points, and an open-air landscaped courtyard with access to green space.

E-470 Maintenance Support Site A, Parker, CO (\$2.9M)

- Constructed three new buildings for equipment storage, salt barn, and vehicle wash. Project included site work.

DCSD Sierra Middle School, Parker, CO (\$4.5M)

- Project Manager for a CM/GC contract to complete renovations including restroom flooring and partition replacement, roof replacement, substantial HVAC and electrical equipment upgrades, structural rehab and reinforcing, storefront and skylight replacements, play court rehab, and exterior repairs.

King Soopers #125, Castle Rock, CO (\$12.4M)

- Project Manager for a new 119527 SF grocery store.

Promenade at Castle Rock, Castle Rock, CO (\$12.7M)

- 120,000 SF of core and shell retail including five junior anchor buildings, two satellite core and shell buildings, and tenant improvements.

Greeley-Evans Transit Transfer Station, Greeley, CO (\$3.4M)

- New 2,000 SF addition to an existing building to host the public interaction/ticket counters with restrooms and vending.
- This project is on a 3-acre site and will include seven new ground up, structural steel beam bus shelters with concrete benches.
- Included parking lot, utilities, right-of-way, stormwater, landscaping, and hardscaping.

Years of Experience

With MYC: 20 Years
 With Other Firms: 4 Years

Education

B.S., Construction
 Engineering Technology,
 Montana State University

Certifications

OSHA 30-hour Certified
 Hilti Certification
 Scaffold Competent Person
 Fall Protection Competent
 Person
 Electrical Safety Compliance
 Cert.
 Safety Management Certified
 CDOT Storm Water



Duane Krueger

Project Manager

Overview

Duane has a diverse background in construction, with a background as a Project Manager for General Services Administration of Denver, and an overall 13 years of experience in the industry. Duane is driven to succeed and his experience as an Owner's Representative makes him a great resource to our clients.

Select Project Experience

Thornton Police Training Center, Thornton, CO (\$13.8M)

- Project Superintendent for a new design-build police training center.

Tri-State Cheyenne Field Facility, Cheyenne, WY (\$11.7M)

- Preconstruction Manager for the new transmission field facility and training center on a 20-acre site.
- The design-build facility includes private offices, workstations, training space, conference rooms, kitchen/breakroom, mechanics bay, wash bay, bathrooms/showers, equipment and warehouse storage, and loading dock and pivot gates.

Aurora Fire Station #16, Aurora, CO (\$6.3M)

- Project Superintendent for this 15,000 SF CM/GC fire station.

Aurora Fire Station #5, Aurora, CO (\$9.2M)

- Project Superintendent for this 18,662 SF CM/GC fire station.

DCSD Parker Package (6 Schools), Parker, CO (\$19.2M)

- Preconstruction Manager for this six-school CM/GC package for renovations.

Greeley-Evans Transit Transfer Station, Greeley, CO (\$3.4M)

- This project consisted of a new 2,000 SF addition to an existing transfer station which will host the public interaction/ticket counters with restrooms and vending.
- Project is on a 3-acre site and included seven new ground-up, structural steel beam bus shelters with concrete benches.

Promenade at Castle Rock, Castle Rock, CO (\$12.7M)

- Consisted of 120,000 SF of core and shell retail including five junior anchor buildings, two satellite core and shell buildings, and tenant improvements.

DCSD Pine Lane Intermediate and Elementary, Parker, CO (\$6.7M)

- Project Manager for a CM/GC contract to complete renovations including restroom flooring and partition replacement, roof replacement, substantial HVAC and electrical equipment upgrades, structural rehab and reinforcing, storefront and skylight replacements, play court rehab, and exterior repairs.

CCD Congress Park Pool Reconstruction, Denver, CO (\$6.2M)

- Project Manager for removal and replacement of the public pool, bath house, and pump house.

CO Springs Fire Station #23 and Radio Shop, Colorado Springs, CO (\$4.7M)

- Project Manager for a new fire station and radio shop.

Tri-Lakes Fire Station #1 Remodel, Monument, CO (\$1.8M)

- Project Manager for a fire station remodel.

Years of Experience

With MYC: 9 Years

With Other Firms: 4 Years

Education

B.S., Construction Management, Ferris State University

Certifications

Wal-Mart Storm Water

OSHA 30-Hour Certification



Garrett Burrell
 Chief Estimator, LEED AP

Overview

Garrett has 12 years of experience in the industry as a Project Engineer and Lead Estimator/Preconstruction Manager. His field experience has led him to have strong relationships with many subcontractors, which he continues to develop in his current role. Garrett is best known for his passion and attention to detail. His project experience includes a diverse range of sectors, including retail, K-12, higher education, restaurant, and military.

Estimating Experience

Garrett has managed pre-construction and final estimates for more than \$700M in completed work and work currently under contract. His experience includes:

- Identifying trades required to complete the project.
- Managing solicitation to various sub-trades, including MWBE outreach.
- Evaluation of subcontractor and vendor proposals for completeness and adherence to contract documents.
- Leading preconstruction and pre-bid meetings with the project and estimating team.
- Reviewing preconstruction schedules and budgets for feasibility.
- Establishing comprehensive Guaranteed Maximum Price (GMP)
- Performing quantity take offs and pricing for self-performed work as well as cost forecasts for work performed by other trades.

Select Project Experience

Thornton Police Training Center, Thornton, CO (\$13.8M)

- Chief Estimator for a new police training center.

City of Aurora Police Headquarters Remodel, Aurora, CO (\$2M)

- Chief Estimator for an addition and demolition of walls and doors, additional soundproofing, HVAC system replacements and additions, paint, flooring, new plumbing fixtures, electrical improvements, and lighting changes.

Tri-State Cheyenne Field Facility, Cheyenne, WY (\$11.7M)

- Chief Estimator for a new transmission field facility/training center on a 20-acre site.
- The design-build facility includes private offices, workstations, training space, conference rooms, kitchen/breakroom, mechanics bay, wash bay, bathrooms/showers, equipment and warehouse storage, and loading dock and pivot gates.

Aurora Fire Station #5, Aurora, CO (\$9.2M)

- Preconstruction Manager for this new CM/GC fire station.

Thornton Fire Station #1 and Admin Building, Thornton, CO (\$14M)

- Preconstruction Manager for this new design-build fire station.

Aurora Fire Station #16, Aurora, CO (\$6.3M)

- Completed preconstruction phase, value engineering, and established the GMP and final schedule for this 15,000 SF CM/GC fire station.

Greeley City Center North and City Hall Design-Build, Greeley, CO (\$5.8M)

- Chief Estimator for two city building remodels including office space, HVAC, elevator installation, and new roof.

Years of Experience

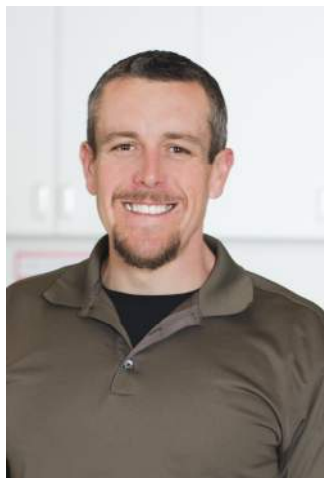
With MYC: 11 Years
 With Other Firms: 1 Year

Education

B.S., Construction Management,
 Colorado State University

Certifications

LEED AP
 OSHA 30-Hour Certified
 Asbestos Awareness Trained
 Trench/Excavation Trained
 Wal-Mart Storm Water
 First Aid/CPR/AED
 Forklift Operator Certified



Matt Carlson
Project Superintendent

Overview

Matt joined MYC in 2007 as an Office and Field Engineer. He is an asset to the company as his experience encompasses a wide range of positions including Superintendent, Estimator, Engineer, and Carpenter. Matt has more than 15 years of experience in commercial construction. In 2017, Matt received the Outstanding Field Professional of the Year Award by American Subcontractors Association.

Select Project Experience

Years of Experience

With MYC: 12 Years
 With Other Firms: 3 Years

Education

B.S., Construction Management, Colorado State University

Certifications

CPR, First Aid
 OSHA 10-Hour
 Storm Water Professional

Thornton Police Training Center, Thornton, CO (\$13.8M)

- Superintendent for a new police training center.

Thornton Fire Station #1 and Admin Building (\$14M)

- Project Superintendent for this new design-build fire station.
- Currently working on preconstruction services.

Thornton Fire Station #3 Remodel (\$882K)

- Project Manager for this 5,663 SF fire station remodel.

Thornton Fire Station #4 Remodel, Thornton, CO (\$714K)

- Superintendent for this 570 SF addition and 950 SF renovation to existing dormitory space that will provide 7 new bunk rooms.
- New exhaust system was added to the existing bunker gear storage and closets in the apparatus bay and a new EPDM roof was included.

Wal-Mart #4747 New Store, Northglenn, CO (\$4.6M)

- Site development and construction of a new grocery store.
- Completed a storm water detention pond and 1000' concrete retaining wall.

City Market #421 Remodel, Durango, CO (\$1.9M)

- Remodel of an operational grocery store.

Kent Place Retail, Englewood, CO (\$2M)

- Consisted of two ground up retail buildings.
- Collaborated with Regency Centers on several value engineering issues.

Kent Place Site Work, Englewood, CO (\$2.6M)

- Consisted of road widening, including acceleration and deceleration lanes, traffic signals, offsite and onsite underground utilities, and other site work.
- Worked with Regency Centers to design-build hardscapes.

King Soopers #36 Remodel and Expansion, Arvada, CO (\$7.4M)

- Completed a three-wall expansion of an operational grocery store.
- Included the takeover of an existing strip mall.
- Completed tenant finishes to relocate strip mall tenants.

King Soopers #125 New Store, Castle Rock, CO (\$12M)

- New 120,000 SF grocery store.
- Matt received the Outstanding Field Professional of the Year Award because of his Superintendent role for this project including his work in pre-planning, coordinating, and executing safety on the project.
- The 14-acre site included associated utilities, parking lot, and landscaping.



Jake McCarthy

Project Engineer

Overview

Jake lives in Johnstown and became a Project Engineer with MYC in 2022. With seven years of construction experience, he has proved to be an asset to our team. He studied Mechanical Engineering from Colorado School of Mines. He has collaborated on multiple commercial projects including public works facilities, highway design-builds, multifamily housing, and medical office spaces.

Select Project Experience

City of Boulder Fire Station #3, Boulder, CO (\$18M)

- New CM/GC, 28,370 SF, two-story fire station and administration building with a net zero goal.
- The station will include apparatus bays, bunk rooms, community room, decontamination areas, locker rooms, storage, kitchen, roof top garden, and administration areas with offices, conference rooms, breakrooms, and mixed-use work areas.

Larimer County Police Training Center, Larimer County, CO (\$2M)

- Project Engineer for testing fill on the training center.
- Materials tester and paving consultant for the skills pad and drive track.

Weld County Road 49 Design-Build, Weld County, CO (\$110M)

- Project Engineer for a new four-lane county highway that included relocation or removal of over 100 miles of conflicting utilities.
- Responsible for daily safety inspections, coordination with subcontractors, and communication with the owner and architects as a part of the design-build process.

I-25 North Express Lanes Design-Build, Denver, CO (\$400M)

- Project Engineer for a 20-mile interstate reconstruction project crossing 3 rivers, 6 state highways and conveying over 100,000 cars daily.
- Coordinated inspections for roadway prism and operated a contractor-led quality control team to assist in managing pavement and stormwater management construction processes.

Traverse Apartments Millwork, Lakewood, CO (\$500K)

- Project Engineer for apartment millwork.

University Hills Elementary, Boulder, CO (\$7M)

- Work Experience Intern for a three-story elementary school remodel.

Enova Apartments, Commerce City, CO (\$1M)

- Project Engineer for apartment millwork.

Platte Valley Medical Group, Brighton, CO (\$2M)

- Project Manager for community amenity casework and custom millwork.
- Responsible for coordination of design, fabrication, and installation.

Years of Experience

With MYC: 2 Years
With Other Firms: 5 Year

Education

Mechanical Engineering,
Colorado School of Mines

Certifications

OSHA 30 Hour
Walmart Safety, Employment,
Waste, Stormwater
Compliance Certification
ACI Field Testing Grade I



Lance Murray
 Safety Manager

Overview

Lance has more than 31 years of safety management experience. He is responsible for the development and management of the organizational safety program and ensures all elements are implemented in the field. While regular site visits to identify potential safety deficiencies is a critical element to injury prevention and compliance with regulatory requirements, Lance believes that developing a deep rooted organizational culture of safety is the most critical element of injury prevention. His previous experience ranges from 12 years as Safety and Security Manager and Risk Manager at the City of Fort Collins, eight years as Safety Manager for a national General Contractor and Safety Coordinator at healthcare, and R&D facilities in Southern California.

Under Lance’s safety management, all the MYC safety numbers have had positive impacts. He recently helped MYC get the Pinnacol Assurance Circle of Safety Award for 2017 and 2018 by being in the top 1% for our safety program out of more than 55,000 Colorado companies. He also received the Safety Professional of the Year award for 2018 from American Society of Safety Professionals.

Select Project Experience

Thornton Police Training Center, Thornton, CO (\$13.8M)

- Safety Manager for a new police training center.

City of Aurora Police Headquarters Remodel, Aurora, CO (\$2M)

- Safety Manager for an addition and demolition of walls and doors, additional soundproofing, HVAC system replacements and additions, paint, flooring, new plumbing fixtures, electrical improvements, and lighting changes.

Tri-State Cheyenne Field Facility, Cheyenne, WY (\$11.7M)

- Safety Manager for a new transmission field facility/training center on a 20-acre site.
- The facility includes private offices, workstations, training space, conference rooms, kitchen/breakroom, mechanics bay, wash bay, bathrooms/showers, equipment and warehouse storage, and loading dock and pivot gates.

Thornton Fire Station #1 and Admin Building, Thornton, CO (\$14M)

- Safety Manager for this new design-build fire station.

Aurora Fire Station #5, Aurora, CO (\$9.2M)

- Safety Manager for this new CM/GC fire station including administrative and maintenance areas.

Aurora Fire Station #16 (\$6.3M)

- Helping with safety planning and inspections for this 15,000 SF CM/GC fire station.

Greeley City Hall and City Center North, Greeley, CO (\$5.8M)

- Safety Manager for two city building remodels including office space, HVAC, elevator installation, and new roof.

Town of Castle Rock Public Works Service Center Renovation/Expansion, Castle Rock, CO (\$4.5M)

- Safety Manager for this public works expansion and renovation.
- 5,586 SF office remodel, 4,054 SF service bay addition, and 6,292 SF office addition.

Years of Experience

With MYC: 6 Years

With Other Firms: 25 Years

Education

Construction Safety Management Certification, University of California San Diego

Certifications

OSHA 500 & 502 Certified

40 Hour HAZWOPR

Risk Management Public Entities (RMPE)

First Aid, CPR, AED

OSHA Competent Person:

Trenching and Excavation and Fall Protection

Scaffold Safety & Erection Standards

FEMA MGT-310, 315 and NIMS 100 & 700

Other Experience

President ASSE Rocky Mountain Chapter

Job Safety Analysis

Ergonomics

Bloodborne Pathogens

Air Sampling & Monitoring

Lockout/Tagout

Confined Space

Active Shooter Trainer

Accident/Injury Investigation

Safety, Subcontractors, Construction Sequencing and Scheduling, and Quality Assurance/Quality Control

... IT IS THE RESULT OF PREPARATION,
... LEARNING FROM FAILURE.
... COLIN POWELL

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Safety, Subcontractors, Construction Sequencing and Scheduling, and Quality Assurance/Quality Control

SAFETY

MYC’s safety program consists of two separate and unique elements. 1) Our written program which conforms to the regulatory side of the program and Safety Management System (SMS) and 2) The cultural side of safety within the organization. Both complement each other. However, the culture drives the compliance of our written program. Elements of our safety culture system includes three core qualities. 1) Safety must be integrated into everything we do and every decision we make. 2) Our safety initiatives must be practical to the culture, environment, and goals we set as a general contractor, and 3) Our safety communications must be humanistic and relatable to all levels of the organization. Ultimately, safety is about our people and not statistics.

Since embarking on a new path and leadership in 2016, our safety culture is one that is consistently evolving for the better. Six closely tied components of our safety culture include regulatory, policy, business, people, moral, and insurance. Each interact and benefit MYC and are critical to success. Our safety trainings always include an element of culture to strengthen and ensure roots run deep within MYC and will not weaken when a declining economy comes around. Safety culture is stressed from upper management through line level employees that what is accepted, practiced, required, and what is the reality on a project defines our safety culture. We stress organizational safety culture and project specific safety culture to ensure each project does not differ from site to site or the organization.

MYC drives this message and safety program model across the organization. We have seen Total Recordable Incident Rates (TRIR) decline from 10.6 in 2015 to 1.75 in 2021 (well below the national average). This has contributed to a continuing decline in our EMR from .97 in 2015 to 0.65 in 2021.

The MYC safety program focuses its energy on Leading Indicators as opposed to Lagging Indicators. OSHA, insurance carriers and owners will always want TCIR, DART, LWDC, EMR, etc., but the real

value in continuous improvement in the prevention of injuries comes from our leading indicators. The MYC Safety Manager reports out in a standing weekly meeting with Project Managers, VP’s and the President, leading indicators such as number of toolbox talks and safety trainings completed on projects, number of hazard assessments completed on projects, number of hazards identified, number of hazards corrected, number of subcontractor safety orientations completed, etc. These KPI’s are tracked quarterly and annually to ensure we are continually improving in our injury prevention efforts.

Our employees are what makes MYC a successful general contractor. By constantly communicating with employees, building relationships and trust at all levels, our employees are empowered to speak up and communicate what they see as safety issues, what they believe could be better and increased participation in trainings, compliance with policies and procedures, and our safety incentive program.

MYC requires that every Project Superintendent, Project Manager, and Foreman become OSHA 30-hour certified at a minimum and every employee has a matrix of required safety training to maintain throughout the year. We incorporate a subcontractor safety prequalification system and utilize strong contractual language into each of our subcontracts. All subcontractors are required to attend a site-specific safety orientation prior to beginning work.

Lastly, our President, VP's, Project Manager's and other management understand that we cannot be competitive, successful, and consistently growing with a poor safety record MYC consistently improves and integrates safety into all aspects of our projects and the lagging indicators are a direct reflection of these efforts.

EMR Ratings				
2022	2021	2020	2019	2018
.59	.65	.67	.69	.68



SUBCONTRACTORS

The list below includes some of our major and diverse businesses that we have solicited to for past projects. A sample list of subcontractors we have worked with that could be used on this project include:

Surveying and Layout

Alpha & Omega Consultants
 Azimuth Survey Company
 Flatirons Surveying
 HCL Engineering and Surveying, LLC
 Inberg Miller Engineers
 King Surveyors
 Lyons Land Surveying
 North Star Surveying, Inc.

Concrete Reinforcing and/or Ready Mix Supply

Aggregate Industries
 Atlas Construction Supply, Inc.
 Barton Supply

Bestway Concrete
 Brannan Sand and Gravel
 Brundage Bone Concrete Pumping
 Dalco Industries
 Mile High Rodbusters, Inc.
 Ready Mix Concrete Company
 Rio Grande

Masonry

A.P. Eberlein
 Building Restoration Specialties, Inc.
 CMJ Masonry and Stucco
 Del's Masonry
 Phoenix Masonry
 Restoration Specialists

Structural Steel Framing

Independent Welding, LLC.
 Mike's Specialties
 Peak Custom Fabrication
 RK Steel, Inc.



Architectural Wood Casework

- ISEC, Inc.
- JK Concepts
- LA Woodworks
- LAM-Wood Systems, Inc.
- Unique Woodworking, Inc.

Thermal and Moisture Protection

- E&H Insulation, Inc.
- MB Roofing
- NPW Contracting, Inc.
- Restoration Specialists
- Roof Check, Inc.
- United Materials, LLC.

Metal Doors and Frames

- ASA Door Tech, LLC.
- Collins Door & Hardware
- Colorado Doorways
- D.H. Pace
- Metro Door Specialists, Inc.

Entrances and Storefronts

- Aglasco, Inc.
- Alpine Glass Company, Inc.
- Handy Glass, Inc.
- Pikes Peak Glass, Inc.
- Solar Glass, LLC
- Wilson Service, Inc.

Plaster and Gypsum Board

- 4 K Painting & Drywall
- Delta Drywall, Inc.
- Diversified Builders
- Independent Construction LLP.
- J&S Drywall Specialties, Inc.
- Ross Constructors
- Starr Painting and Drywall

Fire Protection

- ABC Fire Protection
- Colorado Fire and Security
- Freedom Fire Protection
- L. Nothhaft & Son, Inc.
- Martin Fire Protection
- Martinez Fire Protection
- Safeguard Fire Protection
- Total Fire Protection
- Western States Fire Protection

Plumbing

- Colorado Mechanical Systems

- Diamond Plumbing
- Frontier Mechanical
- H2O Plumbing & Heating
- Horizon Sheet Metal, Inc.
- Interstate Mechanical, Inc.
- JCOR Mechanical, Inc.
- Kerwin Plumbing & Heating, Inc.
- NM Industrial
- Walters Mechanical

HVAC

- Air Systems
- Avalanche Mechanical
- Frontier Mechanical
- Innovative Mechanical Solutions
- JCOR Mechanical
- Legacy Mechanical
- NM Industrial
- Reeves Specialty Services, Inc.

Electrical

- Bible Electric, Inc.
- Diversified Electric & Controls
- DME Electric dba Downtown Metro Electric
- Excel Electric
- Kennedy Electric
- Wayne’s Electric, Inc.

Earthwork/Utilities

- TBL
- R Nichols
- Front Range Excavating
- EZ Excavating
- GTH Excavating
- JK Pipeline

Landscaping

- Schultz Industries
- Environmental Landworks
- Cocal Landscaping
- Green Earth Landscaping
- Western States Reclamation
- Metco Landscaping
- Long’s Peak Landscaping

Paint

- National Coatings
- Dynamic Painting
- Rocky Mountain Painting
- Brush Strokes Painting
- Turning Leaf Painting



Flooring

- Commercial Flooring Specialists
- Décor II
- Guy's Flooring
- Magnuson Tile
- Gary Leimer Flooring
- Marino Tile

Audio/Visual

- 5280 Digital
- Digital Roads
- Interface Communications Co.
- Ovation In Store
- Workplace Resource

Security

- ADT/TYCO
- Canyon Electric
- DictoGuard Security Alarm Systems, Inc.
- Linx
- LP Network, Inc. dba Security Source
- Prowest Electric, Inc.
- Reliance Electric
- Team Linx, LLLP

CONSTRUCTION SEQUENCING AND SCHEDULING

MANAGING SCHEDULE

Schedule narrative is in the Project Schedule tab.

SOFTWARE

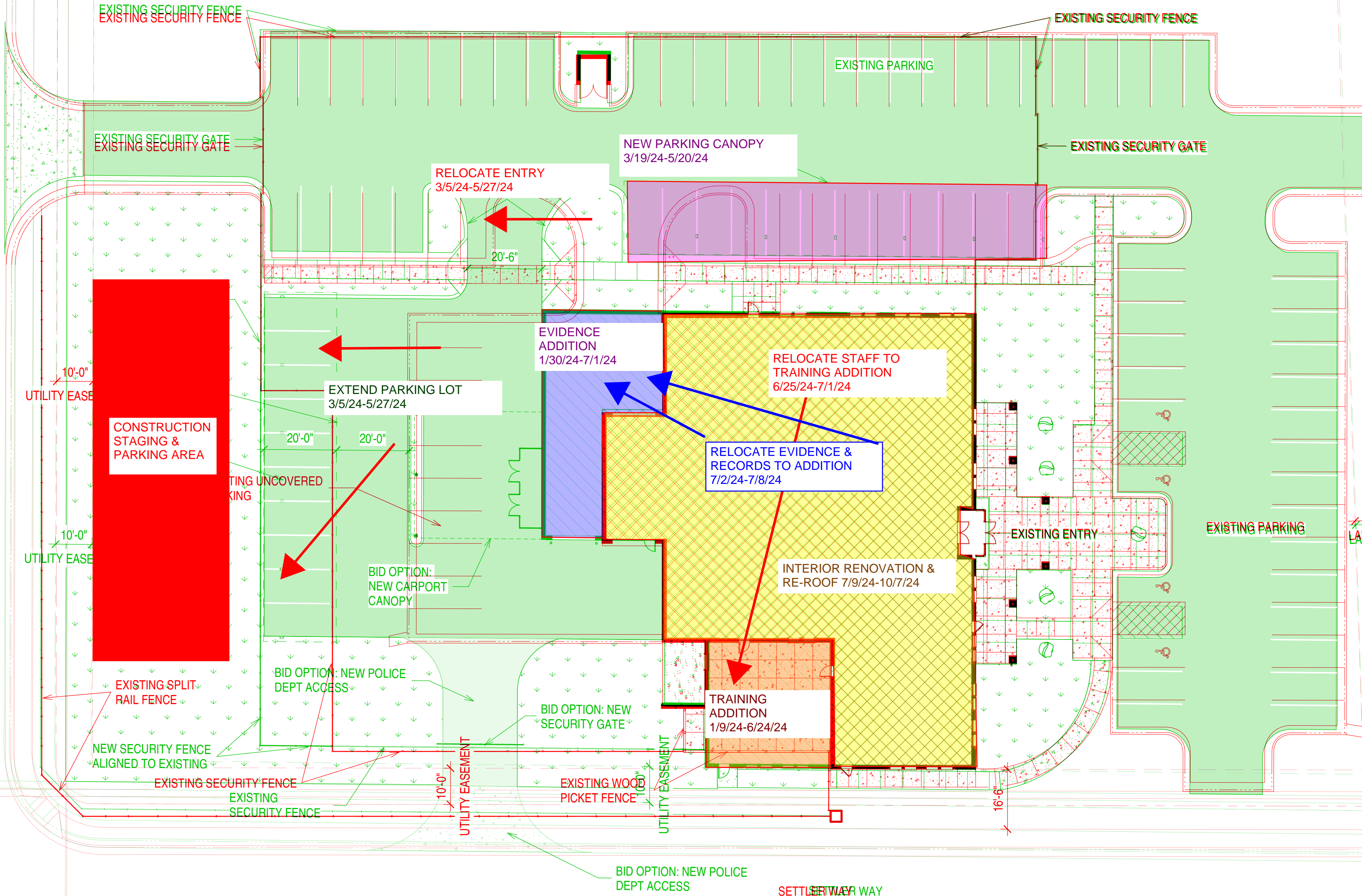
MYC has an abundance of technical resources including Building Connected, Bluebeam, and Excel for cost estimating software; Microsoft Project or Primavera for scheduling; Bluebeam Studio for project management; Building Connected for procurement; and Excel for cost tracking. All of our key team members are familiar with our programs.

EXAMPLE SCHEDULE

An example phasing schedule is shown on the following page.



CASCADE BLVD & AVENUE D



CONSTRUCTION STAGING & PARKING AREA

NEW PARKING CANOPY
3/19/24-5/20/24

RELOCATE ENTRY
3/5/24-5/27/24

EVIDENCE ADDITION
1/30/24-7/1/24

RELOCATE STAFF TO TRAINING ADDITION
6/25/24-7/1/24

RELOCATE EVIDENCE & RECORDS TO ADDITION
7/2/24-7/8/24

EXTEND PARKING LOT
3/5/24-5/27/24

INTERIOR RENOVATION & RE-ROOF
7/9/24-10/7/24

TRAINING ADDITION
1/9/24-6/24/24

BID OPTION: NEW CARPORT CANOPY

BID OPTION: NEW POLICE DEPT ACCESS

BID OPTION: NEW SECURITY GATE

EXISTING SPLIT RAIL FENCE

NEW SECURITY FENCE ALIGNED TO EXISTING

EXISTING SECURITY FENCE

EXISTING SECURITY FENCE

EXISTING WOOD PICKET FENCE

BID OPTION: NEW POLICE DEPT ACCESS

SETTLEWAY



QUALITY ASSURANCE/QUALITY CONTROL

Quality is one of the primary factors taken into consideration throughout the project processes. MYC focuses on constructing the highest quality on

every project we touch. MYC assigns overall quality assurance to our on-site Superintendents and Project Engineers. They are responsible for daily coordination of subcontractors and workmanship reviews.

Figure 8 – Quality Control



Financial Statement and Bonding Company/Insurance Company and Information





Financial Statement and Bonding Company/Insurance Company

FINANCIAL STATEMENT

Our financial statement is included in a separate attachment.

BONDING COMPANY

MYC has the necessary bonding level for a project of this size. We can bond up to \$70,000,000 for a single project and \$120,000,000 aggregate capacity. Surety bonds for MYC are underwritten by Travelers Casualty & Surety Company of America, who maintains top ratings of A+, XV (Excellent) by A.M. Best. Our bonding letter is attached for your consideration.


INSURANCE COMPANY

Our surety company name is Travelers Casualty & Surety Company of America. Our surety agent is Doug Rothery, Surescape Insurance Services and you can contact him at 303.225.8030.





Surescape Insurance Services
7800 S. Elati Street, Suite 100
Littleton, CO 80120

(303) 225-8030 Phone 

(303) 225-8034 Fax 

June 26, 2023

California Office
California License: 0B95668
77-564 Country Club Drive, Suite 401
Palm Desert, CA 92211

RE: Mark Young Construction, LLC – BONDING CAPACITY

We are pleased to confirm that our company services the surety bond program for Mark Young Construction, LLC. We have known the principals of Mark Young Construction since formation of the company in 1989 and attest to their integrity and commitment to providing quality workmanship. Mark Young Construction has a very strong track record of performance on some of the most challenging and fast-track projects across multiple States.

Surety bonds for Mark Young Construction, LLC are underwritten by Travelers Casualty & Surety Company of America (Travelers) who maintains top ratings of A+, XV (Excellent) by A.M. Best. While no maximum limits for bonding capacity have been set, we have prequalified Mark Young Construction, LLC at \$70,000,000 single project and \$120,000,000 aggregate capacity. Mark Young currently has over \$115,000,000 of that capacity available for projects.

We stand ready to positively respond to any bond request (Performance, Payment, Bid, etc.) made by Mark Young Construction, LLC. In over 30 years, not a single claim or complaint has been made against a bond of any type which is a truly remarkable testament to Mark Young Construction’s intense focus on quality and fair dealings.

Please note that the arrangement of individual bonds is a matter between Mark Young Construction, LLC and Travelers, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written. We are proud to work with Mark Young Construction, LLC and are confident you will be pleased with their performance on your project.

Please feel free to contact us with any questions.

Sincerely,

Doug Rothey
President



References





References

REFERENCES

References for our project team are indicated below.

Client	Project	Contact	Phone	Email	MYC Staff
City of Boulder	Fire Station #3 & Administration Building	Adam Goldstone	303.441.3189	GoldstoneA@bouldercolorado.gov	Duane Krueger, Garrett Burrell, Matt Carlson, Jake McCarthy, Lance Murray
City of Thornton	Thornton Police Training Center	Commander Greg Reeves	303.981.1155	Greg.reeves@thorntonco.gov	Duane Krueger, Garrett Burrell, Matt Carlson, Lance Murray
City of Aurora	Police Headquarters Remodel, Aurora Fire Stations #5 and #16	Elly Watson	303.596.9545	elwatson@auroragov.org	Duane Krueger, Garrett Burrell, Lance Murray
City of Greeley	City Hall and City Center North	Will Jones	970.350.9751	will.jones@greeleygov.com	Derek Ingham, Garrett Burrell, Lance Murray
RiNo Art District	RiNo ArtPark	Charity Von Guinness	786.295.1224	charity@rinoartdistrict.org	Derek Ingham, Garrett Burrell, Lance Murray



MYC completed the Loveland Olde Course Clubhouse. See what Mark Esoda had to say about us at the grand reopening.

SHERIFF
RECEPTION

PUBLIC PHOTO & FINGERPRINT





MW GOLDEN CONSTRUCTORS

“MWGC did an outstanding job of representing us by demanding performance from subcontractors, ensuring quality control and working cooperatively to provide positive leadership to ourselves and the design team.”

CONTENTS

Cover Letter	pg. 1
Project Approach & Detailed Scope of Work	pg. 2
Cost Proposal	pg. 6
Certificate of Good Standing	pg. 12
Project Schedule	pg. 13
Project Team, Resource Commitment, Capabilities and Experience	pg. 16
References	pg. 58



Town of Johnstown
430 Parish Ave
Johnstown, CO 80534

July 14, 2023

Attention: Brian Phillips, Chief of Police
Reference: Police Department Renovation and Expansion
Subject: Cover Letter

Dear Mr. Phillips

MW GOLDEN CONSTRUCTORS (MWGC) appreciates the opportunity to submit information to assist in pre-construction and construction services for the Police Department Renovation and Expansion project. MWGC has been providing construction management, design/build, construction, preconstruction and consulting services for 38 years from our Castle Rock, Colo. office.

We have earned a reputation for providing impeccable client service and excelling at highly technical projects with seemingly impossible deadlines. Our work includes educational, commercial, recreational, historic, medical, civil and industrial projects. Built on the foundation of honesty, integrity and quality workmanship, MWGC takes pride in developing strong relationships within the communities we work, and with our clients.

Our staff of construction professionals is known for its work with many municipalities, and we are proud to have received awards for our construction excellence and personal involvement. Our team's experience with municipalities and with police station renovations gives us a competitive advantage on your project. We take pride in completing our projects within the budget and schedule established.

We're currently renovating a police station for the City of Black Hawk and for the Town of Castle Rock. We also just completed a new police station for the Town of Buena Vista as well as one for the Town of Frisco.

We're large enough to successfully construct a wide variety of projects, yet small enough to give each project the individualized attention it deserves. We truly care about our clients and we pride ourselves on creating relationships that last a lifetime. Our goal for this project is for you to feel like you are our only client.

While our priority is to be profitable, we're in this business to help people—and our team of construction professionals will go the extra mile to do just that. MW GOLDEN CONSTRUCTORS was established on November 8, 1984 and has not had any other previous names in the last 10 years.

Please don't hesitate to contact us with any questions.

Sincerely,
MW GOLDEN CONSTRUCTORS

A handwritten signature in blue ink, appearing to read "Jason Golden", is written over a light blue circular stamp.

Jason Golden,
President

Direct: 720-531-4050
Cell: 303-335-6362

marketing@mwgolden.com
www.mwgolden.com

1700 Park St
Castle Rock, CO 80109

PROJECT APPROACH & DETAILED SCOPE OF WORK

PROCUREMENT PACKAGES, CONSTRUCTION SEQUENCES, MEANS & METHODS

We will advise on procurement packages when we are hired on for the pre-construction contract. Typical packages are electrical installation, mechanical installation and plumbing, and testing and commissioning. For suggested construction sequences please refer to the schedule created by our Project Engineer.

MWGC will locate a temporary construction trailer on-site if allowed by the Town of Johnstown. All subcontractor and on-site meetings will be held either in the trailer or outside of it. Our superintendents are skilled at managing subcontractors and organizing and utilizing the most appropriate people to construct our projects. Supervisors are equipped with iPads, enabling them to rapidly conduct their online work with main office connectivity and support. Each project superintendent uploads scheduling information remotely to our office to further complement a company-wide assessment of work progress. Superintendents also perform their daily records and weekly updates remotely.



MWGC will assess all elements for the new additions and renovations.

Our utilization of Procore for our Project Management software also sets us apart from our competitors. Procore is utilized for all aspects of the construction process, from estimating to project closeouts. All information utilized in the estimating and preconstruction services is automatically linked between Smartbidnet and Procore.

Project drawings and specifications are stored and managed within Procore. It is a contractual requirement between MWGC and our team of subcontractors and suppliers that all site foremen have access to Procore on the project site. Drawings and Specifications will only show the most recent plan view first. Access to all previous versions of drawings are accessible and Procore scans each drawing revision showing all new information highlighted in green, and deleted information highlighted in red. Ensuring current contract documents are in the hands of team in the field is guaranteed.

Submittals are likewise run through Procore and are tracked by specification number. This enables all team members to easily access all pending and approved submittals during the construction project. Submittal requested response times are tracked and are easily shown and the quantity approved and outstanding.

Procore is an integral part of our project management approach to our projects. The program is easy to use and allows for a self-taught approach. As owners, architects, owner's representatives, engineers or any other team member, there is a 10 to 20-minute video that will show you how to use the program effectively. MW GOLDEN CONSTRUCTORS likewise can easily show and teach all team members how to use the program in our project kick off meeting or answer any questions daily. The program is compatible with any computer, tablet and cell phone. This allows for all team members to be as engaged in the project as they would like to be.

MW GOLDEN CONSTRUCTORS strives to make the project construction experience as easy as possible for all team members. We strongly believe that the addition of this tool, has made all project team members experience easier, and having invaluable access to all project information accessible at your fingertips.

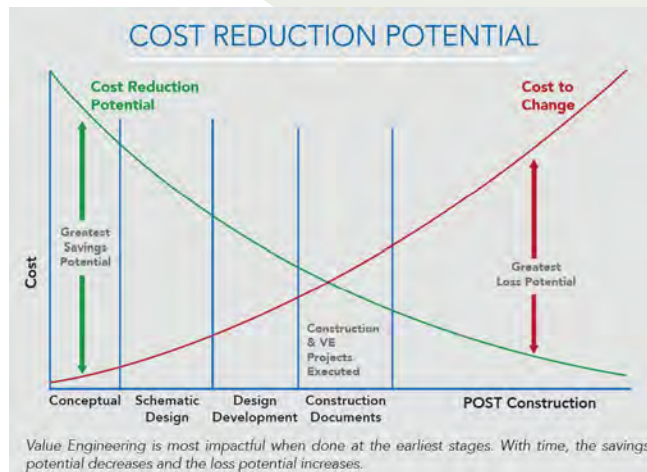
VALUE ENGINEERING

If we see a better way to accomplish specified work we make recommendations and/or suggestions to the design team and owner to see if there is interest in pursuing cost reduction. We reach out to manufacturers and subcontractors to create true cost reduction suggestions.

In addition, we provide a high level of communication on each project. With every estimate, cost reduction idea, or suggestion, we complete the pricing exercise and highlight every change in our budget. These cost cutting options are identified in an Excel spreadsheet and included in a written descriptive report that is continually updated throughout the process. As a result of this acute attention to detail and communication, our clients are able to see the same project costs we are looking at—from start of schematic design to the guaranteed maximum price. Nothing is manipulated. Everything is transparent.

We reach out to manufacturers and subcontractors to create true value engineering suggestions. In addition, we provide a high level of communication on each project. With every estimate, value engineering idea, or suggestion, we complete the pricing exercise and highlight every change in our budget.

The design phase of the project is the most crucial time to implement cost reduction ideas. It is during this phase of the project that we negotiate pricing with manufacturers and subcontractors and offer alternative solutions for the project.



For this particular project, some VE suggestions are: Do not phase the project, a shorter time overall will allow for cost savings. If not possible, only two phases would be better. Remove covered parking from scope. It can be added easily in future. Do not add second entrance to parking lot. Reuse existing overhead door for reinstall. Salvage evidence transfer lockers for reinstall instead of new. Do not install movable shelves in records room. Use fixed shelves instead. Install Sealed concrete in lieu of finished flooring (carpet or VCT) in majority of new additions.



PAONIA PUBLIC LIBRARY

Cost savings of \$137,901 returned to Paonia Public Library Foundation.

76% local subcontractor participation brought down total cost.



AQUATIC FACILITIES REPLACEMENT

MWGC was able to reduce the budget by \$1,563,000 between the SD and CD phase.

Pool layouts were modified and some bodies of water were combined to reduce the number of pumps.



Philip S. Miller Park

MWGC utilized just in time delivery methods to cut down on costs.

Cost-effective natural materials were used in addition to local construction methods.

PARTNERING

MWGC envisions a mutually beneficial relationship between us and Town of Johnstown. This relationship will be built on an environment of mutual trust, commitment to shared goals, and open communication. In this partnership, MWGC will be transparent during all aspects of your project. By being transparent and keeping open lines of communication we believe we can complete your project to the high level of quality work you can expect from us.

The biggest partnering challenge that we've found is communication. A lack of communication can ruin a project. On 90% of our projects, we recommend an owner/architect/contractor meeting on a weekly basis to go through outstanding submittals for approval, Requests For Information, quality control, safety review, and schedule review. A second preconstruction subcontractor/contractor meeting will be held with subs before they come onto the jobsite. We will also conduct a team meeting each week with our foremen and a two-week look ahead schedule to ensure we all are on same page and will be able to accomplish our goals for the week.

We conduct weekly progress meetings and keep team meeting minutes. During team meetings we talk about items such as outstanding RFIs, maintenance of quality standards, safety issues, schedule, proposed changes, material deliveries and submittals, and any other items requiring attention. Our company policy is to issue meeting minutes within 24 hours of the meeting's conclusion.

We pride ourselves on our ability to avoid and/or manage conflict and hold ourselves accountable during the preconstruction and construction process. We appreciate that there may be times when our viewpoints may conflict with that of the Town of Johnstown and D2C Architects; however, as professionals we are always interested in listening to each opinion, concern, or interpretation of the design documents and reaching a reasonable, logical decision in order to keep the project moving forward. We are confident that any disagreements will be worked out proactively before creating a conflict.

CONTINGENCY

We make recommendations for how much contingency the Town of Johnstown should carry based on the risk assessment of the Police Department Renovation and Expansion project. We will develop a preliminary schedule and constructability review, including recommendations for material selection. This process also involves our value-engineering exercise, in which we assist with choosing products and make recommendations to ultimately select a product that meets your budget. The contingency will act as a sort of insurance against unforeseen costs.

Before the use of any contingency we will advise the owner on what unforeseen costs have arrived. The owner will have final say on when their contingency will be used. Bringing MW GOLDEN CONSTRUCTORS on board early will be imperative to minimize contingency usage. Incomplete plans or owner-directed changes are the leading causes of dipping into a contingency fund.

CONTRACT COMMENTS

MWGC does numerous CM/GC contracts with an established GMP every year. We are well versed in these contracts. We propose using an AIA contract with a GMP.

SELF-PERFORMED WORK

MWGC normally self-performs around 32% of the work on our projects; this varies with the specific scope of work on each project. Our typical self-performed work consists of site survey and verification of controls, layout, perpetual cleanup, snow removal, mechanical pads, bollard installation, light pole bases, installation of metal handrails, rough carpentry, finish carpentry, foundation insulation, damp proofing, fire caulking, fire safing, roof specialties, installation of doors/frames/hardware, installation of windows, chalkboards, wall and corner guards, flagpoles, signage, lockers, fire protection specialties, toilet and bath accessories, window treatment, mats, and furniture.

The ability to self-perform these specific tasks is beneficial due to any schedule conflicts that may arise. MWGC will solicit a minimum of three bids per division for all potential self-performed items and will also price the

activities ourselves. If the activity deems appropriate for the general contractor to perform for cost savings scheduling reasons it will be presented to the owner for approval. Perpetual clean-up is consistently performed by our staff to support jobsite safety.

Some general categories of subcontracting out of our general expertise where we will be looking to subcontract are concrete, plumbing, electrical, HVAC, earthwork, drywall, and roofing.

BANDWIDTH

MWGC has completed projects in a wide variety of locations throughout Colorado, and we strive to support the local community throughout the construction process. We solicit local subcontractors to prequalify to bid on the project through advertisements in local papers, issue of prequalification forms at existing facilities, and by the owner’s suggestions of local subcontractors.

MWGC will advertise for prequalification of local subcontractors of major project components that the team deems in the best interest of the Police Department Renovation and Expansion. All areas of the project chosen to remain open to the bidding process will be advertised in the local papers, the Daily Journal, and REED construction data to capture as much subcontractor pricing as possible. Bids are received, references are checked on the apparent low bids, and a recommendation of award (per division) will be given to the Town of Johnstown and D2C for approval. Preference will be given to local subcontractors per Town of Johnstown’s request.

MW GOLDEN CONSTRUCTORS hereby states that our submitted team has the ability to staff this project to support the schedule.



7/14/2023

Town of Johnstown Police Department
 430 S Parish Avenue
 Johnstown, CO 80534

Attention: Brian Phillips
 Reference: Johnstown Police Department Renovation
 Subject: Concept Design Preliminary Constructability Budget

Brian,

MW GOLDEN CONSTRUCTORS (MWGC) is pleased to provide you with concept design preliminary constructability budgetary pricing for the concept design set of the Johnstown Police Department Renovation Project provided by D2C Architects dated May 21st, 2021. This proposal letter is being provided to give clarification on the project inclusions, exclusions, and pricing. Below is the breakdown of all these items.

Divisional Cost Breakdown:

Division	Description	Total	Cost Per SF	% of Total
010000	General Conditions	\$220,045	\$17.49	7.15%
014126	Permitting Fee	\$20,000	\$1.59	0.65%
015123	Temporary Heating and Ventilation	\$13,800	\$1.10	0.45%
015219	Temporary Sanitary Facilities	\$2,544	\$0.20	0.08%
015526	Traffic Control Services	\$6,080	\$0.48	0.20%
015613	Temporary Air Barriers	\$6,000	\$0.48	0.19%
015615	Temporary Floor Covering	\$4,500	\$0.36	0.15%
015616	Temporary Dust Barriers	\$6,000	\$0.48	0.19%
015626	Temporary Fencing	\$6,800	\$0.54	0.22%
017419	Construction Waster Management and Removal	\$8,000	\$0.64	0.26%
017423	Final Cleaning	\$9,435	\$0.75	0.31%
022113	Site Survey	\$37,720	\$3.00	1.23%
024100	Demolition	\$95,000	\$7.55	3.09%
033000	Cast in Place Concrete	\$98,000	\$7.79	3.18%
040000	Masonry	\$32,480	\$2.58	1.06%
051000	Structural Metal Framing	\$71,832	\$5.71	2.33%
055000	Metal Fabrications	\$750	\$0.06	0.02%
060000	Rough Carpentry	\$2,505	\$0.20	0.08%
064000	Architectural Woodwork	\$110,859	\$8.81	3.60%
071000	Dampproofing	\$13,138	\$1.04	0.43%
072000	Thermal Protection	\$54,596	\$4.34	1.77%
075000	Membrane Roofing	\$35,940	\$2.86	1.17%
076000	Flashing and Sheet Metal	\$9,618	\$0.76	0.31%
076113	Standing Seam Metal Roofing	\$110,500	\$8.78	3.59%

Division	Description	Total	Cost Per SF	% of Total
079000	Joint Protection	\$1,683	\$0.13	0.05%
081100	Doors, Frames, Hardware	\$24,526	\$1.95	0.80%
083000	Overhead Doors	\$9,000	\$0.72	0.29%
085000	Windows	\$14,490	\$1.15	0.47%
085656	Security Window Screens	\$2,415	\$0.19	0.08%
092000	Exterior Stucco	\$157,999	\$12.56	5.13%
092900	Gypsum Board Assemblies	\$120,607	\$9.59	3.92%
095100	Acoustic Ceiling Panels	\$44,218	\$3.51	1.44%
096000	Flooring	\$70,118	\$5.57	2.28%
099000	Painting	\$56,981	\$4.53	1.85%
101100	Visual Display Units	\$1,740	\$0.14	0.06%
101400	Signage	\$5,500	\$0.44	0.18%
105100	Lockers	\$5,000	\$0.40	0.16%
112600	Unit Kitchens	\$3,551	\$0.28	0.12%
122000	Window Treatments	\$4,000	\$0.32	0.13%
123600	Countertops	\$23,192	\$1.84	0.75%
129313	Bicycle Racks	\$970	\$0.08	0.03%
210000	Fire Suppression	\$75,000	\$5.96	2.44%
220000	Plumbing	\$94,176	\$7.49	3.06%
230000	HVAC	\$240,672	\$19.13	7.82%
260000	Electrical	\$212,640	\$16.90	6.91%
270000	Communications	\$83,712	\$6.65	2.72%
280000	Electronic Safety and Security	\$32,000	\$2.54	1.04%
283000	Fire Alarm	\$21,451	\$1.71	0.70%
310000	Earthwork	\$182,419	\$14.50	5.93%
312500	Erosion and Sedimentation Controls	\$8,500	\$0.68	0.28%
321216	Asphalt Paving	\$65,503	\$5.21	2.13%
321723	Pavement Markings	\$4,000	\$0.32	0.13%
323100	Fences and Gates	\$30,420	\$2.42	0.99%
328000	Landscaping	\$5,000	\$0.40	0.16%
600100	Bond	\$22,347	\$1.78	0.73%
600200	Insurance	\$61,613	\$4.90	2.00%
600300	Builders Risk	\$7,486	\$0.60	0.24%
600500	Contingency	\$215,489	\$17.13	7.00%
600600	Margin / Fee	\$192,400	\$15.29	6.25%
	Total Proposal	\$3,076,960	\$244.59	100.00%

Inclusions:

010000 – General Conditions

- Includes full-time supervision and general conditions for 9 months.

014126 – Permitting Fee

- Includes an allowance value of \$20,000.

022113 – Site Survey

- MWGC will provide layout and grade staking required for installation of site parking lot, civil components, and additions layout.

024113 – Demolition

- MWGC will demo and remove all indicated walls, finishes, flooring, ceilings, doors, and windows required for new construction scope installation.
- Includes demo of interior slab on grade for new underground plumbing

033000 – Cast in Place Concrete

- MWGC will furnish and install all indicated site concrete, concrete foundations, steam walls, slab on grade, and curb and gutter indicated in plan set.

040000 – Masonry

- MWGC will install masonry veneer at the new additions and tie into the existing building matching finish as close as available materials will allow.
- MWGC will patch and repair existing CMU walls as required.

051000 – Structural Metal Framing

- MWGC will furnish and install the structural steel framing required for the new additions and tie in the existing facilities.

055000 – Metal Fabrications

- MWGC will furnish and install galvanized steel bollards indicated in plans.

060000 – Rough Carpentry

- MWGC will furnish and install all necessary backing and blocking required for all wall or ceiling mounted items.

064000 – Architectural Woodwork

- Furnish and install plastic laminate casework as indicated in drawings with use of solid surface countertops.

071000 – Dampproofing

- Furnish and install WR Meadows SealMastic dampproofing at the site concrete building foundations.

072000 – Thermal Protection

- Install thermal insulation in exterior walls and sound insulation in interior walls.

075000 – Membrane Roofing

- MWGC will furnish and install the new addition membrane roofing with required iso insulation and tie it into the existing roofing for a watertight roofing.

076113 – Flashing and Sheet Metal

- Furnish and install prefinished gutters and downspouts on new additions tying into and matching existing gutters and downspouts.

076113 – Standing Seam Metal Roofing

- Furnish and install new standing seam metal roofing on additions as well as tying into and matching existing standing seam metal roofing.

079000 – Joint Protection

- Furnish and install joint sealants at material transitions and exterior building to site concrete transitions.

081100 – Doors, Frames, and Hardware

- MWGC will furnish and install indicated new doors, frames, and door hardware required per plans.
 - o The doors will be hollow metal on exterior and wood plain sliced pre-stained maple interiors.

083000 – Overhead Doors

- Furnish and install new overhead door at evidence vehicle bay.

085000 – Windows

- MWGC will furnish and install new windows at locations indicated in plans.

085656 – Security Window Screens

- Furnish and install ballistic window glazing film on newly installed windows.

092000 – Exterior Stucco

- Furnish and Install stucco finish coating at new additions and tie into existing finishes blending into the existing.

092900 – Gypsum Board Assemblies

- MWGC will install 5/8 drywall on all exterior and interior walls. 5/8" mold block on wet walls, ½ drywall on ceilings.

096000 – Flooring

- Furnish and install sealed concrete, carpeting, and vinyl floorings throughout new additions and tying into existing buildings.

099000 – Painting

- Painting with Sherwin William's products on all walls, exterior finishes and ceilings as required for finished product.

101100 – Visual Display Units

- Furnish and Install 2 standard marker display boards in community/training room.

101400 – Signage

- Furnish and install interior room identification and ADA required signage.

105100 – Lockers

- Furnish and install evidence storage transfer lockers.

112600 – Unit Kitchens

- Furnish and install residential style kitchen area refrigerator, stovetop, range hood, and microwave.

122000 – Window Treatments

- Furnish and install roller window shades on new windows in community/training room.

123600 – Countertops

- Furnish and install solid surface countertops on new architectural casework.

129313 – Bicycle Rack

- Furnish and install new wall mounted bicycle rack to building exterior.

210000 – Fire Suppression

- MWGC will modify the existing fire suppression system to account for new additions layout.
- Includes required engineering and certifications.

220000 - Plumbing

- MWGC will supply new plumbing rough ins, fixtures, and associated components for new plumbing requirements as well as tying into existing services for the new additions.

230000 - HVAC

- MWGC will supply new mechanical rough ins, fixtures, and associated components for new HVAC requirements as well as tying into existing services for the new additions.

260000 – Electrical

- MWGC will rough in and install all new electrical systems and lighting fixtures.
 - o Assumes existing electrical transformer is to remain and panels have space for additional service.

270000 – Communications (Allowance)

- MWGC will provide conduits and service lines for data, phone lines, audio and visual components indicated in plans.

280000 – Electronic Safety and Security

- MWGC will furnish and install access control and requested audio/visual components indicated in plans.
 - o Assumes use of existing systems.

283000 – Fire Alarm

- MWGC will design and install a fire alarm system throughout the additions tying into existing system.
 - o Assumes existing panel has space for new components.

310000 – Earthwork

- MWGC will demo indicated existing site asphalt and concrete, excavate for new additions, back fill and grading for new additions and site work.
 - o Includes new structural fill where required

312500 – Erosion and Sedimentation Controls

- MWGC will install all required temporary erosion and sediment control required to contain disturbed soils during construction.

321216 – Asphalt Paving

- Pour and pave new asphalt paving in parking lot area.

321723 – Pavement Markings

- Install parking lot striping per plans.

323100 – Fences and Gates

- Furnish and install security gates, chain link storage cabinets and automated access gates as indicated on plans.

329219 – Landscaping

- MWGC will final grade disturbed areas and install native seeding as required for long term erosion control.

Exclusions:

- Material Testing
- New utilities services. Includes tying into existing within building footprint.
- All items not listed in inclusions
- Pricing is budgetary as not based of full completed design documents.
- Taxes
- Permits and permit fees.
- Plan review fees
- Temporary construction, power, water, and gas consumption fees
- Any tap fees.

- All fees by utility provider for upgraded service hook up.
- Commission
- Furnishings
- Temporary utilities and utility use fees
- Soil tests
- Geogrid and perimeter drains.
- Dewatering
- Soil treatments
- Asbestos testing or abatement
- Third Party Material Testing

Sincerely,
MW GOLDEN CONSTRUCTORS

Kevin Byczkowski
Project Estimator

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,

MW GOLDEN CONSTRUCTORS

is a
Corporation

formed or registered on 11/08/1984 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 19871594072 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/06/2023 that have been posted, and by documents delivered to this office electronically through 07/10/2023 @ 09:25:19 .

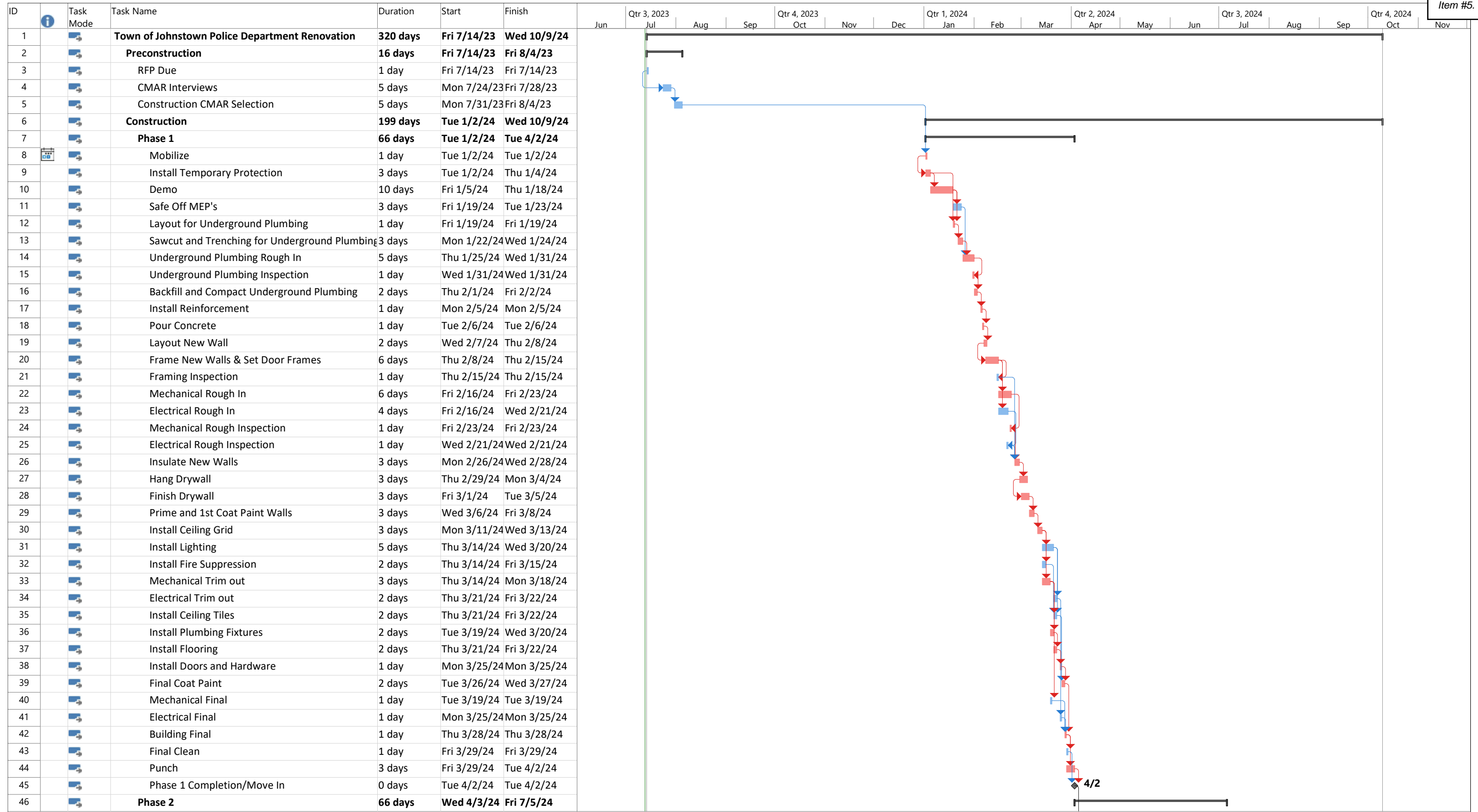
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/10/2023 @ 09:25:19 in accordance with applicable law. This certificate is assigned Confirmation Number 15132081 .




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."





MW GOLDEN CONSTRUCTORS
QUALITY AND PERFORMANCE

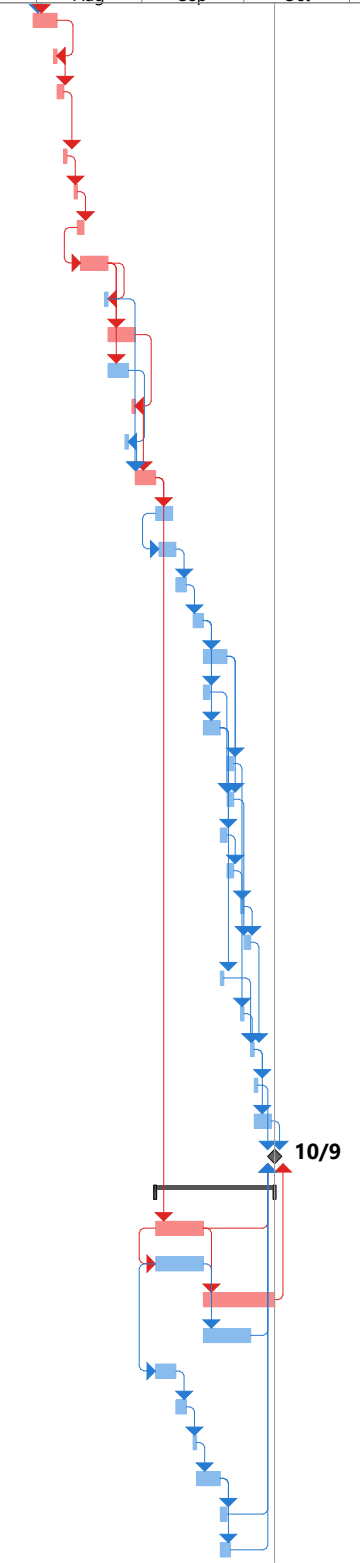
Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Jun	Qtr 3, 2023	Jul	Aug	Sep	Qtr 4, 2023	Oct	Nov	Dec	Qtr 1, 2024	Jan	Feb	Mar	Qtr 2, 2024	Apr	May	Jun	Qtr 3, 2024	Jul	Aug	Sep	Qtr 4, 2024	Oct	Nov
47		Mobilize	1 day	Wed 4/3/24	Wed 4/3/24																								
48		Install Temporary Protection	3 days	Wed 4/3/24	Fri 4/5/24																								
49		Demo	10 days	Mon 4/8/24	Fri 4/19/24																								
50		Safe Off MEP's	3 days	Mon 4/22/24	Wed 4/24/24																								
51		Layout for Underground Plumbing	1 day	Mon 4/22/24	Mon 4/22/24																								
52		Sawcut and Trenching for Underground Plumbing	3 days	Tue 4/23/24	Thu 4/25/24																								
53		Underground Plumbing Rough In	5 days	Fri 4/26/24	Thu 5/2/24																								
54		Underground Plumbing Inspection	1 day	Thu 5/2/24	Thu 5/2/24																								
55		Backfill and Compact Underground Plumbing	2 days	Fri 5/3/24	Mon 5/6/24																								
56		Install Reinforcement	1 day	Tue 5/7/24	Tue 5/7/24																								
57		Pour Concrete	1 day	Wed 5/8/24	Wed 5/8/24																								
58		Layout New Wall	2 days	Thu 5/9/24	Fri 5/10/24																								
59		Frame New Walls & Set Door Frames	6 days	Fri 5/10/24	Fri 5/17/24																								
60		Framing Inspection	1 day	Fri 5/17/24	Fri 5/17/24																								
61		Mechanical Rough In	6 days	Mon 5/20/24	Tue 5/28/24																								
62		Electrical Rough In	4 days	Mon 5/20/24	Thu 5/23/24																								
63		Mechanical Rough Inspection	1 day	Tue 5/28/24	Tue 5/28/24																								
64		Electrical Rough Inspection	1 day	Thu 5/23/24	Thu 5/23/24																								
65		Insulate New Walls	3 days	Wed 5/29/24	Fri 5/31/24																								
66		Hang Drywall	3 days	Mon 6/3/24	Wed 6/5/24																								
67		Finish Drywall	3 days	Tue 6/4/24	Thu 6/6/24																								
68		Prime and 1st Coat Paint Walls	3 days	Fri 6/7/24	Tue 6/11/24																								
69		Install Ceiling Grid	3 days	Wed 6/12/24	Fri 6/14/24																								
70		Install Lighting	5 days	Mon 6/17/24	Fri 6/21/24																								
71		Install Fire Suppression	2 days	Mon 6/17/24	Tue 6/18/24																								
72		Mechanical Trim out	3 days	Mon 6/17/24	Wed 6/19/24																								
73		Electrical Trim out	2 days	Mon 6/24/24	Tue 6/25/24																								
74		Install Ceiling Tiles	2 days	Mon 6/24/24	Tue 6/25/24																								
75		Install Plumbing Fixtures	2 days	Thu 6/20/24	Fri 6/21/24																								
76		Install Flooring	2 days	Mon 6/24/24	Tue 6/25/24																								
77		Install Doors and Hardware	1 day	Wed 6/26/24	Wed 6/26/24																								
78		Final Coat Paint	2 days	Thu 6/27/24	Fri 6/28/24																								
79		Mechanical Final	1 day	Thu 6/20/24	Thu 6/20/24																								
80		Electrical Final	1 day	Wed 6/26/24	Wed 6/26/24																								
81		Building Final	1 day	Mon 7/1/24	Mon 7/1/24																								
82		Final Clean	1 day	Tue 7/2/24	Tue 7/2/24																								
83		Punch	3 days	Tue 7/2/24	Fri 7/5/24																								
84		Phase 2 Completion/Move In	0 days	Fri 7/5/24	Fri 7/5/24																								
85		Phase 3	67 days	Mon 7/8/24	Wed 10/9/24																								
86		Mobilize	1 day	Mon 7/8/24	Mon 7/8/24																								
87		Install Temporary Protection	3 days	Mon 7/8/24	Wed 7/10/24																								
88		Demo	10 days	Thu 7/11/24	Wed 7/24/24																								
89		Safe Off MEP's	3 days	Thu 7/25/24	Mon 7/29/24																								
90		Layout for Underground Plumbing	1 day	Thu 7/25/24	Thu 7/25/24																								
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Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

ID	Task Mode	Task Name	Duration	Start	Finish	Jun	Qtr 3, 2023	Jul	Aug	Sep	Qtr 4, 2023	Oct	Nov	Dec	Qtr 1, 2024	Jan	Feb	Mar	Qtr 2, 2024	Apr	May	Jun	Qtr 3, 2024	Jul	Aug	Sep	Qtr 4, 2024	Oct	Nov	
92		Underground Plumbing Rough In	5 days	Wed 7/31/24	Tue 8/6/24																									
93		Underground Plumbing Inspection	1 day	Tue 8/6/24	Tue 8/6/24																									
94		Backfill and Compact Underground Plumbing	2 days	Wed 8/7/24	Thu 8/8/24																									
95		Install Reinforcement	1 day	Fri 8/9/24	Fri 8/9/24																									
96		Pour Concrete	1 day	Mon 8/12/24	Mon 8/12/24																									
97		Layout New Wall	2 days	Tue 8/13/24	Wed 8/14/24																									
98		Frame New Walls & Set Door Frames	6 days	Wed 8/14/24	Wed 8/21/24																									
99		Framing Inspection	1 day	Wed 8/21/24	Wed 8/21/24																									
100		Mechanical Rough In	6 days	Thu 8/22/24	Thu 8/29/24																									
101		Electrical Rough In	4 days	Thu 8/22/24	Tue 8/27/24																									
102		Mechanical Rough Inspection	1 day	Thu 8/29/24	Thu 8/29/24																									
103		Electrical Rough Inspection	1 day	Tue 8/27/24	Tue 8/27/24																									
104		Insulate New Walls	3 days	Fri 8/30/24	Wed 9/4/24																									
105		Hang Drywall	3 days	Thu 9/5/24	Mon 9/9/24																									
106		Finish Drywall	3 days	Fri 9/6/24	Tue 9/10/24																									
107		Prime and 1st Coat Paint Walls	3 days	Wed 9/11/24	Fri 9/13/24																									
108		Install Ceiling Grid	3 days	Mon 9/16/24	Wed 9/18/24																									
109		Install Lighting	5 days	Thu 9/19/24	Wed 9/25/24																									
110		Install Fire Suppression	2 days	Thu 9/19/24	Fri 9/20/24																									
111		Mechanical Trim out	3 days	Thu 9/19/24	Mon 9/23/24																									
112		Electrical Trim out	2 days	Thu 9/26/24	Fri 9/27/24																									
113		Install Ceiling Tiles	2 days	Thu 9/26/24	Fri 9/27/24																									
114		Install Plumbing Fixtures	2 days	Tue 9/24/24	Wed 9/25/24																									
115		Install Flooring	2 days	Thu 9/26/24	Fri 9/27/24																									
116		Install Doors and Hardware	1 day	Mon 9/30/24	Mon 9/30/24																									
117		Final Coat Paint	2 days	Tue 10/1/24	Wed 10/2/24																									
118		Mechanical Final	1 day	Tue 9/24/24	Tue 9/24/24																									
119		Electrical Final	1 day	Mon 9/30/24	Mon 9/30/24																									
120		Building Final	1 day	Thu 10/3/24	Thu 10/3/24																									
121		Final Clean	1 day	Fri 10/4/24	Fri 10/4/24																									
122		Punch	3 days	Fri 10/4/24	Tue 10/8/24																									
123		Phase 3 Completion/Move In	0 days	Wed 10/9/24	Wed 10/9/24																									
124		Exterior Work	25 days	Thu 9/5/24	Wed 10/9/24																									
125		Stucco, CMU, Masonry	10 days	Thu 9/5/24	Wed 9/18/24																									
126		Structural Steel for Carports	10 days	Thu 9/5/24	Wed 9/18/24																									
127		Roofing	15 days	Thu 9/19/24	Wed 10/9/24																									
128		Install New Security Fence	10 days	Thu 9/19/24	Wed 10/2/24																									
129		Demo Existing Entry Location	4 days	Thu 9/5/24	Tue 9/10/24																									
130		Grade for New Entry	3 days	Wed 9/11/24	Fri 9/13/24																									
131		Asphalt for New Entry	1 day	Mon 9/16/24	Mon 9/16/24																									
132		Form, Reinforce, Pour Concrete at New Entry	5 days	Tue 9/17/24	Mon 9/23/24																									
133		Parking Lot Striping	2 days	Tue 9/24/24	Wed 9/25/24																									
134		Landscaping at New Entry	3 days	Tue 9/24/24	Thu 9/26/24																									



Task		Summary		Inactive Milestone		Duration-only		Start-only		External Milestone		Critical Split	
Split		Project Summary		Inactive Summary		Manual Summary Rollup		Finish-only		Deadline		Progress	
Milestone		Inactive Task		Manual Task		Manual Summary		External Tasks		Critical		Manual Progress	

BUENA VISTA POLICE STATION

Buena Vista, CO



Project Overview:

The Town of Vail Buena Vista recently hired MW GOLDEN CONSTRUCTORS via a CM/GC contract to build their new police station.

The Buena Vista Police Station is a tenant remodel of what was previously a local furniture store. This project involves upgrading site utilities, installing an upgraded secure vestibule, and upgrading the mechanical, electrical, and plumbing systems of the building. The finished building will provide space for officers to work, train, eat, process those who have been arrested, and store evidence & firearms. Due to the nature of the building, the upgrades will include state of the art security upgrades and bullet resistant windows and walls to keep the employees and visitors safe. MWGC’s role in the project is to put together the project team and ensure the building is completed above and beyond the expectations of the Buena Vista Police Department. Our team brought our expertise to the table to recommend changes that will improve the quality of the finished product and save the owner money wherever possible.

MWGC made a focused and concerted effort to involve local vendors during the preconstruction phase of the project, and we able to award several local subcontractors to complete scopes of work ranging from demolition, excavation, utilities, concrete, framing, drywall, HVAC, plumbing, electrical, and fire alarm. This effort resulted in over 60% of the project being awarded to companies in the Arkansas River valley. These local subcontractors are a tremendous asset to the project overall; not only resulting in significant cost savings, but in local companies investing in their own community.

SPECIFICATIONS

Contract Amount
\$4,085,238

Project Schedule
7/11/2022 - 7/13/2023

Project Team
Jason Golden - Principal
Adam Alexander - Estimator
Jeff England - Project Manager
Anthony Farr - Superintendent
Michael Roy - Project Engineer

Owner
Town of Buena Vista
Joseph Teipel
(719) 395-8643

Design
Reilly Johnson Architecture
Page Phillips
(303) 832-9111

**FRISCO POLICE DEPARTMENT
REMODEL**
Frisco, CO



Project Overview:

Walls were torn down and desks ripped out to start the renovation of the Frisco Police Department. While work was being done on the new space, the other half of the department remained occupied and fully operational. MWGC completed demolition during night hours to start the project so we did not disrupt the business.

The previous storage room was remodeled to include a new kitchen, bunks, lockers and an expanded squad room. The squad room now serves as a backup to the Emergency Operations Center at County Commons.

Many of the officers for the Town of Frisco are unable to find housing and have to commute from the front range. With the new bunk space, officers will have the opportunity to spend the night in case of bad weather, accidents, etc shutting down I-70.

SPECIFICATIONS

Contract Amount
\$1,634,345

Project Schedule
4/1/2022 - 11/15/2022

Project Team
Jason Golden - Principal
Michael Roy - Estimator
Mike Cartner - Project Manager
Matt Quigley - Superintendent
Cody Schwartzbauer - Project Engineer

Owner
Town of Frisco
Jeff Goble
(970) 668-9151

Design
O'Bryan Partnership
Frank Kovalski
(970) 668-1133

POLICE DEPARTMENT RENOVATION

Castle Rock, CO



Project Overview:

The Town of Castle Rock Police Department Renovation project is a phased renovation to the Police Department located in downtown Castle Rock. The scope of work includes but is not limited to, relocating locker rooms, additional office space, additional restrooms and quiet space, reworking the lobby bathrooms for ADA compliance, additional prosecutors office, vestibule and Dais work in the Municipal Court area.

All work is being done while the police department building remains operational throughout construction. Once one phase is completed, MWGC is moving staff into the completed space. The vacated space will then become the next phase of construction. Temporary walls and doors were constructed for security purposes and for odor/dust/noise control.

The majority of the work was completed in the secured area of the police department and mandatory background checks were conducted for all workers assigned to the area. MWGC ensured that work areas were secured at all times with limited access to other areas of the facility.

SPECIFICATIONS

Contract Amount
\$1,903,112

Project Schedule
11/28/2022 - 8/30/2023

Project Team
Jason Golden - Principal
Adam Alexander - Estimator
Mike Weber - Project Manager
Dante Conti - Superintendent
Jake Jones - Project Engineer

Owner
Town of Castle Rock
Sam Varela
(303) 663-6100

Design
HB&A Architecture & Planning
Liz Apke
(719) 473-7063

JEFFERSON AMBULANCE STATION

Jefferson, CO



Project Overview:

The South Park Ambulance District once again chose MW GOLDEN CONSTRUCTORS via a CM/GC contract to build their new ground up 4,345 square-foot single story ambulance station, this time located in Jefferson, CO. Like the Hartsel Ambulance Station we completed in 2021, the The station is a stand alone structure on a previously undeveloped site. Three main functions for the ambulance station went into the design: a clinic space, living space, and an apparatus bay.

The Jefferson Ambulance Station is a mirror image of the Hartsel Ambulance Station. The lone exception is that the Jefferson Ambulance Station will have air conditioning. By utilizing the same team, South Park Ambulance District was able to hit the ground running on their new ambulance station as we were all well versed in the local codes and regulations, subcontractor availability and material availability.

When completed, the station will include a treatment area for walk-ins, living quarters for 4 EMT staff members and a vehicle bay to house 2 ambulances. The addition of this station will further cut down on response times for incidents in Park County.

SPECIFICATIONS

Contract Amount
\$2,921,473

Project Schedule
6/13/2022 - 6/22/2023

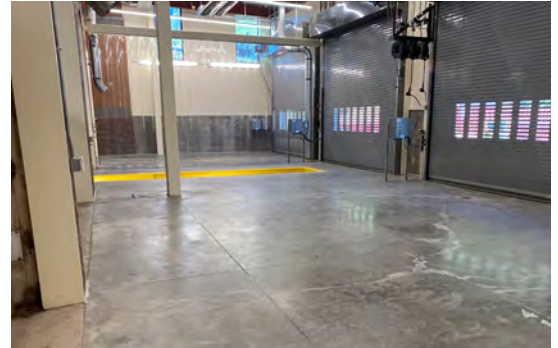
Project Team
Jason Golden - Principal
Adam Alexander - Estimator
Mike Weber - Project Manager
Dante Conti - Superintendent
Cody Schwartzbauer - Project Engineer

Owner
South Park Ambulance District
Paul Mattson
(719) 836-2055

Design
Davis Partnership Architects
Spencer Luckey
(303) 861-8555

RFTA GMF EXPANSION PHASE 2

Glenwood Springs, CO



Project Overview:

Roaring Fork Transportation Authority selected MW GOLDEN CONSTRUCTORS (MWGC) to build Phase 2 of their Glenwood Springs Maintenance Facility. Phase 2, included grading, excavation, fleet maintenance building renovation and expansion.

The expansion called for a 6,775 square-foot addition to the existing maintenance facility. Two additional maintenance bays were also added to the existing building.

MWGC also administered renovations to the existing 11,098 square-foot building. The shared space between Dispatch Operations and IT was remodeled during the GMF Phase 2 Expansion Project and converted into a larger centralized dispatch center, a larger break room as well as a server room for the IT department’s equipment. A second level mezzanine was constructed to house additional offices, a conference room, break room, lockers and restrooms for maintenance personnel.

The maintenance facility remained fully operational during construction. The \$8.6 million project continues MWGC’s strong relationship working with RFTA.

SPECIFICATIONS

Contract Amount
\$8,623,019

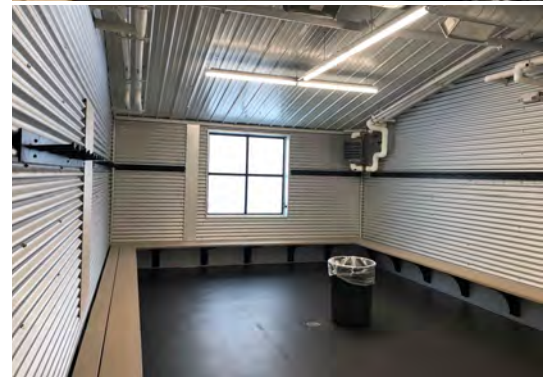
Project Schedule
11/18/2020 - 5/31/2022

Project Team
Jason Golden - Principal
Adam Alexander - Estimator
Mike Weber - Project Manager
Dante Conti - Superintendent
Sean Allen - Project Engineer

Owner
Roaring Fork Transportation Authority
Ben Ludlow
(970) 384-4858

Design
Zehren & Associates
Tim Losa
(970) 949-0257

STEPHEN C. WEST ICE ARENA
ADDITION & RENOVATION
 Breckenridge, CO



Project Overview:

Cramped quarters at the Stephen C. West Ice Arena prompted the Town of Breckenridge to consider this renovation & addition.

The addition encompasses two new locker rooms with attached restroom facilities, one “referee room” with changing and restroom facilities, one storage room, one mechanical room, two new office rooms on the second floor of the building, new lockers, new exterior stairs & egress path, site/landscaping work, and MEP additions/alterations to service the additional space.

The addition includes approximately 2440 SF of new space and approximately 483 SF of “alterations” (adding space on the second floor of the existing ice rink building for the two offices).

With the rink previously having only two locker rooms, teams had to wait until a practice or game got over and the locker rooms cleared out before the players can get ready. During the preconstruction phase of this project, we were able to value-engineer it down to the \$1.9 million budget.

With the community fully behind the ice arena renovation, MWGC finished this project with the Town of Breckenridge and Matthew Stais Architects.

SPECIFICATIONS

Contract Amount
 \$1,941,127

Project Schedule
 4/1/2019 - 11/22/2019

Project Team
 Jason Golden - Principal
 Adam Alexander - Estimator
 Mike Weber - Project Manager
 Dante Conti - Superintendent
 Sean Allen - Project Engineer

Owner
 Town of Breckenridge
 Chris McGinnis
 (970) 453-3183

Design
 Stais Architecture & Interiors Matt Stais
 (970) 453-0444

July 13, 2023

PROJECT	COMPLETION DATE	OWNER INFORMATION	PROJECT DESCRIPTION	% COMPLETE	CONTRACT VALUE
Town of Buena Vista Police Station Relocation & Remodel (Precon Contract w. Exhibit/GMP)	07/13/23	Town of Buena Vista Joseph Teipel (719) 395-8643	Police station relocation to new property.	94.0%	\$4,085,238
BP-13 District Wide Tech. Projects (Precon & Const. Contract(s))	8/15/2023	Jacobs Engineering Group Greg Martin (720) 660-3913	AV and video equipment replacement throughout all LPS schools.	92.0%	\$2,353,988
Summit County Stage Little Beaver Trail Housing Renovation (Precon Contract)	05/31/24	Summit County Chris Lubbers (970) 668-4161	Apartment renovation to workforce housing.	5.0%	\$1,400,000
Town of Castle Rock Police Department Basement Renovation (Contract)	08/30/23	Town of Castle Rock Sam Varela (303) 663-6100	Occupied renovation to Castle Rock police department.	75.0%	\$1,919,974
South Platte Crossing HVAC Mechanical (Precon Contract)	05/29/24	Adams County Tamara Morgan (720) 523-6111	Mechanical upgrades to South Platte Crossing building.	4%	\$2,500,000
Fairplay Employee Housing (Design Contract w. GMP Amendment)	Est. 04/01/24	Colorado Department of Transportation Robert Wilson (303) 548-6819	12 ground-up employee housing units for CDOT.	6.0%	\$6,000,000
Douglas County Open Space 2022-23 (Contract w. Agreement Extension)	Dec. 2023	Douglas County Johnny Mulligan (303) 660-7497	Park maintenance for Douglas County.	47.0%	\$174,999
Install Fire Sprinklers, Upgrade HVAC & ADA Hubert Work Gym Ph. 1 & 2 of 3 (Contract)	10/31/23	Colorado School for the Deaf & Blind Angela Barnhart (719) 578-2126	Renovations to Colorado School for the Deaf & Blind.	39.0%	\$3,164,400
Clear Creek School District RE-1 BP02 (Precon Contract & COs)	08/17/23	Jacob's Engineering Rachel Rubenstein (303) 771-0900	Interior and exterior school renovations.	34.0%	\$1,523,924
Granite Park Workforce Housing (Precon Contract w. GMP)	10/31/24	Town fo Frisco Addison Canino (970) 668-9150	22 unit ground-up workforce housing.	18.0%	\$12,297,578
Peak Side-Winter Park Home LLC (Precon Contract)	TBD	Winter Park Home, LLC Aaron Kelley (303) 249-1821	For sale condos.	3%	\$15,000,000
Sheriff's Substation Remodel (Precon Contract)	TBD	Adams County Tamara Morgan (720) 523-6111	Interior renovations to Adams County Sheriff's office.	2.0%	\$1,000,000
Police Station Renovation (Precon Contract)	09/29/23	City of Black Hawk Matt Reed (303) 582-2288	Renovation to City of Black Hawk police station.	7.0%	\$1,000,000
Justice Center ADR Conversion to Court Room (Precon Contract & Amendment)	Est. Sept. 2023	Adams County Tamara Morgan (720) 523-6111	Interior renovations to Adams County Justice Center.	6.0%	\$200,000
DreamTree - Taos NEST (Precon Contract)	Est. Spring 2024	Domos Consulting Greg Harms (303) 666-5324	Converstion of retirement homes to homeless shelter.	5%	\$1,000,000
BP-19 ESC General Upgrades & Secured Vestibule (Design & GC's Contract)	August 2024	Jacobs Engineering Group Greg Martin (720) 660-3913	Interior renovations to LPS schools.	2%	\$1,500,0

Adams Tower Level Five Tenant Improvements (Contract)	TBD	City of Commerce City (John Bourjaily (303) 227-8789	Renovation to 5th floor of South Platte Crossing building.	0%	\$1.2	Item #5.
Lewan 5th Floor	12/31/24	Integrated Property Services Matt Lewan (303) 757-4400	Renovation to 5th floor of Lewan building.	0%	\$500,000	

FINAL

\$56,820,101

MWGC Team

Jason Golden has spent his 25-year construction career in a variety of roles with MW GOLDEN CONSTRUCTORS and is currently the firm's President. He is in charge of all preconstruction and construction activities. As President, Jason ensures that MWGC's performance meets or exceeds our clients' expectations.

Jason was named 2009 Project Manager of the Year by the American Subcontractors Association of Colorado. He served as president of the Young Citizens of Philanthropy Inc., a Colorado non-profit composed of young professionals dedicated to community service. Jason has devoted much of his time to our nation's National Parks, and has served as a keynote speaker for the National Parks Conservation Association.

Recent and Current Projects

Castle Rock Police Department Renovation
Renovation to police station
 Anticipated Completion 08/30/2023
 \$1,903,112

Jefferson Ambulance Station
Ground-up ambulance station in Jefferson, CO
 Completion 5/25/2023
 \$2,729,605

Block 11 Employee Housing
22-unit workforce housing development in Breckenridge, CO
 Completion 02/27/2023
 \$12,860,087

Roaring Fork Transportation Authority GMF Expansion Phase 2
6,775 square-foot addition to the maintenance facility
 Completion 06/04/2022
 \$8,623,019

Stephen C. West Ice Arena Addition & Renovation
Occupied 2,000 sf addition and renovation of ice arena
 Completion 11/22/2019
 \$1,951,950



Jason Golden
 President

Education

University of Northern Colorado

Certifications

Green Building Certificate
 OSHA 10 Hour
 ICC General Contractor A
 Class A-B Building Inspection Division
 President - Grand County Builders Assoc

Industry Experience

25 Years

References

Douglas County School District
 Wayne Blazek
 (303) 387-0477

MWGC Team

Adam Alexander, AC, has been with MW GOLDEN CONSTRUCTORS since 2006 and serves in the role of Chief Estimator. Adam has also previously served in the roles of safety officer, superintendent, project manager, project engineer, and in-house IT support/website management.

Adam assigns and coordinates the scope of work with the estimating staff for each project. He is the primary member of the estimating team who has overall responsibility for the creation of budgets and estimates.

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Stephen C. West Ice Arena Addition & Renovation
Occupied 2,000 sf addition and renovation of ice arena
Completion 11/22/2019
\$1,951,950



Adam Alexander, AC
Senior Estimator

Education

B.S. Construction Management
Colorado State University

Certifications

Associate Constructor
American Institute of Constructors
OSHA 10 Hour
OSHA 30 Hour
MSHA Climax Site Training
EPA - Lead Safety

Industry Experience

24 Years

References

Town of Frisco
Addison Canino
(970) 668-9150

MWGC Team

Mike keeps a watchful eye on his projects and interjects constructability suggestions when needed. He is involved during the preconstruction scheduling of the project and will become deeply involved once construction begins, managing subcontract administration, project-related correspondence, billing, schedule, budget, and quality. He also supervises the project engineer to ensure submittals are reviewed on a timely basis in house and by the project's architects and engineers.

With a successful background in planning, directing and coordinating building activities, he is more than able to not only meet, but exceed your expectations.

Recent and Current Projects

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Renovation to police station
 Anticipated Completion 08/30/2023
 \$1,903,112

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 Completion 5/25/2023
 \$2,729,605

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 \$8,623,019

Stephen C. West Ice Arena Addition & Renovation
Occupied 2,000 sf addition and renovation of ice arena
 Completion 11/22/2019
 \$1,951,950



Mike Weber
 Project Manager

Education

B.S. Construction Management
 University of Wisconsin Platteville

Certifications

OSHA 10 Hour
 OSHA 30 Hour
 ABC Safety Certification
 Competent Person Training for
 Excavation Safety
 Safety Awareness Training
 Certified Forklift Operator
 Silica and Lead Safety
 Electrical Safety

Industry Experience

17 Years

References

Town of Breckenridge
 Melanie Leas
 (970) 453-3161

MWGC Team

Dante Conti joined MW GOLDEN CONSTRUCTORS in 2015 and serves in the role Superintendent. He is a results oriented superintendent who provides the knowledge, skills, and experience required to manage the day-today field operations, while producing quality work in a timely, safe, and cost effective manner.

Dante will be responsible for the production aspects of the work and accountable for producing quality work that is constructed consistent with the standard's set forth in the project's contract documents; for performing the work in a timely and cost effective manner; and for maintaining a work environment that is safe and continuously kept clean and orderly.

Dante resides in Loveland is will be able to respond to any urgent needs in a timely fashion.

Recent Relevant Projects

Castle Rock Police Department Renovation
Renovation to police station
 Anticipated Completion 08/30/2023
 \$1,903,112

Jefferson Ambulance Station
Ground-up ambulance station in Jefferson, CO
 Completion 5/25/2023
 \$2,729,605

Roaring Fork Transportation Authority GMF Expansion Phase 2
6,775 square-foot addition to the maintenance facility
 Completion 06/04/2022
 \$8,623,019

Stephen C. West Ice Arena Addition & Renovation
Occupied 2,000 sf addition and renovation of ice arena
 Completion 11/22/2019
 \$1,951,950



Dante Conti
 Superintendent

Education

Bachelor of Science
 Colorado State University

Certifications

OSHA 10 Hour
 Lift Certification for all Lifts

Industry Experience

10 Years

Reference

Adams County
 Kyle Burg
 (303) 659-2120

MWGC Team

Jake Jones is a Project Engineer at MW GOLDEN CONSTRUCTORS. His primary responsibility is to produce and complete accurate submittals and schedules for multiple projects. Jake also provides effective support to project field management and assists with site documentation. He keeps communication lines open by facilitating subcontractor and supplier coordination, working with the Project Manager, Project Superintendent, and distributing information to affiliated team members.

Jake has become an asset during pre-construction working, with MWGC's Estimators and the subcontractor industry quantifying materials and obtaining accurate pricing.

Recent Relevant Projects

Castle Rock Police Department Renovation
Renovation to police station
 Anticipated Completion 08/30/2023
 \$1,903,112

Adams County Health Department Renovation
Renovations to the Adams County Health Department Office
 Completion 03/10/2023
 \$652,581

Compass Montessori Capital Improvements - Wheat Ridge
Interior & exterior renovation of k-12 school
 Completion 08/12/2022
 \$793,133

Compass Montessori Capital Improvements - Golden
Interior & exterior renovation of k-12 school
 Completion 08/12/2022
 \$671,705



Jake Jones
Project Engineer

Education

Bachelor of Science
 Colorado State University

Certifications

OSHA 10

Industry Experience

2 Years

References

Cooperative Strategies
 Steven Mumblo
 (303) 319-9529

SAFETY

Below are the following Safety Statistics for the past 3 years for MW GOLDEN CONSTRUCTORS:

Workman's Compensation Insurance Multiplier

2023 - 1.02

2022 - 1.0

2021 - .75

OSHA Recordable Accident Rate

2022 - 3.18

2021 - 4.04

2020 - 3.92

We ensure a healthy atmosphere for everyone who steps onto our jobsite. Employees, subcontractors, design team members, and visitors are assured a risk-free experience. This is just one way our firm has earned the trust of an entire industry, and an important key to our success.

Our 2021 Excellence in Safety Award from the Colorado Chapter of the American Subcontractors Association was our fourth such award. We were also honored with the 2013 Outstanding Safety Award by the Associated Builders and Contractors Rocky Mountain Chapter for our consistent and successful efforts in this area.

MWGC requires all parties entering the project to comply with our safety program. Everyone is required to check in at the jobsite office and to wear all personal protective equipment described in our safety plan. Employees are required to read and sign a written statement acknowledging and agreeing to abide by our written safety plan. Mandatory weekly safety meetings are held on every project site. All operations are discussed and any pending operations that require additional safety awareness are addressed at each meeting. Attendees are required to sign an attendance sheet acknowledging their attendance and the safety requirements set forth pertaining to the specific project and each task.

- Our project managers perform their safety inspections on a weekly basis. MWGC staff and all affected subcontractors in attendance will identify and address the potential safety hazards for the upcoming work week. Our general liability carrier, CAN, and our workmen's compensation carrier, Pinnacle Assurance, conduct additional quarterly safety inspections. Pinnacle also provides hundreds of Tool Box Talk topics for our use in English and Spanish to allow our supervisors to provide necessary safety information to all employees.
- 100% hardhat compliance is required along with personal protection equipment for everyone on the site. Most MWGC personnel have received OSHA 30-Hour training; supervisors carry the latest OSHA standards with them on every project.

A copy of our safety manual is available per your request. As it is over 200 pages we have not included it in this proposal.

SUBCONTRACTORS

The key to achieving high performance from subcontractors is building strong relationships with them. We are proud that we have been named General Contractor of the Year by the American Subcontractors Association of Colorado (ASA) nine times, most recently in 2021. After having received the award five years in a row, we were inducted into the ASA Colorado Hall of Fame, one of only six general contractors with this unique distinction. These awards are given by vote of the ASA membership, and as such, is a reflection of the respect and reputation we have earned from Colorado's subcontractors.



We are proposing to use the following subcontractors who we've completed numerous projects with throughout our 38 year history.

- **South Valley Drywall** - They provide framing, carpentry, insulation, gypsum board installation, acoustical ceilings and wall panels. Some recent projects we've completed with them are the Adams County Government Center Renovation, Douglas County School District Charter School Renovations, Sterling Ranch Recreation Center and Vanderhoof Elementary School Renovation.
- **Apollo Mechanical Contractors** - Apollo provides industrial plumbing and piping, building automation systems, energy retrofit, sheet metal and pipe fabrication and installation. Recent projects include Adams County Government Center Renovation, Vanderhoof Elementary School Renovation, Hartsel Ambulance Station and Dennison Elementary School Renovation.
- **Colorado Doorways** - They provide and install all doors frames and hardware for nearly half of our projects. Recent projects include the Adams County Government Center Renovation, Douglas County School District Charter School Renovations, Sterling Ranch Recreation Center and Vanderhoof Elementary School Renovation.
- **MV Power Solutions** - MV Power provides installation of electrical systems. Recent projects include the Adams County Government Center Renovation, Douglas County School District Charter School Renovations, Sterling Ranch Recreation Center and Vanderhoof Elementary School Renovation.

We try and keep the same subcontractors on CM/GC and CMAR projects as they are well versed in each others project plans. We can give you a complete list at the time of award.

CONSTRUCTION SEQUENCING AND SCHEDULING



UNIQUELY MWGC

MWGC utilizes Microsoft Project for our scheduling software. Weekly schedules are uploaded to our project management software, Procore.

MWGC will review all materials for economies and work on schedules to ensure the Town of Johnstown that any cost restraints and scheduling requirements are met. Our project supervisor will use Procore and Microsoft Project software to implement the critical path method, scheduling every step of the Police Department Renovation and Expansion's construction. This schedule is developed with input from the project's subcontractors and our project manager, and validated by the project engineers using actual field data.

Along with our constructability reviews, we will keep a preliminary project schedule, updating the overall schedule and incorporating components as they are added or deleted to ensure we meet the established timeline. Two-week scheduling updates will be published on a weekly basis to provide a better chance to react to potential problems. Scheduling information will be shared with all project team members and subcontractors. This input is received from our superintendent with up-to-the-minute changes as necessary. Our project engineers assist with the mechanics of inputting the schedule into the software and updating the schedule with information provided by the field.

Our superintendents are skilled at managing subcontractors and organizing and utilizing the most appropriate people to construct our projects. Supervisors are equipped with iPads, enabling them to rapidly conduct their online work with main office connectivity and support. Each project superintendent uploads scheduling information remotely to our office to further complement a company wide assessment of work progress. Superintendents also perform their daily records and weekly updates remotely.

Our superintendent works to keep everyone moving at the right tempo, much like the conductor of an orchestra. It is the superintendent's responsibility to supervise all the crews on the jobsite, phasing them to come in when it makes the most sense and supporting them in any way necessary. We won't overlap crews too tightly; this ensures each team can successfully perform its portion of the job and we avoid wasting their time. Sequencing will be key. With tight schedules and multiple crews, it's important to communicate and coordinate so that everyone is on the same page and understands the individual and collective goals of the project. We will hold subcontractor meetings to help avoid surprises.

MWGC has an excellent track record for meeting our clients' schedules. We pride ourselves in getting the job done on time; we work nights and weekends and do whatever it takes to accomplish this task. Clear communication and careful coordination with our clients and subcontractors are key elements to resolving problems and presenting solutions before they cause delays.

We are well versed in completing projects with quick turnarounds. We do not foresee any issues with a 3 month construction schedule with the information we have at our disposal. However, if there is more abatement needed than anticipated we could see the schedule lengthen.

EXPEDITING THE WORK

One thought we have to expedite the work is to pre-purchase the materials needed for the project. In today's environment lead times for materials can be excruciatingly long. Even something as simple as doors can take 16 weeks to get delivered right now. Getting a firm plan for what option you want to do right away is imperative to keeping the schedule on track.

Each jobsite is unique and has its own needs, but most sites allow for a temporary chain link construction fence with gates that are locked when our personnel are not on site. Materials are stored in the secured area in various ways depending on the nature of the material and its size, value, sensitivity to weather, etc. Long lead time equipment may be delivered to a local insured warehouse, staged for immediate delivery, and pulled by workforce progress. On projects with restricted areas for unloading and staging, phased site usage plans will be developed to efficiently manage on-site material handling.

Our construction office trailer is typically located inside the fenced area. The trailer windows are secured and some materials can be stored inside. Steel storage containers are brought in when volume requires. Large bulky items are covered with poly when they need to be kept dry. Often rooms within the project can be locked for temporary storage.

Another area where the work could be expedited is having the Town of Johnstown pull permits prior to awarding the project (if you haven't already). This will allow us to hit the ground running when we're selected and not have to wait for planning and zoning, which can take months depending on the municipality.

VOICES FROM THE COMMUNITY

"Aurora Academy is exceptionally pleased with our new offices and classrooms and I want to share what a pleasure it has been working with MW Golden. Every interaction from beginning to end has been cordial, professional and productive. The passion you and your team put into our project was obvious from the beginning, throughout the construction and now down to the final week of our punch list. Your subs produced quality work, communication was excellent, paperwork done correctly, promptly and with integrity. We can't thank you enough!

We especially want to thank you for cutting costs and working within our tight budget. The results speak for themselves and it was not without a great deal of extra effort on your side to find quality products within our financial constraints. Honestly, the entire construction committee agrees that you produced the desired results that we wanted - not what you wanted. We also know that our requests often caused you extra work but you did it with a smile. When we asked you to save all our classroom and office doors to save money, it required you to have to handle each with care, the hardware cataloged for future use, etc. It is apparent that you truly care about customer satisfaction."

- Pat Leger
Aurora Academy Charter School

RFTA GMF Expansion Phase 2 Schedule Gantt

Item #5.



QUALITY ASSURANCE

QUALITY CONTROL PROGRAM

We do not believe that delivering a quality product and maintaining a tight schedule and budget are mutually exclusive. MWGC's reputation for high quality work is based on our firm's experience and construction expertise combined with our employees' detailed knowledge of the contract documents.

The project superintendent, project engineer, and project manager will continually monitor your Police Department Renovation and Expansion project to ensure that the correct materials are being used in accordance with the reviewed and approved submittals. They will ensure that superior quality craftsmanship is maintained and that the requirements of the contract documents are met. Materials will be tested to ensure the proper performance is achieved.

Our Quality Control Program is designed to provide supervision, inspection, and testing of all items of work, including that of suppliers and subcontractors, to ensure compliance with applicable specifications and drawings. Compliance applies to all furnished equipment, materials, workmanship, construction, finish, functional performance and identification.

QUALITY CONTROL PROCEDURES

- The process of qualifying subcontractors optimizes cost, quality and safety.
- Subcontract schedules are integrated into the project's master schedule to allow work to be performed in a productive and cost-effective manner.
- Legally binding subcontracts clearly define the scope of work, terms/conditions, and milestone dates.
- Coordination of subcontracts between various crafts enhances communication and cooperation.
- A schedule of values is developed for invoicing.
- Subcontract progress is verified and accurate, and payments (less retention) are made in a timely fashion.

EXCEEDING QUALITY STANDARDS

MWGC won the 2019 ENR Award for best Renovation/Tenant Improvement project for our work on the Hollis + Miller office in Castle Rock. The finest attention to detail was crucial, as it is with all of our projects, to ensure our client was nothing less than ecstatic upon completion.

An important goal of this project was to bring the culture of Hollis + Miller's Kansas City headquarters to Colorado. Entering the new office; cubby spaces and core value graphics are integrated to reflect the firm's culture and match the Kansas City office. The new office features a strategy for exposed concrete to reflect the headquarters, and uses similar colors, textures, materials and furniture throughout. Overhead, baffles are used to finish the ceiling in Hollis + Miller's brand colors, activating the space and serving as an acoustical control.

Architecturally, the new space is designed to mimic the sloping and mesa geometry of the front range. Sloped wall edges, wood slats and partial height walls are all included in the dynamic space to provide varied view lines. The perimeter of the office is kept open for easy circulation and to allow ample daylighting to flood the small office, in addition to views of the festival park and iconic Castle Rock.

A key component of the design is flexibility. Operable glass walls allow the conference room to easily transition into a larger gathering space for office meetings and events, or close up for smaller collaborations. Added effort was put into maximizing the efficiency of each individual workspace to free up space for collaboration and allow for future growth.

Another recent award we have won came in 2017 when we won the ENR Award for best Renovation/Tenant Improvement project for the renovation of Vail Fire Station #1. This project consisted of the renovation of the original 6,032-sf Fire Station, while also adding 2,060-sf of usable space. A standby generator was also incorporated into the building. The building renovation had to be sequenced carefully to keep the firemen and their equipment active and housed appropriately throughout the project. All utilities were upgraded and a new storm water drainage system was installed.



The 8,092-sf mixed-use space included duty quarters, an apparatus bay for housing two fire trucks, clean room, work room, storage rooms, mechanical/boiler room, generator room, IT room, offices, conference room, gym, the addition of a new fire pole, two exterior trash enclosures, as well as two Employee Housing Units (EHUs.) A new driveway was also installed; incorporating glycol snow melt, and new access and parking were added in the rear.

ADDRESSING QUALITY ISSUES

We recently completed the Aquatic Facilities Replacement project for South Suburban Parks & Recreation. This project kicked off not long after the COVID-19 pandemic started and affected the availability of our concrete subcontractors. We had to switch concrete companies about halfway through the project.

The crews did not use the same techniques which caused cracks on the surface level concrete. MWGC immediately realized the issue and had the pools resurfaced. This quick solution prevented the cracks causing algae problems in the future.

Another project we recently completed that came with its share of issues was the Hartsel Ambulance Station in Hartsel, CO. The biggest issue for this project was finding subcontractors willing to drive to Hartsel. Subcontractors who had committed to the project backed out after the project was awarded to us. While this was obviously an issue, it also presented an opportunity for us to show off our self-perform capabilities.

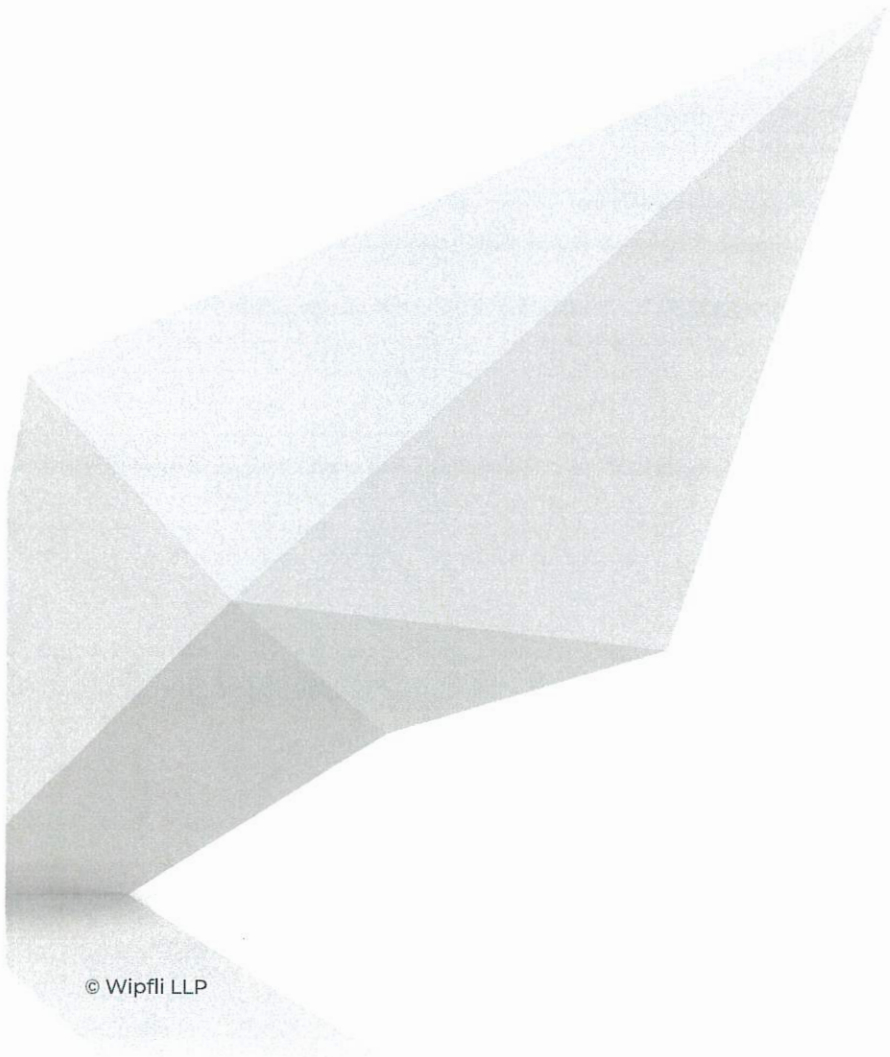
By self-performing multiple scopes of work we were able to fully control the quality of the finished product. Self-performing offers our clients substantial benefits. It allows us to quickly identify and solve challenges, implement action plans as necessary, and significantly reduce or eliminate subcontractor change orders and/or delays. By self-performing essential work, MWGC also maintains better control of the schedule and sets the standard of craftsmanship for the entire construction project.

CONFIDENTIAL

MW Golden Constructors

Financial Statements

Years Ended December 31, 2022 and 2021



Independent Auditor's Report

Board of Directors
MW Golden Constructors
Castle Rock, Colorado

Opinion

We have audited the accompanying balance sheets of MW Golden Constructors (a corporation), (the "Company"), as of December 31, 2022 and 2021, and the related notes to the financial statements.

In our opinion, the balance sheets referred to above present fairly, in all material respects, the financial position of MW Golden Constructors as of December 31, 2022 and 2021, in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of MW Golden Constructors and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the balance sheets in accordance with accounting principles generally accepted in the United States, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of balance sheets that are free from material misstatement, whether due to fraud or error.

In preparing the balance sheets, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MW Golden Constructors' ability to continue as a going concern for one year after the date the balance sheets are available to be issued.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance whether the balance sheets as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the balance sheets.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the balance sheets, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the balance sheets.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MW Golden Constructors' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the balance sheets.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about MW Golden Constructors' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Wipfli LLP

Wipfli LLP

Denver, Colorado
March 16, 2023

MW Golden Constructors

Balance Sheets

<i>As of December 31,</i>	2022	2021
Current Assets:		
Cash and Cash Equivalents	\$ 2,678,754	\$ 4,188,807
Certificates of Deposit	101,195	101,141
Contract Receivables	2,960,309	2,180,184
Contract Assets - Net	417,120	158,444
Prepaid Expenses	13,517	-
Total Current Assets	6,170,895	6,628,576
Property and Equipment - At Cost:		
Vehicles	825,104	716,266
Machinery and Equipment	451,476	394,575
Office Furniture and Fixtures	135,815	155,770
	1,412,395	1,266,611
Less: Accumulated Depreciation	869,196	782,666
Property and Equipment - Net	543,199	483,945
Other Assets:		
Right-of-Use Asset - Operating Lease	243,027	-
TOTAL ASSETS	\$ 6,957,121	\$ 7,112,521

See accompanying notes to financial statements.

MW Golden Constructors

Balance Sheets (Continued)

<i>As of December 31,</i>	2022	2021
Current Liabilities:		
Accounts Payable:		
Trade	\$ 1,888,095	\$ 2,434,846
Retainage	1,061,558	772,313
Total Accounts Payable	2,949,653	3,207,159
Contract Liabilities - Net	572,702	1,672,367
Profit Sharing Payable	150,240	148,935
Payroll Taxes Payable	94,007	14,289
Accrued Wages and Bonuses	231,876	212,855
Income Taxes Payable	48,306	-
Other Accrued Liabilities	373,801	160,175
Operating Lease Liability - Due Within One Year	59,515	-
Total Current Liabilities	4,480,100	5,415,780
Long-Term Liabilities:		
Deferred Income Taxes	125,900	31,000
Operating Lease Liability - Due After One Year	183,512	-
Total Long-Term Liabilities	309,412	31,000
Total Liabilities	4,789,512	5,446,780
Stockholders' Equity:		
Common Stock, No Par Value; 200,000 Shares Authorized; 59,129 and 59,079 Shares Issued and Outstanding, Respectively	56,523	55,113
Additional Paid-In Capital	7,675	7,675
Retained Earnings	2,103,411	1,602,953
Total Stockholders' Equity	2,167,609	1,665,741
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 6,957,121	\$ 7,112,521

See accompanying notes to financial statements.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

Company History and Activity

MW Golden Constructors (the "Company") was incorporated on November 8, 1984, under the laws of the State of Colorado, with authorized common stock of 200,000 shares with no par value. The stockholders transferred cash, vehicles, and equipment to the Company in exchange for shares of the Company's common stock. The Company is primarily engaged in general contracting with commercial and governmental entities, operating primarily in Colorado. Most contracts are fixed price, but the Company also enters cost plus fee, guaranteed maximum price, and time and materials contracts.

During 2009, the Company changed its name from MW Golden Corporation to MW Golden Constructors.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (GAAP) requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenue and expenses during the reporting period. Actual results may differ from those estimates.

Management periodically evaluates estimates used in the preparation of the financial statements for continued reasonableness. Appropriate adjustments, if any, to the estimates used are made prospectively based on such periodic evaluation. It is reasonably possible that changes may occur in the near term that would affect management's estimates with respect to estimated costs to complete contracts, allowance for doubtful accounts, and accrued expenses.

Fair Value of Financial Instruments

The Company's financial instruments include cash and cash equivalents, certificates of deposit, receivables, accounts payable, and short-term borrowings. The fair values of these financial instruments approximate their carrying amounts based on current market indicators, such as prevailing interest rates and their nearness to maturity.

Operating Cycle

The Company includes in current assets and liabilities the following amounts that are in connection with construction contracts that may extend beyond one year: contract assets and contract liabilities (including retainage invoiced to customers contingent upon anything other than the passage of time), capitalized costs to fulfill contracts, retainage payable to subcontractors, and accrued losses on uncompleted contracts. A one-year time period is used to classify all other current assets and current liabilities when not otherwise prescribed by the applicable accounting principles.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

(Continued)

Cash and Cash Equivalents

The Company considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Contracts Receivable

Contracts receivable include billed and unbilled amounts for services provided to customers for which the Company has an unconditional right to payment. Billed and unbilled amounts for which payment is contingent on anything other than the passage of time are included in contract assets and contract liabilities on a contract-by-contract basis. Contracts receivable are ordinarily due 30 days after the issuance of the invoice.

The Company may provide an allowance for doubtful accounts, which is based upon a review of outstanding receivables, historical collection information, and existing economic conditions. Management has determined that there is no need for an allowance for doubtful accounts as of December 31, 2022 and 2021.

Retainage receivable refers to the portion of the amount billed to customers that is held back and paid by the customer pending satisfactory completion of the contract or milestones within the contract. When initially billed, the retainage is identified as "conditional" (a contract asset) until the necessary contractual requirements are fulfilled. After all contractual requirements have been met, the retainage is identified as "unconditional" (a receivable) since only the passage of time remains before it is collected.

Contract Assets

Contract assets represent revenues recognized for work performed in excess of amounts collected or receivable at the reporting date, including conditional retainage receivables and unbilled revenues. Contract assets are transferred to receivables when the rights become unconditional.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from 5 to 7 years. Additions, renewals, and betterments that significantly extend the life of the asset are capitalized. Expenditures for repairs and maintenance are expensed as incurred.

For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any related gain or loss is reflected in income for the period.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

(Continued)

Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or circumstances indicate that the carrying value of the assets may not be fully recoverable. Impairment is present when the sum of the undiscounted estimated future cash flows expected to result from the use of the assets is less than their carrying value. If impairment is present, the carrying value of the impaired asset is reduced to its fair value. Fair value is based on discounted cash flows or appraised values, depending on the nature of the assets. Management of the Company has not identified any impairments of long-lived assets during the years ended December 31, 2022 and 2021.

Retainage Payable

Retainage payable represents amounts invoiced to the Company by subcontractors where payments have been withheld pending the completion of certain milestones, other contractual conditions, or upon the completion of the project. Generally, retainage payable is not remitted to subcontractors until the associated retainage receivable from customers is collected. Retainage payable is classified as a current liability regardless of the term of the subcontract.

Contract Liabilities

Contract liabilities represent the Company's obligations to transfer goods or services to a customer when consideration has already been received from the customer. Contract liabilities include overbilled revenues.

Revenue Recognition

Revenue is measured based on the amount of consideration specified in a contract with a customer. Revenue is recognized when and as performance obligations under the terms of the contract are satisfied, which generally occurs with the transfer of control of the goods or services to the customer. The Company recognizes contract revenue for financial reporting purposes over time for its construction contracts. Refer to Note 2 – Revenue from Contracts with Customers of the notes to the financial statements for additional information.

Income Taxes

The Company is a C-Corporation, and its income tax returns are prepared on the percentage-of-completion method. Depreciation is calculated using different methods and lives for income tax purposes than for financial statement purposes. In addition, the Company is required to report certain items of income and expense differently for tax purposes than for financial statement purposes as a result of the Internal Revenue Code. These timing differences have resulted in more or less income being reported in the financial statements than reported for income tax purposes. A provision for deferred income taxes has been included in the financial statements to reflect the tax impact of these timing differences, when appropriate. GAAP requires an entity to report all deferred tax assets and liabilities as noncurrent.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

(Continued)

Income Taxes (Continued)

GAAP requires an entity to disclose any material uncertain tax positions that management believes do not meet a "more-likely-than-not" standard of being sustained under an income tax audit, and to record a liability for any such taxes including penalty and interest. Management of the Company has not identified any uncertain tax positions that require the recording of a liability or further disclosure.

Accounting Pronouncement Adopted

ASU No. 2016-02, *Leases* (Topic 842)

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). ASC Topic 842 is intended to improve financial reporting of leasing transactions by requiring organizations that lease assets to recognize assets and liabilities for the rights and obligations created by leases on the balance sheet. This accounting update also requires additional disclosures surrounding the amount, timing, and uncertainty of cash flows arising from leases. The Company adopted this guidance for the year ended December 31, 2022, with modified retrospective application to January 1, 2022, through a cumulative-effect adjustment. The Company has elected the package of practical expedients permitted in ASC Topic 842.

Accordingly, the Company accounted for its existing operating lease as a operating lease under the new guidance without reassessing (a) whether the contracts contain a lease under ASC Topic 842, (b) whether the classification of the leases would be different in accordance with ASC Topic 842, or (c) whether any unamortized initial direct costs before transition adjustments (as of December 31, 2021) would have met the definition of initial direct costs in ASC Topic 842 at lease commencement. Similarly, the Company did not reassess service contracts evaluated for lease treatment under ASC 840 for embedded leases under ASC 842.

As a result of the adoption of the new lease accounting guidance, the Company recognized the following Right-of-Use (ROU) asset and lease liability of as of January 1, 2022:

Right-of-Use Asset - Operating Lease	\$ 301,732
Operating Lease Liability	\$ 301,732

This standard did not have a material impact on the Company's equity or cash flows from operations and had an immaterial impact on the Company's operating results. The most significant impact was the recognition of the ROU asset and lease obligation for the operating lease.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

(Continued)

ASU No. 2016-02, *Leases* (Topic 842) (Continued)

The Company is a lessee in a noncancelable operating lease. If the contract provides the Company the right to substantially all the economic benefits and the right to direct the use of the identified asset, it is considered to be or contain a lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the present value of the future lease payments over the expected lease term. The ROU asset is also adjusted for any lease prepayments made, lease incentives received, and initial direct costs incurred.

The lease liability is initially and subsequently recognized based on the present value of its future lease payments. Variable payments are included in the future lease payments when those variable payments depend on an index or a rate. Increases (decreases) to variable lease payments due to subsequent changes in an index or rate are recorded as variable lease expense (income) in the future period in which they are incurred.

The Company has elected to use a risk-free rate for a term similar to the underlying lease as the discount rate if the implicit rate in the lease contract is not readily determinable.

The ROU asset for operating leases is subsequently measured throughout the lease term at the amount of the remeasured lease liability (i.e., present value of the remaining lease payments), plus unamortized initial direct costs, plus (minus) any prepaid (accrued) lease payments, less the unamortized balance of lease incentives received, and any impairment recognized.

For all underlying classes of assets, the Company has elected to not recognize ROU assets and lease liabilities for short-term leases that have a lease term of 12 months or less at lease commencement and do not include an option to purchase the underlying asset that the Company is reasonably certain to exercise. Leases containing termination clauses in which either party may terminate the lease without cause and the notice period is less than 12 months are deemed short-term leases with lease costs included in short-term lease expense. The Company recognizes short-term lease cost on a straight-line basis over the lease term.

Recent Accounting Pronouncement

ASU No. 2016-13, Measurement of Credit Losses on Financial Instruments, will require the Company to present financial assets measured at amortized cost (including contract receivables) at the net amount expected to be collected over their remaining contractual lives. Estimated credit losses will be based on relevant information about historical experience, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amounts. This accounting standard will be effective for financial statements issued for interim and annual periods beginning after December 15, 2022. The Company is evaluating what impact this new standard will have on its 2023 financial statements.

MW Golden Constructors

Notes to Financial Statements

Note 1: Company History, Use of Estimates, and Significant Accounting Policies

(Continued)

Surety Bonds

The Company, from time to time and as a condition of entering into certain construction contracts, is required to provide payment and performance bonds (surety bonds) to the project owners. Surety bonds provide protection to the project owner against the contractor's failure to perform a contract in accordance with its terms. The surety bonds are collateralized by the contract receivables and other contract rights on the bonded project. In addition, the surety may require the Company and its stockholders to execute general indemnity agreements in favor of the surety as a condition of bond issuance.

Subsequent Events

The Company has evaluated subsequent events through March 16, 2023, which is the date the financial statements were available to be issued. Management has not identified any material subsequent events that require reporting or disclosure.

Note 2: Revenue from Contracts with Customers

Performance Obligations

For construction contracts, the Company recognizes revenue over time as performance obligations are satisfied because of the continuous transfer of control to the customer. The Company's construction contracts are generally accounted for as a single performance obligation as the Company provides the service of integrating a complex set of tasks and components into a single project. In instances of multiple performance obligations, the Company allocates the transaction price to each performance obligation using the best estimate of the standalone selling price of each distinct good or service in the contract. In cases where the Company does not provide the distinct good or service on a standalone basis, the primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the Company forecasts expected costs of satisfying a performance obligation and then adds an appropriate margin for that distinct good or service. The Company measures its progress toward completion of the performance obligation using the cost-to-cost method as it best depicts the transfer of control to the customer. Application of the cost-to-cost method results in the recognition of revenue based on the ratio of costs incurred to date to the estimated total costs of the contract. Because of the inherent uncertainties in estimating costs and revenues, it is at least reasonably possible that the estimates used will change in the near term.

Contract Costs, Estimates and Judgments, and Modifications

Contract costs includes all direct labor and benefits, materials, subcontract costs, and allocations of indirect construction costs. Costs that do not depict progress toward satisfaction of the performance obligation are included in contract costs with revenue recognized to the extent of such costs without any profit. Such costs include uninstalled materials that are not specifically produced, fabricated, or constructed for a project. Pre-contract costs are expensed as incurred unless they are expected to be recovered from the customer. Costs to fulfill a contract, including mobilization costs or bond premiums, prior to substantive work beginning are capitalized as incurred and amortized over the expected duration of the contract.

MW Golden Constructors

Notes to Financial Statements

Note 2: Revenue from Contracts with Customers (Continued)

Changes to total estimated contract cost or losses, if any, are recognized in the period in which they are determined as assessed at the contract level. Such changes, including those resulting from change orders that do not add distinct goods or services, are recognized on a cumulative catch-up basis in the period in which they are identified. If at any time the estimate of contract profitability indicates an anticipated loss on the contract, the Company recognizes the total loss in the period it is identified.

Variable Consideration

The nature of the Company's contracts gives rise to several types of variable consideration, including performance bonuses and incentive fees, liquidated damages and penalties, and claims and unpriced change orders. The Company estimates the amount of variable consideration at the most likely amount the Company expects to be entitled or the expected value based on probability-weighted amounts, whichever is expected to better predict the amount. Variable consideration is included in the contract price when it is probable that a significant reversal of cumulative revenue recognized will not occur or when the uncertainty associated with the variable consideration is resolved.

Variable consideration arising from claims or unapproved change orders related to vendors, subcontractors, and others represent revenue that has been recognized for contract modifications that are not submitted or are in dispute as to either scope, price, or both. In addition to customer-caused delays, claims can also be caused by weather delays, work stoppages, or other unanticipated events. In estimating the transaction price for claims and unapproved change orders, the Company considers all relevant facts available. However, given the uncertainty surrounding claims and unapproved change orders, there is an increased likelihood that any additional contract revenue associated with contract claims or unapproved change orders is constrained. To the extent claims and unapproved change orders that are reflected in the transaction price are not resolved in the Company's favor, or to the extent other contract provisions reflected in the transaction price are not earned, there could be reductions in or reversals of previously recognized revenue.

Warranties

The Company generally provides assurance-type warranties that the Company's performance is free from material defect and consistent with the specifications of the contract. These warranties typically extend for a limited duration following substantial completion of the Company's work and do not give rise to a separate performance obligation. Historically, the Company has not experienced significant warranty costs.

Uncertainties of Revenue and Cash Flows

The Company has determined that significant uncertainty in the amount and timing of revenues and cash flows could result from changes in the local economy, geographic location of projects, uncertainties from variable consideration, or changes in estimated contract profitability, job conditions, claims, and change orders.

MW Golden Constructors

Notes to Financial Statements

Note 2: Revenue from Contracts with Customers (Continued)

Disaggregation of Revenue

All of the Company's revenue from construction is earned "over time" as opposed to at a "point-in-time".

Note 3: Receivables and Contract Balances

The following table provides information about the Company's contract receivables, contract assets, and contract liabilities from contracts with customers. Contract assets and contract liabilities have been netted on a contract-by-contract basis.

<i>As of December 31,</i>	2022	2021	2020
Contract Receivables:			
Accounts Receivable - Contracts	\$ 2,777,042	\$ 2,082,235	\$ 1,247,091
Unconditional Retainage	183,267	97,949	185,511
Total Contract Receivables	\$ 2,960,309	\$ 2,180,184	\$ 1,432,602
Contract Assets:			
Underbilled Revenues	\$ 588	\$ 10,024	-
Conditional Retainage	661,754	235,899	260,249
Less: Overbillings Reclassified to Contract Assets	(245,222)	(87,479)	(63,961)
Contract Assets - Net	\$ 417,120	\$ 158,444	\$ 196,288
Contract Liabilities:			
Overbilled Revenues	\$ 1,186,136	\$ 2,410,756	\$ 1,026,354
Less: Overbillings Reclassified to Contract Assets	(245,222)	(87,479)	(63,961)
Less: Conditional Retainage	(368,212)	(650,910)	(144,232)
Contract Liabilities - Net	\$ 572,702	\$ 1,672,367	\$ 818,161

Note 4: Concentration of Credit Risk

Financial instruments that potentially subject the Company to credit risk consist principally of cash, cash equivalents, certificates of deposit, and contract and retainage receivables.

Contract and retainage receivables are concentrated with customers located in Colorado. As of December 31, 2022, approximately 47% of the Company's contract and retainage receivables were concentrated with one customer. As of December 31, 2021, there were no concentrations in the Company's contract and retainage receivables. To reduce the credit risk associated with contract and retainage receivables, the Company analyzes the credit worthiness of its customers and will file mechanics liens, when necessary, to protect the Company's interests.

MW Golden Constructors

Notes to Financial Statements

Note 4: Concentration of Credit Risk (Continued)

Since the Company places cash, cash equivalents, and certificates of deposit in individual financial institutions in excess of FDIC insured limits, the Company periodically reviews the financial condition of the financial institutions to reduce the Company's credit risk associated with cash, cash equivalents, and certificates of deposit.

Note 5: Property and Equipment

A summary of the investment in property and equipment, net of accumulated depreciation, is as follows:

<i>As of December 31,</i>	2022	2021
Vehicles	\$ 355,698	\$ 292,863
Machinery and Equipment	165,919	159,583
Office Furniture and Fixtures	21,582	31,499
Property and Equipment - Net	\$ 543,199	\$ 483,945

Depreciation expense charged to operations for the years ended December 31, 2022 and 2021, was \$194,083 and \$179,168, respectively.

Note 6: Provision for Income Taxes

The provision for income taxes is as follows:

<i>Years Ended December 31,</i>	2022	2021
Current Income Taxes	\$ 60,563	\$ -
Change in Deferred Income Taxes	94,900	27,900
Provision for Income Taxes	\$ 155,463	\$ 27,900

The components of the net deferred tax liability are as follows:

<i>As of December 31,</i>	2022	2021
Deferred Tax Liability:		
Depreciation Timing	\$ 131,300	\$ 119,000
Deferred Tax Asset:		
Accrued Expenses	(5,400)	(5,200)
Net Operating Loss	-	(82,800)
Net Deferred Tax Liability	\$ 125,900	\$ 31,000

MW Golden Constructors

Notes to Financial Statements

Note 7: Bank Line-of-Credit

The Company has a \$1,000,000 revolving line-of-credit with FirstBank with an interest rate equal to the Wall Street Journal U.S. Prime Rate, with a minimum rate of 7.5%. The note matures on January 5, 2024, is secured by cash deposit accounts held at FirstBank, and is personally guaranteed by two stockholders of the Company. There was no outstanding balance at December 31, 2022 and 2021. This line-of-credit is subject to certain financial covenants which are further defined in the agreement.

Note 8: Lease

The Company leases office and yard space from an entity affiliated through common ownership. The related party lease does not include specific renewal options, but management is reasonably certain they will extend the lease through December 31, 2026. The measurement of the ROU asset and lease liability include this extension period based on management's intent and the reasonable certainty of its occurrence.

The Company's lease agreement does not contain any material residual value guarantees or material restrictive covenants. Payments due under the lease contract include fixed payments.

Information on the operating lease as of and for the year ended December 31, 2022, were as follows:

Operating Lease Cost	\$ 62,400
Remaining Lease Term - Years	4
Discount Rate	1.37 %
Cash Paid - Operating Cash Flows from Operating Lease	\$ 62,400

Maturities of lease liabilities are as follows as of December 31, 2022:

	Payments	Imputed Interest	Lease Liability
2023	\$ 62,400	\$ 2,885	\$ 59,515
2024	62,400	2,065	60,335
2025	62,400	1,233	61,167
2026	62,400	390	62,010
	\$ 249,600	\$ 6,573	\$ 243,027

MW Golden Constructors

Notes to Financial Statements

Item #5.

Note 9: Related Party Transactions

As disclosed in Note 8 the Company leases office and yard space from a company affiliated through common ownership. The lease calls for monthly payments of \$5,200 through March 31, 2023. In addition to the monthly rent, the Company pays for all applicable property taxes, insurance, and maintenance related to the property. Rent expense for the years ended December 31, 2022 and 2021, was \$62,400, for both years.

Note 10: Revenue Recognized and Costs Incurred on Uncompleted Contracts

The following is a summary of contracts in progress:

<i>As of December 31,</i>	2022	2021
Costs Incurred to Date	\$ 23,691,775	\$ 18,920,792
Gross Profit Recognized to Date	1,700,667	1,449,389
 Total Costs Plus Gross Profit Recognized to Date	 25,392,442	 20,370,181
Billings to Date	26,577,990	22,770,913
	 \$ (1,185,548)	 \$ (2,400,732)

Underbilled and overbilled revenues are included in Contract Assets and Contract Liabilities in the accompanying Balance Sheets (Note 3):

<i>As of December 31,</i>	2022	2021
Overbilled Revenues	\$ 588	\$ 10,024
Underbilled Revenues	1,186,136	2,410,756
	 \$ (1,185,548)	 \$ (2,400,732)

MW Golden Constructors

Notes to Financial Statements

Note 11: Backlog

Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in progress at year-end and from contractual agreements on which work has not yet begun. The following schedule summarizes changes in backlog on contracts:

<i>Years Ended December 31,</i>	2022	2021
Backlog Balance at Beginning of Year	\$ 22,953,562	\$ 16,620,085
New Contracts and Modifications During the Year	16,184,081	28,383,519
	39,137,643	45,003,604
Less: Contract Revenue Earned During Year	30,089,953	22,050,042
Backlog Balance at End of Year	\$ 9,047,690	\$ 22,953,562

Note 12: Common Stock

During the year ended December 31, 2022, the Company issued 50 shares of stock to one employee. This resulted in an increase to common stock in the amount of \$1,410.

During the year ended December 31, 2021, the Company sold 184 shares of stock to five employees. This resulted in an increase to common stock in the amount of \$4,932.

Note 13: Profit Sharing 401(k) Plan

The Company has adopted a 401(k) plan that covers all full-time employees over the age of 18 who are not covered by a collective bargaining agreement and have at least one year of service with the Company. Contributions to the 401(k) plan can be made by eligible employees. The Board of Directors, at its discretion, may authorize matching and profit sharing contributions to the plan. All discretionary contributions are accrued in the year to which they relate. The discretionary contribution expense for the years ended December 31, 2022 and 2021, was \$150,240 and \$148,935, respectively.

Note 14: Commitments and Contingencies

The Company is involved in legal matters pertaining to subcontractor payment, performance issues, and various other matters that arise in the normal course of operations. Management does not believe the outcome of these matters will have a material adverse impact on the results of operations or financial position of the Company.

The Company has a dispute with a subcontractor regarding outstanding accounts payable to the subcontractor and an outstanding claim receivable against the subcontractor's surety. At December 31, 2022, the Company's claim receivable of \$390,402 was included in Accounts Receivable - Contracts, and payables to the subcontractor of \$247,602 were included in Accounts Payable. As of December 31, 2022, the final outcome of the dispute could not be determined, as it is currently in arbitration.



THINKING AHEAD

July 12, 2023

Town of Johnstown
Brian Phillips, Chief of Police
430 S Parish Ave
Johnstown, Colorado 80534

RE: MW GOLDEN CONSTRUCTORS, Castle Rock, CO
Surety Prequalification - Police Department Renovation and Expansion Project

Chief Phillips,

MW GOLDEN is a valued account of CNA Surety Corporation. CNA Surety has been the surety company for MW GOLDEN since 1990. MW GOLDEN has built an excellent reputation of providing a quality product in a timely and very professional manner. Bonds for MW GOLDEN are executed by Western Surety Company, an underwriting company utilized by CNA Surety. The current U.S. Department of Treasury Listing limit for Western Surety Company is \$153,342,000, with an A.M. Best Rating of A (Excellent), XIV, and is admitted to issue bonds in all states of the United States as an admitted insurer.

CNA Surety has entertained single bonds in excess of \$40,000,000 with an aggregate Work on Hand limit of \$80,000,000 for MW GOLDEN. We continue to be confident in MW GOLDEN'S ability to perform and bond any project within these limits and recommend them for your favorable consideration.

This letter is provided as a reference only and is not intended to be any guarantee to issue any Bid, Proposal, Performance, or Payment Bond(s), or similar type obligation for MW GOLDEN, but as an indication of our past experience and confidence in this firm. Any arrangement for bonds required by any contract is a matter between MW GOLDEN and the surety and we assume no liability to any third party. Any specific request for bonds will be underwritten on its own merits. Please don't hesitate to contact our office, should you have questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jessica Rini'.

Jessica Rini, AFSB
Surety Service Advisor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)	Item #5.
7/1	

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

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


PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: David Feldman PHONE (A/C, No, Ext): 303-996-7800 E-MAIL ADDRESS: dfeldman@crsdenver.com		FAX (A/C, No): 303-757-7719
	INSURER(S) AFFORDING COVERAGE		
INSURED MW GOLDEN CONSTRUCTORS 1700 Park Street Castle Rock CO 80109	MWGOL-1	INSURER A : Pinnacol Assurance	NAIC # 41190
		INSURER B : Middlesex Insurance Company	23434
		INSURER C : Indian Harbor Insurance	36940
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1201108252 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A0213795	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0213795	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0213795	4/1/2023	4/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4028014	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Leased/Rented Equipment			A0213795	4/1/2023	4/1/2024	Limit	100,000
C	Prof/Poll Liab			PEC004659907	4/1/2023	4/1/2024	Deductible	1,000
							Per Occ/ Aggregate	2M/4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: Police Department Renovation and Expansion

CERTIFICATE HOLDER Town of Johnstown 430 S Parish Avenue Johnstown CO 80534	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

REFERENCES

Item #5.



Project Name	Town of Buena Vista Police Station
Owner	Town of Buena Vista, Joseph Teipel (719) 395-8643
Project Duration	7/11/2022 - 7/13/2023
Project Cost	\$4,085,238

DESCRIPTION:

The Buena Vista Police Station is a tenant remodel of what was previously a local furniture store. This project involves upgrading site utilities, installing an upgraded secure vestibule, and upgrading the mechanical, electrical, and plumbing systems of the building.



Project Name	Town of Frisco Police Station
Owner	Town of Frisco, Jeff Goble (970) 668-9151
Project Duration	4/1/2022 - 11/15/2022
Project Cost	\$1,634,345

DESCRIPTION:

The previous storage room was remodeled to include a new kitchen, bunks, lockers and an expanded squad room. The squad room now serves as a backup to the Emergency Operations Center at County Commons. The space remained fully occupied during construction.



Project Name	Town of Castle Rock Police Station
Owner	Town of Castle Rock, Sam Varela (720) 733-3571
Project Duration	11/28/2022 - 8/10/2023
Project Cost	\$1,903,112

DESCRIPTION:

This project includes relocating locker rooms, additional office space, additional restrooms and quiet space, reworking the lobby bathrooms for ADA compliance, additional prosecutors office, vestibule and Dais work in the Municipal Court area.



 **MW GOLDEN**
CONSTRUCTORS

THANK YOU
For Choosing MW GOLDEN CONSTRUCTORS

1700 Park Street • Castle Rock, Colorado • 80109




POLICE DEPARTMENT RENOVATION AND EXPANSION PROJECT

**PROPOSAL FOR
CMAR SERVICES**

**PREPARED FOR
TOWN OF JOHNSTOWN**

JULY 14, 2023

 **SAUNDERS**



Mr. Brian Phillips
Chief of Police
Town of Johnstown
430 S. Parish Ave.
Johnstown, Colorado 80534

RE: CMAR Proposal for the Town of Johnstown Police Department Renovation and Expansion Project

Mr. Phillips,

The Town of Johnstown population has nearly doubled in the past 10 years¹, and is only expected to grow with planned commercial and residential developments². An administration building that is up to date and can manage the projected growth requires a contractor that not only understands the complexities of an occupied renovation, but who is invested in the community you serve.

Saunders is committed to building a space where your team members will feel comfortable to work and train in, and continue to meet the growing and demanding need of public service. **We care about your project because our values are centered on creating better communities, outstanding experiences and a culture of care for all.** Saunders has seen firsthand the impacts of a successful public service project to it's local community.

EXPERTS IN OCCUPIED RENOVATIONS

Saunders is uniquely qualified for this project, in that we have mastered the occupied renovation experience for our clients, as well as have vast municipal experience - constructing over 18 million square feet of public projects. We recently completed the new Fossil Ridge Public Safety Center in Thornton, and Summit County Emergency Operations Center occupied renovation in Frisco, Colo.

UNIQUE AND TAILORED APPROACH

We know no two projects are alike. It's for this reason we tailor our approach to ensure your vision is fully realized prior to the start of construction. We've assembled an experienced, professional team to build your project. Their success lies in their ability to collaborate with all stakeholders, including trade partners and the design team.

On behalf of our team, I would like to thank you for considering Saunders for this exciting project. If you have any questions concerning the information submitted, please feel free to contact me at the number or email address below.

We acknowledge receipt of Addendum 1 and 2, issued June 16 and July 3, 2023, respectively.

Legal name of firm and any previous names of firm in last 10 years, and date established.
Saunders Construction, Inc. Est. 1972

Contact person for this proposal, title, phone number, e-mail address, fax number, street, and mailing addresses.



Dave Sandlin
President, Saunders North, LLC
p 720.425.1189 | e d.sandlin@saundersinc.com
1212 Riverside Ave. Ste 130, Fort Collins, CO 80524

¹ - [2020 U.S. Census Bureau Report](#)

² - [2021 Johnstown Area Comprehensive Plan](#)

toc

Project Approach and Detailed Scope of Work	4
Cost Proposal	10
Certificate of Good Standing	12
Project Schedule	14
Project Team <i>Resource Commitment, Capabilities and Experience</i>	17
Financial Statement	38
Bonding and Insurance Information	40
References	44

CONFIDENTIALITY NOTICE: The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.



one

PROJECT APPROACH AND DETAILED SCOPE OF WORK

Project Approach

PROJECT APPROACH

In accordance with our corporate culture, Saunders will engage on the Johnstown Police Department Renovation and Expansion Project project as a collaborative, assertive and responsible team member. As Construction Manager at Risk (CMAR), we will provide the necessary leadership and management of planning, design and construction related issues to ensure the collective team exceeds the expectations of the Town of Johnstown and all related team members.

Suggested procurement packages, construction sequences, means and methods.

CONSTRUCTION SEQUENCE

Our involvement begins at the onset of preconstruction in late July 2023, continue through the completion of the design phase in December 2023, the construction phase through completion in October 2024, the warranty phase, and beyond. The Saunders team believes the key to providing timely, accurate information to support design and construction activities is to establish an environment of open communication and collaboration. Upon notification of award, we would convene an overview meeting with the Town of Johnstown staff, D2C Architects, and any other necessary parties to better understand the vision and status of the project. One of our key goals as the CMAR would be to generate data to facilitate decision making and allow the design and planning processes to move forward in accordance with the demands of the design and construction schedule.

PRECONSTRUCTION PHASE

Saunders is currently working with D2C Architects on multiple projects, allowing open communication and frequent interaction regarding designing and planning of the renovation and expansion project.

The Saunders preconstruction phase efforts will be led by Lead Estimator Calvin Kittell. Kittell and his team will work in a collaborative, open book environment to ensure the project stays within budget while still providing the desired quality of construction.

During the preconstruction phase, Kittell and his team will generate a baseline estimate - updated at each design milestone, and will continue to provide accurate cost information throughout the duration of the project.

CONSTRUCTION PHASE

During the construction phase, it is our intent to have the superintendent, project engineer (part-time) and a carpenter foreman located onsite. The team will immediately begin to build relationships with the staff of the Johnstown Police Department, the local building department and fire department personnel.

During the construction phase, Senior Project Manager Gabe Dunbar, Superintendent Brett Diehl, and their team will begin to perform site investigation and documentation of the existing conditions, develop and refine the master schedule and site logistics plan.

This data will be shared with the owner and design team to help further inform the ongoing design activities. We will also establish a communication protocol with the Johnstown staff, police department, and design consultants so that all relevant parties are included in the information loop. Our team will utilize color coded maps, three-dimensional logistics plans and daily coordination meetings to ensure the Johnstown Police Department personnel are aware of the direction and impact of construction in their respective areas.

REVIEWING DOCUMENTS

Development and fine tuning of the design and construction documents starts during the preconstruction phase of the project once drawings are made available. At each phase of design, Saunders will review the design documents to understand and confirm design coordination, scope, and constructability items. The preconstruction and construction teams will perform these reviews internally, generate comments and then review with the owner and design team in person or via web connect meeting. Saunders uses Bluebeam Studio to facilitate the review process. We have extensive experience with Bluebeam Studio as a collaboration tool to review, document and communicate with the overall team as this software tracks all questions, concerns and responses. The goal of these reviews is to confirm not only that the target budget is tracking, but also to minimize issues during construction.

Dunbar and Diehl will be engaged throughout the preconstruction phase to ensure continuity of information from design and planning to successful completion of the project. Dunbar and Diehl will initiate detailed planning, logistics and scheduling activities while working alongside the Saunders preconstruction team.

Value engineering ideas for the most cost-effective solutions.

As the CMAR, we are responsible to ensure the project is ultimately designed within the budget. We are extremely proactive in value engineering and analysis. Our job is to offer every reasonable cost alternate to the design team. Value engineering and analysis requires much more than simply reducing quality or quantity. It involves balancing the construction systems to their aesthetics, durability and maintenance to their cost so we can deliver as much program as possible.

A critical tool to the value analysis process is the Value Engineering (VE) Log. Since the cost of a project changes daily with the design, cost increases and decreases must be updated and reported with equal frequency. The VE Log tracks all known and potential changes. Value analysis ideas and design changes are identified, categorized, priced and totaled to provide a snapshot of anticipated project costs. This tool, which will be reviewed at each design meeting, communicates to the team the status of the project costs on a weekly basis. It identifies outstanding cost issues, opportunities and risks in order to facilitate owner and design team decisions.

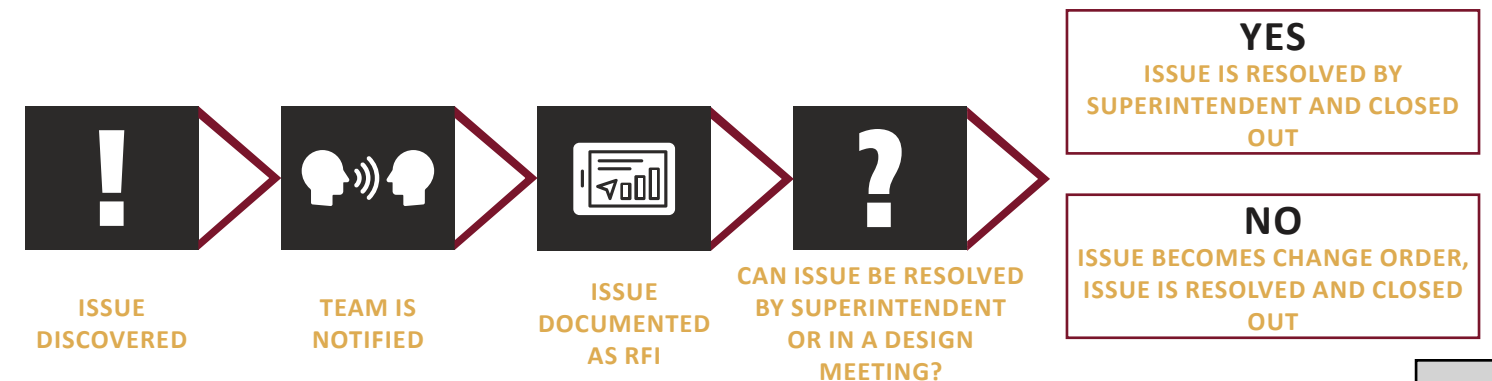
By working systematically through every cost item, proactively offering cost saving ideas, investigating and understanding the trade-offs, we guide the owner and design team to a well-crafted building that meets their financial limitations and delivers the quality they demand.

Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.

PROVIDING THE BEST PROJECT WITHIN BUDGET

Best value during preconstruction requires our team to be active participants during the design process. This allows us to understand the requirements, intent and objectives for the project. This information will also help our team to be laser focused on the most important facets of the project while educating the entire team on the budget implications of those items. With this information, we will develop an all-inclusive preliminary target budget with a detailed list of options. This could include a comparison of durability of various materials, potential schedule and phasing impacts, sustainability goals, overall aesthetics and logistical considerations to the project's costs. Our ultimate goal is to provide the maximum amount of scope within the target budget.

PROCESS FOR RESOLVING ISSUES THAT MAY ARISE DURING CONSTRUCTION:



Project Approach

Partnering.

Building relationships and becoming a trusted partner is the foundation of Saunders' business. As a result, the vast majority of projects constructed by Saunders have been built on a negotiated contract basis, including all of our work for government agencies. Over the last five years, we have built more than 300 projects using this contracting method. We understand the critical importance that being a good partner has on our reputation, and therefore our ability to secure future work, so we take very seriously our responsibility to work well and communicate with all team members.

Our team believes that communication is truly the key to success on any project and especially on complex multi-phased projects. Most projects involve a great number of different groups and there will be people interrupted by a construction process that they are not normally involved with. Our approach is to involve our client and create a high level of communication with not only the people directly involved but also with the people being affected by the project.

Examples of our project partnering experience can be found on [page 26](#) of this proposal.



**PARTNERING: CITY OF FORT COLLINS
HISTORIC CARNEGIE BUILDING RENOVATION**

Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.

Saunders Construction typically includes a construction contingency in estimates during early design and preconstruction phase of its negotiated Guaranteed Maximum Price (GMP) projects. This contingency is meant to cover any items that were missing from the construction documents, unclear, missed or misunderstood by our team. Given the concept design phase of the documents we have included contingencies to overcome minor issues and potential changes in scope. We included a 1% escalation contingency and a 3% construction contingency that will be carried through the Final GMP.

Our policy is to fully advise the owner prior to spending contingency funds and the logic supporting their use.

As the project's risk is reduced, we will inform the owner of uncommitted contingency funds so that additional project risks may be alleviated throughout the life of the project. Senior Project Manager Gabe Dunbar will maintain a contingency log to track the project use of contingency and hold transparent and collaborative communication on contingency with Johnstown Police Department. Our goal is to always seek a net zero cost impact solution whenever possible. We believe in a true team centered approach with regards to contingency expenditures — we are an extension of your financial controls for the project.

Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.

Saunders has no comments or suggestions regarding the proposed contract documents.

Describe availability, bandwidth, and resources available to complete the project.

Saunders is prepared to allocate all necessary resources to this project. The selected project team is readily available to start your project.

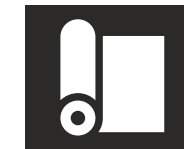
Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.

SELF-PERFORM CAPABILITIES YOU CAN TRUST

Saunders employs a large, experienced field force comprised of over 300 foremen, carpenters and laborers, providing us with the ability to self-perform certain portions of the work. To control the project schedule, as well as the quality of the work in place, our own people can be entrusted with the following critical portions of the work:



CONCRETE



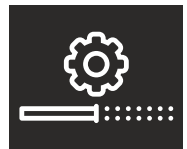
FINISH PROTECTION



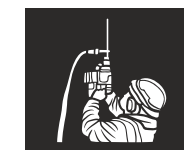
MISC. ROUGH CARPENTRY



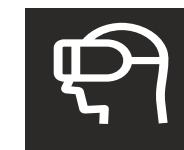
SURVEYING



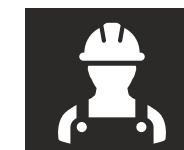
DOOR, FRAME & HARDWARE INSTALLATION



GENERAL LABOR



BIM / AR / VR / LASER SCANNING



MISC. GENERAL TRADES WORK



FLAGGING



MEP COORDINATION

We are a builder, not a broker. Our field forces average nine years of Saunders experience, making them more experienced than outside crews and able to perform with great efficiency and accuracy — saving both time and money. In addition, as the largest employer of union carpenters in the region, we have the unique ability to quickly adjust the size of our crews as the demands of the project change.

Although Saunders has one of the largest and most experienced craft forces in the state of Colorado, we fully understand the need to competitively bid all scopes of work. Saunders routinely bids the scopes of work outlined above on our projects as well as projects for other general contractors. Therefore, Saunders would like the opportunity to submit a bid for certain portions of the project and will only do so with the authorization of the Town of Johnstown.

INTEGRATED TECHNOLOGIES GROUP

Additionally, the Saunders team has access to innovative technology solutions through our Integrated Technology Group (ITG). The ITG is a highly skilled internal team that includes architectural resources, 3-dimensional modeling, digital scanning and building system collision detection software capabilities. These tools will enable the team to assess existing conditions and provide detailed coordination of new installations well in advance of the work taking place. Many of our subcontractor partners will be able to prefabricate ductwork, plumbing systems, fire sprinkler piping and electrical conduit routing in advance of the areas being available for construction. This will improve efficiency of the cost of the installations, improve the quality and ensure timely completion.

THE BENEFITS OF USING COLORADO'S LARGEST SELF-PERFORM WORK:

- Availability in a tightening labor market.
- Highly qualified personnel to excel at work.
- Schedule & quality control.
- Competitive pricing and extensive cost control — saving the owner money.

Project Approach

Provide a narrative explaining your approach to successfully manage the design and construction of the Project. Include a description and examples of how you will manage cost, quality, and schedule.

MANAGING COST

To manage the costs on this complex project, it will be imperative to fully integrate the preconstruction team with the design team, in order to understand design decisions made and track the cost implications. By providing immediate pricing knowledge to the design team, better decisions can be made faster.

At the earliest moment possible, the Saunders team will generate a detailed baseline estimate based on the current design information, which will also include elements that may not yet be fully designed. Detailed estimate information will be shared with the collective team to assist in the ongoing development of the design documents. Saunders will update the baseline cost estimate at each design milestone using the most current documents and filling in as much information as possible. We will include current and grounded market costs by contacting local trade partners and suppliers and using our experience with complex renovation projects. This information will be shared with the Town of Johnstown team and D2C Architects to provide up-to-date costs prior to the issuance of the next phase of design drawings. Saunders will continue to provide accurate, cost information to facilitate the decision-making process moving forward through the remaining design phases up to the issuance of the construction documents and associated guaranteed maximum price (GMP).

MANAGING QUALITY

Prior to the start of construction, the project team will create a quality control plan that is specific to the project. With this tool, the project team can proactively identify trends and minimize risks. This streamlining of the QA/QC process increases efficiency and provides a cohesive approach to the effective management of quality.

MANAGING SCHEDULE

Dunbar and Diehl will continue to refine the construction Master Schedule, which will include design milestones, plan review durations and long-lead procurement items to ensure efficient, timely and safe delivery of each phase of construction. Additionally, the team will generate a detailed site logistics plan that allows for efficient use of the site and keeps the public safe from any potential risks. The site logistics plans are a living document that will be updated to convey the current state of the project as necessary to keep the site organized and safe at all times.

- 1** SIX WEEK LOOK AHEADS
- 2** WEEKLY OAC MEETINGS
- 3** EARLY BID PACKAGES FOR LONG-LEAD TIME ITEMS
- 4** PROCUREMENT AND SUBMITTAL LOGS
- 5** SUBCONTRACTOR BUY-IN



two

**COST
PROPOSAL**

Cost Proposal

Item #5.

230714 Johnstown PD Reno/Addition_Concept Initial



July 14, 2023

Gross Building Area: 19,764 SF

DESCRIPTION	TOTAL COST	DETAIL AREA (SF)	\$/SF	\$/GSF
01 - General Conditions	\$467,478	19,764	23.65	23.65
02 - Evidence Addition	\$1,063,192	2,738	388.31	53.79
03 - Training Addition	\$749,747	2,492	300.86	37.93
04 - Renovation	\$424,464	4,081	104.01	21.48
05 - Carports	\$477,168	5,600	85.21	24.14
06 - Outdoor Mech.	\$23,716	237	100.07	1.20
07 - New Entrance	\$109,866	4,616	23.80	5.56
08 - Roof Replacement	\$365,346	9,837	37.14	18.49
09 - Fire Sprinkler & Service	\$162,515	19,764	8.22	8.22
TOTAL PROJECT COST	\$3,843,492			\$194.47



FULL BUDGET

A full concept budget can be found at this link:

[Johnstown Police Department Full Concept Budget](#)



CLARIFICATIONS

The clarifications to the full concept budget can be found at this link:

[Johnstown Police Department Clarifications](#)



three

**CERTIFICATE OF
GOOD STANDING**

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,

SAUNDERS CONSTRUCTION, INC.

is a

Corporation

formed or registered on 12/22/1975 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 19871295941 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/13/2023 that have been posted, and by documents delivered to this office electronically through 07/14/2023 @ 11:54:50 .

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 07/14/2023 @ 11:54:50 in accordance with applicable law. This certificate is assigned Confirmation Number 15146972 .



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."



four

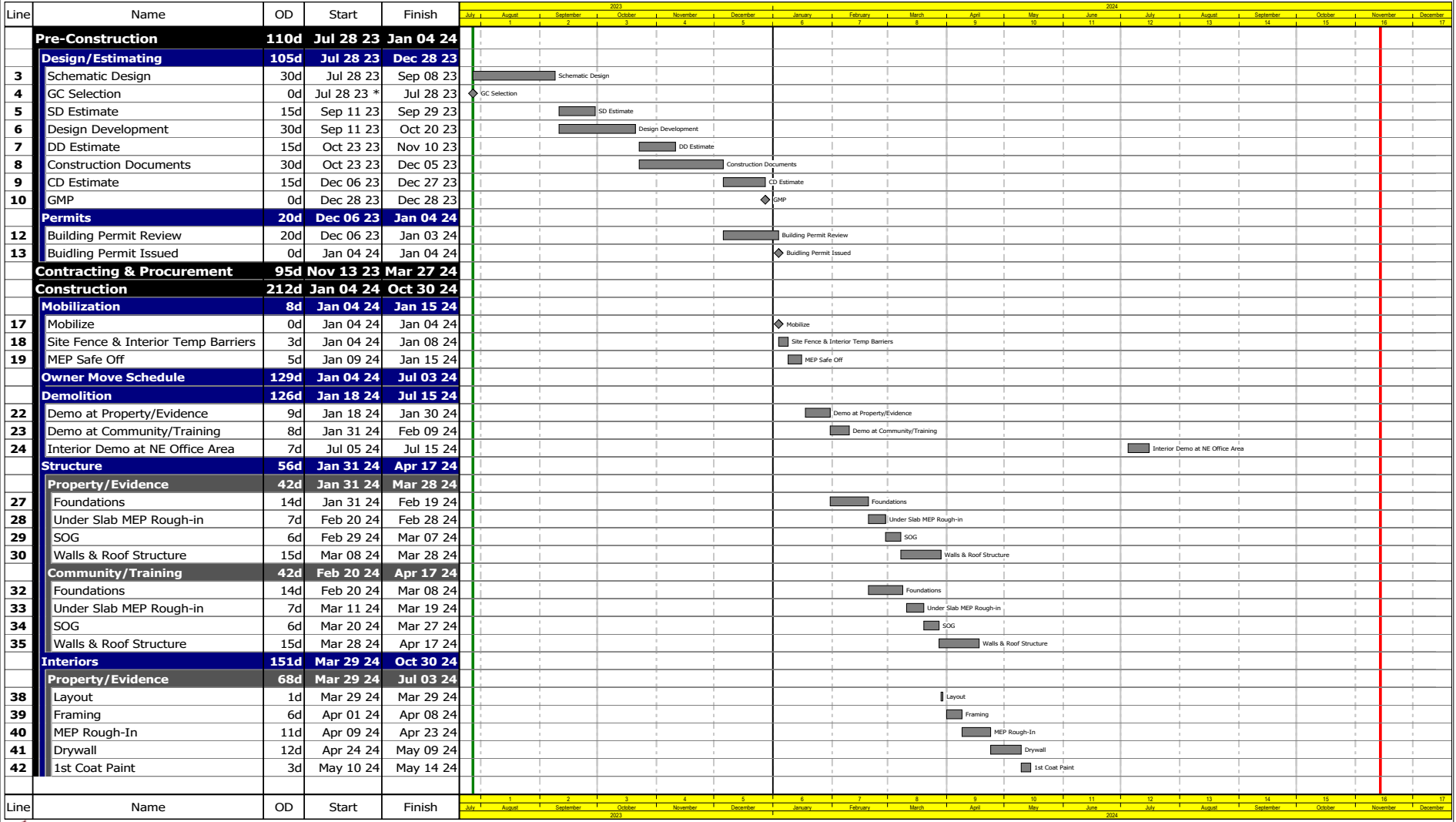
PROJECT SCHEDULE

Johnstown PD Concept Schedule

Construction Schedule - All Work

Printed: 7/10/2023

Planned by Asta Powerproject





five

PROJECT TEAM

resource commitment, capabilities and experience

QUALIFICATION REQUIREMENTS

CMAR firm shall have experience as a general contractor in the construction of at least three (3) municipal police departments, at least one of which has been completed in the last five (5) years.

The following municipal police department projects have all been completed within the last five years. Project information can be found starting on [page 22](#) of this proposal.

Fossil Ridge Public Safety Center	07/2018
Summit County Emergency Operations Center	08/2022
CU Anschutz Campus Safety Facility	08/2023

Submit a minimum of two (2) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.

Featured project references can be found on [page 42](#) of this proposal.

The proposed Project Manager and Project Superintendent shall have worked on at least one of the featured projects, either individually or as a team.

Senior Project Manager Gabe Dunbar and Superintendent Brett Diehl completed the Summit County Emergency Operations Center as a team. Dunbar completed the Frisco Transit Center.

Track record of project completion based on feedback from project references regarding CMAR firm's construction quality, project management, communication, and scheduling management.

Featured project references can be found on [page 42](#) of this proposal.

Location of permanent place of business as it relates to potential mobilization costs.



Experience and degree thereto with projects of similar size and scope.

Featured project descriptions can be found starting on [page 22](#) of this proposal.

Key personnel committed to the project.

Key personnel can be found on [page 28](#) of this proposal.

Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards.

Safety information can be found on [page 31](#) of this proposal.

Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously.

Financial information can be found on [page 36](#) of this proposal.

Describe recent experience, completed in the last five years, by the firm in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, including experience of key staff with similar owner/engineer/construction manager teams.

Featured project descriptions can be found starting on [page 22](#) of this proposal.

Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work. Describe recent experience, completed in the last five years, by the firm in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, including experience of key staff with similar owner/engineer/construction manager teams.

The following pages contain our current projects and projects completed in the last five years.

CURRENT PROJECTS

Project Name	City	State	Owner - Name	Architect/Engineer	Start	Complete	Final (Or Current) Contract	Percent Complete	Primary Categories
Marisol Event Center Remodel	Fort Collins	CO	Catholic Charities of Denver	Integrated Design Group	06/05/2023	10/27/2023	\$1,342,907	2%	
2nd and Martin Multi Family	Longmont	CO	Rockefeller Group	OZ Architecture	06/01/2023	08/30/2025	\$1,444,194	1%	
PSD Well MS Eyestone ES Reno	Wellington	CO	Poudre School District R-1	Clark Enersen	05/04/2023	09/04/2023	\$2,034,089	1%	
CRMC Deaerator Tank Reno	Cheyenne	WY	Cheyenne Regional Medical Center	IMEG	05/01/2023	09/30/2023	\$763,915	1%	
Common Ground Clubhouse	Aurora	CO	Colorado Golf Association -- Miscellaneous	Roth Sheppard Architects	05/01/2023	10/19/2023	\$2,810,406	12%	Sports & Recreation
SMC ICU Renovation	Englewood	CO	HCA - Healthone LLC	Path21	05/01/2023	06/23/2023	\$517,414	51%	
Conference Center & Limelight Hotel	Boulder	CO	Hensel Phelps Construction Co -- Miscellaneous	Wimberly, Allison, Tong & Goo (WATG)	04/20/2023	07/03/2024	\$14,028,506	3%	
Shamrock Food Fueling Canopy	Aurora	CO	Shamrock Foods	Ware Malcomb	04/17/2023	09/15/2023	\$2,068,663	17%	
Littleton Adventist H & V Exp	Littleton	CO	Portercare Adventist Health System	Adams Management Services -- Boulder	04/15/2023	01/01/2025	\$71,146,275	5%	Healthcare
CCU Allison Building Remodel	Lakewood	CO	Colorado Christian University	Davis Partnership Architects	04/03/2023	08/08/2023	\$2,008,674	34%	Education: Higher
GSMC - Lab Flooring Replacement	Lafayette	CO	SCL Health System	Davis Partnership Architects	04/03/2023	12/02/2023	\$436,355	42%	
IKEA Fulfillment Expansion	Centennial	CO	IKEA Property Inc	Greengerg Farrow	04/01/2023	02/29/2024	\$11,839,526	16%	Retail
DCP ICC Relocation Project	Denver	CO	DCP Operating Company LP		04/01/2023	08/31/2023	\$2,002,680	2%	
Wheat Ridge MOB@IMH Lutheran C&S	Wheat Ridge	CO	TGANX MOB Wheat Ridge LLC.	Davis Partnership Architects	04/01/2023	08/31/2024	\$26,851,216	3%	Healthcare
UCH MHN 16 BED	Colorado Springs	CO	University of Colorado Health	EYP Inc.	03/06/2023	07/18/2023	\$4,448,170	91%	Healthcare
Apple BLDR 4	Boulder	CO	Apple Inc. -- Miscellaneous	OZ Architecture	03/01/2023	02/01/2024	\$16,338,861	20%	Office
AlloSource Phase 1	Centennial	CO	Allosource	Intergroup Architects	01/04/2023	06/07/2023	\$3,456,543	76%	Science & Technology
Fox Park Soils Remediation	Denver	CO	Vita Fox North LP	Tryba Architects	12/19/2022	10/09/2023	\$9,557,683	41%	
STEAD School Campus Ph3	Commerce City	CO	STEAD School Building Corporation a Colorado Non-	DLR Group	12/06/2022	09/18/2023	\$7,150,297	54%	
Castle Rock Industrial TI	Castle Rock	CO	Lakewood Electric Co. Inc.	Intergroup Architects	11/14/2022	06/02/2023	\$1,555,163	95%	Office
Wilder Apartments	Denver	CO	R Cap Sloan Lake LLC c/o The Max Collaborative	Davis Partnership Architects	11/08/2022	08/28/2024	\$63,773,675	15%	
Pioneers Museum Mech Upgrades	Colorado Springs	CO	City of Colorado Springs -- Miscellaneous	CSNA Architects	11/01/2022	09/30/2023	\$5,192,414	9%	Cultural
OCR Greeley	Greeley	CO	Fox Run Holding 2059 LLC. -- MSK Holdings LLC.	Infusion Architects -- William T. Welch Company LLC	11/01/2022	01/19/2024	\$22,521,746	32%	Healthcare
TMCA S Central Twr Lvl 3 Rfrsh	Aurora	CO	HealthOne		10/01/2022	08/01/2023	\$4,107,252	45%	
St. Anthony Hospital SPD Reno	Lakewood	CO	Centura Health - St. Anthony Hospital -- Miscellaneous	Boulder Associates Inc.	10/01/2022	08/31/2023	\$2,045,486	79%	Healthcare
312 Vermijo Apartments	Colorado Springs	CO	312 Vermijo Apartments LLC -- Norwood Development Group	Johnson Nathan Strohe	09/06/2022	04/05/2024	\$35,248,046	31%	Residential
CRMC PET CT Scan Refresh	Cheyenne	WY	Cheyenne Regional Medical Center	TreanorHL Architecture	09/01/2022	12/31/2022	\$1,546,304	89%	Healthcare

CURRENT PROJECTS (CONT.)

Project Name	City	State	Owner - Name	Architect/Engineer	Start	Complete	Final (Or Current) Contract	Percent Complete	Primary Categories
Boyd Lake Commerce Center Ph1	Loveland	CO	BLCC One LLC. -- Saunders Commercial Development Co LLC -- Saunders Commercial	Ware Malcomb	09/01/2022	07/25/2023	\$10,163,025	76%	Industrial -- Office
VOA Meals On Wheels Renovations	Commerce City	CO	Edens Realty Inc.		08/22/2022	04/10/2023	\$4,712,856	100%	Office
Timberline Rd Multi-Family	Fort Collins	CO	FC Housing LLC. -- Tetrad Real Estate LLC	Kephart Architects Inc. -- Martin / Martin Inc. -- Norris	08/01/2022	08/01/2024	\$39,930,045	33%	Residential
Bioscience 5 Infrastructure	Aurora	CO	Colorado Science & Technology Park Metropolitan -- Miscellaneous		07/25/2022	05/05/2023	\$4,244,525	84%	Infrastructure
Winter Park Work Force Housing	Winter Park	CO	Alterra Mountain Company	Shears Adkins + Rockmore Architects	06/20/2022	11/08/2023	\$32,159,026	28%	Residential
Castle Rock Industrial	Castle Rock	CO	CRIM Borrower LLC. -- Saunders Commercial Development Co LLC	Intergroup Architects	06/15/2022	05/25/2023	\$15,987,602	96%	Industrial
27J Brighton High School CTE	Brighton	CO	School District 27J	Eidos Architects	06/13/2022	11/15/2023	\$31,135,473	63%	Education: K-12
Regis Science Innovation Center	Aurora	CO	Regis Jesuit High School	Anser Advisory (Previously Inline Management) --	05/23/2022	10/12/2023	\$29,976,915	71%	Education: K-12
Winter Park Public Transit Operations Facility	Fraser	CO	Town of Winter Park	JVA Inc. -- OZ Architecture	05/18/2022	06/20/2023	\$21,312,318	89%	Civic Government
Macy's Renovation	Boulder	CO	Corum Real Estate Group -- Corum Real Estate Group Inc	Shears Adkins + Rockmore Architects	05/02/2022	08/30/2023	\$36,402,099	81%	Office
Sheridan High School CTE Pool	Denver	CO	Sheridan School District No. 2 - Arapahoe County	Wold Architects and Engineers	05/01/2022	07/01/2023	\$2,697,438	86%	Education: K-12
Residences at Park Union	Colorado Springs	CO	Norwood Development Group	Johnson Nathan Strohe	04/29/2022	04/30/2024	\$110,000,000	0%	Residential
Starz TI	Greenwood Village	CO	Miscellaneous -- Starz Entertainment LLC	Gensler	04/26/2022	06/30/2023	\$16,049,538	87%	Office
Old Church Shops Renovation	Estes Park	CO	JWC Elevations LLC.	MOA Architecture	04/25/2022	10/26/2023	\$4,598,948	37%	
CCU Armstrong Center Project	Lakewood	CO	Colorado Christian University	Davis Partnership Architects	04/04/2022	08/14/2024	\$38,007,164	16%	Education: Higher
Paradigm River North	Denver	CO	3400 Walnut Street Owner LLC -- Miscellaneous	Tryba Architects	03/14/2022	12/13/2023	\$39,101,122	66%	Office -- Parking
TSA Equipment Upgrades	Colorado Springs	CO	Norwood Development Group		03/01/2022	09/30/2024	\$7,008,048	5%	
RFTA GW Springs Maint Facility Bus Storage Operations	Glenwood Springs	CO	Roaring Fork Transportation Authority	Stantec	12/15/2021	06/04/2024	\$14,190,664	25%	Civic Government
Addition & Reno. of Adams Co. Coroner & Probation Facility	Brighton	CO	Adams County -- Board of County Commissioners of Adams County	Martin / Martin Inc. -- Roth Sheppard Architects	12/01/2021	05/22/2023	\$8,917,722	93%	Civic Government
Bioscience 5	Aurora	CO	Fitzsimons Redevelopment Authority	MOA Architecture	11/29/2021	05/30/2023	\$9,635,927	96%	Science & Technology
CSM Labriola Innovation	Golden	CO	Colorado School of Mines	OZ Architecture	11/08/2021	10/27/2023	\$20,058,773	81%	Education: Higher
2400 Central Ave	Boulder	CO	BRE-BMR Flatiron II LLC -- Crescent Real Estate LLC	OZ Architecture	11/01/2021	03/14/2023	\$30,710,849	99%	Office
40th Street & Blake	Denver	CO	R Cap Blake Street LLC.	Davis Partnership Architects - MAD Architects	08/06/2021	10/13/2023	\$107,608,530	81%	Residential
CRMC MFP Part 1-West	Cheyenne	WY	Cheyenne Regional Medical Center	BSA LifeStructures	08/01/2021	04/13/2023	\$21,730,377	88%	Healthcare
The Academy at Mapleton Hill Senior Living Facility	Boulder	CO	Mapleton Hill Investments LLC.	Mulhern Group	04/22/2021	08/01/2023	\$6,821,426	91%	Senior Living
City of Aurora Southeast Area Maintenance Facility (SEAM)	Aurora	CO	City of Aurora	Calibre Engineering Inc. -- Eidos Architects	08/31/2020	02/03/2023	\$108,625,000	50%	Automotive -- Civic
VOA Larimer Renovation	Denver	CO	Edens Realty Inc. -- Miscellaneous				\$1,495,862	1%	
Boyd Lake CC Ph1 Infra Offsite	Loveland	CO	Saunders Commercial Development Co LLC	Ware Malcomb		07/25/2023	\$5,291,266	46%	Civil Infrastructure
FC Carnegie Bldg Reno	Fort Collins	CO	City of Fort Collins	A[u] workshop			\$4,363,372	6%	

Item #5.

COMPLETED PROJECTS

Project Name	City	State	Owner - Name	Architect/Engineer	Start Date	Completion Date	Size - Building Size	Original Construction Contract	Final Contract	LEED Award	Primary Categories
St. Anthony Hospital SPD Reno - Phase 2	Lakewood	CO	Centura Health - St. Anthony Hospital		10/10/2022	05/31/2022		\$1,870,977	\$2,562,353		Healthcare
CRMC PET CT Scan Refresh	Cheyenne	WY	Cheyenne Regional Medical Center	TreanorHL Architecture	09/01/2022	12/31/2022		\$1,200,645	\$1,546,304		Healthcare
BFCU 7th Ave Remodel	Cheyenne	WY	Blue Federal Credit Union	VFLA Architecture + Interiors	08/01/2022	12/16/2022		\$1,503,577	\$1,538,907		Retail
UCB SEEL Laboratory	Boulder	CO	University of Colorado at Boulder	HDR Architecture Inc	10/18/21	07/01/2022		\$607,307	\$7,097,475		Education: Higher
STEAD School Campus Phase 2	Commerce City	CO	STEAD School Building Corporation a Colorado Non-	DLR Group	1/17/2022	11/18/2022	14005	\$5,484,769	\$6,426,629		Education: K-12
ERC Lowry Pathlight/Neuro Ste	Denver	CO	Eating Recovery Center LLC	Boulder Associates Inc.	01/03/2022	06/17/2022	6728	\$2,780,438	\$2,830,120		Healthcare
Chevron RBU	Denver	CO	Miscellaneous -- Sodexo Operations LLC.	Acquilano Leslie Inc.	12/01/2021	04/08/2022		\$2,254,269	\$4,265,639		Office
Summit County EM Ops Remodel	Frisco	CO	Summit County Government	Wold Architects and Engineers	09/20/2021	04/25/2022		\$1,837,648	\$1,889,592		Civic Government
UCB SEEL 314A Renovation	Boulder	CO	University of Colorado at Boulder	Page	09/01/2021	01/31/2022		\$825,004	\$1,186,606		Education: Higher
Animal Friends Taft Addition	Fort Collins	CO	Animal Friends Alliance	VFLA Architecture + Interiors	05/02/2022	10/31/2022		\$2,218,141	\$2,311,336		Non-Profit
Stanley Caretaker Cottage Reno	Estes Park	CO	Grand Heritage Hotel Group -- JWC Stanley Holdings LLC	MOA Architecture	08/16/2021	09/10/2021	3645	\$114,000	\$1,926,719		Hospitality
Colorado Kidney Care	Aurora	CO	Colorado Kidney Care PC.	Cannon Design	07/06/2021	05/27/2022	13000	\$4,762,369	\$5,474,709		Healthcare
Howelsen Ice Arena Expansion	Steamboat Springs	CO	City of Steamboat Springs	Steamboat Engineering & Design Inc.	07/01/2021	02/28/2022	4200	\$1,575,810	\$2,044,632		Civic Government -- Sports & Recreation
Medtronic Office Campus	Lafayette	CO	Ryan Companies US Inc.	MOA Architecture	06/28/2021	03/04/2022		\$5,065,420	\$5,511,090		Office
Frisco Transit Center Phase 2	Frisco	CO	Summit County Government	Stantec	06/01/2021	08/26/2022	3600	\$4,766,743	\$4,974,945		Automotive -- Civic Government
TSD Big Thompson Elementary School Renovations	Loveland	CO	Thompson School District	DLR Group	05/28/2021	08/13/2021	23260	\$1,220,786	\$1,230,058		Education: K-12
TSD Walt Clark Middle School	Loveland	CO	Thompson School District	DLR Group	05/28/2021	08/13/2021	96670	\$1,483,382	\$1,222,921		Education: K-12
B.F. Kitchen Elementary School Renovation	Loveland	CO	Thompson School District	DLR Group	05/28/2021	08/13/2021	30355	\$1,153,440	\$1,462,656		Education: K-12
Mike Ward Lamborghini Aston Martin Addition	Highlands Ranch	CO	Mike Ward Infiniti	Architectural Workshop	05/10/2021	12/31/2021	10000	\$67,365	\$2,455,256		Automotive -- Retail
Safe Passage	Colorado Springs	CO	Safe Passage	Interiorz Group -- James W. Nakai & Associates	05/03/2021	09/30/2021	9500	\$2,155,988	\$2,070,755		Office
GSMC NICU Modernization	Lafayette	CO	SCL Health System	TreanorHL Architecture	05/03/2022	03/25/2022	11300	\$6,018,943	\$6,268,784		Healthcare
Frisco Marina Office	Frisco	CO	Town of Frisco	Stais Architecture & Interiors	04/15/2021	11/30/2021	2600	\$1,597,346	\$1,677,051		Civic Government -- Office -- Sports & Recreation
Douglas County High School 2021 CIP	Castle Rock	CO	Douglas County School District RE-1	Ratio Design HPA	03/30/2021	09/07/2021	343296	\$7,849,776	\$7,258,744		Education: K-12
Boulder Centre Ortho Remodel	Boulder	CO	Boulder Centre Orthopedics and Spine	Infusion Architects	04/01/2021	09/06/2021		\$1,393,584	\$1,408,060		Healthcare
Campus 470 Amenities	Highlands Ranh	CO	MetLife Investment Management	Page	04/01/2021	02/28/2022	40117	\$13,963,179	\$17,367,073		Office

COMPLETED PROJECTS (CONT.)

Item #5.

Project Name	City	State	Owner - Name	Architect/Engineer	Start Date	Completion Date	Size - Building Size	Original Construction Contract	Final Contract	LEED Award	Primary Categories
Acoya Cherry Creek	Denver	CO	Ryan Companies US Inc.	MOA Architecture	03/22/2021	08/20/2021	156622	\$4,872,940	\$5,039,035		
NWSC Module A Buildout	Cheyenne	WY	University Corporation for Atmospheric Research	RMH Group Inc. -- TreanorHL Architecture	03/17/2021	12/01/2021	0	\$2,561,214	\$2,818,516		Data Center
National Western Center Campus Energy	Denver	CO	EAS Energy Partners LLC	AECOM	03/17/2021	07/22/2022		\$18,683,715	\$18,463,683		Civil Infrastructure
Creative Office Space Buildout	Boulder	CO	Ten Eleven Pearl LLC.	Engine 8 Architecture and Design	02/12/2021	08/09/2021	126125	\$180,851	\$1,521,516		Office
2021 DW Field Improvements	Lakewood	CO	Jefferson County School District	Hord Coplan Macht -- JVA Inc.	03/01/2021	11/10/2021		\$1,438,977	\$1,034,748		Education: K-12 -- Sports & Recreation
Pomona High School Addition & Upgrades	Arvada	CO	Jefferson County School District	Sy-Bazz Architecture LLC	03/01/2021	12/30/2021	200000	\$7,571,500	\$7,504,127		Education: K-12
DaVita Casa del Mundo Lobby Reno	Denver	CO	DaVita Inc.	Acquilano Leslie Inc.	02/22/2021	05/01/2021	9698	\$2,362,776	\$2,526,773		Office
Lockheed Martin RSM Facility Remodel B002	Colorado Springs	CO	Lockheed Martin	James W. Nakai & Associates	02/01/2021	06/24/2021	16000	\$1,555,000	\$1,942,180		Office
Aurora Southeast Recreation Center (SERC)	Aurora	CO	City of Aurora	Populous	02/01/2021	10/31/2022	60000	\$29,689,177	\$31,032,591		Civic Government -- Sports & Recreation
The STEAD School Campus - Phase 1	Commerce City	CO	Oakwood Homes -- STEAD School Building Corporation a Colorado Non-	DLR Group	01/18/2021	10/11/2021	14000	\$4,960,196	\$5,522,080		Education: K-12
LogistiCare Tenant Improvement Buildout	Denver	CO	LogistiCare Solutions LLC	Gensler	01/04/2021	05/12/2021	70000	\$6,906,978	\$7,042,589		Office
1900 16th Street Lobby Renovation	Denver	CO	Commons 19 LLC c/o BentallGreenOak (US) LP (BGO)	Tryba Architects	12/21/2020	05/31/2021	5416	\$1,402,252	\$1,436,684		Office
Lowry Primary Care Clinic	Denver	CO	SCL Health System	Davis Partnership Architects	01/04/2021	06/25/2021	13963	\$2,132,801	\$2,221,413		Healthcare
Parmalee Elementary School Addition	Indian Hills	CO	Jefferson County School District	OZ Architecture	12/01/2020	08/13/2021	8000	\$2,920,560	\$3,218,588		Education: K-12
SVB AHU 17 Refurbish SCL #222110020035	Billings	MT	SCL Health System	Cushing Terrell Inc.	11/16/2020	03/01/2020	5000	\$1,000,000	\$1,000,000		Healthcare
Pindustry 7939 E Arapahoe	Centennial	CO	Greenwood 7939 LTD Liability Co	studioLEMONADE LLC	11/16/2020	06/16/2021	22000	\$7,786,414	\$8,535,074		Retail
CSU Mtn Campus Research Center	Bellvue	CO	Colorado State University - HQ	Hord Coplan Macht	10/05/2020	11/26/2021	2076	\$2,532,034	\$3,388,267		Education: Higher
SVB Neuroscience Center Remodel	Billings	MT	SCL Health System	Cushing Terrell Inc.	10/01/2020	03/01/2021	3300	\$986,444	\$2,012,179		Healthcare
Littleton Center Renovations	Littleton	CO	City of Littleton	Intergroup Architects	10/01/2020	02/17/2021	4000	\$1,046,850	\$1,116,664		Civic Government -- Office
Cobalt Rehabilitation Hospital	Westminster	CO	Healthcare Trust of America Inc.	MPI Architects	09/14/2020	03/29/2021	37377	\$4,017,480	\$4,508,948		Healthcare
Sheridan School District - Field Renovations	Englewood	CO	Sheridan School District No. 2 - Arapahoe County	Wold Architects and Engineers	09/14/2020	03/08/2021	93876	\$1,483,419	\$2,319,779		Education: K-12
Broadcom - WOR 20-0114 - 6" EOL Demos 2021 Part 1	Fort Collins	CO	Avago Technologies Wireless (USA) Mfg. LLC	Avago Technologies Wireless (USA) Mfg. LLC	08/11/2020	10/29/2021		\$2,341,507	\$2,267,046		Science & Technology
Alpine Lumber Silverthorne	Silverthorne	CO	Alpine Lumber Co.	Galloway & Company Inc.	07/02/2020	04/28/2021	28040	\$7,171,840	\$8,397,913		Industrial -- Retail
EPHA Peak View Apts	Estes Park	CO	Estes Park Housing Authority	BASIS Architecture P.C.	06/15/2020	04/30/2021	24256	\$5,574,943	\$5,582,379		Residential
9CO Block 8	Denver	CO	9th Avenue (Denver) Residential II LLC -- Continuum Partners LLC	Shears Adkins + Rockmore Architects	06/01/2020	01/29/2021		\$5,537,782	\$5,726,270		Retail

COMPLETED PROJECTS (CONT.)

Project Name	City	State	Owner - Name	Architect/Engineer	Start Date	Completion Date	Size - Building Size	Original Construction Contract	Final Contract	LEED Award	Primary Categories
Douglas County School District - Castle Rock Package	Castle Rock	CO	Douglas County School District RE-1	CRP Architects PC -- Wold Architects and Engineers	05/27/2020	12/31/2020		\$8,585,927	\$8,615,442		Education: K-12
Broadcom - WOR 20-0080 - 6" EOL Demos 2020	Fort Collins	CO	Avago Technologies Wireless (USA) Mfg. LLC	Avago Technologies Wireless (USA) Mfg. LLC	05/11/2020	04/30/2021		\$1,197,050	\$1,137,554		Science & Technology
Thompson Valley High School Feeder Project	Loveland	CO	Thompson School District	DLR Group	03/15/2020	11/05/2021		\$5,751,736	\$3,145,792		Education: K-12
SVB Linear Accelerator Replacement Cancer Center22211002	Billings	MT	SCL Health System	Cushing Terrell Inc.	05/04/2020	01/30/2021	1000	\$1,300,000	\$1,300,000		Healthcare
SVH Interventional Angiography Remodel(222110019003)	Billings	MT	SCL Health System		04/12/2020	12/15/2020		\$1,238,747	\$1,158,080		Healthcare
2019 ECE at Stansberry Phase 2	Loveland	CO	Thompson School District	Cunningham Group Architecture Inc.	03/16/2020	08/16/2020		\$2,748,488	\$2,874,687		Education: K-12
VF Corporation Lab	Denver	CO	V.F. Corporation	OZ Architecture -- Rapt Studio	03/09/2020	10/23/2020	67030	\$6,556,198	\$9,688,512		Industrial -- Science & Technology
Estes Park Health Ambulance Garage	Estes Park	CO	Estes Park Health		03/01/2020	09/01/2020		\$1,300,000	\$1,300,000		Healthcare -- Parking Structures
SAN 2nd Floor OR Conversion	Westminster	CO	Centura Health	Davis Partnership Architects	02/04/2020	05/25/2020	0	\$982,274	\$1,037,507		Healthcare
Stan Htl Carriage Hse	Estes Park	CO	JWC Stanley Carriage LLC -- JWC Stanley Holdings LLC	MOA Architecture	02/03/2020	03/17/2021	5000	\$2,222,698	\$5,658,076		Hospitality
Prairie View High School Commons Addition	Henderson	CO	School District 27J	Ratio Design HPA	02/01/2020	06/03/2020	5300	\$3,380,701	\$4,095,667		Education: K-12
Broadcom - WOR 20-0026 - FXP-RAP-01	Fort Collins	CO	Avago Technologies Wireless (USA) Mfg. LLC	Avago Technologies Wireless (USA) Mfg. LLC	01/31/2020	11/06/2020		\$1,021,851	\$1,012,050		Science & Technology
Shift Workspace	Littleton	CO	Barnhill & Co Inc dba Shift Workspaces - Main Str	Clutch Design Studio	01/27/2020	06/15/2020	30000	\$3,581,164	\$3,896,046		Office
Adams County Government TI	Brighton	CO	Adams County	Wold Architects and Engineers	01/20/2020	05/31/2021	22000	\$1,500,641	\$1,457,133		Civic Government
CU B500 Upgrades(A)	Aurora	CO	State of Colorado -- University of Colorado Denver Anschutz Campus	RMH Group Inc.	03/02/2020	01/21/2021		\$135,020	\$2,760,285		Education: Higher
Denver Northfield Rehabilitation Hospital	Denver	CO	America Development & Investments LLC -- Denver Reunion	Perkins + Will	12/23/2019	02/12/2021	480000	\$16,426,116	\$16,332,870		Healthcare
6900 Layton Tenant Improvement	Denver	CO	Newmont USA Limited	Gensler	11/06/2019	07/31/2020	0	\$14,520,486	\$15,694,128		Office
Mike Ward Service Bays Addition	Highlands Ranch	CO	MAFHR LLC -- Mike Ward Infniti	Architectural Workshop	10/28/2019	03/30/2020		\$1,777,904	\$1,703,744		Automotive
Winter Park Public Works Facility	Winter Park	CO	Town of Winter Park	GSG Architecture	03/17/2020	02/01/2021	29000	\$10,213,403	\$10,208,459		Civic Government
Market Station Storefront Barricade	Denver	CO	Continuum Partners LLC -- Market Station Partners LLC dba Market Station Pro	BOKA Powell	10/11/2019	03/19/2021		\$1,073,558	\$1,528,263		Retail
Arvada Senior High School Addition and Upgrades	Arvada	CO	Jefferson County School District	OZ Architecture	10/01/2019	10/01/2020	156000	\$37,459	\$13,146,340		Education: K-12
Meadow View Elementary School Flood Repair	Castle Rock	CO	Douglas County School District RE-1	CRP Architects PC -- Wold Architects and Engineers	09/05/2019	01/01/2020		\$3,341,593	\$2,757,832		Education: K-12
SVB Sterile Processing Decontamination Remodel	Billings	MT	SCL Health System	Cushing Terrell Inc.	09/07/2019	09/30/2020	5000	\$3,768,561	\$3,866,491		Healthcare
SVB Parking Garage Structure	Billings	MT	SCL Health System	Martin / Martin Inc.	08/12/2019	08/30/2020		\$1,491,324	\$2,716,101		Healthcare -- Parking Structures
SVB Hail Cost Recapture (SCL #222110019035)	Billings	MT	SCL Health System		08/12/2019	08/30/2020		\$96,153	\$1,083,729		Healthcare

COMPLETED PROJECTS (CONT.)

Project Name	City	State	Owner - Name	Architect/Engineer	Start Date	Completion Date	Size - Building Size	Original Construction Contract	Final Contract	LEED Award	Primary Categories
C21 Samaritan's Purse Data Center	Aurora	CO	Samaritan's Purse	Gensler	08/05/2019	01/08/2021	0	\$11,340,728	\$12,293,617		Data Center
SVB 2 PACU (SCL #222110017012)	Billings	MT	SCL Health System		08/01/2019	06/01/2020		\$2,021,342	\$2,600,269		Healthcare
WeWork - Financial House	Denver		WeWork - HQ	IA Interior Architects	07/20/2019	12/01/2019	18000	\$2,343,479	\$2,343,479		Office
WeWork - 821 17th Street	Denver	CO	WeWork	IA Interior Architects	07/01/2019	02/01/2020	40000	\$5,698,144	\$5,698,144		Office
VF Corporation Headquarters	Denver	CO	V.F. Corporation	OZ Architecture -- Rapt Studio	06/24/2019	07/17/2020	285000	\$843,356	\$40,328,403	Platinum	Office
St. Anthony North 3rd Floor EP Lab Suite	Westminster	CO	Centura Health	Adams Management Services -- Davis Partnership Architects	06/13/2019	12/07/2019	11446	\$3,435,564	\$3,915,407		Healthcare
WeWork - 1560 Broadway	Denver		WeWork - HQ		06/03/2019	01/31/2020	56000	\$6,335,571	\$6,585,372		Office
Saint Joseph Medical Office Pavilion	Denver	CO	Fidelis Strategic Healthcare Partners LLC dba Fide	Boulder Associates Inc.	06/03/2019	08/05/2020	110000	\$22,462,243	\$23,197,294		Healthcare
LC Maintenance Shops - Livemore	Fort Collins	CO	Larimer County	Cannon Design	05/30/2019	02/17/2020		\$7,231,244	\$7,474,040		Civic Government
LC Maintenance Shops- Estes Park	Fort Collins	CO	Larimer County	Cannon Design	05/30/2019	02/17/2020		\$5,400,814	\$5,956,407		Civic Government
BP Denver 2nd Floor Buildout	Denver	CO	BP America Production Company	Gensler	07/08/2019	01/15/2020	0	\$5,507,781	\$5,517,673		Office
SVH Infusion ClinicYellowstone Med Center #621110018003	Billings	MT	SCL Health System		04/15/2019	07/22/2019		\$1,182,079	\$1,127,184		Healthcare
SVB Cooling Towers 2019 (SCL #222110019007)	Billings	MT	SCL Health System		04/01/2019	09/30/2020		\$2,047,488	\$2,247,316		Healthcare
WeWork - 1615 Platte	Denver	CO	WeWork	IA Interior Architects	03/21/2019	01/31/2020	51000	\$7,206,938	\$7,491,515		Office
Broomfield Service Center	Broomfield	CO	City and County of Broomfield	Stantec	03/21/2019	04/09/2020	78052	\$23,981,829	\$23,393,532		Civic Government
WeWork - 2755 Canyon	Boulder	CO	WeWork	Burns & McDonnell Engineering Company Inc. - W	03/18/2019	09/01/2019	30000	\$5,024,391	\$5,024,391		Office
WeWork - 1700 Lincoln St TI	Denver	CO	WeWork	Burns & McDonnell Engineering Company Inc. - W	03/11/2019	07/25/2019	40000	\$4,032,364	\$4,078,775		Office
DU Advantage Community Commons	Denver	CO	University of Denver	Anderson Mason Dale Architects	11/01/2018	12/20/2020	142568	\$6,371,933	\$52,783,435	Silver	Education: Higher
Slack Technologies	Denver	CO	Slack Technologies Inc.	Semple Brown Design	12/12/2018	08/16/2019	40000	\$6,345,610	\$6,341,688		Tenant Interiors
WeWork - 3601 Walnut St.	Denver	CO	WeWork	Burns & McDonnell Engineering Company Inc. - W	11/12/2018	07/01/2019	43000	\$202,004	\$5,170,160		Office -- Tenant Interiors
DU Advantage Dimond Family Residential Village	Denver	CO	University of Denver	Anderson Mason Dale Architects	01/03/2019	08/01/2020	130017	\$3,636,322	\$42,062,349	Silver	Education: Higher
Legacy Plaza Remodel	Denver	CO	Bentall Kennedy -- Legacy Plaza LLC.c/o Bentall Kennedy	Tryba Architects	11/01/2018	07/31/2019	281248	\$12,634,657	\$7,879,778		Office
Quist Middle School	Thornton	CO	School District 27J	Anser Advisory (Previously Inline Management) -- Larson Innti Architects	07/01/2018	12/31/2019	140000	\$39,253,679	\$39,907,634		Education: K-12
Peaceful Valley Dining Hall Improvements	Elbert	CO	Boy Scouts of America -- Greater Colorado Council Boy Scouts of America	Merrick & Company	10/01/2018	04/25/2019	16530	\$4,422,917	\$4,868,384		Sports & Recreation
Windsor Mill Rebuild	Windsor	CO	Old Windsor Mill LLC -- Schroyer Resources	VFLA Architecture + Interiors	09/24/2018	07/01/2019	25644	\$5,926,515	\$6,423,788		Hospitality

Item #5.

Digging up the past to provide future safety:

Fossil Ridge Public Safety Facility

The City of Thornton has seen a large growth of families and businesses moving to their community over the last several years. As the city has grown to become Colorado’s sixth largest city, the Thornton Police Department had an immediate demand to grow with its community.

Design for the facility began in September 2016. Saunders and Roth Sheppard worked diligently to provide the city with a highly functional and aesthetically appealing building that met the allowable budget of the City and its tax payers.

Construction began in July 2017 and one month later construction crews discovered what turned out to be the first recorded Torosaurus find in the State of Colorado, and also the most complete and best preserved ever found. This event brought on an endless amount of media attention and news stations onsite for the next several weeks.

Though this discovery was an exciting moment for the design-build team and the City of Thornton, the project team still kept the owner’s schedule at the forefront.

OWNER: City of Thornton
ARCHITECT: Roth Sheppard Architects
SCHEDULE: July 2017 - July 2018
CONTRACT VALUE: \$15,539,000
LOCATION: 13150 Quebec St., Thornton, Colo.

Keeping the project on schedule during this event was critical – as nearly 60 police officers were stationed to the new facility.

This shared building is a single-story facility that will house a police substation and full fire department. The Saunders team is working with both departments, collectively, throughout the project. Each area is very distinct from the other as they have vastly different operation needs.

The police station scope of the facility is highly secure. This portion of the project includes a holding area, office spaces, detective stations, field training and interview rooms. The fire station scope includes a kitchen, day room, sleep rooms, showers and tool rooms. This area will also include a decontamination room that will house specialty equipment to properly clean firefighter gear after each emergency response.



[LEARN ABOUT THE TOROSAURUS DISCOVERY](#)



An occupied renovation leads to increased safety:

Summit County Emergency Operations Center

The Summit County Emergency Operations Center is occupied 24/7 by Summit County's critical emergency response teams. After winning this project through a hard-bid process, Saunders worked with Summit County to implement a phasing plan that allowed the 911 dispatch center to operate continuously without interruption during the course of construction, despite major renovation work taking place throughout the building.

Saunders worked diligently with subcontractors onsite to coordinate the design intent with the existing building constraints, and worked closely with the building user groups to ensure their needs were met. The project allowed Summit County to consolidate their emergency operations groups along with staff from the Sheriff's Office into one building, as well as a much needed upgrade in IT equipment

The project included an expansion of an existing clean agent fire suppression system and required close coordination with the owner and authorities having jurisdiction to ensure proper system operation. Multiple openings were shown in a full-height CMU bearing wall. Saunders identified early in the project that the as-built conditions were not accounted for in the design.

OWNER: Summit County Government
ARCHITECT: Wold Architects and Engineers
SCHEDULE: October 2021 - August 2022
CONTRACT VALUE: \$1,900,000
LOCATION: 227 County Shops Road, Frisco, Colo.

The project team worked with the architects and structural engineer to develop a demolition sequence and shoring plan to allow for the 911 call center to remain in operation, and hired a third party shoring engineer and third party shoring inspection during this phase of work.

PROJECT TEAM INVOLVEMENT: Senior Project Manager Gabe Dunbar
 Superintendent Brett Diehl

The newest gateway to Colorado's mountain playground: Frisco Transit Center

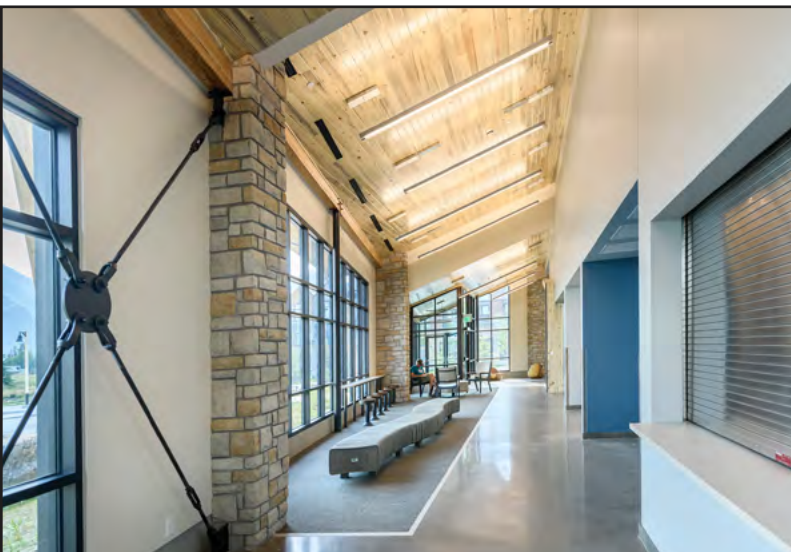
This project was awarded through a Hard-Bid process. The new 3,600-square-foot Frisco Transit Center provides more amenities to travelers, including information and ticketing counters, a security office, a 24-hour bathroom, three additional bus bays, and enhanced, efficient access to transit.

The new center has only one square corner - every other corner is off by at least eight degrees - an intentional design to mimic the mountain slopes around the town. This caused the team to ensure every cut was made perfectly to achieve the architectural intent of the project.

OWNER: Summit County Government
ARCHITECT: Stantec
SCHEDULE: June 2021 - July 2022
CONTRACT VALUE: \$4,767,000
LOCATION: 1010 Meadow Drive, Frisco, Colo.

Material delays and supply chain issues caused by the COVID-19 pandemic challenged the project schedule and required the project team to come up with creative solutions.

Originally scheduled to be installed in October 2021, the Air Handler Unit (AHU) was delayed three months. To keep momentum, the project team had the innovative solution to make a portion of the roof removable allowing the interior work to continue until the AHU arrived on site and was ready to install. Once it was installed the removable section of roof was permanently attached to the structure.



PROJECT TEAM INVOLVEMENT: Senior Project Manager Gabe Dunbar

University of Colorado's first Net Zero Energy building: University of Colorado Anschutz Campus Safety Facility

The design-build team of Saunders Construction and Anderson Mason Dale (AMD) designed and constructed the adaptive reuse and new addition of the Campus Safety and Preparedness Facility on the University of Colorado Anschutz Medical Campus (CU Anschutz). The new facility accommodates the immediate and long-term safety needs of the growing campus, now housing the campus safety and preparedness team which includes Police Operations, Electronic Security, Emergency Communications, and Emergency Management.

Before becoming Colorado's academic health sciences campus, the CU Anschutz campus was known as the Fitzsimons Army Hospital, founded during World War I to treat the large number of casualties from chemical weapons and tuberculosis. The new Campus Safety building connects to building 610, originally used by the U.S. Army as a vivarium but, until this project, had been used as storage for the Facilities Department.

OWNER: University of Colorado
ARCHITECT: Anderson Male Dale Architects
SCHEDULE: July 2021 - August 2023
CONTRACT VALUE: \$13,322,000
LOCATION: 13309 East 17th Place, Aurora, Colo.

The two-story, 26,100-square-foot building preserved the existing one-story building, adding a second floor, and connecting it to the newly constructed addition to expand the building's footprint.

Working within the framework of the CU Anschutz 2012 Facilities Master Plan, the project embraces the urban zone characteristics of the campus fabric outside of the core academic campus.

The facility builds a sense of community, improving the arrival experience at this important campus gateway and embracing a connection with the Art Walk, signaling the eastern beginning of campus.

The building was designed and constructed to become the first Net Zero Energy building on any of the four University of Colorado campuses. The solar-powered building's annual amount of energy consumed will be offset by onsite renewable energy generation. Some of the building's other sustainability features include a state-of-the-art HVAC system, energy efficient thermal envelope and lighting controls to reduce costs.



Experience - Partnering

Item #5.



MARISOL HEALTH CLINIC & ARCHDIOCESE OF DENVER

The Marisol Health Clinic project includes the renovation and buildout of an existing space used by the Saint John 23rd Parish in Fort Collins, Colo. Marisol Health entered into a long-term lease of the building to accommodate the opening of a new women’s health clinic, providing counseling and other social support services for the community. Saunders partnered with the archdiocese and the university, starting in 2019, to deliver preconstruction services on this project. Saunders won the project earlier this year through a CM/GC delivery method and is expected to wrap up construction in November 2023.

Project Team Involvement: Lead Estimator Calvin Kittell



RENDEZVOUS TRAIL APARTMENTS & TETRAD REAL ESTATE

Saunders partnered with Tetrad Real Estate, the City of Fort Collins, Timberline Church and Colorado State University to construct this apartment unit. This 140,000-square-foot, seven-building, 180-unit project will provide 60 affordable and attainable housing units prioritized for employees of the university. The project is expected to be completed September 2024.

Project Team Involvement: Senior Project Manager Gabe Dunbar



CARNEGIE BUILDING HISTORIC RENOVATION & CITY OF FORT COLLINS

Since 1984, Saunders has worked with the City of Fort Collins to construct and renovate some of the city’s well-known landmarks, including Old Town Plaza and Square, various streetscapes around Fort Collins, maintenance and storage facilities, and the renovation of old Town Library and the historic Carnegie Building. In 2021, Saunders completed the Carnegie building elevator, and returned this year to renovate the historic structure into an exhibition and events space. Construction is expected to wrap up mid-2024.



EYESTONE ELEMENTARY AND WELLINGTON MIDDLE SCHOOL & POUDE SCHOOL DISTRICT

Saunders is currently renovating Eyestone Elementary School and Wellington Middle School in Wellington, Colo. The project scope includes converting the two schools into an early childhood and elementary school campus, and reconfiguring the student drop-off and pickup area. The project team partnered with Poudre School District to value engineer their budget to include much needed teacher storage, as well as several other needs the owner identified.

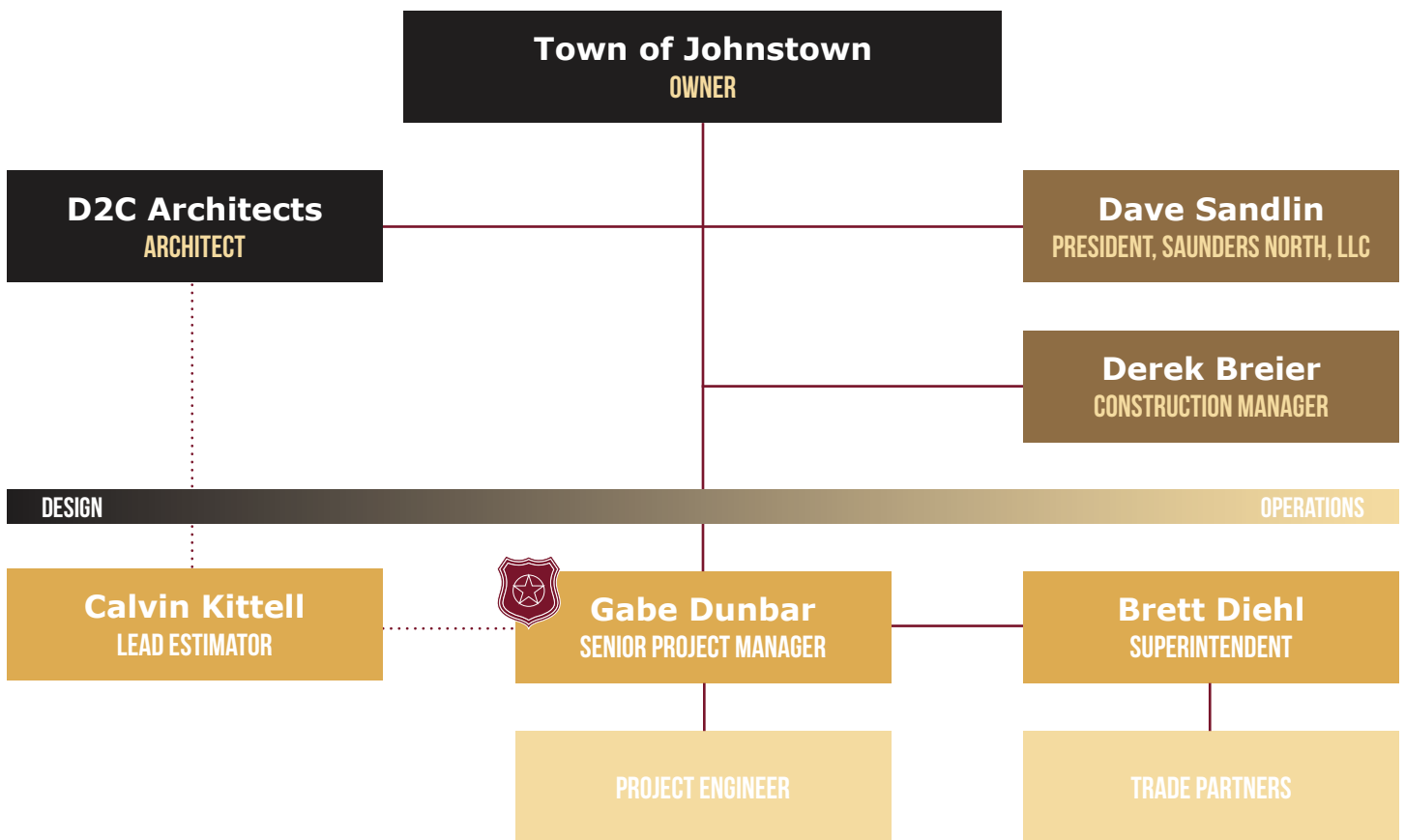
Project Team Involvement: Senior Project Manager Gabe Dunbar
Superintendent Brett Diehl


207

Submit the following information regarding staff that will be dedicated to the project:

- Job descriptions of key positions (i.e., project manager, project superintendent(s)).
- Onsite project manager
- Project engineer
- Cost estimator
- Others as appropriate.
- Names and experience and qualifications of individuals proposed to fill key positions.

The resumes of the Senior Project Manager Gabe Dunbar, Superintendent Brett Diehl and Lead Estimator Calvin Kittell are on the following pages. The project engineer for this project will be assigned at a later date.



— LINE OF AUTHORITY
- - - LINE OF COMMUNICATION
 YOUR MAIN POINT OF CONTACT

Gabe Dunbar

SENIOR PROJECT MANAGER



WHY GABE?

Gabriel Dunbar began working for Saunders after graduating with a B.S. in Construction Management from Colorado State University. Dunbar has experience in cultural, education, retail, office and tenant finish construction. He is currently working on the Rendezvous Trail Apartments in Fort Collins, Colo.

RESPONSIBILITIES

As senior project manager, Dunbar provides leadership beginning in the project development stage, delivering continual coordination and control throughout the lifecycle of the project. Dunbar is the main point of contact for you and the design team. He is committed to understanding and integrating all owner, design partner and community goals while supporting the operational needs of the project.

FEATURED PROJECT



FRISCO TRANSIT

The new 3,600-square-foot Frisco Transit Center provides more amenities to travelers, including information and ticketing counters, a security office, a 24-hour bathroom, three additional bus bays, and enhanced, efficient access to transit.

ADDITIONAL PROJECT EXPERIENCE

MUNICIPAL

Summit County Emergency Ops Remodel	\$1,837,000
Frisco Bay Marina	\$1,677,000

OFFICE

Triangle Office Building	\$48,645,000
Cabela's Old Corporate Office Renovation	\$7,100,000
Blue Federal Credit Union Erie Branch	\$2,100,000
1212 Riverside Office Renovations	\$1,030,000
Law Offices of Foster, Graham, Millstein & Calisher	\$795,000

CAREER TENURE

Construction Career Began:
January 2010

EDUCATION

B.S. Construction Management,
Colorado State University

REFERENCES

Mr. Eric Shafran
SII, LLC.
303.796.9230
eric.shafran@gmail.com

Mr. Jason Lee
Poudre School District
970.490.3017
jlee@psdchschool.org

Ms. Patty Yanker
BuildMark
303.301.4801
pyanker@buildmarkpm.com

PROFESSIONAL CREDENTIALS

LEED Accredited Professional

Brett Diehl

SUPERINTENDENT



Item #5.

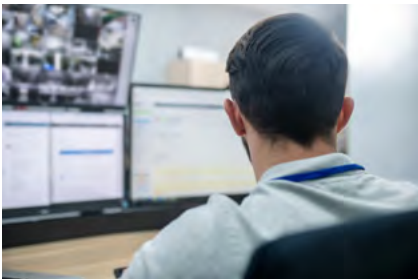
WHY BRETT?

Brett Diehl has over 20 years of experience in the construction industry working his way through the construction ranks as a laborer, equipment operator, foreman and currently superintendent. A large portion of his career has been focused on renovation projects. He is a client-focused superintendent who prides himself on strong subcontractor and client relationships and clear communication.

RESPONSIBILITIES

As superintendent, Diehl manages the day-to-day operations on the project. He is the main contact for trade employees, and is responsible for the field management of schedule, daily activities and tasks, subcontractor coordination, project staging and sequencing, and trade labor budget.

FEATURED PROJECT



SUMMIT COUNTY EOC

After winning this project through a hard-bid process, Saunders worked with Summit County to implement a phasing plan that allowed the 911 dispatch center to operate continuously without interruption during the course of construction, despite major renovation work taking place throughout the building.

ADDITIONAL PROJECT EXPERIENCE

OFFICE

Industrial Piping Services	\$2,450,000
King Soopers # 29 Renovation	\$2,300,000
Northgate Village Retail	\$2,000,000
Sam's Club Renovation	\$1,700,000
Anheuser-Busch Agricultural Research Facility Renovation	\$1,360,000
WalMart Renovation	\$1,024,000
Anheuser-Busch Ultra 2nd Floor Phase Two Remodel	\$502,000
WalMart Renovation	\$834,000
Comcast 2nd Floor Remodel Fort Collins	\$382,000
1212 Riverside Exterior Renovation Phase 2	\$364,000
CoBiz Bank Tenant Finish	\$240,000
Numerica Office Remodel	\$74,000

CAREER TENURE

Construction Career Began:
February 1999

REFERENCES

Mr. Jason Lee
Poudre School District
970.222.9795
jlee@psdschools.org

Ms. Jennifer Gray
Acme Workshop
(o) 303.830.0089
(c) 303.590.4419
jgray@acmeworkshop.com

Mr. Doug Connelly
Red Willow
970.539.1230
red_willow@lpbroadband.net

PROFESSIONAL CREDENTIALS

OSHA 30-Hour

Calvin Kittell

LEAD ESTIMATOR



Item #5.

WHY CALVIN?

Calvin Kittell began his career in the construction industry in 2016 as an intern. He has been involved in various projects before joining Saunders, such as residential, office, places of worship and education as a lead estimator, making him well experienced in providing comprehensive design phase leadership to analyze, inform and provide value added solutions to support project success.

RESPONSIBILITIES

As lead estimator, Kittell solicits and analyzes subcontractor proposals, drawings, specifications and other related documents to accurately price the project. Kittell solicits and analyzes subcontractor proposals, drawings, specifications and other related documents to deliver best value. He provides early conceptual and systems-based cost analyses to align program, functionality, aesthetics and value to meet the client's needs.

FEATURED PROJECT



MARISOL HEALTH CLINIC

The Marisol Health Clinic project includes the renovation and buildout of an existing space used by the Saint John 23rd Parish in Fort Collins, Colo. Saunders won the project earlier this year through a CM/GC delivery method and is expected to wrap up construction in November 2023.

ADDITIONAL PROJECT EXPERIENCE

OFFICE

Broadmoor Development	\$7,300,000
White Lotus Core & Shell	\$5,100,000
7001 Dodge St. Renovation	\$2,599,990
Nebraska Realty Tenant Improvement	\$2,250,000
Bryant & Associates	\$1,273,000

CAREER TENURE

Construction Career Began:
May 2016

EDUCATION

B.S. Construction Management,
University of Nebraska, Lincoln

REFERENCES

Ms. Kassie Inness
Metonic Real Estate Solutions
402-952-4599
kassie@apogeeproservices.com

Mr. David Wiebe
Architectural Design Associates,
Lincoln
402-486-3232

Mr. Ed Trehearn
Lincoln Lumber
402-890-5835

PROFESSIONAL CREDENTIALS

OSHA 30-Hour

Safety

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.

YEAR	REPORTABLE ACCIDENT RATE	CURRENT WORKMAN'S COMPENSATION INSURANCE MULTIPLIER
2020	1.44%	0.61
2021	1.43%	0.70
2022	3.40%	0.67

Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.

SAFETY, IT'S ON ME

In November 2017, Saunders rolled out a new safety campaign — Safety, It's on Me. This campaign is intended to add more conversations around accountability on our project sites.

In construction, unsafe conditions cause very few of accidents in comparison to unsafe behaviors – not using best work practices and failure in planning safety into our work. With this campaign we wanted to create an accountability focused atmosphere to make our projects safe. Saunders has supplied many different tools to create safer environments, but tools are only as good as they are used. Safety behaviors are very important, and it starts with the accountability of each person on our project sites.

SAFETY BULLETIN

In 2017, Saunders began publishing a bi-monthly safety bulletin that is distributed to the entire company — from office employees to field staff. In this bulletin, we highlight company updates, safety stats, lessons learned, industry news and safety expectations (based on our company Safety Manual). This communication tool helps us assure that safety is a focused conversation throughout the year, which comes from the top down. This bulletin is provided in English and Spanish to assure that we are not keeping any field personnel out of safety conversations, especially since they are the ones facing serious safety issues day-in and day-out.



Trade Partners

List subcontractors that you have worked relationships with that might be used on this project.

Saunders will solicit to all qualified trade partners in our database. Below is a select list of trade partners.

DEMOLITION

- Engineered Demolition
- Rockslide Demolition
- MP Contracting

CONCRETE

- Pierson Concrete
- Coloscales Concrete
- Total Concrete Services

MASONRY

- Don's Masonry
- CMJ Masonry
- Mile High Stucco and Masonry
- Big Horn Masonry

METALS

- Distinctive Metals
- Hueber Industries
- BK Welding

FLOORING

- Masters Flooring
- Advanced Interiors
- Guy's Flooring

DRYWALL

- Copper Spring Solutions
- Holsinger Drywall
- Spacecon Specialty Contractors

FIRE SPRINKLER

- Front Range Fire Protection
- Western State Fire Protection
- Rapid Fire Protection

PLUMBING

- MTech Mechanical
- Neuworks Mechanical
- Lind's Plumbing

MECHANICAL

- MTech Mechanical
- Kuck Mechanical
- Air Comfort
- Poudre Valley Air

ELECTRICAL

- Merit Electric
- Gregory Electric
- Wayne's Electric
- Greiner Electric

EARTHWORK/UTILITIES

- Dunrite Excavation
- Martin and Sons
- Dobbs Excavating

LANDSCAPING

- Hurr Landscaping
- Mill Brothers
- Bath Landscape
- Environmental Landworks

Construction Sequencing and Scheduling

Describe the way in which your firm develops and maintains project schedules for projects of this size and nature.

When clients are asked to define success, they invariably use the words “on time.” Saunders has an unparalleled track record of delivering projects on or ahead of schedule.

SCHEDULING TOOLS

Saunders uses Power Project by Elecosoft as our scheduling software. Power Project has become one of the construction industry leaders and is fully compatible with other scheduling software programs, including Primavera and Microsoft Project. As it is one of our best management tools, all of our superintendents, project managers and project engineers are trained to use Power Project.

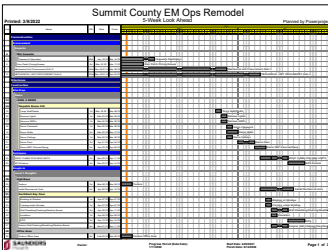
Saunders’ approach to managing a project schedule begins long before the groundbreaking ceremony or before the first shovel of dirt is turned - it often starts before the project is even awarded. We combine information from critical trade partners with our own experience to further develop the schedule that the entire team approves.

Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date.

MASTER SCHEDULE

A baseline master schedule will be developed as the primary tool to manage the preconstruction and construction process for all parties. This schedule will include input from all team members and will include design milestones, authority approvals and detailed construction activities. The critical path will be the focus for planning and executing and will be developed in close coordination with our project partners. The master schedule is a working tool that is constantly updated and revised as more project information is acquired.

Submit an example of a total and short-term project schedule for a similar sized project.

<p>SHORT-TERM SCHEDULE SUMMIT COUNTY EMERGENCY OPERATIONS CENTER</p> 	<p>LONG-TERM SCHEDULE</p> <p>An example long term schedule has been provided for this project in section four of this proposal.</p>
--	--

Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules).

SCHEDULING APPROACH

Once construction begins, the direct supervision and day-to-day coordination of the work on site is the responsibility of the Superintendent. One of our best management techniques for planning and executing the work is obligating all subcontractors to plan their work with our team. Therefore, our superintendents are responsible for managing the master schedule collaboratively with all of our subcontractors on the project. It is always our commitment to update the schedule as frequently as necessary to maintain strict control of projects progress. This could be weekly, bi-weekly or monthly.

Our team will produce a three-week look ahead schedule from the master schedule every week. This information will be communicated to a broad audience and is key to maintaining progress and keeping the facility users informed as to the direction of construction activities. The Saunders team analyzes the critical path and schedule float weekly to gauge progress against the baseline master schedule. If it appears we are getting off our schedule the team will meet with the successor activity subcontractors and begin working on a mitigation schedule. All these activities are shared with the project team in an open, collaborative environment so that we are able to draw on the entire team’s collective experience to optimize our ability to adjust the schedule activities and develop an efficient recovery plan.

Quality Assurance / Quality Control

Provide details on firm’s quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.

In the ever-changing field of construction, it is critical we stay up to date on the latest resources that can enhance our project team’s ability to successfully complete a project. These resources all seem to have one thing in common — technology. Technology leads the pack when it comes to providing cutting-edge, innovative solutions for our clients. In our industry, managing a project means supervising multiple areas of work, all with differing processes and requirements. To aid in our effective management of your project, we implement Autodesk Construction Cloud (ACC) Build — a field mobility tool designed to enable field-level access to project information and to collaborate on issues, inspections, checklists and more.

The renovation of municipal facilities and police stations hold a unique set of challenges and require the upmost quality assurance and control. Prior to the start of construction, Saunders creates a Quality Control Plan within ACC Build that is specific to the project. By using ACC Build, Saunders’ project team can proactively identify trends and minimize risk — all from cloud-based technology. Checklists are created and automatically distributed to the appropriate field personnel via mobile devices, providing real-time data. Streamlining the QA/QC processes not only increases efficiency but provides a cohesive approach to the effective management of quality.

The commissioning and handover process is also simplified through this software. The integrated nature of this tool provides team members, along with commissioning agents, electronic access to things such as equipment and system status reports, and checklist results for specific trades and areas of work — ensuring accurate information to enable start-up and testing for owner handover. By using ACC Build, Saunders increases the efficiency of the overall management of field processes — all from a single platform housing one true source of project data.

Provide examples of when firm exceeded quality standards, gained industry recognition, or received quality awards.



THE WINDSOR MILL

WINDSOR, COLO.

**2020 AGC ACE Award
Best Project Under \$10 Million**



THE STANLEY HOTEL

CARRIAGE HOUSE

ESTES PARK, COLO.

**2021 AGC Silver Award
Best Project Under \$10 Million**



THE STANLEY HOTEL

CARETAKERS COTTAGE

ESTES PARK, COLO.

**2022 AGC ACE Award
Best Project Under \$10 Million**



six

FINANCIAL STATEMENT

Financials

Item #5.

Attach a financial statement, preferably an audited statement, including your firm's latest balance sheet and income statement showing the following items: Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities, name of the firm preparing the financial statements and the date prepared.

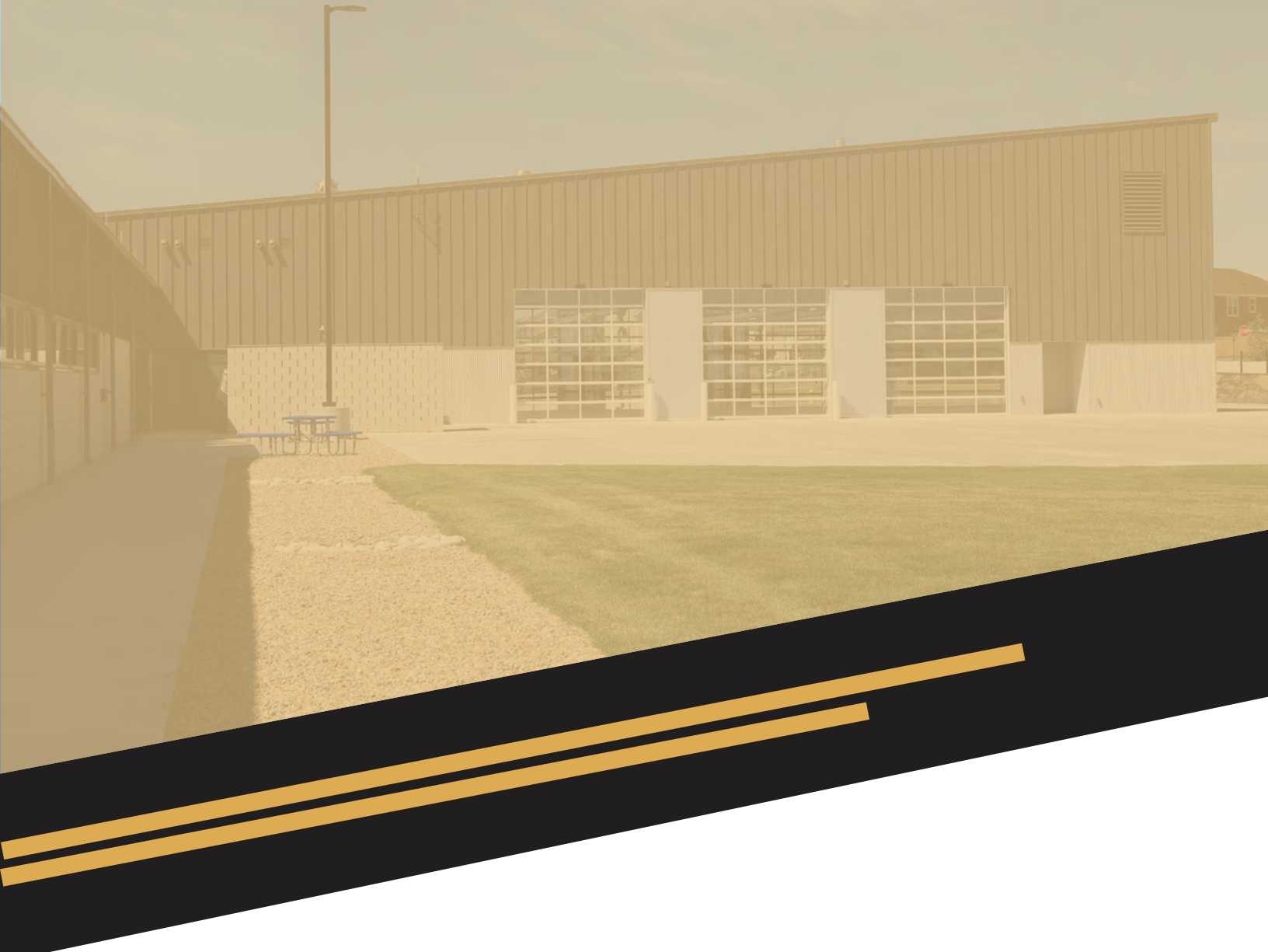
Financial information for Heath Construction, LLC dba Saunders Heath is included in the consolidated financial statements linked below. ***This link will expire one week after submission.*** See auditors report and footnotes.

[Use this secure link to access our financials.](#)

This information is confidential. Additional requests for financial information can be directed to:

Mr. David Martino, CFO
Saunders Construction
303.699.9000
d.martino@saundersinc.com

CONFIDENTIALITY NOTICE: The information contained in this document, and any attachments thereto, is considered confidential commercial, financial and trade secret information. This information is protected from disclosure under Colorado law including, but not limited to, exemptions provided under the Colorado Open Records Act, C.R.S. §§ 24-72-201 et. seq.



seven

BONDING AND INSURANCE INFORMATION

Bonding Information

Provide the name, address, and phone number of the firm's bonding agent.

NAME: IMA, Inc. - Colorado
ADDRESS: 1705 17th Street, Suite 100, Denver CO 80202
PHONE NUMBER: 303.534.4567

Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.



PROTECTING ASSETS.
MAKING A DIFFERENCE.

July 7, 2023

Town of Johnstown, Colorado
 Brian Phillips, Chief of Police
 430 S Parish Avenue
 Johnstown, CO 80534

RE: SAUNDERS NORTH, LLC
 Police Department Renovation and Expansion Project – Construction Manager at Risk

Dear Mr. Phillips,

As an agent and representative of Travelers Casualty and Surety Company of America and Western Surety Company, our agency manages the surety bond program for Saunders North, LLC (Saunders North). Saunders North enjoys an outstanding reputation within the construction and business communities and is regarded as one of the premier contractors in Colorado.

Surety bonds for Saunders North are underwritten by Travelers Casualty and Surety Company of America, which maintains an "A++ XV" A.M. Best rating, and Western Surety Company, which maintains an "A XIV" A.M. Best rating. While no maximum single or aggregate bonding limits have been established for Saunders North, Travelers and Western Surety have approved individual projects in the range of \$200 million, with an aggregate program of \$1 billion, and would positively consider providing bonds for any project in which Saunders North might have an interest.

The size, type, and location of the captioned project is well within the means of Saunders North and their current and anticipated bond program. As such, the sureties would give favorable consideration to providing bonds for this project, should they be asked to do so by Saunders North. Approval for all bonds is based, in part, on the sureties' favorable review of contract documents, bond forms, and other pertinent criteria at the time bonds are requested.

This letter is issued as a bonding reference requested from us by our client. The arrangement for performance and payment bonds is a matter between Saunders North, Travelers Casualty and Surety Company of America, and Western Surety Company. Neither the sureties nor IMA, Inc. assume any liability to you or third parties if for any reason bonds are not executed.

We are proud to recommend Saunders North, LLC. If you should have any questions or require additional information, please call me at (303) 615-7947.

Sincerely,

David Dondlinger
 Surety Account Executive

cc: Saunders North, LLC
 Travelers Casualty and Surety Company of America
 Western Surety Company

Insurance Information

Provide the name, address, and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits.

NAME: IMA, Inc. - Colorado
ADDRESS: 1705 17th Street, Suite 100, Denver CO 80202
PHONE NUMBER: 303.534.4567

Note any current claims that will affect coverage limits available to the Town for this project.

There are no current claims that will impact coverage limits available to the Town for this project.

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
7/11/2023

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

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

PRODUCER IMA, Inc. - Colorado 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Construction Team PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: constructioncerts@imacorp.com
INSURED Saunders Construction, LLC 86 Inverness Place North Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE
	INSURER A: American Contractors Insurance Company Risk NAIC # 12300
	INSURER B: The Cincinnati Insurance Company NAIC # 10677
	INSURER c: The Continental Insurance Company NAIC # 35289
	INSURER d: ACIG Insurance Company NAIC # 19984
	INSURER e:
	INSURER f:

AGENCY CUSTOMER ID: SAUNCON-02
LOC #:

ACORD **ADDITIONAL REMARKS SCHEDULE** Page 1 of 1

AGENCY IMA, Inc. - Colorado	NAMED INSURED Saunders Construction, LLC 86 Inverness Place North Englewood, CO 80112
POLICY NUMBER	
CARRIER	NAIC CODE
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Builders Risk Coverage: Policy #IH4H59092702
Effective Dates: 04/30/2023-06/01/2024 Insurer: The Hanover Insurance Company
\$7,500,000 Frame Limit; \$8,500,000 Joisted Masonry Limit; \$30,000,000 Non-Combustible Limit; \$95,000,000 Masonry Non-Combustible or Better; \$50,000 Deductible;
\$2,500,000 Temporary Storage Limit; \$50,000 Deductible
\$2,500,000 Property in Transit Limit; \$50,000 Deductible; \$2,500,000 Flood (Zone X) Limit; \$50,000 Deductible
\$10,000,000 Earthquake Limit; \$25,000 Deductible; Replacement Cost Valuation; Special Cause of Loss;
Equipment Breakdown/Testing Included; No Coinsurance; Owner and Subcontractors are included as Insured.

Leased & Rented Equipment Coverage: Policy #RH4H59092602
Effective Dates: 04/30/2023-06/01/2024 Insurer: The Hanover Casualty Company
\$1,650,000 Limit; \$10,000 Deductible

Crime Coverage: Policy #105607068
Effective Dates: 04/30/2023-06/01/2024 Insurer: Travelers Casualty and Surety Company of America
\$5,000,000 Employee Theft Limit; \$50,000 Deductible

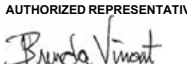
RE: Police Department Renovation and Expansion Project at 430 S. Parish Avenue
Town of Johnstown and Engineer are included as Additional Insured on the General Liability, Automobile Liability and Excess Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

COVERAGES **CERTIFICATE NUMBER:** 775630037 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR BI/PD DED: \$295K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL23A00055	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPI/OP AGG \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ENP 0626885	4/30/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		7014992559	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below *All States included in Workers Compensation: AZ, KS, NM, UT	Y / N N / A	WCA000017223	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability Coverage: Policy #PCADB-5022005-0423
Effective Dates: 04/30/2023-06/01/2024 Insurer: Berkley Assurance Company
\$10,000,000 Aggregate; \$10,000,000 Each Claim; \$50,000 Deductible; Claims Made
Pollution Liability Coverage: Policy #PCADB-5022005-0423
Effective Dates: 04/30/2023-06/01/2024 Insurer: Berkley Assurance Company
\$10,000,000 Limit; \$25,000 Deductible; Includes Mold
See Attached...

CERTIFICATE HOLDER Town of Johnstown Attn: Brian Phillips, Chief of Police 430 S Parish Ave Johnstown CO 80534	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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eight

REFERENCES

References

Item #5.

Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm's ability to complete the proposed project successfully.

1

Name: Mr. Daniel Gietzen
Summit County Public Works Department
Phone Number: 970.668.4289
Email: daniel.gietzen@summitcountyco.gov
Project Title & Description: Summit County Emergency Operations Center
Proposed Team Members: Senior Project Manager Gabe Dunbar
Superintendent Brett Diehl

2

Name: Mr. Ryan McCarty
Tetrad Real Estate, LLC
Phone Number: 970.473.4324
Email: rmccarty@tetradre.com
Project Title & Description: Rendezvous Trail Apartments
Proposed Team Members: Senior Project Manager Gabe Dunbar

3

Name: Mr. Jim Bailey
Catholic Charities of Denver
Phone Number: 410.302.9104
Email: jbailey@ccdenv.org
Project Title & Description: Marisol Health Clinic Remodel
Proposed Team Members: Lead Estimator Calvin Kittell



SAUNDERS

BREAK THE MOLD | REVOLUTIONIZE THE EXPERIENCE | BUILD WHAT MATTERS





**TOWN OF JOHNSTOWN POLICE DEPARTMENT
RENOVATION AND EXPANSION PROJECT**

SUBMITTED BY FRANSEN PITTMAN CONSTRUCTION

July 14, 2023

TABLE OF CONTENTS

TAB 1	COVER LETTER PAGE 1
TAB 2	PROJECT APPROACH AND DETAILED SCOPE OF WORK PAGE 4
TAB 3	COST PROPOSAL PAGE 12
TAB 4	CERTIFICATE OF GOOD STANDING PAGE 13
TAB 5	PROJECT SCHEDULE PAGE 14
TAB 6	PROJECT TEAM PAGE 16
	1. GENERAL
	2. STAFF
	3. SAFETY
	4. SUBCONTRACTORS
	5. CONSTRUCTION SEQUENCING AND SCHEDULING
	6. QUALITY ASSURANCE/QUALITY CONTROL
	7. FINANCIAL STATEMENT
	8. BONDING COMPANY/INSURANCE COMPANY AND INFORMATION
TAB 6	REFERENCES PAGE 34
TAB 7	APPENDIX PAGE 39

COVER LETTER

Item #5.



COVER LETTER

July 14, 2023

Brian Phillips, Chief of Police
Town of Johnstown
430 S Parish Ave
Johnstown, Colorado 80534

Mr. Brian Phillips, Mr. Kyle Williams & Members of the Selection Committee:

Fransen Pittman (FP) is pleased to present our team and approach related to the Town of Johnstown Police Department Renovation and Expansion Project. We are a local firm with strong police station projects that will elevate your preconstruction and construction experience. We hold a wealth of knowledge and know-how for achieving a Police Service project successfully. With each project we take on, we deliver precise and cost-effective buildings that meet quality standards and owner satisfaction.

WHY CHOOSE FP?

COMPLETE DEDICATION

Fransen Pittman is a leading municipal builder. We have the experience and [dedication](#) necessary to complete your project successfully. From working with departments such as Lochbuie Police Department, Erie Police Department, Timnath Police Department, and most recently awarded Denver Police District #6 Facility and Severance Police Station, we understand what it means to work as the owner's advocate and further your project's needs. As your partner we offer respect, innovation, and trust for every project built.

UNIQUE PRECONSTRUCTION

Our [preconstruction](#) process puts you, the Owner, in charge of your budget dollars. It allows you to have the final say on any aspect of your Police Department renovation, while defining a scope that fits your budget, with expert counsel from FP. This process creates an environment of collaboration from day one and brings together all stakeholders on your project. Our cost model will inform all aspects of the project and will be the base for schedule and budget tracking. Our thorough MET™ process ensures that you'll have a high level of confidence during the building phase.

PRECISE CONSTRUCTION

Construction is the execution of a successful preconstruction phase, and when our team is involved from day one, your project is [constructed](#) to precision. Our team employ diligent cost, schedule, safety and quality operations to ensure that our work is of the highest value and built to exactness. We utilize 21st century tools and technology to best inform the construction of your building while maximizing collaboration between subcontractors, FP, D2C Architects, and the Town of Johnstown. We also guarantee that every worker on a Fransen Pittman job site is trained and prepared for the job they are performing to ensure quality practices and safety.

Thank you for your time in reading this letter and our following qualifications. Please contact me directly with any questions and concerns.

Regards,



John Pittman, President

Fransen Pittman Construction Co., Inc.
9563 S. Kingston Court, Suite 200, Englewood, CO 80112
(303) 859-6108; jpittman@fransenpittman.com

WHO WE ARE

Fransen Pittman is a different breed of builder.

And our clients are different, too. They don't simply build buildings. Fransen Pittman clients have a vision – they create spaces where communities and groups come to study and learn, be inspired, drive growth, and build the foundation for their life's work.

As a premier construction company, FP has been recognized consecutively as one of the fastest growing companies in the state of Colorado, and as a Denver Post Top Workplace several years in a row. We are a growing mid-sized firm with over 160 dedicated employees.

The size of our office best suits your needs as we provide the horsepower and experience necessary for success, without the layers and distance that accompany several multi-state organizations.

Name:

Fransen Pittman Construction Co., Inc.
No other names in the last 10 years

Date Established:

June 6, 1994

Contact:

Josh Davis, VP of Northern CO Operations
email: jdavis@fransenpittman.com
phone: (720) 935-0415
fax: (303) 783-3939
address: 522 Main Street, Windsor, CO 80550

Item #5.



MARKETS

- COMMERCIAL
- COMMUNITY/CULTURE
- DEFENSE/AEROSPACE
- MUNICIPAL
- HEALTHCARE
- HIGHER EDUCATION
- K-12 EDUCATION
- LIBRARIES
- SCIENCE/INDUSTRIAL
- SENIOR LIVING
- WORSHIP



LOCATIONS

Windsor & Englewood

SERVICE

Building Colorado Since 1994



300+ MUNICIPAL PROJECTS

OUR PROJECTS

The FP team has considerable experience with projects relevant to the Town of Johnstown Police Department renovation and expansion project. We understand the surgical precision and personal approach it takes to complete an important project like yours successfully, and are dedicated to delivering a structure that seamlessly accommodates the needs of the Town of Johnstown Police Department.

We have a breadth of knowledge in municipal projects, with over 300 completed. Of these projects, we have completed three Police/Community Safety Projects and currently working on two more, including:

- TIMNATH POLICE SERVICES- SAME PROPOSED PROJECT TEAM
- ERIE POLICE & MUNICIPAL COURT
- LOCHBUIE POLICE SERVICES & TOWN HALL
- DENVER POLICE DISTRICT #6 (RECENTLY AWARDED)
- SEVERANCE POLICE FACILITY (IN PRECONSTRUCTION)



PROJECT APPROACH AND DETAILED SCOPE OF WORK



JOHNSTOWN POLICE DEPARTMENT

PROJECT APPROACH: KEYS TO SUCCESS

Fransen Pittman has the experience and know-how to work with the Town of Johnstown and D2C Architects on your Police Department renovation and expansion project. We have completed hundreds of renovation projects, and with our team's experience, we are confident we are the best choice for Johnstown. With the project sharing a parking lot with Glenn A. Jones Library, we understand the standards required to complete an occupied project safely and successfully.

Our team has identified the following **Keys to Success** for Johnstown Police Department renovation and expansion project:



COLLABORATION: We believe transparent communication and **active collaboration** leads to the most successful projects. With informed collaboration, we are able to manage our schedule and quality throughout. We believe our perspective and collaboration with you establishes the picture-perfect image for your dream. We vow to work directly with you, the Owner, with an open book and active collaboration to construct your vision and make it a reality.



PROCUREMENT: Procurement Management is a major component of Fransen Pittman's preconstruction process. We have already discussed the items with the longest lead times and established timelines on when those items should be ordered (please see the proposed schedule on page 14 for more details). Construction sequences, means and methods will be discussed in deeper detail and coordinated with the design team at the design development milestone.

Our Suggested Procurement Packages:

- New Electrical Panels & Gear Expansions (if applicable)
- Steel Joists & Steel Decking
- Air Handlers



SCHEDULE: To ensure **schedule adherence**, our schedules are built with extensive details, with both anticipated and unanticipated factors, to minimize unforeseen changes to the plan. Our schedule accuracy and creative sequencing approach allows for schedule efficiencies, enabling the project to be delivered on time.



UNDERSTANDING THE SITE: Understanding existing conditions of the facility and its surroundings are key in starting and finishing this project successfully. Fransen Pittman completed an interior and exterior refresh at the Glenn A. Jones Memorial Library across from your project. **In fact, Tyler Kaul was the Project Manager on the library project, so we know the site well!** Especially pressing are components like laydown, staging and sidewalk closures to best suit construction and the surrounding community. Additionally, Tyler has already been in contact with Public Works in regards to existing utilities on your site; strategizing for best utility

connections during construction and understanding the pricing impact will keep the project on schedule.



VALUE ENGINEERING IDEAS:

1. Verify what part of mechanical systems can remain and be reused in the project. (Current pricing assumes new mechanical equipment based on the assumption the equipment is near the end of its life based on the age of the building).
2. On the Evidence and Community/Training additions have a flat roof with a parapet. We would remove the light gauge trusses and standing seam metal roof.
3. Pricing includes allowance for higher end finishes for lobby area (i.e specialty ceilings). Reduce budget allowances for these areas.
4. Is there a layout for the property/evidence addition to keep the existing exterior structural wall in lieu of demoing.



PROJECT INPUT: On factors such as cost, ease of installation, delivery schedule, quality, potential contracting or construction issues, Fransen Pittman consistently monitors these items throughout the entire preconstruction process and design milestones. FP will be attending D2C's weekly design coordination meetings and will be offering weekly input on all of these items as they become applicable to the discussions at hand.



PUBLIC SAFETY: We realize this project is next to neighborhoods and other businesses and requires a tight construction access area, fencing, and screening. Maintaining separation and ADA compliance is of utmost importance. Fransen Pittman would provide strategy, collaboration, and investigative services to work hand in hand with the designers, engineers, Town of Johnstown, and Johnstown Police in constructability, and work out a logistical safety plan that suits the needs of all.

Additionally, because Glenn A. Jones Memorial Library shares a parking lot with your station, we will need to create a site-specific safety plan in order to separate the library patrons from the construction of your Police Station.



Glenn A. Jones Memorial Library interior



Glenn A. Jones Memorial Library exterior

PARTNERING WITH FRANSEN PITTMAN

The most important aspect to a successful project is its team, and selecting the right company is vital for not only the highest quality building, but also enables you to have a positive experience throughout the process, from preconstruction, into construction, and beyond.

 “So, what will it be like to work with Fransen Pittman?”

Through our team approach, the FP team provides education, leadership, and the tools for Johnstown to clarify project goals, identify opportunities, and solve challenges. Our team is built upon valued partnership from everyone at the table. We believe that each project stakeholder views the project from a different face of the prism. When combined together, these differing perspectives form a whole, allowing us to approach your project from an elevated viewpoint. This teamwork mindset shines through our process.

Once the project kicks off, we gather all key stakeholders to establish project goals and expectations, and define success in a Partnering Workshop.

Within the **Partnering Workshop**, we create the criteria that the team uses to make decisions, develop collaboration, define expected behaviors, drive team culture, and work together.

Because we involve the entire team, Fransen Pittman, D2C Architects, and the Town of Johnstown from the start, there is **no loss of information once the project transitions from preconstruction to construction**. Our entire team is on the same page, with a clear understanding of the project values and individual communication preferences, the whole team is able to effectively work together towards the same goals.

Our process proves that Fransen Pittman holds the ability, resources and expertise to deliver your project on time and in budget, without sacrificing quality.



PROJECT CONTINGENCY

When it comes to contingency, we treat it as a team. During preconstruction, we manage contingency by creating a milestone estimate plan and carrying a certain amount of contingency as we progress through design milestones. If desired by Johnstown and we decide to assemble an early GMP, we have a suggested amount of contingency to carry dependent on what design milestone we assemble the GMP.

Assembling an Early GMP:

Advantages

- Allows the Owner to finalize decision making and complete financial arrangements
- Gives the design team the confidence to complete the construction documents knowing that funding is available
- Allows for purchase of long-lead-items for cost and scheduling control

Disadvantage of an Early GMP

Because the design is less mature, more contingency is required. This may result in a higher total price than what is actually required.

Phase	Escalation	Bidding Buyout	Construction
Conceptual Phase	4%	3%	3%
Schematic Phase	4%	3%	3%
Design Development Phase	3%	2%	3%
50% Construction Documents	1.5%	1%	3%
Final Construction Documents	0%	0%	3%

At the start of construction, we develop a risk table and assign a certain amount of contingency to the risk. Then, as we move past the risk we can give back the contingency to the owner. Examples of contingency risk table include, unforeseen conditions underground, underground utilities, weather days, structural rework if foundations change, etc. All of these items will be discussed and approved with the Town of Johnstown.

At the end of the day, any unused contingency amount, if carried in our GMP and Contract, will be returned 100% to the Owner.

COMMENTS TO THE CONTRACT

Fransen Pittman acknowledges the preconstruction services agreement and has no further comments.



CONSTRUCTION: INVOLVEMENT & SELF-PERFORMED WORK

Ultimately, construction is the execution of a successful preconstruction phase; it's where our team's hard work becomes reality. Our thorough MET™ process ensures that you'll have a high level of confidence during the building phase. Because we involve Tyler Kaul (your Project Manager) and Ryan Tedford (your Superintendent) from the start, the transition from design to construction is seamless and effective. Our team has been providing constructability expertise, schedule advice, and value analysis. They've built the budget and schedule with the most informed and accurate information to deliver your project with precision.

With the hard work of planning and preparation behind us, we turn our focus to safety, quality, and efficiency. The building phase is where things get exciting and our commitment to precision really begins to take shape.

Our team is involved day in and day out in every facet of your project. They are in constant communication with project stakeholders and architects to ensure a successful building process.



SELF-PERFORMED WORK

Fransen Pittman has the capability to self-perform numerous jobs, which allows us increased control over budget and schedule. **In the event that we pursue self-performed work, we bid 24 hours before subcontractors and ensure that we solicit at least 5 other subcontractor bids for that trade.** This ensures that your project receives the lowest price possible from the most qualified workers.

Below is a list of all the work FP is qualified to self-perform:

- SITE CONCRETE
- STRUCTURAL CONCRETE
- ROUGH CARPENTRY
- DOORS
- FRAMES & HARDWARE
- TEMPORARY PARTITIONS
- CAULKING
- FINISH CARPENTRY INSTALLATION
- MILLWORK INSTALLATION
- LAYOUT AND ENGINEERING
- SURVEYING
- INSTALLING SPECIALTIES AND EQUIPMENT
- MISCELLANEOUS LABOR
- MISCELLANEOUS EQUIPMENT OPERATION
- MISCELLANEOUS DEMOLITION



During preconstruction, we will work to establish the scope of our self-performed work. The specific percentage is to be determined, but **will not exceed 10%**.

AVAILABILITY AND BANDWIDTH

We have hand-picked our proposed team members based on their relevant project experience, expert skill level, and availability. This team will deliver a long-lasting, quality facility both on budget and on time. They are ready to hit the ground running and are eager to make your Johnstown Police project a success from kick-off to close-out (and well beyond).

EXECUTIVE OVERSIGHT



JOSH DAVIS
VP OF NOCO OPS

- Josh's purpose is to help manage workload and ensures that each project has the resources and support to achieve success. He has the knowledge and experience to provide valuable advice and has capacity to be an involved project team member.

PRECONSTRUCTION



DEREK LEPORE
PRECONSTRUCTION
MANAGER



COLTON DILLAVOU
PROJECT ESTIMATOR

- Derek and Colton are well-equipped to begin the preconstruction process and start collaborative talks for the Johnstown Police Department renovation and expansion with the design team and project stakeholders. Their team has capacity and is ready to hit the ground running!

CONSTRUCTION



TYLER KAUL
PROJECT
MANAGER



RYAN TEDFORD
SENIOR
SUPERINTENDENT



GENESIS PRADO
PROJECTENGINEER

- Both Tyler and Ryan will be available to assist with constructability reviews come January. Previously, they worked together on Timnath Police Station and would love to be project teammates once again!
- Ryan is currently engaged in the construction of North Boulder Library. He is scheduled to be finished November 2023.
- Tyler is the Project Manager on the Erie Town Hall project. The project will conclude August 2025.
- Tyler is also Project Manager on Severance Library. This project is set to be complete February 2024.
- Genesis is the Project Engineer for St. Vrain Northridge and Hygiene Elementary, which will be complete August 2023.



COST PROPOSAL

COST PROPOSAL

Please see appendix section for cost proposal.





CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING

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,

FRANSEN-PITTMAN CONSTRUCTION CO., INC.

is a

Corporation

formed or registered on 06/29/1994 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 19941073532 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/07/2023 that have been posted, and by documents delivered to this office electronically through 04/10/2023 @ 11:12:28 .

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 04/10/2023 @ 11:12:28 in accordance with applicable law. This certificate is assigned Confirmation Number 14860766 .



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."



TIMNATH
POLICE DEPARTMENT

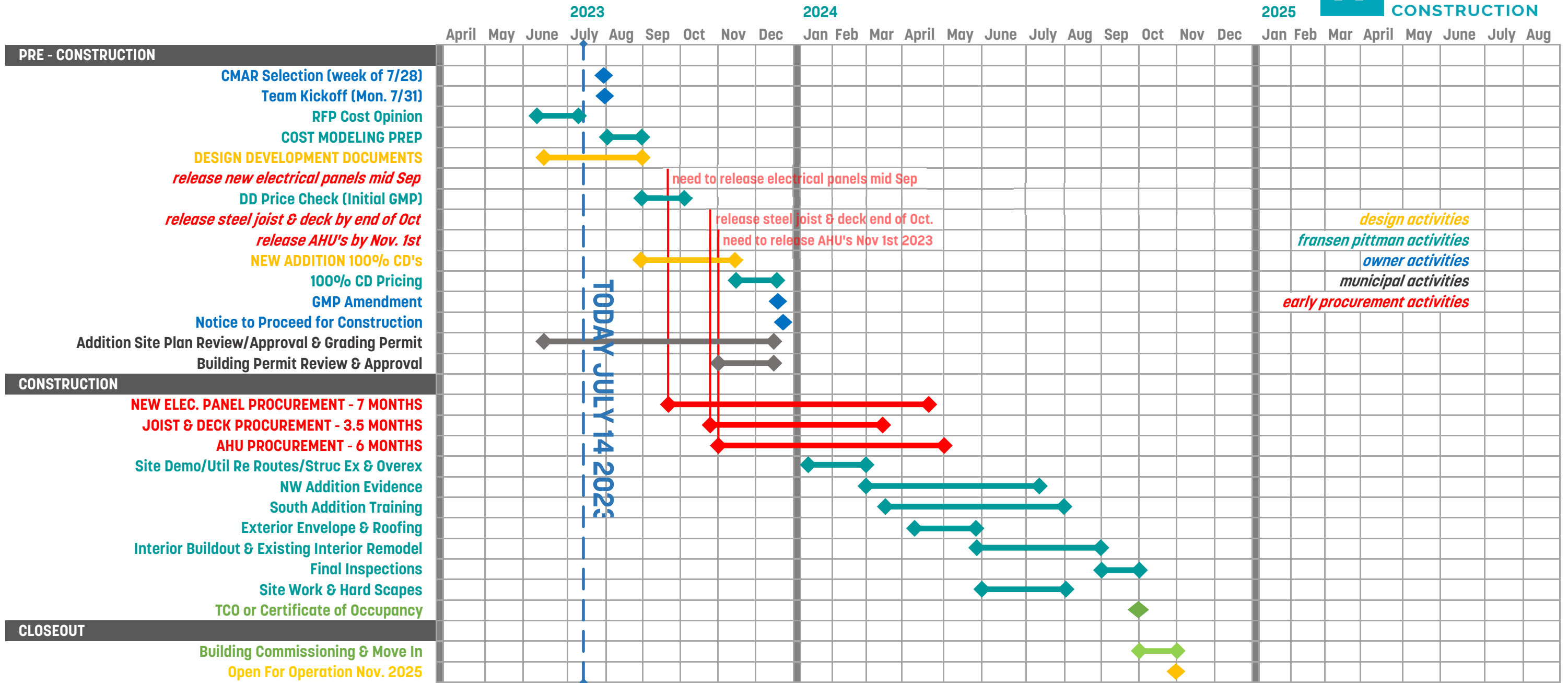
POLICE

FACP
FIRE
RISER
ROOM

PROJECT SCHEDULE

PROJECT SCHEDULE

BLOCK SCHEDULE - JOHNSTOWN PD



TOWN OF
LOCHBUIE

ADMINISTRATION

UTILITY BILLING

BUILDING

**PROJECT TEAM: RESOURCE
COMMITMENT, CAPABILITIES
AND EXPERIENCE**

GENERAL

Please find our list of current projects under construction and recent experience in the appendix section.



Your proposed project team at the grand opening of their latest project, Timnath Police Station.

STAFF ORGANIZATION



OUR TEAM WILL MEET ALL OF JOHNSTOWN'S GOALS:

- EFFECTIVE COMMUNICATION
- PARTNERSHIP BETWEEN ALL
- CONSTRUCTABILITY ADVICE & ACCURATE ESTIMATES
- ACCOMMODATE CONSTRUCTION IN A SAFE WAY
- FOCUS ON INCLUSIVITY & COMMUNITY
- BUILD A QUALITY, LONG-LASTING SPACE FOR JOHNSTOWN

PROJECT MANAGER



TYLER KAUL



11 YEARS IN CONSTRUCTION, 8 YEARS WITH FP

Tyler's work will begin with developing the project budget, providing value analysis, and consulting on constructability issues. Tyler will have direct responsibility for the daily construction operations including contract administration and coordination of subcontractors and supplies. He will maintain cost and quality controls.

EDUCATION

Bachelor of Science Construction Management, Colorado State University, Fort Collins, CO

CREDENTIALS

LEED Green Associate

Certified Quality Assurance Technician (CQAT Certified)

Storm Water Basic and Advanced Training

OSHA 10HR

CPR Certified

TIMNATH POLICE SERVICES

Timnath, Colorado. FP is currently partnered with the Town of Timnath in constructing their new Police Services facility. The project began with site selection work to find the ideal location. Now, a two-story Police Services office building is finishing construction to include sally ports, evidence rooms, processing, community and operational spaces. The 22,000 sf building will expand Timnath's police capabilities and house up to 20 officers.

LOCHBUJIE POLICE SERVICES & TOWN HALL

Lochbuie, Colorado. This free-standing facility is the new home for the city's administration and police services. The structure is a concrete slab-on-grade with a wood framed shell and metal panels, glass partition walls, stucco, and stone veneer. Interior trim includes native beetle-kill pine and voltaic panels line the roof. The project was funded through DOLA and is LEED Gold certified.

AIMS COMMUNITY COLLEGE STUDENT COMMONS

Greeley, Colorado. Aims Student Commons was an entire interior gut and renovation to provide an additional place for all student-generated activities and a student union building for the college. The Student Commons includes the college bookstore, cafeteria, the Learning Commons for quiet study space, student lounges, and center for diversity and inclusion.

FIRESTONE TOWN HALL

Firestone, Colorado. Constructed next to the Town's existing Police Services, the new Town Hall was built to accommodate the Town's growing need for service. The new building houses Town offices including: Administration, Finance, Human Resources, Planning & Development, Economic Development, Public Works and the Town Clerk's Office.

TOWN OF PARKER DISCOVERY PARK AND PLAZA

Parker, Colorado. Located adjacent to Parker's library, Discovery Park is 2 acre site that provides a unique destination for all ages. In the summer months, cool off in the interactive play fountain or enjoy a show performed on the outdoor stage. During the winter, there's a vibrant ice trail open seven days a week and fire pits to keep you warm.

WHY TYLER?

- Brings a unique understanding of both the preconstruction and construction phases
- Municipal Expert

SENIOR SUPERINTENDENT



RYAN TEDFORD



15 YEARS IN CONSTRUCTION, 9 YEARS WITH FP

Ryan will direct all of the field operations for the project. He will be responsible for the day-to-day control and coordination of all field forces and will monitor the project schedule daily working closely with the project manager to stay ahead of all activities. The overall quality of the project is his primary responsibility.

TIMNATH POLICE SERVICES

Timnath, Colorado. Partnering with the Town of Timnath to build their new Police Services building started with site selection work to find the ideal location. Then, a two story Police Services office building is finishing construction to include sally ports, evidence, processing, community and operational spaces. The 22,000 sf building will expand Timnath's police capabilities and house up to 20 officers.

ERIE POLICE DEPARTMENT AND MUNICIPAL COURT

Erie, Colorado. This new single story facility for the City of Erie will house both the municipal court and police operations. The police operations include administration, training, four holding cells, evidence storage, and a sally port for secure entry.

FIRESTONE TOWN HALL

Firestone, Colorado. Constructed next to the Town's existing Police Services, the new Town Hall was built to accommodate the Town's growing need for service. The new building houses Town offices including: Administration, Finance, Human Resources, Planning & Development, Economic Development, Public Works and the Town Clerk's Office.

ERIE TOWN HALL

Erie, Colorado. Fransen Pittman completed a full-scale interior and exterior refresh to this 1880s 2-story brick building. Currently being used by community members and public servants, the Town Hall remodel brightened interior spaces and created a better traffic flow for visitors and staff.

LONGMONT HIGH SCHOOL EXPANSION & RENOVATION

Longmont, Colorado. After years of deferred maintenance and a successful Bond Election, Longmont High School looked to expand their main entrance and cafeteria, remodel the existing library, add new classrooms, increase security, make HVAC improvements, and update ADA compliance. Additionally, a new learning commons and student services center were constructed and lighting improvements were made throughout the building.

EDUCATION

Bachelor of Science Construction Management, Colorado State University, Fort Collins, Colorado

CREDENTIALS

OSHA 30 HR

Certified Quality Assurance Technician (CQAT Certified)

Advanced Stormwater

WHY RYAN?

- Relevant Police Services experience
- Excellence in time management and schedule control
- Dedication to quality

PRECONSTRUCTION MANAGER

DEREK LEPORE



8 YEARS IN CONSTRUCTION, 8 YEARS WITH FP

During the preconstruction phase, Derek will work with the project manager to generate accurate cost estimates. He will complete quantity takeoffs, define the scope of work with the subcontractors and analyze different building systems for value engineering.

TIMNATH POLICE SERVICES

Timnath, Colorado. Partnering with the Town of Timnath to build their new Police Services building started with site selection work to find the ideal location. Then, a two story Police Services office building is finishing construction to include sally ports, evidence, processing, community and operational spaces. The 22,000 sf building will expand Timnath's police capabilities and house up to 20 officers.

ERIE POLICE DEPARTMENT AND MUNICIPAL COURT

Erie, Colorado. This new single story facility for the City of Erie will house both the municipal court and police operations. The police operations include administration, training, four holding cells, evidence storage, and a sally port for secure entry.

WINDSOR TOWN HALL

Windsor, Colorado. The Town Hall building, originally constructed in 1910, serves four floors, including the basement, and consists of approximately 29,700 square feet. The Town of Windsor planned interior renovations of their existing space to upgrade and improve the safety and security and workflow of the building.

ST. JOHN THE EVANGELIST

Loveland, Colorado. St. John the Evangelist was expanding service operations and needed additional space. An \$6.8M addition was constructed onto the existing building while the church remained open and operational.

VALLEY HIGH SCHOOL AND GILCREST ELEMENTARY

Gilcrest, Colorado. Weld County RE-1 completed interior renovations to both Gilcrest Elementary and Valley High School. Gilcrest Elementary renovations occurred while school was out of session, and Valley HS ran from summer to summer. Valley HS required technical shuffling of students and staff to keep construction operations separate while keeping the school open and safe.

PEAK TO PEAK CHARTER SCHOOL

Lafayette, Colorado. Peak to Peak is a public charter school offering education for grades K-12. FP constructed an expansion that encompassed three separate areas on the fully occupied campus. The additions included a new gymnasium and cafeteria, a two-story classroom addition for the middle school section and a two-story classroom addition for the high school area. FP also built a "Think Tank" with various study areas on the lower level and a college counseling and recruiting area on the upper level.

EDUCATION

BBA, Management Harding University

BBA, Marketing Harding University

CREDENTIALS

LEED Green Associate

CQAT

WHY DEREK?

- Derek is a quiet, focused individual who prefers research-based strategies
- Studies a subject in depth and approaches a problem with an organized, detail manner



PROJECT ESTIMATOR

COLTON DILLAVOU

14 YEARS IN CONSTRUCTION, 6 YEARS WITH FP

During the preconstruction phase, Colton will work with Tyler Kaul (Project Manager) to generate accurate cost estimates. He will complete quantity takeoffs, define the scope of work with the subcontractors and analyze different building systems for value engineering. Alongside the preconstruction team, he will maintain accurate trending logs and ensure your project receives best value.



PROJECT ENGINEER

GENESIS PRADO

3.5 YEARS IN CONSTRUCTION, 1.5 YEARS WITH FP

During preconstruction, Genesis will begin the municipal entitlement process to acquire the necessary permits. Once construction begins, she will assist with submittal approvals, Owner/Architect/Contractor meeting minutes, and all document coordination including posting all Requests for Information. Genesis will also assist with procuring long-lead items and coordinating subcontractor installation schedules as well as maintaining quality standards.



VICE PRESIDENT OF NORTHERN CO OPERATIONS

JOSH DAVIS

23 YEARS IN CONSTRUCTION, 23 YEARS WITH FP

Josh assumes primary responsibility for maintaining Fransen Pittman's standards during both the preconstruction and construction phases. He oversees all operations to ensure service efficiency, quality and cost-effective management of resources. Josh will be available anytime throughout the preconstruction and construction process.



GENERAL PROJECT SERVICES: SAFETY

Fransen Pittman’s Safety Program is **the best in the business**. Our efforts to work safely have given us the Gold Standard Pinnacle Circle of Safety Award for the past 7 years in a row. All of the policies laid out below are requirements across all Fransen Pittman jobsites.

- It starts with **thorough training** of all personnel onsite, which includes: OSHA 300, First Aid, AED and CPR training.
- Our Site Safety Director, Tim Taylor, is constantly tracking the latest technology, communicating common hazards to look for, or noticing overlooked hazards. Tim joins all projects in our Site Safety Audit program visiting and **auditing all jobsites regularly**, procuring and providing necessary safety supplies, and using technologies such as drone fly overs and our iAuditor app to give us **multiple perspectives of how the project can be made even safer**.
- Superintendents and Foreman also perform **regular safety audits** on the project, planning ahead for upcoming activities and ensuring the safety of students, staff and our personnel at all times.

We use multiple forms of documentation to communicate and track safety concerns. They include but are not limited to the following:

- **Method of Procedure** documents for utility shut downs. This document thoroughly assesses any and all possible impacts on day-to-day operations due to necessary utility shut downs. It also allows for communication and collaboration between maintenance employees, Westwood administration, subcontractors and any other necessary parties like security and communication experts.
- We utilize **Plan of the Day & Weekly Look Ahead** documents to coordinate where personnel are working and what they are doing on any given day. This prevents too many people from occupying the same areas, thus providing safer working conditions.
- **Job Hazard Analysis** documents are used any time there are elevated hazards associated with the work we are doing. They include a description of the task, the hazards associated with the task, and what sort of measures we are taking to protect people.

YEAR	EMR
2022	.62
2021	.65
2020	.67
2019	.64

Our EMR is no accident.



“ When I think of organizations that understand how safety must be an integral part of the process, this is the company that comes to mind first.

Trish Ennis, Executive Director of the Colorado Safety Association

We understand the intricacies that come with working on the Johnstown Police's site. We aim to mitigate the impact of construction on the surrounding high-traffic areas. We will develop a project specific Safety Plan to ensure safe operations 24/7 with minimal interruption to neighboring areas. The following steps will be taken to **ensure functional and operational coordination with Johnstown Police and Glenn A. Jones Memorial Library patrons for a safe and secure job site.**



Municipal sites require a higher level of site safety.

- Identify the project by type and location.
- Identify the safety roles of the project personnel.
- Post the Fransen Pittman "Job Site Safety Rules" at the entrance to the project.
- Create for all new workers/subcontractors to the site, a site specific safety/project orientation presentation, including any emergency procedures.



When working on tight sites, FP recognizes that the safety of the community is equally important to project success.

- Identify any portions/processes/work, especially high risk activities, on the project (GC or Subcontractor) that will require any special training/procedures/safety precautions. Then, create the individual plans to meet those needs.
- Identify any safety concerns that may affect the area surrounding your project and address them.
- Identify any needs for outside agencies (Fire, EMS, Police...).



Toolbox talks will brief all workers on safety concerns specific to the day's work, and prevent potential issues.

- Acquire all site specific Safety Manuals and MSDS/SDS information from Subcontractors.
- Develop procedures for site safety meeting, pre-task planning, and toolbox talks (frequency, specific topics, locations...).
- Post all site specific emergency phone numbers (site personnel and local authorities).
- Determine and post the site specific medical facilities (with maps and designated medical provider letter) for workers that may become injured.
- Determine and inform all workers of the location for the site first aid kit.
- Determine and stock all necessary personal protective equipment for the project.
- Determine and post the location of the "Muster Area" in case of an emergency.



All FP field personnel are trained in CPR and First Aid.

- Identify and post the information for the workers certified CPR and First Aid.
- Have available the forms necessary for reporting/investigate of any accident/incident/near misses on the project.

SUBCONTRACTORS

Below we present our possible subcontractors for your Police Station.

Electrical:

1. Gregory Electric - 3317 N Lincoln Ave, Loveland, CO 80538 – Works completed together: Aims Community College (Greeley, CO)
2. Merit Electric - 2590 Midpoint Dr, Fort Collins, CO 80525 – Works completed together: St John The Evangelist Church (Loveland, CO)
3. High Point West Electric - 80 Gateway Cir, Berthoud, CO 80513 – Works Complete together: Pullium Community Building (Loveland, CO) Erie Library (Erie,CO), Columbine Elementary (Longmont, CO), Our Lady of Valley (Windsor, CO)

Mechanical/Plumbing:

1. MountainAire Mechanical - 1415 E 58th Ave, Denver, CO 80216 – Works Completed together: Firestone Town Hall (Firestone, CO), High Plains Library Ault, (Ault, CO)
2. Mechanical Masters - 4217 E Vine Dr, Fort Collins, CO 80524 – Works Completed Together: Windsor Town Hall (Windsor, CO)
3. Air Comfort - 150 Rome Ct, Fort Collins, CO 80524 – Works completed Together: Windsor Town Hall (Windsor, CO)

Drywall/Framing:

1. Fossil Creek - 528 W 67th St, Loveland, CO 80538 – Works Completed Together: Erie Police (Erie, CO), Timnath Police (Timnath, CO), Firestone Town Hall (Firestone, CO)
2. Phase 2 Company - 216 Hemlock St, Fort Collins, CO 80524 – Works Completed Together: Pulliam Community Building (Loveland, CO) St John The Evangelist (Loveland, CO)

Roofing:

1. Front Range Roofing - 222 13th Ave, Greeley, CO 80631 – Works Completed Together: Aims Student Commons (Greeley, CO), Northern Plains Library (Ault, CO)
2. B&M Roofing - 3768 Eureka Way, Frederick, CO 80516 – Eric Police (Eric, CO), Firestone Town Hall (Firestone,CO) Pathways Hospice Care (Fort Collins, CO)

Earthwork/Utilities:

1. Dunrite Excavating - 5300 Longs Peak Rd, Berthoud, CO 80513 – Works Completed Together: Aims Community College (Greeley, CO), Pathways Hospice Care (Fort Collins, CO)
2. Martin & Sons Excavating - 4477 Greenfield Dr, Windsor, CO 80550 – Works Complete Together: St John the Evangelist (Loveland, CO), Longmont High School (Longmont, CO)

CONSTRUCTION: SEQUENCING AND SCHEDULING



PULL PLANNING

Pull planning is a collaborative approach to project scheduling that takes a reverse approach to sequencing. This involves gathering team members to identify and isolate key project milestones. From there, the team works backward to add all details and requirements.

Relevance:

Pull planning with all trade partners ensures the most efficient flow of work and gets the entire team bought into the sequence and durations. This facilitates commitment from subs.

PROCUREMENT

In today's market, we know that procurement is key to schedule control. Because of this, we keep a material matrix that is updated bi-monthly based on sub/supplier input. Because of our Cost Modeling Workshop, we are able to identify materials and equipment that need to be released prior to completion of 100% CDs but that are not at risk of being changed due to design refinement or building department review.

Relevance:

Our project team will utilize this material matrix during preconstruction to develop a procurement strategy and CPM schedule.

SCHEDULES

- The **Master Schedule** is a broad critical path method (CPM) for the entire project. We use Microsoft Project to develop the logic of the CPM network and then develop a simplified bar chart for distribution and straightforward understanding. This schedule is manpower loaded to track our labor requirements, and resource loaded to monitor subcontractor crew size.
- **Detailed Schedules** go into greater breakdowns on specific areas of the project. Resource leveling is done from this schedule.
- **Short-Term Schedules** normally cover a three-week time period and are prepared at the field level. They are updated weekly by the project superintendent and reviewed and distributed at the weekly on-site subcontractors' meetings. The short-term schedule, in concert with the master project schedule, is an agenda item in the weekly owner/architect/contractor meetings, (OAC Meetings). This short-term schedule is key to keeping the project moving forward.
- **Weekly snap shot schedules** that identify important milestones and dates when key decisions are needed from the owner's team.
- **1/3, 2/3 Schedule Review** is a day long internal schedule audit with upper management, field forces, and an outside scheduling consultant where we ask the Project Manager and Superintendent to demonstrate that the schedule is on track.
- Clear and consistent **communication with the owner** utilizing frequent face to face meetings as needed to keep the project moving efficiently – while at the same time respecting the busy schedules of owner committee.

Relevance:

Different schedule scopes ensure schedule control and adherence.

PULL PLANNING

Pull Planning promotes collaboration among subcontractors and ensures buy-in and manpower commitment.



PROCUREMENT

A material matrix helps our team to set decision dates, and make recommendations to the Owner and the Architect on procurement of long-lead delivery items.

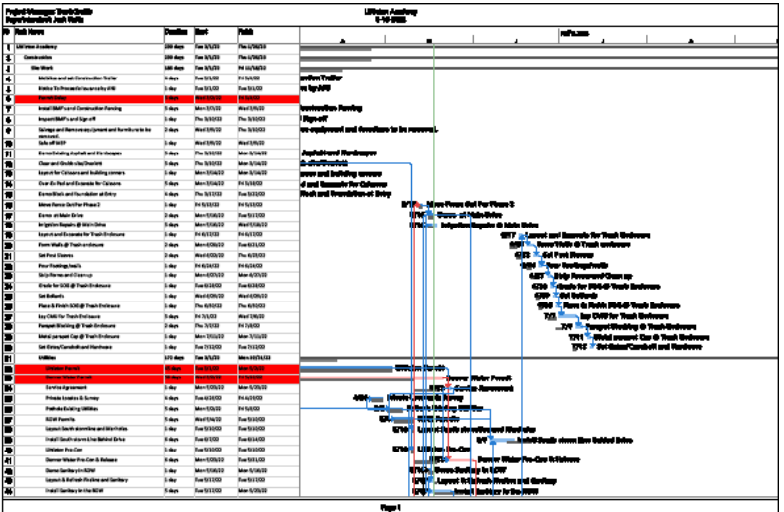
We update this matrix with input from subcontractors and suppliers frequently to manage the current supply chain.

Spec	Item	Status		Notes
		Today 8/30/2022	confirmed Unsure/Guess	
AUDIO VISUAL TEAM 1 (Gigapan)				Updated 8/30/2022
27	Chief Projector Mount (CMS492CP2+Accs)		7/7/2022	Received
27	Chief Projector Mount (PAC102B+Accs)		7/27/2022	Received
27	Chief Projector Mount (RLF2)		6/1/2022	Received
27	Chief Projector Mount (SYAUW)		8/19/2022	Received
27	Crestron Audio Amplifiers AMP1 (AMP-K75)		5/16/2022	Received
27	Da-Lite Projector Screen SCR11 (37567LS-94")		6/13/2022	Received
27	Da-Lite Projector Screen SCR21 (70189LS-109")		8/31/2022	stock with ACCU-TECH
27	Da-Lite Projector Screen SCR31 (375711S-113")		6/13/2022	Received
27	Panelcrafters Custom Plate (Science Only)		8/25/2022	Added in COB 05. Shipping next week. Arriving 8/25
27	QSC Audio Amplifiers AMP2 (SPA2-60)		7/21/2022	Received
27	QSC Audio Input ATX1 (Axiom BT1)		11/15/2022	Delayed to November
27	QSC Audio Input ARX1 (AXPio)		8/25/2022	Shipping 8/11. (1) shipped 8/9. Tentative arrival 8/25
AUDIO VISUAL TEAM 2 (High Country)				
27	Wireworld Projector Mount Box		8/12/2022	Picked up on 8/9.
27	Extron DSP DSP1 (DMP 44 LP LC)		8/19/2022	Received
27	Panasonic Projector PROJ2 (PT-VM260)		8/24/2022	Received last 2 6000 Watt projectors
27	QSC Wall Mount Touch Screen KP1 (TSC-50-G3)		9/23/2022	Received
27	Global Cache IP Control I/O Box (GC-100-12 OR GC7/NS/2SL/IR/RT)		8/23/2022	Received. Custom boxes to secure Global Cache device received 8/26.
LIGHTING TEAM 1 (Weiffeld)				
26	R1 Light Fixtures		8/26/2022	417 delivered. 320 to ship 8/24. Being staged with vendor now.
26	R2 Light Fixtures		8/26/2022	135 delivered. 9 to ship 8/24. ESD 8/26/22. Being staged with vendor now.
26	L1-4 Light Fixtures (Arts Only)		8/2/2022	Delivered
26	L1-8 Light Fixtures (Arts Only)		8/26/2022	Delayed to ship 8/24. ESD 8/26/22. Being staged with vendor now.
26	L3-4 Light Fixtures (Central and West Winter Break Work Only)		8/15/2022	Delayed to ship 8/24. ESD 8/15/22
26	P1 Light Fixtures (Arts Only)		8/24/2022	Delivered. Staging at vendor until Winter work.
26	Lighting Controls		10/13/2022	10/13 ship dates

SCHEDULES

Using different schedule scopes (CPM Master Schedule, 3 Week Look Ahead Schedules, and Weekly Snapshots) allows our team to identify critical dates and milestones and communicate them effectively to subcontractors.

Please see appendix section for examples of total and short-term project schedules.



GENERAL PROJECT SERVICES: TRACKING & DOCUMENTING

FP utilizes the construction softwares ProjectSight and iAuditor to track and report on budget, quality, and efficiency on a daily basis. Both digital tools are fully available to the Owner and Architect and their reports are shared with the project team during our weekly Owner/Architect/Contractor meetings.



What is ProjectSight?

A construction software to support teams in managing construction projects from a single-source. ProjectSight enables constant collaboration amongst project team members, ensuring everyone is updated on critical information and keeps the focus on the task at hand- delivering the project.

Providing:

- Budget and Cost Management
- Document Control from SD drawings to close-out
- Field Management



What is iAuditor?

A mobile-first application centered on quality control. iAuditor is an inspection management software that allows the project team capture consistent data, identify areas of improvement, and share reports amongst stakeholders.

Providing:

- Instantaneous observation reports
- Checklist / inspection uploads
- Assign follow-ups
- Generate custom quality reports
- View performance and trends

UTILIZATION OF TECHNOLOGY

Interior renovations often present challenges with plenum space/head room above the ceilings. To counteract potential issues, we use 3D Building Information Modeling (BIM) from start to finish to inform all decisions in the development of your project. This approach will be integral because it minimizes opportunities for error and keeps everyone on the same page. Structural, mechanical, plumbing, and electrical systems will all be explored in 3D. The use of BIM software brings all of the trades and drawings together in one model and offers details that 2D drawings can't.

When the project transitions to construction, our team continues to use this software in the field with our **full-time MEP engineer** to best inform your project and monitor quality installations.



REVIZTO BENEFITS:

- Helps identify issues before construction takes places.
- Dramatically reduces the amount of hours spent in the field coordinating mechanical system clashes.
- You can track issues in the 3D model as they arise and assign them to certain team members.
- 3D building and details can be viewed from an Ipad in the field.
- Better helps you understand complex areas of the building
- Helps with building schedules to better sequence different trades

BIM MODELING IN CONJUNCTION WITH REVIZTO:

- The actual products that will be installed are modeled with accurate dimensions.
- Clearances are modeled on equipment so that they are easily accessible for maintenance in the future.
- Isolation valves can be placed in convenient locations. Owners and the design team have time to look at the model and provide feedback on where valves are places.
- Mechanical equipment can be strategically placed to mitigate the need for access panels
- Trades can come in and install their piping, ductwork, and equipment exactly as the model shows, avoiding weeks worth of rerouting pipe and ductwork by trial and error.
- Keeps the ceiling heights as high as possible.



CONSTRUCTION: QUALITY ASSURANCE/CONTROL

PRECISION PLAN

Our team employs a comprehensive Precision Plan that kicks off your quality control. This plan outlines our expectations and objectives, creates a specific quality control plan for your project, and provides tools and resources to enforce quality. Construction quality depends on effective planning, coordination, communication, supervision and testing.

- **Plan for Quality** - Create a site-specific Quality Plan for the project
- **Do Quality Assurance** - Use Specifications, FP Quality Manual and SMATC2P forms to organize work
- **Check Quality** - Review Quality throughout the project with subcontractors, vendors and project team.
- **Act on Quality issues** - Track quality follow-up, successes and deficiencies
- **Report on Quality** - Closeout and document quality

CONSTRUCTABILITY REVIEW

Our team offers constructability reviews of design documents because we know that a comprehensive constructability review is vital to the success of any project and will make or break a schedule.

QUALITY ASSURANCE OBSERVATION

FP utilizes the QAO (Quality Assurance Observation) process for monitoring and assuring a high-quality outcome with minimal building and system issues throughout construction. The steps in our QAO process includes pre-installation conferences about the work plan, continual field observations, and reporting using the 7-step process of SMATC2P. An action item log with weekly updates is used for accurate and current tracking of unresolved or unacceptable installations.

Relevance:

A custom Quality Plan is distributed to all project stakeholders communicating jobsite expectations and procedures.

Relevance:

We will facilitate a comprehensive survey of the existing buildings and systems infrastructure to understand the current location of systems. This process best determines how to tie in new equipment and utilities and identifies strategies where we can cut time out of the schedule by maximizing efficiencies of systems.

Relevance:

Daily QAO reports ensure that the right materials are on site and being installed correctly per specifications.

PRECISION PLAN

Through our Precision Plan, we will create specific criteria regarding material installation and care to ensure the highest quality control. Our team will assign specific assignments to team members to ensure the careful coordination of materials and labor.

Contents

- 1. Introduction..... 4
- 2. FP’s Project Excellence Mission Statement..... 4
- 3. Quality Planning Process 4
 - 3.1. Plan for Quality 5
 - 3.1.1. Identify critical or high-risk areas of the project..... 5
 - 3.1.2. Create an Inspection and Testing Plan..... 5
 - 3.1.3. Document Existing Conditions 6
 - 3.1.4. Set Quality expectations..... 6
 - 3.2. Do Quality Assurance..... 6
 - 3.2.1. Create SMATC2P form..... 7
 - 3.2.2. Review FP Quality Manual..... 7
 - 3.3. Check Quality..... 7
 - 3.3.1. Quality Assurance Observations 8
 - 3.3.2. Log Inspection and Test Plan completion..... 8
 - 3.3.3. Review Quality progress and expectations..... 8
 - 3.4. Action Quality issues..... 8
 - 3.4.1. QAO Action Log..... 8
 - 3.5. Report on Quality..... 9
- 4. Responsibilities..... 9
- 5. Attachments 12
 - 5.1. Inspection and Test Plan Template..... 13
 - 5.2. SMATC2P Definition..... 14
 - 5.3. SMATC2P Template – MS Word 15
 - 5.4. SMATC2P Observation Template – iAuditor..... 16
 - 5.5. FLAPSET Definition..... 17
 - 5.6. FLAPSET Observation Template – iAuditor..... 18
 - 5.7. QAO Action Log Example..... 20
 - 5.8. General Observation Template – iAuditor..... 21

CONSTRUCTABILITY REVIEW

Early in design/preconstruction our entire team reviews the drawings and specifications as they are being prepared, and recommend alternate solutions whenever design details affect budget, schedule, constructability, and consistency with local and traditional trade practice.



Constructability Review Checklist

Project Name: Indian Peaks Medical Center

#	Sheet #	Detail #	Constructability Review Items	Comments / Suggestions
001	C210	N/A	Is there a need for a lobby?	See graphics for review for cost & better to reduce number of stairs?
002	C210	N/A	More regarding meeting utility will be provided from FP scope	Information only
003	A3.00	N/A	Will a steel barrier be required within cover space? If so, trench detail will have to transfer and cause layout issues with traffic.	Information only
004	C100	N/A	Height grades need to be 3/8" or greater to maintain warranty	Information only
005	C250	N/A	Areas indicating temporary sand can use other methods to maintain erosion	Expose surface roughening instead. Area will be under construction and landscaping.
006	C310P101	N/A	Is there a way to route the Sanitary from the adjacent interceptor beneath building and tie the building Sanitary into a "man" line and shorten length of sanitary sewer?	
007	C000	Redwork	Will suspended slabs be needed or framed at this location?	
008	L100	N/A	Determine where irrigation tap will be located, and power in elec. closets	
009	A3.01	N/A	For concrete wall at entry entry, how will it be supported?	Support slabs on CHU? Steel plate is not recommended due to potential staining
010	A3.02/P301	N/A	How are select and the steel doors routed to the storm sewer? Or are they tied into the storm sewer? Will there be lambda longspan for DO? Have the walls in the rooms below take into account the steel?	
011	A3.02/P301	N/A	Is there a potential conflict with the R100 over the court house? Are walls wide enough to accommodate R100/DTA below?	
012	A4.01	N/A	Will steel @ rain room need modification or expansion?	
013	A6.10	N/A	Detail at bottom of RTU screen appears to be a potential leak problem due to wall. Can it be raised? FP has had numerous issues with steel posts penetrating roofing and walls.	
014	M101	N/A	Will air unit located in Mech/Elec be enough to keep temperature above freezing?	
015	M101	N/A	Provisions for mixed space ventilation?	
016	M101/E2.01	N/A	Appears further coordination is needed for the Mech/Electrical Room. May be an issue with some walls of adjacent rooms. Insulated	
017	M101	L1/A201	Will new floor drain be enough in the garage? - drain from garage?	
018	P201	N/A	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
019	E2.01	A2/E2.01	One wall slab, required in the garage?	
020	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
021	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
022	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
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024	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
025	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
026	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	
027	E2.01	E2.01	Will there be an issue with storm sewer being run underneath gasoline, transformer and generator? Power companies generally do not accept lines running underneath their equipment.	

QAO REPORT

When a member of FP’s project team, owner, architects, subcontractors, vendors and FP management notes a non-conformance installation of the item in question will not continue until the non-conforming work has been corrected and conforms with the requirements of the contract documents.

Non-conforming items are described on a QAO Action Log and tracked weekly.

The FP team conducts daily QAO walks and documentation.



QAO ACTION LOG

Closed
Pending
Open

#	Item Ref.	Company	Date Opened	Field Observation	Action Taken/Corrections	Open	Date Due	Date Closed
1	7.01	HCM	1/8/19		Action has been resolved. See Observation Report #	Closed	1/28/19	
2	7.01 cont'd	HCM	1/15/19		2/1/21: Discussed all items above. Material will be used in lieu of grout and will review on section on the building for an in place mock up and team will request photos of install around the perimeter during install. Design team will also be reviewing joints on building. Brick had been power washed, but was still wet so did not review mortar colors. Item closed.	Closed	1/28/19	
3	8.02	HCM	1/22/19		8/28 given direction to use grout. Better gasket was installed. Item closed.	Closed	2/11/19	
4	Photo 9	Cummings	4/1/19		1/1/20 removed the steel plate	Closed		
5	Photo 10	Cummings	4/1/19		Waterproofing install over diamond pour backs we have pictures to prove it	Closed		
6	Photo 11	Cummings	4/1/19		Design team to respond	Closed		
7	Photo 11	Cummings	4/1/19		Design team to ultimately respond to these issues	Closed		
8	Photo 13	Cummings	4/1/19		This issue was closed during our oac. The Architect outlined that our current installation was acceptable. The head and joints of the HM frames were sprayed before the mason came in.	Closed		
9	12.01	HCM	6/19/19		6/26/26: Team reviewed a new option via submittal review. We will review as in place mock-up on the building. We can close this item.	Closed		
10	12.06	HCM	6/19/19		6/26/26: This has been shifted to clear the display case.	Closed		
11	12.08	HCM	6/19/19		6/26/26: Decking has been ordered.	Closed		
12	12.05	HCM	6/19/19		6/27/27: New decking has been installed.	Closed		
13	7	JAN	7/1/19		Brick was removed and fixed.	Closed		
14	Hot Steel Detail	Ground	7/10/19		Sealant was washed out.	Closed		
15					SHOULD BE INSPECTED open discrepancy will item #9 and found missing connections to be installed at remaining locations, this item is now closed	Closed		

FINANCIAL STATEMENT

Please see separate email submission of financial statement from our Chief Financial Officer, Marc Groen.





**BONDING
CAPACITY OF
\$300,00,000**

Re: Fransen-Pittman Construction Co., Inc. – Surety Reference Letter

To Whom It May Concern.

It has been our privilege to provide bonds for Fransen-Pittman through Travelers Casualty and Surety Company of America, who has an A.M. Best rating of “A++” (Superior) “XV” and are listed in the Department of Treasury’s Listing of Approved Sureties. Fransen-Pittman has a single bonding capacity of \$150,000,000 with an aggregate bonding capacity of \$300,000,000. They have \$200,000,000 of that capacity available. Fransen-Pittman has an outstanding reputation with project owners, architects, subcontractors and suppliers and it is our opinion that Fransen-Pittman is well qualified to perform any project they wish to pursue.

We are in a position to issue 100% performance/payment bonds on behalf of Fransen-Pittman Construction should they be required, subject to favorable review of the contract documents, and normal underwriting requirements at the time of the request. The arrangement for Performance and Payment Bonds is a matter between Fransen-Pittman Construction Co., Inc. and Travelers Casualty and Surety Company of America, and neither the surety nor the agent assumes any liability to you or third parties if for any reason said bonds are not written. This letter is an indication only and not a commitment to provide bonding.

If you have any questions or need any additional information, please do not hesitate to contact me at 720-622-8357.

Sincerely,

Sarah Brown
Surety Service Advisor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2022

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

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

PRODUCER Holmes Murphy & Associates - CO 7600 East Orchard Road, Suite 230 South Greenwood Village, CO 80111	1-844-484-7750 CONTACT NAME: Nick Brown PHONE (A/C No, Ext): 720-458-5770 FAX (A/C, No): E-MAIL ADDRESS: nbrown@holmesmurphy.com
INSURED Fransen-Pittman Construction Co., Inc. 9563 S Kingston Court, Ste 200 Englewood, CO 80112	INSURER(S) AFFORDING COVERAGE INSURER A: PHOENIX INS CO 25623 INSURER B: TRAVELERS PROP CAS CO OF AMER 25674 INSURER C: PINNACOL ASSUR 41190 INSURER D: INDIAN HARBOR INS CO 36940 INSURER E: ATLANTIC SPECIALTY INS CO 27154 INSURER F:

COVERAGES CERTIFICATE NUMBER: 66265086 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			CO3S639628	08/01/22	08/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> Auto			8103S637611	08/01/22	08/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3S640025	08/01/22	08/01/23	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4046117	08/01/22	08/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liability			CEO744670006	08/01/22	08/01/23	\$5,000,000 Limit Ded: 50,000
D	Pollution Liability			CEO744670006	08/01/22	08/01/23	\$5,000,000 Limit Ded: 50,000
E	Blanket Builders Risk			7100373080005	08/01/22	08/01/23	\$30M Jobsite Frame: 5M

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

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)
lvaldesco
66265086

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REFERENCES

Project(s) Name	Owner Contact Info
<p>Timnath Police Services Josh Davis-Project Executive Tyler Kaul-Project Manager Ryan Tedford-Superintendent Derek LePore-Preconstruction Genesis Prado-Project Engineer</p>	<p>Terry Jones Chief of Police (970) 224-3211</p> <p>Jeff Jensen Jensen Laplante Development (970) 227-0622 jeff@jensenlaplante.com</p>
<p>Erie Police and Municipal Court Ryan Tedford-Superintendent Derek LePore-Preconstruction</p>	<p>Kim Stewart Chief of Police (303) 926-2811 kstewart@erieco.gov</p> <p>Joni Fournier Artaic Group (617) 899-9422 joni.fournier@artaicgroup.com</p>
<p>Firestone Town Hall Erie Police and Municipal Court Erie Town Hall Ryan Tedford-Superintendent (on all three projects)</p>	<p>Raelynn Ferrara Special Project & Facilities Division Manager 303-960-8706 RFerrera@FirestoneCO.gov (Raelynn moved from Town of Erie to Town of Firestone)</p>



TIMNATH POLICE SERVICES

TOWN OF TIMNATH



FACTS + FIGURES

PROJECT SIZE
22,000 SF | \$11.6M

SERVICE DELIVERY
CMAR

KEY STAFF INVOLVED
Project Executive: Josh Davis
Project Manager: Tyler Kaul
Superintendent: Ryan Tedford
Preconstruction: Derek LePore
Project Engineer: Genesis Prado

CONSTRUCTION TIMELINE
9/8/21 - 11/18/22

OWNER CONTACT
Terry Jones, Chief of Police
(970) 224-3211

ARCHITECT
Alm2s
Shaun Moscrip / Kala Bailor
(970) 223-1820

KEY RELEVANCIES

- POLICE SERVICES
- SAME PROJECT TEAM
- NORTHERN COLORADO
- RECENT CONSTRUCTION

PROJECT DESCRIPTION:

Fransen Pittman’s partnership with the Town of Timnath and Timnath Police began with site selection. After ample collaboration, the team determined the ideal location for the Town’s new Police Services was east of the existing Timnath Town Hall and began construction in the Fall of 2021. The new, two-story building will mark a permanent home for the growing department. Timnath Police employs 20 full-time officers. Motivated by a focus on safety and community, the new facility will feature: a processing and short-term holding area, secure evidence storage space, a patrol briefing area and community safe zone.



ERIE POLICE & MUNICIPAL COURT

TOWN OF ERIE



FACTS + FIGURES

PROJECT SIZE

17,734 SF | \$6.3M

SERVICE DELIVERY

CMAR

KEY STAFF INVOLVED

Project Manager: Dan Sullivan

Superintendent: Ryan Tedford

Preconstruction: Derek LePore

CONSTRUCTION TIMELINE

9/12/14 - 8/9/15

OWNER CONTACT

Kim Stewart, Chief of Police

(303) 926-2811

kstewart@erieco.gov

ARCHITECT

Herb Roth, Roth Sheppard,

(303) 534-7007



PROJECT DESCRIPTION:

This single story facility for the City of Erie houses both the municipal court and police operations. The police operations include administration, training, four holding cells, evidence storage, and a sallyport for secure entry. The foundation is a soil stabilization system with geo-piers to avoid a 28 foot over-excavation structural requirement. Finishes include painted tilt-up panels, trex siding, metal panels, and storefront glazing.

KEY RELEVANCIES

- POLICE SERVICES
- NORTHERN COLORADO
- RYAN AND DEREK ON THE PROJECT TEAM

TOWN OF LOCHBUIE

LOCHBUIE POLICE SERVICES & TOWN HALL

PROJECT DESCRIPTION:

This free standing facility is the newest home for the town's administration, police services with a fully enclosed Sally Port, medication take-back kiosk, utility billing, and community room. The structure is a concrete slab-on-grade with a wood framed shell and metal panels, Nana Wall, stucco, and stone veneer. Interior trim includes native beetle-kill pine and photovoltaic panels line the roof. The project was funded through DOLA and is LEED Gold certified.



FACTS+FIGURES:

PROJECT SIZE
9,120 SF | \$3.1M

SERVICE DELIVERY
CMAR

KEY STAFF INVOLVED
Project Manager: Justin Clark
Superintendent: Will Langhorne
Preconstruction: Jed Risser

CONSTRUCTION TIMELINE
04/2016-12/2016

OWNER CONTACT
Steve Stamey, Town Administrator,
sstamey@lochbuie.org
(303) 655-9308

ARCHITECT
Architecture West,
Steve Steinbicker,
steve@architecturewestllc.com
(970) 207-0424



KEY RELEVANCIES

- POLICE SERVICES
- NORTHERN COLORADO



TIMNATH POLICE DEPARTMENT

To whom it may concern – Letter of Reference

On behalf of the Timnath Police Department, please accept this Letter of Reference for the Fransen Pittman Construction Company, 522 Main Street, Windsor, Colorado. It has been our distinct pleasure to work with this outstanding company for the better part of 2022.

The Timnath Police Department was authorized by its voters and Town Council to build a new police station.

Since the very first presentation by the Fransen Pittman organization, they were professional, knowledgeable, engaging and extremely down to earth. The company representatives provided exceptional insight as to what the project would entail. Fransen Pittman was the company selected to carry out the project in a very competitive process. They were selected above all other well established construction companies. Fransen Pittman has delivered on all aspects of the project.

Once the construction process was initiated, Fransen Pittman representatives, solicited information to ensure that all our needs were met. Initially, this was accomplished by scheduled meetings at their main office in Windsor. As the project took off, the meetings were held at the construction site. **The attention to detail is something to be commented upon. Their company tag line is "Expect Precision". That precision is what they deliver.** Because of their expertise and familiarity with the construction of police related buildings, they anticipated many nuances that a building of that nature would require.

Every step of the process was explained to Town Staff and members of the police team that were associated with the project. At the meetings all questions, no matter how basic were addressed and answered. The entire project was a professionally organized operation.

The new police station is in the final phase of construction, we are on budget and on schedule (if not a little ahead). This entire process with Fransen Pittman, can be described as first class and Timnath was fortunate to work with outstanding individuals and a tremendously accomplished company.

Terry Jones

A blue ink handwritten signature of Terry Jones, consisting of a stylized 'T' and 'J' followed by a flourish.

Chief of Police
Timnath Police Department

Timnath Police Department ♦ 4800 Goodman Street ♦ Timnath, CO 80547 ♦ 970-224-3211



APPENDIX



Johnstown Police Department Renovaton & Expansion
Concept Design RFP

ESTIMATE DATE: 07/14/23
 BUILDING AREA IN SQ FT: 12580
 DRAWINGS PREPARED BY: D2C
 DRAWINGS ARE DATED: 5/12/2021

DIV NO	DIVISION RECAP	DIVISION TOTAL	\$ PER S.F.	% OF TTL
00	General Conditions	512,576	\$40.75	8.7%
01 02 31 32 33 34	General Requirements, Existing Conditions, Site Work	754,352	\$59.96	12.8%
03	Concrete	168,396	\$13.39	2.9%
04	Masonry	287,705	\$22.87	4.9%
05	Metals	182,500	\$14.51	3.1%
06	Carpentry	139,385	\$11.08	2.4%
07	Moisture Protection	290,651	\$23.10	4.9%
08	Doors, Windows & Glass	198,750	\$15.80	3.4%
09	Finishes	640,975	\$50.95	10.9%
10	Specialties	303,165	\$24.10	5.1%
11	Equipment	22,500	\$1.79	0.4%
12	Furnishings	3,000	\$0.24	0.1%
13	Special Construction	0	\$0.00	0.0%
14	Conveying Systems	0	\$0.00	0.0%
21 22 23	Mechanical	909,997	\$72.34	15.4%
26 27 28	Electrical & Low Voltage	588,670	\$46.79	10.0%
DIRECT COST		5,002,622	\$397.66	84.76%
State & Local Tax		30,542	\$2.43	0.52%
Use Tax Clarification		By Owner		
Permit & Plan Review Fee LS		27,151	\$2.16	0.46%
Project Fee 1.85%		109,187	\$8.68	1.85%
Construction Contingency 3.00%		177,060	\$14.07	3.00%
Bidding and Buyout Contingency 3.00%		177,060	\$14.07	3.00%
Liability Insurance 1.40%		82,923	\$6.59	1.40%
Builder's Risk Insurance 0.07%		4,108	\$0.33	0.07%
Project Escalation 4.00%		236,080	\$18.77	4.00%
Preconstruction Fee 0.25%		14,755	\$1.17	0.25%
Performance and Payment Bond (Assumes 1 Year) LS		40,502	\$3.22	0.69%
TOTAL COST		\$5,901,988	\$469.16	100.0%

ADD ALTERNATES PER DRAWINGS:

New Police Department Access as shown on A-021	\$62,055.86
New Carport Canopy on West side parking Lot (Assumes 10 Parking Spaces or 2000 SF)	\$116,966.94
New Carport Canopy on Sally Port/New Addition (Assumes 1300 SF)	\$76,748.75
Provide New Evidence Locker per Add#2 Q&A (Assumes 3 EA)	\$17,285.75

VOLUNTARY ADD ALTERNATES

Provide new fire line from CR 17 to support a wet fire sprinkler system. Pricing Assumes an NFPA 13 Wet System. \$50,000 allowance for dry system at evidence	\$229,514.49
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Division 00 General Conditions

Item Code	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
01 10 00 ADMINISTRATIVE REQUIREMENTS						
01 11 01	Superintendent	43	Wks	241,669	\$19.21	4.0947%
01 11 03	Foreman - In Cost of Work as Required		Clarification	In Div. 02-16		
01 11 06	Project Engineer	17.33	Wks	69,924	\$5.56	1.1847%
01 11 07	Project Coordinator	14.44	Wks	30,840	\$2.45	0.5225%
01 11 13	Field Engineer - In Cost of Work as Required		Clarification	In Div. 02-16		
01 11 00	Project Manager	21.67	Wks	117,585	\$9.35	1.9923%
01 12 00 FIELD OFFICE EXPENSES						
01 12 01	Courier	43	Wks	2,167	\$0.17	0.0%
01 12 02	Reproductions/Reprographics	43	Wks	2,167	\$0.17	0.0%
01 12 03	Progress photographs		Clarification	By Superintendent		
01 12 04	Field Office Equipment	43	Wks	3,250	\$0.26	0.1%
01 12 05	Field Office Supplies	43	Wks	3,250	\$0.26	0.1%
01 12 06	Textura	1	LS	3,400	\$0.27	0.1%
01 15 00 INSURANCE - Shown on Summary Page Based on Total Project Value						
01 21 00, 01 22 00 TEMPORARY FACILITIES						
01 21 01	Jobsite telephone/Sup. Cell phone/Radios	10	Mo	3,002	\$0.24	0.1%
01 21 02	Electrical, Gas, Water Consumption Costs By Owner		Clarification	By Owner		
01 21 03	Temporary Water		Clarification	By Owner		
01 21 04	Portable chemical toilets	10	Mo	2,151	\$0.17	0.0%
01 22 01	Office trailer	10	Mo	26,018	\$2.07	0.4%
01 22 05	Temporary storage	10	Mo	4,503	\$0.36	0.1%
01 22 07	Safety supplies/First Aid	10	Mo	1,501	\$0.12	0.0%
01 22 08	Water, ice and cups	10	Mo	1,151	\$0.09	0.0%
DIVISION 1 TOTALS				512,576	\$40.75	8.7%

Item #5.

Division 2 Site Work

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
02 32 00 Geotechnical Investigation						
1	By Owner		Clarification	By Owner		
02 32 00	Geotechnical Investigation			0	\$0.00	0.0%
02 25 10 Site Basic Means & Materials						
1	Temporary Construction Fence	500	LF	10,000	\$0.79	0.2%
2	Laydown/Staging Area	1	LS	15,000	\$1.19	0.3%
02 25 10	Site Basic Means & Materials			25,000	\$1.99	0.4%
02 41 19 Selective Structure Demolition						
1	Selective Structure Demolition Pkg	1	LS	72,000	\$5.72	1.2%
02 41 19	Selective Structure Demolition			72,000	\$5.72	1.2%
31 00 00 Earthwork						
1	Earthwork Pkg	1	LS	35,000	\$2.78	0.6%
2	Site Clearing and Demo	1	LS	14,432	\$1.15	0.2%
3	Tree Demo	3	EA	1,350	\$0.11	0.0%
4	Erosion Control Install	1	LS	11,075	\$0.88	0.2%
5	Building Excavation and Backfill	1	LS	25,750	\$2.05	0.4%
6	4" underslab gravel	2,564	SF	4,102	\$0.33	0.1%
7	Structural Fill Import - Foundations and Slab	250	SF	22,500	\$1.79	0.4%
8	Recondition on site soils below Site Paving	825	CY	8,250	\$0.66	0.1%
9	Finish Grade Subgrade	1	LS	3,250	\$0.26	0.1%
31 00 00	Earthwork			125,709	\$9.99	2.1%
31 10 00 Survey - Site						
1	Survey	1	LS	34,641	\$2.75	0.6%
31 10 00	Survey - Site			34,641	\$2.75	0.6%
31 11 00 Site - Civil						
1	Point Calcs			0	\$0.00	0.0%
2	Civil Design Coordination	1	LS	19,795	\$1.57	0.3%
31 11 00	Site - Civil			19,795	\$1.57	0.3%
31 23 19 Dewatering						
1	Not Included - Temporary and Permenant Systems		Clarification	Not Included		
31 23 19	Dewatering			0	\$0.00	0.0%
31 25 00 Erosion/Sedimentation Control (SWMP)						
1	Erosion/Sedimentation Control (SWMP)	43	Wks	44,697	\$3.55	0.8%
8	Remove Erosion Control	1	LS	3,500	\$0.28	0.1%
31 25 00	Erosion/Sedimentation Control (SWMP)			48,197	\$3.83	0.8%
32 12 00 Asphalt Paving						
1	Asphalt Paving Pkg - Includes Secure Area West Side of Site	964	SY	45,308	\$3.60	0.8%
2	Subgrade Prep, Utility Manhole Adjustments	1	LS	11,575	\$0.92	0.2%
32 12 00	Asphalt Paving			56,883	\$4.52	1.0%
32 13 13 Site Concrete Material						
1	Site Concrete	1	LS	20,000	\$1.59	0.3%
2	6" Pedestrian Sidewalks	649	SF	6,490	\$0.52	0.1%
3	Curb & Gutter	399	LF	11,979	\$0.95	0.2%
32 13 13	Site Concrete Material			38,469	\$3.06	0.7%
32 31 00 Fences & Gates						
1	Tool Supply Storage Chain Link Fence	35	LF	4,550	\$0.36	0.1%
2	Security Fence	226	LF	42,893	\$3.41	0.7%
32 31 00	Fences & Gates			47,443	\$3.77	0.8%
32 32 00 Retaining Walls						
1	Retaining Walls South Side of Training Room - Assume Modular Block to match existing	250	SF	17,500	\$1.39	0.3%
32 32 00	Retaining Walls			17,500	\$1.39	0.3%
32 90 00 Landscaping & Irrigation						
1	Landscape and Irrigation Pkg	1	LS	15,000	\$1.19	0.3%
2	Landscaped Area at \$3/SF	4,500	SF	15,750	\$1.25	0.3%
3	Irrigation	1	Allowance	3,500	\$0.28	0.1%
32 90 00	Landscaping & Irrigation			34,250	\$2.72	0.6%
12 93 00 Site Furnishings						
1	Site Furnishings		Clarification	Not Included		
12 93 00	Site Furnishings			0	\$0.00	0.0%
33 10 00 Utilities						
1	Fire Line		Clarification	See Alternate		

270

Division 2 Site Work								
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL		
2	Sanitary Sewer		Clarification	Not Included				
3	Domestic Water		Clarification	Not Included				
4	Storm Sewer (Drainage for additions)	1	Allowance	85,000	\$6.76	1.4%		
33 10 00	Utilities			85,000	\$6.76	1.4%		
33 90 00 Sewer Line Intersection/Camera								
1	Inspect New & Existing Sewer Lines	1	LS	2,000	\$0.16	0.0%		
33 90 00	Sewer Line Intersection/Camera			2,000	\$0.16	0.0%		
02 99 01 General Requirements								
1	Final Clean	12,580	SF	12,580	\$1.00	0.2%		
3	Daily Clean - Laborer	400	Hrs	31,885	\$2.53	0.5%		
4	Forklift	1	LS	25,000	\$1.99	0.4%		
5	Trash Dumpster	30	EA	10,500	\$0.83	0.2%		
6	Small Tools Gangbox	1	LS	17,500	\$1.39	0.3%		
02 99 01	General Requirements			97,465	\$7.75	1.7%		
02 99 02 Material Handling								
1	Material Handling	1	LS	0	\$0.00	0.0%		
02 99 02	Material Handling			0	\$0.00	0.0%		
02 99 03 Wind and Weather Protection Allowance								
1	Wind and Weather Protection Allowance	1	Allowance	50,000	\$3.97	0.8%		
02 99 03	Wind and Weather Protection Allowance			50,000	\$3.97	0.8%		
DIVISION 2 TOTALS				754,352	\$59.96	12.8%		

Division 3 Concrete								
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL		
03 35 10 Building Concrete								
1	Evidence/Process Addition							
2	Continuous Footings	24	CY	29,040	\$2.31	0.5%		
3	Stem Walls	21	CY	20,900	\$1.66	0.4%		
4	Pad Footings	8	EA	14,000	\$1.11	0.2%		
5	Slab On Grade	2,398	SF	23,980	\$1.91	0.4%		
6	Community Training Addition							
7	Continuous Footings	17	CY	19,800	\$1.57	0.3%		
8	Stem Walls	12	CY	12,100	\$0.96	0.2%		
9	Pad Footings	8	EA	13,760	\$1.09	0.2%		
10	Slab On Grade	1,382	SF	13,816	\$1.10	0.2%		
11	Existing Slab Repair/Replacement	1,500	SF	21,000	\$1.67	0.4%		
03 35 10	Building Concrete			168,396	\$13.39	2.9%		
DIVISION 3 TOTALS				168,396	\$13.39	2.9%		

Division 4 Masonry								
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL		
04 20 00 Unit Masonry								
1	Structural CMU - Evidence/Processing	2,885	SF	95,205	\$7.57	1.6%		
2	Interior CMU Walls & Infills	2,775	SF	72,150	\$5.74	1.2%		
3	Masonry Veneer (Evidence & Training)	2,360	SF	120,350	\$9.57	2.0%		
04 20 00	Unit Masonry			287,705	\$22.87	4.9%		
DIVISION 4 TOTALS				287,705	\$22.87	4.9%		

Division 5 Steel

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
05 12 00 Structural Steel						
1	Structural Steel Pkg.	1	LS	60,000	\$4.77	1.0%
2	Property/Evidence Addition	1	LS	74,300	\$5.91	1.3%
3	Community/Training Addition	1	LS	48,200	\$3.83	0.8%
05 12 00	Structural Steel			182,500	\$14.51	3.1%
DIVISION 5 TOTALS				182,500	\$14.51	3.1%

Division 6 Woods & Plastics

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
06 10 00 Rough Carpentry						
1	Rough Carpentry	1	LS	43,135	\$3.43	0.7%
06 10 00	Rough Carpentry			43,135	\$3.43	0.7%
06 40 00 Finish Carp/Arch Woodwork						
1	Cabinetry & Millwork Pkg	1	LS	96,250	\$7.65	1.6%
2	PLAM Cabinets and SS Tops		Clarificat	Included		
3	SS Window Sills		Clarificat	Included		
4	Wood Base Lobby		Clarificat	Included		
06 40 00	Finish Carp/Arch Woodwork			96,250	\$7.65	1.6%
DIVISION 6 TOTALS				139,385	\$11.08	2.4%

Division 7 Thermal & Moisture Protection

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
07 10 00 Dampproofing & Waterproofing						
1	Dampproofing Pkg	1	LS	6,000	\$0.48	0.1%
07 10 00	Dampproofing & Waterproofing			6,000	\$0.48	0.1%
07 21 00 Thermal Insulation						
1	Thermal Insulation	5,125	SF	76,875	\$6.11	1.3%
07 21 00	Thermal Insulation			76,875	\$6.11	1.3%
07 24 00 Exterior Insulation/Finish Systems (EIFS)						
1	Stucco	1,564	SF	25,806	\$2.05	0.4%
07 24 00	Exterior Insulation/Finish Systems (EIFS)			25,806	\$2.05	0.4%
07 41 13 Metal Roof Panels						
1	Standing Seam Metal Roof - 24 Ga	2,843	SF	113,720	\$9.04	1.9%
07 41 13	Metal Roof Panels			113,720	\$9.04	1.9%
07 50 00 Flat Roofing						
1	Membrane Roof - Additions	1	LS	36,000	\$2.86	0.6%
2	Roof Patches	5	EA	4,250	\$0.34	0.1%
3	Existing Roof Remove and replacement		Clarification	Not Included		
07 50 00	Flat Roofing			40,250	\$3.20	0.7%
07 62 00 Sheet Metal Flashing and Trim						
1	Sheet Metal Flashing and Trim	1	LS	17,000	\$1.35	0.3%
07 62 00	Sheet Metal Flashing and Trim			17,000	\$1.35	0.3%
07 92 00 Joint Sealers						
1	Building & Joint Sealants Pkg	1	LS	4,500	\$0.36	0.1%
07 92 00	Joint Sealers			4,500	\$0.36	0.1%
07 95 00 Expansion Control						
1	Expansion Joint Cover Assemblies	1	LS	6,500	\$0.52	0.1%
07 95 00	Expansion Control			6,500	\$0.52	0.1%
DIVISION 7 TOTALS				290,651	\$23.10	4.9%

Item #5.

Division 8 Doors & Windows							\$ PER S.F.	% OF TTL
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL				
08 10 00 Doors & Frames								
1	Doors & Hardware Pkg	1	LS	51,000		\$4.05	0.9%	
2	Installation	1	LS	8,500		\$0.68	0.1%	
08 10 00	Doors & Frames			59,500		\$4.73	1.0%	
08 33 23 OH Coiling Doors/Grilles								
1	Overhead Door Pkg - Sally Port	1	LS	19,500		\$1.55	0.3%	
2	Counter Coiling Doors - Records	1	LS	17,000		\$1.35	0.3%	
08 33 23	OH Coiling Doors/Grilles			36,500		\$2.90	0.6%	
08 41 13 Entrances & Storefronts								
1	Wood Clad Aluminum Windows	1	LS	31,250		\$2.48	0.5%	
2	Storefront Doors and hardware	1	LS	18,000		\$1.43	0.3%	
08 41 13	Entrances & Storefronts			49,250		\$3.91	0.8%	
08 80 00 Glazing								
1	Sidelites	1	LS	13,500		\$1.07	0.2%	
2	Reception Glazing	1	LS	40,000		\$3.18	0.7%	
08 80 00	Glazing			53,500		\$4.25	0.9%	
				DIVISION 8 TOTALS	198,750	\$15.80	3.4%	

Division 9 Finishes							\$ PER S.F.	% OF TTL
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL				
09 06 00 Temp. Prot. For New/Existing Finishes								
1	Temporary Protection/New Existing Finishes - Includes Temp Walls as Required	1	LS	22,500		\$1.79	0.4%	
09 06 00	Temp. Prot. For New/Existing Finishes			22,500		\$1.79	0.4%	
09 21 16 Gypsum Board Assemblies								
1	Drywall/Framing Pkg	1	LS	55,000		\$4.37	0.9%	
2	Interiors Walls Addition	1	LS	27,140		\$2.16	0.5%	
3	Exterior Walls	1	LS	53,300		\$4.24	0.9%	
4	Renovation	1	LS	53,000		\$4.21	0.9%	
5	Existing Wall Patch and Repair	1	LS	20,000		\$1.59	0.3%	
09 21 16	Gypsum Board Assemblies			208,440		\$16.57	3.5%	
09 51 00 Acoustical Ceilings								
1	2x4 ACT High NRC - Additions	1,253	SF	12,898		\$1.03	0.2%	
2	2x4 ACT High NRC - Renovations	11,443	SF	89,323		\$7.10	1.5%	
09 51 00	Acoustical Ceilings			102,220		\$8.13	1.7%	
09 01 60 Flooring Prep								
1	Major Floor Preparation (Leveling, Moisture Mitigation)	1	Allow.	15,000		\$1.19	0.3%	
09 01 60	Flooring Prep			15,000		\$1.19	0.3%	
09 60 00 Flooring								
1	Flooring Pkg	1	LS	155,215		\$12.34	2.6%	
2	Carpet	4,903	SF	Included				
3	LVT	1,340	SF	Included				
4	Polished Concrete	2,859	SF	Included				
5	Epoxy Floor and Base	1,115	SF	Included				
6	Floor Tile	575	SF	Included				
7	Wall Tile	1,500	SF	Included				
8	WOM	195	SF	Included				
10	Rubber Base	1	LS	12,000		\$0.95	0.2%	
11	Moisture Tests	8	EA	2,800		\$0.22	0.0%	
12	Minor Floor Prep	12,000	SF	1,800		\$0.14	0.0%	
09 60 00	Flooring			171,815		\$13.66	2.9%	
09 80 00 Acoustic Treatment								
1	Acoustical Wall Treatments Pkg	1	LS	13,500		\$1.07	0.2%	
2	Acoustical Ceiling Treatments Pkg		Clarification	Not Included				
09 80 00	Acoustic Treatment			13,500		\$1.07	0.2%	
09 91 00 Painting								
1	Interior Paint Pkg	1	LS	52,500		\$4.17	0.9%	
09 91 00	Painting			52,500		\$4.17	0.9%	
09 99 01 Specialty Ceiling Allowance								
1	Specialty Ceiling Allowance - 1000 SF - Assumed Lobby Area	1	Allowance	55,000		\$4.37	0.9%	
09 99 01	Specialty Ceiling Allowance			55,000		\$4.37	0.9%	
				DIVISION 9 TOTALS	640,975	\$50.95	10.9%	

273

Division 10 Specialties								
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL		
10 11 00 Visual Display Surfaces								
1	Marker Boards/Tackboards Pkg - Assumes 10	1	LS	13,500	\$1.07	0.2%		
10 11 00	Visual Display Surfaces			13,500	\$1.07	0.2%		
10 14 00 Building Signage								
1	Interior Signage Pkg	1	LS	9,500	\$0.76	0.2%		
2	Parking Lot/Drive Lane Signage	1	LS	3,515	\$0.28	0.1%		
3	Exterior Building Mounted Signage - Not Included		Clarification	Not Included				
4	Monument Signs - Not Included		Clarification	Not Included				
10 14 00	Building Signage			13,015	\$1.03	0.2%		
10 21 13 Metal Toilet Compartments & Accessories								
1	Restroom Partitions & Accessories Pkg	1	LS	80,000	\$6.36	1.4%		
10 21 13	Metal Toilet Compartments & Accessories			80,000	\$6.36	1.4%		
10 22 26 Operable Partitions								
1	Operable Partitions - Training/Community	1	LS	14,000	\$1.11	0.2%		
10 22 26	Operable Partitions			14,000	\$1.11	0.2%		
10 26 00 Wall and Door Protection								
1	Chair/Wall Rails	1	LS	16,000	\$1.27	0.3%		
2	FRP	1,000	SF	7,500	\$0.60	0.1%		
3	Corner Guards	15	EA	5,250	\$0.42	0.1%		
10 26 00	Wall and Door Protection			28,750	\$2.29	0.5%		
10 44 00 Fire Protection Specialties								
1	Fire Extinguishers & Cabinets	4	EA	1,900	\$0.15	0.0%		
10 44 00	Fire Protection Specialties			1,900	\$0.15	0.0%		
10 51 00 Lockers & Benches								
1	Equipment Lockers	20	EA	50,000	\$3.97	0.8%		
2	Weapons Lockers	1	LS	12,000	\$0.95	0.2%		
3	Evidence Lockers Relocation		Clarification	Included				
10 51 00	Lockers & Benches			62,000	\$4.93	1.1%		
10 56 00 Storage Assemblies								
1	Mobile Storage Systems	1	LS	77,500	\$6.16	1.3%		
2	Steel Shelving	1	LS	12,500	\$0.99	0.2%		
10 56 00	Storage Assemblies			90,000	\$7.15	1.5%		
DIVISION 10 TOTALS				303,165	\$24.10	5.1%		

Division 11 Equipment								
LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL		
11 31 00 Appliances								
1	Kitchen Appliances	1	LS	22,500	\$1.79	0.4%		
11 31 00	Appliances			22,500	\$1.79	0.4%		
11 53 00 Laboratory Equipment								
1	Fume Hood		Clarification	Not Included				
11 53 00	Laboratory Equipment			0	\$0.00	0.0%		
DIVISION 11 TOTALS				22,500	\$1.79	0.4%		

Division 12 Furnishings

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
12 20 00 Window Treatments						
1	Window Treatments Pkg - New Windows Only	1	LS	3,000	\$0.24	0.1%
12 20 00	Window Treatments			3,000	\$0.24	0.1%
DIVISION 12 TOTALS				3,000	\$0.24	0.1%

Division 13 Special Construction

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
13 00 00 Special Construction						
1	Special Construction		Clarification	Not Included		
13 00 00	Special Construction			0	\$0.00	0.0%
DIVISION 13 TOTALS				0	\$0.00	0.0%

Division 14 Conveying Systems

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
14 20 00 Elevators						
1	Elevator Pkg		Clarification	Not Included		
14 20 00	Elevators			0	\$0.00	0.0%
DIVISION 14 TOTALS				0	\$0.00	0.0%

Division 15 Mechanical

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
21 00 00 Fire Suppression						
1	Fire Protection Systems Pkg		Clarification	Not Included		
2	Dry System		Clarification	Not Included		
21 00 00	Fire Suppression			0	\$0.00	0.0%
22 00 00 Plumbing						
1	Plumbing Pkg	1	LS	150,000	\$11.92	2.5%
2	Fixture Replacement Renovations.		Clarification	Included		
3	Electric Water Heater		Clarification	Included		
4	Plumbing Additions		Clarification	Included		
5	Domestic Water Service		Clarification	Existing to Remain		
22 00 00	Plumbing			150,000	\$11.92	2.5%
23 00 00 HVAC						
1	Mechanical Pkg	1	LS	710,000	\$56.44	12.0%
2	RTU Replacement		Clarification	Included		
3	RTU s Additions (Electric Reheat)		Clarification	Included		
4	Existing Duct work in renovations to remain		Clarification	Included		
23 00 00	HVAC			710,000	\$56.44	12.0%
21 99 01 Mechanical Systems Coordinator						
1	Mechanical Systems Coordinator	80	Hours	9,997	\$0.79	0.2%
21 99 01	Mechanical Systems Coordinator			9,997	\$0.79	0.2%
21 99 02 BIM Coordination						
1	3D BIM Coordination	1	LS	40,000	\$3.18	0.7%
21 99 02	BIM Coordination			40,000	\$3.18	0.7%
DIVISION 15 TOTALS				909,997	\$72.34	15.4%

Division 16 Electrical

LINE NO.	ITEM DESCRIPTION	QUAN	UNIT	ITEM TOTAL	\$ PER S.F.	% OF TTL
26 00 00 Electrical						
1	Electrical Pkg	1	LS	35,000	\$2.78	0.6%
2	One Line Modifications	1	LS	30,000	\$2.38	0.5%
3	General Power	5,000	SF	17,500	\$1.39	0.3%
4	Light Fixtures	1	LS	35,000	\$2.78	0.6%
5	Controls and Installation	1	LS	30,670	\$2.44	0.5%
6	Fire Alarm	1	LS	15,000	\$1.19	0.3%
7	Low Volt Rough In	1	LS	11,000	\$0.87	0.2%
8	RENOVATION					
9	General Power Modifications	1	LS	15,000	\$1.19	0.3%
10	Light Fixtures	1	LS	70,000	\$5.56	1.2%
11	Controls and Installation	1	LS	40,000	\$3.18	0.7%
12	Fire Alarm	1	LS	7,500	\$0.60	0.1%
13	Low Volt Rough In	1	LS	11,000	\$0.87	0.2%
26 00 00	Electrical			317,670	\$25.25	5.4%
27 00 00 Communications						
1	Structured Cabling - Additions	1	LS	12,500	\$0.99	0.2%
2	Structured Cabling - Renovations	1	LS	8,500	\$0.68	0.1%
3	Assumes Existing MDF/IDF Racks are Acceptable			Clarification		
27 00 00	Communications			21,000	\$1.67	0.4%
28 13 00 Access Control & Video Monitoring						
1	Additions	1	LS	0	\$0.00	0.0%
2	Card Access Locations	6	EA	30,000	\$2.38	0.5%
3	Security Cameras	1	LS	30,000	\$2.38	0.5%
4	Renovations	1	LS	0	\$0.00	0.0%
5	Card Access Locations	4	EA	20,000	\$1.59	0.3%
6	Security Cameras	1	LS	12,500	\$0.99	0.2%
28 13 00	Access Control & Video Monitoring			92,500	\$7.35	1.6%
28 16 00 Intrusion Detection						
1	Security Alarm Systems Modificaons	1	LS	12,500	\$0.99	0.2%
28 16 00	Intrusion Detection			12,500	\$0.99	0.2%
26 99 01 Audio Visual						
1	Training	1	LS	50,000	\$3.97	0.8%
2	War Room	1	LS	20,000	\$1.59	0.3%
3	Conf Room	1	LS	15,000	\$1.19	0.3%
4	Offices	3	EA	30,000	\$2.38	0.5%
5	Briefing/Report	1	LS	30,000	\$2.38	0.5%
26 99 01	Audio Visual			145,000	\$11.53	2.5%
DIVISION 16 TOTALS				588,670	\$46.79	10.0%

Major Works In Progress				
Project Name & Location	Owner/ Contact	GMP & Current	Percent Complete	Est. Date of Completion
Forge Christian High School Grace Church 4890 Carr St. Arvada, CO 80002	Jason Stocker Grace Church jasonstocker@ gracechurchco.com	\$3.4M \$3.5M	1%	09/13/2024
Rocky Ford School K-12 Addition and Renovations 100 W. Washington Ave Rocky Ford, CO 81067	Andy Fiamengo Diversified Consulting Solutions andyfiamengo@dcs-cm. com 720.537.8080	\$40M \$40M	1%	08/30/2024
Central Denver Classical High School PH. II 2330 South Sherman Street Denver, CO 80112	Bob Gross Central Denver Classical High School bob.gross@ jpthegreatdenver.org 303.710.1806	\$8.2M \$8.2M	5%	05/31/2024
Shining Mountain Waldorf School 1100 Violet Avenue Boulder, CO 80304	Anne Nadelson Shining Mountain Waldorf School anadelson@smwaldorf.org	\$15.3M \$15.3M	50%	04/30/2024
North Boulder Library 4540 Broadway Boulder, CO 80302	Adam Goldstone City of Boulder goldstonea@ bouldercolorado.gov 303.441.3388	\$11M \$11.4M	50%	03/29/2024
Sierra Space Hoyt 800 Hoyt St. Broomfield, CO 80020	Taylor Van Dyke Sierra Space Corporation taylor.vandyke@ sierraspace.com	\$17.4M \$17.4M	1%	11/24/2023
Douglas County Libraries Castle Rock Branch Castle Rock, CO	Rick O'Dell DougCO Libraries (303) 807-8946	\$22.4M \$22.4M	75%	10/09/2023
Carroll Butts Athletic Center 4201 W 94th Ave Westminster, CO 8003	Steve Heger Hyland Hills Park & Recreation District sheger@hylandhills.com	\$12.5M \$12.5M	90%	08/31/2023
Aurora Science & Tech PH. II 2540 North Scranton Street Aurora, CO 80045	Allison Pearlman Aurora Public Schools aepearlman@aurorak12.org 303.326.1988	\$16M \$16.1M	90%	08/20/2023

Major Works In Progress				
Project Name & Location	Owner/ Contact	GMP & Current	Percent Complete	Est. Date of Completion
St. Mary's Lower School Renovation 4545 South University Boulevard Englewood, CO 80113	Darren Lange St. Mary's Academy dlange@smanet.org	\$59K \$59K	90%	08/16/2023
St. Vrain Valley School Northridge & Hygiene Elementary 1200 19th Ave. Longmont, CO 80501	Samuel Freeman St. Vrain Valley School District REI-J freeman_samuel@svvsd. org	\$499K \$498K	90%	08/12/2023
Littleton Public Schools High School, Field Elementary, Littleton Prep Academy	Greg Martin Jacobs greg.martin@jacobs.com	\$3.8M \$3.8M	90%	08/11/2023
Aims On Call Services Aims Community College 5401 W 20th Street Greeley, CO 80634	Connie Lataille connie.lataille@aims.edu (970) 339-6207	\$61K \$61K	95%	07/31/2023
Lyn Knoll PK-8 Aurora, CO	Allison Pearlman Manager of Design & Construction Aurora Public Schools aepearlman@aurorak12. org	\$38.5M \$38.5M	99%	07/25/2023
Cherry Creek School District Day Treatment Center 1820 South Joliet Street Aurora, CO 80012	Katie Van Kooten Manager at CCSD kvankooten@ cherrycreekschools.org (720) 554-4530	\$16M \$16M	99%	07/14/2023
Crocs Headquarters, Broomfield, CO	Brad Boyle, Task Project Management, (314) 616-9501	\$28.5M \$28.5M	99%	07/14/23
Aurora Science and Tech School, Phase II 10455 E 25th Ave Aurora, CO 80045	Amy Spatz Aurora K12 alspatz@aurorak12.org (303) 326-2115	\$15.5M \$15.5M	99%	07/14/2023

Item #5.

Major Works Completed				
Project Name & Location	Owner/ Contact	Architect	GMP & Final Contract	Date of Completion
Littleton Academy Addition 1200 W Mineral Ave Littleton, CO 80120	Kathryn McEntire Principal kmcentire@lps.k12.co.us	John Graham Anderson Mason Dale jgraham@amdarchitects.com	\$10.0M	02/03/2023
			\$10.0M	
Junior Achievement Center 1445 Market St Denver, CO 80202	Robin Wise President/CEO rwise@jacolorado.org	Rebekah Wagnor Gensler rebekah_wagoner@gensler.com	\$10.5M	01/31/2023
			\$10.5M	
New Vision Charter School PH. II, 299 Peridot Ave. Loveland, CO 80537	Kurt Connolly Anser Advisory (303) 810-5054 kurt.connolly@anseradvisory.com	Kara Aylesworth Hord Coplan Macht kaylesworth@hcm2.com 303.607.0977	\$11.6M	01/15/2023
			\$11.6M	
STEM School Highlands Ranch Gym Addition 8773 S Ridgeline Blvd Highlands Ranch, CO 80129	Robert Hoornstra COO robert.hoornstra@stemk12.org	Joel Pehrson Hord Coplan Macht jpehrson@hcm2.com 303.607.0977	\$9.0M	1/12/23
			\$9.0M	
MSU Denver AHEC Metropolitan State University 1201 5th St. Denver, CO 80204	Alex Staneski, Facilities Planning astanesk@msudenver.ed	Emily Barnett AE Design INC. ebarnett@aedesign-inc.com	\$5.9M	12/30/2022
			\$5.9M	
Englewood Schools Administrative & Facilities Building 4101 S Bannock St. Englewood, CO 80110	Michelle Albert , CBRE michelle.albert@cbre.com	Greg Porter Hollis + Miller Architects gporter@hollisandmiller.com	\$4.5M	12/28/2022
			\$4.5M	
Sierra Nevada Phase II 12510 Belford Avenue Englewood, CO 80112	Mary Rasure Mary.rasure@sncorp.com	Nick McCormick TreanorHL nmccormick@treanorhl.com 303.298.5071	\$8.4M	12/27/2022
			\$8.5M	

Major Works Completed				
Project Name & Location	Owner/ Contact	Architect	GMP & Final Contract	Date of Completion
Bennett Elementary Perimeter Drains Bennett School District 462 8th Street, Bennett, CO 80102	Robin Purdy robinp@bsd29j.com (303) 644-3234	N/A	\$105K	12/08/2022
			\$105K	
Rocky Ford HVAC Replacement Rocky Ford School District 601 S. 8th St. Rocky Ford, CO 81067	Kermit Snyder, Superintendent Kermit.Snyder@rockyford.k12.co.us (719) 254-7423	Josh Grenier Wold Architects & Engineers jgrenier@woldae.com 303.928.8800	\$2.3M	12/02/2022
			\$2.3M	
Timnath Police Station 4800 Goodman Rd, Timnath, CO 80547	Jeff Jensen Jensen LaPlante Development jeff@jensenlaplante.com	Wold Architects & Engineers 303.928.8800	\$11.3M	11/30/2022
			\$11.3M	
Denver Christian School Performing Arts Renovation 3898 South Teller Street Lakewood, CO 80235	Matt Covey, Head of school mcovey@denverchristian.org	Ashley Kotsides Hord Coplan Macht akotsides@hcm-2.com 303.607.0977	\$4M	11/21/2022
			\$4M	
Central Denver Classical High School Phase I 2330 S Sherman St. Denver, CO 80112	Jeremy Harms Interface Communications jharms@interface.com	Jessica Blanford MOA Architecture jblanford@moaarch.com 303.558.4981	\$5.7M	10/30/2022
			\$5.7M	
Lutheran High Parking Lot Lutheran High School 11249 Newlin Gulch Blvd Parker, CO 80134	Dan Gehrke, Executive Director (303) 841-5551	David Wallmueller CannonDesign dwallmueller@cannondesign.com 720.644.4006	\$1M	10/14/2022
			\$1M	
DSST Elevate Northeast High School Phase II 10825 E 47th Ave Denver, CO 80239	Travonda Favorite Founding School Director travonda.favorite@scienceandtech.org (303) 524-6355	Jennifer Thong Eidos Architects JThong@eidosarch.com 720.200.0630	\$20.0M	10/10/2022
			\$20.0M	

Item #5.

Major Works Completed				
Project Name & Location	Owner/Contact	Architect	GMP & Final Contract	Date of Completion
Pathways Hospice Care 305 Carpenter Road, Fort Collins, CO 80525	Tim Bowen, President & CEO of Care Synergy tbowen@caresynergynetwork.org	MOA Architecture Katie Vander Putten kvanderputten@moaarch.com	\$9.5M	7/30/22
			\$9.5M	
Jubilee Fellowship Church 9359 E Nicholas Ave Centennial, CO 80112	John Goad Western Project Management jag@western-pm.com	Lee Architects Brian Harder (303) 989-500	\$10.1M	6/29/22
			\$10.1M	
Aims Community College Welcome Center & Student Commons 5401 20th St, Greeley, CO 80634	Mike Milsapps Aims Community College mike.milsapps@aims.edu	Hord Coplan Macht Ryan Nichols rnichols@hcm2.com	\$75.0M	12/28/2021
			\$75.0M	
St. John the Evangelist Church (Phase 2) 1730 W 12th St, Loveland, CO 80537	Carol Woelfle Manager (970) 635-5816	Integration Design Group John Sanderson (303) 227-9453	\$3.75M	12/9/2021
			\$3.75M	
Windsor Town Hall 301 Walnut St, Windsor, CO 80550	Shane Hale Town of Windsor shale@windsorgov.com	Infusion Architects Randell Johnson (970) 775-2925	\$780K	11/17/21
			\$780K	
Sierra Nevada 12510 Belford Ave, Englewood, CO 80112	Renee Wise Sr. Project Manager	Classified	\$6.8M	11/3/2021
			\$6.8M	
Lutheran High School 11249 Newlin Gulch Blvd. Parker, CO 80134	Dan Gehrke Executive Director (303) 841.5551	Cannon Design Maria Cole mcole@cannondesign.com	\$6.0M	10/20/2021
			\$6.0M	
Firestone Town Hall Addition 151 Grant Ave, Firestone, CO 80520	Raelynn Ferrara Facilities PM rferrera@firestoneco.gov	Halcyon Design (303) 906-2617	\$7.5M	10/15/2021
			\$7.5M	
International School of Denver 7701 E 1st Pl Unit C, Denver, CO 80230	Michael Hall Anser Advisory (720) 203-5181	Venture Architecture Martin Goldstein martin@venturearchitecture.com	\$12.9M	10/9/2021
			\$12.9M	
Mead High School 12750 Co Rd 7, Longmont, CO 80504	Gary Frantz SVVSD Project Manager (303) 709-8028 frantz_gary@svvsd.org	DLR Group (720) 904-0440	\$2.2M	10/9/2021
			\$2.2M	
University of Colorado Spectroscopy Lab Boulder, CO 80309	Ryan Smith Facilities Management (303) 492-977	Page Architects Mike Reilly mreilly@pagethink.com	\$2.1M	10/9/2021
			\$2.1M	

Major Works Completed				
Project Name & Location	Owner/Contact	Architect	GMP & Final Contract	Date of Completion
Mountain Phoenix Community School 4725 Miller St Wheat Ridge, CO 80033	Barry Jones JeffCo Director (303) 982-2400	Shears Adkins Rockmore Jenny Oreamuno joreamuno@sararch.com	\$2.3M	9/3/2021
			\$2.3M	
Colorado Academy Theater Addition 3800 S Pierce St Denver, CO 80235	Jesse Schumacher Director of Facilities jesse.schumacher@coloradoacademy.org	Shears Adkins Rockmore Dan Craig dcraig@sararch.com	\$7.9M	9/3/2021
			\$7.9M	
Manning School of Academics and Arts 13200 W 32nd Ave, Golden, CO 80401	Timothy Reed JeffCo Facilities Director tim.reed@jeffco.k12.co.us	Anderson Mason Dale Architects (303) 294-0762	\$5.15M	9/3/2021
			\$5.15M	
Junior Achievement Center 1445 Market St #200, Denver, CO 80202	David Wells Wells Springs dwellsprings.com	Gensler Architects (303) 595-8585	\$8.9M	9/3/2021
			\$8.9M	
Heritage Heights Academy 20050 E Smoky Hill Rd, Centennial, CO 80015	Natalia Miller-Forrest Principal Heritage Heights Academy 720-870-9541	Adragna Architecture + Development (719) 244-4023	\$2.8M	9/3/2021
			\$2.8M	
University Hill Elementary 956 16th St Boulder, CO 80302	Gene Temanson BVSD (303) 522-8191	Lason Incitti Architects Charles Boyer charles@li-architects.com	\$14.1M	8/31/2021
			\$14.2M	
Denver Christian School Dining Commons 3898 S Teller St Lakewood, CO 80235	Brant Epperhart DCS epperhart@denverchristian.org	HCM Carson Shields cshields@hcm2.com	\$800K	8/31/2021
			\$800K	
Montessori School of Denver 1460 S Holly St Denver, CO 80222	Julie Bragdon Head of School (720) 606-4321 jbragdon@msd-co.org	Shears Adkins Rockmore Jenny Oreamuno joreamuno@sararch.com	\$1.72M	8/31/2021
			\$1.72M	
Columbine Elementary 111 Longs Peak Ave Longmont, CO 80501	Sam Freeman SVVSD Project Manager freemansamuel@svvsd.org	HCM Carson Shields cshields@hcm2.com	\$500K	8/31/2021
			\$500K	
St. John the Evangelist Church 1730 W 12th St Loveland, CO 80537	Carol Woelfle Manager (970) 635-5816	Integration Design Group Adam Hermanson (303) 227-9453	\$8.0M	8/31/2021
			\$8.0M	

Item #5.

Major Works Completed

Project Name & Location	Owner/Contact	Architect	GMP & Final Contract	Date of Completion
Alsup Elementary 7101 Birch Street Commerce City, CO 80022	Kevin Huber Cooperative Strategies khuber@coopstrategies.com	RB+B Josh McGarvey (970) 448-3880	\$27.3M	6/23/2021
			\$27.5M	
Summit Church 3300 Larimer St Denver, CO 80205	Andy Metzger andy@summitdenver.org (720) 363-1895	OZ Architecture Chris Vandall (720) 241-4465	\$2.7M	5/19/2021
			\$2.7M	
Excel Academy 11500 W 84th Ave Arvada, CO 80005	Kevin Huber Cooperative Strategies (303) 594-8542	Hollis + Miller Michael Robichaud (720) 949-1689	\$3.2M	4/23/2021
			\$3.2M	
Northrupp Grumman Ramp Renovation Aurora, CO	Classified	Classified	\$65K	2/5/2021
			\$65K	
University of Colorado Engineering Suite Boulder, CO 80309	Keith Gardner Facilities Management kgardner@colorado.edu	Anderson Mason Dale John Everin jeverin@amdarchitects.com	\$740K	1/28/2021
			\$740K	
University of Colorado Carlson Renovation Boulder, CO 80309	Keith Gardner Facilities Management kgardner@colorado.edu	Architectural Workshop Kevin Beck (303) 788-1717	\$750K	1/28/2021
			\$750K	
Wray PK-12 School 30160 County Road 35 Wray, CO 80758	Andy Fiamengo Diversified Consulting Solutions (303) 877-7306	Wold Architects & Engineers	\$34.5M	1/27/2021
			\$34.5M	
Flatirons Community Church 1730 S Buckley Rd Unit B Aurora, CO 80017	Paul Brunner Flatirons PM (303) 664-5524	Lee Architects (303) 989-4500	\$2.7M	1/22/2021
			\$2.7M	
Eben Ezer Lutheran Care Center Phase 3A/3B 122 Hospital Rd. Brush, CO 80723	Shelly M. Griffith Chief Executive Officer (970) 842-2861	OZ Architecture (303) 861-5704	\$8.15M	12/30/2020
			\$8.2M	
DanoneWave UnoPilot Plant 12002 Airport Way Broomfield, CO 80021	DanoneWave Director of Facilities (303) 635-4634	Ollmann Ernest Martin Matt Ollmann mollmann@oaarch.com	\$5.14M	12/30/2020
			\$5.15M	

Major Works Completed

Item #5.

Project Name & Location	Owner/Contact	Architect	GMP & Final Contract	Date of Completion
Ault Library 216 2nd St. Ault, CO 80610	Dan Spykstra Wember Inc. (720) 382-3795	GSG Architecture Kim Lambrecht (970) 888-3273	\$500K	12/30/2020
			\$500K	
Pulliam Historical Renovation 545 Cleveland Ave. Loveland, CO 80537	Michael Hogan City of Loveland (970) 962-2615	Classified	\$1.8M	12/25/2020
			\$2.5M	
Erie Library 400 Powers St. Erie, CO 80516	Paul Wember Wember Inc. (303) 378-4130	Studioslope Brigitte Kerr (303) 847-4559	\$4.2M	11/5/2020
			\$4.2M	
Ricardo Flores Magón Academy 5330 Meade Street Denver, Colorado 80221	Annette Ernst Vanir Annette.Ernst@vanir.com	MOA Architecture Jessica Blanford (303) 308-1190	\$11.8M	10/9/2020
			\$12.0M	
Longmont High School 1040 Sunset St. Longmont, CO 80501	Rick Olsen Principal (303) 776-6014	Hord Coplan Macht (303) 607-0977	\$9.1M	8/26/2020
			\$9.2M	
Silos Wellness Center 816 E Baseline Rd. Lafayette, CO 80026	Jamie Cannon Sopher Sparn (303) 442-4422	Sopher Sparn Jamie Cannon (303) 442-4422	\$4.0M	8/18/2020
			\$4.0M	
The Denver Hospice Admin Wing 8299 E. Lowry Blvd. Denver, CO 80230	Tim Bowen President & CEO (303) 321-2828	MOA Architecture Daniela Marandi (303) 308-1190	\$8.5M	7/15/2020
			\$8.7M	
Aurora Science and Tech School 10455 E 25th Ave Aurora, CO 80045	Amy Spatz Aurora K12 alspatz@aurorak12.org (303) 326-2115	MOA Architecture Jessica Blanford (303) 308-1190	\$22.6M	7/10/2020
			\$22.6M	
Scott Carpenter Aquatic Facility Remodel and Addition 1505 30th St Boulder, CO 80303	Calder Grey Purchasing Coordinator (303) 441-1857	Essenza Architecture Christa Plaza (303) 952-5080	\$14.0M	6/30/2020
			\$14.0M	
Belmar Library 555 S Allison Pkwy Lakewood, CO 80226	Sarah Lara NV5 sarah.lara@artaicgroup.com	HDR Julianne Scherer (303) 764-1596	\$4.6M	4/24/2020
			\$4.6M	
University of Colorado IPHY/RAMY Building Boulder, CO 80309	Peter Nelson CU Boulder Project Manager peter.nelson@colorado.edu	Hord Coplan Macht (303) 607-0977	\$18.0M	3/10/2020
			\$18.1M	

Major Works Completed

Project Name & Location	Owner/ Contact	Architect	GMP & Final Contract	Date of Completion
Our Lady of Lourdes Church 2298 S. Logan St. Denver, CO 80210	Father Brian Larkin Pastor (303) 722-6861	Integration Design Group Summer Schaller 303.227.9453	\$4.0M	9/10/2019
			\$4.2M	
Bennett Middle School 455 8th St. Bennett, CO 80102	Keith Yaich District CFO (303) 644-3234	Hollis+Miller Architects Brett Prather 719.313.9729	\$6.6M \$6.6M	9/9/2019
Colorado School of Mines Operations & Shops 1500 Illinois Street Golden, CO 80401	Robert Lee CSM ralee@mines.edu	Hord Coplan Macht Heather Morehead hmorehead@hcm2.com	\$6.0M	8/6/2019
Deer Trail K-12 School 130 2nd Avenue Deer Trail, CO 80105	Kevin Huber Cooperative Strategies khuber@coopstrategies.com	MOA Architecture Jack Mousseau 303.308.1190	\$29.4M	8/21/2019
New Vision Charter School 287 North Denver Ave. Loveland, CO 80537	Kurt Connolly Anser Advisory (303) 810-5054 kurt.connolly@anseradvisory.com	Hord Coplan Macht Joel Pehrson 303.607.0977	\$13.8M	8/12/2019
Valley High School 1001 Birch St. Gilcrest, CO 80623	John Sattler Diversified Consulting Solutions (720) 483-3147	Treanor HL Rob Biesk 303.298.4700	\$16.1M	9/13/2019
			\$16.9M	
Hover Green House Senior Living 1425 Belmont Dr. Longmont, CO 80503	Lisa Czolowski CEO (303) 772-9292	Thomas Moore Architects 303.772.2533	\$14.4M	9/13/2019
			\$14.8M	
Colorado Community Church 14000 East Jewell Ave. Aurora, CO 80012	Robert Gelinas Lead Pastor (303) 783-3838	Lee Architects Johnny Lee 303.989.4500	\$9.2M \$9.7M	10/18/2019
Pinnacle Medical Office Building 10290 RidgeGate Cr. Lone Tree, CO 80124	Rick Needham President of Development (949) 200-7756	Boulder Associates Nicholas Rehnberg nrehnberg@boulderassociates.com	\$15.4M	10/29/2019
			\$15.3M	
Bishop Elementary 3100 S. Elati Street Englewood, CO 80110	Michelle Albert CBRE michelle.albert@cbre.com	Hord Coplan Macht Travis Bostic (303) 607- 0977	\$16.0M \$16.0M	12/31/2019
Colorado Academy Gym and Athletic Expansion 3800 S Pierce St Denver, CO 80235	Alanna Brown alanna.brown@coloradoacademy.org	Shears Adkins Rockmore Dan Craig dcraig@sararch.com	\$15.6M	1/25/2019
			\$15.7M	

Major Works Completed

Item #5.

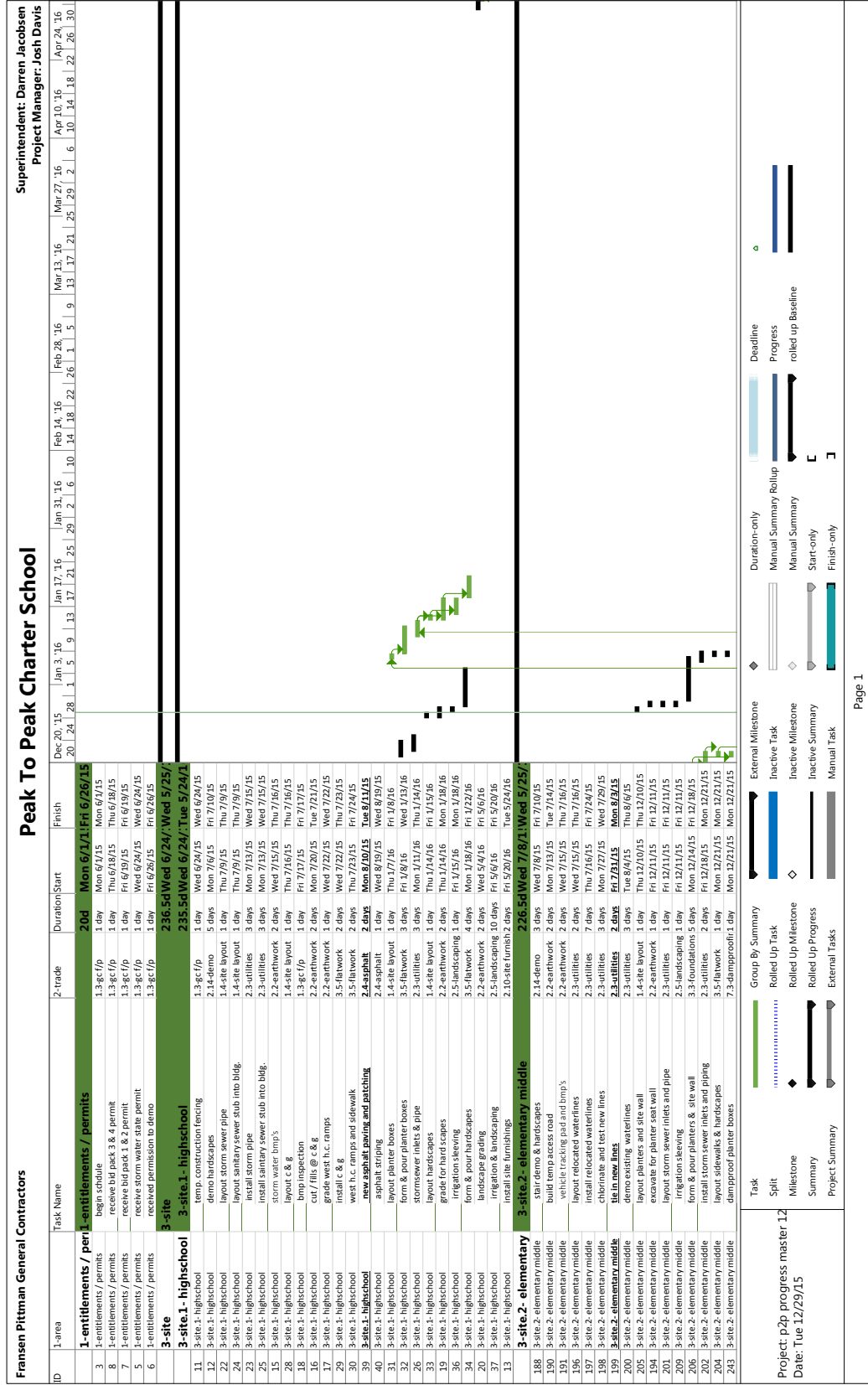
Project Name & Location	Owner/ Contact	Architect	GMP & Final Contract	Date of Completion
Lutheran High School 11249 Newlin Gulch Blvd. Parker, CO 80134	Dan Gehrke Executive Director 303.841.5551	Maria Cole Cannon Design 303.623.7323	\$1.4M	1/7/2019
			\$1.4M	
Governor's Residence Renovation 8th Ave. Denver, CO 80203	Lance Shepherd Capitol Complex (303) 866-3450 lance.shepherd	Jane Crisler Formworks Design (303) 598-6545	\$2.0M \$1.8M	3/21/2019
Mission Hills Worship Center 620 Southpark Dr. Littleton, CO 80120	Craig Smith Lead Pastor 303.794.3564	Brian Harder Lee Architects 303.989.4500	\$8.3M \$8.3M	12/21/2018
Storyline Church 14605 West 64th Ave. Arvada, CO 80004	David Yeager Director of Finance 720.822.3136	Johnny Lee Lee Architects 303.989.4500	\$6.1M	12/20/2018
			\$6.2M	
Eaton Community Church 1561 Benjamin Drive Eaton, CO 80615	Dave McNeff Lead Pastor dave_mcneff@yahoo.com	Joey Hoppe Lee Architects jhoppe@leeearchitects.com	\$5.8M	12/14/2018
			\$6.2M	
Maddox Early Childhood Education Center 700 W Mansfield Ave. Englewood, CO 80110	Donovan Nolan CBRE donovan.nolan@cbre.com	Brianna Smith RB+B Architects 970.484.0117	\$14.9M	12/6/2018
			\$14.9M	
Apex Community School 3565 Celestial Ave. Castle Rock, CO 80109	Kurt Connolly Anser Advisory (303) 810-5054 kurt.connolly@anseradvisory.com	Adele Wilson HCM Architecture 303.607.0977	\$8.3M	8/31/2018
			\$8.4M	
Cherry Creek Schools District- Wide Improvements	Alan Moore Jacobs Alan.Moore@Jacobs.com 720.554.4510	Philip Stewart OZ Architects pstewart@ozarch.com	\$3.0M \$3.0M	8/16/2018
Silver Creek High School 4901 Nelson Rd Longmont, CO 80503	Gary Frantz St. Vrain School District 303.709.8028	Matt Stoub Edios Architects 720.200.0630	\$4.9M \$4.9M	8/15/2018
Gilcrest Elementary 1175 Birch St Gilcrest, CO 80623	Andy Fiamengo Diversified Consulting Solutions 303.977.7306	Robert Biesk TreanorHL 303.298.4700	\$3.2M \$3.2M	8/15/2018
Meadow Ridge Elementary 1501 Fletcher Ave. Lochbuie, CO 80603	Sarah Lara NV5 sarah.lara@artaicgroup.com	Treanor HL 303.298.4700	\$18.0M	8/1/2018
			\$18.2M	

Major Works Completed

Project Name & Location	Owner/ Contact	Architect	GMP & Final Contract	Date of Completion
Prospect Ridge Academy 2555 Pebble Creek Pkwy. Broomfield, CO 80023	John Sattler Diversified Consulting Solutions 720.483.3147	Greg Cromer DLR Group 720.904.0440 gcromer@dlrgroup.com	\$4.1M \$4.1M	8/1/2018
Hoff Elementary 99 W Broadway St Keenesburg, CO 80643	Greg Rabenhorst Weld County RE 3J Public Schools gregrabenhorst@re3j.com	John Fuentes TreanorHL jfuentes@treanorhl.com	\$1.1M \$1.1M	7/31/2018
Lochbuie Elementary 201 Bonanza Blvd Lochbuie, CO 80603	Greg Rabenhorst Weld County RE 3J Public Schools gregrabenhorst@re3j.com	John Fuentes TreanorHL jfuentes@treanorhl.com	\$1.1M \$1.0M	7/31/2018
Our Lady of the Valley Church 1250 7th St. Windsor, CO 80550	Rev. Gregg Pedersen fr.gregg@ourladyofthevalley.net	Integration Design Group 303.227.9453	\$6.6M \$6.6M	7/16/2018
Clayton Elementary 475 W. Union Ave. Englewood, CO 80110	Michelle Albert CBRE michelle.albert@cbre.com	Aimme LaLone Wold Architects 303.828.8800 alalone@woldas.com	\$18.1M \$18.8M	7/1/2018
Charles Hay Elementary 1221 E. Eastman Ave. Englewood, CO 80113	Michelle Albert CBRE michelle.albert@cbre.com	Aimme LaLone Wold Architects 303.828.8800 alalone@woldas.com	\$17.7M \$18.3M	7/1/2018

EXAMPLES OF TOTAL AND SHORT-TERM PROJECT SCHEDULES

Select Pages from Master Construction Schedule



ID	Area	Task Name	2-Trade	Duration	Start	Finish
192	3-site-2-elementary middle	grade for sidewalks & hardscapes	2.2-earthwork	2 days	Tue 12/22/15	Wed 12/23/15
207	3-site-2-elementary middle	form & pour sidewalks & hardscapes	3.5-flatwork	4 days	Thu 12/24/15	Wed 12/30/15
351	3-site-2-elementary middle	device & trim	16.3-av	3 days	Thu 2/11/16	Mon 2/15/16
193	3-site-2-elementary middle	landscape grading	2.2-earthwork	2 days	Mon 5/2/16	Wed 5/4/16
210	3-site-2-elementary middle	irrigation & landscaping	2.5-landscaping	15 days	Wed 5/4/16	Wed 5/25/16
3-site-3-activity bid:						
357	3-site-3-activity bid	temp. construction fencing	1.3-gc/f/p	1 day	Wed 6/24/15	Wed 6/24/15
359	3-site-3-activity bid	demo hardscapes	2.14-demo	7 days	Tue 7/7/15	Wed 7/15/15
368	3-site-3-activity bid	salvage play equipment	2.14-demo	2 days	Mon 7/13/15	Tue 7/14/15
358	3-site-3-activity bid	storm water bmp's	1.3-gc/f/p	6 days	Tue 7/14/15	Tue 7/21/15
392	3-site-3-activity bid	layout c & g	1.4-site layout	1 day	Wed 7/22/15	Wed 7/22/15
377	3-site-3-activity bid	layout water line	1.4-site layout	2 days	Thu 7/23/15	Fri 7/24/15
360	3-site-3-activity bid	cut / fills @ c & g	2.2-earthwork	2 days	Thu 7/23/15	Fri 7/24/15
410	3-site-3-activity bid	irrigation sleeving @ east road	2.5-landscaping	2 days	Fri 7/24/15	Mon 7/27/15
374	3-site-3-activity bid	underground site lighting conduit @ east road	16.2-site electric	2 days	Fri 7/24/15	Mon 7/27/15
393	3-site-3-activity bid	c & g @ islands & drive lane	3.5-flatwork	3 days	Mon 7/27/15	Wed 7/29/15
364	3-site-3-activity bid	grade for asphalt	2.2-earthwork	2 days	Thu 7/30/15	Fri 7/31/15
378	3-site-3-activity bid	install water line	2.3-utilities	6 days	Fri 7/31/15	Fri 8/7/15
381	3-site-3-activity bid	layout sanitary sewer, fire riser & domestic 3"	1.4-site layout	1 day	Tue 8/4/15	Tue 8/4/15
382	3-site-3-activity bid	install sanitary sewer	2.3-utilities	3 days	Wed 8/5/15	Fri 8/7/15
385	3-site-3-activity bid	new fire riser to water entry room	2.3-utilities	3 days	Wed 8/5/15	Fri 8/7/15
375	3-site-3-activity bid	utility demo	2.3-utilities	3 days	Mon 8/10/15	Wed 8/12/15
379	3-site-3-activity bid	chlorinate and testing	2.3-utilities	4 days	Mon 8/10/15	Thu 8/13/15
380	3-site-3-activity bid	tie in water line	2.3-utilities	1 day	Fri 8/14/15	Fri 8/14/15
386	3-site-3-activity bid	demo existing utilities	2.3-utilities	3 days	Thu 8/20/15	Mon 8/24/15
372	3-site-3-activity bid	trenching & gas pipe for relocated gas service	1.3-gc/f/p	2 days	Mon 8/24/15	Tue 8/25/15
373	3-site-3-activity bid	new gas service & meter relocate	16.7-excel-2-gas	9 days	Mon 8/24/15	Thu 9/3/15
369	3-site-3-activity bid	excavate for dumpster enclosure	2.2-earthwork	1 day	Wed 8/26/15	Wed 8/26/15
396	3-site-3-activity bid	dumpster enclosure footings and foundation	3.3-foundations	3 days	Fri 9/4/15	Wed 9/9/15
370	3-site-3-activity bid	backfill dumpster enclosure	2.2-earthwork	1 day	Fri 9/11/15	Fri 9/11/15
376	3-site-3-activity bid	tie in new gas service to private lines to campus	15.2-plumbing	1 day	Fri 9/11/15	Fri 9/11/15
383	3-site-3-activity bid	demo old gas meter and pipe	16.7-excel-2-gas	2 days	Mon 9/14/15	Tue 9/15/15
399	3-site-3-activity bid	dumpster conc. apron & c & g	3.5-flatwork	1 day	Thu 9/17/15	Thu 9/17/15
400	3-site-3-activity bid	c & g south of activity planters	3.5-flatwork	1 day	Thu 9/17/15	Thu 9/17/15
398	3-site-3-activity bid	dumpster enclosure masonry	4.1-masonry	3 days	Wed 9/23/15	Fri 9/25/15
384	3-site-3-activity bid	domestic service to water entry room	2.3-utilities	1 day	Fri 9/25/15	Fri 9/25/15
406	3-site-3-activity bid	new asphalt paving and patching	2.4-asphalt	4 days	Fri 10/2/15	Wed 10/7/15
397	3-site-3-activity bid	dumpster bollards	1.6-rough carpel/7.5 days	Mon 10/5/15	Wed 10/14/15	
407	3-site-3-activity bid	asphalt striping	2.4-asphalt	1 day	Thu 10/8/15	Thu 10/8/15
389	3-site-3-activity bid	install connection cabinet	16.2-site electric	2 days	Wed 10/14/15	Thu 10/15/15
390	3-site-3-activity bid	xcel transformer relocate	16.7-excel-1-ele/2 days	Fri 10/23/15	Mon 10/26/15	
394	3-site-3-activity bid	layout planter boxes	1.4-site layout	1 day	Mon 11/30/15	Mon 11/30/15
365	3-site-3-activity bid	excavate for planter boxes	2.2-earthwork	1 day	Tue 12/1/15	Tue 12/1/15
395	3-site-3-activity bid	form & pour planter boxes	3.3-foundations	7 days	Wed 12/2/15	Thu 12/10/15
401	3-site-3-activity bid	dumpster gates	5.1-structural	1 day	Wed 12/9/15	Thu 12/10/15
366	3-site-3-activity bid	backfill planter boxes	2.2-earthwork	1 day	Tue 12/15/15	Tue 12/15/15
361	3-site-3-activity bid	overlay staking	1.4-site layout	2 days	Fri 3/29/16	Tue 3/29/16
362	3-site-3-activity bid	overlay grading	2.2-earthwork	3 days	Tue 3/29/16	Fri 4/1/16
387	3-site-3-activity bid	layout storm sewer inlets and pipe	1.4-site layout	1 day	Fri 4/1/16	Mon 4/4/16
411	3-site-3-activity bid	irrigation sleeving	2.5-landscaping	2 days	Fri 4/1/16	Tue 4/15/16

Project: p2p progress master 12
Date: Tue 12/29/15

Task
Split
Milestone
Summary
Project Summary
External Task
Inactive Milestone
Manual Task
External Milestone
Inactive Task
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Duration-only
Manual Summary Rollup
Progress
Deadline

Fransen Pittman General Contractors

Peak To Peak Charter School

Superintendent: Darren Jacobsen
Project Manager: Josh Davis

ID	1-area	Task Name	2-trade	Duration	Start	Finish	May 15, '16	May 22, '16	May 29, '16	Jun 5, '16	Jun 12, '16	Jun 19, '16
							M	T	W	T	F	S
	3-site	3-site		66d								
	3-site.1- highschool	3-site.1- highschool		3d								
37	3-site.1- highschool	irrigation & landscaping	2.5-landscaping	3 days	Mon 5/23/16	Wed 5/25/16						
	3-site.2- elementary	3-site.2- elementary middle		19d								
188	3-site.2- elementary middle	landscape grading	2.2-earthwork	2 days	Fri 5/13/16	Mon 5/16/16						
206	3-site.2- elementary middle	irrigation & landscaping	2.5-landscaping	6 days	Thu 6/2/16	Thu 6/9/16						
	3-site.3- activity bldg	3-site.3- activity bldg		66d								
407	3-site.3- activity bldg	sidewalks, courts & hardscapes	3.5-flatwork	15 days	Mon 3/21/16	Thu 6/9/16						
412	3-site.3- activity bldg	hardscape play area stripping	2.4-asphalt	2 days	Wed 5/18/16	Thu 5/19/16						
420	3-site.3- activity bldg	site signage	10.2-site signage	1 day	Tue 6/7/16	Tue 6/7/16						
419	3-site.3- activity bldg	basketball hoops	2.9-play structur	2 days	Wed 6/8/16	Thu 6/9/16						
370	3-site.3- activity bldg	landscape grading	2.2-earthwork	2 days	Thu 6/9/16	Fri 6/10/16						
416	3-site.3- activity bldg	irrigation and landscaping	2.5-landscaping	9 days	Thu 6/9/16	Tue 6/21/16						
	4-core & shell	4-core & shell		11d								
	4-core & shell.2-high school	4-core & shell.2-high school		3d								
76	4-core & shell.2-high school	expansion joints to existing building	7.2-sealants	3 days	Thu 5/12/16	Mon 5/16/16						
	4-core & shell.4-activity bldg	4-core & shell.4-activity bldg		3d								
506	4-core & shell.4-activity bldg	exterior lighting	16.1-electrical	3 days	Tue 5/24/16	Thu 5/26/16						
	5- T I	5- T I		39d								
	5- T I.3- activity bldg	5- T I.3- activity bldg		39d								
	5- T I.3- activity bldg	5- T I.3- activity bldg.1-gym		9d								
535	5- T I.3- activity bldg.1-gym	doors & hardware	1.8-doors & harrc	9 days	Mon 5/9/16	Thu 5/19/16						
561	5- T I.3- activity bldg.1-gym	trim	16.1-electrical	3 days	Mon 5/16/16	Wed 5/18/16						
	5- T I.3- activity bldg	5- T I.3- activity bldg.2-locker rooms		31d								
575	5- T I.3- activity bldg.2-lock	drywall finishing	9.1-framing & of 8	8 days	Thu 5/12/16	Mon 5/23/16						
611	5- T I.3- activity bldg.2-lock	install backflow & turn on water		1 day	Mon 5/16/16	Mon 5/16/16						
590	5- T I.3- activity bldg.2-lock	doors & hardware	1.8-doors & harrc	4 days	Wed 5/18/16	Mon 5/23/16						
587	5- T I.3- activity bldg.2-lock	grid tile	9.4-grid ceilings.	2 days	Thu 5/19/16	Fri 5/20/16						
583	5- T I.3- activity bldg.2-lock	prime & 1 coat lockers	9.2.-1-painting	3 days	Mon 5/23/16	Wed 5/25/16						
598	5- T I.3- activity bldg.2-lock	lockers	10.9-lockers	5 days	Mon 5/23/16	Wed 6/1/16						
621	5- T I.3- activity bldg.2-lock	hard lid lighting	16.1-electrical	3 days	Thu 5/26/16	Tue 5/31/16						
623	5- T I.3- activity bldg.2-lock	device	16.1-electrical	3 days	Thu 5/26/16	Tue 5/31/16						
592	5- T I.3- activity bldg.2-lock	restroom tile	9.5.2-tile	8 days	Tue 5/31/16	Thu 6/9/16						
605	5- T I.3- activity bldg.2-lock	trim	15.1-fire protect	2 days	Tue 5/31/16	Wed 6/1/16						
615	5- T I.3- activity bldg.2-lock	hardlid flex and grd's	15.3-hvac	2 days	Tue 5/31/16	Wed 6/1/16						
600	5- T I.3- activity bldg.2-lock	interior storage area fencing	2.7-fencing	3 days	Wed 6/1/16	Fri 6/3/16						
593	5- T I.3- activity bldg.2-lock	EF-1	9.5.9-epoxy fir	6 days	Wed 6/8/16	Wed 6/15/16						
595	5- T I.3- activity bldg.2-lock	carpet	9.5.1-carpet	3 days	Thu 6/16/16	Mon 6/20/16						

Task: Rolled Up Task, Milestone, Summary, Project Summary, Group By Summary

Split: Rolled Up Milestone

Milestone: Rolled Up Progress, External Tasks, External Milestone, Inactive Task

Summary: Rolled Up Task, Rolled Up Milestone, Duration-only, Manual Summary Rollup, Manual Summary

Start-only: L

Finish-only: J

Deadline: triangle

Progress: filled triangle

rolled up Baseline: thick bar

Item #5.

Peak To Peak Charter School

ID	1-area	Task Name	2-trade	Duration Start	Finish	May 15, '16	May 22, '16	May 29, '16	Jun 5, '16	Jun 12, '16	Jun 19, '16
609	5- T-1.3- activity bldg.2-locke	fixture and trim	15.2-plumbing	5 days	Thu 6/16/16						
584	5- T-1.3- activity bldg.2-locke	finish coat	9.2.1-painting	4 days	Fri 6/17/16						
596	5- T-1.3- activity bldg.2-locke	base	9.5.1-carpet	2 days	Thu 6/23/16						
599	5- T-1.3- activity bldg.2-locke	restroom partitions and access.	10.3-r-r partitions	2 days	Thu 6/23/16						
624	5- T-1.3- activity bldg.2-locke	trim	16.1-electrical	2 days	Thu 6/23/16						
626	5- T-1.3- activity bldg.2-locke	device & trim	16.3-av	2 days	Thu 6/23/16						
5- T-1.3- activity bldg.3-cafeteria			23d								
655	5- T-1.3- activity bldg.3-cafe	pt1, 2, 3	9.5.2-tile	11 days	Mon 5/2/16						
640	5- T-1.3- activity bldg.3-cafe	finish coat	9.2.1-painting	4 days	Thu 5/5/16						
661	5- T-1.3- activity bldg.3-cafe	acoustical treatments	10.4-acoustical t	4 days	Thu 5/12/16						
646	5- T-1.3- activity bldg.3-cafe	grid tile	9.4-grid ceilings	3 days	Fri 5/13/16						
680	5- T-1.3- activity bldg.3-cafe	device	16.1-electrical	3 days	Fri 5/13/16						
684	5- T-1.3- activity bldg.3-cafe	device & trim	16.3-av	3 days	Fri 5/13/16						
649	5- T-1.3- activity bldg.3-cafe	doors & hardware	1.8-doors & harc	4 days	Mon 5/16/16						
681	5- T-1.3- activity bldg.3-cafe	trim	16.1-electrical	2 days	Tue 5/17/16						
660	5- T-1.3- activity bldg.3-cafe	restroom partitions and access.	10.3-r-r partition	3 days	Wed 5/18/16						
641	5- T-1.3- activity bldg.3-cafe	finish coat restrooms	9.2.1-painting	2 days	Thu 5/19/16						
656	5- T-1.3- activity bldg.3-cafe	WOM1	9.5.1-carpet	1 day	Tue 5/31/16						
658	5- T-1.3- activity bldg.3-cafe	base	9.5.1-carpet	2 days	Wed 6/1/16						
7-inspections			56d								
355	7-inspections	final inspections e/m	1.14-inspections	11 days	Tue 4/5/16						
178	7-inspections	final inspections hs	1.14-inspections	7 days	Thu 4/7/16						
179	7-inspections	C.O. hs	1.14-inspections	1 day	Mon 5/16/16						
356	7-inspections	CD e/m	1.14-inspections	1 day	Mon 5/16/16						
685	7-inspections	final inspections activity bldg.	1.14-inspections	6 days	Mon 5/16/16						
686	7-inspections	CD activity bldg	1.14-inspections	1 day	Wed 6/22/16						

Task

Split

Milestone

Summary

Project Summary

Group By Summary

Rolled Up Task

Rolled Up Milestone

Rolled Up Progress

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

rolled up Baseline

Project: p2p progress master 2-

Date: Thu 5/26/16

Page 2

Item #5.

**TOP
WORK
PLACES**
2023

THE DENVER POST





Johnstown Colorado



Request for Proposals

TOWN OF JOHNSTOWN POLICE DEPARTMENT RENOVATION AND EXPANSION PROJECT



4660 Concord Avenue, Johnstown CO 80534 | 970.286.6150



July 14, 2023

Brian Phillips, Chief of Police
Town of Johnstown
430 S Parish Ave
Johnstown, Colorado 80534
bphillips@johnstowncolorado.gov

RE: Adolfson & Peterson Construction Proposal – Police Department Renovation and Expansion

Dear Brian Phillips and Members of the Selection Committee:

With our office located in Johnstown, and having served the Northern Colorado region since 1981, we at Adolfson & Peterson Construction (AP) would be honored to strengthen our community further by providing our time-honored CM/GC services to the Town of Johnstown’s Police Department Renovation and Expansion project.

A PARTNERSHIP BUILT ON A SHARED MISSION

We want to help you achieve your mission to *serve the community by building partnerships to address crime and crime-related problems*. Like you, we at AP have a mission to build: *Building trust, communities, and people*. We are confident that together we can strengthen our community by enhancing the police department facility that protects our families and the residences of Johnstown.

A COMMITMENT TO OUR COMMUNITY

We are more than simply your contractor. We believe in 50-year relationships. Many members of our staff are deeply ingrained in Johnstown, living, working, and serving within the community. Your proposed Construction Manager, Anthony Durst, serves on the BBQ Days Committee, Weld RE-5J Education Foundation, Weld RE-5J CTE Advisory Committee, YMCA Branch Council, just to name a few. *This team is committed to the community and will serve you long past the completion of this project.*

A TEAM OF OCCUPIED RENOVATION & POLICE EXPERTS

With over 80 years of combined construction experience, your proposed team are masters at occupied renovations along with police and correctional facilities. This proposed team has the understanding to provide quality

construction services, while expertly navigating your occupied space in a safe and secure manner. We understand that this facility houses significant items and conducts sensitive work. We have the CIJIS and CCIC knowledge to assist in creating a plan for you that doesn’t impact your daily activities. You are in good hands with this team.

We are confident that our shared belief in our ability to build a strong community will drive our successful partnership. We look forward to collaborating to deliver a project that further helps you maintain your community-oriented policing philosophy.

We received and acknowledge Addendums 1 & 2.

Sincerely,

Anthony Durst, Construction Manager
Adolfson & Peterson Construction
adurst@a-p.com | 307.274.6155



AP has completed
59 police &
correctional projects.



A

QUALIFICATIONS



ap Adolfson
& Peterson
Construction



A. QUALIFICATIONS

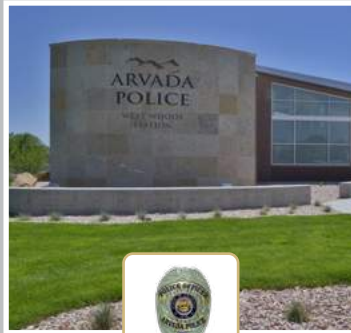
CMAR firm shall have experience as a general contractor in the construction of at least three (3) municipal police departments, at least one of which has been completed in the last five (5) years.

AP has an extensive list of projects under the CM/GC delivery method. Below is a list of relevant projects with similar scope and complexity.

POLICE/CORRECTIONAL FACILITIES



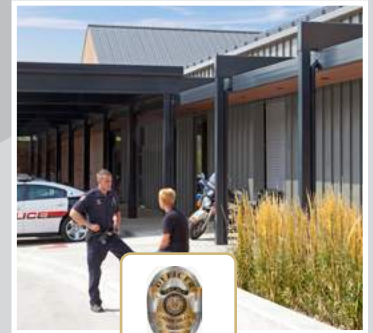
Englewood Police Headquarters
Completion: February 2021



Arvada Lake Arbor and West Woods
Community Police Stations



City of Aurora Public Safety & Police
Training Center



Cherry Hills Village Joint Public & Police
Facility

An **Experienced** Team
is A **Successful** Team



PROJECT NAME	SIZE	PROJECT COST	COMPLETION DATE	OCCUPIED RENOVATION	POLICE/ CORRECTIONAL FACILITY	PROPOSED TEAM MEMBERS
Englewood Police Headquarters	52,000 sf	\$23,012,624	February 2021	✓	✓	✓
Arvada Lake Arbor and West Woods Community Police Stations	18,590 sf	\$6,745,323	February 2014	✓	✓	✓
City of Aurora Public Safety & Police Training Center	44,023 sf	\$24,948,643	June 2016		✓	✓
Cherry Hills Village Joint Public Facility	23,808 sf	\$6,622,196	September 2013		✓	
Ward County Jail Expansion & Remodel	73,889 sf	\$35,116,023	September 2018	✓	✓	
North Dallas Government Center	78,248 sf	\$9,023,147	March 2020	✓	✓	
Larimer County Alternative Sentencing Expansion	55,000 sf	\$4,397,536	December 2023	✓	✓	✓
Larimer County Correction Renovation	55,000 sf	\$18,538,958	May 2023	✓	✓	✓
Boulder County Jail Administration Addition	14,179 sf	\$6,320,359	July 2020	✓	✓	✓
Northridge Highschool Renovation	199,000 sf	\$11,211,229	December 2023	✓		✓



A. QUALIFICATIONS

Submit a minimum of two (2) featured project references. Firms may supplement project reference worksheets with project data sheets or other information deemed necessary for consideration in the evaluation.

- The proposed Project Manager and Project Superintendent shall have worked on at least one of the featured projects, either individually or as a team.



LARIMER COUNTY ALTERNATIVE SENTENCING & COMMUNITY CORRECTIONS IMPROVEMENTS

REFERENCE:

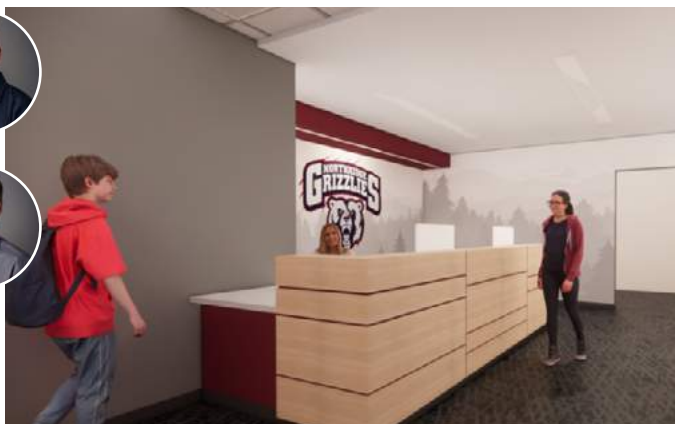
David Bragg | Project Manager
Larimer County
970.498.5918 |
dbragg@larimer.org

PROJECT RELEVANCIES:

- correctional
- renovation
- expansion
- occupied

Owner: Larimer County
Architect: The Architects Studio
Project Location: 2307 Midpoint Drive | Fort Collins, CO 80525
Project Size: 55,000 SF
Beginning Date: January 2022
End Date: May 2023
Construction Cost: \$23,079,579

The existing Alternative Sentencing Department (ASD) building was constructed in 2011 to provide alternative sentencing options for lower-level crimes. Alternative sentencing options allow the offender to continue working while serving their sentence.



NORTHRIDGE HIGH SCHOOL RENOVATION

REFERENCE:

Kent Henson | Assistant
Superintendent of Support Services
Weld RE-6 School District
970.348.6400 |
khenson1@greeleyschools.org

PROJECT RELEVANCIES:

- renovation
- expansion
- occupied
- demolition

Owner: Weld RE-6 School District
Architect: TreanorHL
Project Location: 100 71st Ave Greeley, CO 80634
Project Size: 199,000 SF
Beginning Date: February 2023
End Date: October 2023
Construction Cost: \$11,211,229

The Northridge High School Renovation project comprises remodeling of the administrative areas, classrooms and libraries. This included HVAC, MEP, interiors and site work updates. This also include a new HVAC system throughout the school, electrical upgrades, & sitework while working around 1,600 students.



- Track record of project completion based on feedback from project references regarding CMAR firm’s construction quality, project management, communication, and scheduling management.

AP’s proven track record of completing quality projects is reflected in our nearly 50-year relationships with our local communities. 85% of our business comes from repeat clients.

ROOSEVELT HIGH SCHOOL



“Anthony’s ability to anticipate and address potential challenges promptly has proven invaluable. His knowledge and expertise in identifying specific long-lead items helped us make informed decisions early in the process, ensuring that our budget and schedules were met. As a result, our projects were completed on time and on budget.”

— Michael D. Wailes, President – Board of Education | Weld RE-5J Johnstown-Milliken

CITY OF AURORA PUBLIC SAFETY & POLICE TRAINING CENTER



“An unusual weather year constantly challenged AP with cold, wet and muddy conditions for much of the construction project. Despite these hardships, AP built the \$25 million project in a short time frame and kept the project on course and on budget.”

— James D. Brown, Project Construction Manager | City of Aurora

ENGLEWOOD POLICE STATION



“My compliments to your team for running such a great project at Englewood Police Station, it’s always a great pleasure to work with A&P. With all the projects I’ve worked with A&P I’ve noticed that you lead your subs and get them all to embody your personal pride in the project.”

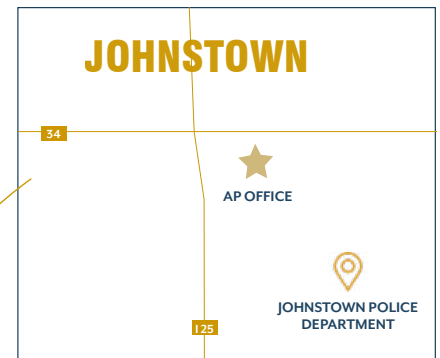
— Michael Clark, Architect | DLR Group

- Location of permanent place of business as it relates to potential mobilization costs.

AP has served the Northern Colorado area since 1981 and has an office in Johnstown to deliver innovative and collaborative building solutions to the Northern Colorado communities. Our office is located just 9 miles from your project site. Our proposed team lives within Northern Colorado and reports to the Johnstown office.

- Experience and degree thereto with projects of similar size and scope.

Please see page 4 for relevant project experience.



YOUR LOCAL TEAM



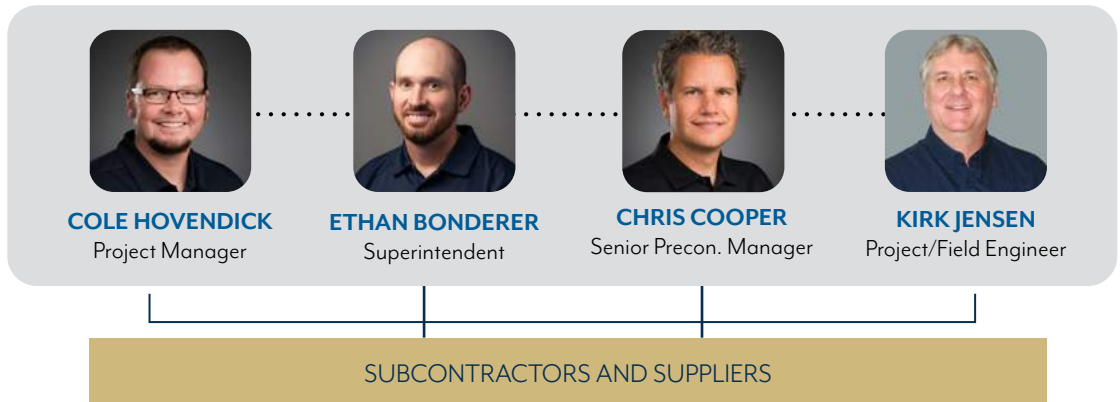
- Key personnel committed to the project.
This project team was strategically chosen for their skills and experience to successfully deliver your finished project. This team brings their experience working on municipal projects in Northern Colorado.

Full project resumes can be found on page 28.

From design to construction, this team will collectively be an integral part of fulfilling the needs of this project.



CORE TEAM



- Safety rating and history of compliance with Occupational Safety and Health Administration construction industry standards. Please see page 33 for our safety rating and philosophy.
- Financial situation and having sufficient staff, resources, and technical experience to perform the work properly and expeditiously. Please see our full financial on page 46.

ONE

PROJECT APPROACH AND DETAILED SCOPE OF WORK



**Adolfson
& Peterson
Construction**



PROJECT APPROACH AND DETAILED SCOPE OF WORK

Describe your proposed Project Approach, addressing:

Suggested procurement packages, construction sequences, means and methods.

The process of transforming your facility is a collaborative effort and we will develop a specific project approach working with you and D2C Architects, Inc. Our team will meet with the project stakeholders to fully understand your goals and expectations immediately upon notification of award.

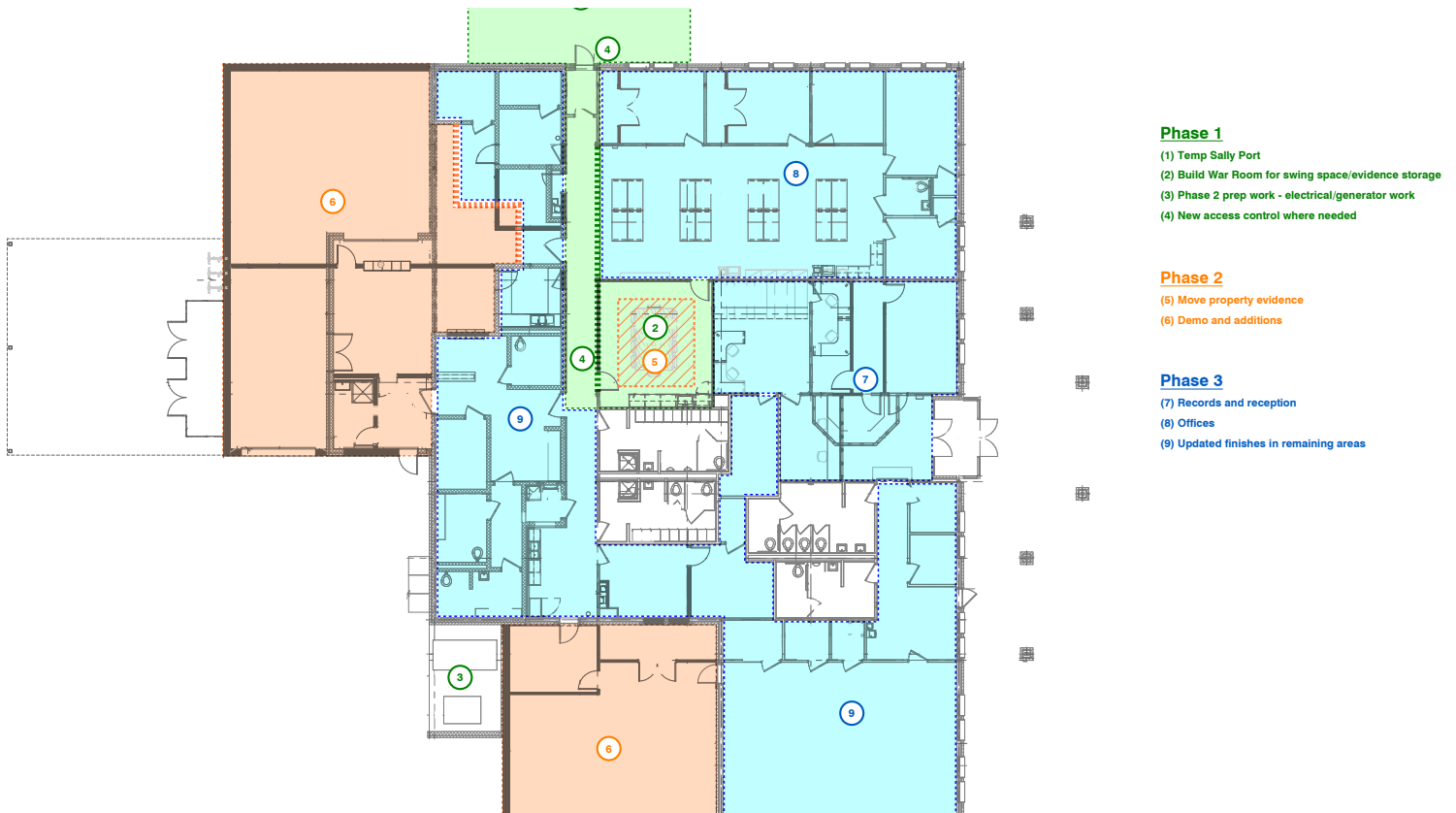
Integrating construction expertise into the design phase will deliver the highest value to your project. By embracing the CMAR process and understanding the design details our team can minimize schedule impacts, develop highly defined scopes of work to eliminate scope gaps, expedited product selections based on availability, and incorporate constructibility reviews early in the process.

Early identification of material and component lead times and understanding how these correlate with the projected construction schedule will be vital to the project's success. Identifying any lead time issues early will allow the project team to develop alternate options and temporary solutions to minimize impacts to the project schedule.

Another key driving factor for success entails coordinating the sequence of construction to avoid impacting day-to-day operations at the facility. We understand the vital importance of maintaining building functionality throughout the construction process and will work closely with stakeholders to discover the best phasing solution that will allow business to continue as usual with as minimal impact as possible.

We anticipate that typical means and methods will be employed during construction. As this project is a renovation/addition to an existing functioning facility, a major component will be providing clear separation between construction activities and occupants and delivering strong communication on activities taking place.

Please see below our initial thoughts on the sequencing of your facility:





PROJECT APPROACH AND DETAILED SCOPE OF WORK

Value engineering ideas for the most cost-effective solutions.

AP's preconstruction philosophy starts with a quality foundation and leads to a smooth building process. Promoting teamwork and constructability, we invest all team members early in design. Our focus is quality, feasibility and making your vision a reality. We plan how to best carry out the project design with quality and efficiency. We provide value-engineering options during design meetings and realtime cost estimating to make opportunities clear and decisions easier. This "draw once, build once" philosophy allows the entire team to be lean and efficient. On a daily basis, we will provide cost options and constructability input to D2C that will allow them stay on schedule throughout the design process.

When working on additions and renovations of an existing facility, it is essential to owners, users, and design partners to start with accurate information. A few hours of building scanning or working in the ceilings during off hours can pay huge dividends in terms of stronger, more reliable cost estimates; enhanced user-centric scheduling and construction sequencing; and the reduced need for value engineering or change orders once construction starts.

Below is a typical example of how we will communicate costs on a daily basis with you and D2C during the design process.

Item No	Date	Description of Item	Price Options - Building	Price Options - Site	Accepted Cost	Rejected Cost	Pending Cost	Status
			-\$19,725,637	-\$154,486	-\$19,703,326	-\$3,244,298	\$3,067,501	
Add Alternates								
1	7/18/2022	00 - Convert Shell space to Enclosed Office (5500 SF)	\$1,731,581		\$1,731,581			Accepted
2	7/18/2022	00 - Convert Shell space to Labs (6165 SF)	\$4,735,825		\$4,735,825			Accepted
3	7/18/2022	00 - Convert Classroom space to Labs (2000 SF)	\$1,009,046		\$1,009,046			Accepted
4	7/18/2022	00 - Add Courtyard Addition 2 stories btwn grids 1-3 and C&D as finished labs (1396 SF)	\$1,301,028		\$1,301,028			Accepted
5	7/18/2022	00 - Add Level 04 between grids 1-3 and B and D as finished labs (3800 SF)	\$4,047,507				\$4,047,507	Pending
6	7/18/2022	03 - Alt 1 40" Perimeter Slab / 26" Interior Slab on Void w/ Additional 5' of Depth in Basement	\$806,609					Pending
7	7/18/2022	03 - Alt 2 48" Mat Slab w/ Additional 5' Depth in Basement	\$1,479,978					Pending
8	7/18/2022	03 - Alt 3 72" Mat Slab w/ Micropiles (Removes Double Slab)	\$1,506,703					Pending
9	7/18/2022	23 - Add Non-Code Required N+1	\$381,550					Pending
10	7/18/2022	23 - Add Non-Code Required N+.75	\$135,611					Pending
11	7/18/2022	23 - Add Aircurty Demand Ventilation System	\$652,612					Pending
Tier 1								
12	7/18/2022	03 - Precast Stairs in Atrium ilo CIP Stairs					(\$173,745)	Pending
13	7/18/2022	07 - Plaster at Exterior Soffits ilo Metal Panels					(\$173,745)	Pending
14	7/18/2022	07 - Aluminum Fins @ Exterior Skin ilo Terracotta Baguette					(\$173,745)	Pending
15	7/18/2022	07 - Flush Brick @ Exterior Skin ilo Terracotta					\$1,756,850	Pending
36	7/18/2022	07 - Reduce Wood Veneer paneling allowance (back to remain)	(\$211,710)		(\$211,710)			Accepted
37	7/18/2022	08 - Eliminate Modernfold Doors @ Auditorium	(\$178,200)		(\$178,200)			Accepted
38	7/18/2022	08 - Reduce size of skylight by 50%	(\$606,375)		(\$606,375)			Accepted
39	7/18/2022	08 - Remove Frost Film at Interior Office Glazing	(\$238,528)		(\$238,528)			Accepted
40	7/18/2022	08 - Reduce Interior Glazing Scope by 25%	(\$367,488)		(\$367,488)			Accepted
41	7/18/2022	08 - Reduce the Exterior/Interior Sunshade Scope by 25%	(\$431,695)		(\$431,695)			Accepted
42	7/18/2022	09 - Reduce Arcant Acoustical Wall Covering Scope by 50%	(\$114,848)		(\$114,848)			Accepted
43	7/18/2022	11 - Remove Food Service Equipment Allowance	(\$679,710)				(\$679,710)	Rejected
44	7/18/2022	12 - Remove Telescoping Bleachers	(\$90,350)				(\$90,350)	Rejected
Tier 3								
45	7/18/2022	00 - Convert All Enclosed Offices Space to Open Office Space (Leaves 3 Enclosed Per Level)	(\$879,944)				(\$879,944)	Pending
46	7/18/2022	00 - Reduce Atrium Scope and Size	TBD					Pending
47	7/26/2022	00 - Eliminate 3rd Floor, Convert Cafeteria Kitchen Auditorium to Labs, Add 5,308 SF of Labs to Basement	(\$15,442,930)		(\$15,442,930)			Accepted
48	7/18/2022	00 - Remove Gateway Canleaver	(\$3,406,454)				(\$3,406,454)	Pending
49	7/18/2022	00 - Deduct HPC TI Costs	(\$4,093,210)		(\$4,093,210)			Accepted





PROJECT APPROACH AND DETAILED SCOPE OF WORK

Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.

OUR TOOLS FOR SUCCESS

first-cost and life-cycle cost analyses

AP's life-cycle comparison calculations allow our clients to make decisions based on both the upfront costs and the cost of operating the system for the life of the building. These analyses ensure the team understands the long-term implication of design options and ensures the highest possible building efficiency well into the future.

existing conditions surveys (3D scanning, drone services)

AP's full enterprise drone services provide cut/fill analyses of sites, QA/QC documentation, safety audits, thermal envelope scans and more. When working in or near an existing building, our 3D scans can be compared to 3D models to identify any deficiencies through measuring tolerances to pin-point accuracy, eliminating unknowns and reducing risk.

3D Scanning



AP'S COMMITMENT TO TECHNOLOGY PROVIDES YOU WITH:

- shorter schedules
- reduced cost
- increased quality
- less waste
- increased safety

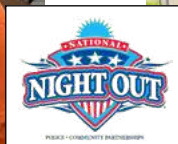
3D coordination

Our preconstruction services also include 3D drawing coordination, which increases project quality and reduces risk of costly and time-consuming issues in the field. We have on-staff licensed architects and engineers that we use for drawing review and systems analyses to ensure we are providing the best quality building for our clients.

Partnering.

It is our goal to serve the community hand in hand with Johnstown PD, helping you reach your goal of delivering the highest degree of professional police services in Colorado. Serving the community through our Johnstown office, we pride ourselves on building trust, communities and people.

We are fortunate to have employees who are passionate about supporting local charities and causes to better our communities. Our employees support events such as Johnstown BBQ Day Committee, National Night Out and more.





Establishing a Project Contingency



Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.

Contingency funds are set aside to manage the unforeseen or incomplete conditions of the project. Approval to use these funds are typically agreed upon by the entire project team. These funds are managed as an allowance throughout the project. As the project progresses, AP continues to evaluate the level of risk associated with specific phases of the project. As the project milestones are completed, the level of risk is reduced. Therefore, we evaluate and recommend a reduction of the contingency allowance to identify savings and potentially reinvest these funds back into the project at the owner's discretion. This process continues throughout the lifecycle of construction with the expectation of returning any unallocated contingency funds to the owner at project completion.

The benefits of your contingency & working towards saving you money.

Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.

The sample contract provided with Addendum 2 is a Professional Services Agreement which is typically between an owner and an architect, professional engineer, land surveyor, etc. They are not commonly used in an Owner/Contractor CMAR arrangement. Typical provisions contained within a standard CMAR agreement are not included in the Professional Services Agreement, including but not limited to a changes clause, a differing site conditions clause, hazardous materials language, contractor's right to additional time, mutual waiver of consequential damages, substantial completion/liquidated damages, and GMP/Cost of the Work.

We recommend using AP's preferred edits to the AIA A133-2019, AIA A133-2019 Ex B (for insurance) and AIA A201-2017 for this project or the contract that was issued for the Johnstorn YMCA project.



PROJECT APPROACH AND DETAILED SCOPE OF WORK

Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.

Receiving the best price for your project requires a competitive process for subcontractor procurement and bidding every trade and scope of work. We are your contractor first. By managing the entire project and its subcontractors instead of self-performing work, we can better manage your project's schedule and budget. The percentage of self performed work is typically less than 10% of the total scope of work.

AP has the capability to SELF PERFORMED THE FOLLOWING WORK



For these scopes of work, AP may submit a bid proposal, along with a minimum of **three other subcontractors to ensure all trades are competitively bid**

Describe availability, bandwidth, and resources available to complete the project.

The proposed team will be dedicated to your project from start to finish. With their projects wrapping up this fall and living just a few short minutes away from the police station, they are excited to serve you. We also have roughly 100 other AP teammates that report to our Johnstown office. All these individuals live within the northern Colorado area that can support the team if needed.

TWO COST PROPOSAL



ap Adolfson
& Peterson
Construction



Include an estimate of expected price to the best accuracy that is achievable with the provided plans. The estimate should include a line item for general conditions, overhead and profit, escalation. (Per Addendum 1)



Proposal

Project

Name	Police Department Renovation and Expansion
Client	Town of Johnstown
Primary Contact	Brian Phillips, Chief of Police
Organization	Town of Johnstown
Address	430 S Parish Ave
City, State ZIP	Johnstown, CO 80534
Email	bphillips@johnstownco.gov

Contractor Information

Company	AP Mountain States, LLC
Name	Chris Cooper
Address	4660 Concord Avenue
City, State ZIP	Johnstown, CO 80534
Phone	303-326-5805
Email	ccooper@a-p.com
Date	7/14/2023

Proposal For Town of Johnstown Police Department Renovation and Expansion

PRECONSTRUCTION SCOPE OF WORK

- Provide milestone estimates at 100% SD, DD, and CD phases
- Provide comprehensive schedule to include design and construction phases along with updates at milestones
- Participate in design meetings during preconstruction phase to provide real time cost and constructability input
- Provide constructability reviews to design team and owner at milestone drawing issuances
- Provide interim cost updates with cost savings options as needed and track potential alternates
- Provide GMP based on competitive bids from a minimum of 3 qualified subcontractors

PRECONSTRUCTION COST PROPOSAL

- AP proposes the above scope of work (based on 4 month duration) for to be completed for the amount of **\$8,500**

GENERAL CONDITIONS

- Itemized cost for general conditions found using the link below and is based on construction duration of 10 months **\$326,400**

CM/GC CONSTRUCTION FEE

- Proposed Construction fee **3.25%**

Escalation and Contingencies

- Proposed escalation allowance based on 4 month duration to subcontractor procurement **2%**
- Proposed design and estimating contingency based on current stage of design **8%**
- Proposed construction contingency based on scope of work **3%**

Construction Cost Estimate

- The following pages contain a summary of cost for scopes of work broken out per addendum #2. Additionally, a detailed estimate of the proposed general conditions, clarifications / assumptions of the cost estimate, and the entire detailed estimate backup can be accessed through the link below.

- The cost estimate was established in conjunction with the schedule and project phasing approach that is represented in the proposal response.

CLICK HERE
to view the
DETAILED ESTIMATE

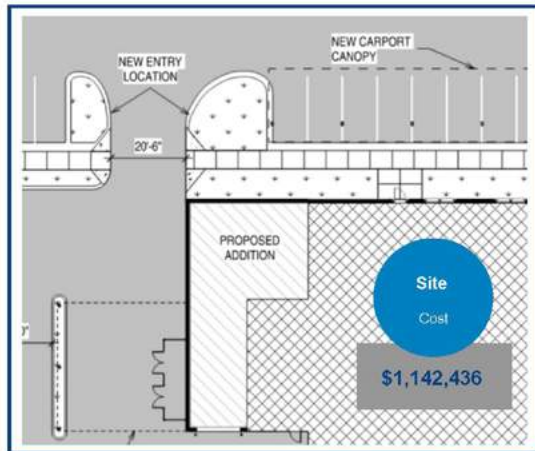
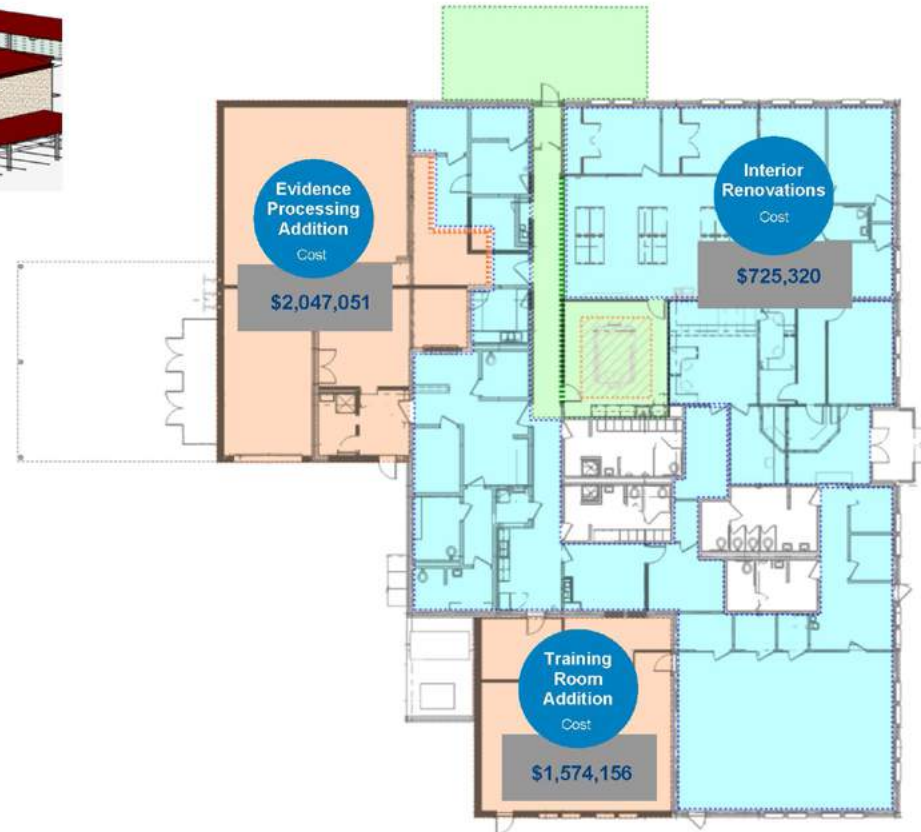


COST ESTIMATE PROCESS

We have created a cost model that is based on our understanding of the project's scope and goals. This model will help guide the selection of the building's components, structure, and systems as D2C progresses with the design. Because of AP's strong working relationship and experience building this type of facility, we already understand the unique requirements of the building functions and design systems. The graphic below represents a simplified breakdown of construction costs by components of the project and is further detailed on the cost estimate summary and detail found via the link above.



Existing Membrane Reroof
Cost
\$208,615





4660 Concord Avenue, Johnstown CO 80534

Project: Police Department Renovation and Expansion Project
 Owner: Town of Johnstown
 Architect: D2C Architects, Inc

Date: 07/14/23
 Estimator: Chris Cooper
 Project SF: 12,487
 Duration in Months: 10.00

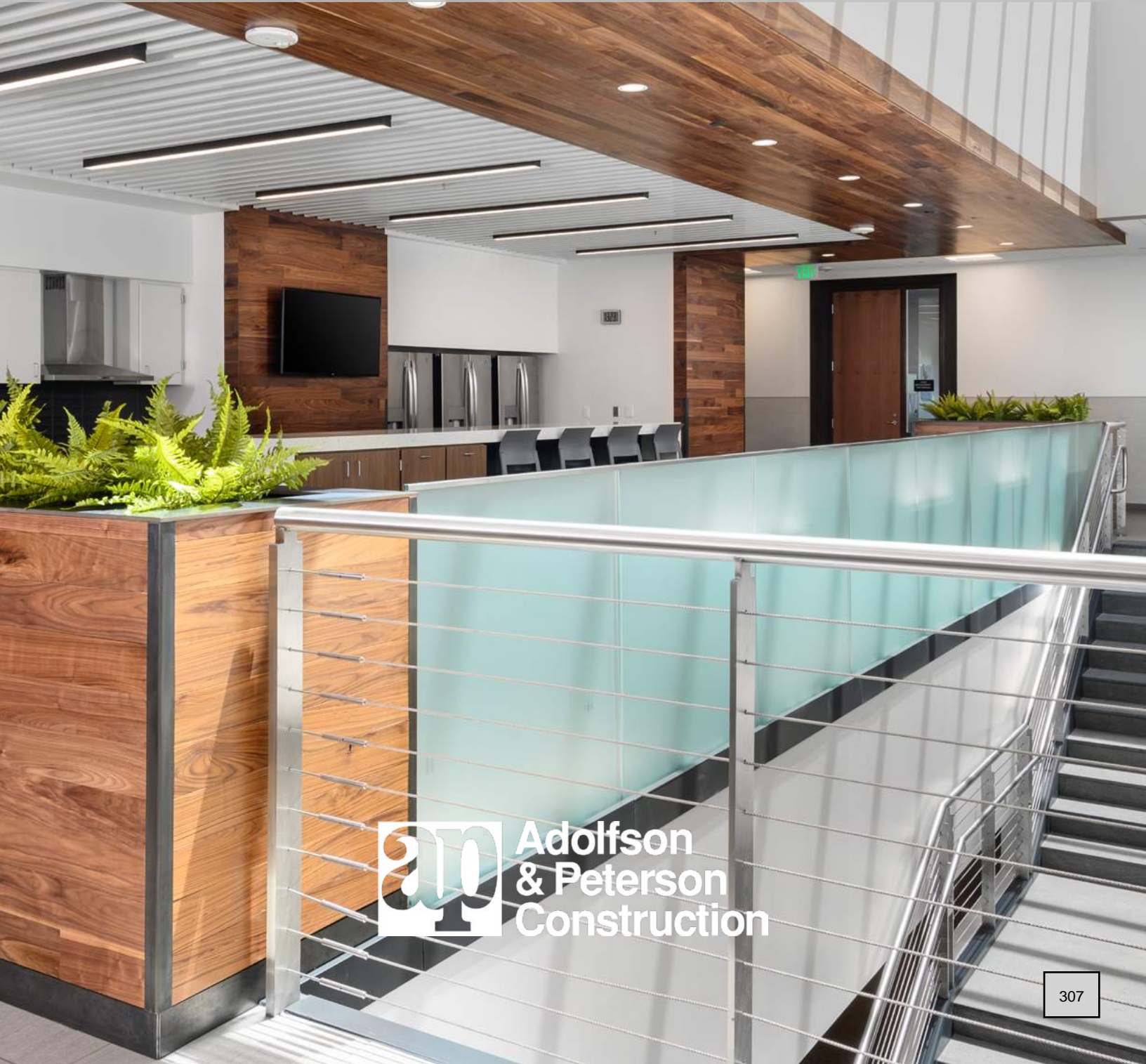
Estimate #: RFP

Project Summary Sheet - Estimated Cost of the Work

	Briefing Area Renovation	Evidence Processing Addition	Training Room Addition	Site	Subtotal		
Division #0 Procurement and Contracting Requirements	\$65,280	\$97,920	\$97,920	\$65,280	326,400	\$26.14 /SF	7.1% of Direct Costs
Division #1 General Requirements	\$16,906	\$87,025	\$87,245	\$45,076	236,252	\$18.92 /SF	5.1% of Direct Costs
Division #2 Existing Conditions	\$37,523	\$41,512	\$17,709	\$44,514	141,258	\$11.31 /SF	3.1% of Direct Costs
Division #3 Concrete	\$0	\$107,371	\$77,953	\$0	185,324	\$14.84 /SF	4.0% of Direct Costs
Division #4 Masonry	\$0	\$209,048	\$109,199	\$0	318,247	\$25.49 /SF	6.9% of Direct Costs
Division #5 Metals	\$0	\$181,080	\$100,007	\$0	281,087	\$22.51 /SF	6.1% of Direct Costs
Division #6 Wood, Plastics, and Composites	\$45,593	\$9,447	\$16,670	\$0	71,710	\$5.74 /SF	1.6% of Direct Costs
Division #7 Thermal and Moisture Protection	\$175,161	\$208,734	\$94,690	\$0	478,584	\$38.33 /SF	10.4% of Direct Costs
Division #8 Openings	\$12,448	\$40,717	\$24,243	\$0	77,408	\$6.20 /SF	1.7% of Direct Costs
Division #9 Finishes	\$128,609	\$181,346	\$81,773	\$4,500	396,227	\$31.73 /SF	8.6% of Direct Costs
Division #10 Specialties	\$0	\$5,323	\$1,200	\$1,125	7,648	\$0.61 /SF	0.2% of Direct Costs
Division #11 Equipment	\$0	\$0	\$0	\$0	0	\$0.00 /SF	0.0% of Direct Costs
Division #12 Furnishings	\$4,186	\$0	\$845	\$0	5,031	\$0.40 /SF	0.1% of Direct Costs
Division #13 Special Construction	\$0	\$0	\$0	\$156,325	156,325	\$12.52 /SF	3.4% of Direct Costs
Division #14 Conveying Equipment	\$0	\$0	\$0	\$0	0	\$0.00 /SF	0.0% of Direct Costs
Division #21 Fire Suppression	\$0	\$0	\$0	\$0	0	\$0.00 /SF	0.0% of Direct Costs
Division #22 Plumbing	\$53,782	\$60,431	\$60,954	\$0	175,167	\$14.03 /SF	3.8% of Direct Costs
Division #23 Heating, Ventilating and Air Conditioning	\$135,630	\$232,688	\$264,964	\$0	633,281	\$50.72 /SF	13.7% of Direct Costs
Division #25 Integrated Automation	\$0	\$0	\$0	\$0	0	\$0.00 /SF	0.0% of Direct Costs
Division #26 Electrical	\$80,810	\$112,236	\$121,877	\$0	314,923	\$25.22 /SF	6.8% of Direct Costs
Division #27 Communications	\$0	\$23,088	\$25,071	\$0	48,160	\$3.86 /SF	1.0% of Direct Costs
Division #28 Electronic Safety and Security	\$0	\$30,615	\$31,355	\$0	61,970	\$4.96 /SF	1.3% of Direct Costs
Division #31 Earthwork	\$0	\$24,732	\$60,445	\$378,151	463,329	\$37.10 /SF	10.0% of Direct Costs
Division #32 Exterior Improvements	\$0	\$3,570	\$0	\$149,715	153,285	\$12.28 /SF	3.3% of Direct Costs
Division #33 Utilities	\$0	\$0	\$0	\$80,000	80,000	\$6.41 /SF	1.7% of Direct Costs
Subtotal	\$755,928	\$1,656,882	\$1,274,121	\$924,687	\$4,611,617	\$369.31 /SF	100.0% of Project
Utility Tap & Devel. Fees	\$0	\$0	\$0	\$0	By Owner	\$0.00 /SF	
Permit Allowance	\$5,759	\$12,622	\$9,706	\$7,044	35,131	\$0.00 /SF	0.76% of Project
Use Tax	\$0	\$0	\$0	\$0	Tax Exempt	\$0.00 /SF	0.00% of Project
Design Contingency	\$37,357	\$81,882	\$62,966	\$45,697	227,903	\$18.25 /SF	4.00% of Project
Estimate Contingency	\$37,357	\$81,882	\$62,966	\$45,697	227,903	\$18.25 /SF	4.00% of Project
Construction Contingency	\$28,018	\$61,412	\$47,225	\$34,273	170,927	\$13.69 /SF	3.00% of Project
Builders Risk Insurance	\$1,814	\$3,977	\$3,058	\$2,219	11,068	\$0.89 /SF	0.24% of Costs
Comprehensive General Liability Insurance	\$10,740	\$23,541	\$18,103	\$13,138	65,522	\$5.25 /SF	1.15% of Project
Performance and Payment Bond	\$6,538	\$14,329	\$11,019	\$7,997	39,883	\$3.19 /SF	0.70% of Project
Escalation Allowance	\$18,679	\$40,941	\$31,483	\$22,849	113,952	\$9.13 /SF	2.00% of Project
Contractors Fee	\$30,353	\$66,529	\$51,160	\$37,129	185,171	\$14.83 /SF	3.25% of Project
Preconstruction Services	\$1,393	\$3,054	\$2,348	\$1,704	8,500	\$0.68 /SF	
Estimated Cost of Construction							
RFP	\$933,937	\$2,047,051	\$1,574,156	\$1,142,436	\$5,697,578	\$456.28 /SF	100.0% of Project
Bid Options							
New Police Dept Access					\$34,105		
New Security Gate					\$17,865		
New Carport Canopy at parking lot					\$151,346		
New Carport Canopy at Addition					\$123,001		
Replace existing evidence Lockers					\$18,746		

THREE

CERTIFICATE
OF GOOD
STANDING





Include current Certificate of Good Standing with the State of Colorado.

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,
ADOLFSON & PETERSON, INC.

is an entity formed or registered under the law of Minnesota, 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 19871418774.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 07/13/2023 that have been posted, and by documents delivered to this office
electronically through 07/14/2023 @ 11:04:38.

I have affixed herein the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 07/14/2023 @ 11:04:38 in accordance with applicable law.
This certificate is assigned Confirmation Number 15146698.



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 valid and immediately valid and effective.
However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Public's
Certificate page of the Secretary of State's website, https://www.colorado.gov/sts/CertificateIssuanceCriteria,by entering the certificate's
confirmation number displayed on the certificate, and following the instructions displayed. Confirmation for issuance of a certificate is
always optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website,
https://www.colorado.gov/sts, "Database, Instructions, Trade Shows" and select "Frequently Asked Questions."

FOUR PROJECT SCHEDULE



Adolfson
& Peterson
Construction



FOUR: PROJECT SCHEDULE

Provide a proposed project schedule, to include coordination with the design team and construction of the Project.

By developing the master schedule in conjunction with you, the design team and major subcontractors, we will understand project variables and resources, establish realistic schedule objectives and focus all resources on optimal performance and construction quality.

Line	Name	Duration	APC	Start	Finish	2023												2024											
						Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
	Johnstown PD - Renovation and Expansion	319d		7/14/2023	10/16/2024	[Gantt chart bars for the entire project duration]																							
	Preconstruction	184d		7/14/2023	4/4/2024	[Gantt chart bars for preconstruction phase]																							
1	RFP / RFQ Information	14d		7/14/2023	8/2/2023	[Gantt chart bar]																							
	RFP Submission and Review	14d		7/14/2023 *	8/2/2023	[Gantt chart bar]																							
	Document Development	80d		8/3/2023	11/27/2023	[Gantt chart bar]																							
	Design Development	60d		8/3/2023	10/26/2023	[Gantt chart bar]																							
	Construction Documents	40d		9/29/2023	11/27/2023	[Gantt chart bar]																							
	Permitting	40d		10/27/2023	12/27/2023	[Gantt chart bar]																							
	Contracting & Award	40d		10/20/2023	12/18/2023	[Gantt chart bar]																							
	Long Lead Submittals & Procurement	110d		10/27/2023	4/4/2024	[Gantt chart bar]																							
	Construction	205d		12/28/2023	10/16/2024	[Gantt chart bars for construction phase]																							
	Site Mobilization	5d		12/28/2023	1/4/2024	[Gantt chart bar]																							
	2024 Construction	180d		1/5/2024	9/18/2024	[Gantt chart bars for 2024 construction]																							
	Building Expansion	120d		1/5/2024	6/21/2024	[Gantt chart bars for building expansion]																							
2	Building Protection	10d		1/5/2024	1/18/2024	[Gantt chart bar]																							
3	Site and Building Demolition	15d		1/19/2024	2/8/2024	[Gantt chart bar]																							
4	Existing Areas Renovations	20d		1/19/2024	2/15/2024	[Gantt chart bar]																							
5	Foundations	20d		1/26/2024	2/22/2024	[Gantt chart bar]																							
6	Superstructure	20d		2/16/2024	3/14/2024	[Gantt chart bar]																							
7	Exterior Envelope	20d		3/15/2024	4/11/2024	[Gantt chart bar]																							
8	MEP	25d		4/12/2024	5/16/2024	[Gantt chart bar]																							
9	Interior Finishes	25d		5/17/2024	6/21/2024	[Gantt chart bar]																							
	Building Renovations	60d		6/24/2024	9/18/2024	[Gantt chart bars for building renovations]																							
10	Temporary Offices and Owner Move	5d		6/24/2024	6/28/2024	[Gantt chart bar]																							
11	Roofing Replacement	25d		6/24/2024	7/30/2024	[Gantt chart bar]																							
12	Demolition	10d		7/1/2024	7/16/2024	[Gantt chart bar]																							
13	MEP	20d		7/17/2024	8/13/2024	[Gantt chart bar]																							
14	Interior Finishes	25d		8/14/2024	9/18/2024	[Gantt chart bar]																							
	Sitework	40d		4/12/2024	6/7/2024	[Gantt chart bars for sitework]																							
	Closeout	105d		5/17/2024	10/16/2024	[Gantt chart bar]																							
15	Demobilize	10d		10/3/2024	10/16/2024	[Gantt chart bar]																							
	Expansion and Site	45d		5/17/2024	7/23/2024	[Gantt chart bars for expansion and site]																							
	Renovation	35d		8/14/2024	10/2/2024	[Gantt chart bars for renovation]																							



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Job #: <ENTER JOB NUMBER HERE> Date: 7/6/2023 8:53:01 PM

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Data Date: 7/14/2023

Page 1 of 1

Filter: No Summary Tasks

FIVE

PROJECT TEAM:
RESOURCE COMMITMENT,
CAPABILITIES AND
EXPERIENCE





GENERAL

Provide a detailed response to the qualification requirements outlined above.

Please see page 4 for our detailed qualification requirements.

Additionally, list current projects under construction including owner's name and contact information, contract price, percent complete, scheduled completion date and brief description of the work.



PROJECT NAME	OWNER CONTACT	CONTRACT PRICE	PERCENT COMPLETE	COMPLETION DATE	DESCRIPTION OF WORK
835 Wood Street	City of Fort Collins Blake Visser 970.221.6805 bvisser@fcgov.com	\$3,747,400	5%	1/4/2024	Addition to a fleet maintenance building along with interior renovations
ALD Sheridan Library Renovation	Arapahoe Library District Jose Ortiz 303.792.8966 jortiz@ald.lib.co.us	\$1,034,052	55%	8/31/2023	Renovations to an occupied library
Arapahoe County Alternative Sentencing	Facilities and Fleet Management, Arapahoe County Megan Secrist 720.957.8507 mseacrist@arapahoegov.com	\$39,300,000	1%	7/1/2025	An expansion to the existing facility along with MEP & interior upgrades
Boulder County Jail Alternative Sentencing and Intake Addition	Boulder County Joe May 303.579.7020 jmay@bouldercounty.org	\$49,600,000	1%	3/1/2025	Renovations to the existing jail and the intake facility
CSU Women's Soccer & Softball Complex	Colorado State University Tony Flores 970.491.7110 steven.flores@ColoState.edu	\$9,498,445	45%	7/25/2023	Replacement of the existing soccer & softball complex.
CU Biotech Microscopy Lab	University of Colorado Boulder Katherine Dunklau 303.735.1396 katherine.dunklau@colorado.edu	\$2,126,284	17%	10/31/2023	Buildout of new Lab space & student huddle space.
CU Boulder - Ekeley Lab Renovation	University of Colorado Boulder Keane Ray 303.819.3139 keane.ray@colorado.edu	\$22,150,000	1%	12/31/2024	Renovations to upgrade the existing science laboratories
CU Hellems Renovation	University of Colorado Boulder Blake Guyer 303.856.6758 blake.guyer@colorado.edu	\$77,424,000	1%	9/30/2025	Historic Renovation to the existing facility
CUB THTR RM C190 Acoustic Reno	University of Colorado Boulder Keane Ray 303.819.3139 keane.ray@colorado.edu	\$1,840,499	95%	6/30/2023	Upgrades to sound system and theater
CUB WALN Roof Replacement	University of Colorado Boulder Keane Ray 303.819.3139 keane.ray@colorado.edu	\$2,697,445	95%	7/31/2023	Roof replacement
Denver Public Schools Manual High School Cooling/MEP Renovation	Denver Public Schools Jim Staples 720.646.2833 jim_staples@dpsk12.org	\$10,097,363	94%	8/24/2023	HVAC Upgrades
Denver Public Schools West High School Renovations	Denver Public Schools Guillermo Valenzuela 720.423.1881 guillermo_valenzuela@dpsk12.org	\$12,767,205	76%	9/28/2023	MEP upgrades along with interior finishes on an occupied campus.
DHHA - Pavilion A ED Refresh	Denver Health Mark Romano 303.602.2428 mark.romano@dhha.org	\$2,605,915	67%	10/31/2023	Upgrades within the emergency department



PROJECT NAME	OWNER CONTACT	CONTRACT PRICE	PERCENT COMPLETE	COMPLETION DATE	DESCRIPTION OF WORK
DU JOC Hilltop Const	University of Denver Erin Ross 303.871.3174 E.Ross@du.edu	\$2,811,779	75%	8/31/2023	Interior renovations & ADA upgrades
Foothills Park & Recreation District Golf Course Clubhouse	Foothills Park and Recreation District Ronald Hopp 303.409.2107 rhopp@fhprd.org	\$16,132,482	29%	1/5/2024	New construction of club house and services
Fort Lupton Recreation Center and Splash Pad	Fort Lupton Recreation Department Monty Schuman 303.857.4200 mschuman@fortluptonco.gov	\$12,391,000	10%	10/1/2024	Addition and upgrades to recreation center and splash pad
FRCC College Hill Library Mechanical Renovation	Front Range Community College Stephen Graziano 303.466.5000 stephen.graziano@frontrange.edu	\$4,225,968	88%	7/1/2023	Mechanical system upgrades
Grand Fire - North Fire Station	Grand Fire Protection District Brad White 970.887.3380 bwhite@grandfire.org	\$9,016,885	60%	8/1/2023	New fire station
H5 2nd Floor Buildout	H5 Data Centers Bill Johnson 303.714.7790 bill@h5datacenters.com	\$7,247,022	89%	7/28/2023	Data center build-out
H5 Data Center Phase 1.2	H5 Data Centers Bill Johnson 303.714.7790 bill@h5datacenters.com	\$3,087,602	9%	10/31/2023	Phase of data center upgrades
Hayden Community Center - Phase 2	Town of Hayden Mathew Mendisco 970.276.3741 mathew.mendisco@haydencolorado.org	\$4,780,739	4%	2/15/2024	Community center upgrades
Independent Financial Reno-Replace - Denver	Independent Financial Tyler Ross 214.696.1700 tyler.ross@kdc.com	\$4,388,682	28%	10/12/2023	Renovations and upgrades to offices
Independent Financial Renovations and Replacements - Greeley	Independent Financial Tyler Ross 214.696.1700 tyler.ross@kdc.com	\$2,198,721	51%	6/24/2023	Renovations and upgrades to offices
Larimer County Community Corrections Improvements	Larimer County Les Brown 970.498.5918 brownld@larimer.org	\$4,397,536	3%	12/16/2023	Improvements within existing corrections facility
LPC 16 Market Square Lobby Ren	Lincoln Property Company Mickey Plotkin 303.467.7339 mplotkin@lpc.com	\$1,953,602	13%	8/27/2023	Lobby renovation
NARF TI	CBRE Audra Johnson 312.636.6986 Audra.Johnson@cbre.com	\$3,244,591	98%	7/31/2023	Tenant improvements
New Vista High School	Boulder Valley School District Gene Temanson 303.404.9901 gene.temanson@bvsd.org	\$41,119,200	1%	12/31/2024	New alternative high school
Northern Water-Building A Addition & Renovation	Northern Water John Marlow 303.629.1244 john.marlow@usengineering.com	\$34,365,619	20%	4/5/2024	Additions and renovations on existing campus
Northridge High School Renovation	Weld RE-6 School District Kent Henson 970.348.6400 khenson1@greeleyschools.org	\$11,211,229	44%	12/31/2023	Interior upgrades & mechanical system upgrades
Peakview Elementary School	Weld RE-4 School District Michael McCullar 970.686.7411 michael.mccullar@weldre.org	\$34,000,000	5%	6/14/2024	New construction of K-5 facility
Prairie View HS CTE Center	School District 27 Rob Coffin 303.655.2819 rcoffin@sd27j.net	\$24,880,546	30%	8/1/2023	New CTE facility
Raindance Elementary School	Weld RE-4 School District Michael McCullar 970.686.7411 michael.mccullar@weldre.org	\$34,000,000	4%	9/6/2024	New construction of K-5 facility



PROJECT NAME	OWNER CONTACT	CONTRACT PRICE	PERCENT COMPLETE	COMPLETION DATE	DESCRIPTION OF WORK
Reimagining Montbello	Denver Public Schools Renne Verspoor 720.423.1928 renee_verspoor@dpsk12.org	\$141,977,761	19%	12/31/2024	New construction & renovation of the existing campus
Roosevelt Middle School	Weld RE-5J School District Chuck Jordan 970.686.5695 cjordan@rhlengineering.com	\$39,459,667	4%	12/31/2024	Conversion of existing high school into middle school
Silverthorne Child Care Facility	Summit County Elisabeth Lawrence 970.389.4399 elisabeth.lawrence@summitcountyco.gov	\$7,479,229	45%	7/17/2023	New construction of child care center
Silverthorne Recreation Center Remodel	Town of Silverthorne Steven Herrman 970.262.7375 steven.herrman@silverthorne.org	\$4,999,877	16%	2/23/2024	Renovations to existing recreation center
South Suburban Littleton Golf Tennis Replacement Facility	South Suburban Parks & Recreation District Melissa Reese-Thacker 303.483.7023 melissar@ssprd.org	\$11,755,072	31%	8/22/2023	Replacement of tennis center
South Suburban Parks & Recreation - Family Sports Facility	South Suburban Parks & Recreation District Melissa Reese-Thacker 303.483.7023 melissar@ssprd.org	\$10,613,809	65%	10/11/2023	Field house renovation
Thornton Community Center Remodel	City of Thornton Jennifer Cahill PMP 303.538.7330 Jennifer.Cahill@thorntonco.gov	\$19,709,408	13%	9/12/2024	Renovation of community center
Vail Health Dillon Medical Office Building - ASC Build Out	MBRE Healthcare Mark Southwick 720.388.9324 msouthwick@remedymed.com	\$10,231,960	100%	6/15/2023	New construction of surgery center
Vail Health Dillon MOB - Tenant Improvement & Ambulatory Surgical Center	MBRE Healthcare Mark Southwick 720.388.9324 msouthwick@remedymed.com	\$8,841,478	99%	6/15/2023	Tenant improvements within medical offices
WC Science Lab Renovation	Front Range Community College Stephen Graziano 303.466.5000 stephen.graziano@frontrange.edu	\$5,691,905	60%	8/1/2023	Science lab renovations
WCSD6 - Franklin Addition & Renovation	Weld RE-6 School District Kent Henson 970.348.6400 khenson1@greeleyschools.org	\$4,389,866	28%	10/31/2023	Elementary school addition and renovation
WCSD6 - Maplewood ES Renovation	Weld RE-6 School District Kent Henson 970.348.6400 khenson1@greeleyschools.org	\$2,287,010	93%	8/31/2023	Elementary school renovation
WCSD6 Madison PK8	Weld RE-6 School District Kent Henson 970.348.6400 khenson1@greeleyschools.org	\$49,473,486	86%	10/31/2023	Addition and renovations to existing middle school
WCSD6 Monfort ES	Weld RE-6 School District Kent Henson 970.348.6400 khenson1@greeleyschools.org	\$4,344,294	3%	10/31/2023	Elementary school renovation
Weld RE-5J Roosevelt High School	Weld RE-5J School District Karen Trusler 970.587.6050 karen.trusler@weldre5j.org	\$107,425,265	92%	8/4/2023	New construction of high school
Wiggins Elementary Reno	Wiggins School District RE-50J Trent Kerr 970.483.7762 kerrt@wiggins50.k12.co.us	\$1,409,279	43%	8/4/2023	Elementary school renovations
Wiggins PK Addition	Wiggins School District RE-50J Trent Kerr 970.483.7762 kerrt@wiggins50.k12.co.us	\$2,365,394	90%	7/10/2023	Addition to existing school



Describe recent experience, completed in the last five years, by the firm in the State of Colorado, highlighting any partnering or CM experience which your firm was/is the lead, including experience of key staff with similar owner/engineer/construction manager teams.

AP has completed over 500 projects in the state of Colorado in the past five years, 95% of which have been CMGC. Below are featured relevant projects.

AP has completed
OVER 260
RENOVATION PROJECTS
totalling **\$750M**

PROJECT NAME	LOCATION	OWNER	CONTRACT PRICE	ARCHITECT	COMPLETION DATE
Arapahoe Library District Castlewood Library Renovation	Centennial, CO	Arapahoe Library District	\$4,858,436	OZ Architecture	4/16/2020
Arapahoe Library District Kelter Library	Byers, CO	Arapahoe Library District	\$8,696,112	OZ Architecture	10/1/2021
Englewood Police Station	Denver, CO	City of Englewood	\$23,012,624	DLR Group	2/19/2021
Grand Fire - North Fire Station	Granby, CO	Grand Fire Protection District	\$9,104,933	2H Mechanical LLC	3/20/2019
Larimer County Alternative Sentencing & Community Corrections Improvements	Fort Collins, CO	Larimer County	\$23,012,624	The Architects Studio	5/23/2023
Northern Water Berthoud Campus Expansion Project - Phase I	Berthoud, CO	Northern Water	\$24,569,356	RB+B Architects	11/7/2022
Northern Water West Slope Campus	Granby, CO	Northern Water	\$28,126,587	Design Point Engineering LLC	9/12/2022
Northern Water-Building A Addition & Renovation	Berthoud, CO	Northern Water -- U.S. Engineering	\$34,365,619	Design Point Engineering LLC	9/12/2022
South Metro Fire Rescue Station 20	Highlands Ranch, CO	South Metro Fire Rescue Authority	\$7,842,184	OZ Architecture	5/17/2021
South Stockyards & Stockyards Event Center	Denver, CO	City and County of Denver	\$27,871,045	HKS Architects	2/28/2023
South Suburban Parks & Rec - Goodson Recreation Center	Centennial, CO	South Suburban Parks & Recreation District	\$1,258,451	Perkins+Will 4	1/22/2020
Thornton Community Center Remodel	Thornton, CO	City of Thornton	\$19,709,408	Studiotrope	4/23/2019
Thornton Fire Station #7	Thornton, CO	City of Thornton	\$7,194,559	Allred & Associates Architects	12/1/2022
Town of Hayden - Community Center Renovation	Hayden, CO	Town of Hayden	\$2,512,805	TAB Associates 56	1/28/2022

ENGLEWOOD POLICE HEADQUARTERS



The new City of Englewood Police Headquarters provides modern and secure facility needs, and is more than double the size of their former facility space. The new facility was built directly next to the original headquarters built in 1972, which was demolished and replaced with secured parking. The new facility includes a multi-purpose training room that can also function as an emergency operations center; a modern infrastructure to support data, voice and other communications applications; and security systems that improve safety for visitors, police staff and arrested individuals.



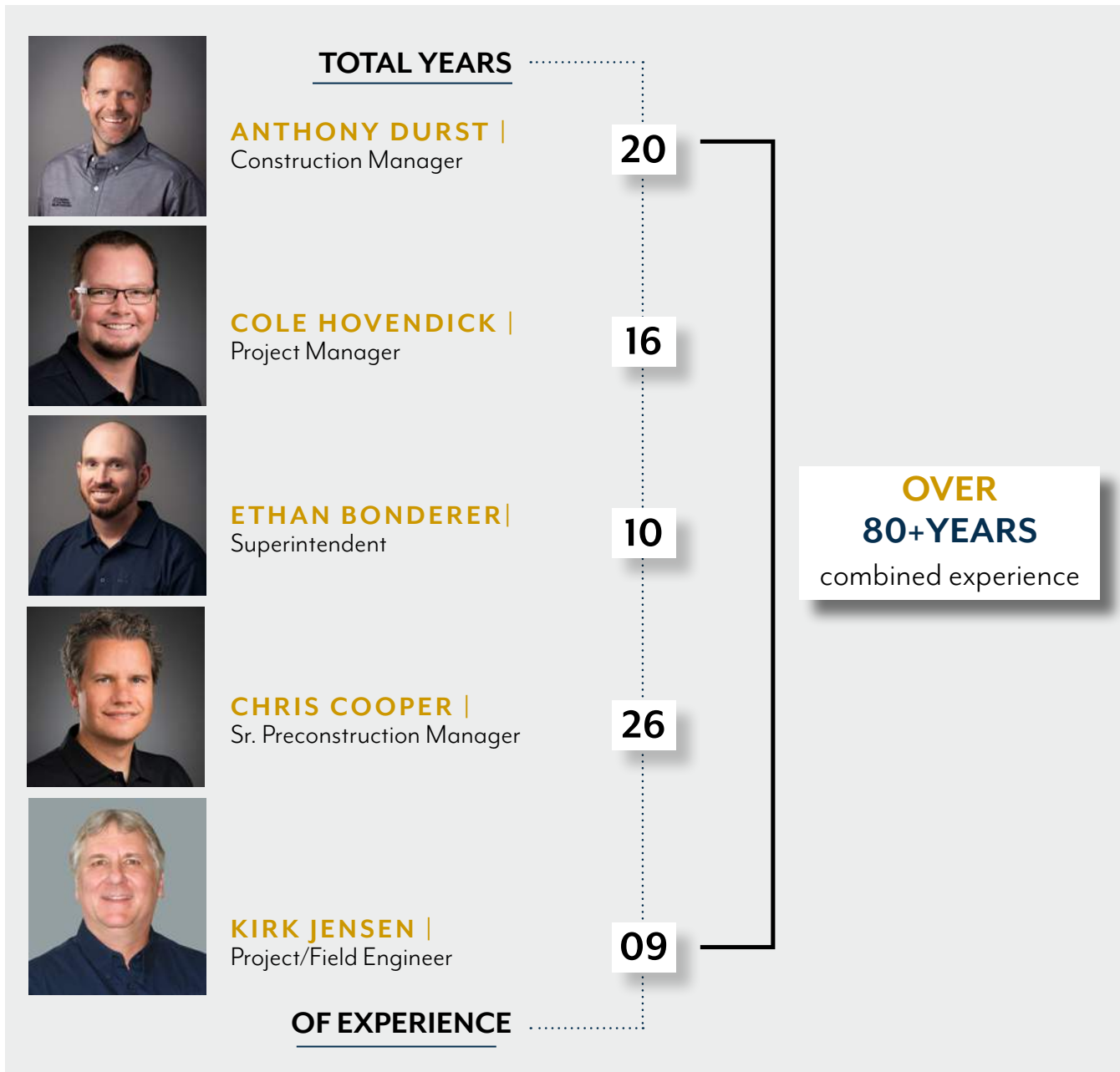
FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

STAFF

Submit the following information regarding staff that will be dedicated to the project:

- Job descriptions of key positions (i.e., project manager, project superintendent(s).
- Onsite project manager
- Project engineer
- Cost estimator
- Others as appropriate

Names and experience and qualifications of individuals proposed to fill key positions.





ANTHONY DURST | Construction Manager

roles and responsibilities

Anthony brings executive-level management to your project. As Construction Manager, he is responsible for strategic planning, risk management and operational decisions. He will be deeply rooted in ensuring satisfaction for all stakeholders and confirming success at every phase of your project.

His responsibilities will include:

- » Providing leadership and a principal-level of commitment to your project
- » Ensuring that the resources necessary to meet your expectations are provided
- » Closely monitoring the preconstruction, construction, and close-out phases of your project

experience

20 years

education

B.S., Construction Management,
South Dakota State University

AIA Constructor Certification, AIA
LEED Accredited Professional
OSHA 30 Hour Certification

references

Matt LeCerf
Town of Johnstown
720.202.6556

Michael Wailes
Weld RE-5J School District
970.301.0712

Bill Wilson
Brush School District Re 2J
970.842.5176

Bob Binder
DLR Group
303.778.0904

project experience

Weld RE-5J Roosevelt High School
Johnstown, CO | \$107,425,265 | 230,000

Adams County School District 50 Westminster High School
Westminster, CO | \$76,182,985 | 369,000 sf

CU Boulder - Hellems Renovation
Boulder, CO | \$74,583,000 | 95,000 sf

Adams City High School/Community Learning Center
Commerce City, CO | \$59,611,721 | 293,000 sf

University of Northern Colorado Campus Commons
Greeley, CO | \$59,500,000 | 110,000 sf

Eagle County Battle Mountain High School
Edwards, CO | \$54,894,597 | 204,000 sf

Brush Middle School/High School Addition and Renovation
Brush, CO | \$51,000,000 | 129,000 sf

Convert Roosevelt HS to Middle School
Johnstown, CO | \$42,300,000 | 119,253 sf

Adams 12 Thunder Vista P-8
Broomfield, CO | \$38,000,000 | 130,036 sf

Aurora Public Schools Vista Peak High School Campus
Aurora, CO | \$37,737,080 | 216,000 sf

Johnstown Recreation Center
Johnstown, CO | \$28,848,238 | 70,000 sf

Northridge High School Renovation
Greeley, CO | \$10,968,576 | 199,000 sf



COLE HOVENDICK | PROJECT MANAGER

experience

16 years

education

B.S., Construction Management,
Colorado State University

CPR, First Aid, AED
OSHA 30

references

Dan McComb
Construction Company, Inc.
303.287.5525

Stephen Graziano
Front Range Community College
303.404.5161

Dan Tedder
The William Warren Group
949.242.7985

Tony Diaz
Worth Ross
303.309.0368

roles and responsibilities

As Project Manager, Cole will lead daily activities required to ensure the effective application of our knowledge and resources during the preconstruction phase, followed by the accurate in-field execution of contract documents during construction on this important project. Along with the Superintendent, he will lead the construction team and maintain regular communication with the owner and design team.

His responsibilities will include:

- Understanding the financial goals for your project to control subcontracts and budgets
- Overseeing trade contractors and supplier coordination
- Participating in the preparation of bid packages and defining the scope of work
- Ensuring the resources necessary to meet your expectations are provided
- Working closely with you and the project team while ensuring that the daily performance is meeting the overall goals of the project

project experience

Poudre School District Wellington Middle-High School
Wellington, CO | \$120,668,448 | 250,000 sf

Convert Roosevelt HS to Middle School
Johnstown, CO | \$42,300,000 | 119,253 sf

FRCC Larimer Campus Mount Antero Office Renovation
Fort Collins, CO | \$24,076 | 200 sf

Larimer County Alternative Sentencing Expansion & Community Corrections Improvements
Fort Collins, CO | \$23,012,624 | 55,000 sf

CSU Moby GeoExchange
Fort Collins, CO | \$20,529,488 | 300,000 sf

Larimer County Alternative Sentencing Expansion
Fort Collins, CO | \$18,538,958 | 55,000 sf

Kaiser Permanente East Repair
Denver, CO | \$13,079 | 1,000 sf

Candlewyck Roof
Denver, CO | \$7,555,788 | 55,000 sf

CSU Moby Locker Rooms
Fort Collins, CO | \$5,774,278 | 8,400 sf

FRCC - Boulder Campus Renovations
Longmont, CO | \$4,789,120 | 23,069 sf



ETHAN BONDERER | SUPERINTENDENT

experience

10 years

education

B.S., Civil Engineering, University of Missouri

ACI Flatwork Associate Certification

First Aid CPR AED, IMP22S69HMG5

OSHA 30-hour Construction Safety and Health, 26-607355724

references

Tony Aguirre
Jeremy Tryba Architects
303.831.4010

Eric Brumet
Greeley West High School
970.227.4413

Lisa Gardner
Hord Coplan Macht
303.222.0230

Kent Henson
Greeley-Evans Weld County School
District 6
970.348.6409

roles and responsibilities

Ethan will work under the Sr. Superintendent, supporting the scheduling and construction goals of your project. He will assist in managing personnel, materials and allocation of the project budget in keeping with the larger objectives of your project. He will maintain regular, daily communication with the overall AP team and serve as an on-site resource to the client and design team on a continual basis.

His responsibilities will include:

- Coordinating subcontractor oversight including scheduling and materials delivery by preparing, managing and updating the detailed project schedule
- Responding timely to purchase requests, change orders and architectural supplemental instruction
- Participating in OAC meetings and leading regular on-site safety meetings
- Establishing and managing the close-out process with the project manager as the project reaches completion

project experience

Greeley West High School
Greeley, CO | \$127,311,711 | 280,000 sf

University of Denver Community Commons
Denver, CO | \$63,000,000

Google Campus Building Wing
Boulder, CO | \$54,000,000

WCSD6 Madison PK8
Greeley, CO | \$49,392,800 | 111,923 sf

Pfizer M22 Building Renovation and CCPA Expansion
McPherson, KS | \$35,000,000

Louisville Recreational Center Renovations and Expansion
Louisville, CO | \$28,500,000

Interstate Bridge Overpass Installment and Surrounding Improvements
Harrisonville, MO | \$15,000,000

Worlds of Fun Amusement Park Front Entrance Build and Park Improvements
Kansas City, MO | \$12,000,000

Northridge High School Renovation
Greeley, CO | \$10,968,576 | 199,000 sf



CHRIS COOPER | SENIOR PRECONSTRUCTION MANAGER

experience

26 years

education

B.S., Architectural Studies
Southern Illinois University

AGC Executive Leadership Academy Graduate
Leadership Fort Collins Class of 2022
OSHA 10 Hour
Silica Awareness Training

references

Amy Cook
Northern Water
970.622.2261

Matt LeCerf
Town of Johnstown
720.202.6556

David Bragg
Larimer County
970.498.5918

Chuck Jordan
Anser Advisory
970.686.5695

roles and responsibilities

Chris will be responsible for managing the preconstruction of your project. He will work in close coordination with the team to calculate project costs in conjunction with the overall design objectives established for your project. During construction, he will serve as an expense tracking resource for the Superintendent to ensure directives and decision making benefit from real-time construction cost estimating and big-picture financial understanding.

His responsibilities will include:

- Performing quantity surveys, take-offs and project jobsite surveys
- Managing estimating, appropriate value engineering and budgeting management
- Bringing leadership level insight to budget and constructibility feedback
- Procuring subcontractors by managing coordination, solicitation, plan distribution and extensive scope reviews
- Leading prebid meetings, jobsite walks and subcontractor meet & greets
- Assisting with the buyout process and pre-award conferences

project experience

City of Aurora Public Safety Training Center (CAPSTC)
Aurora, CO | \$24,948,643 | 44,023 sf

CoBank Center Village Center Station III
Greenwood Village, CO | \$75,602,414 | 296,000 sf

Englewood Police Headquarters
Englewood, CO | \$23,012,624 | 52,000 sf

Johnstown Recreation Center
Johnstown, CO | \$28,848,238 | 70,000 sf

Larimer County Alternative Sentencing Expansion & Community Corrections Improvements
Fort Collins, CO | \$23,012,624 | 55,000 sf

Village Center Station II Charter Communications
Greenwood Village, CO | \$62,194,152 | 328,000 sf

South Suburban Parks and Recreation - Field House
Littleton, CO | \$55,863,905 | 206,000 sf

South Metro Fire Rescue Station 20
Highlands Ranch, CO | \$7,842,184 | 8,000 sf

Northern Water Berthoud Campus Expansion Project - Phase I
Berthoud, CO | \$24,569,356 | 50,425 sf

Thornton Fire Station #7
Thornton, CO | \$7,196,572 | 8,810 sf



KIRK JENSEN | PROJECT/FIELD ENGINEER

roles and responsibilities

Kirk will assist with the daily organization and control of project elements to ensure that your project moves smoothly. Learning from the Project Manager, he will be a solid support to manage field operations with the Superintendent. He will be familiar with the project contracts, project plans and the owner's goals.

His responsibilities will include:

- Assisting the Project Manager through research and documentation of financial transactions and submittals
- Assisting the preconstruction effort through soft estimating and pricing exercises
- Assisting the Superintendent by managing day-to-day operations flow

experience

9 years

education

M.S., Construction Management,
Colorado State University

B.S., Landscape Architecture &
Environmental Planning, Utah State
University

CPR AED American Heart Association
Heartsaver First Aid
Fisher Phillips Safety Training
OSHA 30 Hour Certification

references

David Bragg
Larimer County
303.472.2224

Jill Fox
Larimer County
970.988.0040

Jeff Errett
The Architects Studio
970.217.0621

Tim Hand
Larimer County
970.449.2781

project experience

Poudre School District Timnath Middle-High School
Fort Collins, CO | \$135,103,985 | 252,000 sf

CoBank Center Village Center Station III
Greenwood Village, CO | \$75,602,414 | 296,000 sf

University of Colorado Boulder Music Imig Addition
Boulder, CO | \$48,132,473 | 64,173 sf

Colorado State University Health and Medical Center
Fort Collins, CO | \$44,798,651 | 161,000 sf

FRCC Larimer Campus Renovations
Fort Collins, CO | \$28,777,778 | 29,200 sf

FRCC Westminster Campus Renovations
Westminster, CO | \$28,396,814 | 400,000 sf

Aurora Central Recreation Center
Aurora, CO | \$26,482,512 | 60,000 sf

City of Aurora Public Safety Training Center (CAPSTC)
Aurora, CO | \$24,948,643 | 44,023 sf

Larimer County Alternative Sentencing Expansion & Community Corrections Improvements
Fort Collins, CO | \$23,012,624 | 55,000 sf



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

SAFETY

Provide the firm's OSHA reportable accident rate and current workman's compensation insurance multiplier for the last 3 years.



Safety Record **Last 3 Years**

AP is well below the EMR national average of 3.0.

AP is well below the OSHA Accident Rate national average of 3.0.

YEAR	OSHA RECORDABLE ACCIDENT RATE	EMR (worker's compensation mod rate)
2022	2.45	0.89
2021	2.42	0.84
2020	2.58	0.77

Address your company's safety program and any additional information that would be useful in showing your approach to a safe work site.



Justin Chivers
Safety Manager

AP's mission is attracting and retaining top talent. Encouraging and providing educational opportunities for our employees is vital for our success. AP Project Management Teams complete a variety of safety training meeting both external regulatory requirements and internal best practices. All project Superintendents and Foreman receive training as competent persons in areas specific to the work AP executes.

AP's Orientation process is tailored to meet the unique requirements that many of our job sites demand. All individuals entering into an AP project site, whether it be field personnel performing work or a temporary visitor to the site require a site-specific orientation communicating the specific hazards and safety expectations of the site. Upon completion individuals receive a numbered sticker signifying they have reviewed and understand the expectations of the site.

Incident & Injury Free (IIF)
Crisis Management
Forklifts – operators
Riggers
Signalpersons
Powder Actuated Tools
Fall Protection
Heavy Equipment
Aerial lifts – including boom lifts and scissor lifts

Respirators
Silica – awareness and competent person
Scaffold Erection
Scaffold Use
Crane Operations – operators
Confined Space Entry
Ladder Use
Lasers
Lockout/Tagout

Excavation & Trenching
Electrical Safety
Flagging for traffic control
First aid/CPR
OSHA 30 hour Construction Safety
Outreach
Stormwater Management
Additional training as required per job-site conditions – asbestos, lead, etc.



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

SUBCONTRACTORS

List subcontractors that you have working relationships with that might be used on this project.

As a community builder, we understand the importance of using hometown resources and we have a plan for reinvesting your taxpayer’s money locally. If managed well, this project has the potential to benefit the Johnstown economy by supporting your community’s workforce and businesses.

GROUP BY	COMPANY NAME	CITY
01 71 23.16 - Construction Surveying	Civil Arts, Inc.	Longmont
	Coffey Engineering & Surveying, LLC	Bosler
	King Surveyors	Windsor
	Lamp Rynearson	Ft. Collins
	Majestic Surveying, LLC	Windsor
	Northern Engineering	Fort Collins
	Terrain Land Surveying LLC	Berthoud
02 41 19 - Selective Structure Demolition	Engineered Demolition, Inc.	Littleton
	MP Contracting	Denver
	Orion Environmental	Commerce City
	Superior Demolition, Inc.	Denver
03 11 00 - Concrete Forming	A Concrete, Inc.	Johnstown
	AP Construction Inc	Brighton
	Coloscapes Concrete	Loveland
	Hoff Construction	Loveland
	Job Concrete, Inc	Hudson
	Panel Masters Inc	Lafayette
	Structural Concrete Services (ARS)	Wheat Ridge
	Three Brothers Concrete, Inc.	Thornton
	Total Concrete Services Inc TCS	Longmont
	Virtus Concrete	Thornton
03 11 15 - Concrete Building Slabs	A Concrete, Inc.	Johnstown
	All Phase Concrete Construction	Englewood
	Coloscapes Concrete	Loveland
	GR Concrete	Longmont
	Hoff Construction	Loveland
	Marrou Concrete, Inc.	Fort Collins
	Piersons Concrete Construction	Ft. Collins
	Three Brothers Concrete, Inc.	Thornton
	Top Gun Concrete Inc	LIVERMORE
Total Concrete Services Inc TCS	Longmont	
04 20 01 - Masonry Contractors	Big Horn Masonry Inc.	Ft. Collins



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

GROUP BY	COMPANY NAME	CITY
	Builders Stone & Masonry Inc- BSM	Denver
	C. Morgen Masonry Inc	Brighton
	Dels Masonry, Inc.	Longmont
	Division IV, Inc.	Johnstown
	Don's Masonry	Loveland
05 12 00 - Structural Steel Framing	Barton Supply	Aurora
	Front Range Steel	Wellington
	High Plains Steel Services LLC	Windsor
	Metal Solutions Inc.	Ault
	Redd Iron Inc.	Brighton
	St Thomas Steel Inc	Arvada
	Steel Fabricators	Fort Collins
06 20 00 - Finish Carpentry	Boulder Mills Inc	Longmont
	Concepts in Millwork Inc	Colorado Springs
	Front Range Cabinets	Denver
	ISEC Inc.	Greenwood Village
	JK Concepts Inc	Denver
	JK Interior Finish LLC	Fort Collins
	LA Woodworks, Inc.	Windsor
	Wood Technology / Centum Health	Louisville
07 10 00 - Dampproofing and Waterproofing	Absolute Caulking & Waterproofing	Wheat Ridge
	Alpha Insulation & Waterproofing	North Washington
	Barrier Compliance Services	Denver
	Black Roofing & Waterproofing	Boulder
	Division 7 Insulation	Golden
	Division 7 Construction	Denver
	MTN Inc	Englewood
	Rsi Inc. / Restoration Specialists, Inc.	Broomfield
	Summit Sealants/Insulation	Englewood
07 40 00 - Metal Roofing	Academy Roofing Inc	Aurora
	B&M Roofing of CO, Inc.	Frederick
	Black Roofing & Waterproofing	Boulder
	Flynn BEC, LP	Commerce City
	Front Range Roofing Systems, LLC	Greeley
	Roof Check Inc	Longmont
07 50 00 - Membrane Roofing	Academy Roofing Inc	Aurora
	B&M Roofing of CO, Inc.	Frederick
	Black Roofing & Waterproofing	Boulder



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

GROUP BY	COMPANY NAME	CITY
	Flynn BEC, LP	Commerce City
	Front Range Roofing Systems, LLC	Greeley
	Roof Check Inc	Longmont
07 92 00 - Joint Sealants	Absolute Caulking & Waterproofing	Wheat Ridge
	Alpha Insulation & Waterproofing	North Washington
	Barrier Compliance Services	Denver
	Division 7 Construction	Denver
	Rsi Inc. / Restoration Specialists, Inc.	Broomfield
	Summit Sealants/Insulation	Englewood
08 10 00 - Doors, Frames & Hardware	Brothers Door Supply	Berthoud
	Colorado Doorways Inc	Denver
	F C Door	Fort Collins
08 33 23 - Overhead Doors	All Metro Door and Dock Services Inc	Denver
	Complete Door Systems	Henderson
	DH Pace Door Services	Denver
	Front Range Raynor	Fort Collins
	Gold Label Door	Denver
	Overhead Door Company	Denver
08 41 00 - Entrances and Storefronts	B&W Glass, Inc.	Cheyenne
	Commercial Glass	Loveland
	EAP Glass, Inc.	Littleton
	Glass Doctor	Greeley
	Ken Caryl Glass Inc	Littleton
	LW Facades, Inc.	Commerce City
	PCI Metro (PCG)	Denver
09 20 00 - Metal Stud and Drywall-Complete Building	Delta Dry Wall, Inc.	North Washington
	Diversified Builders Inc	Wheat Ridge
	Drywall Services Inc. (DSI)	Lakewood
	Holsinger Drywall Inc	Fort Collins
	Phase 2 Company	Fort Collins
09 51 00 - Acoustical Ceilings	Drywall Services Inc. (DSI)	Lakewood
	Heartland Acoustics & Interiors	Englewood
	High Plains Acoustics	Elizabeth
	Innovative Interiors & Construction	Denver
	Phase 2 Company	Fort Collins
	SRB Acoustics	Englewood
09 60 00 - Flooring	Decor II Inc	Greeley



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

GROUP BY	COMPANY NAME	CITY
	ELEMENTS	Denver
	Floorz LLP	Denver
	Front Range Commercial Flooring LLC	Loveland
	Gary Leimer, Inc.	Denver
	Masters Flooring LLC	Windsor
	Next Generation Surfaces	Englewood
	Spectra Contract Flooring	Denver
09 90 00 - Painting and Coating	Drywall Services Inc. (DSI)	Lakewood
	Maximum Painting	Fort Collins
	Molecular Coatings, Inc.	Loveland
	Phase 2 Company	Fort Collins
	Southwest Company	Parker
21 00 01 - Fire Suppression Contractors	Front Range Fire Protection	Loveland
	Frontier Fire Protection LLC (FFP)	Denver
	Rapid Fire Protection Inc	Timnath
	Total Fire Protection West	Berthoud
	Western States Fire Protection - Fort Collins	Fort Collins
23 00 01 - Complete Mechanical Contractors	Air Comfort, Inc.	Fort Collins
	Central Mechanical, Inc	Erie
	Design Mechanical	Louisville
	Horizon Mechanical Solutions	Fort Collins
	Innovative Mechanical & Design	Fort Collins
	Kuck Mechanical Contractors, LLC	Loveland
	MTech Mechanical Technologies Group	Westminster
	Neuworks Mechanical, Inc.	Fort Collins
	Parker Sheet Metal, Inc.	Longmont
	Poudre Valley Air	Fort Collins
	Strait Mechanical	Evans
	US Engineering Construction LLC	Westminster
	Wray Plumbing & Heating Company	Fort Collins
26 00 01 - Electrical Contractors	Benchmark Electrical Solutions	Windsor
	Bret's Electric LLC	Frederick
	Duro Electric Company	Englewood
	Encore Electric	Lakewood
	Gregory Electric Inc.	Loveland
	Merit Electric Inc.	Fort Collins
	Wayne's Electric Co.	Fort Lupton
	Weifield Group Contracting, LLC	Centennial



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

GROUP BY	COMPANY NAME	CITY
31 20 00 - Earth Moving & Utilities	Connell Resources, Inc	Fort Collins
	Dobbs Excavating Inc.	Bellvue
	Dunrite Excavation Inc	Berthoud
	E-Z Excavating	Frederick
	Hoff Construction	Loveland
	JD Enterprises	Windsor
	Martin and Sons Excavating	Windsor
	32 12 00 - Flexible Paving	Colorado Asphalt Services, Inc CASI
Connell Resources, Inc		Fort Collins
Don Kehn Construction		Fort Collins
Martin Marietta Materials		Lakewood
32 31 00 - Fences and Gates	AJL Fencing	Denver
	Black Eagle Fence	Loveland
	Commercial Fence & Iron Works	Parker
	Dean Contracting Inc.	Timnath
	Ideal Fencing Corp LLC	Erie
	32 90 00 - Landscaping	Alpine Gardens
Bath, Inc		Fort Collins
Belmire Sprinkler Landscaping Inc		Loveland
BrightView Landscape Development		Parker
Environmental Landworks Company Inc		Golden
Landtech Contractors Inc		Aurora
Mill Brothers Landscape Group		Fort Collins



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

CONSTRUCTION SEQUENCING AND SCHEDULING

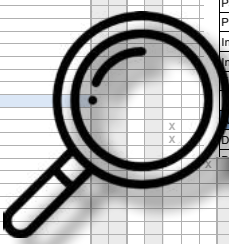
Describe the way in which your firm develops and maintains project schedules for projects of this size and nature. Describe process and frequency for updating project schedules and how your firm works to overcome challenges and works to maintain the original completion date. Describe process and software for managing short term duration schedule (i.e., two or three week look ahead schedules). Submit an example of a total and short-term project schedule for a similar sized project.

Our team has developed an initial project schedule based upon the RFP and, if awarded, will continue development and fine tuning of the schedule throughout completion of design. By developing the master schedule in conjunction with project stakeholders, design partners, and subcontractors, we will uncover project variables and resources, establish realistic schedule objectives, and then focus all resources to reach optimal performance and construction quality.

The master project schedule is a living document that will be updated continuously as work progresses and is distributed monthly. As issues arise that impact the schedule, we will take immediate action to find solutions that will allow us to maintain schedule, or if needed seek temporary solutions.

Look ahead schedules are generated with trade partner input, distributed on a weekly basis, and reviewed in detail during the weekly subcontractor meetings. With this constant engagement and feedback, we are able to adjust on the fly, leading to an efficient building process.

Please see the example below of a short-term project schedule for a similar sized project. The Larimer County Community Corrections Improvements project is a ~\$4.3 million phased renovation consisting of RTU replacement, room reconfigurations, duct cleaning, new flooring, painting, new ceilings, and bathroom remodels.

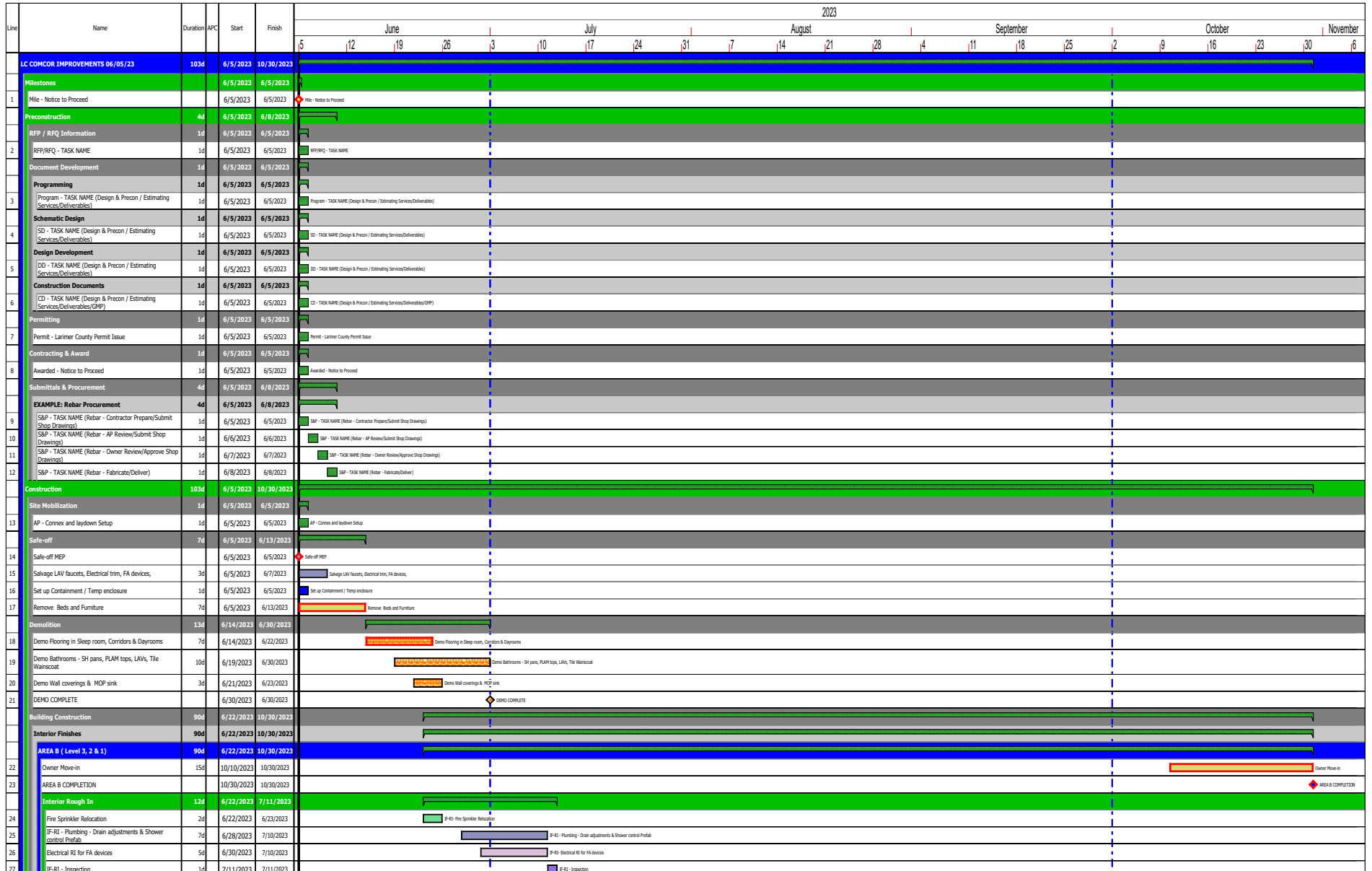


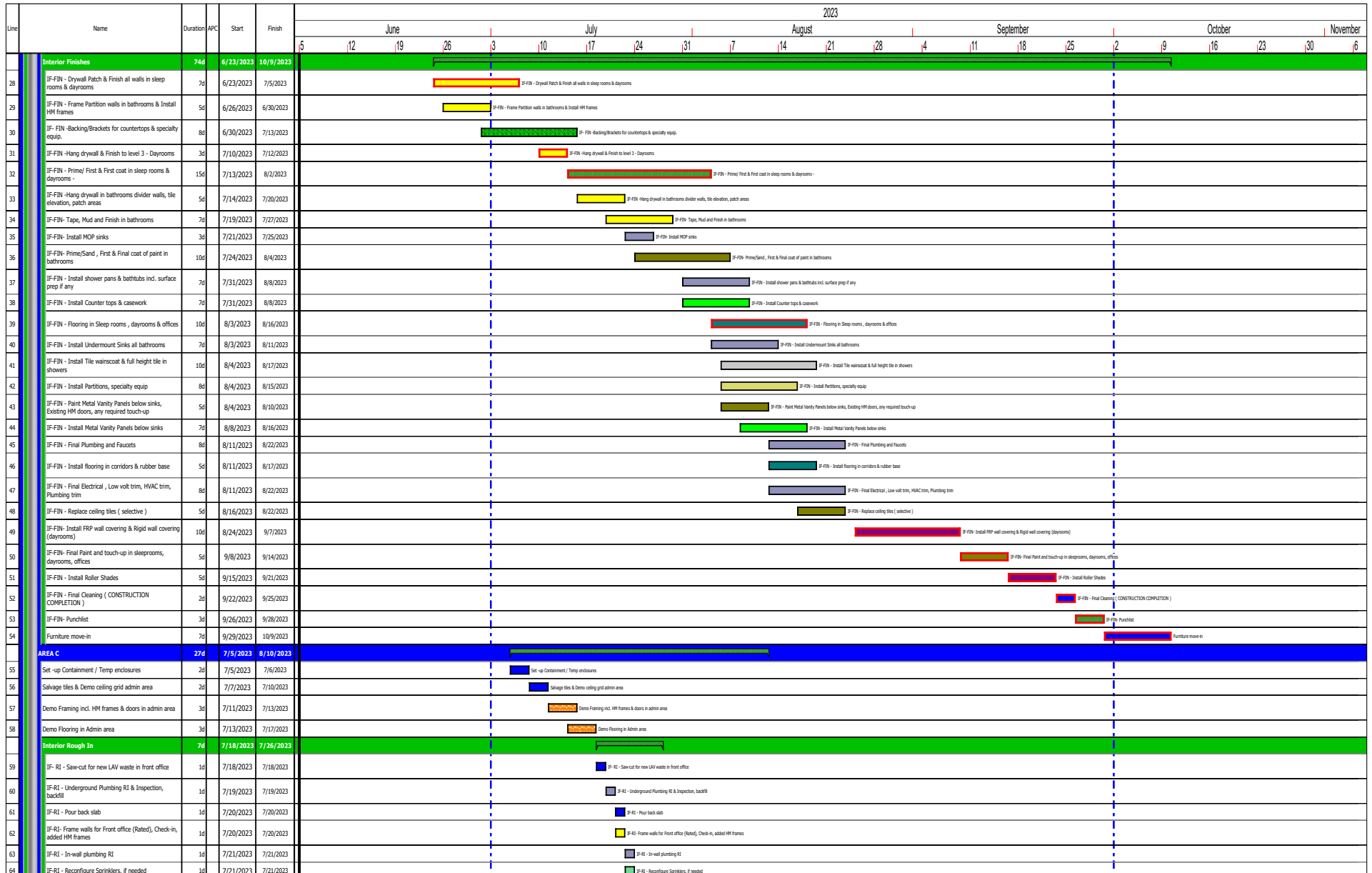
Monday 6/26/2023		July																								
Larimer County COMCOR Improvements		Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
		Day	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon
LEVEL 3, 2, 1 (ALL ACTIVITIES FLOW FROM 3 to 1)																										
Prime, First coat Sleeprooms				X	X	X	X					X	X	X	X											
Relocate Fire sprinklers																										
Frame Divider walls and install HM frame in 225																										
Plumbing RI - drain adjustment and repipe shower controls				X	X	X	X																			
Electrical RI for FA devices				X																						
Begin Floor skim for LVT in sleeprooms												X	X	X	X	X				X	X	X	X	X		
Backing in bathrooms				X	X	X	X																			
Inspection				X																						
Hang drywall in bathrooms							X	X				X	X	X	X	X										
Tape, mud & finish bathrooms													X	X	X	X				X	X					
Prime, First coat bathrooms																				X	X	X	X	X		
Install Shower pans																				X	X	X	X	X		
Install tops, ADA brackets																					X	X	X			
Install tile																										X
Install undermount sinks																										
Install Metal vanity panels																										
Install partitions																										
Install Toilet Accessories																										
Paint all HM frames, doors																										
Prime dayrooms, classrooms																										X
Install Koroguard wall covering																										
Install CGs, rubber base, faucets																										
Final Electrical, LV, Plumbing trim																										
AREA C																										
Demo walls																										

Example short-term project schedule (updated daily, distributed weekly) from Larimer County Community Corrections Improvements



Example full project schedule from Larimer County Community Corrections Improvements:







Line	Name	Duration	APC	Start	Finish	2023																											
						June				July				August				September				October				November							
						5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	2	9	16	23	30	6					
65	IF-RI - Overhead HVAC rough-in	1d		7/21/2023	7/21/2023																												
66	IF-RI - Install new HM Frames	1d		7/24/2023	7/24/2023																												
67	IF-RI - Backing/Brackets for Countertops,Casework, ceiling doors, specialty	1d		7/24/2023	7/24/2023																												
68	IF-RI - In wall Electrical RI & inspection	1d		7/25/2023	7/25/2023																												
69	IF-RI - Inspect & Insulate	1d		7/26/2023	7/26/2023																												
	Interior Finishes	13d		7/25/2023	8/10/2023																												
70	IF-FIN - Install new storefront doors and hardware (a day for each opening incl. removal and replace)	1d		7/25/2023	7/25/2023																												
71	IF-FIN - Hang drywall - new walls & demo patch	1d		7/27/2023	7/27/2023																												
72	IF-FIN - Tape, Mud & Finish	1d		7/31/2023	7/31/2023																												
73	IF-FIN - Prime & First coat	1d		8/1/2023	8/1/2023																												
74	IF-FIN - Install ceiling grid & tiles	1d		8/2/2023	8/2/2023																												
75	IF-FIN - Install Doors, ceiling doors, glazing	1d		8/2/2023	8/2/2023																												
76	IF-FIN - Install casework & countertops	1d		8/3/2023	8/3/2023																												
77	IF-FIN - Install Rigid Wall coverings	1d		8/4/2023	8/4/2023																												
78	IF-FIN - Install fixtures and faucets	1d		8/4/2023	8/4/2023																												
79	IF-FIN - Install flooring (dining and day-reporting to be co-ordinated with LC folks on timing)	1d		8/7/2023	8/7/2023																												
80	IF-FIN - Pull Data & Security cables	1d		8/8/2023	8/8/2023																												
81	IF-FIN - Final paint	1d		8/8/2023	8/8/2023																												
82	IF-FIN - Electrical trim incl. Low Volt, HVAC trim, plumbing trim	1d		8/9/2023	8/9/2023																												
83	IF-FIN - Install Rubber base, Wall protections, Accessories	1d		8/9/2023	8/9/2023																												
84	IF-FIN - Punchlist	1d		8/10/2023	8/10/2023																												

Responsibility

Owner	AP	Third Party	AHD	02 40 00 - Demolition	06 10 00 - Rough Carpentry	06 42 00 - Millwork	08 40 00 - Storefront	08 10 00 - Doors, Frames, Hardware Install	09 29 00 - Drywall	09 91 00 - Paint	09 68 00 - Carpet
10 30 00 - Tile	00 51 00 - A/C	10 77 10 - Foliage Partitions	10 65 00 - Scaffolding	31 05 00 - Fire Suppression	71 00 00 - HVAC/Plumbing	71 30 00 - HVAC	36 05 00 - Floor/air	37 05 00 - Communications			





FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

QUALITY ASSURANCE/QUALITY CONTROL

Provide details on firm’s quality control program. Explain how firm administers a quality control program during construction, how performance measures are documented and how quality issues are addressed.

Quality assurance and quality control in design and construction processes starts with collaboration and pre-planning.

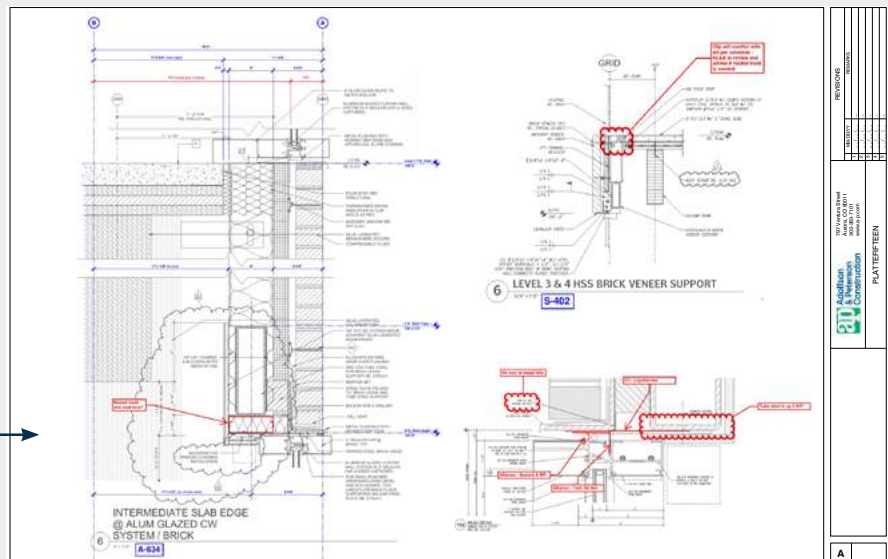
Pre-planning begins early in the project during the initial design and preconstruction activities. Bringing in our team as the general contractor and construction manager early will help to develop a cohesive strategy as a collaborative team. We will have face-to-face meetings with all users and our entire project team — from the preconstruction manager, Chris Cooper, to the project site superintendent, Ethan Bonderer — will be involved to ensure that all facets of the project are thought of and discussed.

We have several tools and other in-house professionals that aid our QA/QC throughout the design process that helps enhance the quality of the construction documents. One of the tools that will benefit this renovation is our 3D scanner. This machine will provide a true as-built of every nut and bolt of your facility, which in return will assist D2C on finalizing their documents. This puts money back in your pocket during the subcontractor bidding period.

During every milestone of the design process, we provide thorough constructibility reviews. During these reviews in-house experts look at every detail to assist on eliminating RFIs in the field during construction. Patrick Andrews, Building Envelope Specialist/QA/QC Manager, and the team will analyze the existing conditions such as roofs, eaves, exterior wall construction, windows, doors, and other points of penetrations and tie-in points.

CONSTRUCTIBILITY REVIEW //

To the right is an example of a constructibility review for Platte Fifteen and the coordination needed.



Another advantage that we have at AP is our in-house mechanical electrical and plumbing coordination and management department. This staff will assist our team along with the design team on initial site walks to thoroughly review the life expectancy of existing equipment such as mechanical units and electrical service in the building. After the walks are complete, a thorough report & photos will be provided to the team for review.



Lindsey Blackburn
Electrical Manager

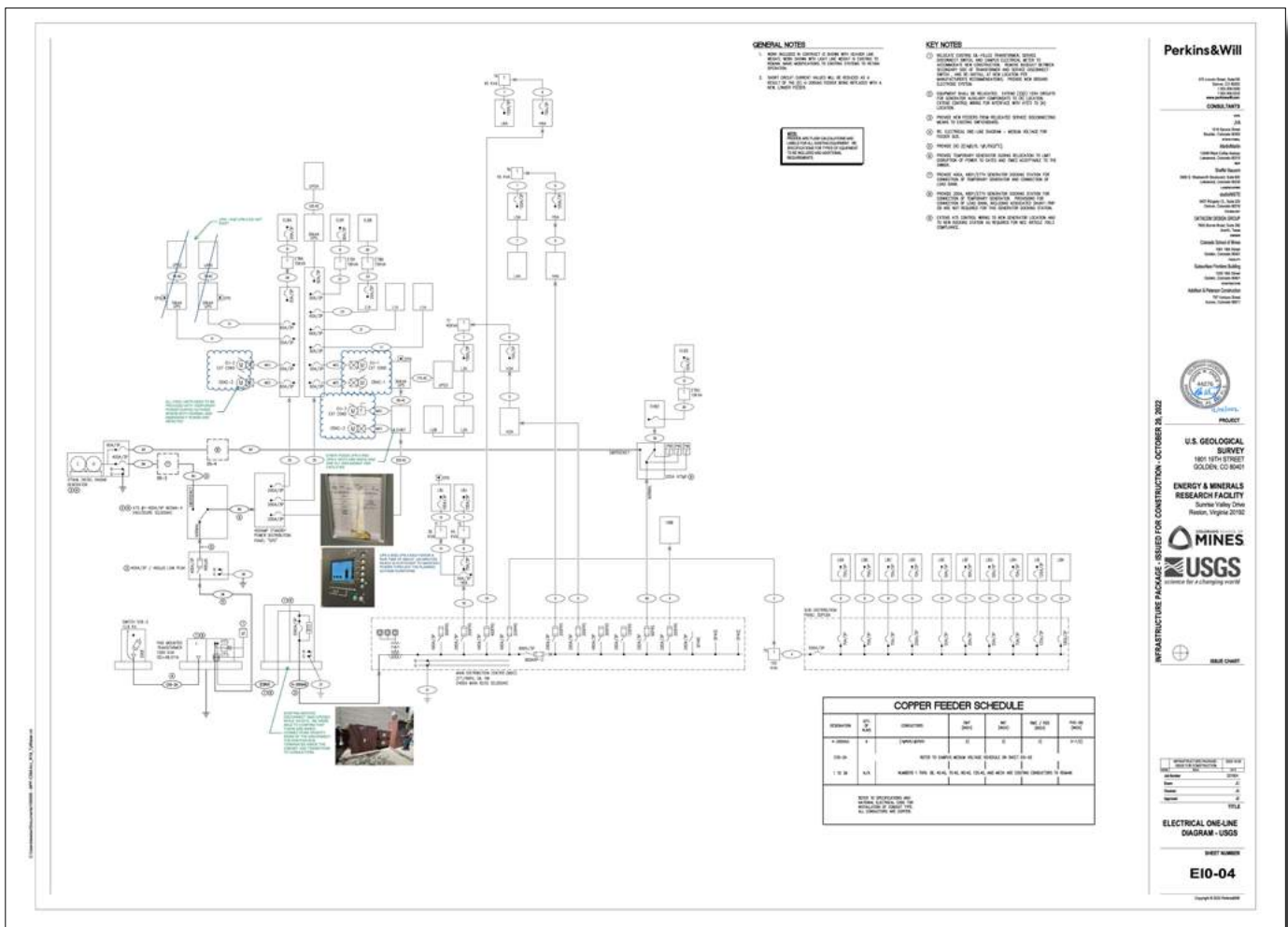


FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

On a recent project, AP met on site with our electrical subcontractor and facility staff to review outage MOPs for a service transformer, generator, and automatic transfer switch relocation. The findings from the site are shown on a marked up one-line which was shared with the project team and ownership group. Firming up the MOPs for equipment relocation is critical as facility houses a data center that can not be without power during the transfer switch relocation.

As part of our preconstruction process, AP will review the existing MEPT systems against as-builts and conceptual design plans to identify areas of risk for the design and construction team. This investigation will include:

- HVAC zoning in renovated areas.
- RTU capacity and age to help the design team determine if replacement is recommended.
- Electrical service capacity and breaker space to accommodate added loads.
- Sanitary and storm invert as-built review or scoping existing lines to confirm invert.
- Verification of fire alarm, access control, video surveillance, and other low voltage system manufacturers. (feel free to add any other LV systems that are applicable to police stations or point me in the direction of a previous similar project and I can review the specs to get more specific)
- Low-voltage system expansion and tie-in capability to serve the additions.





FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

Provide examples of when firm exceeded quality standards, gained industry recognition, or received quality awards.

In the past 10 years, AP has won 45 project awards in the state of Colorado. Below are relevant recent examples of quality awards.

AWARD WINNING PROJECTS



ENGLEWOOD POLICE HEADQUARTERS

Best Government / Public Build 2020 - ENR Mountain States
ACE Silver Award - Associated General Contractors
Award of Distinction - AIA Colorado



CITY OF AURORA PUBLIC SAFETY & POLICE TRAINING CENTER

Best Government / Public Build 2016 - ENR Mountain States
Excellence in Construction 1st Place - ABC Rocky Mountain Chapter
Excellence in Construction 2nd Place - ABC National



CHUNG TAI CHAN ZEN CENTER

Excellence in Engineering - ACEC Colorado

AP has won
45 PROJECT AWARDS



in the past 10
years



PLATTE FIFTEEN

Annual Mayor Design Awards - City and County of Denver



WESTMINSTER PUBLIC SCHOOLS ORCHARD PARK ACADEMY

Best Project K-12 Education - ENR Mountain States



CSU NUTRIEN AGRICULTURAL SCIENCES BUILDING

2022 Best Higher Ed/Research Project - ENR Mountain States - First Place Winner



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

FINANCIAL STATEMENT

Attach a financial statement, preferably an audited statement, including your firm's latest balance sheet and income statement showing the following items: Current Assets, Net Fixed Assets, Other Assets, Current Liabilities, Other Liabilities, name of the firm preparing the financial statements and the date prepared.

Audited Financials

**Adolfson & Peterson, Inc.
and Subsidiaries**

Consolidated Financial Report
February 28, 2022

Confidential

AP | Proprietary and Confidential Permit Item



Audited Financials

Contents

Independent auditor's report	1-2
Financial statements	
Consolidated balance sheets	3-4
Consolidated statements of operations	5
Consolidated statements of changes in stockholders' equity	6-7
Consolidated statements of cash flows	8-9
Notes to consolidated financial statements	10-26

Confidential



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

Audited Financials



RSM US LLP

Independent Auditor's Report

Board of Directors
Adolfson & Peterson, Inc.

Opinion

We have audited the consolidated financial statements of Adolfson & Peterson, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of February 28, 2022 and 2021, the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of February 28, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued (or within one year after the date that the financial statements are available to be issued when applicable or available to be issued).

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM US LLP is a member firm of RSM US LLP, a global network of independent member firms affiliated with the RSM US LLP member firm. RSM US LLP is a member firm of RSM US LLP, a global network of independent member firms affiliated with the RSM US LLP member firm.



Audited Financials

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

Minneapolis, Minnesota
May 13, 2022



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Consolidated Balance Sheets
February 28, 2022 and 2021

	2022	2021
Assets		
Current assets:		
Cash and cash equivalents	\$ 95,528,704	\$ 66,453,045
Marketable securities	29,824,152	29,463,877
Accounts receivable, net	188,504,222	228,392,832
Costs and estimated earnings in excess of billings on uncompleted contracts	8,692,104	8,430,562
Other current assets	9,524,093	9,773,481
Total current assets	332,073,275	342,513,797
Property and equipment, at cost, less accumulated depreciation	8,403,588	6,904,001
Cash surrender value of life insurance and other investments	570,642	672,371
Deferred income taxes	1,347,267	2,856,000
Total assets	\$ 342,394,772	\$ 352,946,169

See notes to consolidated financial statements.



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

	2022	2021
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable	\$ 214,982,115	\$ 237,632,681
Accrued expenses	20,092,266	21,805,431
Billings in excess of costs and estimated earnings on uncompleted contracts	29,585,249	27,656,550
Total current liabilities	264,659,630	287,094,662
Insurance reserves	13,945,628	13,753,801
Other liabilities	1,633,816	1,691,310
Stockholders' equity:		
Class A voting common stock, \$1 per value; authorized 270,000 shares; issued and outstanding 93,243 and 94,546 shares, respectively	93,243	94,546
Class B nonvoting common stock, \$1 per value; authorized 30,000 shares; issued and outstanding 1,383 and 1,383 shares, respectively	1,383	1,383
Additional paid-in capital	430,769	425,702
Retained earnings	58,873,303	49,051,014
Total stockholders' equity	59,398,698	49,572,645
Noncontrolling interest in joint venture	2,757,000	833,751
Total liabilities and stockholders' equity	\$ 342,394,772	\$ 352,946,169



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

**Consolidated Statements of Operations
Years Ended February 28, 2022 and 2021**

	2022	2021
Revenue from operations	\$ 1,038,654,121	\$ 1,144,203,711
Cost of operations	980,558,463	1,083,930,822
Gross profit	58,095,658	60,272,889
Operating expenses	44,903,446	41,189,918
Operating income	13,192,212	19,082,971
Other income (expense):		
Interest income	556,704	567,640
Interest expense	(66,488)	(36,568)
Other, net	387,744	691,802
Other income	877,960	1,222,874
Income before income tax expense	14,070,172	20,305,845
Income tax expense	3,309,995	5,526,974
Income before discontinued operations	10,760,177	14,778,871
Income (loss) from discontinued operations (net of income tax (expense) benefit of approximately \$1,027,700 and \$432,000 for the years ended February 28, 2022 and 2021, respectively)	2,709,240	(1,139,538)
Net income	13,469,417	13,639,333
Net income attributable to noncontrolling interest in joint venture	(1,923,249)	(833,751)
Net income attributable to Adolfson & Peterson, Inc. and Subsidiaries	\$ 11,546,168	\$ 12,805,582

See notes to consolidated financial statements.



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

**Consolidated Statements of Changes in Stockholders' Equity
Years Ended February 28, 2022 and 2021**

(Note 8)	Class A Common Shares		Class B Common Shares	
	Shares	Par	Shares	Par
Balance, February 29, 2020	96,672	\$ 96,672	867	\$ 867
Repurchase of Class A common stock	(2,126)	(2,126)	-	-
Issuance of Class B common stock	-	-	516	516
Distributions	-	-	-	-
Net income	-	-	-	-
Balance, February 28, 2021	94,546	94,546	1,383	1,383
Repurchase of Class A common stock	(1,313)	(1,313)	-	-
Issuance of Class A common stock	10	10	-	-
Distributions	-	-	-	-
Net income	-	-	-	-
Balance, February 28, 2022	93,243	\$ 93,243	1,383	\$ 1,383

See notes to consolidated financial statements.



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

Audited Financials

Additional Paid-In Capital	Retained Earnings	Total Adolfsen & Peterson, Inc. and Subsidiaries' Equity	Noncontrolling Interest in Joint Venture	Total Stockholders' Equity
\$ 227,021	\$ 37,358,383	\$ 37,682,943	\$ -	\$ 37,682,943
(148)	(819,063)	(821,337)	-	(821,337)
198,829	-	199,345	-	199,345
-	(293,888)	(293,888)	-	(293,888)
-	12,805,562	12,805,562	833,751	13,639,333
425,702	49,051,014	49,572,645	833,751	50,406,396
(91)	(678,586)	(677,990)	-	(677,990)
5,158	-	5,168	-	5,168
-	(1,047,293)	(1,047,293)	-	(1,047,293)
-	11,546,168	11,546,168	1,923,249	13,469,417
\$ 430,769	\$ 58,873,303	\$ 59,398,698	\$ 2,757,000	\$ 62,155,698

Confidential



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

**Consolidated Statements of Cash Flows
Years Ended February 28, 2022 and 2021**

	2022	2021
Cash flows from operating activities:		
Net income	\$ 13,469,417	\$ 13,839,333
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	1,590,802	1,756,537
(Gain) on disposition of property and equipment	(9,222)	(24,873)
Deferred income taxes	1,508,733	393,000
Equity in losses of investments	74,012	646,326
Unrealized loss (gain) on marketable securities	621,949	(1,008,572)
Realized gain on sale of marketable securities	(934,219)	(193,823)
Changes in operating assets and liabilities:		
Accounts receivable	39,888,610	(35,198,374)
Costs and estimated earnings in excess of billings on uncompleted contracts	(261,542)	790,268
Other current assets	257,777	(4,267,959)
Accounts payable and accrued expenses	(24,421,225)	45,846,699
Insurance reserves	191,827	1,788,883
Billings in excess of costs and estimated earnings on uncompleted contracts	1,928,699	4,063,669
Net cash provided by operating activities	33,905,618	28,251,114
Cash flows from investing activities:		
Proceeds from sale of available-for-sale marketable securities	6,243,325	4,535,612
Purchases of available-for-sale marketable securities	(6,371,204)	(8,333,945)
Proceeds from sale of property and equipment	13,241	56,316
Other investments	79,874	
Purchases of equipment	(3,094,408)	(1,614,446)
Cash surrender value of life insurance	27,717	4,599
Net cash used in investing activities	(3,101,455)	(5,351,864)
Cash flows from financing activities:		
Collections from related parties	(8,389)	6,152
Distributions to stockholders	(1,047,293)	(293,888)
Issuance of common stock	5,168	199,345
Repurchase of common stock	(677,990)	(821,337)
Net cash used in financing activities	(1,728,504)	(909,728)
Net increase in cash and cash equivalents	29,075,669	21,989,522
Cash and cash equivalents, beginning of year	66,453,045	44,463,523
Cash and cash equivalents, end of year	\$ 95,528,704	\$ 66,453,045

(Continued)



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Consolidated Statements of Cash Flows (Continued)
Years Ended February 28, 2022 and 2021

	2022	2021
Supplemental disclosures of cash flow information:		
Cash paid during the year for:		
Interest	\$ 66,488	\$ 36,536
Income taxes	\$ (4,368,200)	\$ 287,180

See notes to consolidated financial statements.

Confidential



FIVE: PROJECT TEAM | RESOURCE COMMITMENT,
CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies

Nature of business: Adolfson & Peterson, Inc. and Subsidiaries (the Company) is a general contractor and construction manager with construction projects throughout the United States serving privately and publicly held companies, nonprofits, and various federal, state and local governmental entities. Due to the nature of the business, the customers vary from year to year. The Company has offices in Arizona, Colorado, Minnesota, Texas, and Wyoming.

The Company is involved in several joint venture arrangements as part of its normal business that are not material to the consolidated financial statements in the current or prior year. The Company primarily accounts for these joint ventures under the equity method, whereby it recognizes its share of income and expenses on the consolidated statements of operations. Consolidated joint ventures are discussed below with the share of equity attributable to the joint venture partner shown as noncontrolling interest in joint venture on the consolidated balance sheets.

Principles of consolidation: The consolidated financial statements (collectively, the financial statements) include the accounts of Adolfson & Peterson, Inc. and its wholly owned subsidiaries of AP Mountain States, LLC, AP Midwest, LLC, AP Southwest, LLC, AP Gulf States, Inc., AP Atlantic, Inc. & Affiliate, AP Residential Southwest, LLC, AP West Coast, Inc., Rushforth Construction Co., Inc., AP Wyoming, LLC, and AP Technology Management, Inc.

AP Midwest, LLC holds a 50% interest in a joint venture and is the managing member. AP Midwest, LLC shares its ownership in the joint venture with Knutson Construction Services, Inc. which owns the remaining 50% interest. The Company has determined in accordance with Topic 810 that the relationship between AP Midwest, LLC and Knutson Construction Services, Inc. represents a variable interest and that the joint venture is a variable interest entity. Management has made a qualitative assessment to determine whether AP Midwest, LLC has the power to direct the activities that most significantly impact the joint venture's economic performance (power criterion) and whether AP Midwest, LLC has the obligation to absorb losses or the right to receive benefits that could be significant to the joint venture (economic criterion). The assessment of both of these criteria is based on the terms of the joint venture's governing documents and may change over the life of the entity. Management has concluded that AP Midwest, LLC meets both of the criteria as it relates to the joint venture and has consolidated its assets, liabilities and results of operations into the financial statements. A summary of the financial statements for the joint venture is provided below:

Consolidated Balance Sheets

	February 28, 2022	February 28, 2021
Assets	\$ 16,218,781	\$ 9,539,992
Liabilities	10,704,781	7,872,489
AP Midwest, LLC member's equity	2,757,000	833,752
Knutson Construction Services, Inc. member's equity	2,757,000	833,751

Consolidated Statements of Operations

	Year Ended February 28, 2022	Year Ended February 28, 2021
Revenues	\$ 61,757,247	\$ 48,610,698
Expenses	57,910,749	46,943,195
Net income	3,846,498	1,667,503



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

All significant intercompany balances and transactions have been eliminated in consolidation.

Fiscal year: The Company's fiscal year ends on the last day of February. The fiscal years ended February 28, 2022 and 2021, are referenced in the financial statements as fiscal year 2022 and fiscal year 2021, respectively.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue and cost recognition: The Company's revenue is primarily derived from multiyear fixed-price, cost-plus-fee and guaranteed maximum-price construction contracts. Topic 606 provides a five-step model for recognizing revenue from contracts with customers as follows:

- Identify the contract.
- Identify performance obligations.
- Determine the transaction price.
- Allocate the transaction price.
- Recognize revenue.

The Company's revenue is primarily derived from multiyear construction contracts to privately and publicly held companies, nonprofits, and various federal, state and local governmental entities, primarily located within the continental United States. For government contracts, future cash flows depend on the Company's ability to continue to obtain state and local government contracts, and indirectly on the amount of funding available to these agencies for new and current government projects. Therefore, a portion of the Company's operations is dependent upon the level and timing of government funding. For private customers, statutory mechanics liens provide the Company's relatively high priority in the event of lien foreclosures, thus minimizing credit risk.

The Company has elected as a practical expedient the accounting policy under which it excludes from the transaction price taxes it collects from its customers that were assessed by a government authority on (or contemporaneous with) the entities' revenue-generating transactions with their customers. The Company therefore reports sales revenue net of sales tax.

The Company's construction contracts include multiple promises, which management reviews at contract inception to determine whether they represent multiple performance obligations. Management has concluded the Company's construction contracts are considered to have a single performance obligation because the Company provides a significant service of integrating a complex set of tasks and components into a single asset.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

When multiple contracts are entered into under a single master agreement, management reviews the contracts to determine whether: (a) the contracts are negotiated as a package with a single commercial objective, (b) the amount of consideration paid in one contract depends on the price or performance in the other contract and (c) the goods or services promised in the contracts are a single performance obligation. If one of these three conditions is met, the contracts are combined and accounted for as a single contract.

The Company generally provides limited-assurance-type warranties for work performed under its construction contracts. The Company does not consider these warranties to be separate performance obligations.

Management has concluded performance obligations related to these contracts are satisfied over time because the Company's performance typically creates or enhances an asset that the customer controls as the asset is created or enhanced. The Company recognizes revenue as performance obligations are satisfied and control of the promised good and/or service is transferred to the customer. The Company measures the progress toward complete satisfaction of the performance obligation(s) using an input (i.e., cost-to-cost) method. Under the cost-to-cost method, costs incurred to date are generally the best depiction of transfer of control.

The consideration promised within a contract with a customer may include both fixed amounts and variable amounts (e.g., bonuses/incentives, penalties/liquidated damages and returns) and is recognized as revenue upon satisfaction of the related performance obligations to the extent that it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. Management estimates the amount of variable consideration at the most likely amount to which the Company expects to be entitled based on an assessment of legal enforceability, anticipated performance and any other information (historical, current or forecasted) that is reasonably available.

Subsequent to the inception of a contract, the transaction price may change for various reasons, including the executed or estimated amount of change orders, contract modifications, claims to or from customers, and back-charge recoveries. On certain projects, the Company may have submitted and have pending unresolved contract modifications and claims to recover additional costs and the associated profit, if applicable, to which the Company believes it is entitled under the terms of contracts with customers. The customers or their authorized representatives may be in partial or full agreement with the modifications or affirmative claims, or may have rejected or disagree entirely or partially as to such entitlement.

Recognizing changes in the transaction price requires significant judgments of various factors, including, but not limited to, dispute resolution developments and outcomes, anticipated negotiation results and the cost of resolving such matters. If the transaction price is changed and no additional distinct goods or services are added, the effect of a change in the transaction price and the Company's measure of progress for the performance obligation to which it relates is recognized as an adjustment to revenue on a cumulative catch-up basis. When a contract is modified to deliver additional goods or services that are distinct and the increase in price of the contract is for the same amount as the stand-alone selling price of the additional goods or services included in the modification, the modification is accounted for as a separate contract.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

The accuracy of the Company's revenue and profit recognition in a given period depends on the accuracy of management's estimates of the cost to complete each project. There are a number of factors that can contribute to changes in estimates of contract cost and profitability, including the completeness and accuracy of the original bid, scope changes and changes from the original design, changes in the costs of labor and/or materials, owner changes, weather, site conditions, subcontractor performance issues, and other delays. The foregoing factors, as well as the stage of completion of contracts in process and the mix of contracts at different margins, may cause fluctuations in gross profit and gross profit margin from period to period, which may have a significant impact on the financial statements.

In accordance with industry practice, the Company classifies all contract-related assets and liabilities as current under the operating cycle of the Company, a portion of which may not be realized within one year. Contract-related assets and liabilities include contract accounts and retainage receivable, accounts and retainage payable, costs and estimated earnings in excess of billings on uncompleted contracts, and billings in excess of costs and estimated earnings on uncompleted contracts.

Billing practices are governed by the contract terms, and the resulting contract accounts receivable are recorded when the Company obtains an unconditional right to payment under the terms of the contracts. Retentions receivable, a component of contract receivables, represents the amount withheld from billings by the Company's customers pursuant to provisions in the contracts and may not be paid until the completion of specific tasks or the completion of the project. Contracts accounts receivable and accounts payable consisted of the following:

	February 28, 2022		February 28, 2021	
	Accounts Receivable	Accounts Payable	Accounts Receivable	Accounts Payable
Accounts receivable/payable	\$ 127,453,861	\$ 143,377,939	\$ 166,499,568	\$ 173,390,022
Retention receivable/payable	61,050,361	71,604,176	61,893,264	64,242,658
	<u>\$ 188,504,222</u>	<u>\$ 214,982,115</u>	<u>\$ 228,392,832</u>	<u>\$ 237,632,681</u>

Management determines an allowance for doubtful accounts by evaluating individual contracts and considering a customer's financial condition, lien rights and current economic conditions. Contract receivables are written off when deemed uncollectible. Subsequent recoveries, if any, are credited to the allowance. Management determined that no allowance for doubtful accounts was necessary at February 28, 2022 and 2021.

Contract assets are classified on the consolidated balance sheets as "costs and estimated earnings in excess of billings on uncompleted contracts" and represent revenues recognized in excess of amounts billed or available to be billed where the right to payment is not unconditional. Contract liabilities are classified on the consolidated balance sheets as "billings in excess of costs and estimated earnings on uncompleted contracts" and represent billings in excess of revenues recognized.

All contract costs, including those associated with change orders, unresolved contract modifications, claims to or from customers, and back-charge recoveries, are recorded as incurred, and revisions to estimated total costs are reflected as soon as the obligation to perform is determined. Contract costs include all direct labor, material, subcontractors, equipment and indirect costs related to contract performance. General and administrative expenses are charged to operations as incurred. The Company recognizes revenue, but not profit, on certain significant uninstalled materials that are not specifically produced, fabricated or constructed for a project. Revenue related to these uninstalled materials is recognized when the cost is incurred (when control is transferred).



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Costs to obtain contracts (pre-bid costs) that are not expected to be recovered from the customer are expensed as incurred and included in general and administrative expenses on the Company's consolidated statements of operations. Pre-bid costs that are explicitly chargeable to the customer even if the contract is not obtained are included in accounts receivable on the Company's consolidated balance sheets.

Cash and cash equivalents: Cash and cash equivalents include a variety of liquid short-term investments with an initial maturity of three months or less. The Company also maintains cash in bank deposit accounts that exceed federally insured limits. The Company has not experienced any losses in such accounts.

Marketable securities: Marketable securities consist of available-for-sale equity securities, and debt securities. Available-for-sale securities are carried at fair value (see Note 5). Unrealized gains and losses on available-for-sale securities are recognized as part of earnings. Realized gains and losses on marketable securities sold are determined using the specific-identification method.

Property and equipment: Property and equipment is stated at cost. Major improvements that substantially extend an asset's useful life are capitalized. Repairs, maintenance and minor improvements are charged to operations as incurred. Property and equipment is summarized as follows:

	2022	2021
Construction equipment	\$ 11,426,135	\$ 11,009,622
Automobiles and trucks	954,192	1,054,184
Office furniture and equipment	4,010,779	4,000,158
Leasehold improvements and real property	7,383,086	4,809,109
	<u>23,774,192</u>	<u>20,873,073</u>
Less accumulated depreciation	(15,370,604)	(13,969,072)
Property and equipment, net	<u>\$ 8,403,588</u>	<u>\$ 6,904,001</u>

Depreciation is computed using the straight-line method over estimated useful lives, as follows:

	Years
Construction equipment, automobiles and trucks	3-7
Office furniture and equipment	5-10
Real property	30

Leasehold improvements are amortized over the shorter of their useful life or the term of the lease, averaging seven years.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Long-lived assets: Long-lived assets, primarily property and equipment, are reviewed for impairment when events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If impairment indicators are present and the estimated undiscounted future cash flows are less than the carrying value of the assets, the carrying value of the assets may require a reduction to their estimated fair value. Management has determined that there were no impairment charges required during 2022 or 2021.

Deferred compensation: The Company accounts for deferred compensation based on FASB Accounting Standards Codification (ASC) Topic 710, Compensation—Deferred Compensation Plans, which requires the Company to accrue in a systematic and rational manner the total estimated amounts to be paid over the period in which the employee renders service and becomes eligible for the benefit (see Note 7).

Stock-based compensation: The Company accounts for stock-based compensation based on ASC Topic 718, Compensation—Stock Compensation, which requires share-based payment transactions to be recognized in the financial statements at their fair value (see Note 8).

Insurance reserves: The Company accrues for its estimated obligation under its subcontractor default, general liability, profession pollution and worker's compensation insurance coverages in compliance with management's Self-Insurance Reserve Policy Guidelines. The accruals are based on management's estimate of amounts payable resulting from existing claims and the potential for future claims within current contract obligations not yet achieved. The accruals are calculated in consultation with outside advisors and consider such factors as past claims history, internal risk management controls and current industry trends. The reserve will remain outstanding until the insurance goes to statute of repose or until actuarial studies conclude the reserve is no longer necessary.

Warranties: The Company provides one-year or two-year warranties on substantially all construction contracts performed. The Company may also provide maintenance bonds that cover the costs of any warranty work that the Company may be required to perform. Historically, the Company has not incurred any significant amounts of warranty expense on construction contracts. Management's determination of warranty reserves as of February 28, 2022 and 2021, were \$421,000 and \$290,000, respectively.

Income taxes: The Company files a consolidated federal income tax return and separate company or unitary state income tax returns. The Company recognizes deferred tax assets on future deductible temporary differences and deferred tax liabilities on future taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax basis and are primarily related to accrued compensation, construction contract expense, depreciable and amortizable assets, insurance reserve and prepaid expense. As those differences reverse, they will enter into the determination of future taxable income included in the consolidated tax returns. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax asset will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment.

In accordance with ASC Topic 740, Income Taxes, management evaluated the Company's tax positions and concluded that the Company has taken no uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal tax authorities for years before fiscal year 2017.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Nature of Business and Significant Accounting Policies (Continued)

Recent accounting pronouncements: In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which sets out the principles for the recognition, measurement, presentation and disclosure of leases for both parties to a contract (i.e., lessees and lessors). The new standard requires lessees to apply a dual approach, classifying leases as either finance or operating leases based on the principle of whether or not the lease is effectively a financed purchase by the lessee. This classification will determine whether lease expense is recognized based on an effective-interest method or on a straight-line basis over the term of the lease, respectively. A lessee is also required to record a right-of-use asset and a lease liability for all leases with a term of greater than 12 months regardless of their classification. Leases with a term of 12 months or less will be accounted for similar to existing guidance for operating leases today. The new standard requires lessors to account for leases using an approach that is substantially equivalent to existing guidance for sales-type leases, direct financing leases and operating leases. Throughout 2017 and 2018, the FASB issued amendments and clarification as well as narrow-scope improvements to the standard for specific issues. In July 2018, the FASB also issued ASU No. 2018-11, *Leases (Topic 842): Targeted Improvements*, which provides an optional transition method allowing the standard to be applied at the adoption date. ASU 2018-11 also provides lessors with a practical expedient, in certain circumstances, to not separate nonlease components from the associated lease component, similar to the expedient provided for lessees. In December 2018, the FASB issued ASU No. 2018-20, *Leases (Topic 842): Narrow-Scope Improvements for Lessors*. This ASU provides an election for lessors to exclude sales and related taxes from consideration in the contract, requires lessors to exclude from revenue and expense lessor costs paid directly to a third party by lessees, and clarifies lessors' accounting for variable payments related to both lease and nonlease components. In March 2019, the FASB issued ASU No 2019-01, *Leases (Topic 842): Codification Improvements*, which addressed issues lessors sometimes encounter. ASU 2019-01 exempts both lessees and lessors from having to provide the interim disclosures required by ASC Section 250-10-50-3 in the fiscal year in which a company adopts the new leases standard.

An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The Company expects to adopt the guidance retrospectively at the beginning of the period of adoption, March 1, 2022, through a cumulative-effect adjustment, and will not apply the new standard to comparative periods presented.

In October 2021, the FASB issued Accounting Standards Update ADU No. 2021-07, *Determining the Current Price of an Underlying Share for Equity-Classified Share-Based Awards* (a consensus of the Private Company Council). The ASU provides a practical expedient whereby a nonpublic entity is allowed to determine the current price input of equity-classified share-based awards issued to both employees and nonemployees using the reasonable application of a reasonable valuation method. The ASU is effective prospectively for all qualifying awards granted or modified during fiscal years beginning on or after January 1, 2022. The Company is currently evaluating the impact of the adoption of this ASU and anticipates no material changes.

Subsequent events: The Company has evaluated subsequent events through May 13, 2022, the date on which the financial statements were available to be issued.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Costs and Estimated Earnings on Uncompleted Contracts

Costs and estimated earnings on uncompleted contracts as of February 28, 2022 and 2021, are summarized as follows:

	2022	2021
Costs incurred on uncompleted contracts	\$ 2,041,921,417	\$ 1,763,700,671
Estimated profit	40,838,731	31,522,795
	2,082,760,148	1,795,223,466
Less billings to date	2,103,653,293	1,814,449,454
Total	<u>\$ (20,893,145)</u>	<u>\$ (19,225,988)</u>

These amounts are presented in the accompanying consolidated balance sheets under the following captions:

	2022	2021
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 8,692,104	\$ 8,430,562
Billings in excess of costs and estimated earnings on uncompleted contracts	(29,585,249)	(27,656,550)
	<u>\$ (20,893,145)</u>	<u>\$ (19,225,988)</u>

Note 3. Financing Arrangements

Line of credit: The Company has a committed revolving line-of-credit agreement with a bank. The agreement, which expires in August 2024, if not renewed, provides for maximum borrowings of up to \$20,000,000. Outstanding advances bear interest at greater of (a) the Federal Funds Rate plus one-half of 1%, (b) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its "prime rate," or (c) BSBY Rate plus 1.00% (3.25% at February 28, 2022) and are secured by substantially all assets of the Company. In connection with the revolving line of credit, the Company is subject to various covenants, including to maintain certain financial ratios. There were no borrowings outstanding at February 28, 2022 or 2021.

The Company has letter-of-credit agreements, which provide for aggregate drawings of approximately \$1,822,000 and \$1,822,000 as of February 28, 2022 and 2021, respectively. Outstanding letter-of-credit agreements reduce the borrowing capacity of the line of credit. No amounts were outstanding against these letter-of-credit agreements at February 28, 2022 and February 29, 2021.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 4. Income Taxes

The income tax expense consists of approximately the following components for the years ended February 28, 2022 and 2021:

	2022	2021
Current	\$ 2,828,700	\$ 4,701,800
Deferred	1,509,000	393,000
Income tax (expense) benefit from discontinued operations	(1,027,700)	432,200
Total income tax expense	<u>\$ 3,310,000</u>	<u>\$ 5,527,000</u>

The tax expense differs from the expense that would result from applying federal statutory rates to income before income taxes due to the effect of state income taxes and certain expenses deductible for financial reporting that are not deductible for tax purposes, such as meals and entertainment and energy-efficiency tax deductions.

The following presents the reconciliation of the statutory federal tax rate and the effective tax rate for the years ended February 28, 2022 and 2021:

	2022	2021
Income taxes at the statutory U.S. federal tax rate:	\$ 3,739,000	\$ 3,934,000
Increase (decrease) in income taxes resulting from:		
State income taxes, net of federal income tax benefit	681,000	1,124,000
Non deductible expenses	183,000	148,000
Tax-exempt interest	(113,000)	(130,000)
Other	(152,300)	19,000
Income tax (expense) benefit from discontinued operations	(1,027,700)	432,000
	<u>\$ 3,310,000</u>	<u>\$ 5,527,000</u>



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 4. Income Taxes (Continued)

The total deferred tax assets and liabilities included within the net deferred tax asset are as follows at February 28, 2022 and 2021:

	2022	2021
Deferred tax assets:		
Accrued expenses	\$ 1,634,000	\$ 3,382,000
Intangible assets	120,000	190,000
Net operating loss carryforward, expiring in 2034	1,311,000	1,314,000
Valuation allowance	(881,000)	(856,000)
Other	189,000	(74,000)
	<u>2,373,000</u>	<u>3,956,000</u>
Deferred tax liabilities:		
Depreciation	(247,000)	(355,000)
Other investments	(419,000)	(380,000)
Construction contracts	(360,000)	(365,000)
	<u>(1,026,000)</u>	<u>(1,100,000)</u>
Net deferred tax asset	<u>\$ 1,347,000</u>	<u>\$ 2,856,000</u>

Realization of deferred tax assets is dependent upon sufficient future taxable income during the period that deductible temporary differences are expected to be available to reduce taxable income. Based on management's projections, the net deferred tax asset will be recovered with projected future taxable income. The Company has recognized a valuation allowance on net operating losses pertaining to the State of North Carolina generated from discontinued operations that may not be fully realized.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 5. Marketable Securities

The cost and fair value of the Company's investments in securities by class of security are as follows:

	Year Ended February 28, 2022			
	Cost	Unrealized Gains	Unrealized Losses	Fair Value
Federal bonds and notes	\$ 505,982	\$ 2,914	\$ (8,868)	\$ 499,027
Municipal and corporate bonds and notes	17,854,912	272,520	(123,288)	18,004,144
Equity securities	9,672,768	1,950,035	(301,822)	11,320,981
Totals	\$ 28,033,662	\$ 2,225,469	\$ (434,979)	\$ 29,824,152

	Year Ended February 28, 2021			
	Cost	Unrealized Gains	Unrealized Losses	Fair Value
Available for sale:				
Federal bonds and notes	\$ 479,533	\$ 15,720	\$ (594)	\$ 494,659
Municipal and corporate bonds and notes	18,092,671	611,699	(28,596)	18,675,974
Equity securities	8,774,265	1,729,220	(210,241)	10,293,244
Totals	\$ 27,346,669	\$ 2,356,639	\$ (239,431)	\$ 29,463,877

Note 6. Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods, including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Company is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1:** Valuations are for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2:** Valuations are for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar assets or liabilities.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 6. Fair Value Measurements (Continued)

Level 3: Valuations are for assets and liabilities that are derived from other valuation methodologies, including option-pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer- or broker-traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

The Company determines the fair value of equity securities, federal bonds and notes, and debt securities based upon quoted market prices in active markets. The Company determines the fair value of certificates of deposit based upon an independent valuation of the securities, where available, taking into consideration the underlying collateral and guarantees of the underlying collateral, the ratings of the securities, and discounted cash flow analysis. Unobservable inputs include the Company's assigned internal credit rating, assessment of the underlying collateral, and estimates of future cash flows.

The following tables summarize the Company's financial instruments that were measured at fair value on a recurring basis:

	Fair Value Measurement as of February 28, 2022			
	Level 1	Level 2	Level 3	Total
Federal bonds and notes:				
U.S. Treasury bonds and notes	\$ 379,476	\$ -	\$ -	\$ 379,476
Federal mortgaged bonds and mortgage-backed securities	119,550	-	-	119,551
Other bonds and notes:				
Municipal bonds	17,792,021	-	-	17,792,021
Corporate bonds	212,123	-	-	212,123
Equity securities:				
Large cap equity securities	10,458,276	-	-	10,458,276
Mutual funds	862,705	-	-	862,705
	<u>\$ 29,824,151</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,824,152</u>

	Fair Value Measurement as of February 28, 2021			
	Level 1	Level 2	Level 3	Total
Federal bonds and notes:				
U.S. Treasury bonds and notes	\$ 394,594	\$ -	\$ -	\$ 394,594
Federal mortgaged bonds and mortgage-backed securities	100,065	-	-	100,065
Other bonds and notes:				
Municipal bonds	18,431,711	-	-	18,431,711
Corporate bonds	244,263	-	-	244,263
Equity securities:				
Large cap equity securities	9,487,799	-	-	9,487,799
Mutual funds	805,445	-	-	805,445
	<u>\$ 29,463,877</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 29,463,877</u>



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 7. Employee Benefits

401(k) plan: The Company has a qualified retirement plan for those employees who meet eligibility requirements set forth in the plan. Contributions to the plan are determined at the discretion of the Company's Board of Directors. Contributions of approximately \$1,608,533 and \$1,635,448 were made for fiscal years 2022 and 2021, respectively.

Long-term incentive plan: The Company has a long-term incentive plan in which key employees are granted share appreciation awards at the discretion of the Company's Board of Directors. The participating employee awards are settled in cash and cliff vest on the last day of the performance period, which is the end of the fourth fiscal year after issuance. Payments are dependent upon the achievement of certain financial performance thresholds. Participants become fully vested upon disability, retirement, death and change in control of the Company. The Company has accrued \$1,633,816 and \$1,691,310 for the years ended February 28, 2022 and 2021, respectively, as a component of other liabilities.

Profit Performance Plan: The Company's Profit Performance Plan (PPP) is an incentive plan in which key employees can be granted awards at the discretion of the Company's Board of Directors. Each award under the PPP is assigned a value based on the date the award is granted, which represents the amount from which the annual growth adjustment is made, all of which are determined by the Board of Directors. Awards under the PPP vest on the last day of the performance period, which is the end of the third fiscal year after issuance. Participants become fully vested upon disability, retirement, death and change in control of the Company. The Company has accrued approximately \$1,061,000 and \$828,000 for the years ended February 28, 2022 and 2021, respectively, as a component of accrued expenses.

Multiemployer pension plans: The Company contributes to multiemployer defined benefit pension plans under the collective bargaining agreement terms that cover its union-represented employees. The risks of participating in these multiemployer plans differ from those of single-employer plans in the following respects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, then the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Company chooses to stop participating in some of its multiemployer plans, then it may be required to pay those plans an amount based on the underfunded status of the plan, referred to as a withdrawal liability.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 7. Employee Benefits (Continued)

The Company's participation in these plans for the years ended February 28, 2022 and 2021, is outlined in the table below:

Pension Plans	Pension Plan Employer Identification Number	Pension Protection Act (PPA) Certified Zone Status		FIP/RP Status Pending/Implemented	Contributions		Surcharge Imposed	Expiration Date of Collective Bargaining Agreement
		2022	2021		2022	2021		
Twin City Carpenters & Joiners Pension Plan (a)	41-6043137	Green	Red	Implemented	\$ 984,000	\$ 1,251,000	No	04/30/2022
Other plans					872,000	1,042,000		
					<u>\$ 1,898,000</u>	<u>\$ 2,293,000</u>		

(a) The most recent PPA zone status available in 2022 and 2021 is for the plan's year-end at December 31, 2021 and 2020, respectively. At the date the financial statements were issued, Form 5500 was not available for the plan year ended December 31, 2021.

The zone status is based on information that the Company received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are less than 65% funded, plans in the yellow zone are between 65% and 80% funded, and plans in the green zone are more than 80% funded.

The FIP/RP status pending/implemented column indicates plans for which a financial improvement plan (FIP) or rehabilitation plan (RP) is either pending or has been implemented. The last column lists the expiration dates of the collective bargaining agreements to which the plans are subject.

The Company currently has no intention of withdrawing from any of the multiemployer pension plans in which it participates.

Note 8. Stockholders' Equity and Stock-Based Compensation

Stockholder classes: The Company has Class A and B common stock. Class A stock has voting rights, and Class B stock is nonvoting and is used as a form of stock-based compensation (see below). Both classes are entitled to dividends if and when declared by the Board of Directors; however, dividends may be declared on each class individually.

Stockholder redemptions: The Company periodically repurchases common stock from its stockholders. During fiscal year 2022, 1,312 Class A shares were redeemed, totaling \$677,990. During fiscal year 2021, 2,126 Class A shares were redeemed, totaling \$821,337.

A stock redemption agreement is in place with all Class B stockholders. In accordance with the terms of the stock redemption agreement, the Company has the right to repurchase shares of any stockholder whose employment with the Company terminates or upon the death of the stockholder. In addition, upon certain terms and conditions of the stock redemption agreement, the Company has the obligation to repurchase shares of the stockholder. The purchase price is computed based on the book value of the Company.



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 8. Stockholders' Equity and Stock-Based Compensation (Continued)

Stock-based compensation: The Company maintains an equity incentive plan under which it grants restricted Class B common stock to key employees. This restricted stock is granted at the discretion of the Board under the plan and is subject to vesting based upon service periods. Typically, the shares vest over six years, with 10% immediately vested upon issuance and vesting 10% each year thereafter, on the anniversary date of the issuance, until the fourth year when the shares vest 20% per year for the remaining term. The value of restricted stock is based on book value and is recognized in earnings during the vesting period.

Restricted stock activity is summarized as follows at February 28, 2022 and 2021:

	2022		2021	
	Shares	Weighted-Average Grant-Date Market Value	Shares	Weighted-Average Grant-Date Market Value
Outstanding, beginning of year	867	\$ 249.21	867	\$ 249.21
Issued	-	-	-	-
Redeemed shares	-	-	-	-
Outstanding, end of year	867	\$ 249.21	867	\$ 249.21

There were no grants of restricted stock for the years ended February 28, 2022 and 2021. During the year ended February 28, 2021, the Company issued 516 shares of Class B stock to certain employees for \$199,345, which were paid in cash.

Note 9. Transactions With Related Parties

Operating leases: The Company leases shop and office facilities from a related party, as further discussed in Note 10.



FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 10. Commitments and Contingencies

Operating leases: The Company's Minnesota, Arizona and Colorado office and shop facilities are leased from parties related through common ownership, expiring at varying dates through December 2029, and provide for renegotiation at any time during the lease terms. In addition, the Company leases other facilities, office equipment, and vehicles under noncancelable agreements expiring at varying dates through March 2025. The Company also leases construction equipment on a short-term, month-to-month basis.

Approximate required minimum payments under these leases are as follows at February 28, 2022:

Years ending:	Related		Total
	Parties	Other	
2023	\$ 480,000	\$ 3,280,000	\$ 3,740,000
2024	435,000	2,745,000	3,180,000
2025	360,000	2,022,000	2,382,000
2026	360,000	1,067,000	1,427,000
2027	360,000	466,000	826,000
Thereafter	1,020,000	-	1,020,000
	<u>\$ 2,995,000</u>	<u>\$ 9,580,000</u>	<u>\$ 12,575,000</u>

The Company's total rent expense for facilities, equipment and vehicles, as well as construction equipment leased on a month-to-month basis, was approximately \$9,996,000 and \$10,935,000 for fiscal years 2022 and 2021, respectively, of which approximately \$529,000 and \$545,000 was to related parties for fiscal years 2022 and 2021, respectively.

Legal proceedings: The Company is subject to claims arising in the normal course of its business. While it is not feasible to determine the outcome of any of these uncertainties, it is the opinion of management that the outcomes will not have a material adverse effect on the financial position or operations of the Company.

Note 11. Major Customer

The Company had the following major customer for which revenues exceeded 10% of the Company's total revenues for the years ended February 28, 2022 and 2021:

Customer	2022		2021	
	Revenues	Trade Accounts Receivable	Revenues	Trade Accounts Receivable
A	11%	7%	11%	7%



Audited Financials

Adolfson & Peterson, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 12. Discontinued Operations

At February 28, 2019, three wholly owned subsidiaries qualified as discontinued operations in accordance with the provisions of FASB ASU No. 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360): Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity*. Based on decisions made to exit the market and region, management determined that the operations of AP West Coast, Inc., AP Atlantic, Inc. & Affiliate and Rushforth Construction Co., Inc. are entities that are qualified to be reported as discontinued operations.

These entities comprise the following:

	2022	2021
Accounts receivable	\$ -	\$ 212,163
Due from related party	-	4,616,933
Other current assets	21,697,044	2,815,783
Total current assets	<u>21,697,044</u>	<u>7,644,879</u>
Property and equipment, net	-	-
Total assets	<u>\$ 21,697,044</u>	<u>\$ 7,644,879</u>
Accounts payable	\$ 13,031,907	\$ 1,499,842
Billings in excess of costs and estimated earnings on uncompleted contracts	-	225,001
Total liabilities	<u>13,031,907</u>	<u>1,724,843</u>
Stockholder's equity	8,665,137	5,920,036
	<u>\$ 21,697,044</u>	<u>\$ 7,644,879</u>

	Years Ended	
	February 28, 2022	February 28, 2021
Contract revenues earned	\$ 12,838	\$ 87
Cost of revenues earned	(3,727,376)	1,568,544
Gross income (loss)	<u>3,740,214</u>	<u>(1,568,457)</u>
Operating expenses	3,274	3,281
Operating income (loss)	<u>3,736,940</u>	<u>(1,571,738)</u>
Income (loss) before benefit provision for income taxes	3,736,940	(1,571,738)
Benefit provision for income taxes	1,027,700	(432,200)
Net income (loss)	<u>\$ 2,709,240</u>	<u>\$ (1,139,538)</u>




FIVE: PROJECT TEAM | RESOURCE COMMITMENT, CAPABILITIES AND EXPERIENCE

BONDING COMPANY/ INSURANCE COMPANY AND INFORMATION

- Provide the name, address, and phone number of the firm's bonding agent.
- Provide a letter from the bonding agent indicating the firm's bonding capacity is adequate to undertake this work.
- Provide the name, address, and phone number of the firm's insurance agent(s). Provide certificate of insurance outlining coverage and policy limits. Confirm that coverage can be extended for work on this project. Town and Engineer shall be listed as an additional insured. Note any current claims that will affect coverage limits available to the Town for this project.

See our bonding letter with contact information for our bonding agent.



Telephone: 763-302-7100
 Fax: 763-302-7200
 Website: www.willistowerswatson.com

Direct Line: 763-302-7162
 Direct Fax: 763-302-7200
 E-mail: brian.carpenter@willistowerswatson.com

July 10, 2023

Brian Phillips, Chief of Police
 Town of Johnstown
 430 S. Parish Avenue
 Johnstown, CO 80534

Re: AP Mountain States, LLC dba Adolfson & Peterson Construction
 Project: Police Department Renovation and Expansion Project

Dear Chief Phillips:

Please accept this letter as a confirmation of the surety program currently in force for AP Mountain States, LLC dba Adolfson & Peterson Construction (hereinafter "AP"). Willis Towers Watson is pleased to provide the bid, performance and payment bonds that are necessary for AP to execute their business plan.


AP has historically enjoyed routine support on single projects in excess of \$100,000,000 with an overall supported bonded program of \$1,000,000,000. Support in excess of these parameters has been favorably considered by the surety underwriters on a case by case basis. Sufficient capacity exists in AP's bond program for additional bonded work.

Bonds are provided through a co-surety arrangement between CNA Surety Companies, through their issuing surety company, The Continental Insurance Company (hereinafter "CNA") and Berkshire Hathaway Specialty Insurance Company (hereinafter "Berkshire"). CNA has an A.M. Best Rating of A (Excellent), Berkshire has an A.M. Best Rating of A++ (Superior) and both have a Financial Size Category of XV.

Both surety companies enjoy a strong personal relationship with AP and understand the firm's vision and business plan going forward. Willis Towers Watson and the sureties appreciate the commitment on behalf of AP to provide the time and information necessary to maintain the bond program currently in place.

Should you desire to discuss AP's bond program in further detail, do not hesitate to call on me.

Sincerely,



Brian D. Carpenter
 Executive Vice President

cc. AP Mountain States, LLC dba Adolfson & Peterson Construction

Willis Towers Watson Midwest, Inc.
 8400 Normandale Lake Boulevard
 Suite 1700
 Bloomington, MN 55437

SIX REFERENCES



ap Adolfson
& Peterson
Construction



Provide three (3) client references (project name, contact person, and phone number) for projects that are similar in size and scope, and best demonstrates the firm’s ability to complete the proposed project successfully.



CITY OF ARVADA LAKE ARBOR AND WEST WOODS COMMUNITY POLICE STATIONS

Kim Vagher | Manager of City Facilities
City of Arvada | 720.898.7600



LARIMER COUNTY ALTERNATIVE SENTENCING & COMMUNITY CORRECTIONS IMPROVEMENTS

David Bragg | Project Manager
Larimer County | 970.498.5918



ENGLEWOOD POLICE HEADQUARTERS

Sam Watson | Deputy Chief of Police
City of Englewood | 303.762.2439

BUILDINGS BY DESIGN

PROPOSAL - POLICE DEPARTMENT

RENOVATION AND EXPANSION PROJECT CMAR

SUBMITTED TO:

Brian Phillips
Chief of Police
Town of Johnstown
430 S. Parish Ave
Johnstown, Colorado 80534

SUBMITTED BY:

Buildings By Design

SUBMITTED ON: July 14th, 2023





Table of Contents

COVER LETTER	
PROJECT APPROACH AND DETAILED SCOPE OF WORK	04
COST PROPOSAL	08
CERTIFICATE OF GOOD STANDING	14
PROJECT SCHEDULE	15
PROJECT TEAM	19
STAFF	20
SAFETY	26
SUBCONTRACTORS	27
CONSTRUCTION SEQUENCING AND SCHEDULING	28
QUALITY ASSURANCE/QUALITY CONTROL	30
FINANCIAL STATEMENT	31
BONDING COMPANY/INSURANCE COMPANY AND INFORMATION	32
REFERENCES	34



Brush School District Transportation Facility-

BBD continues to exceed my expectations. With each and every project, the BBD team's commitment to professionalism, transparency, quality, and customer satisfaction are unparalleled. I would recommend that anyone considering a school or other facilities project include Buildings By Design on their list of bidders - they provide excellent workmanship at a fair and reasonable price.

-Bill Wilson, Superintendent of Schools, Brush School District RE-2J



JULY 14, 2023

TOWN/OWNER
BRIAN PHILLIPS, CHIEF OF POLICE
TOWN OF JOHNSTOWN
430 S. PARISH AVE.
JOHNSTOWN, COLORADO 80534

Buildings By Design LLC.
515 Industrial Park Rd
Brush, CO 80723
PHONE: 970-842-5837
FAX: 970-842-4903
S-CORP LLC. | 19 YEARS IN BUSINESS

RE: Buildings By Design Proposal - Police Department Renovation and Expansion Project CMAR

On behalf of Buildings By Design, I would like to express our sincere gratitude for the opportunity to submit our qualifications for the Town of Johnstown Police Department Renovation and Expansion Project.

We are thrilled to be considered for such an important endeavor within the community. Our team at Buildings By Design has a proven track record of successfully delivering high-quality construction projects, and we are excited to bring our expertise to the table.

Throughout the years, we have collaborated with esteemed architectural firms, such as D2C Architects, on numerous projects. This partnership has allowed us to foster strong working relationships and deliver exceptional results. We greatly appreciate the opportunity to continue this collaborative spirit on the Police Department Renovation and Expansion Project.

Our team has extensive experience in managing police department renovations and understands the unique requirements and challenges associated with them. We can help you navigate the common challenges that arise during the renovation process.

Operational disruptions: Renovations can disrupt the daily operations of a police department. The construction process may require parts of the building to be inaccessible, affecting workspace, storage, and equipment availability. This can impact the department's ability to carry out its duties efficiently. Buildings By Design will collaborate with D2C Architects and the Town of Johnstown Police Department to ensure that we minimize impacts to your operational facility by approaching construction sequencing with specific phases to manage the construction elements to minimize disruptions.

Security: Safety is of paramount importance, and it is our responsibility to ensure that all construction processes meet the highest safety standards. Our team will collaborate with the Town of Johnstown Police Department to set specific security protocols for access to the facility during construction. Additionally, we will manage any additional security enhancements that are necessary for your department's operational needs.

Technology integration: Modern police departments rely heavily on technology, including computer systems, surveillance equipment, and communication networks. Our team has experience with managing the integration of new technologies or the upgrades of existing systems, which can be challenging to implement seamlessly.

Budget constraints: Renovations can be costly, and police departments often operate within limited budgets. Securing sufficient funding for the renovation project can be a significant challenge. We will ensure that we put our very best foot forward to ensure that we provide the most competitive pricing with qualified subcontractors. We will also ensure cost efficiencies during construction to minimize the impact to the overall budget.

We are committed to ensuring the project is completed with the utmost professionalism, efficiency, and adherence to the highest quality standards. Our goal is to create a modern and functional facility that supports the vital work of the Johnstown Police Department while enhancing the safety and well-being of the community.

Once again, we would like to express our gratitude for considering our qualifications for this project. We firmly believe that our experience, expertise, and commitment make us an ideal partner for the Town of Johnstown. We eagerly await the opportunity to contribute to the success of this important initiative.

If you require any additional information or have any questions, please do not hesitate to contact me directly. Please note that we are also acknowledging receipt of Addendum #1 dated 06/16/2023 and addendum #2 dated 07/03/2023.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Travis Lefever', is written over a light blue horizontal line.

Travis Lefever | Managing Member & Project Executive
travis@buildingsbydesign.com | 970-842-5837

Preconstruction Process & Construction Management



Describe your proposed Project Approach, addressing:

- Suggested procurement packages, construction sequences, means and methods.
- Value engineering ideas for the most cost-effective solutions.
- Input on factors such as cost, ease of installation, delivery schedule, quality, potential contracting, or construction issues.
- Partnering.
- Method of establishing a project contingency and who controls the use of the contingency and procedures for justifying use of contingency funds.
- Comments and suggestions regarding the proposed Contract Documents. If desired, propose alternate Contract Documents. The Town will consider other standard CMAR Contract Documents in lieu of the sample Documents included in this RFP.
- Provide the percentage and scope of work that will be self-performed vs. those elements of work that will be subcontracted out.
- Describe availability, bandwidth, and resources available to complete the project.

Our proposed project approach for the Johnstown Police Department Construction Manager at Risk project is designed to ensure the successful delivery of the project within the specified budget, timeline, and quality requirements. Our approach emphasizes collaboration, transparency, and effective project management techniques to mitigate risks and maximize project outcomes. The key steps of our proposed project approach are as follows:

Pre-Construction Phase:

Project Initiation: We will conduct an initial project kick-off meeting with key stakeholders, including representatives from the Johnstown Police Department, D2C Architects, local authorities, and any additional relevant project member.

Planning and Design: We will collaborate with the project stakeholders to define the project requirements, establish design criteria, and develop a detailed project plan, including schedules, budgets, and quality control measures.

Procurement: We will collaborate with Johnstown Police Department and D2C architects to choose subcontractors and suppliers based on competitive bidding processes, qualifications, and value engineering principles for our procurement packages.

Construction Sequencing.: The construction sequence will depend on the project's phasing requirements, with careful consideration given to minimizing disruptions to the ongoing operations of the police department. We have provided a schedule and phasing plan to sequence the project in the following. To ensure that the Johnstown police department can continue to use the building during construction, the project will be divided into three phases. We will look to demolish Phase A while excavating and laying the foundation for Phase C, allowing the team to work simultaneously in two different locations. Phase B will remain occupied during this time. Upon completion of Phase A, we will demolish Phase B before beginning interior finishes on both Phase B and Phase C. This will require coordination with the design team and the Johnstown police department to ensure feasibility and adjust our plan as needed. We must ensure successful collaboration with all stakeholders to modify the phasing boundaries as necessary to accommodate the building's occupants.

Value Engineering & Constructibility Analysis: When it comes to value engineering ideas for renovating the Johnstown Police Department, there are several strategies we can help you consider. Value engineering focuses on optimizing the value of a project by identifying cost-saving measures without compromising functionality or quality. Here are some of our thoughts

for value engineering ideas for the renovation of the Johnstown Police Department:

1. **Energy-efficient upgrades:** Incorporate energy-efficient lighting fixtures, HVAC systems, and insulation. This will not only reduce operational costs but also contribute to sustainability efforts.
2. **Space optimization:** Analyze the existing layout and identify opportunities to optimize space utilization. Consider flexible workstations, multi-purpose rooms, and efficient storage solutions to maximize usable area.
3. **Technology integration:** Explore cost-effective technology solutions to enhance security systems, communications, and data management.
4. **Sustainable materials:** Opt for sustainable and durable building materials that require minimal maintenance.
5. **Workflow analysis:** Study the department's operations and workflows to identify areas of inefficiency. This analysis can help streamline processes, improve communication, and enhance overall productivity.
6. **Renovation phasing:** Break down the renovation project into phases, prioritizing critical areas or functions. This approach allows for cost distribution over time, minimizing disruptions to daily operations and optimizing budget allocation.
7. **Salvaging and reusing existing elements:** Assess if any existing fixtures, furniture, or equipment can be salvaged and repurposed. This reduces waste and lowers procurement costs for new items.
8. **Value-based procurement:** Evaluate different suppliers and contractors based on their value proposition rather than solely considering the lowest bid. We will look for vendors with a track record of delivering quality work within budget and on schedule.
9. **Future-proofing:** Anticipate future needs and trends when making design and infrastructure decisions. This can involve incorporating modular components that can be easily modified or expanded as requirements evolve.
10. **Collaborative partnerships:** Engage with local businesses, community organizations, and educational institutions to explore potential partnerships. This can lead to cost-sharing opportunities, volunteer support, or access to specialized expertise.

Remember, value engineering requires a collaborative and creative approach. Involving stakeholders from different departments, including the police personnel, architects, engineers, and project managers, will ensure a well-rounded perspective and innovative ideas for cost optimization.

Innovation & Cost Savings Tracker: In order to help with future delivery method decisions and to maintain the trust and confidence in the project management process. It has been our experience that decisions need to be recorded as they happen and there needs to be a team commitment to the process or this information is easily forgotten. We will work with the Town of Johnstown and D2C architects and any additional project members & consultants to update the decision tracking matrix.

Schedule and Forecasting Analysis: As the design is being refined, we will develop and maintain resource loaded project schedules. Upon NTP, our scheduling team will develop an initial CPM schedule with all preconstruction and construction activities that encompasses all project elements to include:

- Design-path milestones, project administration and program-level schedule constraints
- Potential elements external to the project that are outside the team's direct execution scope but have the ability to impact project timelines
- Anticipated construction sequencing and work item dependencies, including acceleration and recovery scenarios based on discovery work performed during project pursuit and preconstruction discovery
- Application and approvals for permits, reviews and submissions
- Material procurement of long-lead items
- Quality assurance, project controls and subcontractor selection

Key benchmarks, decisions and updates will not only be reflected in the schedule, but will be tracked in Risk and Decision Tracking matrix through the preconstruction phase. Innovations and opportunities for acceleration will also be identified, tracked and vetted for inclusion in the CPM schedule. Our team will use the schedule to manage and analyze changes that occur in the dynamic field environment as well. During construction phase activities, Scott McDonald, Levi Dyess and CJ Kukus will develop the CPM and will be tasked with tracking performance and forecasting the remaining work. If potential schedule impacts are identified on key risk items, we will have recovery scenarios predefined.

Preconstruction manager Merle and Estimator Cody Holland will be at the ready to examine alternate strategies using best practices that are in concert with stakeholder and any other interests and concerns. We will plan the project using a Work Breakdown Structure that incorporates design and construction activities into distinct and several work categories. A fully functional

baseline schedule is a powerful tool for evaluating “what-if” scenarios, identifying potential critical paths, prioritizing submittal and fabrication activities, and communicating significant dates and milestones to stakeholders. Our schedule certainty is enhanced by our ability to self-perform work critical to the project success or that is on the critical path. This approach allows Buildings By Design to better control the overall project schedule and ensures that key project elements are constructed according to the highest expectations and standards.

Scope Resolution and GMP Creation: Buildings By Design will participate in estimating reviews with Johnstown Police Department and D2C Architects to discuss assumptions, risk amounts, allocation of risk, and negotiate IGMP (Initial Guaranteed Maximum Price). With Key Principal oversight our team will create a cost model. Merle and Cody will lead the Estimating Team in developing and submitting the contract construction price including direct costs, risk contingency, and fee. Through an open book negotiation process, Buildings By Design will share our detailed cost breakdown of our production rates, quantities, crew sizes, work shifts, labor rates, equipment rates, material prices, and subcontractor prices. Our team, led by Merle will start negotiating the final GMP at final design after the following: all alternative methods of performing the work under the Subcontracting Plan have been discussed, the DBE plan is reviewed and approved, and all alternative value engineering methods based upon the 90% design have been incorporated.

Partnering: Collaboration and partnering with key stakeholders, including the client (Johnstown Police Department), D2C Architects, engineers, and subcontractors, will be encouraged throughout the project. Open communication channels and a cooperative environment will foster a more efficient and successful project delivery.

Project Contingency: A contingency fund will be established to account for unforeseen events or changes in project requirements. The control and use of the contingency funds will be managed through a predefined procedure developed in coordination with the Town of Johnstown PD. Requests for the use of contingency funds will require proper justification, ensuring transparency and accountability.

Comments and Suggestions on Contract Documents: Building By Designs has reviewed the proposed Contract

Documents provided by the Town and at this time we don't have any comments and suggested changes

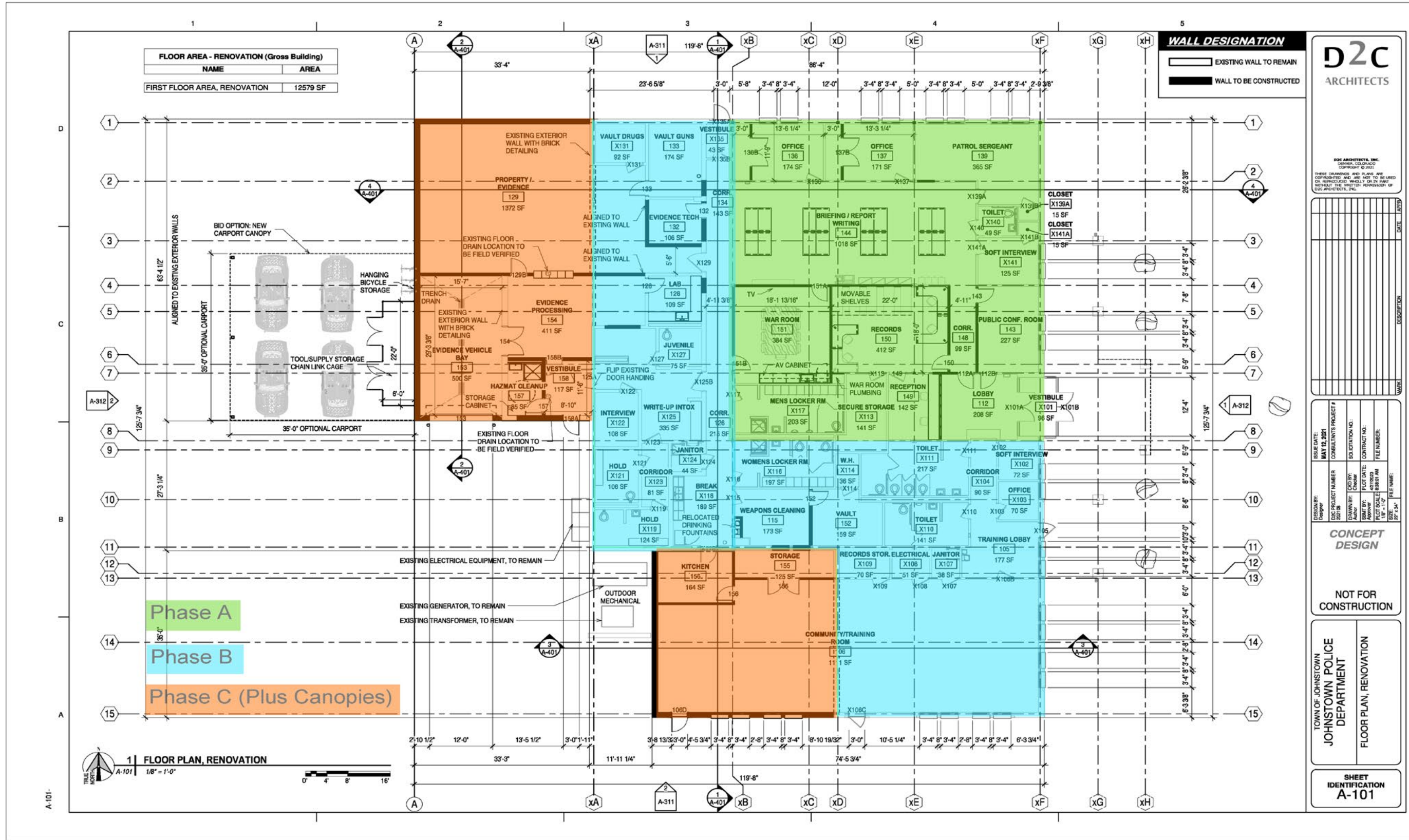
Self-Performed Work vs. Subcontracting: Building By Designs will determine the percentage and scope of work that can be self-performed based on the company's expertise, resources, and available bandwidth. The remaining elements of work will be subcontracted out to qualified subcontractors, ensuring that they meet the necessary qualifications, licenses, and insurance requirements. We anticipate self performing multiple scopes, however we will competitively bid all scopes to ensure that the Town of Johnstown receives the most competitive pricing.

Building Subcontractor Capacity and Sustainability: Subcontractor selection is an important part of Buildings By Design process and a key component to this project. Project Manager CJ Kukus, Merle and Cody will directly oversee and manage subcontracts, with the focus being to identify opportunities relevant to and manageable for qualified local workforce and DBE participation. To achieve these goals, we use an early action approach that begins in preconstruction, and we rapidly develop a competitive subcontractor field by using the following strategies:

- Incorporating ongoing preconstruction-phase design, constructibility and innovation efforts to develop iterative and final procurement trade packages, including any self-performed packages that are clear, detailed and complete;
- Defining a scope of work description for each package to ensure “same-page” understanding between the design and construction intent;
- “Right sizing” bid packages to encourage subcontractor participation;
- Developing a sequence and schedule for trade bid package procurement;
- Advertising packages easily with sufficient time for all levels of subcontractors to participate; and
- Validate the qualifications and assess the expertise of subcontractors and certified DBE subcontractors/suppliers to determine if they are capable of performing the scopes of work identified in the contract.

JOHNSTOWN POLICE DEPARTMENT ADDITION AND RENOVATIONS PHASING PLAN

Item #5.



ATTACHMENT A
Johnstown PD

COST SUMMARY

Issued Date:
Submitted Date: 07/14/2023

FIRM NAME: Buildings By Design

CSI CODE	DESCRIPTION	TOTAL PROJECT COST	West - 3719 SF	East - 4525 SF	South - 4267 SF	ALT #1-Car Ports	ALT #2-New Entry
	DIRECT COST TOTAL	\$ 1,779,276	\$ 578,150	\$ 329,300	\$ 604,750	\$ 60,000	\$ 61,900
01	General Requirements	\$ 31,035	\$ -	\$ -	\$ -	\$ -	\$ -
02	Existing Conditions	\$ 135,000	\$ 40,000	\$ 20,000	\$ 30,000	\$ -	\$ -
03	Concrete	\$ 144,800	\$ 70,000	\$ -	\$ 74,800	\$ -	\$ 22,500
04	Masonry	\$ 155,000	\$ 70,000	\$ -	\$ 85,000	\$ -	\$ -
05	Metals	\$ 28,500	\$ 28,500	\$ -	\$ -	\$ -	\$ -
06	Wood Plastics, and Composites	\$ 46,000	\$ 17,000	\$ 17,000	\$ 12,000	\$ -	\$ -
07	Thermal and Moisture Protection	\$ 175,300	\$ 72,650	\$ 30,000	\$ 72,650	\$ -	\$ -
08	Openings	\$ 74,000	\$ 41,000	\$ 17,000	\$ 19,000	\$ -	\$ -
09	Finishes	\$ 352,900	\$ 94,300	\$ 109,300	\$ 149,300	\$ -	\$ -
10	Specialties	\$ 93,700	\$ 38,200	\$ 2,000	\$ 45,500	\$ -	\$ -
11	Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	Special Construction	\$ 35,000	\$ -	\$ -	\$ -	\$ 60,000	\$ -
21	Fire Suppression	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
22	Plumbing	\$ 35,000	\$ 17,500	\$ 17,500	\$ -	\$ -	\$ -
23	Heating, Ventilating, and Air Conditioning	\$ 145,000	\$ 35,000	\$ 55,000	\$ 55,000	\$ -	\$ -
26	Electrical	\$ 135,000	\$ 40,000	\$ 47,500	\$ 47,500	\$ -	\$ -
27	Communications	\$ 24,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ -	\$ -
28	Electronic Safety and Security	\$ 18,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ -
31	Earthwork	\$ 89,925	\$ -	\$ -	\$ -	\$ -	\$ -
32	Exterior Improvements	\$ 61,116	\$ -	\$ -	\$ -	\$ -	\$ 39,400
33	Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	GENERAL CONDITIONS TOTAL	\$ 246,354	\$ 72,150	\$ 44,676	\$ 70,530	\$ -	\$ -
	General Conditions (Not-to-Exceed from Attachment B)	\$ 246,354	\$ 72,150	\$ 44,676	\$ 70,530	\$ -	\$ -
	FEE TOTAL (Based on Direct Cost and General Conditions)	\$ 101,282	\$ 32,515	\$ 18,699	\$ 33,764	\$ 3,000	\$ 3,095
	Fee (Overhead & Profit) 5.00%	\$ 101,282	\$ 32,515	\$ 18,699	\$ 33,764	\$ 3,000	\$ 3,095
	SUBTOTAL CONSTRUCTION COSTS	\$ 2,126,912	\$ 682,815	\$ 392,675	\$ 709,044	\$ 63,000	\$ 64,995
	OTHER INDIRECTS TOTAL (No fees on these costs)	\$ 248,941	\$ -	\$ -	\$ -	\$ -	\$ -
	Bid Contingency 5.00%	\$ 88,964	\$ -	\$ -	\$ -	\$ -	\$ -
	Commercial General Liability Insurance 0.56%	\$ 11,344	\$ -	\$ -	\$ -	\$ -	\$ -
	Contractor Payment & Performance Bonds 1.22%	\$ 24,713	\$ -	\$ -	\$ -	\$ -	\$ -
	Builder's Risk Insurance 0.40%	\$ 8,103	\$ -	\$ -	\$ -	\$ -	\$ -
	Preconstruction Costs 0.00%	\$ 9,255	\$ -	\$ -	\$ -	\$ -	\$ -
	ALL Building Permits/Plan Review Fee/Use Tax - (ALLOWANCE)	\$ 17,600	\$ -	\$ -	\$ -	\$ -	\$ -
	Construction Contingency 5.00%	\$ 88,964	na	na	na	na	na
	TOTAL CONSTRUCTION COSTS	\$ 2,375,853	\$ 682,815	\$ 392,675	\$ 709,044	\$ 63,000	\$ 64,995

NOTES:

COST CODE	DESCRIPTION	BUDGET	COST SF										
8300	Door and Frame Install	8,000	0.64	0	Adobe	5,000	5,000	2,000	0	0	0	0	0
			0.00										
	SUBTOTAL	74,000	5.88	0		41,000	17,000	19,000	0	0	0	0	0
90000	FINISHES												
2116	Gyp Board Assemblies	195,000	15.50	0	Adobe	40,000	55,000	100,000	0	0	0	0	0
2216	Non-Structural Metal Framing	In 2116	0.00	0	Adobe	0	0	0	0	0	0	0	0
5100	Acoustical Ceiling	In 2116	0.00	0	Adobe	0	0	0	0	0	0	0	0
6000	Flooring	115,000	9.14	0	Cody flooring	40,000	40,000	35,000	0	0	0	0	0
6500	Resiliant Flooring	12,900	1.03	0	Cody flooring	4,300	4,300	4,300	0	0	0	0	0
9100	Painting	30,000	2.38	0	Kodiak Painting	10,000	10,000	10,000	0	0	0	0	0
	SUBTOTAL	352,900	28.05	0		94,300	109,300	149,300	0	0	0	0	0
100000	SPECIALTIES												
1400	Signage	6,000	0.48	0	Star Sign	2,000	2,000	2,000	0	0	0	0	0
1453	Parking Signage	NA	0.00	0		0	0	0	0	0	0	0	0
4416	Fire Extinguishers	3,000	0.24	0	Dynamic Specialties	1,500	0	1,500	0	0	0	0	0
5100	Lockers	36,000	2.86	0	Filing World	28,000	0	0	0	0	0	0	0
6216	Operable Partition	42,000	3.34	0	Continental Partitions	0	0	42,000	0	0	0	0	0
7316	Tool Storage	4,500	0.36	0	Dean Contracting	4,500	0	0	0	0	0	0	0
7316	Hanging Bike Rack	2,200	0.17	0	Dynamic Specialties	2,200	0	0	0	0	0	0	0
	SUBTOTAL	93,700	7.45	0		38,200	2,000	45,500	0	0	0	0	0
110000	Equipment												
1319	Dock Levelers	NA	0.00	0		0	0	0	0	0	0	0	0
	SUBTOTAL	0	0.00	0		0	0	0	0	0	0	0	0
120000	FURNISHINGS												
2100	Window Blinds	NA	0.00	0		0	0	0	0	0	0	0	0
	SUBTOTAL	0	0.00	0		0	0	0	0	0	0	0	0
130000	SPECIAL CONSTRUCTION												
3419.01	Car Ports/ Canopies	35,000	2.78	0	Elite 3	0	0	0	60,000	0	0	0	0
	SUBTOTAL	35,000	2.78	0		0	0	0	60,000	0	0	0	0
210000	FIRE PROTECTION												
0	Sprinkler	NA	0.00	0		0	0	0	0	0	0	0	0
	SUBTOTAL	0	0.00	0		0	0	0	0	0	0	0	0
220000	PLUMBING												
0	Common Work Results for Plumbing	35,000	2.78	0	Fisher Mechanical	17,500	17,500	0	0	0	0	0	0
	SUBTOTAL	35,000	2.78	0		17,500	17,500	0	0	0	0	0	0
230000	HVAC												
0	Common Work Results for HVAC	145,000	11.53	0	Pfeifer Mechanical	35,000	55,000	55,000	0	0	0	0	0
	SUBTOTAL	145,000	11.53	0		35,000	55,000	55,000	0	0	0	0	0
260000	ELECTRICAL												
10	Common Work Results for Electrical	135,000	10.73	0	Axis Electric	40,000	47,500	47,500	0	0	0	0	0
	SUBTOTAL	135,000	10.73	0		40,000	47,500	47,500	0	0	0	0	0
270000	COMMUNICATIONS												
0	Low Voltage	24,000	1.91	0	Axis	8,000	8,000	8,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SUBTOTAL	24,000	1.91	0		8,000	8,000	8,000	0	0	0	0	0

COST CODE	DESCRIPTION	BUDGET	COST SF										
280000	ELECTRONIC SAFETY AND SECURITY												
1000	Access Control	NA	0.00			0	0	0	0	0	0	0	0
4613	Fire Alarm	18,000	1.43		Frontier Fire	6,000	6,000	6,000	0	0	0	0	0
5000	Radio Frequency Testing	NA	0.00			0	0	0	0	0	0	0	0
	SUBTOTAL	18,000	1.43	0		6,000	6,000	6,000	0	0	0	0	0
310000	CIVIL												
0	Earthwork/ Site Grading	84,425	6.71	0	Martin & Sons	0	0	0	0	0	0	0	0
2500	Erosion Control	5,500	0.44	0	Martin & Sons	0	0	0	0	0	0	0	0
	SUBTOTAL	89,925	7.15	0		0	0	0	0	0	0	0	0
320000	Exterior Improvements												
1216	Asphalt Paving/ Patching	30,000	2.38	0	Martin Marietta	0	0	0	0	15,000	0	0	0
1723	Pavement Markings	3,000	0.24	0	Mile High Striping	0	0	0	0	0	0	0	0
3100	Fences and Gates	6,116	0.49	0	Dean Contracting	0	0	0	0	24,400	0	0	0
8000	Irrigation and Landscaping	22,000	1.75	0		0	0	0	0	0	0	0	0
	SUBTOTAL	61,116	4.86	0		0	0	0	0	39,400	0	0	0
330000	UTILITIES												
1000	Water Utilities	NA	0.00	0		0	0	0	0	0	0	0	0
3000	Sanitary Sewerage	NA	0.00	0		0	0	0	0	0	0	0	0
4000	Stormwater Utilities	NA	0.00	0		0	0	0	0	0	0	0	0
4600	Stormwater Management	NA	0.00	0		0	0	0	0	0	0	0	0
	SUBTOTAL	0	0.00	0		0	0	0	0	0	0	0	0
	DIVISION TOTALS	1,779,276	141.45	0		578,150	329,300	604,750	60,000	61,900	0	0	0
	OVERHEAD & PROFIT	0	0.00	0		0	0	0	0	0	0	0	0
	TOTAL HARDCOSTS	1,779,276	141.45	0		578,150	329,300	604,750	60,000	61,900	0	0	0

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,

Buildings by Design, LLC

is a

Limited Liability Company

formed or registered on 09/14/2004 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 20041320113 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/28/2021 that have been posted, and by documents delivered to this office electronically through 06/02/2021 @ 09:06:05 .

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 06/02/2021 @ 09:06:05 in accordance with applicable law. This certificate is assigned Confirmation Number 13210484 .



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 Web site 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 Web site, <http://www.sos.state.co.us/hz-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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

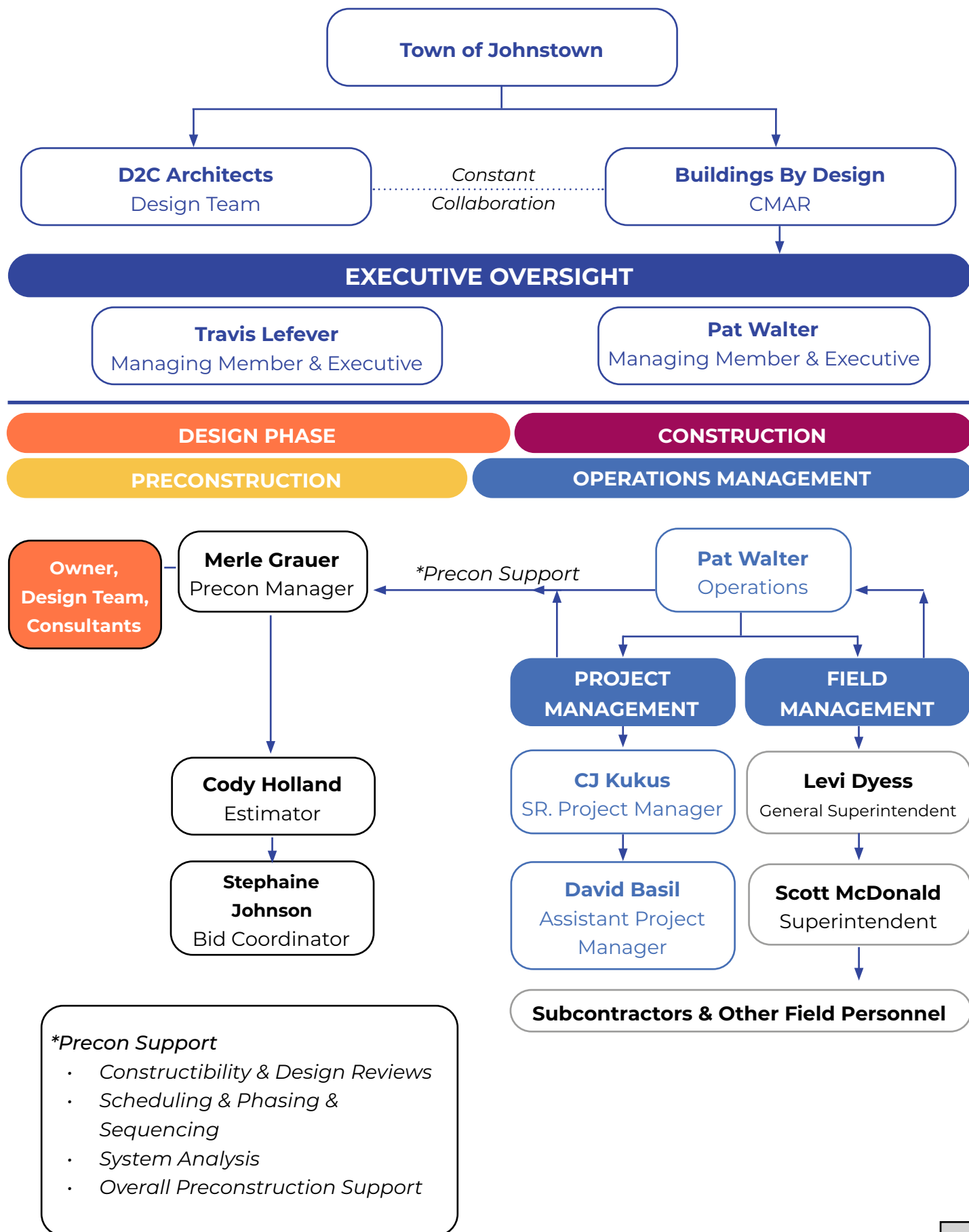


Thu 7/13/23

JOHNSTOWN POLICE DEPARTMENT ADDITION AND REMODEL CPM SCHEDULE

ID	Task Mode	Name	Duration	Start	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter		
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
172		Tape & Finish Walls & Ceilings	5 days	Fri 6/28/24																					
173		Prime & Paint Walls & Ceilings	5 days	Mon 7/8/24																					
174		Ceiling Grid	4 days	Mon 7/15/24																					
175		Wet area Finishes	5 days	Mon 7/15/24																					
176		Mechanical Trim In Hard Lids & Grid	4 days	Fri 7/19/24																					
177		Electrical Trim In Hard Lids & Grid	4 days	Fri 7/19/24																					
178		Fire Sprinkler Trim In Hard Lids & Grid	4 days	Fri 7/19/24																					
179		Fire Alarm Trim In Hard Lids & Grid	4 days	Fri 7/19/24																					
180		Above Ceiling Inspection (Grid Ceilings)	5 days	Thu 7/25/24																					
181		Tile Grid Ceilings	5 days	Thu 8/1/24																					
182		Millwork	3 days	Thu 8/8/24																					
183		Plumbing Trim	2 days	Tue 8/13/24																					
184		Flooring & Base	7 days	Thu 8/15/24																					
185		Interior Doors & Hardware	3 days	Mon 8/26/24																					
186		Hardscapes & Landscaping	16 days	Tue 6/4/24																					
187		Site Grading For Civil Concrete	3 days	Tue 6/4/24																					
188		Curb & Gutter	5 days	Fri 6/7/24																					
189		Sidewalk & V-pans	5 days	Fri 6/7/24																					
190		Fine Grade & Prep for Asphalt Paving (Patches)	3 days	Fri 6/14/24																					
191		Asphalt Paving (Patches)	2 days	Wed 6/19/24																					
192		Permanent Fencing (Bid Alt)	3 days	Fri 6/21/24																					
193		Project Closeout & Final Inspections	103 days	Thu 4/25/24																					
194		Start-up & Inspection	14 days	Thu 8/29/24																					
195		Final Building Clean	5 days	Thu 8/29/24																					
196		Start-up of Electrical Systems	4 days	Fri 9/6/24																					
197		Start-up of Mechanical Systems	4 days	Fri 9/6/24																					
198		Fire Alarm & Sprinkler Testing	2 days	Thu 9/12/24																					
199		Mechanical Final Inspections	1 day	Thu 9/12/24																					
200		Electrical Final Inspections	1 day	Thu 9/12/24																					
201		Plumbing Final Inspections	1 day	Thu 9/12/24																					
202		Fire Alarm Final	1 day	Fri 9/13/24																					
203		Final Fire Inspections	2 days	Mon 9/16/24																					
204		Building Final for CO	1 day	Wed 9/18/24																					
205		Punch Lists	103 days	Thu 4/25/24																					
206		Area A	7 days	Thu 4/25/24																					
207		OAC Punch Walk	1 day	Thu 4/25/24																					
208		Complete OAC Punch List Corrections	5 days	Fri 4/26/24																					
209		OAC Final Walk & Acceptance	1 day	Fri 5/3/24																					
210		Area B	7 days	Fri 8/30/24																					
211		OAC Punch Walk	1 day	Fri 8/30/24																					
212		Complete OAC Punch List Corrections	5 days	Tue 9/3/24																					
213		OAC Final Walk & Acceptance	1 day	Tue 9/10/24																					
214		Area C (New Construction)	10 days	Fri 9/6/24																					
215		OAC Punch Walk	1 day	Fri 9/6/24																					
216		Complete OAC Punch List Corrections	5 days	Mon 9/9/24																					
217		OAC Final Walk & Acceptance	1 day	Thu 9/19/24																					

- Tape & Finish Walls & Ceilings
- Prime & Paint Walls & Ceilings
- Ceiling Grid
- Wet area Finishes
- Mechanical Trim In Hard Lids & Grid
- Electrical Trim In Hard Lids & Grid
- Fire Sprinkler Trim In Hard Lids & Grid
- Fire Alarm Trim In Hard Lids & Grid
- Above Ceiling Inspection (Grid Ceilings)
- Tile Grid Ceilings
- Millwork
- Plumbing Trim
- Flooring & Base
- Interior Doors & Hardware
- Site Grading For Civil Concrete
- Curb & Gutter
- Sidewalk & V-pans
- Fine Grade & Prep for Asphalt Paving (Patches)
- Asphalt Paving (Patches)
- Permanent Fencing (Bid Alt)
- Final Building Clean
- Start-up of Electrical Systems
- Start-up of Mechanical Systems
- Fire Alarm & Sprinkler Testing
- Mechanical Final Inspections
- Electrical Final Inspections
- Plumbing Final Inspections
- Fire Alarm Final
- Final Fire Inspections
- Building Final for CO
- OAC Punch Walk
- Complete OAC Punch List Corrections
- OAC Final Walk & Acceptance
- OAC Punch Walk
- Complete OAC Punch List Corrections
- OAC Final Walk & Acceptance
- OAC Punch Walk
- Complete OAC Punch List Corrections
- OAC Final Walk & Acceptance



Staff

Scott McDonald | Superintendent. We are proposing Scott, for the Johnstown Police Department Project. Scott has extensive CM/GC experience in supporting multiple clients with projects of similar scope and complexity to your project. He has over 40 years of commercial construction experience and we feel that with his previous experience especially with EMS Buildings fit nicely for your project. His responsibilities will start with coordinating and management of all on-site construction activities as well as work with the project teams to successfully deliver the project on time and budget with exceptional quality. He will ensure that all required materials, equipment, and inspections occur in accordance with the construction schedule for timely delivery. He is also responsible to ensure that the job site is a safe for workers and visitors and manage compliance with our safety policy. He manages the overall project and 3 week look ahead schedules to ensure that subcontractors complete their scope within the specified time to meet schedule compliance. Scott will also provide support during preconstruction to ensure transparency, constructibility reviews and overall operational support of the project.

Levi Dyess | General Superintendent | Assistant Safety Manager. Levi will support the project teams with general oversight and support for the Project. With over 25 years of experience, Levi will ensure that the project receive the full attention of all field staff; support preconstruction activities and ensure deliverables are met with accuracy and efficiencies.

Merle Grauer | Preconstruction Manager. Merle has provided preconstruction services for an array of clients, both public and private. He is knowledgeable in all phases of construction, from pre-design to post-occupancy. Merle's experience includes new construction, renovation, and extensive transportation facility projects. In addition, he has a strong understanding of the construction process, including cost estimating, value engineering, scheduling, and project management.

Merle's goal is to ensure that the preconstruction team develops the GMP while providing multiple pricing options throughout the different phases of the project. This will allow the client to have a clear understanding of the project cost from the beginning, and avoid any surprises during construction.

Cody Holland | Estimator LEED® Green Associate™. Cody will work with our estimating team to develop and price

design solutions, materials and assist with sequencing. He will help support Merle to provide quick and accurate valuation of options, innovations, constructibility and any possible value engineering concepts. Cody will also help lead efforts to help provide building efficiency and incorporate green building principals. Cody is an attentive, detailed oriented individual that will help deliver cost efficiencies throughout the estimating and preconstruction stage of the project.

Travis Lefever | Principal In Charge | Project Executive. Travis has over two decades of experience delivering various project delivery methods and excels in value engineering (VE) analysis to create cost savings for clients. In his role as Project Executive and Principal In Charge, Travis is responsible for maintaining collaboration and communication among the team. He also works closely with Merle during design phase to ensure efficiency & constructibility reviews are being met. Travis strongly believes that every project presents a unique opportunity and strives to ensure each client's vision is captured through the design process.

Travis has a long history of delivering quality projects on time and on budget. He has a deep understanding of the construction process and is always looking for ways to improve efficiency and save his clients money. Travis is a strong advocate for collaboration and communication among all members of the project team. He believes that every project presents a unique opportunity to capture the client's vision and bring it to life through the design process.

Cj Kukus | Project Manager. CJ will be the primary point of contact during the construction phase of the project, he will help support the design and preconstruction team to evaluate the plans for constructibility and will facilitate the sequencing of the construction scheduling and procurement aspects of the project. As the project manager CJ will have overall project responsibility and will establish the overall project plan including budget management, phasing, site logistics, and schedule. CJ will monitor the status of all project deliverables: shop drawings, submittals, samples and other required project documentation.

Our proposed team is dedicated to the success of your project and is committed throughout the lifespan of the project.

Current Projects Under Contract

Item #5.






PROJECT NAME & LOCATION	CLIENT CONTACT	PROJECT DETAILS	SCHEDULE
Boulder Affordable Housing 6500 Arapahoe Rd. Boulder, CO 80303	City of Boulder Jay Sugnet, Project Manager 303-441-405, sugnetj@bouldercolorado.gov	Delivery: Design/Bid/Build Square Feet: 31,200 Budget: \$8,900,000.00	Scheduled Completion: 04/2024 Percentage Complete: 2.0%
Clear Creek School District 320 Chicago Rd, Idaho Springs, CO 80452	Clear Creek School District, Justin Watanabe 303-746-6429 justin.watanabe@ccsdre1.org	Delivery: Design/Bid/Build Square Feet: 31,200 Budget: \$4,500,000.00	Scheduled Completion: 02/2024 Percentage Complete: 7.10%
CDOT Eisenhower JOA 21300 I-70 Dillon, CO 80435	CDOT Property Management, Frank Melehan 561-267-1444 frank.melehan@state.co.us	Delivery: Design/Bid/Build Square Feet: 31,200 Budget: \$10,342,00.00	Scheduled Completion: 08/2023 Percentage Complete: 81.24%
NJC Applied Technology Campus 318 Hagen St. Sterling, CO 80751	Northeastern Junior College, Martha Gareis 970-521-6662 martha.gareis@njc.edu	Delivery: Bid-Build Square Feet: 5917 Budget: \$2,333,096.00	Scheduled Completion: 12/2023 Percentage Complete: 17.83%
NJC Knowles Hall Renovation 709 Landrum LN Sterling, CO 80751	Northeastern Junior College, Tracey Knox 970-521-6662 Tracey.Knox@njc.edu	Delivery: Bid-Build Square Feet: 5917 Budget: \$870,169.00	Scheduled Completion: 07/2024 Percentage Complete: 2.52%
Gunnison CPW Service Center 300 W. New York Ave. Gunnison, CO. 81230	Colorado Parks and Wildlife Steve Patterson, Regional Project Manager 970-903-1369 steve.patterson@state.co.us	Delivery: Design/Build CMGC Square Feet: 7,200 Budget: \$4,842,401.00	Scheduled Completion: 01/2024 Percentage Complete: 8.84%
Logan County Community Center 1120 Pawnee Ave, Sterling, CO 80751	Logan County Debbie Unrein 970-522-0880 unreind@logancounty.gov	Delivery: Bid-Build Square Feet: 8,000 Budget: \$2,397,612.00	Scheduled Completion: 02/2024 Percentage Complete: 0%
CDOT Sante Fe 8400 S Santa Fe Drive Littleton, CO 80125	CDOT Property Management, Ben Titus 303-903-3097 ben.titus@state.co.us	Delivery: Design/Bid/Build Square Feet: 8,100 Budget: \$4,148,100.06	Scheduled Completion: 08/2023 Percentage Complete: 77.80%
Limon RV Park 6th St. and V Ave. Limon, CO 80828	Drew Falvey 919-622-1124 drewfalvey@gmail.com	Delivery: CM/GC Budget: \$1,599,516.00	Scheduled Completion: 08/2023 Percentage Complete: 85.54%

Relevant Experience

Item #5.

PROJECT NAME & LOCATION	CLIENT CONTACT	ARCHITECT	PROJECT TEAM
Hudson Police Department 50 South Beach St. Hudson, CO 80642	Town of Hudson Jennifer Woods 303-536-9311 jwoods@hudsoncolorado.org	D2C Architects, Eric Combs, Architect/Principal 303-952-4802, ecombs@d2carchitects.com	Project Executive: Travis Lefever Preconstruction: Merle Grauer Project Manager: CJ Kukus Project Superintendent: Scott McDonald
CDOT Glenwood Springs 202 Centennial St. Glenwood Springs CO, 81601	CDOT Property Management, Frank Melehan 561-267-1444 frank.melehan@state.co.us	D2C Architects, Eric Combs, Architect/Principal 303-952-4802, ecombs@d2carchitects.com	Project Executive: Travis Lefever Preconstruction: Merle Grauer Project Manager: CJ Kukus General Superintendent: Levi Dyess Project Superintendent: Chris Daily
CDOT Wolcott VSF 26773 Highway 6 Wolcott, CO 81655	CDOT Property Management, Frank Melehan 561-267-1444 frank.melehan@state.co.us	D2C Architects, Eric Combs, Architect/Principal 303-952-4802, ecombs@d2carchitects.com	Project Executive: Travis Lefever Preconstruction: Merle Grauer Project Manager: CJ Kukus General Superintendent: Levi Dyess Project Superintendent: Chris Daily
Thornton Police Training Center (Supply Erect) 9000 Colorado Blvd Thornton, CO 80229	Mark Young Construction, Blake Champagne 303-776-1449 bchampagne@markyoungconstruction.com	D2C Architects, Eric Combs, Architect/Principal 303-952-4802, ecombs@d2carchitects.com	Project Executive: Randy Gates Preconstruction: Eric Van Soest Project Manager: CJ Kukus Project Superintendent: Jason Harding
CDOT Sante Fe 8400 S. Santa Fe Dr Littleton, CO 80125	CDOT Property Management, Ben Titus 303-903-3097 ben.titus@state.co.us	D2C Architects, Eric Combs, Architect/Principal 303-952-4802, ecombs@d2carchitects.com	Project Executive: Travis Lefever Preconstruction: Merle Grauer Project Manager: CJ Kukus General Superintendent: Levi Dyess Project Superintendent: Alvaro Morales
Brush Police Department 600 Edison Street Brush, CO 5074	Brush Police Department 561-267-1444	Buildings By Design 970-842-5837 estimating@buildingsbydesign.com	Project Executive: Travis Lefever Preconstruction: Merle Grauer Project Manager: CJ Kukus Project Superintendent: Scott McDonald
Haxtun EMS Building and Police Department 101 N Colorado Ave, Haxtun, CO 8073	Town of Haxtun Ron Carpenter 970-774-6104	Buildings By Design 970-842-5837 estimating@buildingsbydesign.com	Project Executive: Pat Walter Preconstruction: Travis Lefever Project Manager: Pat Walter Project Superintendent: Travis Lefever

Key Personnel

NAME & ROLE	PRIMARY PROJECT RESPONSIBILITIES
<p>Travis Lefever Managing Member Project Executive</p> 	<ul style="list-style-type: none"> ▪ Leads the development of milestone estimates and GMP proposals in collaboration with preconstruction teams, the design team and the Town of Johnstown ▪ Works with the Project team to develop and price, design solutions, materials, and sequencing ▪ Provides quick and accurate valuation of options, innovations, constructability, and VE concepts ▪ Leads estimate preparation and directs estimating staff, coordinates subcontractor estimates
<p>Merle Grauer Preconstruction Manager</p> 	<ul style="list-style-type: none"> ▪ Coordination with Preconstruction management team for constructibility reviews ▪ Proper planning to ensure project tasks and timelines are set up for success ▪ Provide proactive risk management plan to ensure roadblocks are removed. ▪ Manage relationships with all stakeholders by accurately and effectively communicating the progress and overall health of the project. ▪ Lead Preconstruction teams to establish overall plan including budget, phasing and site logistics.
<p>CJ Kukus Senior Project Manager</p> 	<ul style="list-style-type: none"> ▪ Coordination with Preconstruction management team for constructibility reviews ▪ Proper planning to ensure project tasks and timelines are set up for success ▪ Provide proactive risk management plan to ensure roadblocks are removed. ▪ Manage relationships with all stakeholders by accurately and effectively communicating the progress and overall health of the project. ▪ Work with Preconstruction teams to establish overall plan including budget, phasing and site logistics. ▪ Monitor status of all project deliverables: shop drawings, submittals and Procore management
<p>Levi Dyess General Superintendent</p> 	<ul style="list-style-type: none"> ▪ Ensure safety standards per company Best Practices and OSHA standards are implemented at job-sites and that on-site leadership is enforcing it ▪ Communicate to Estimating Team, Project Managers, and others of opportunities for constructibility reviews, schedule acceleration or potential delays. ▪ Managing field leaders such as Superintendents, Foreman, and other site leads ▪ Oversight & implementing project quality standards for the project and ensuring installation Best Practice Systems are being upheld
<p>Scott McDonald Superintendent</p> 	<ul style="list-style-type: none"> ▪ Coordination with Preconstruction management team for constructibility ▪ Establish lay-down perimeter and safety plan ▪ Primary point of contact for field teams ▪ Planning, organizing and management of day to day operations. ▪ Creation and management of baseline and all look-ahead schedules ▪ Management and Supervision of all daily on-site tasks and subcontractors ▪ Completion of job safety responsibilities, including weekly "toolbox talks" ▪ Coordinate, facilitate and participate in weekly OAC Meetings

Qualifications, Commitment & Relevant Projects

NAME & ROLE	RELEVANT QUALIFICATIONS/ EXPERIENCE	RELEVANT PROJECTS	COMMITMENT
Travis Lefever Project Executive	<ul style="list-style-type: none"> » 25+ Years of Commercial Construction Experience » CDOT TECS Stormwater Compliance Certification » Pre-Construction Planning for over 150 projects similar to Archeleta Transit Facility » Creates Collective Collaboration Framework among project teams » Extensive portfolio of public projects for the state of Colorado. 	<ul style="list-style-type: none"> » Hudson Police Department Renovation » Haxtun Emergency Services & Police Department » Brush Police Department Gun Range » Sema Office Renovation » Miners Mesa Public Works Building » Morgan County REA Phases 1-3 » CDOT Limon Maintenance & VSF » CDOT Bijou Transportation and VSF » CDOT Eisenhower JOA Transportation » CDOT Sante Fe VSF Facility » CDOT Glenwood Springs VSF 	Preconstruction: 75% Construction: 45%
Merle Grauer Preconstruction Manager	<ul style="list-style-type: none"> » 20+ Years of Commercial Construction Experience » Extensive Knowledge of Building Codes and Regulations throughout Colorado » Over 15 years of cost estimating and budgeting of similar projects » Extensive portfolio of public projects for the state of Colorado. 	<ul style="list-style-type: none"> » Hudson Police Department Renovation » Haxtun Emergency Services & Police Department » Brush Police Department Gun Range » Sema Office Renovation » Miners Mesa Public Works Building » Morgan County REA Phases 1-3 » CDOT Limon Maintenance & VSF » CDOT Bijou Transportation and VSF » CDOT Eisenhower JOA Transportation 	Preconstruction: 100% Construction: 10%
CJ Kukus Senior Project Manager	<ul style="list-style-type: none"> » 10+ Years of Construction Experience » OSHA 30 Hour » CDOT TECS Stormwater Compliance Certification » AGC Construction Project Manager Certified Professional 	<ul style="list-style-type: none"> » Hudson Police Department Renovation » Brush Police Department Gun Range » Morgan County REA Phases 1-3 » CDOT Limon Maintenance & VSF » CDOT Bijou Transportation and VSF » CDOT Eisenhower JOA Transportation » CDOT Wolcott VSF » CDOT Glenwood Springs VSF 	Preconstruction: 25% Construction: 100%
Levi Dyess General Superintendent	<ul style="list-style-type: none"> » 25+ Years of Commercial Construction Experience » CDOT TECS Stormwater Compliance Certification » OSHO 10 Hour » OSHA #510 » LEED Workshop Certified for GC's » CPR First Aid Certified » Safety & Compliance Manager 	<ul style="list-style-type: none"> » Hudson Police Department Renovation CDOT Eisenhower JOA Transportation \$10.2M » CDOT Lamar VSF Facility \$3.5M » CDOT Sante Fe VSF Facility \$3.8M » CDOT Glenwood Springs VSF \$4.5M 	Preconstruction: 25% Construction: 100%
Scott McDonald Superintendent	<ul style="list-style-type: none"> » 40+ Years of Commercial Construction Experience » CDOT TECS Stormwater Compliance Certification » OSHA 30 Hour » Certified Storm Water Erosion Control 	<ul style="list-style-type: none"> » Hudson Police Department Renovation » Brush Police Department Gun Range » High Plains Bank Wiggins » High Plains Bank Keenesburg 	Preconstruction: 25% Construction: 100%

Safety

Our entire team fully understands the importance of maintaining site safety and security on the project site is of the utmost importance to ensure that all personnel have a safe working environment. Below are the elements of our safety plan implemented in 100% of our projects.

Establish a Safety Culture. Safety is a top priority for all employees, subcontractors and support staff. We know that establishing a safety culture requires a top-down approach. "Safety First" really isn't just lip service. Our commitment to safety is incorporated into our core principles of our company culture. This is evident by our EMR and TRIR rates where we have been continually below the industry standard throughout our tenure. Simply put, our record doesn't show "lip service" it provides real results and positively impacts 100% of our projects. TRIR rates are included in the table on page 11.

Creation of a Site Specific Safety Plan. Understanding that every construction project is different and comes with it's own unique set of challenges and obstacles. Proper Planning is considered a vital task in a successful management of project through completion.

The Construction planning process begins with a site- specific safety plan. We start by fully inspecting the site and determining what potential hazards may already exist. Plan out what safety measures should be implemented to mitigate those hazards and will prevent accidents.

As our construction plan is created we review each phase of the project and break down the individual tasks involved and assembly what safety measures, personal protective equipment (PPE) and training will be required of our subcontractors and other project staff to ensure we keep all workers safe.

We will then ensure that the plan is shared with all team members and emphasize that there is an expectation that everyone is to follow the plan.

Ongoing Training. Once the plan is built and administered, we fully understand that training doesn't stop there. We stand firm in that ongoing training helps ingrain the safety culture into the minds of all employees.

We conduct an initial safety orientation for all employees, subcontractors and other project staff to fully review all expectations and safety requirements

including necessary evacuation procedures, and first aid plans. Workers are trained on how to complete the task correctly, and how to perform that task safely to protect themselves and others around them.

Speak Up & Hold Others Accountable. Every person on the job site knows that they should feel comfortable speaking up when they observe an unsafe working condition. Regardless of whether the worker is a construction worker, safety manager, construction labor etc., they have the ability to order work stopped if they feel that there is a safety issue that needs addressed. Our team emphasizes that all workers are responsible for keeping themselves and others around them safe.

Weekly Safety Meetings. The importance of safety starts with talking about it often. Daily safety inspections are routine with our field staff. Before the daily activities start, our superintendent reviews the work being done that day and discusses the hazards involved and the safety measures and controls that are in place if needed. After identification of the safety measures for daily activities there is a consistent review of any instances where workers may have not been following safety protocols and also including celebrating instances of where workers were observed working safely. Each employee is expected to review their PPE, tools and equipment before beginning daily activities to ensure everything is in good working order. Weekly "tool-box" talks occur to continue to reiterate safety measures and review of activities and adjusting plans for when there may have been an opportunity for improvement.

Inspect, Evaluate and Adjust. Site inspections are done daily. Equipment and tools are inspected to ensure all guards and safety controls are in place. Items like scaffolding and ladders are inspected to confirm good working order and safe to use. The site is clean and well-kept to avoid tripping hazards over tools and discarded materials.

As the project progresses our safety manager and field team evaluate the current safety plan and discuss what measures are working and what areas that may need to be addressed and any additional training needed. At that point the safety plan is adjusted as needed when work conditions may change.

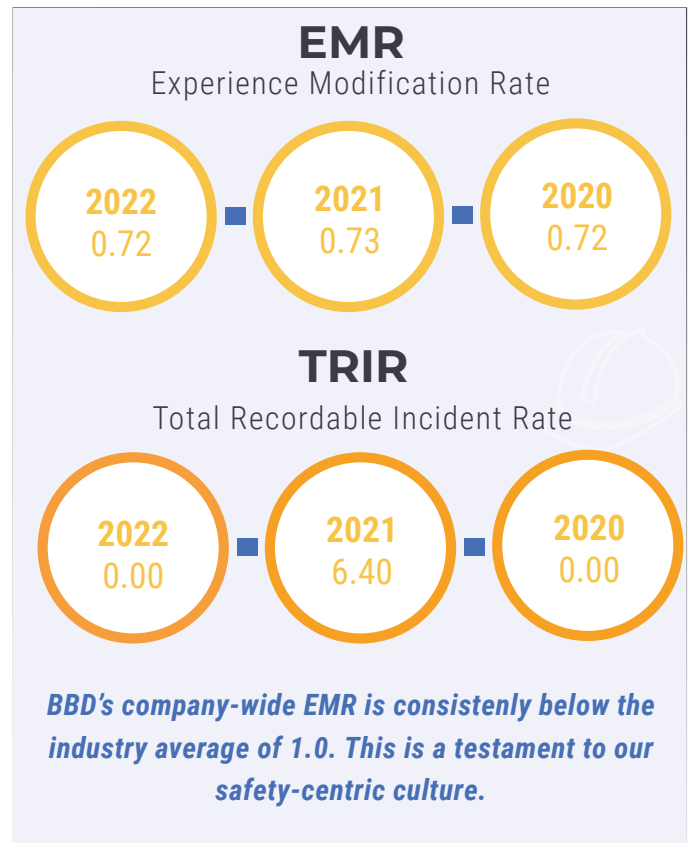
Some Of Our Key Components To Our Safety Plan Include.

- We exceed OSHA standards. This includes 100% tie-off for steel erection activities. We also require hard hats 100%, safety glasses, hi-visibility vests, and steel-toed boots.
- Every BBD project manager and field associate has OSHA 10 and/or 30-hour training.
- Each Trade Contractor is evaluated by our Safety Manager as part of our pre-qualification process. Contractors with an inadequate safety plan or poor records will be deemed unqualified, and not considered.
- Our Safety Director will audit the project site periodically to ensure work is being completed in compliance with our Safety and Health Program, as well as conducting safety pre-starts for each critical job site activity.
- Substance-Free Workplace Policy: BBD is committed to providing a safe work environment and fostering the well-being and health of its employees. That commitment is jeopardized when any BBD employee or contractor's employee uses controlled substances or illegal drugs in the workplace. Therefore, we take this very seriously and any violators of the policy will be removed from the job-site and disciplined accordingly.
- Safety Recognition Program (SRP): We encourage our associates to go above and beyond when it comes to safety. Our program takes a proactive approach to preventing injuries, increases communication between field/office, encourages near miss reporting, and boosts our safety culture.

Our Commitment To Safety Includes The Following Fundamentals

- Strong emphasis on safety training
- Job Hazard Analysis of routine jobs, tasks, and processes.
- Site-Specific Training Orientation: this will inform the employees of site-specific hazards, emergency numbers, and evacuation procedures, as well as general safety regulations to be followed while on-site.
- Toolbox Talks performed weekly.
- Daily huddles with associates to review potential hazards and heighten safety awareness.
- Routine self-inspections: weekly documented site inspections are performed by each Project Superintendent with minimum weekly site audits conducted by the Safety Director.

- Pre-Installation Meetings: held with contractors prior to mobilization on site. The objective is to clearly communicate BBD's expectations and to coordinate activities.
- Job Safety Analysis held with the crew prior to the start of a work assignment or when conditions change that affect the safety of the work.
- Hazard Reporting System: All employees are required to report any and all hazards to their Superintendent immediately.
- Investigation of Accidents and Near-Misses: We investigate and determine the root cause of all incidents. Incident reports are shared with all employees following each investigation to create awareness and prevent future incidents.



DIVISION/SCOPE	SUBCONTRACTORS
Demo	Gorilla Demo
Concrete	CTF Construction
Masonry/ Stucco	Rise & Shine
Metal Fabrication	St. Thomas Steel
Casework	R&J Cabinetry
Insulation	Koala Insulation
Roofing	Advanced Roofing
Doors and Frames	Collins Door
OH Door	Spencer Brothers Garage Doors
Windows and Glass	Empire Glass
Framing and Gyp	Adobe Construction
Flooring	Cody Flooring
Painting	Kodiak Flooring
Operable Partition	Continental Partitions
Plumbing	Fisher Mechanical
HVAC	Pfeifer Mechanical
Electrical	Axis Electric
Communications	Axis Electric
Fire Alarm	Axis Electric
Earthwork	Martin & Sons
Paving	Martin Marietta

Our team follows a systematic approach to develop and maintain project schedules for Johnstown Police Department. The process involves several key steps and considerations to ensure efficient planning, coordination, and successful project execution. Below is a synopsis of how we create and manage construction schedules:

Project Initiation: We will initiate the process by gathering relevant information about project. This includes understanding the our clients objectives, reviewing project specifications, conducting site visits, and assessing any existing structures or infrastructure.

Scope Definition: We will collaborate with the client and design team to clearly define the project scope, identifying the specific renovations or additions required, as well as any associated constraints or limitations.

Task Identification: We will then break down the project scope into individual tasks and activities. Considering various aspects such as demolition, structural changes, plumbing, electrical work, HVAC installations, finishes, and any other components involved in the renovation or addition.

Task Sequencing: Once the tasks are identified, we will then determine the order in which they need to be performed. Some tasks may be sequential, meaning they must occur in a specific order, while others can be done simultaneously or in parallel.

Duration Estimation: We provide estimates the time required to complete each task. This estimation takes into account factors such as labor requirements, equipment availability, material delivery times, and any dependencies between tasks. We also take into consideration of the expertise of personnel, historical data, and industry standards to make accurate predictions.

Schedule Development: Using the task sequencing and duration estimates, we will then develop a detailed project schedule. This schedule typically includes start and end dates for each task, as well as any milestones or critical deadlines.

Resource Allocation: We will assess all necessary resources, including labor, equipment, and materials, for each task and aligns them with the project schedule and

ensure that resources are allocated optimally to meet project the specific requirements and timelines.

Schedule Optimization: We will collaborate and review the initial project schedule to identify potential bottlenecks, conflicts, or areas for improvement. There may be areas to where we will need to adjust task sequencing, reallocate resources, or consider alternative approaches to optimize the schedule and maximize efficiency.

Monitoring and Control: Once the project is underway, our superintendent and project manager will closely monitor the progress of each task and compare it against the planned schedule. We track milestones, identify any deviations or delays, and implement corrective actions as necessary. Regular communication and collaboration with the client, subcontractors, and suppliers are crucial during this phase.

Schedule Updates: As the project progresses, CJ, Levi and Scott will update the schedule to reflect any changes, such as unforeseen circumstances, design modifications, or variations in client requirements. They communicate the updated schedule to all stakeholders, ensuring everyone is informed and aligned with any revised timeline.

Project Completion: Upon completion we will evaluate the final project schedule against the actual duration and performance. This will allow a post-project review to identify lessons learned, strengths, and areas for improvement in future projects.

Short Term Duration Schedules: Our project superintendent Scott will utilize Procore project manage suite to track and monitor overall construction activities. These activities include RFI's, Observations, Daily Logs, and schedule management. He will utilize two and three week look aheads that are shared to all project teams through Procore. This allows for real time collaboration and effecient schedule management. During weekly meetings and OAC meetings, these will be discussed to proactively identify any schedule gaps and or areas of how we may be able to accelerate the schedule for early completion.

On the following page, we have provided an example of a three- week look ahead schedule for a project of similar size.

Gunnison CPW Service Center Lookahead 05/01/23 - 05/21/23 | 3 Weeks

			May 01 - May 07							May 08 - May 14							May 15 - May 21							May 22 - May 28							May 29 - Jun 04							Jun 05 - Jun 11							
ID	Task Name	Resource	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
			01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	01	02	03	04	05	06	07	08	09	10	11	
--	CONSTRUCTION																																												
--	Material Procurement																																												
--	Strom Water Utilities		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■		
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--	Louvers, Exhaust Fan...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
--	Transformer		■																																										
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--	Electrical panels and ...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Lighting		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Trench Drain		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Sand Oil Interceptor		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Window Blinds		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Signage		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Bathroom Partitions		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Jib Crane		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Wood Slat Ceiling		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Storfront Window Fra...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Glazing		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Hollow Metal Frames		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Hollow Metal Doors, ...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Millwork		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Wood Framing and Tr...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Structural Steel Fabri...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Masonry		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Rebar		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	Roof Panels and Spe...		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
--	CIVIL WORK																																												
--	Mobilize onsite		■	■	■																																								
--	Install SWMP Items					■	■	■	■	■																																			
--	Install BMPs					■	■																																						
--	Grub site									■	■	■																																	

Buildings By Design is committed to maintaining high-quality standards throughout its construction projects. Here are the details on how we administer our quality control program during construction, documents performance measures, and addresses quality issues:

Quality Control Procedures: We have established comprehensive quality control procedures that outline the specific steps and protocols to be followed during construction. These procedures cover various aspects such as material selection, construction techniques, safety protocols, inspections, and testing.

Pre-construction Planning: Before the construction phase begins, our Preconstruction Manager and Superintendents and Project Manager conduct thorough pre-construction planning processes. This includes a review of project specifications, design documents, and quality standards. The purpose is to identify potential quality risks, develop strategies to mitigate them, and establish performance measures to monitor quality throughout the project.

Training and Education: Ensuring that all personnel are well-trained and educated on the quality control procedures. Project managers, superintendents, subcontractors, and on-site workers receive appropriate training to understand their responsibilities in upholding quality standards.

Performance Measures and Documentation: We will implement performance measures to assess and document quality during the construction process. These measures include inspections, tests, and other quality assurance techniques. The results of inspections and tests are recorded in Procore so that we can create reports, logs, and other documentation as necessary. This creates a comprehensive record of quality performance that can be tracked and measured against.

Inspections and Audits: Regular inspections and audits are conducted by our field site personnel to monitor compliance with quality control procedures, building codes, and regulations. These inspections occur at different stages of construction to identify any potential quality issues or non-conformances.

Non-Conformance Management: If any quality issues or non-conformances are identified during inspections or audits; we will take immediate corrective actions. The non-conformance is documented, and a root cause analysis is conducted to determine the underlying reasons. Corrective measures are implemented to rectify the issue, and preventive actions are put in place to avoid similar issues in the future.

Continuous Improvement: Our team emphasizes continuous improvement in its quality control program. Feedback and lessons learned from previous projects, client input, and industry best practices are incorporated into the program to enhance quality performance over time. This ensures that the quality control program evolves and adapts to deliver even better results.

Client Communication: Its paramount to maintain open and transparent communication with our clients throughout the construction process. Clients are regularly updated on the progress of their projects and provided with reports and documentation related to quality inspections. Any identified quality issues are promptly communicated, along with the proposed corrective actions and timelines for resolution.

Our quality control program aims to ensure that construction projects meet or exceed the specified quality standards. By adhering to rigorous procedures, documenting performance measures, and promptly addressing quality issues, Buildings By Design strives to deliver high-quality buildings while meeting client expectations and industry regulations.

Confidential

Financials Enclosed

Buildings by Design, LLC

Balance Sheet
December 31, 2022 and 2021

ASSETS

	<u>2022</u>	<u>2021</u>
Current Assets		
Cash	\$ 2,294,930	\$ 341,710
Accounts Receivable		
Trade	4,511,136	5,619,844
Retention	1,792,202	1,475,316
Other	86,912	98,288
Employee	6,846	13,152
Employee Retention Credits	-	186,678
Total Accounts Receivable	<u>6,397,096</u>	<u>7,393,278</u>
Allowance for Doubtful Accounts	-	-
Accounts Receivable (Net)	<u>6,397,096</u>	<u>7,393,278</u>
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	195,946	267,996
Prepaid Expenses	<u>13,118</u>	<u>84,695</u>
Total Current Assets	<u>8,901,090</u>	<u>8,087,679</u>
Property and Equipment		
Equipment	481,155	487,597
Vehicles	902,107	874,240
Office Equipment and Furniture	109,516	99,498
Leasehold Improvements	<u>138,742</u>	<u>138,742</u>
Total Property and Equipment	<u>1,631,520</u>	<u>1,600,077</u>
Accumulated Depreciation	<u>(1,139,731)</u>	<u>(914,526)</u>
Total Property and Equipment (Net)	<u>491,789</u>	<u>685,551</u>
Other Assets		
Due From Related Party	-	118
Deposits	<u>5,000</u>	<u>5,000</u>
Total Other Assets	<u>5,000</u>	<u>5,118</u>
Total Assets	<u>\$ 9,397,879</u>	<u>\$ 8,778,348</u>

See accompanying notes and accountants' report

Buildings by Design, LLC

Balance Sheet December 31, 2022 and 2021

LIABILITIES AND MEMBER'S EQUITY

	<u>2022</u>	<u>2021</u>
Current Liabilities		
Accounts Payable	\$ 3,366,649	\$ 2,358,026
Payroll Taxes Payable	-	4,652
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	3,572,090	3,528,406
Other Accrued Liabilities	-	671
Notes Payable - Due within One Year	<u>113,640</u>	<u>617,449</u>
Total Current Liabilities	<u>7,052,379</u>	<u>6,509,204</u>
Long-Term Liabilities		
Note Payable - Member's	900,000	900,000
Notes Payable - Due after One Year	<u>137,234</u>	<u>250,903</u>
Total Long-Term Liabilities	<u>1,037,234</u>	<u>1,150,903</u>
Total Liabilities	8,089,613	7,660,107
Member's Equity	<u>1,308,266</u>	<u>1,118,241</u>
Total Liabilities and Member's Equity	<u>\$ 9,397,879</u>	<u>\$ 8,778,348</u>

See accompanying notes and accountants' report

Bonding Company:

Tim Mitchell
Trusted Advisors, LLC.
865 Willow Lake Dr.
Franktown, CO 80116
303-378-3316 | ttmitchell@trustedadvisors.agency



A Member of the Tokio Marine Group

February 20, 2023

To: Buildings by Design, LLC
515 Industrial Park Rd., Brush, CO 80723

Re: Bonding Letter

Buildings by Design is currently bonded by Philadelphia Indemnity Insurance Company, and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$304,546,000 assigned by the US Department of the Treasury.

We would favorably consider bonding individual projects of \$25,000,000 and an aggregate work program of \$50,000,000 for Buildings by Design.

We will consider specific requests for surety bonds based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Buildings by Design and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Drew Pollak

Drew Pollak
Philadelphia Indemnity Insurance Company
Surety Branch Manager
Attorney-In-Fact

Insurance:
 CRS Insurance Brokerage
 Nathan Fonseca,
 9780 S. Meridian Blvd. Ste 400
 Englewood, CO 80112
 303-996-7828 | nfonseca@crsdenver.com

Item #5.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 2/8/2023

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

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

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: Scott Anderson, CIC PHONE (A/C, No, Ext): 303-996-7833 E-MAIL ADDRESS: sanderson@crsdenver.com	FAX (A/C, No): 303-757-7719
	INSURER(S) AFFORDING COVERAGE	
INSURED Buildings By Design, LLC. 18163 County Road 26 Brush CO 80723	INSURER A: Pinnacle Assurance NAIC #: 41190	
	INSURER B: Employers Mutual Casualty Co. NAIC #: 21415	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 1014660676 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6X52392	2/10/2023	2/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6X52392	2/10/2023	2/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Broadened Pollution \$ Included
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		6X52392	2/10/2023	2/10/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4073732	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine Equipment/ACV/Special			6X52392	2/10/2023	2/10/2024	Rent/Leased Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Project: #5403209 - South Platte Renew Chemical Phosphorus PCL Construction Services, Inc., The Owner, The Architect and all directors, members, trustees, managers, partners, officers, employees, agents and representatives of any of the aforementioned are included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability with respect to operations of the named insured for the certificate holder as required by written contract. General Liability coverage is primary and non-contributory. Umbrella Liability follows form on the General Liability with respect to the additional insured.

CERTIFICATE HOLDER FOR INFORMATION ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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PROJECT NAME & LOCATION	CLIENT CONTACT
Hudson Police Department 50 South Beach St. Hudson, CO 80642	Town of Hudson Jennifer Woods 303-536-9311, jwoods@hudsoncolorado.org
Haxtun EMS Building and Police Department 101 N Colorado Ave, Haxtun, CO 8073	Town of Haxtun Ron Carpenter 970-774-6104
Brush Police Department 600 Edison Street Brush, CO 5074	Brush Police Department 561-267-1444



BUILDINGS BY DESIGN

PROPOSAL - POLICE DEPARTMENT

RENOVATION AND EXPANSION PROJECT CMAR

Buildings By Design
515 Industrial Park Rd.
Brush, CO 80723

T. (970) 842-5837
E. travis@buildingsbydesign.com
www.buildingsbydesign.com

BBD
BUILDINGS BY DESIGN
GENERAL CONTRACTORS



TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 21, 2023

SUBJECT: Chassis Equipment Purchase - Snowplow

ACTION PROPOSED: Consider an Accelerated Purchase of a Snowplow

ATTACHMENTS: 1. Chassis Purchase Proposal

PRESENTED BY: Jason Elkins, Public Works Director

AGENDA ITEM DESCRIPTION:

As part of the annual budget process staff prepares and presents a 10-year Capital Improvement Program to Council. The CIP provides a list of all capital projects, capital needs, and their estimated timing and costs. The CIP is a living document, and as such, it is reviewed and updated on a regular basis as market cost and availability change over time.

The current CIP was formulated based on the assumption that a lot of the impact that COVID has had on the market would be resolving by the middle/end of 2023. While we are seeing some things settle out, that assumption is not proving to be true for all items. The market for large equipment/vehicles is not normalizing as anticipated, making it necessary to review and when presented with an opportunity, shift the timing on purchases of capital items that have long lead times. Currently, large equipment/vehicles and vehicle conversions have extended delays that are averaging 18 to 24 months from the date of order.

The FY 2024 budget requests from Public Works includes a capital request for a tandem snowplow. As part of our due diligence in understanding the pricing, it has been presented from Transwest Truck that a 2024 Freightliner 108SD chassis is going to be available soon that was recently canceled by another municipality. Recognizing this as an opportunity to prevent the extended delays, Staff is requesting that Council consider authorizing this purchase at this time. Purchase of the chassis will take place this year at a cost of \$132,979. The chassis will then be outfitted with a stainless steel dump body, a tandem plow with a wing, and liquid spraying capabilities. Delivery of the plow truck would likely be completed at the end of February 2024.

This vehicle will be used for the purposes of snow removal on our streets and for operations and maintenance of our transportation network. Given the amount of snowfall last year and the challenges staff faced to keep the roads open, seizing this opportunity and expediting the acquisition of this snowplow is in the best interest of the Town. Also, with the addition of this new snowplow, the Town will be able to provide a higher level of service with the ability to apply a liquid pre-treatment to our transportation network. This operation will prevent snow and ice from bonding to the pavement, which provides better traction for automobiles and allows for easier removal of snow and ice from paved surfaces.

The snowplow total cost with outfitting is roughly \$416,000. This request is only to move forward with the purchase of the chassis at a cost of \$132,979 as shown in the attached quote.

LEGAL ADVICE:

Not applicable.

FINANCIAL ADVICE:

This purchase may require a budget amendment later in the year, as this item is unbudgeted in 2023.

RECOMMENDED ACTION: Approve the purchase of a 2024 Freightliner 108SD in the current year.

SUGGESTED MOTIONS:

For Approval: I move to purchase a 2024 Freightliner 108SD and authorize the Town Manager to execute the purchase invoice as appropriate and necessary to procure the tandem snowplow vehicle.

For Denial: I move to deny the purchase as presented.

Reviewed and Approved for Presentation,



Town Manager

Prepared for:
 ROBERT BROGDON
 STATE OF CO AND POLITICAL SUB
 DIV
 4201 E ARKANSAS AVE
 DENVER, CO 80222
 Phone: 303-365-7348

Prepared by:
 Will Schafer
 TRANSWEST TRUCK TRAILER RV
 20770 E 176 FRONTAGE ROAD
 BRIGHTON, CO 80603
 Phone: (303)289-3161

Item #6.

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-27D (EFF:MY24 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 006		
Vehicle Configuration		
108SD PLUS CONVENTIONAL CHASSIS	6,829	3,748
2024 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
NO 2008 CARB EMISSION CERTIFICATION		
NONE		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DRY BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER SD VOCATIONAL WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		



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Item #6.

Description	Weight Front	Weight Rear
EXPECTED REAR DRIVE AXLE(S) LOAD : 36000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 56000.0 lbs		

Truck Service

ROLL OFF/ROLL ON BODY
 STELLAR INDUSTRIES
 EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE
 FRAME "XX" INCHES : 32.0 in

Engine

CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM,
 1250 LB-FT @ 1200 RPM

Electronic Parameters

74 MPH ROAD SPEED LIMIT
 CRUISE CONTROL SPEED LIMIT SAME AS ROAD
 SPEED LIMIT
 PTO MODE BRAKE OVERRIDE - SERVICE
 BRAKE APPLIED
 FUEL DOSING OF AFTERTREATMENT ENABLED
 IN PTO MODE-CLEANS HYDROCARBONS AT
 HIGH TEMPERATURES ONLY
 AUTOMATIC MAINTENANCE MONITOR WITH
 ALERT AT 5% OF INTERVAL REMAINING
 REGEN INHIBIT SPEED THRESHOLD - 0 MPH

Engine Equipment

2010 EPA/CARB/GHG21 CONFIGURATION
 STANDARD OIL PAN
 ENGINE MOUNTED OIL CHECK AND FILL
 SIDE OF HOOD AIR INTAKE WITH DONALDSON
 HIGH CAPACITY AIR CLEANER WITH SAFETY
 ELEMENT, FIREWALL MOUNTED
 DR 12V 160 AMP 36-SI BRUSHLESS
 QUADRAMOUNT PAD ALTERNATOR WITH
 REMOTE BATTERY VOLT SENSE
 (2) DTNA GENUINE, FLOODED STARTING, MIN
 2000CCA, 370RC, THREADED STUD BATTERIES
 BATTERY BOX FRAME MOUNTED
 STANDARD BATTERY JUMPERS
 SINGLE BATTERY BOX FRAME MOUNTED LH
 SIDE BACK OF CAB
 WIRE GROUND RETURN FOR BATTERY CABLES
 WITH ADDITIONAL FRAME GROUND RETURN

10



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Prepared by:
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Item #6.

Description	Weight Front	Weight Rear
NON-POLISHED BATTERY BOX COVER		
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS		
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
STANDARD CURVE BRIGHT UPPER STACK(S)		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
AIR POWERED ON/OFF ENGINE FAN CLUTCH		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1115 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		



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 BROGDON
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Prepared by:
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 Phone: (303)289-3161

Item #6.

Description	Weight Front	Weight Rear
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
GATES POWERGRIP SHRINK BAND HOSE CLAMPS WHERE POSSIBLE		
RADIATOR DRAIN VALVE		
1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 2, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Prepared for:
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Prepared by:
 Will Schafer
 TRANSWEST TRUCK TRAILER RV
 20770 E I76 FRONTAGE ROAD
 BRIGHTON, CO 80803
 Phone: (303)289-3161

Item #6.

Description	Weight Front	Weight Rear
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10
NON-ASBESTOS FRONT BRAKE LINING	
CAST IRON OUTBOARD FRONT BRAKE DRUMS	
FRONT OIL SEALS	
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
STANDARD SPINDLE NUTS FOR ALL AXLES	
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
STANDARD KING PIN BUSHINGS	
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130
POWER STEERING PUMP	
4 QUART POWER STEERING RESERVOIR	
OIL/AIR POWER STEERING COOLER	



Prepared for:
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Item #6.

Description	Weight Front	Weight Rear
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
20,000# FLAT LEAF FRONT SUSPENSION	310	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
AUXILIARY AIR SPRING ON RIGHT SIDE FOR PLOW APPLICATIONS	25	
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE		2,530
5.29 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING		40
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20
MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
INDICATOR LIGHT AND BUZZER FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH PR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CAST IRON OUTBOARD REAR BRAKE DRUMS		-20
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		



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Item #6.

Description	Weight Front	Weight Rear
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE STANDARD REAR AXLE BREATHER(S)		
Rear Suspension		
TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION		470
9.5 INCH NOMINAL RIDE HEIGHT (460MM GLOBAL REFERENCE HEIGHT)		
AXLE CLAMPING GROUP		
55 INCH AXLE SPACING		
FORE/AFT AND TRANSVERSE CONTROL RODS		
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		40
Brake System		
WABCO 4S/4M ABS WITH TRACTION CONTROL WITH ATC SHUT OFF SWITCH		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
PULL CABLES ON ALL AIR RESERVOIR(S)		
Trailer Connections		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		



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Item #6.

Description	Weight Front	Weight Rear
Wheelbase & Frame		
5075MM (200 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	380	130
1575MM (62 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
24 INCH INTEGRAL FRONT FRAME EXTENSION CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 134.25 in	140	-20
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 131.25 in		
CALC'D FRAME LENGTH - OVERALL : 326.96 in		
CALCULATED FRAME SPACE LH SIDE : 45.79 in		
CALCULATED FRAME SPACE RH SIDE : 182.86 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
14 INCH PAINTED STEEL BUMPER		
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
EXTERIOR HARNESES WRAPPED IN ABRASION TAPE		
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks		
80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
25 INCH DIAMETER FUEL TANK(S)		



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Item #6.

	Description	Weight Front	Weight Rear
	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR, HAND PRIMER AND 12 VOLT PREHEATER" EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE	-5	
Tires			
	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		152
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS		104
Cab Exterior			
	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE FRONT FENDERS SET-BACK AXLE LH AND RH GRAB HANDLES BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		



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Description	Weight Front	Weight Rear
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
SINGLE ELECTRIC HORN		
DUAL HORN SHIELDS		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
RH AND LH 8 INCH HEATED STAINLESS STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
STANDARD SIDE/REAR REFLECTORS		
PARK BRAKE REMINDER WARNING SYSTEM		
COMPOSITE EXTERIOR SUN VISOR	10	
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS		
LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior

PROFESSIONAL TRIM PACKAGE



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Item #6.

Description	Weight Front	Weight Rear
MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"		
CARBON WITH BASE BLACK ACCENT		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
(1)DASH MOUNTED 12V POWER OUTLET		
(1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER		
FORWARD ROOF MOUNTED CONSOLE		
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
LH DOOR STORAGE POCKET		
DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
(2) CUP HOLDERS LH AND RH DASH		
M2/SD DASH		
5 LB. FIRE EXTINGUISHER	10	
FIRST AID KIT	2	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING WITH PRE-FILTER FOR OUTSIDE AIR INTAKE		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES AT SUPPLY LINES ONLY		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
PREMIUM LED CAB LIGHTING		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
LH AND RH ELECTRIC DOOR LOCKS		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	



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Item #6.

Description	Weight Front	Weight Rear
BASIC ISRINGHAUSEN HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
HIGH VISIBILITY ORANGE SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

ELECTRONIC ACCELERATOR CONTROL		
NO INSTRUMENT PANEL-DRIVER		
INTEGRATED UPPER & LOWER STORAGE PANELS		
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
ELECTRONIC AIR RESTRICTION INDICATOR DISPLAYED IN DRIVER DISPLAY		
87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		



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Item #6.

Description	Weight Front	Weight Rear
2 INCH ELECTRIC FUEL GAUGE		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH BLUNTCUTS		
DIGITAL DUAL REAR AXLE TEMPERATURE IN DRIVER DISPLAY WITH SENSOR SHIELDS		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
ELECTRIC ENGINE OIL PRESSURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
LEFTHAND OVERHEAD INSTRUMENT PANEL BLANK		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939		
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
POWER AND GROUND STUDS ON TOP OF DASH		
TOP OF DASH MOUNT CB RADIO PROVISION WITH PLATE AND STRAPS	2	
MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
IGNITION SWITCH CONTROLLED ENGINE STOP		
TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		



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Item #6.

Description	Weight Front	Weight Rear
HARDWIRE SWITCH #1, ON/OFF MOMENTARY, 20 AMPS IGNITION POWER		
HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER		
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY AND ARCTIC TYPE BLADES		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 SUNVISOR PAINTED SAME AS CAB COLOR A
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

Application Version 11.8.106
 Data Version PRL-27D.006
 JOHNSTOWN TANDEM
 L9



08/07/2023 4:14 PM

Page 14 of 17

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Item #6.

Description	Weight Front	Weight Rear
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8485 lbs	7302 lbs	15787 lbs
Total Weight ⁺	8485 lbs	7302 lbs	15787 lbs

Extended Warranty

TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
 COVERAGE \$750 CAP FEX APPLIES
 EXT CHASSIS ATS: STANDARD MODERATE/VOCATIONAL 7
 YEARS/150,000 MILES/241,500 KM EXTENDED COVERAGE. FEX
 APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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Item #6.

Q U O T A T I O N

108SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB- FT @ 1200 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	20,000# FLAT LEAF FRONT SUSPENSION 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 5075MM (200 INCH) WHEELBASE 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1575MM (62 INCH) REAR FRAME OVERHANG
---	--

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 132,349	\$	132,349
EXTENDED WARRANTY		\$ 955	\$	955
DEALER INSTALLED OPTIONS		\$ 0	\$	0
CUSTOMER PRICE BEFORE TAX		\$ 133,304	\$	133,304

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(325)	\$	(325)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
--------------------	----	-----	----	-----

BALANCE DUE		(LOCAL CURRENCY) \$ 132,979	\$	132,979
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



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Item #6.

QUOTATION DETAILS

EXTENDED WARRANTY			
TOWING: 2 YEARS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES	\$	460	\$ 460
EXT CHASSIS ATS: STANDARD MODERATE/VOCATIONAL 7 YEARS/150,000 MILES/241,500 KM EXTENDED COVERAGE. FEX APPLIES	\$	495	\$ 495

Daimler Truck Financial

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** RFP Award for Johnstown Annual Pavement Rehab Program, Phase I
- ACTION PROPOSED:** Approval of a Contract with McAtee Construction Company for Phase I of the 2023 Pavement Maintenance Program
- ATTACHMENTS:**
1. Maps Depicting Pavement Rehab Program Phase I Request for Proposals (RFP) Plus Additional Scope
 2. McAtee Proposal
 3. Professional Services Agreement Contract
- PRESENTED BY:** Jason Elkins, Public Works Director

AGENDA ITEM DESCRIPTION:

The Public Works Department (PWD) is continuing with the Pavement Maintenance Program for 2023 and will separate this work into two phases: Phase I and Phase II. For Phase I, PWD would like to mill and overlay three areas of roadways as described below and the project was publicly bid. The areas selected are based on the 2020 roadway condition study which graded the roads based on condition and are described below and the attached maps:

1. 25/34 area, including Thompson Parkway roundabout, sections of Ronald Reagan Boulevard, and Larimer Parkway.
2. WCR 13 (aka Colorado Boulevard) from the Great Western railroad tracks south to WCR 46.
3. WCR 15 (aka Telep Avenue) from Highway 60 south to the Great Western railroad tracks.

Phase II of the 2023 PMP will be for asphalt patching. Staff intends to award Phase II in September and Staff will bring that contract to Council for consideration once the bid period has closed to recommend award to a contractor.

For Phase I, the Town issued an RFP and received 5 responses detailed below:

Contractor	Total Bid Price
All Pro Pavement	\$885,873.04
Asphalt Specialties Co.	\$738,750.50
Brannan Sand and Gravel Co.	\$851,760.85
Martin Marietta Materials	\$744,443.40
McAtee Construction Co.	\$642,208.55

The Community That Cares

johnstown.colorado.gov

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

After careful review of all responses, Staff recommends awarding the bid to McAtee Construction as the low bid.

As an additional scope in the Phase I project, Council may want to consider an additional allocation of approximately \$320,000. This would accommodate a 3” mill and overlay of High Plains Blvd. north of Highway 60 and up to the new construction section completed at the Revere Development. This would create a complete road section in good condition, complimenting the section north and the planned section south to Ledge Rock Commercial. The work would also include an allocation for a 3” overlay of the existing High Plains Blvd. (HPB) from Ronald Reagan Blvd. to Highway 34. As Council is aware, the Town intends to reroute this roadway to the east. Placing this interim improvement onto HPB would allow for the road to continue to operate effectively while we design and plan this construction. It would also eliminate the need for the Town to deploy our grader to this location for regular weekly maintenance. It is estimated the roadway improvements would be sufficient for about 3 years. Both additional scope maps are included in the attachments.

LEGAL ADVICE:

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

FINANCIAL ADVICE:

The funding for Phase I and Phase II is included in the 2023 Budget at a total amount of \$1.1 million.

RECOMMENDED ACTION: Staff recommends awarding the contract for the 2023 Pavement Maintenance Program, Phase I to McAtee Construction Company with the additional scope changes to High Plains Boulevard.

SUGGESTED MOTIONS:

For Approval: I move to approve the Phase I Pavement Maintenance Program as presented, authorize the Town Manager to execute the contract, and *[include or not include]* the addition of High Plains Boulevard provided quantities as bid are extended to this scope of work.

For Denial: I move to deny the Phase I Pavement Maintenance Program as presented.

Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

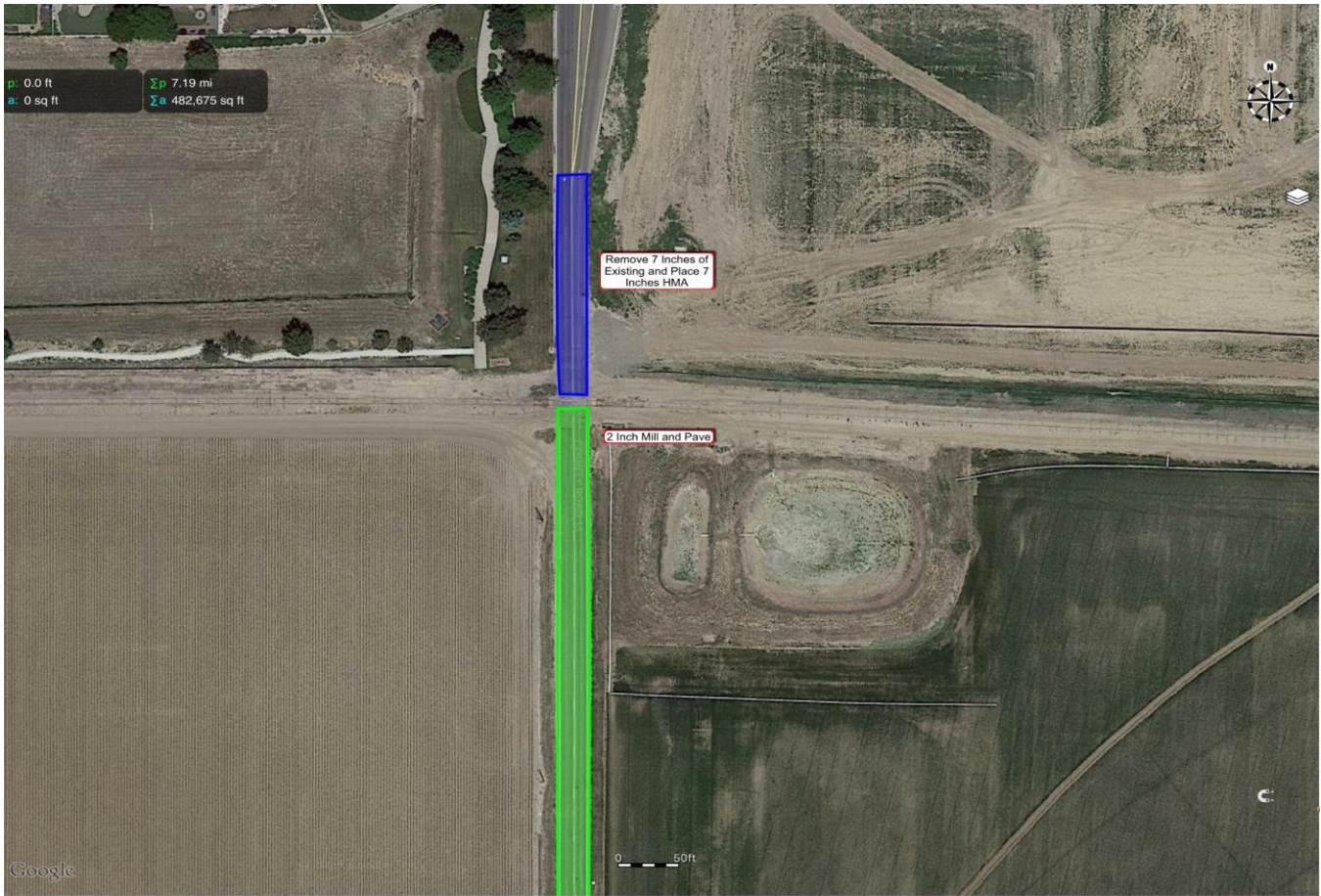
johnstown.colorado.gov

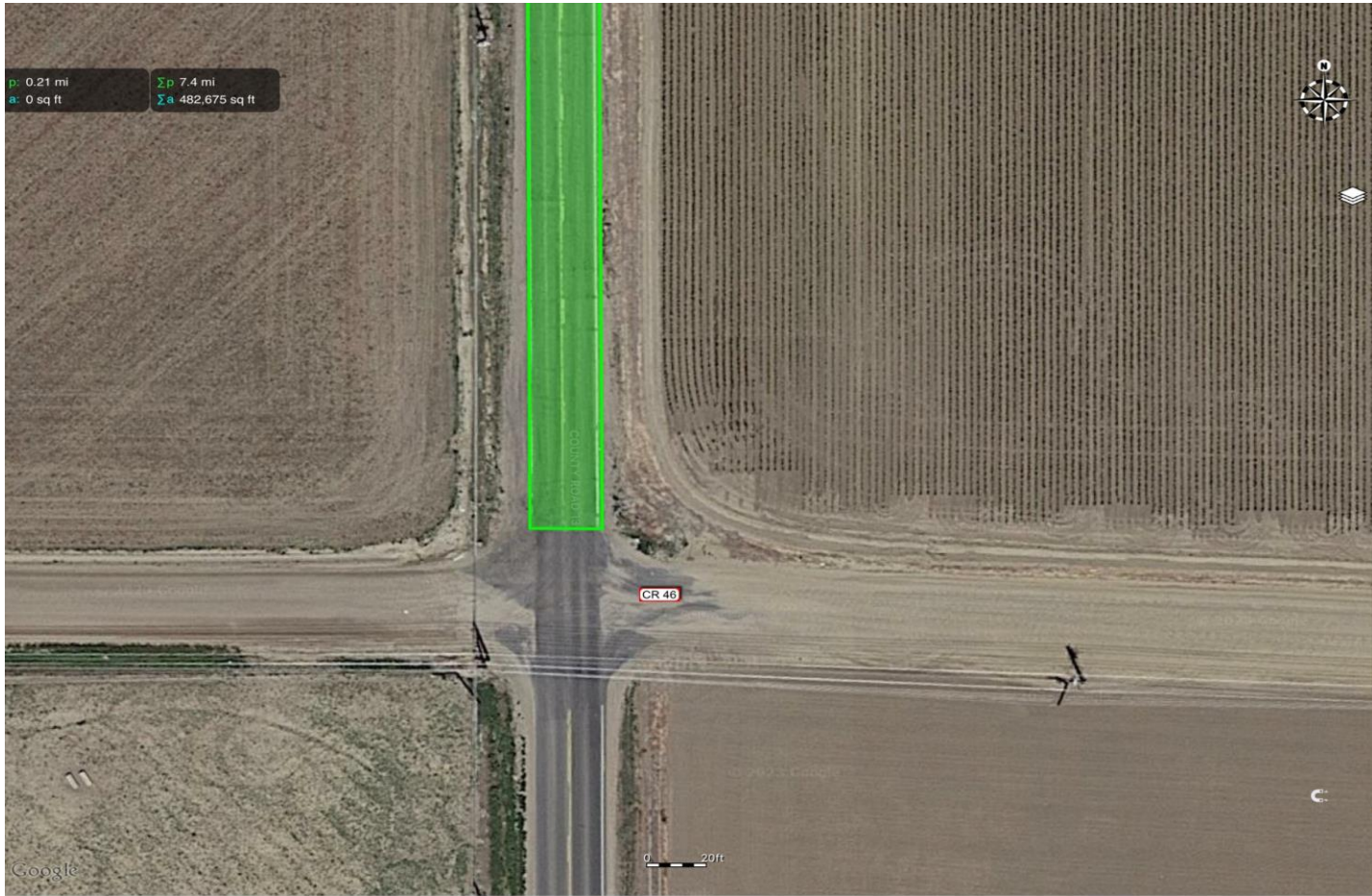
P: 970.587.4664 | 450 S. Parish Ave, Johnstown CO | F: 970.587.0141

Area 1 - 25 - 34				
Yellow 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		\$ -
Yellow Area - Removal of Asphalt Mat (Planing) (2")	SY	2,589		\$ -
Emulsified Asphalt	GAL	130		\$ -
Yellow Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	300		\$ -
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	13,580		\$ -
Emulsified Asphalt	GAL	679		\$ -
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,575		\$ -
Re-stripe to match existing layout with Epoxy	LS	1		\$ -
Traffic Control (Roundabout full night closure 9PM - 5AM)	LS	1		\$ -
Traffic Control remainder of project	LS	1		\$ -
Area 1 - Total Bid				\$ -



Area 2 - CR 13				
Blue Area- Remove existing material to a depth of 7", Place and compact 5" (GR S) and 2" (GR SX). Green Area - Mill 2" from RR Tracks South to CR 46, Place 4" (GR SX 75 PG 64-22 w/fiber). Include 2" risers for valve box utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2)				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1		\$ -
Blue Area - Remove 7" existing material	SY	560		\$ -
Blue Area - HMA (S) (75) (PG 64-22)	Ton	155		\$ -
Blue Area - HMA w/fiber (SX)(75)(PG 64-22)	Ton	62		\$ -
Green Area - Removal of Asphalt Mat (Planing) (2") Haul millings to Town Site - CR 17 and CR 46 1/2	SY	7,549		\$ -
Emulsified Asphalt	GAL	377		\$ -
Green Area - Place 4" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,751		\$ -
Valve box risers	EA	8		\$ -
Re-stripe to match existing layout with Epoxy	LS	1		\$ -
Traffic Control (PH 1 - Full closure from RR tracks north and from RR tracks south to Roosevelt Pkwy. Phase 2 - Full closure from Roosevelt Pkwy south to CR 46.)	LS	1		\$ -
Area 2 - Total Bid				\$ -





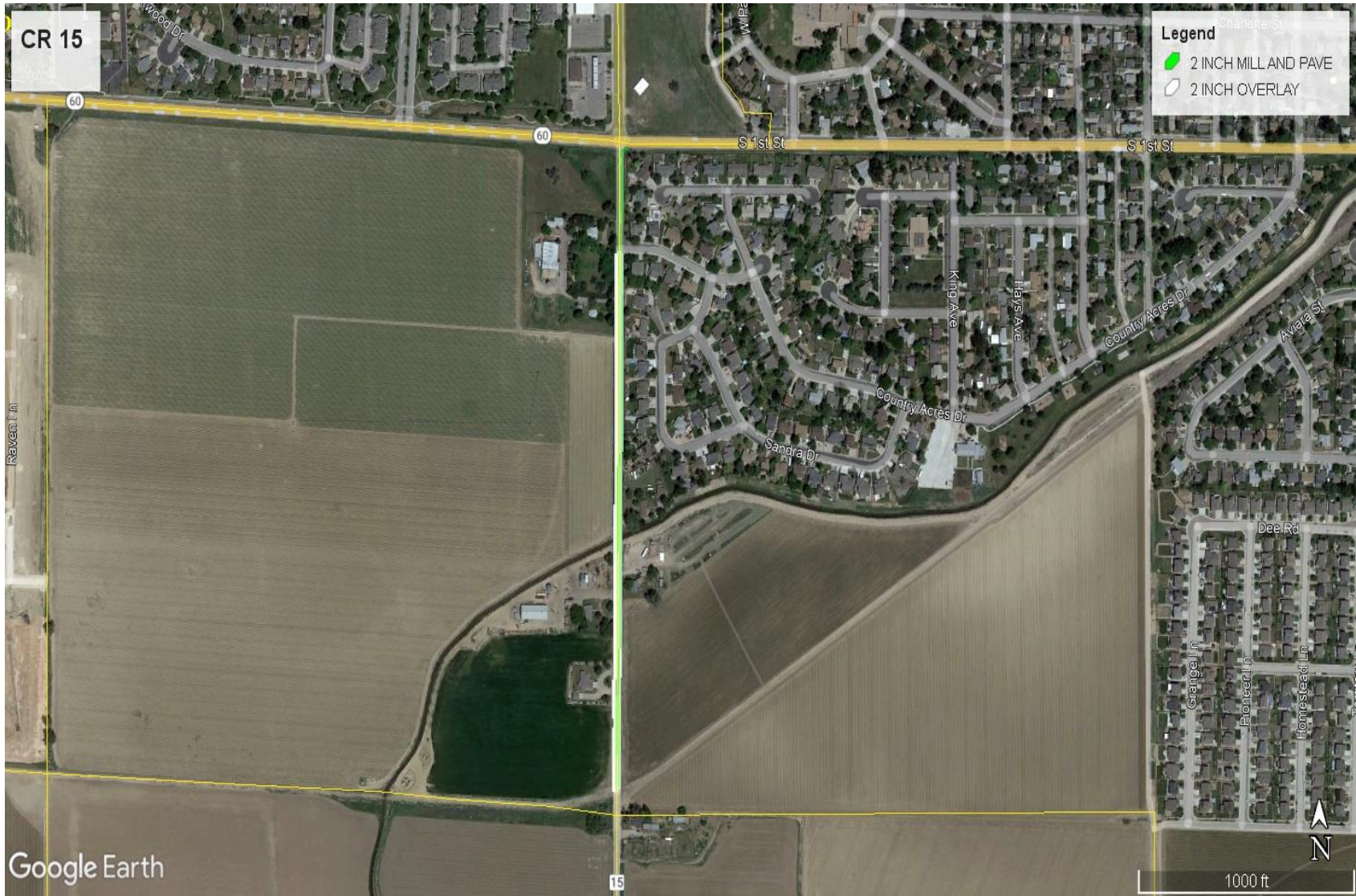


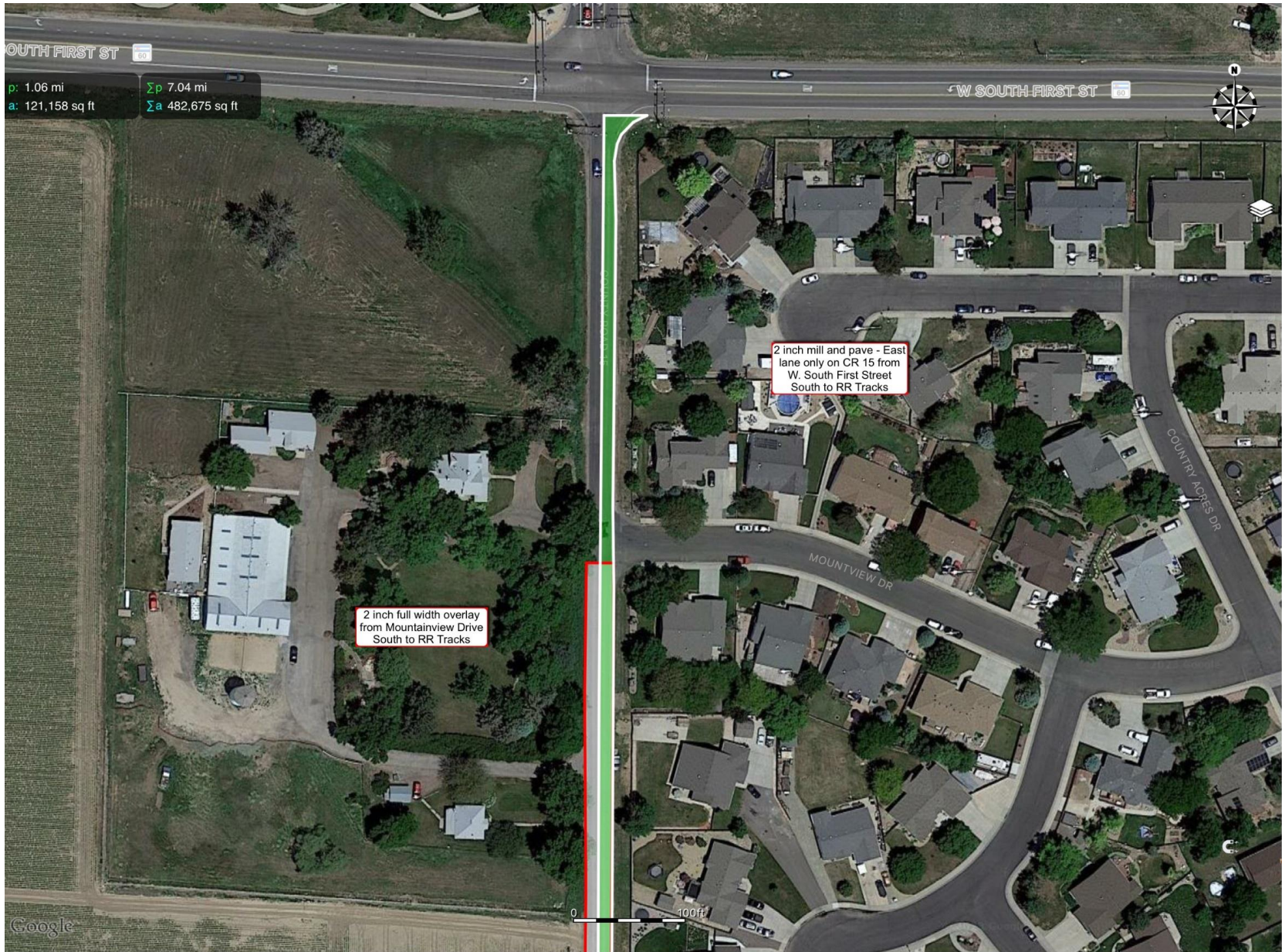
Area 3 - CR 15

Green Area - Mill 2" on East lane from W. South 1st Street to RR Tracks, Place 2" (GR SX 75 PG 64-22 w/fiber). White Area - Full Width Overlay 2" (GR SX 75 PG 64-22 w/fiber). Include 2" Risers for Valve Box Utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2). Striping to be completed by others.

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1		\$ -
Green Area - Removal of Asphalt Mat (Planing) (2") (East Lane) Haul millings to Town Site - CR 17 and CR 46 1/2	SY	3,256		\$ -
Emulsified Asphalt	GAL	163		\$ -
Green Area - 2" HMA (SX)(75)(PG 64-22) with fiber (East Lane)	Ton	378		\$ -
Emulsified Asphalt	GAL	276		\$ -
White Area (5525 SY) - 2" HMA (SX)(75)(PG 64-22) with fiber (Full width from Mountain View Drive)	Ton	641		\$ -
Traffic Control - 2 phases with full closure (North of Mountainview Drive to SH 60 and south of Mountain View Drive to RR tracks)	LS	1		\$ -

Area 3 - Total Bid	\$ -
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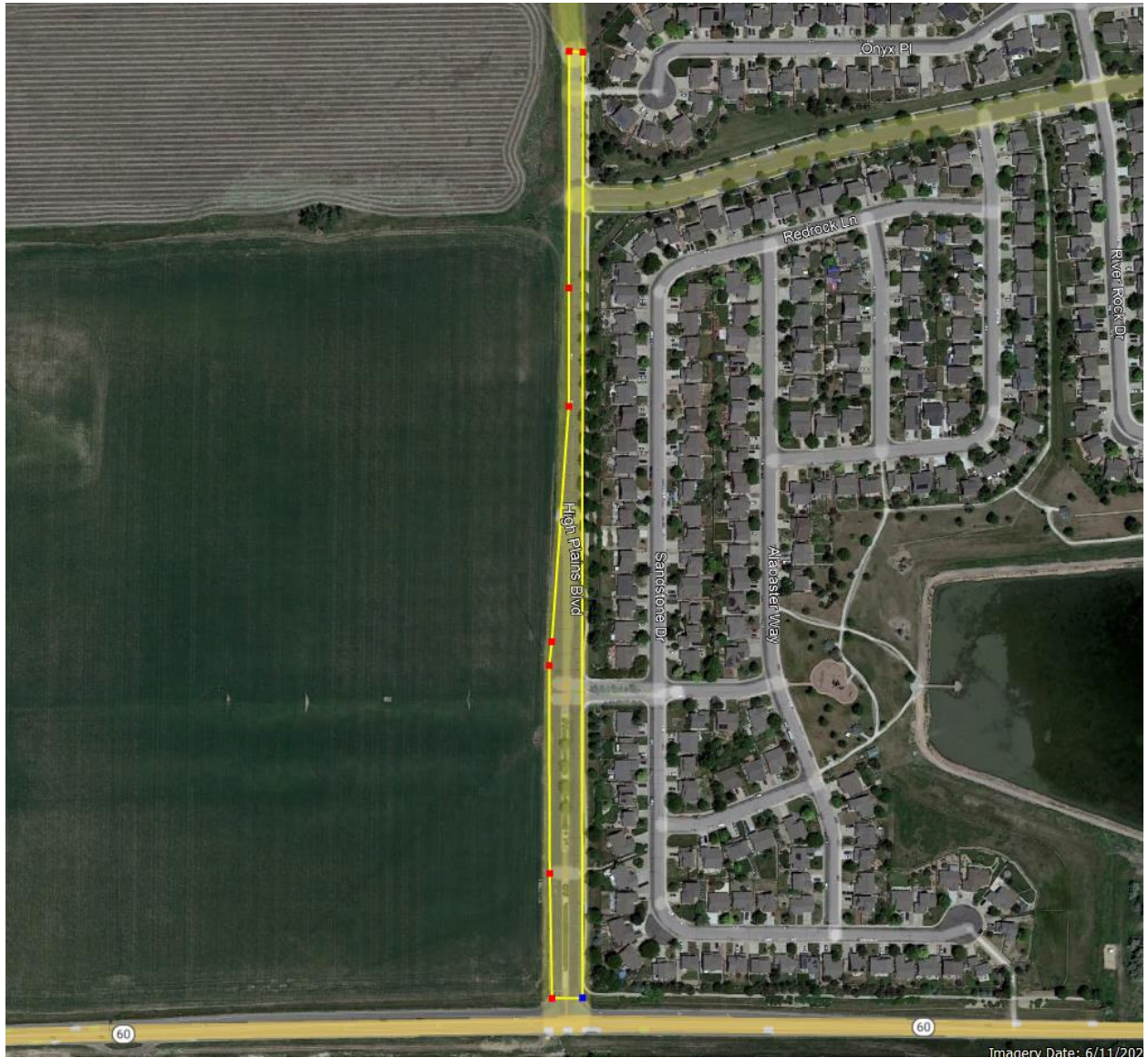








ADDITIONAL SCOPE OF WORK ALTERNATE
3" MILL and OVERLAY



ADDITIONAL SCOPE OF WORK ALTERNATE
3" OVERLAY



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

OWNER:

(Name, legal status and address)

Town of Johnstown
450 S. Parish Ave P.O. Box 609
Johnstown, CO 80534

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

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)

Johnstown Annual Pavement Rehab Program

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 10th day of August, 2023.



(Witness)

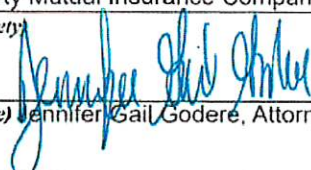


(Witness) Melvin Gillus

McAtee Construction Company
(Principal) _____ (Seal)

By: 
(Title) Area Manager

Liberty Mutual Insurance Company
(Surety) _____ (Seal)

By: 
(Title) Jennifer Gail Godere, Attorney-in-Fact



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

Certificate No: 8207373-985949

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")...

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

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 22nd day of February, 2022.



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 22nd day of February, 2022 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 herein 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 King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 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...

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...

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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 10th day of August, 2023.



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.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits.....	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense	27,953,643,316
*Other Bonds.....	18,862,255,155	Funds Held Under Reinsurance Treaties	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders.....	1,379,296
Real Estate	190,092,373	Additional Statutory Reserve	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets.....	\$69,850,735,943	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	\$69,850,735,943



* 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 state of 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, 2022, 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 2023.

T. Mikolajewski

Assistant Secretary



Telephone: +1 860-241-4424

Website: wtwco.com

E-mail: saykham.chanthasone@wtwco.com

August 10, 2023

Simon
Attn: Jeannette Zimmerman
6215 Clear Creek Pkwy
Cheyenne, WY 82007

RE: **Obligee: Town of Johnstown**
Bid Bond for: Johnstown Annual Pavement Rehab Program
Bid Date: 08/10/2023

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

Area 1 - 25 - 34					
Yellow 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	\$12,000.00	\$	12,000.00
Yellow Area - Removal of Asphalt Mat (Planing) (2")	SY	2,589	\$2.45	\$	6,343.05
Emulsified Asphalt	GAL	130	\$2.84	\$	369.20
Yellow Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	300	\$113.94	\$	34,182.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	13,580	\$1.62	\$	21,999.60
Emulsified Asphalt	GAL	679	\$2.82	\$	1,914.78
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,575	\$99.60	\$	156,870.00
Re-stripe to match existing layout with Epoxy	LS	1	\$29,250.00	\$	29,250.00
Traffic Control (Roundabout full night closure 9PM - 5AM)	LS	1	\$1,567.00	\$	1,567.00
Traffic Control remainder of project	LS	1	\$7,961.00	\$	7,961.00
Area 1 - Total Bid				\$	272,456.63

Area 2 - CR 13				
Blue Area- Remove existing material to a depth of 7", Place and compact 5" (GR S) and 2" (GR SX). Green Area - Mill 2" from RR Tracks South to CR 46, Place 4" (GR SX 75 PG 64-22 w/fiber). Include 2" risers for valve box utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2)				
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00
Blue Area - Remove 7" existing material	SY	560	\$ 5.16	\$ 2,889.60
Blue Area - HMA (S) (75) (PG 64-22)	Ton	155	\$ 111.62	\$ 17,301.10
Blue Area - HMA w/fiber (SX)(75)(PG 64- 22)	Ton	62	\$ 123.74	\$ 7,671.88
Green Area - Removal of Asphalt Mat (Planing) (2") Haul millings to Town Site - CR 17 and CR 46 1/2	SY	7,549	\$ 1.02	\$ 7,699.98
Emulsified Asphalt	GAL	377	\$ 2.82	\$ 1,063.14
Green Area - Place 4" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,751	\$ 102.90	\$ 180,177.90
Valve box risers	EA	8	\$ 234.57	\$ 1,876.56
Re-stripe to match existing layout with Epoxy	LS	1	\$ 14,000.00	\$ 14,000.00
Traffic Control (PH 1 - Full closure from RR tracks north and from RR tracks south to Roosevelt Pkwy. Phase 2 - Full closure from Roosevelt Pkwy south to CR 46.)	LS	1	\$ 9,913.00	\$ 9,913.00
Area 2 - Total Bid			\$	250,593.16

Area 3 - CR 15					
Green Area - Mill 2" on East lane from W. South 1st Street to RR Tracks, Place 2" (GR SX 75 PG 64-22 w/fiber). White Area - Full Width Overlay 2" (GR SX 75 PG 64-22 w/fiber). Include 2" Risers for Valve Box Utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2). Striping to be completed by others.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00	
Green Area - Removal of Asphalt Mat (Planing) (2") (East Lane) Haul millings to Town Site - CR 17 and CR 46 1/2	SY	3,256	\$ 1.10	\$ 3,581.60	
Emulsified Asphalt	GAL	163	\$ 2.83	\$ 461.29	
Green Area - 2" HMA (SX)(75)(PG 64-22) with fiber (East Lane)	Ton	378	\$ 101.44	\$ 38,344.32	
Emulsified Asphalt	GAL	276	\$ 2.84	\$ 783.84	
White Area (5525 SY) - 2" HMA (SX)(75)(PG 64-22) with fiber (Full width from	Ton	641	\$ 102.31	\$ 65,580.71	
Traffic Control - 2 phases with full closure (North of Mountainview Drive to SH 60 and south of Mountain View	LS	1	\$ 4,407.00	\$ 4,407.00	
Area 3 - Total Bid				\$ 119,158.76	

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2023 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and McAtee Construction Company DBA Simon, a Colorado (“Contractor”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Contractor and Contractor desires to provide those services more fully described on Exhibit A, attached hereto and incorporated herein by reference (“Services”), to the Town; and

WHEREAS, the Parties wish to memorialize their contractual relationship.

AGREEMENT

NOW, THEREFORE, incorporating the foregoing Recitals herein and in consideration of the mutual promises, agreements, undertakings and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby mutually agree as follows:

SECTION 1: PARTIES

1.01 Town. The Town is a home-rule municipal corporation located in Johnstown, Colorado.

1.02 Contractor. Contractor is a private, independent business entity who will exercise discretion and judgment of an independent contractor in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

2.01 Services. Contractor agrees to perform the Services for the Town.

2.02 Compensation. In consideration of Contractor’s performance of the Services contemplated herein, the Town agrees to pay Contractor the compensation set forth on Exhibit A. Contractor shall submit detailed invoices reflecting the portion of the Services completed to the date of the invoice. The Town shall provide payment for Services to Contractor within thirty (30) days of receipt of the invoice. In its discretion, the Town may withhold payment for disputed portions of invoices on the condition that the Town provides written notice to Contractor of the dispute. Upon delivery of notice, the Town and Contractor shall promptly endeavor to resolve such dispute.

2.03 Expenses: Contractor shall not incur any expense or debt on behalf of the Town

without the Town's prior written authorization.

2.04 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through October 15, 2023, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Contractor Status. Contractor avers that it has the background, expertise and education to provide the Services. Contractor shall be responsible for the proper performance of the Services in accordance with the terms hereof. Contractor shall obtain the necessary permits, if any, and maintain all required licenses, including but not limited to a Town business license.

3.02 Schedule. Unless otherwise set forth in Exhibit A, Contractor shall provide the Services in accordance with the timeline requested by the Town.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future Town comprehensive or personal injury liability insurance policies. As a material term of this Agreement, Contractor agrees to maintain and keep in force during the term of this Agreement one or more policies of insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado in the following amounts:

1. Workers' compensation insurance as required by law;
2. Commercial general or business liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate;
3. Automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) for any one occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Contractor who utilizes an automobile in providing services to Town under this Agreement; and
4. Professional liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000.00) each claim and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.

B. Contractor shall procure and maintain the minimum insurance coverages

listed herein. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The Town shall have the right to request and receive a certified copy of any policy and any endorsement thereto. Except for workers compensation insurance, the Town shall be listed as an additional insured party on Contractor's insurance policies.

C. A certificate of insurance shall be completed by Contractor's insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and, upon request by the Town, shall be subject to review and approval by the Town. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. 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. The completed certificate of insurance shall be provided to the Town.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities, or failures to act, under this Agreement. Contractor agrees that it will at all times protect, defend, indemnify and hold harmless the Town, its elected officials, employees, agents, and their successors and assigns, from and against all liabilities, losses, claims, demands, actions and costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons arising from or resulting in any manner from the actions or failures to act of Contractor or any invitees, guests, agents, employees or subcontractors of Contractor, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Contractor. Notwithstanding the foregoing, if the Town terminates this Agreement for cause and determines that a notice period is not in the best interests of the Town, the Town may terminate this Agreement by providing written notice to Contractor effective immediately.

SECTION 6: INDEPENDENT CONTRACTOR

6.01 Independent Contractor. Contractor understands and agrees that Contractor is an independent contractor and not an employee of the Town. The Town shall not provide benefits of any kind to Contractor. The Town shall not be responsible for withholding any portion of Contractor's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THIS AGREEMENT.** As long as there is not a conflict of interest with the

Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

7.01 Notices. All notices required under this Agreement shall be in writing and shall be: 1) hand-delivered; 2) sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth; or 3) sent by electronic mail (“email”) return receipt or written acknowledgment requested and received. All notices by hand-delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. All notices by email shall be effective upon acknowledgment of receipt by the intended recipient. Either party, by notice to be given, may change the address to which future notices shall be sent.

TO THE TOWN:

Town of Johnstown
 Attn: Jason Elkins, Public Works Director
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: jelkins@johnstownco.gov

TO CONTRACTOR:

Contractor Name: McAtee Construction Company
 Contractor Address: 6215 Clear Creek Parkway
 Cheyenne, WY 82007

SECTION 8: MISCELLANEOUS

8.01 Time. Time is of the essence of this Agreement and of each covenant hereof.

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, the 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.

8.03 Laws and Regulations. In the conduct of the Services, Contractor shall comply with all applicable laws, rules and regulations, and the directives or instructions issued by the Town or its designated representatives.

8.04 Assignment; Third Party Rights. Contractor may not assign, delegate or subcontract any part of its rights, duties or obligations under this Agreement. The Parties do not intend to confer any benefit hereunder on any person or entity other than the Parties hereto.

8.05 Amendment. This Agreement may not be amended or modified except by a

subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

8.06 Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect, except that, in the event any state or federal governmental agency or court determines that the relationship between the Town and Contractor is one of employment rather than independent contractor, this Agreement shall become null and void in its entirety.

8.07 Waiver. No consent or waiver, express or implied, by the Town to or of any breach or default by Contractor in the performance by Contractor of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the Town. Failure on the part of the Town to complain of any act or failure to act or to declare Contractor in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the 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 from time to time, or otherwise available to the Town, its elected officials, employees or agents.

8.09 Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, State of Colorado.

8.10 Mediation. In the event of any dispute arising under this Agreement, except in the case of an action for injunctive relief, the Parties shall submit the matter to mediation prior to commencing legal action and shall share equally in the cost of the mediation.

8.11 Costs and Attorney's Fees. If any judicial proceedings may hereafter be brought to enforce any of the provisions of 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.

8.12 Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the Town and Contractor and supersede all prior negotiations, representations and agreements, whether written or oral.

8.13 Public Official Personal Liability. Nothing herein shall be construed as creating any personal liability on the part of any elected official, employee or agent of the Town.

8.14 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.

8.15 Controlling Document. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control.

8.16 Headings. The headings in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit or prescribe the scope or intent of this Agreement or any part thereof.

8.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

8.18 Data Security. If Contractor has access to personal identifying information during the term of this Agreement, Contractor shall, pursuant to Section 24-73-101, *et seq.*, C.R.S., destroy all paper and electronic documents containing such personal identifying information within six months of termination of this Agreement, unless otherwise required by law. During the term of this Agreement, Contractor shall implement and maintain reasonable security procedures that are appropriate to the nature of the personal identifying information disclosed or maintained and that are reasonably designed to help protect the information from unauthorized access, use, modification, disclosure or destruction. If Contractor discovers or is informed of a security breach, Contractor shall give the Town notice in the most expedient time and without unreasonable delay, no later than ten (10) calendar days after it is determined a security breach occurred. Contractor shall cooperate with the Town in the event of a security breach that compromises computerized data, if misuse of personal information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the security breach.

8.19 Right to Injunction. The Parties hereto acknowledge that the Services to be rendered by Contractor and the rights and privileges granted to the Town under the Agreement are of a special, unique, unusual and extraordinary character which gives them a peculiar value, the loss of which may not be reasonably or adequately compensated by damages in any action at law, and the breach by Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. Contractor agrees that the Town, in addition to other relief at law, shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Contractor.

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**EXHIBIT A
SERVICES**



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** Intergovernmental Agreement (IGA) for the Weld County Transit Program to Operate in the Town of Johnstown in Order to Provide Service for Residents of the Town
- ACTION PROPOSED:** Consider the Intergovernmental Agreement for the Weld County Transit Program to Provide Service for Residents of the Town of Johnstown
- ATTACHMENTS:**
1. Intergovernmental Agreement Between Weld County and the Town of Johnstown
 2. Professional Service Agreement Between Weld County and Via Mobility
- PRESENTED BY:** Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an Intergovernmental Agreement for the Weld County Transit Program to operate in the Town of Johnstown to provide service for residents of the Town. In May of 2022, the Town was presented with an opportunity for a partnership between Weld County and the Town of Johnstown to apply for MMOF (Multimodal Transportation and Mitigations Options Fund) grant funds. Prior to this application and opportunity, there was a pilot program that indicated there was a need in the community, based on the fact that the Town had the highest ridership of all the pilot participants.

The MMOF grant was approved in 2022 and services commenced effective August 1, 2023. The grant will provide on demand transit services to residents of the Town of Johnstown, Town of LaSalle, and unincorporated Weld County. The transit service will be provided by Via Mobility for residents aged 55 and better, operating Monday – Friday from 8:00 am – 4:30 pm, with 40 hours weekly of “in-service” time. The IGA presented identifies the Town’s financial obligations to total \$48,473.40. The structure of the Town’s payments is such that we will pay 50% during FY2023 and the second amount will be billed by Weld County in January of 2024. The MMOF grant funds are expected to run for a term of two years. It is not exactly clear at this time what that two-year period expires since we are not the direct recipients

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of the grant. Consequently, the IGA presented for approval considers that if all funds are not expended, that the outstanding amount not expended will be refunded back to the Town on a prorated basis.

LEGAL ADVICE:

The Town Attorney has reviewed and amended the IGA as presented.

FINANCIAL ADVICE:

Total financial outlay is \$48,473.40 and this will be split equally between FY2023 and FY2024.

RECOMMENDED ACTION: Staff recommends approval of the IGA between Weld County and the Town of Johnstown.

SUGGESTED MOTIONS:

For Approval: I move to approve the Intergovernmental Agreement for the Weld County On-Demand Transit Program to Operate in the Town of Johnstown in Order to Provide Service for Residents of the Town.

For Denial: I move to deny the Intergovernmental Agreement for the Weld County On-Demand Transit Program to Operate in the Town of Johnstown in Order to Provide Service for Residents of the Town.

Reviewed and Approved for Presentation,



Town Manager

INTERGOVERNMENTAL AGREEMENT FOR THE WELD COUNTY ON-DEMAND
TRANSIT PROGRAM TO OPERATE IN THE TOWN OF JOHNSTOWN IN ORDER TO
PROVIDE SERVICE FOR RESIDENTS OF THE TOWN

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2023, by and between the Town of Johnstown, a municipality of the State of Colorado, whose address is 450 S. Parish Ave, Johnstown, Colorado 80534, hereinafter referred to as “Town of Johnstown” or “Johnstown,” and the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of the County of Weld, whose address is 1150 O Street, P.O. Box 758, Greeley, Colorado 80632, hereinafter referred to as “County.” The parties hereto may also be referred to herein collectively as “the Parties.”

WITNESSETH:

RECITALS

WHEREAS, by Resolution dated August 9, 2022, the North Front Range Metropolitan Planning Organization (NFRMPO) Planning Council awarded Weld County Multimodal Transportation and Mitigation Options Funds (MMOF) vetted through the Colorado Department of Transportation (CDOT), for VIA Mobility to operate an on-demand transit service, and

WHEREAS, on behalf of the NFRMPO, Weld County collectively contracts the transit bus in one contract to assist the Town of Johnstown, and

WHEREAS, Weld County has contracted services with Via Mobility for the operation of one bus being in operation for 50 hours per week, with 40 of the hours being in-service time, and

WHEREAS, Weld County will operate the service for two years, or until funding is depleted, and

WHEREAS, Weld County entered into an IGA with the Colorado Department of Transit and Rail which grants the County \$342,900 in MMOF funding for the on-demand transit program, and

WHEREAS, Weld County will contribute up to \$56,680.89 in local match for the on-demand transit program, and

WHEREAS, the local match for Johnstown is estimated to be \$48,473.40, which will be paid to Weld County as a reimbursement of the on-demand transit service.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants stated herein, the parties hereto agree as follows:

Weld County agrees as follows:

1. Weld County will oversee the on-demand transit program operated by Via Mobility. Via Mobility will operate on-demand transit service for individuals aged 60 and up, as well as individuals with a disability, in the service area, which includes the Town of Johnstown. Contractor will operate one bus, 50 hours per week, of which 40 hours per week will be “In service”. In Service Hours are weekdays 8:00 AM to 4:30 PM. Via Mobility will provide transportation services to destinations in the defined service area at no cost for the rider. Via Mobility will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq. shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. Via Mobility will maintain, adequate insurance at all times during the term of this Agreement.
2. Weld County will provide local match for the program up to \$56,680.89.

Johnstown agrees as follows:

1. Johnstown will provide a local match for their portion of the program upon being invoiced by Weld County. Local match is estimated to be \$48,473.40. Johnstown shall make the local match payment to Weld County as follows: (i) fifty-percent (50%) shall be paid within fifteen (15) days of receipt of an invoice from the County subsequent to execution of this Agreement and (ii) fifty-percent (50%) shall be due on or before January 31, 2024 subsequent to receipt of an invoice from the County. If the local match payment is not fully expended during the term of this Agreement, the County shall reimburse the payment to Johnstown on a pro-rata basis.

- I. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.

- II. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.

- III. MODIFICATION AND BREACH: This Agreement contains the entire agreement and understanding between the parties to this Agreement and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this ____ day of _____, 2023.

ATTEST:
Weld County Clerk to the Board

COUNTY OF WELD, a political
subdivision of the State of Colorado

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chairman
Board of County Commissioners
of the County of Weld

ATTEST:

TOWN OF Johnstown, a municipality
of the State of Colorado

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

**PROFESSIONAL SERVICES AGREEMENT BETWEEN WELD COUNTY AND
CONTRACTOR SERVICES FOR SERVICE IN THE NORTH FRONT RANGE
TRANSPORTATION PLANNING ORGANIZATION REGION**

This **PROFESSIONAL SERVICES AGREEMENT (AGREEMENT)** is made as of July 24, 2023, by and between the County of Weld, a political subdivision of the State of Colorado, by and through the Board of County Commissioners of Weld County, whose address is P.O. Box 758, 1150 O Street, Greeley, CO (“County”), and Via Mobility, a non-profit, whose address is 2855 N. 63rd Street, Boulder, CO 80301 (“Contractor”). The County and Contractor may be referred to herein collectively as “the Parties.”

WITNESSETH:

WHEREAS, County desires to retain Contractor as an independent contractor to perform services as more particularly set forth below, and

WHEREAS, Contractor has the time available to timely perform the services, and is willing to perform the services according to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Engagement of Contractor.** County hereby retains Contractor, and Contractor hereby accepts engagement by County upon the terms and conditions set forth in this Agreement.
2. **Term.** The term of this Agreement shall be from the day of execution of this Agreement to and until until December 31, 2024, or sooner if funding is expended. This Agreement may be extended through written consent of the Parties.
3. **Services to be Performed.** Contractor will operate on-demand transit service for individuals 60 years of age or older, and/or persons with disability, in the service area, which is shown on the attached Exhibit “A.” Contractor will operate in Johnstown municipal limits (in both Larimer County and Weld County) and unincorporated Weld County (in the defined service boundary shown in Exhibit “A”). Contractor will operate one bus, 50 hours per week, of which 40 hours per week will be “In service”. In Service Hours are weekdays 8:00 AM to 4:30 PM. Contractor will provide transportation services to destinations in the defined service area at no cost for the rider. Contractor will provide transportation services to persons with disabilities, in accordance with Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq. shall ensure that it will comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, FTA guidance, and any other federal, state, and/or local laws, rules and/or regulations. Contractor will provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Contractor shall agree to produce and maintain documentation that supports compliance with the Americans with Disabilities Act to County upon request. Contractor shall obtain and maintain, adequate insurance at all times during the term of this Agreement.

4. **Compensation.** County will compensate Contractor at \$90.00 per hour for the bus, up to 50 hours per week. Total program budget is not to exceed \$457,200.00. County will work with the Contractor to gather any information needed to comply with required federal reporting by Contractor. County will adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.475; FTA C 5010.1E Chapter VI: Financial Management; Master Agreement, Section 6 “Non-Federal Share;” and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously, shall also be considered. County will only allow payment to Contractor for eligible expenses that are incurred within the period of performance of this agreement.
5. **Additional Work.** No additional work pursuant to this Agreement shall occur unless approved by the Parties.
6. **Independent Contractor.** Contractor agrees that Contractor is an independent contractor and that neither Contractor nor Contractor’s agents or employees are, or shall be deemed to be, agents or employees of the County for any purpose. Contractor shall have no authorization, express or implied, to bind the County to any agreement, liability, or understanding. The parties agree that Contractor will not become an employee of County, nor is Contractor entitled to any employee benefits from County as a result of the execution of this Agreement.
7. **Reporting.** Contractor will invoice County on a monthly basis for reimbursement. Contractor will provide County a monthly report with all relevant ridership data. In addition to any reports required, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the County not later than twenty Business Days following the end of each calendar quarter. Contractor shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period of five years following the date of submission of the final expenditure report. Contractor will provide documentation for any SLFRF fund reporting requirements.
8. **Insurance.** Contractor shall maintain insurance and strictly adhere to the following insurance related requirements as follows:
 - a. **Commercial General Liability Insurance.** Contractor shall furnish to County a certificate of insurance for commercial general liability upon notification of award. The commercial general liability insurance policy shall, at a minimum, include coverage for property damage and bodily injury covering injuries to Contractor, Contractor’s employees, riders, general public, or volunteers, arising out of Contractor’s activities.

The comprehensive general liability insurance shall be in the following minimum amounts:

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000

Contractor’s comprehensive general liability insurance policy or certificate of insurance shall be issued to include Weld County, its Officers, Employees and Volunteers, as an additional named insureds and the policy or certificate of insurance shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the County by certified mail, return receipt requested. Contractor agrees that Contractor’s comprehensive general liability insurance shall be the primary coverage for any and all losses or injuries resulting from Contractor’s activities pursuant to this Agreement. Performance shall not commence under this Agreement until Contractor has submitted to the County and received approval thereof.

- b. Contractor agrees to maintain automobile liability insurance as required by Colorado State statutes for all automobiles associated with performance of the Contractor’s obligations under this Agreement. Where applicable, Contractor further agrees to maintain Workers’ Compensation Insurance as required by Colorado State statutes.
 - c. All insurers of Contractor must be licensed or approved to do business in the State of Colorado.
 - d. Any and all deductibles contained in any insurance policy referred to in this Agreement shall be assumed solely by, and at the sole risk, of Contractor.
 - e. At any time during the term of this Agreement, the County may require Contractor to provide proof of the insurance coverage or policies required herein. Upon failure of Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the County’s election, may be immediately declared suspended, discontinued, or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with any of the Contractor’s indemnification obligations.
9. **Termination.** Either party may terminate this Agreement at any time by providing the other party with a 60-day written notice thereof. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement. In the event of an early termination, Contractor shall be paid for work performed up to the time of notice and County shall be entitled the use of all material generated pursuant to this Agreement.
10. **Non-Assignment.** Contractor may not assign or transfer this Agreement, any interest therein or claim thereunder, without the prior written approval of County.

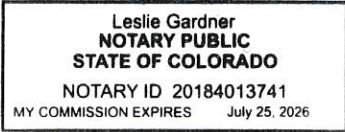
11. **Access to Records.** County shall have access to Contractor's financial records as they relate to this Agreement for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for at least five years after final payment hereunder.
12. **Time of Essence.** Time is of the essence in each and every provision of this Agreement.
13. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.
14. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be mailed or delivered to the other party at that party's address as stated above.
15. **Compliance.** This Agreement and the provision of services hereunder shall be subject to the laws of Colorado and be in accordance with the policies, procedures, and practices of County.
16. **Non-Exclusive Agreement.** This Agreement is non-exclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.
17. **Certification.** Contractor certifies that Contractor is not an illegal immigrant, and further, Contractor represents, warrants, and agrees that it has verified that Contractor does not employ any illegal aliens. If it is discovered that Contractor is an illegal immigrant, employs illegal aliens or subcontracts with illegal aliens, County can terminate this Agreement and Contractor may be held liable for damages.
18. **Entire Agreement/Modifications.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.
19. **Funding Contingency.** No portion of this Agreement shall be deemed to create an obligation on the part of County to expend funds not otherwise appropriated or budgeted for.
20. **No Conflict.** No employee of Contractor nor any member of Contractor's family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises Contractor's operations, or authorizes funding to Contractor.

21. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.
22. **Governmental Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess.
23. **No Third-Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
24. **Authority to Contract.** County and Contractor each represents that it has the full right and authority to enter into this Agreement.
25. **Governing Law.** This Agreement shall be governed by the laws of the State of Colorado and the rules and regulations issued pursuant thereto. Any provision included in this Agreement which conflicts with said laws, rules, and regulations shall be null and void; any provision of the Agreement rendered null and void by the operation of this provision shall not invalidate the remainder of the Agreement, to the extent capable of execution. Both Parties agree to comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices. Venue shall be in the County of Weld.
26. **Binding Arbitration.** The Parties do not agree to binding arbitration by any extra-judicial body or person to resolve any conflicts under this Agreement.
27. **No Partnership, Joint Venture or Employment Relationship.** Nothing in this Agreement shall be deemed to create a partnership, joint venture or employment relationship between Contractor and the County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written below.

CONTRACTOR:

VIA MOBILITY



By: [Signature]
Title: Chief Executive Officer

SUBSCRIBED AND SWORN to before me this 24 day of July, 2023.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: July 25, 2026

ATTEST:
CLERK TO THE BOARD

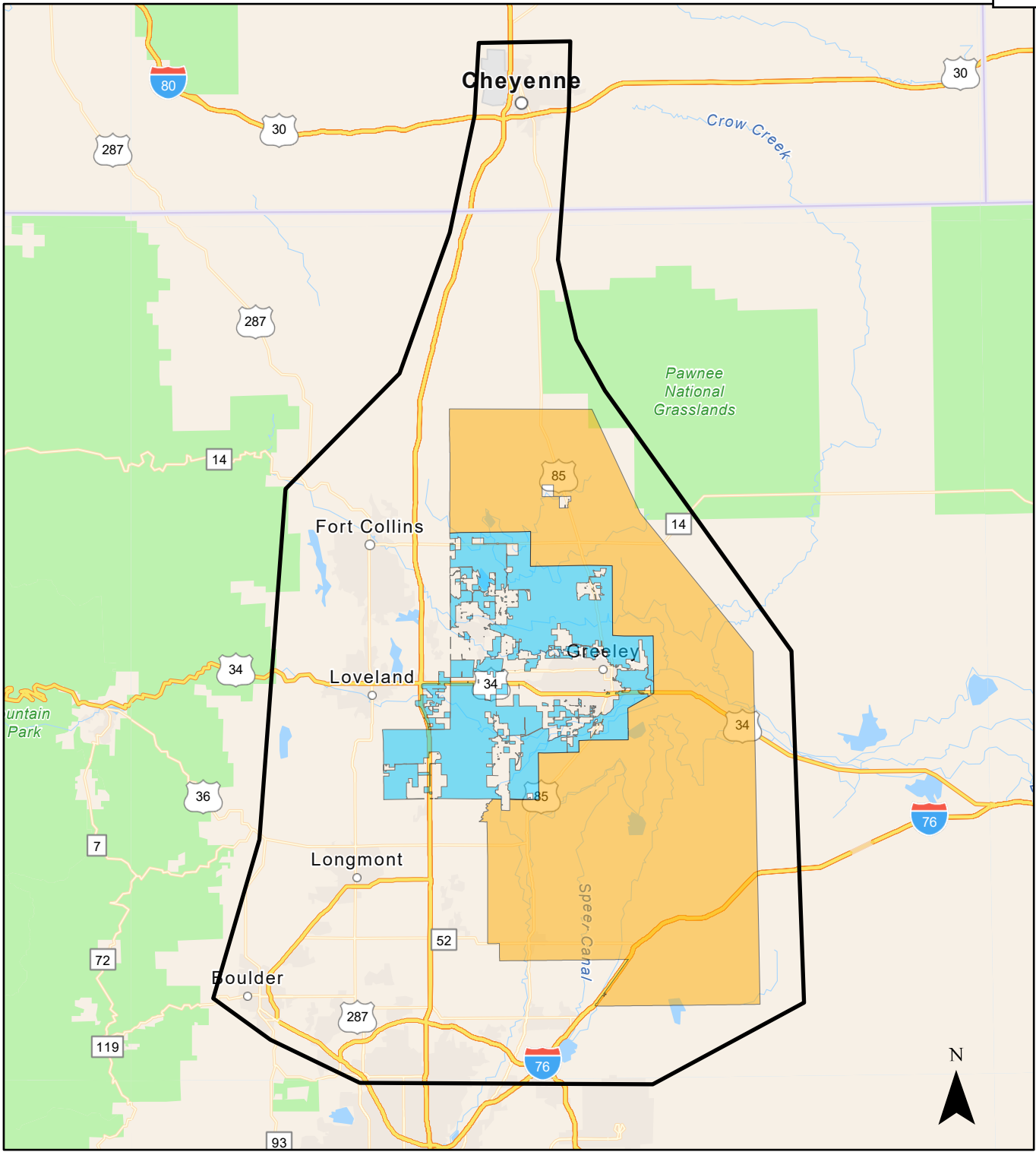
BOARD OF COUNTY
COMMISSIONERS OF WELD COUNTY

By: _____
Deputy Clerk to the Board

By: _____
Mike Freeman, Chair




Exhibit A

Item #8.



Weld County On-Demand Transit Service Service Area



-  UFRTPR Via
-  NFRMPO Via
-  Destination Boundary





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** Public Hearing - Resolution 2023-36 Approving the Final Subdivision Plat and Preliminary/Final Development Plan for The Row Townhomes at 2534
- ACTION PROPOSED:** Consider and Approve Resolution 2023-36 Approving the Final Subdivision Plat and Development Plan for The Row Townhomes at 2534 Subdivision
- ATTACHMENTS:**
1. Resolution 2023-36
 2. Vicinity Map
 3. Final Plat
 4. Final Development Plan
 5. Architectural Elevations
 6. PZC Staff Report (July 26, 2023)
 7. Staff Presentation
- PRESENTED BY:** Kim Meyer, Planning & Development Director
-

AGENDA ITEM DESCRIPTION:

The Developer, MNC Holdings, LLC (Aliversa Builders, LLC.) is requesting consideration of a combined Final Subdivision Plat and Final Development Plan (Attachments 3 & 4) encompassing 2.08 acres to create a townhome neighborhood in the 2534 area, south of Ronald Reagan Blvd. and west of Thompson Parkway (Attachment 2). Notably, the Cortland apartments are located directly to the north and west, the existing RISE Apartment development is located directly south, and Liberty Firearms Institute is located to the east.

The proposed Plat and Development Plan align with the 2534 design guidelines to promote a medium density neighborhood within easy walking distance to surrounding commercial services.

The proposed townhome community will create a residential townhome development consisting of 7 townhome buildings, composed of 3, 4, and 5-unit buildings, totaling 32 attached residential units. Each lot is approximately 1,254 square feet in area, with a typical width of 22 feet.

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The townhomes have front doors accessing a network of walks, open and landscaped area. Each dwelling unit will have an attached two car garage accessed from a private drive, in addition to four guest parking spaces on-site, and adjacent off-street parking on Exposition Dr. This subdivision includes two out lots (0.75 acres) for landscaping, open space, and pedestrian access. Additional detail on the development is provided in the attached PZC Staff Report (Attachment 6).

The Developer has provided architectural elevations of the three-story that comply with 2534 Design Guideline and are compatible with the surrounding 3 and 4 story apartment complexes (Attachment 5). Staff is satisfied with the building elevations and materials and feel that, as presented now, these elevations are in alignment with the guideline's intent, and substantial compliance with the overall design standards.

Staff has found the proposed plat and development plan to be in substantial conformance with Town codes, 2534 PUD regulations, and standard. All major infrastructure and roadways adjacent to the site exist. On a neighborhood level, it will activate and support the greater 2534 PUD, which is designed for a variety of complimentary land uses, including residential.

The Planning & Zoning Commission held a public hearing on July 26, 2023; no public comment was given. The Commission voted unanimously to recommend approval of the Final Subdivision Plat and Development Plan to the Town Council, based on the analysis and findings contained in the attached staff report (Attachment 6).

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff agrees with, a recommendation to Town Council to Approve Resolution 2023-36 Approving the Final Subdivision Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision.

SUGGESTED MOTIONS:

For Approval

Based on findings and analysis presented at this hearing, I move to approve Resolution 2023-36 approving the Final Subdivision Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision.

For Denial

Based on information presented in this hearing, I move to deny Resolution 2023-36.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-36**

APPROVING THE PRELIMINARY/FINAL PLAT AND FINAL DEVELOPMENT PLAN FOR THE ROW TOWNHOMES AT 2534 SUBDIVISION, REPLAT OF LOT 3, BLOCK 1, 2534 FILING NO. 2, SITUATED IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 45 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 2.084 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, MNC Holdings, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Final Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision, Being a Replat of Lot 3, Block 1 of 2534 Filing No. 2, located in the Northeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting of approximately 2.084 acres; and

WHEREAS, on July 26, 2023, the Planning and Zoning Commission held a hearing, reviewed the request and recommended that the Town Council approve the Final Plat and Final Development Plan; and

WHEREAS, on August 21, 2023, the Town Council held a public hearing concerning approval of the Final Plat and Final Development Plan and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Final Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision are consistent with 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, the Town Council desires to approve the Final Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision.

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 Row Townhomes at 2534 Subdivision, Being a Replat of Lot 2 Block 2, Block 4 and Outlot C of Mountain View West Subdivision Replat Amendment No. 1 and Tract A Block 3, 1st Replat of Block 1 Mountain View West Subdivision Replat, located in the Northeast Quarter of Section 14, Township 5 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Larimer, State of Colorado, and consisting

of approximately 2.084 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 Row Townhomes at 2534 Subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

Section 3. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat and thereafter record the Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of August, 2023.

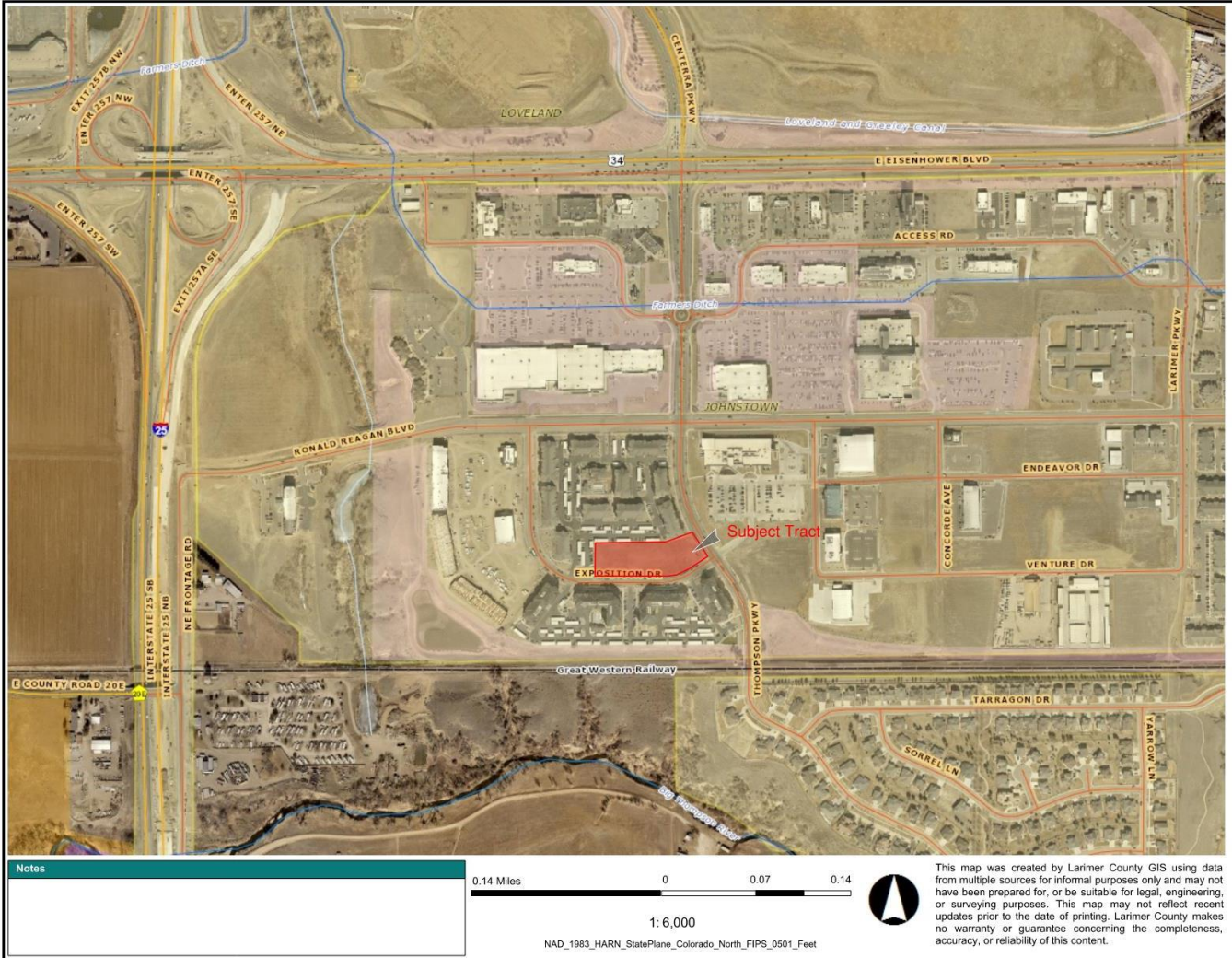
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

VICINITY MAP – THE ROW TOWNHOMES AT 2534



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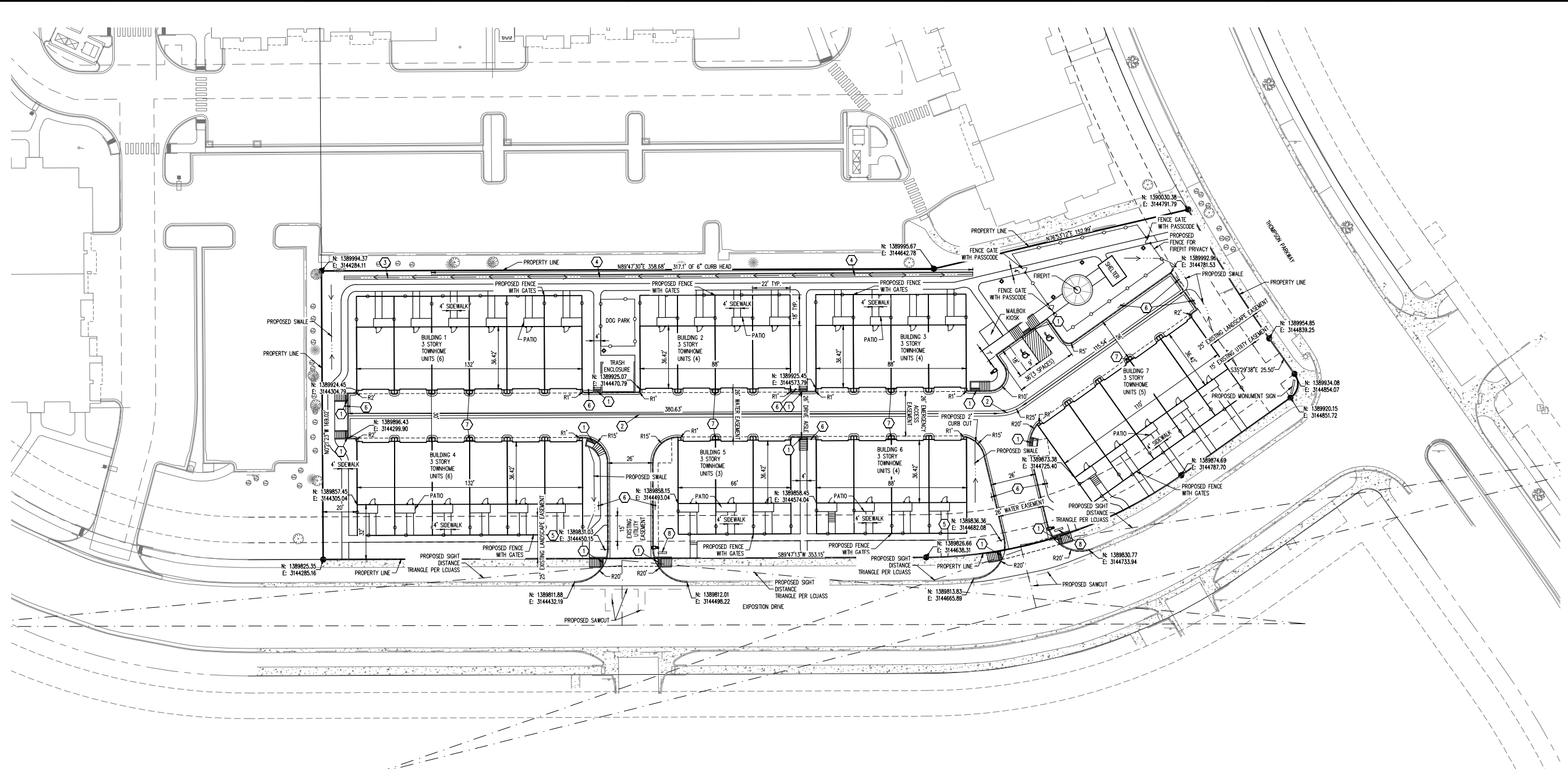
ALVERSA BUILDERS
THE ROW TOWNHOMES AT 2534
CONSTRUCTION, ENGINEERING, AND
SITE DEVELOPMENT PLANS

JOHNSTOWN, COLORADO

#	Date	Issue / Description	Init.

Project No: AB00001
Drawn By: APC
Checked By: KJP
Date: 05.12.23

HORIZONTAL CONTROL AND SITE PLAN



LEGEND

- PROPERTY BOUNDARY LINE
- ADJACENT PROPERTY BOUNDARY LINE
- RIGHT OF WAY BOUNDARY LINE
- ROAD CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- PROPOSED SWALE FLOWLINE
- SETBACK LINE
- EXISTING TO REMAIN
- PROPOSED NEW
- PROPOSED SAWCUT LINE
- PROPOSED FENCE
- EXISTING SIGN
- PROPOSED SIGN
- FLAG POLE
- ADA PARKING SYMBOL
- EXISTING ELECTRICAL PULL BOX
- EXISTING PAD MOUNTED TRANSFORMER
- EXISTING LIGHT POLE
- PROPOSED SITE LIGHTING
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM SEWER MANHOLE
- EXISTING WATER METER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT

LEGEND

- PROPOSED CURB AND GUTTER
- EXISTING CURB AND GUTTER
- ① HANDICAP RAMP WITH TRUNCATED DOME
- ② PROPOSED 3" TRICKLE PAN (SEE DETAIL SHEET C2.1)
- ③ PROPOSED 2" TRICKLE PAN (SEE DETAIL SHEET C2.1)
- ④ PROPOSED 2" TRICKLE PAN W/ 6" CURB (SEE DETAIL SHEET C2.1)
- ⑤ R1-1 STOP SIGN
- ⑥ "TIRE LANE NO PARKING" SIGN MOUNTED TO POST
- ⑦ "TIRE LANE NO PARKING" SIGN MOUNTED TO FACE OF BUILDING
- ⑧ ADDRESS MONUMENT SIGN - SIGN MUST SHOW ADDRESS RANGES FOR ALL UNITS AND ARROW SHOWING DIRECTION OF ADDRESSES

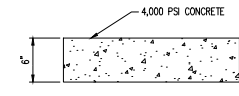
- NOTES**
- THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK BEFORE COMMENCING NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
 - REFER TO LANDSCAPE PLANS FOR STREET TREE INFORMATION, AND SURVEY DOCUMENTS FOR ADDITIONAL RIGHT-OF-WAY, EASEMENT AND ROADWAY CENTERLINE INFORMATION.
 - ALL DIMENSIONS REFERENCE FLOWLINE, BUILDING OR PROPERTY LINE UNLESS SPECIFIED OTHERWISE.
 - FOR ALL CATCH AND SPILL CURB INFORMATION AND TRANSITIONS, SEE GRADING PLANS C3.0.
 - ALL STRIPING AND PAVEMENT MARKINGS SHALL COMPLY WITH THE MUTCD AND SECTION 627 OF THE CDDT SPECIFICATIONS.
 - ALL TRAFFIC CONTROL SIGNS SHALL CONFORM TO THE REQUIREMENTS OF THE MUTCD WITH REGARD TO SIGN TYPE, SIZE, LOCATION AND MOUNTING SPECIFICATIONS.
 - ALL ON-SITE CURB AND GUTTER SHALL BE 18" CATCH OR SPILL CURB AND GUTTER UNLESS NOTED OTHERWISE ON THESE PLANS (SEE DETAIL SHEET C2.1).
 - ALL H/C RAMPS SHALL HAVE TRUNCATED DOMES PER DETAIL ON DETAIL SHEET C2.1.
 - REFER TO DETAIL SHEET C2.1 FOR H/C PARKING STALL DETAILS AND SIGN REQUIREMENTS - ALL SPACES ARE VAN ACCESSIBLE AND SHOULD BE POSTED AS SUCH. PROVIDE 2.5' CLEAR FROM FLOWLINE TO POST.
 - THERE SHALL BE A 3" MINIMUM TRANSITION FROM SPILL TO CATCH CURB AND GUTTER.
 - ALL SIGNS TO BE H.I.P.
 - BUILDINGS 4 THROUGH 7 SHALL HAVE ADDRESSES POSTED ON FRONT AND BACK OF THE UNITS.

SITE INFORMATION TABLE

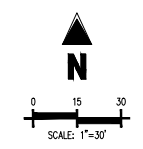
GROSS SITE AREA (SF / AC)	90,798 / 2.08
BUILDING AREA (SF)	25,700
GROSS BUILDING COVERAGE (% SITE)	28.30%
OPEN SPACE (SF)	37,026
OPEN SPACE (% SITE)	40.77%

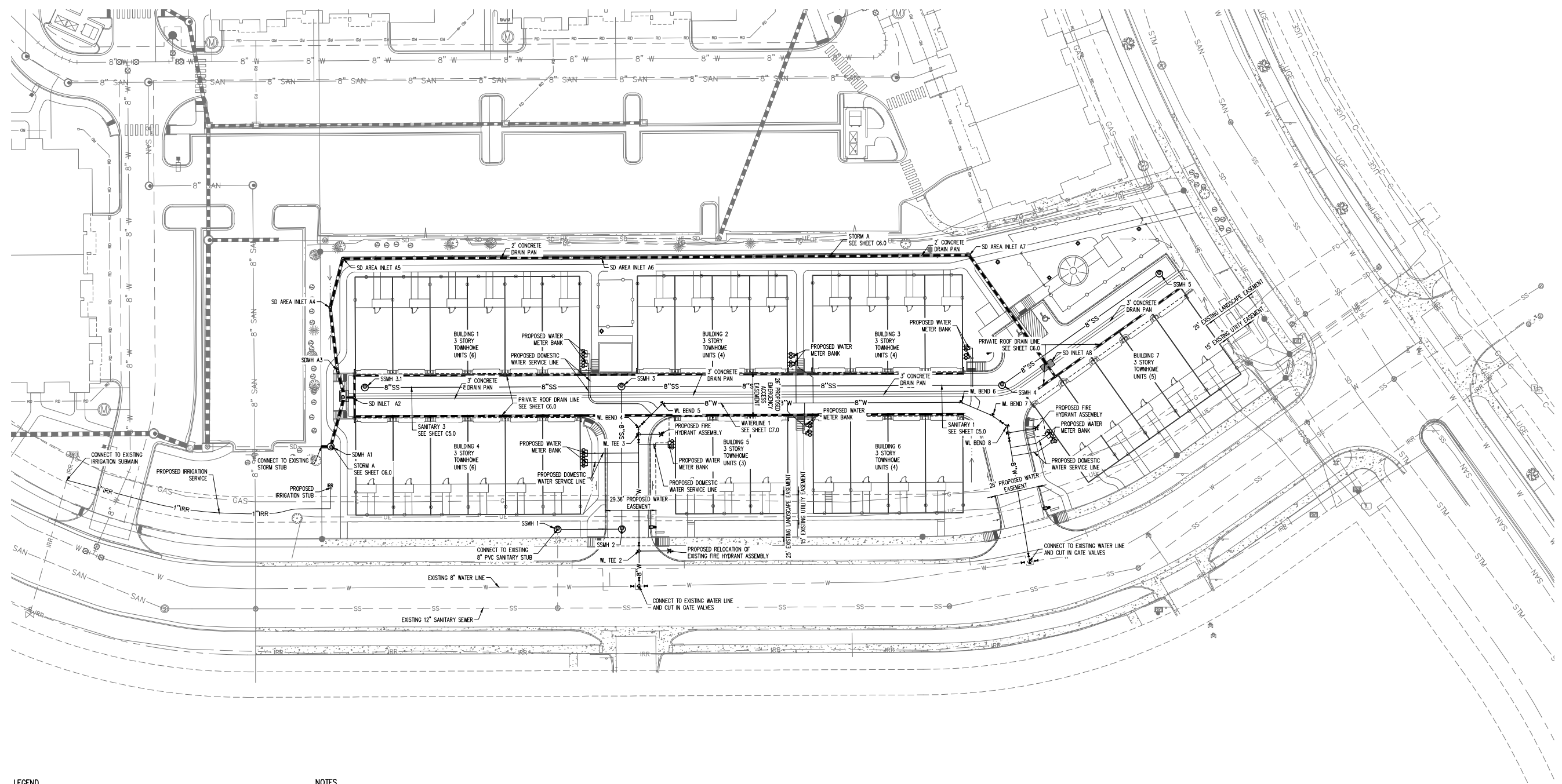
PARKING TABLE

REQUIRED PARKING (2/DWELLING UNIT)	64
TOTAL PROVIDED PARKING	67
REGULAR PARKING SPACES	65
HANDICAP PARKING (2 REQUIRED)	2



PRELIMINARY PROPOSED PAVEMENT SECTIONS:
1. FOR FINAL SITE SPECIFIC ALTERNATIVE PAVEMENT SECTIONS AND RECOMMENDATIONS, REFER TO GEOTECHNICAL SUBSURFACE EXPLORATION REPORT AND ANY ADDITIONS PREPARED BY EARTH ENGINEERING COMPANY, INC., EEC PROJECT NO. 23-01-013.





LEGEND

PROPOSED WATER MAIN	— W —
EXISTING WATER MAIN	— W —
PROPOSED SANITARY SEWER	— SS —
EXISTING SANITARY SEWER	— SS —
PROPOSED FIRE HYDRANT	— H —
EXISTING FIRE HYDRANT	— H —
PROPOSED STORM SEWER	— SD —
EXISTING STORM SEWER	— SD —
PROPOSED CURB AND GUTTER	— CG —
PROPOSED RIGHT-OF-WAY	— R.O.W. —
PROPOSED LOTLINE	— L.O.T. —
EASEMENT LINE	— E.A.S. —
EXISTING NATURAL HABITAT BUFFER ZONE	— N.H.B.Z. —
EXISTING CITY OF FORT COLLINS WETLAND	— W.E.T. —
PROPOSED MANHOLE	●
EXISTING MANHOLE	⊙

- NOTES**
1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
 2. ALL UTILITY CONSTRUCTION SHALL BE PER THE TOWN OF JOHNSTOWN STANDARD CONSTRUCTION SPECIFICATIONS LATEST EDITION.
 3. ALL WATER FITTINGS AND VALVES ARE ONLY GRAPHICALLY REPRESENTED AND ARE NOT TO SCALE.
 4. MAINTAIN 10' HORIZONTAL AND 18" VERTICAL MINIMUM SEPARATION BETWEEN ALL SANITARY SEWER MAINS, STORM SEWER MAINS, WATER MAINS & SERVICES.
 5. ALL JOINTS ON ELLIPTICAL PIPES SHALL BE TONGUE AND GROOVE WITH FLEXIBLE JOINT SEAL COMPOUND STANDARD WITH THE PIPE MANUFACTURER AND AS APPROVED BY TOWN INSPECTOR.
 6. PIPE LENGTHS ARE CALCULATED FROM THE CENTER OF MANHOLES AND INLET BOX STRUCTURES. SPECIFIED LENGTH OF PIPE INCLUDES THE LAYING LENGTH OF FLARED END SECTIONS.
 7. ALL RCP SHALL BE CLASS III OR GREATER, AS FIELD CONDITIONS WARRANT. PIPE MATERIAL, BEDDING, AND INSTALLATION WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE GOVERNED BY THE TOWN OF JOHNSTOWN. ALTERNATES (SUCH AS ADD 14-12 OR 14-12 (IP) SANITIES) OUTSIDE OF THE R.O.W. MAY BE ALLOWED, SUBJECT TO PRIOR APPROVAL BY THE TOWN ENGINEER OR ENGINEERING INSPECTOR. ALL JOINTS SHALL BE "WATERTIGHT" USING APPROPRIATE GASKETS OR JOINT WRAPS (PER ASTM C443 FOR RCP AND PER ASTM F477 / D3212 FOR PLASTIC PIPE).
 8. ALL STORM MANHOLES LOCATED IN SIDEWALKS AND TRAILS SHALL HAVE PEDESTRIAN RATED LIDS.
 9. MANHOLE DIAMETERS REQUIRED TO PROVIDE A MINIMUM OF 1.0' CLEAR WALL BETWEEN THE OUTSIDE WALLS OF ADJACENT INCOMING LINES AT THE INSIDE WALL OF THE STRUCTURE. CONTRACTOR SHALL SHALL CONFIRM THAT MANHOLE DIAMETERS MEET THE REQUIREMENTS AND ARE SUFFICIENT FOR THEIR PROPOSED METHODS OF INSTALLATION (i.e., WITHIN PRE-CASTER'S TOLERANCES, ETC.).
 10. CONFIRM HORIZONTAL AND VERTICAL LOCATION OF WATER, STORM DRAIN AND SANITARY SEWER TIE-IN TO EXISTING LOCATIONS PRIOR TO CONSTRUCTION. CONTACT DESIGN ENGINEER WITH ANY DISCREPANCIES.

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ALVERSA BUILDERS
THE ROW TOWNHOMES AT 2634
CONSTRUCTION, ENGINEERING, AND
SITE DEVELOPMENT PLANS

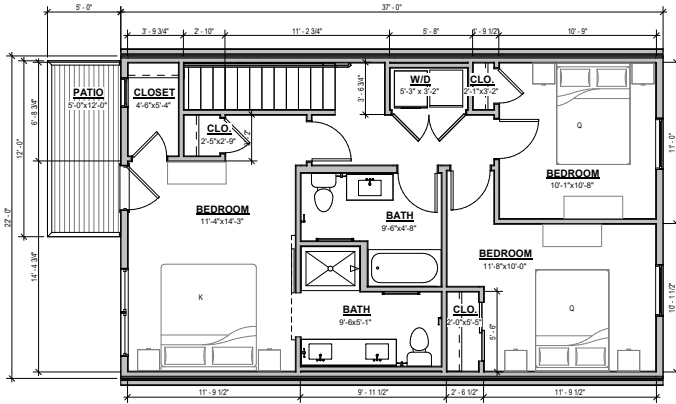
JOHNSTOWN, COLORADO

#	Date	Issue / Description	Init.

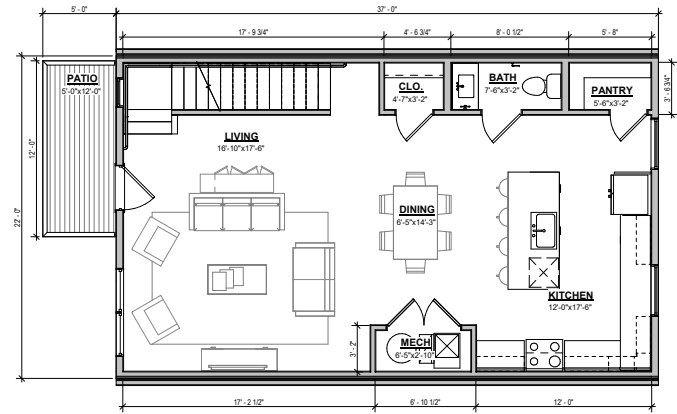
Project No:	AB00001
Drawn By:	APC
Checked By:	KJP
Date:	05.12.23

OVERALL UTILITY PLAN

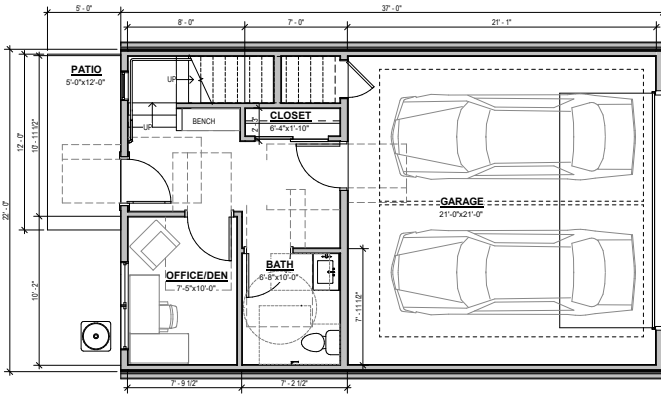




3 THIRD FLOOR
SCALE: 1/4" = 1'-0"

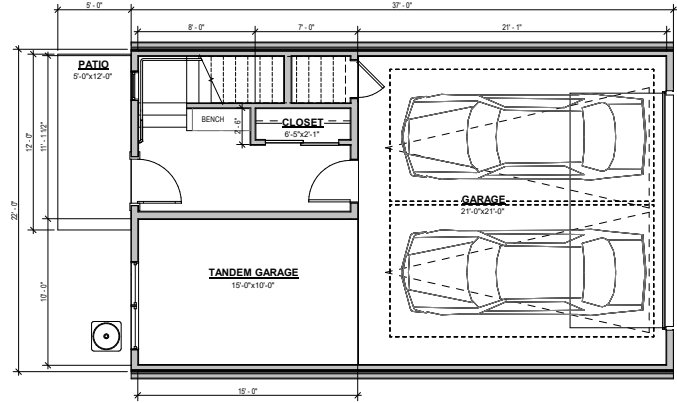


2 SECOND FLOOR
SCALE: 1/4" = 1'-0"



NOTE: OF 32 TOTAL UNITS IN THE PROJECT, 18 WILL BE REQUIRED TO BE TYPE B VISITABLE GROUND FLOOR UNITS TO ACHIEVE THE REQUIRED NUMBER OF ACCESSIBILITY POINTS REQUIRED PER COLORADO REVISED STATUTES TITLE 9, SECTION 9-5-105. LOCATIONS OF TYPE B VISITABLE UNITS TBD.

1V FIRST FLOOR - VISITABLE UNIT
SCALE: 1/4" = 1'-0"



1 FIRST FLOOR - NON VISITABLE UNIT
SCALE: 1/4" = 1'-0"

EXTERIOR FINISH LEGEND		
MARK	DESCRIPTION	COLOR
BB-1	BOARD AND BATTEN	SW 70
PS-1	PANEL SIDING	SW 70
WS-1	WOOD-LOOK FIBER CEMENT LAP SIDING	SPRUCE
ST-1	STONE VENEER	ELDORADO STACKED STONE - CHAPEL HILL
AS-1	ASPHALT SHINGLES	CHARCOAL
MR-1	METAL RAILING	BLACK

Item #9.



1 3 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



4 3 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



2 3 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 3 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



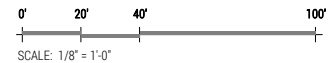
2534 TOWNHOMES

ALIVERSA BUILDERS

CONCEPT ELEVATIONS - 3 UNIT

03/01/2023

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EXTERIOR FINISH LEGEND		
MARK	DESCRIPTION	COLOR
BB-1	BOARD AND BATTEN	SW 70
PS-1	PANEL SIDING	SW 70
WS-1	WOOD-LOOK FIBER CEMENT LAP SIDING	SPRUCE
ST-1	STONE VENEER	ELDORADO STACKED STONE - CHAPEL HILL
AS-1	ASPHALT SHINGLES	CHARCOAL
MR-1	METAL RAILING	BLACK

Item #9.



② 4 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



④ 4 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



① 4 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



③ 4 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"

EXTERIOR FINISH LEGEND		
MARK	DESCRIPTION	COLOR
BB-1	BOARD AND BATTEN	SW 70
PS-1	PANEL SIDING	SW 70
WS-1	WOOD-LOOK FIBER CEMENT LAP SIDING	SPRU
ST-1	STONE VENEER	ELDORADO STACKED STONE - CHAPEL HILL
AS-1	ASPHALT SHINGLES	CHARCOAL
MR-1	METAL RAILING	BLACK

Item #9.



2 5 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



4 5 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



1 5 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 5 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



EXTERIOR FINISH LEGEND		
MARK	DESCRIPTION	COLOR
BB-1	BOARD AND BATTEN	SW 70
PS-1	PANEL SIDING	SW 70
WS-1	WOOD-LOOK FIBER CEMENT LAP SIDING	SPRUCE
ST-1	STONE VENEER	ELDORADO STACKED STONE - CHAPEL HILL
AS-1	ASPHALT SHINGLES	CHARCOAL
MR-1	METAL RAILING	BLACK

Item #9.



② 6 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



④ 6 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



① 6 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



③ 6 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



Item #9.



2534 TOWNHOMES

ALIVERSA BUILDERS

PRECEDENT IMAGERY

03/01/2023

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WOOD-LOOK FIBER CEMENT LAP SIDING
COLOR: SPRUCE



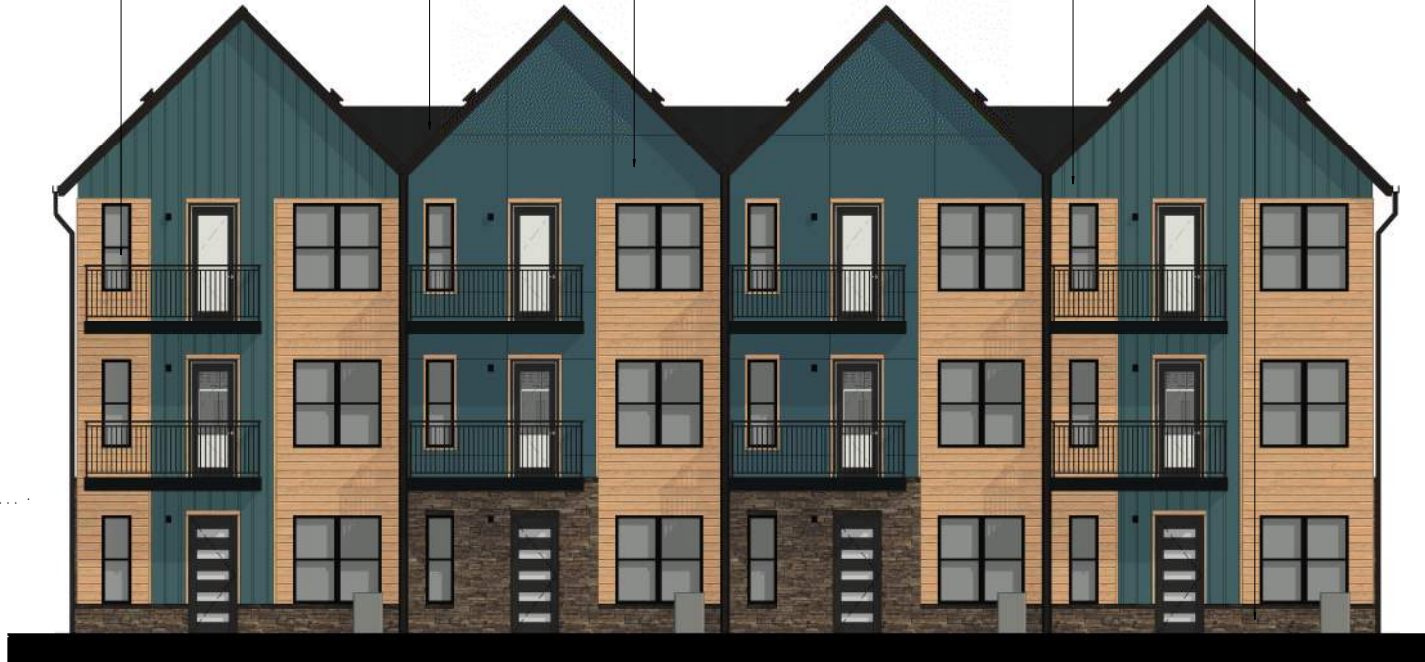
ASPHALT SHINGLES
COLOR: CHARCOAL



PANEL SIDING & BOARD AND BATTEN
COLOR: SW 7620 SEAWORTHY



STONE VENEER
COLOR: CHAPEL HILL





2 3D VIEW
SCALE: _____



1 3D VIEW
SCALE: _____





Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of the Preliminary/Final Subdivision Plat and Final Development Plan for The Row Townhomes at 2534
PROJECT NO:	SUB23-0005
PARCEL NOS:	8515113003
DESCRIPTION:	The Town Council will consider the Site Development Plan and Preliminary/Final Subdivision Plat for a 2.08 acre site intended to create 32 Lots as well as 2 open space lots. The development site is located northwest of the intersection of Exposition Drive and Thompson Parkway.
LOCATION:	Located Northwest of the intersection of Exposition Drive and Thompson Parkway.
OWNER:	MNC Holdings, LLC.
DEVELOPER:	Aliversa Builders (Nico Campana)
STAFF:	Kim Meyer, Planning & Development Director
HEARING DATE:	July 26, 2023

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan
4. Architectural Elevations (3, 4 & 5 Unit buildings)

EXECUTIVE SUMMARY

The Developer, Aliversa Builders, LLC. is requesting Preliminary/Final Plat and Final Development Plan approval for a townhome development in the 2534 subdivision. The site will consist of 7 buildings, composed of 3, 4 or 5 units for a total of 32 townhome lots/units, as proposed. The subdivision will also plat 2 outlots for easements, landscaping, open space, parks, parking, and stormwater facilities. (*Attachment 2*).

The Community That Cares

johnstown.colorado.gov

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

ZONING: PUD (2534)**ADJACENT ZONING & LAND USE:**

North: PUD (2534) – B.2 (office, flex, retail, and multi-family) – Cortland at 2534 Apartments

East: PUD (2534) – G (gun store and related accessory uses) – Liberty Firearms Institute

South: PUD (2534) – B.2 (office, flex, retail, and multi-family) – Rise at 2534 Apartments

West: PUD (2534) – B.2 (office, flex, retail, and multi-family) – Cortland at 2534 Apartments

PROPERTY LAND USE HISTORY

The property comprising the 2534 P.U.D. was annexed into the Town of Johnstown in 2000. As part of that Annexation Agreement, Johnstown and the Property Owners agree to performance standards for the purpose of addressing design considerations including architectural, site planning, landscaping, streetscape and sign elements for land uses within 2534.

The subject property has been part of the following land use actions:

- Land Use Amendment for 2.1 acres within the 2534 P.U.D. res. No. 2022-39. The land use amendment changed the designation from “B.1” to “B.2” to allow multi-family housing. This subdivision is subject to the 2534 P.U.D. Design Guidelines, which apply to the full area known as the 2534 P.U.D., as approved with the original Subdivision.

SUBMITTAL AND REFERRALS

This project submittal included the proposed subdivision and development plan sets, as well as full engineering plans and reports (i.e., grading, drainage, soils, utility, water) for the site. The project was referred to and reviewed by:

- Johnstown Public Works & Utilities Departments
- Felsburg Holt & Ullevig (Town Traffic Engineer)
- Helton & Williamsen (Water Engineer)
- J-U-B Engineers (Water Modeling)
- Little Thompson Water District
- IMEG (Town Engineer)
- FRFR (Fire District)

PROJECT DESCRIPTION & ANALYSIS

This subdivision encompasses 2.08 acres and creates a residential townhome development consisting of 7 townhome buildings, composed of 3 to 5 unit buildings, for a total of 32 residential lots. These buildings cover approximately 0.44 acres of the site. The subdivision will also plat two outlots (0.75 acres) for easements, landscaping, open space, and pedestrian access. In addition, one tract (0.41 acres) for parking and pedestrian/vehicle access, drainage, and emergency access. (Attachments 2 & 3).

This townhome community consists of attached single family (townhomes) on approximately 2.08 acres, located in the 2534 PUD. Notably, the Cortland apartments are located directly to the north and west, the existing RISE Apartment development is located directly south, and Liberty Firearms Institute is located to the east. (Attachment 1)

Lots are all approximately 1,254 square feet in area, with a typical width of 22.0 feet. The townhomes all have front doors accessing a network of walks, open and landscaped areas, some of which front small off-street parking. Each dwelling unit will have an attached two car garage, in addition to four guest parking spaces.

Outlots will contain requisite access, drainage, emergency, maintenance and utility easements and open space. Common open space areas are provided throughout the development and each unit has access to walkways that connect to parking and streets and the adjacent sidewalk network in 2534.

The development will contain a mixture of landscape surfaces, including small areas of irrigated turf, rock and wood mulch and native grass. The development will also provide a pocket park in addition to sidewalks that tie into the existing 2534 trail network. Pedestrian access which provides convenience and access to all the commercial business. The two outlots will be open space areas and will be irrigated and maintained by a Homeowners Association. The streetscapes along Exposition Drive and Thompson Parkway have existing sidewalks installed. Street Trees with some low plantings will need to be installed for these streetscapes with this development.

Overall, Staff has no significant outstanding concerns with this development and believes it will promote the Town's goals of housing type diversity, walkable neighborhoods, efficient development patterns and logical extension of infrastructure. On a neighborhood level, it will activate and support the greater 2534 PUD, which is designed for a variety of complimentary land uses, including residential.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, August 10, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. No neighborhood meeting was required. No public comments have been received by Staff as of the date of publication of this report.

RECOMMENDED FINDINGS, CONDITIONS, AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council, that the requested Final Plat and Final Development Plan for The Row Townhomes at 2534 Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Area Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the applicable 2534 Design Guidelines, Town's codes, regulations, and requirements.
2. The proposed subdivision will meet the needs of the community by providing diverse townhome housing located close to essential community businesses. This type of development features an appropriately dense housing layout which is consistent with surrounding area and is also compatible with adjacent development and surrounding land uses and will not detract from existing land uses.

Recommended Motion to Approve

Based on the application received, information provided at this hearing, and findings noted, I move that the Planning & Zoning Commission recommend to the Town Council Approval of the Final Plat and Final Development Plan for The Row Townhomes at 2534.

Alternative Motions:**Motion to Recommend Approval with Conditions**

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Final Plat and Final Development Plan for The ROW Townhomes at 2534, with the following conditions...

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Approval of the Final Plat and Final Development Plan for The Row Townhomes, based on the following findings...



Town of Johnstown

THE ROW TOWNHOMES AT 2534

Final Subdivision and Site Development Plan (SUB23-0005)

Applicant: MNC Holdings, LLC / Aliversa Builders

Town Council

August 21, 2023

LOCATION & BACKGROUND

Item #9.

- Approx. 2.08 Acres
- Part of the 2534 PUD
- Located northwest of the intersection of Exposition Drive and Thompson Parkway
- 2022 Land Use Amendment for 2.1 acre site (ORD 2022-39)
 - Changed designation from “B.1” to “B.2” to allow multi-family housing
- 2534 PUD Design Guidelines apply



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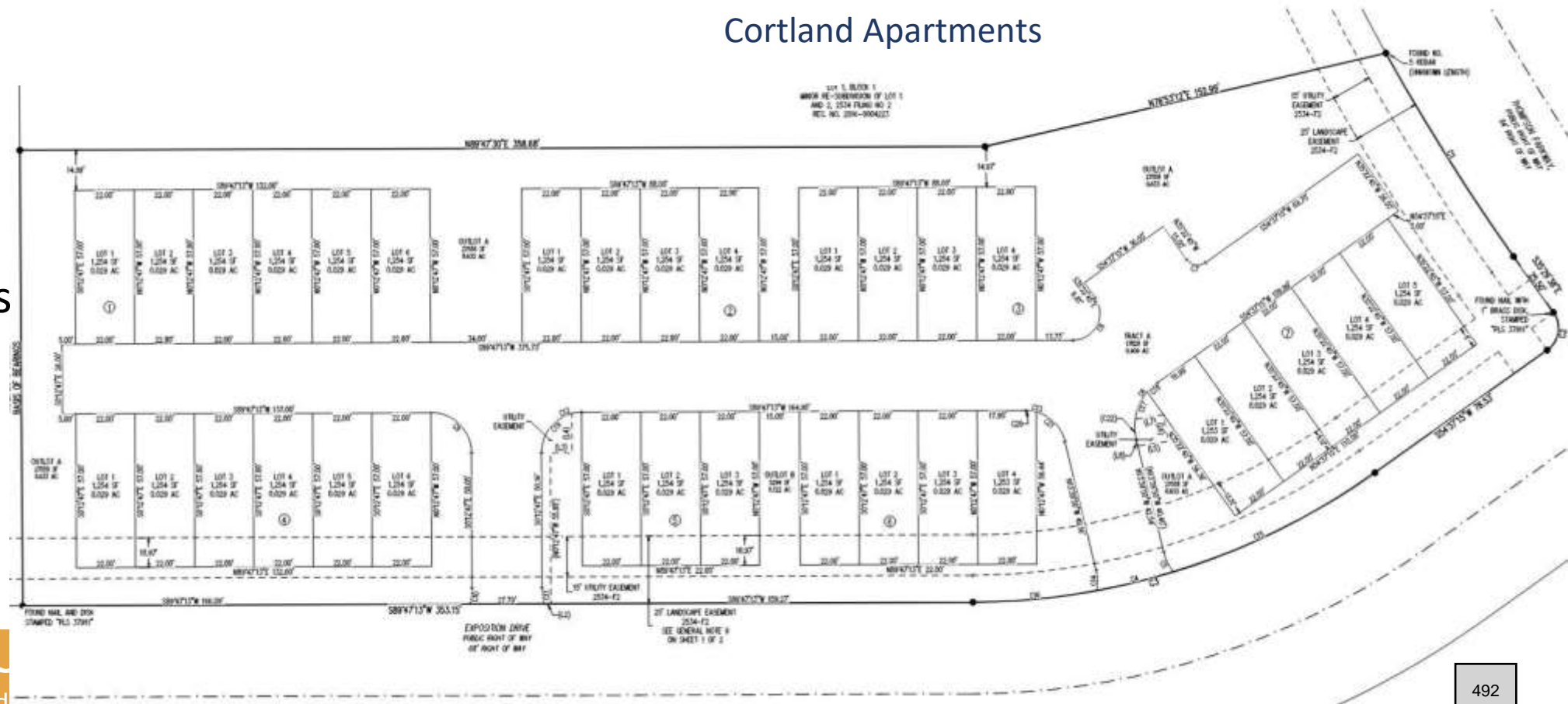
SUBDIVISION

Item #9.

Liberty
Firearms

Cortland Apartments

RISE Apartments

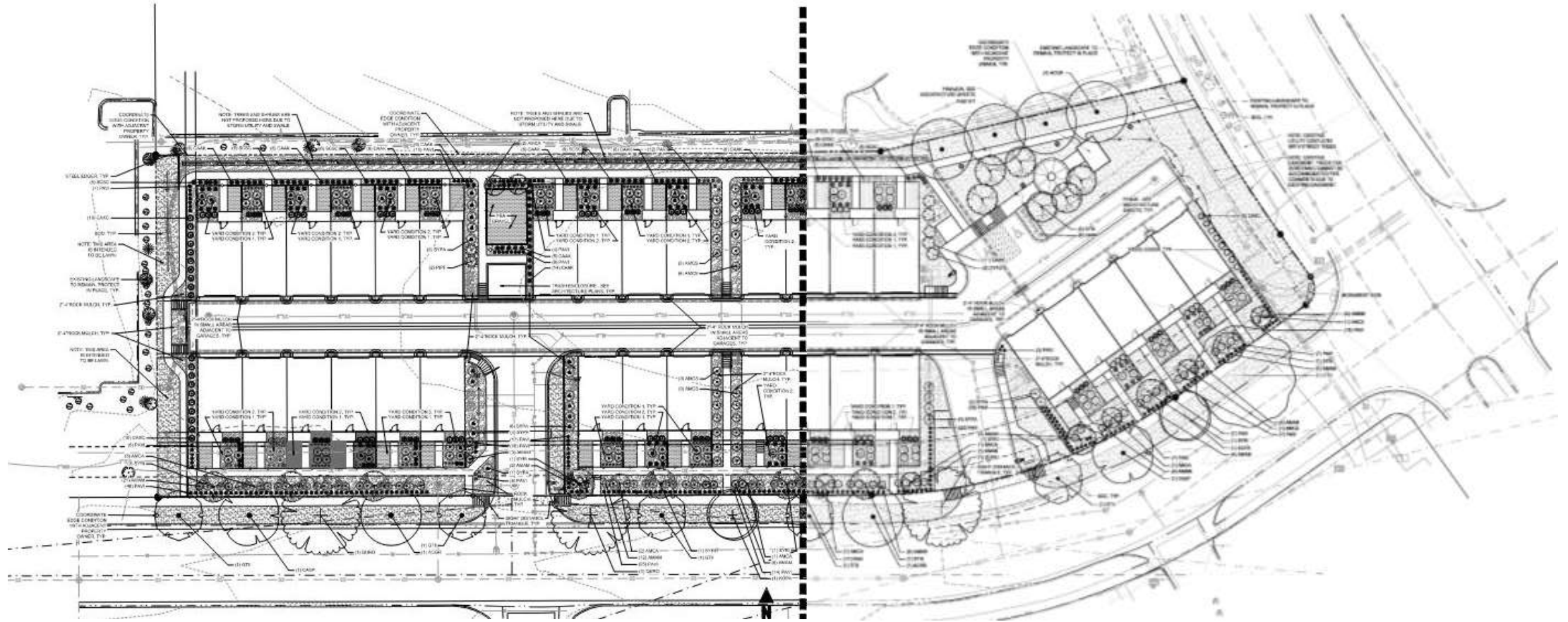


- 7 Buildings
 - 3, 4, & 5 Unit Buildings
- 32 Units
- 2.1 Ac
- 2 Car Garages
- 1 Guest Space
- 2 Handicap Spaces
- On Street Pkg

DEVELOPMENT PLAN

Item #9.

- OPEN SPACE = 36.2 % / 0.75 AC.



Town of Johnstown
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3 UNIT TOWNHOME ELEVATIONS



1 3 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



4 3 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



2 3 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 3 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



4 UNIT TOWNHOME ELEVATIONS



2 4 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



4 4 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



1 4 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 4 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



5 UNIT TOWNHOME ELEVATIONS



2 5 UNIT - BACK ELEVATION
SCALE: 1/8" = 1'-0"



4 5 UNIT - SIDE ELEVATION 2
SCALE: 1/8" = 1'-0"



1 5 UNIT - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 5 UNIT - SIDE ELEVATION 1
SCALE: 1/8" = 1'-0"



TOWNHOME BUILDING MATERIALS



WOOD-LOOK FIBER CEMENT LAP SIDING
COLOR: SPRUCE



ASPHALT SHINGLES
COLOR: CHARCOAL



PANEL SIDING & BOARD AND BATTEN
COLOR: SW 7620 SEAWORTHY



STONE VENEER
COLOR: CHAPEL HILL



ANALYSIS & RECOMMENDATION

Item #9.

- Conforms to the 2534 PUD Design Guidelines.
- Is in substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Town's goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- Recommendation for Approval



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** **Public Hearing** – Resolution Approving the Service Plan for High Plains Estates Metropolitan District
- ACTION PROPOSED:** Consider Resolution No. 2023-32
- ATTACHMENTS:**
1. Proposed Service Plan
 2. Cover Letter from Counsel for Proponents of the District
 3. Resolution Approving the Service Plan for High Plains Estates Metropolitan District
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, Carolyn Steffl of Dietze and Davis, P.C.
-

AGENDA ITEM DESCRIPTION:

An application for approval of a Service Plan (“Service Plan”) was submitted for High Plains Estates Metropolitan District (“District”) by the owners of the property, pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S. The Service Plan was submitted in connection with a development known as High Plains Estates, generally located east of Interstate 25, east of the Revere development and south of Weld County Road 14 (“Property”). The Property is subject to the Klein 125 annexation agreement, dated May 3, 2004. By Ordinance 2023-241, an outline development plan was approved for the Property on February 6, 2023. The applicants are seeking a November 2023 organizational / TABOR election.

To satisfy the statutory requirements, the Service Plan includes: (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the proposed District boundaries, (5) an estimate of the population and valuation for assessment of the proposed District, (6) a description of the facilities to be constructed and the standards for construction, (7) a general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to

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the organization and initial operation of the District, and (8) a proposed intergovernmental agreement.

The District's service area consists of approximately 101 acres with 411 residential units anticipated. There is also a 20-acre inclusion area that may be included in the District at a subsequent date. The District is only for residential uses.

The Service Plan is generally consistent with the Model Service Plan adopted by Town Council on February 22, 2017. The maximum debt mill levy is 40 mills. The maximum operations and maintenance mill levy is 10 mills. Notwithstanding the maximum limitations, if a majority of the board of directors of the District is composed of end users (any owner, tenant or occupant of any taxable residential property), the board of directors may eliminate the maximum operations and maintenance mill levy. The maximum mill levies are subject to an assessed valuation adjustment, meaning, primarily, that if the residential assessment rate is changed (the ratio of assessed valuation to actual valuation), the mill levy may be increased above the cap so that the rate change is revenue neutral to the District.

The maximum term for imposition of a debt mill levy is twenty years for developer debt from the initial imposition of an ad valorem property tax by the District, unless the Town approves a longer term by intergovernmental agreement, and forty years for all debt, except that, if a majority of the board of directors of the District is composed of end users, the board may approve a longer term for a refinancing.

The capital plan, attached as Exhibit E to the Service Plan, estimates public improvement project costs of approximately \$33,432,885.46. The capital plan was reviewed by Greg Weeks, the Town's Engineer, who found that the total preliminary estimate of costs is probably reasonable, given the stage of the development approval. The capital costs are expected to be revised and refined throughout the development review process.

The financial plan, attached as Exhibit F to the Service Plan, provides that the District will have the ability to issue debt in the approximate par amount of \$34,072,000. The maximum debt authorization under the Service Plan is \$39,000,000, which is approximately 15% over the debt capacity in the Financial Plan to allow for flexibility in case the assessed valuation for the homes are higher than estimated.

The District is seeking to impose two fees, to be paid by the builder when a building permit is issued: a Development Fee not to exceed \$3,000 and a Water Resource Fee not to exceed \$24,500. The Water Resource Fee will be used to finance the cost of acquisition of water rights for the development.

The Town's model service plan states that the District cannot acquire, own, manage, adjudicate or develop water rights unless approved by the Town in an IGA. However, as the costs of acquiring water rights go up, several metropolitan districts have asked the Town to allow them the authority to finance acquisition of water rights needed for the development. In this case, the owners estimate the cost of acquiring the water at \$10 million of the approximately \$33.4 million cost of public improvements.

In 2021, the Town Council approved a service plan that authorized metropolitan districts to acquire water rights for the High Plains Metropolitan District No. 2 and the Revere at Johnstown Metropolitan District Nos. 2-9, pursuant to some conditions/limitations. The same conditions have been added into this Service Plan, and consistent with the Revere Service Plan, Section V(A)(23) states:

23. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the District from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the District purchases from the Developer or for which the District reimburses the Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the District shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Town's Municipal Code; and (c) the District's reimbursement to the Developer shall not exceed the amount of the Developer's actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

Subsequent to issuance of any debt, the District is required to provide the Town with the District's resolution approving the debt issuance, setting forth the parameters of the issuance, the bond counsel's opinion letter, a certification from the District that the debt issuance complies with the terms of the Service Plan and a copy of the marketing documents associated with the debt.

The District will establish and maintain a public website, and will timely post a copy of all of the following documents: a) call for nominations, b) the transparency notice, c) the recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas, and h) any other requirements pursuant to law. The District

will also e-mail calls for nominations to any email address maintained by the county and otherwise provide notice as required by law.

Special Counsel has requested the following language be included in the Service Plan: Unless otherwise waived in writing by the Town Manager, from and after the time that the District has any residential End Users within the District, the District shall include the call for nominations as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing mailed to the eligible electors of the District, in the timeframe required by statute for providing the notice, in addition to complying with any other notice requirements of the Special District Act and the Colorado Local Government Election Code. The proponents added this language, but desire to discuss the issue with Council. The proponents would rather delete that language, as they feel that there is sufficient notice without this additional requirement and are hesitant to add an election-related requirement not contained in the statutes.

Pursuant to state law, the Town Council must approve the Service Plan before the District is formed and entitled to operate. The Service Plan must be approved through a public hearing process. Upon approval, the Service Plan, along with a petition for organization of the District, must be submitted to the Weld County District Court, who will then hold a hearing on the petition and order an election regarding the organization of the District. Notice of this public hearing before the Town Council was published in *The Johnstown Breeze* and provided to interested persons by the proponents of the District.

LEGAL ADVICE:

The Town Attorney and the Town’s Special Counsel have reviewed the proposed Service Plan. The criteria for Town Council approval of a Service Plan are:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed district;
- b. The existing service in the area to be served by the proposed district is inadequate for present and projected needs;
- c. The proposed district is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Sections 32-1-204.5 and 32-1-203(2), C.R.S.

FINANCIAL ADVICE:

The Town has not engaged an outside financial consultant to review the Financial Plan, but it has been reviewed by Special Counsel, Carolyn Steffl. In addition, applicant’s consultant, Piper Sandler & Co., has attached a letter stating that, subject to certain assumptions, the Financial Plan shows the District’s ability to discharge the proposed indebtedness consistent with the limitations contained in the Service Plan.

RECOMMENDED ACTION: Approve Resolution No. 2023-32.


SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-32 a Resolution Approving the Service Plan for High Plains Estates Metropolitan District .

For Approval with Conditions: I move to approve Resolution No. 2023-32 a Resolution Approving the Service Plan for High Plains Estates Metropolitan District, with the following modifications to the proposed Service Plan _____, and direct the Town Attorney to revise the Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-32 a Resolution Approving the Service Plan for High Plains Estates Metropolitan District.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-32**

**RESOLUTION APPROVING THE SERVICE PLAN FOR HIGH PLAINS
ESTATES METROPOLITAN DISTRICT**

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, pursuant to Section 32-1-204.5, C.R.S., a Service Plan for High Plains Estates Metropolitan District, a copy of which is attached hereto and incorporated herein by reference as Exhibit A (collectively, “Service Plan”), was submitted by the property owners to the Town Council for approval; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., on August 21, 2023, the Town Council, following due notice, held a public hearing on the proposed Service Plan; and

WHEREAS, the Town Council considered the Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, the Town Council finds that the Service Plan should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

1. **Satisfaction of Statutory Requirements as to Filing and Notice**. The Town Council, as the governing body of the Town of Johnstown, Colorado, does hereby determine, based on representations by and on behalf of the proponents of the High Plains Estates Metropolitan District, including the owners, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., relating to the filing of the Service Plan for the District have been fulfilled and that notice of the hearing was given.

2. **Jurisdiction**. Based on representations by and on behalf of the proponents of the District, the Town Council has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **Findings**. Pursuant to Section 32-1-204.5, C.R.S., Section 32-1-202(2), C.R.S., and Section 32-1-203(2), C.R.S., the Town Council does hereby find and determine, based on the Service Plan, the representations by and on behalf of the proponents of the District, including the owners, and other evidence presented at the public hearing, that:

- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- (b) The existing service in the area to be served by the District is inadequate for present and projected needs;
- (c) The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- (d) The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. **Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the Service Plan for High Plains Estates Metropolitan District, attached as Exhibit A, as may be revised, if at all, as set forth per section 4(e) below. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the Service Plan shall not relieve the owners, a developer or any other owner of property in the District of: (i) any requirement under the annexation agreements pertaining to the property within the District’s boundaries or any other binding agreement(s); and (ii) the requirement to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Once the District has been duly organized, any material modification of the Service Plan shall require an amendment to the Service Plan, which must be approved by Town Council.
- (c) At its first meeting after the effective date of this Resolution and in no event later than sixty (60) days after the formation election of the District, the Board of Directors of the District shall execute the Intergovernmental Agreement with the Town (“IGA”) and the District’s Indemnity Letter in the forms set forth as exhibits to the Service Plan presented to the Town Council at its August 21, 2023, public hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and Indemnity Letter to the Town within ten (10) days of the District’s organizational meeting.
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Service Plan or the IGA.
- (e) The Service Plan shall be revised if required pursuant to additional conditions of approval set forth by Town Council at the August 21, 2023, public hearing. If so directed, the Town Attorney shall modify the Service Plan and provide the finalized version of the Service Plan to the Town Clerk for filing with the records of the Town and to the owners of the property within the proposed boundaries of the District for, among other purposes, filing with the Weld County District Court.

5. **Execution of Town IGA.** The IGA referred to in Section 4(c) above is hereby approved in essentially the same form as the copy of such IGA set forth as Exhibit D to the Service Plan, which was presented to the Town Council at the August 21, 2023, public hearing. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the District.

6. **Filing of Resolution.** A certified copy of this Resolution, with the attached Service Plan, as may be amended, shall be filed in the records of the Town and submitted to the owners for the purpose of filing in the Weld County District Court.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Eve M. G. Velasco
Attorney

303-858-1800
evelasco@wbapc.com

August 4, 2023

VIA E-MAIL

Town of Johnstown
c/o Carolyn Steffl, Special Counsel to Town
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302

Re: Service Plan for Proposed High Plains Estates Metropolitan District

Dear Ms. Steffl:

Enclosed, please are the following versions of the proposed Service Plan for High Plains Estates Metropolitan District (the “**District**”): (1) PDF version with exhibits, (2) Word version with Intergovernmental Agreement and Disclosure Notice, and (3) Word version redlined against Town’s Model Service Plan.

The District is proposed to support the planned 101-acre single family residential development, which will also include several parks and open space detention areas. The development within the Initial District Boundaries is anticipated to include around 400 residential units. The Service Area for the District also includes an approximately 20-acre Inclusion Area. All of the property within the Initial District Boundaries and Inclusion Area is owned by High Plains Estates JV, LLC, the proponent of the District. The 20-acre parcel is designated as an Inclusion Area rather than within the Initial District Boundaries because the property use has yet to be determined and this parcel may be developed in such a way that it would not be conducive to inclusion in the District.

The Service Plan proposes 40 mills as the Maximum Debt Mill Levy and 10 mills as the Maximum Operations and Maintenance Mill Levy, which is in line with Service Plans recently approved by the Town.

As costs for development have increased exponentially in recent years, it is increasingly essential for a developer to share the costs of public infrastructure with builders and homeowners in order to construct, market, and sell homes to buyers at reasonable market prices. Without the District and its financing mechanisms, the cost of the homes planned for the community would be

significantly more expensive, further exacerbating the housing affordability issues prevalent across Front Range communities and throughout Colorado.

The proposed Maximum Debt Authorization is \$39,000,000. This amount incorporates the District's plan to finance the construction of public infrastructure to serve the community, as well as to finance the costs of acquiring water resources to support the development. The proposed Maximum Debt Authorization is supported by the Financial Plan, which shows the District's ability to finance and repay this level of Debt. The Financial Plan models two issuances, one in 2024 and another in 2034.

The 2024 issuance is modeled with pledged revenues inclusive of the debt service mill levy, the specific ownership taxes, the Development Fee, and the Water Resource Fee; however, the District intends to issue a series of revenue bonds with pledged revenues coming solely from the Water Resource Fee. The Water Resource Fee is calculated based on the anticipated total cost of the water resources necessary to support the development, divided among the residential units, and is paid by builders, not residents or homebuyers. The Water Resource Fees would be paid at the same time as issuance of the building permit, at which time, it is anticipated that the Water Resource Fees received would be applied to the outstanding revenue bonds until paid in full.

One of the main hurdles to creating more housing in northern Colorado, especially reasonably priced housing, is the cost of the water resources required to support new households. By financing the acquisition of water through the District, the cost of water for the community and the cost per lot is significantly lower than it would be if private financing was used. This is because the District has access to more advantageous financing terms through public financing structures.

We look forward to discussing this matter further with the Town. In the meantime, should you have any questions regarding this submittal, please do not hesitate to contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON



Eve M. G. Velasco
Attorney

SERVICE PLAN
FOR
HIGH PLAINS ESTATES METROPOLITAN DISTRICT
TOWN OF JOHNSTOWN, COLORADO

Prepared

by



WHITE BEAR ANKELE TANAKA & WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

Submittal Date: April 19, 2023

Re-Submittal Date: August 4, 2023

Approval Date: _____

TABLE OF CONTENTS

I. INTRODUCTION.....1

A. Intent and Purpose..... 1

B. Need for the District..... 1

C. Town’s Objective..... 1

II. DEFINITIONS2

III. BOUNDARIES.....5

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION6

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES6

A. Powers of the District and Service Plan Amendment.....6

1. Operations and Maintenance Limitation.....6

2. Trails and Amenities6

3. Fire Protection, Ambulance and Emergency Services Limitation.....6

4. Television Relay and Translation Limitation7

5. Telecommunication Facilities.....7

6. Solid Waste Collection Limitation.....7

7. Transportation Limitation..7

8. New Powers..7

9. Construction Standards Limitation7

10. Zoning and Land Use Requirements; Sales and Use Tax.....7

11. Growth Limitations.....8

12. Conveyance.....8

13. Privately Placed Debt Limitation.....8

14. Inclusion Limitation.....9

15. Debt Limitation.....9

16. Maximum Debt Authorization.....9

17. Recurring Fee Limitation.....9

18. Monies from Other Governmental Sources9

19. Consolidation Limitation10

20. Public Improvement Fee Limitation.....10

21. Transfer Fee Limitation..10

22. Bankruptcy Limitation10

23. Water Rights/Resources Limitation.....11

24. Eminent Domain Limitation11

25. Covenant Enforcement and Design Review Services.....11

26. Special Improvement District11

27. Reimbursement Agreement with Adjacent Landowners11

28. Land Purchase Limitation.....12

29. Developer Reimbursement of Public Improvement Related Costs12

30. Developer Reimbursement of Administration, Operations and Maintenance
Related Costs12

31. Board Meetings and Website Limitations.....12

32. Financial Review..13

33. Distribution of Call for Nominations.....13

B. Service Plan Amendment Requirement.....13

C. Capital Plan.....13

VI. FINANCIAL PLAN.....14

A. General.....14

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum
Interest Rate on Developer Debt.....14

C. Mill Levies15

D. Mill Levy Imposition Term15

E. Debt Instrument Disclosure Requirement.....16

F. Notice of Debt.....16

G. Security for Debt.....16

H. District Organizational and Operating Costs17

VII. ANNUAL REPORT17

A. General.....17

B. Reporting of Significant Events.....17

C. Summary of Financial Information.....18

VIII. DISSOLUTION.....19

IX. INTERGOVERNMENTAL AGREEMENTS19

X. NON-COMPLIANCE WITH SERVICE PLAN.....19

XI. MISCELLANEOUS19

A. Headings19

B. Town Consent19

C. Town Expenses20

D. Disclosure Notice.....20

XII. CONCLUSION20

LIST OF EXHIBITS

EXHIBIT A-1	Legal Description – Initial District Boundaries
EXHIBIT A-2	Legal Description – Inclusion Area Boundaries
EXHIBIT B	Johnstown Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proof of Ownership and Consents of Owner
EXHIBIT D	Intergovernmental Agreement between the District and Johnstown
EXHIBIT E	Capital Plan
EXHIBIT F	Financial Plan
EXHIBIT G	Form of District Disclosure Notice
EXHIBIT H	Indemnification Letters

I. INTRODUCTION

A. Intent and Purpose.

The Town intends that this Service Plan grant authority to the District to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The Town and the District acknowledge that the District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the District’s activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan. The District is a residential district.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the District is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town’s Objective.

The Town’s objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the District and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the District. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the District.

The Town intends to authorize the District to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The District shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

Unless the District has operational responsibilities for any of the Public Improvements or Covenant Enforcement and Design Review Services, the Town intends that the District dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a subdivision improvement development agreement, preliminary or final plat or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Assessment Rate Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and Maximum Operations and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District or other obligations for the payment of which the District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. below which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.30. below.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users. As of the date of this Service Plan, the Developer is COLA, LLC. As of the date of this Service Plan, the owner of the property within the Initial District Boundaries is High Plains Estate JV, LLC.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer within the District for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

Developer Debt Mill Levy Imposition Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1. below.

Development Fee: means a one-time development or system development fee that may be imposed by the District on a per unit basis at or prior to the issuance of the initial building permit for the unit to assist with the planning and development of the Public Improvements or the repayment of Debt.

District: means High Plains Estates Metropolitan District.

End User: means any owner, tenant, or occupant of any taxable Residential Property or Commercial Property within the District after such property has been vertically developed, other than a real estate or construction company that developed the property. By way of illustration, an individual homeowner, renter, commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant approved by the Town that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Developer or the District.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.13. below.

Financial Plan: means the Financial Plan described in Section VI below, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating and debt service revenue derived from property taxes.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within the boundaries of the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Authorization: means the total Debt the District is permitted to incur as set forth in Section V.A.17. below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Operation and Maintenance Expenses, as set forth in Section VI.C below

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on Residential Property for repayment of Debt, as set forth in Section VI.E. below.

Operations and Maintenance Mill Levy: means the mill levy the District is permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C. below.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as High Plains Estates.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the District with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the District for administrative or operations and maintenance costs related to services, programs or facilities provided by the District as limited by the provisions of Section V.A.18. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Residential Property: means “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Service Area: means the property within the Initial District Boundary Map and Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by the Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Council in accordance with the Town’s ordinance and the applicable state law.

Special District Act: means Sections 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the District.

Town: means the Town of Johnstown, Colorado.

Town Code: means the Johnstown Municipal Code.

Town Council: means the Town Council of the Town of Johnstown, Colorado.

Transfer Fee: means a fee assessed upon each sale of real property within the District.

III. **BOUNDARIES**

The area of the Initial District Boundaries includes approximately 101.162 acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately 19.998 acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proof of Ownership and consent of the owner to organization of the District for all properties within the Initial District Boundaries and Inclusion Area Boundaries are attached hereto as **Exhibit C-3**. The District’s boundaries may change from time to time as the District undergoes inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately 121.16 acres of currently undeveloped land. The current assessed valuation of the Service Area is \$0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the District at build-out is estimated to be approximately one thousand seven hundred (1,700) people.

The Town's approval of this Service Plan does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the commercial area that may be identified in this Service Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and operation and maintenance of the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act and in other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to provide for the planning, design, acquisition, construction, installation, and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The District may own, operate, and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District's residents subsidizing the use by non-residents of the District. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an

intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion.

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved in writing by the Town or such other governmental entities. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District acknowledges that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of the District’s revenue.

12. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town’s sole discretion, for any Town capital improvement projects for streets, transportation, utilities, trails or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Prior to the issuance of any Privately Placed Debt to a Director of the District or to an entity with respect to which a Director of the District must make disclosure under Section 24-18-109, C.R.S., the District issuing such Privately Placed Debt shall also obtain the certification of an External Financial Advisor in form substantially as follows:

[We are/I am] an External Financial Advisor within the meaning of the District’s Service Plan.

[We/I] certify that the interest rate of such debt does not exceed the lesser of (1) the Municipal Market Data "AAA" General Obligation, Thirty-Year Constant Maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of such Debt; or (2) the current market interest rate for the debt based on criteria determined by [me/us] including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt, considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all property or a portion of the property with the Inclusion Area Boundaries only after approval by the Town of an Approved Development Plan applicable to the property to be included and shall provide written notice to the Town of all such inclusions concurrently therewith. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town and no portion of the District shall ever consist of property not within the Town's corporate boundaries.

15. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of an Approved Development Plan the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees.

16. Maximum Debt Authorization. The District shall not issue Debt in excess of Thirty-Nine Million Dollars (\$39,000,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization shall not count against the Maximum Debt Authorization set forth herein.

17. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations or maintenance expenses related to services, programs or facilities provided by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. Notwithstanding the foregoing, the District may increase Recurring Fees by up to 3% per year to keep pace with rising labor and material costs without the need for additional Town approval. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

18. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other

funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

19. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town.

20. Public Improvement Fee Limitation. The District shall not collect, receive, spend, or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax, or charge which is collected by a retailer in the District on the sale of goods or services by such retailer, including without limitation a lodging or use fee, except pursuant to an intergovernmental agreement with the Town.

21. Transfer Fee Limitation. The District shall not be authorized to impose a transfer fee on sale of real property within the District, except pursuant to an intergovernmental agreement with the Town; however, this limitation shall not prevent imposition of a one-time per property Development Fee upon issuance of the initial building permit for the property. No Development Fees shall be assessed for subsequent building permits obtained by End Users, such as for remodeling or addition to an existing structure. This limitation shall not prevent the Districts from imposing a reasonable administrative processing fee to cover the cost of transferring account information in conjunction with a change in ownership for residential units within the Districts.

22. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan. The District shall immediately notify the Town and propose an amendment to the Service Plan to address the future of the District.

23. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the District from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the District purchases from the Developer or for which the District reimburses the Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the District shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Town's Municipal Code; and (c) the District's reimbursement to the Developer shall not exceed the amount of the Developer's actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

24. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District's exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise its statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District's boundaries. In no event shall the District exercise its statutory power of dominant eminent domain to condemn property owned by the Town.

25. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Revised Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.

26. Special Improvement District. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

27. Reimbursement Agreement with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvements shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

28. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code, or other development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or approved pursuant to an intergovernmental agreement with the Town.

29. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District's behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive the following Cost Verification Reports: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition or the costs of organization of the District, including the construction costs and the soft costs, but excluding accounting and legal fees, are reasonable and related to the provision of the Public Improvements or to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, or the costs of organization of the District, are reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the Cost Verification Reports to the Town.

30. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, reimbursement of the funds advanced for such administration, operations or maintenance costs, are receivable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

31. Board Meetings and Website Limitations. Once an End User owns property in the District, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown or conducted virtually via internet or telephone platform available for free access by the public. The District shall establish and maintain a public website and shall include the name of the Project or a name that allows property owners and residents of the District to readily locate the District online and shall also include an updated street map for those properties within the District that have constructed streets that are open for public use. In addition, the District shall timely post a copy of all of the following documents on its public website: a) call for nominations, required pursuant to Section 1-13.5-501, C.R.S., b) the transparency notice provided pursuant to 32-1-809, C.R.S, c) recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all

amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas, and h) any other requirements pursuant to Section 32-1-104.5(3)(a), C.R.S.

32. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's actual consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

33. Distribution of Call for Nominations. Unless otherwise waived in writing by the Town Manager, at such time as there are residential End Users within the District, the District shall include the Call for Self-Nominations for director elections as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing mailed by each District to the eligible electors of the District, in the timeframe required by statute for providing the notice, in addition to complying with any other notice requirements of the Special District Act and the Colorado Local Government Election Code.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the District. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without

constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Thirty-Three Million Four Hundred Thirty-Two Thousand Eight Hundred Eighty-Five Dollars and Forty-Six Cents (\$33,432,885.46). Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District are expected to be financed by the Developer of the Project.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization, Thirty-Nine Million Dollars (\$39,000,000), and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the District may be payable from any and all legally available revenues of the District, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by Piper Sandler & Co., and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue and debt service revenue derived from property taxes for the District. The Maximum Debt Authorization is supported by the Financial Plan.

For commercial projects wherein the Town is sharing revenue with, or providing economic incentives to, the Developer, unless otherwise waived by the Town Manager in writing, the District shall submit to the Town the then-current financial forecasts and feasibility reports for such proposed issuance at least thirty (30) days prior to the issuance of any Debt. In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan. The Town may elect to waive such thirty (30) day period by a writing signed by the Town Manager.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed eighteen percent (18%). The proposed maximum underwriting discount shall be four percent (4%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the

requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the District and shall be subject to the Developer Debt Mill Levy Imposition Term provided in Section VI.D below.

C. Mill Levies.

1. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be forty (40) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if a majority of the Board of the District are End Users, and such District Board authorizes such a Maximum Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

2. Maximum Operations and Maintenance Mill Levy. The maximum Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of the District shall be ten (10) mills subject to an Assessment Rate Adjustment, if applicable, and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users, such Board may eliminate the maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

3. Subdistricts. To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition. The District shall notify the Town prior to establishing any such subdistricts and shall provide the Town with details regarding the purpose, location, and relationship of the subdistricts.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a

party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses more than forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the Resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Developer of property within the boundaries of the District.

F. Notice of Debt to Town.

Within ten (10) business days subsequent to the issuance of Debt, the District shall provide the following to the Town: (i) the marketing documents that have been published; (ii) the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt; (iii) the resolution of the Board approving the Debt; and (iv) a certification of the Board of the District that the Debt is in compliance with the Service Plan (if such certification is not already contained in the resolution approving the Debt).

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District Organizational and Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the District’s organization and initial operations, are anticipated to be One Hundred Fifty Thousand Dollars (\$150,000.00), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget is estimated to be Fifty Thousand Dollars (\$50,000) for the District, which is anticipated to be derived from operations and maintenance mill levy and other revenues.

VII. ANNUAL REPORT

A. General.

The District shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued (the “report year”). The Town reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five years after the District’s organization.

B. Reporting of Significant Events.

The annual report required by this Section VII shall include information as to any of the following events that occurred during the report year:

1. Narrative of the District’s progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the District.
5. Proposed plans for the year immediately following the report year.
6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.
7. Status of the District’s Public Improvement construction schedule and the Public Improvement schedule for the following five years.
8. Notice of any uncured defaults.
9. A list of all Public Improvements constructed by the District that have been dedicated to and accepted by the Town.

10. If requested by the Town, copies of minutes of all meetings of the District's Board.

11. The name, business address, and telephone number of each member of the Board, the District's chief administrative officer, and general counsel; and the date, place, and time of the regular meetings of the Board.

12. Certification from the Board that the District is in compliance with all provisions of the Service Plan.

13. Copies of any Agreements with the Developer entered into in the report year.

14. Copies of any Cost Verification Reports provided to the District in the report year.

15. Access information to obtain a copy of rules and regulations adopted by the Board.

C. Summary of Financial Information.

The annual report shall include a summary of the following information for the report year:

1. Final Assessed Value of Taxable Property within the District's boundaries as of December 31 of the Report Year.

2. Total acreage of property within the District's boundaries.

3. Most recently filed audited financial statements of the District, to the extent audited financial statements are required by state law or outstanding Debt, or most recently filed audit exemption.

4. Annual budget of the District for the report year.

5. Outstanding Debt (stated separately for each class of Debt).

6. Schedule of Debt service for outstanding debt (stated separately for each class of Debt).

7. The District's Public Improvements expenditures, categorized by improvement type.

8. The District's inability to pay any financial obligations as they come due, if applicable.

9. The amount and terms of any new Debt issued.

10. Any Developer Debt.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file a petition in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the District at the District's organizational meeting is attached as **Exhibit D**. The District shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the District's organizational meeting.

The District and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer's indemnification letter shall be submitted to the Town as part of this Service Plan. The District shall approve and execute the indemnification letter at its first Board meeting after its organizational election, in the same form as the indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the District's organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

A. Headings. 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 Service Plan.

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.

C. Town Expenses. The District shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in enforcing any provision of the Service Plan.

D. Disclosure Notice. The District's disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**. In addition to the statutory notice, the District will use reasonable efforts to assure that all End Users purchasing property within the District Boundaries receive a written notice regarding existing District mill levies, the Maximum Debt Mill Levy, and a general description of the District's authority to impose and collect fees.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;
3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the District are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and
9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Legal Description – Initial District Boundaries

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;

EXCEPT THE FOLLOWING PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THE SOUTH 57°03'39" EAST, A DISTANCE OF 109.75 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°47'55" EAST, A DISTANCE OF 785.83 FEET;

THENCE SOUTH 00°10'29" EAST, A DISTANCE OF 200.41 FEET;

THENCE NORTH 89°49'31" EAST, A DISTANCE OF 150.12 FEET;

THENCE SOUTH 10°10'29" EAST, A DISTANCE OF 179.67 FEET;

THENCE NORTH 79°27'52" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 10°32'08" EAST, A DISTANCE OF 269.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,160.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'42", AN ARC LENGTH OF 83.24 FEET;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 139.78 FEET;

THENCE SOUTH 87°06'31" WEST, A DISTANCE OF 118.90 FEET;

THENCE SOUTH 88°58'49" WEST, A DISTANCE OF 1,053.01 FEET;

THENCE NORTH 06°25'27" WEST, A DISTANCE OF 828.52 FEET;

THENCE NORTH 41°41'14" EAST, A DISTANCE OF 33.38 FEET TO THE **POINT OF BEGINNING**.

CONTAINING A NET TOTAL AREA OF 101.162 ACRES, (4,406,601 SQUARE FEET), MORE OR LESS.

EXHIBIT A-2

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Legal Description – Inclusion Area Boundaries

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.; TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 2, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 2 BEARS SOUTH 03°12'37" EAST, A DISTANCE OF 2,307.04 FEET, WITH ALL BEARINGS HEREIN RELATIVE THERETO;

THE SOUTH 57°03'39" EAST, A DISTANCE OF 109.75 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89°47'55" EAST, A DISTANCE OF 785.83 FEET;

THENCE SOUTH 00°10'29" EAST, A DISTANCE OF 200.41 FEET;

THENCE NORTH 89°49'31" EAST, A DISTANCE OF 150.12 FEET;

THENCE SOUTH 10°10'29" EAST, A DISTANCE OF 179.67 FEET;

THENCE NORTH 79°27'52" EAST, A DISTANCE OF 200.00 FEET;

THENCE SOUTH 10°32'08" EAST, A DISTANCE OF 269.37 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,160.00 FEET;

THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°06'42", AN ARC LENGTH OF 83.24 FEET;

THENCE SOUTH 06°25'27" EAST, A DISTANCE OF 139.78 FEET;

THENCE SOUTH 87°06'31" WEST, A DISTANCE OF 118.90 FEET;

THENCE SOUTH 88°58'49" WEST, A DISTANCE OF 1,053.01 FEET;

THENCE NORTH 06°25'27" WEST, A DISTANCE OF 828.52 FEET;

THENCE NORTH 41°41'14" EAST, A DISTANCE OF 33.38 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 19.998 ACRES, (871,131 SQUARE FEET), MORE OR LESS.

EXHIBIT B

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Johnstown Vicinity Map

Item #10.



VICINITY MAP
1" = 2000'



1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224
www.lja.com

LJA ENGINEERING

High Plains Estates
Patrick Peak Metro 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

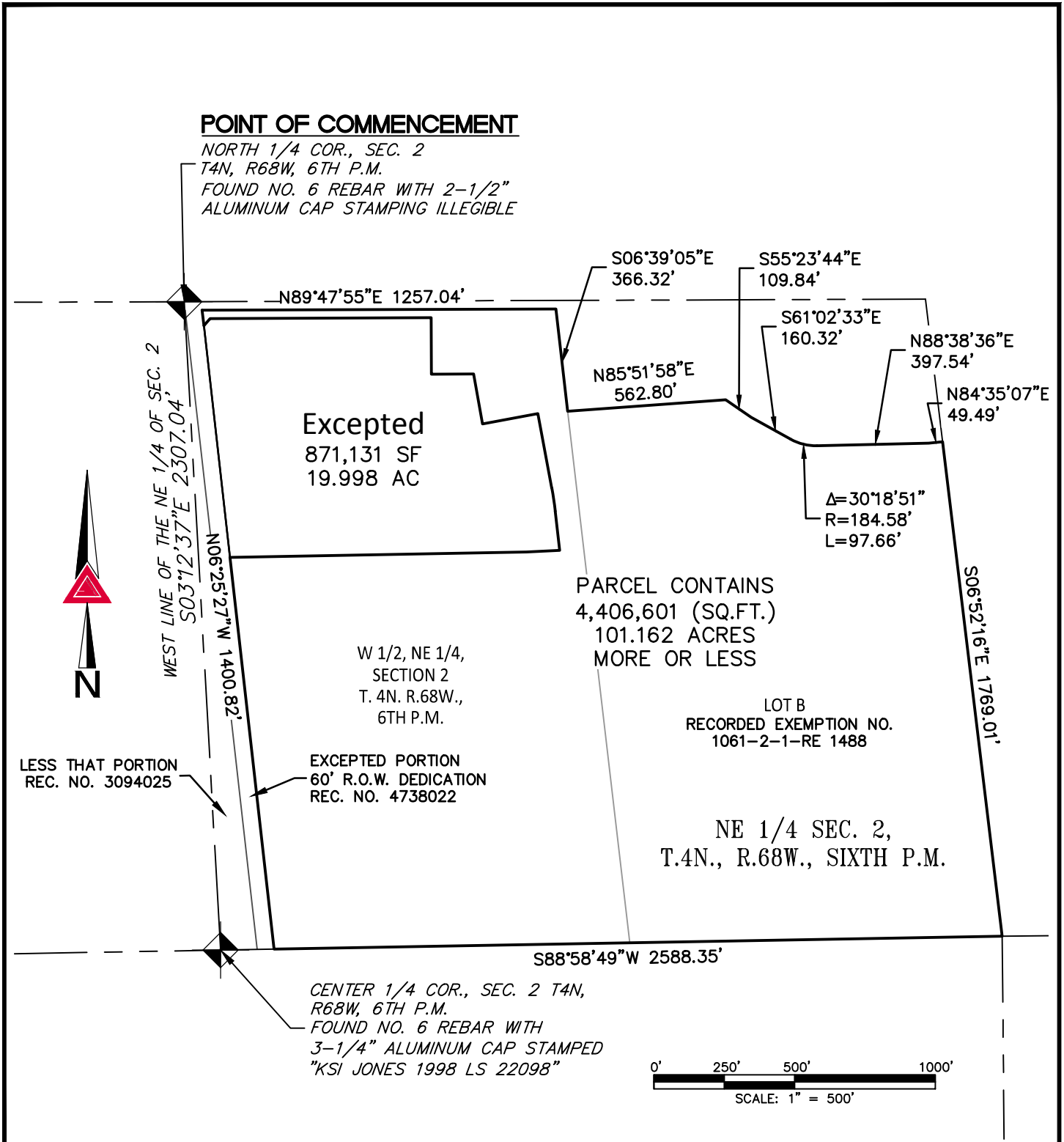
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EXHIBIT C-1

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Initial District Boundary Map

ILLUSTRATION TO EXHIBIT A



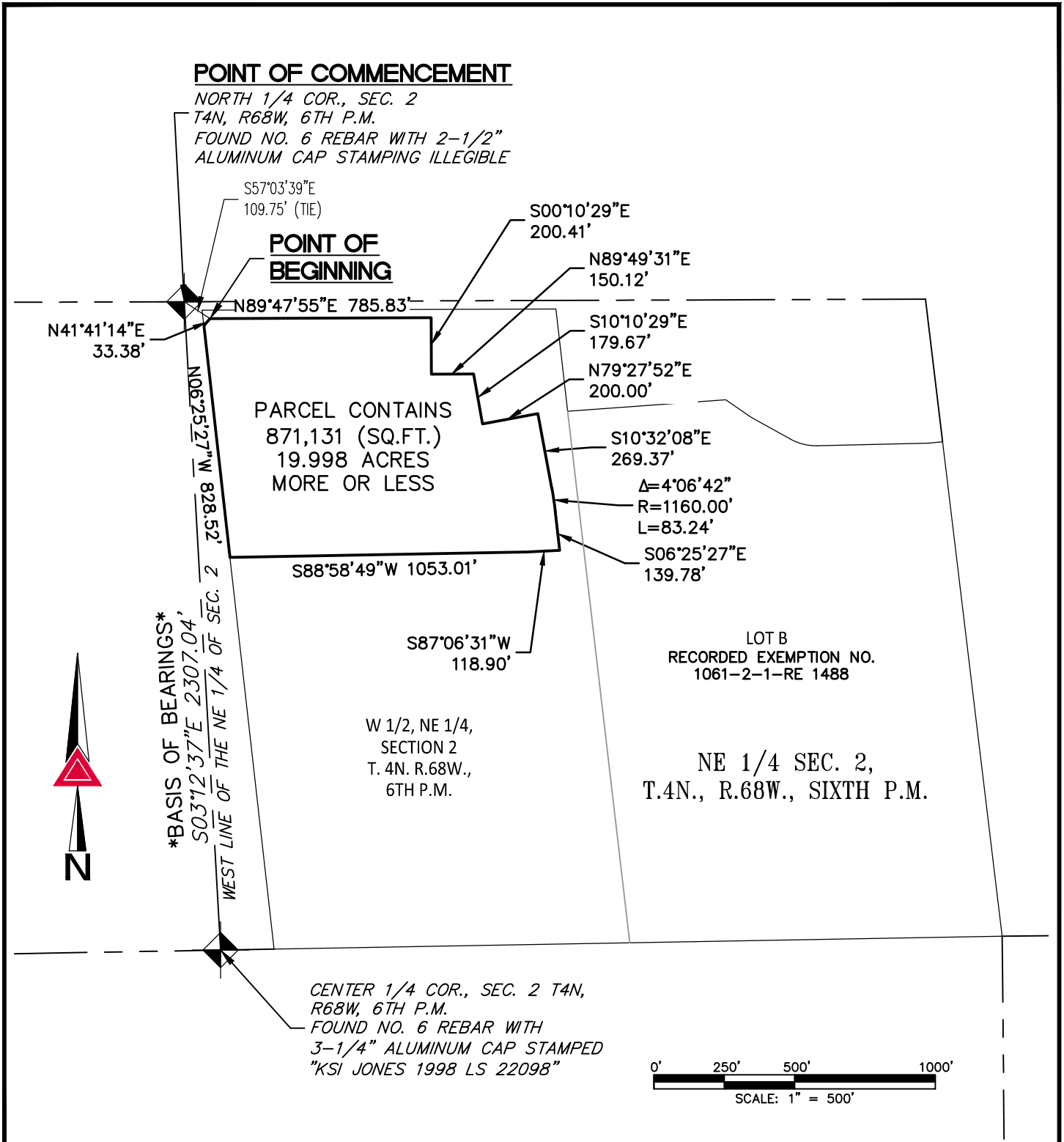
NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

EXHIBIT C-2

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Inclusion Area Boundary Map

ILLUSTRATION TO EXHIBIT A



NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.



PARCEL EXHIBIT
 NE 1/4, SEC. 2, T4N, R68W, 6TH P.M.
 JOHNSTOWN, COLORADO

PATH: Q:\164021-01 - HIGH PLAINS ESTATES\DWG\EXHIBITS\INCLUSION AREA.DWG
 JOB NUMBER: 164021-01 DATE: 8/2/2023 DWG: JEL CHK: 2 OF 2 S

EXHIBIT C-3

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Proofs of Ownership and Consent of Owners

State Documentary Fee

Date 10-1-21

\$950.00

When recorded return to:

High Plains Estate JV, LLC
555 Middle Creek Parkway, Suite 500
Colorado Springs, Colorado 80921
Attn: Joe Stifter

SPECIAL WARRANTY DEED

THIS DEED, made this 31st day of September, 2021, among **HPE L12 CAC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 CDC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 LJT LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 CFC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 SLC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 LMY LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE L12 KDC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 CAC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 CDC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 LJT LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 CFC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 SLC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 LMY LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **HPE S12 KDC LLC**, a Colorado limited liability company, as to an undivided 6.4902% interest, **JEANIE D MCDONALD CARLSON 2012 TRUST**, as to an undivided 0.3910% interest, **LISA CARLSON 2012 TRUST**, as to an undivided 0.3910% interest, **HEIDI CARLSON 2012 TRUST**, as to an undivided 0.3910% interest, **STEVEN E. YOUNG 2017 TRUST**, as to an undivided 6.0210% interest, **CRAIG L. THORNTON 2017 TRUST**, as to an undivided 1.5630% interest, and **CORY J. THORNTON**, as to an undivided 0.3802% interest, whose street address is 12460 1st Street, P.O. Box 247, Eastlake, Colorado 80614-0247 (collectively, the "**Grantor**"), and **HIGH PLAINS ESTATE JV, LLC**, a Delaware limited liability company, whose street address is 555 Middle Creek Parkway, Suite 500, Colorado Springs, Colorado 80921 ("**Grantee**");

WITNESSETH, That Grantor for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its, successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Weld, State of Colorado, described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**");

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

EXCEPTING AND RESERVING UNTO THE GRANTOR, all subsurface minerals, oil, gas and other hydrocarbon substances and geothermal resources and mineral rights, under or that may be produced from

{00219327 3}



2518 4443

the Property (collectively, the “**Minerals**”); provided, however, that Grantor and its respective successors, assigns, heirs and personal representatives relinquishes and terminates the right to access the Surface (as defined below) of the Property or any improvements located on the Property, including, without limitation, to explore for, develop or extract any Minerals, and it shall not damage, or cause subsidence of, or impair the subjacent or lateral support for, the Surface of the Property or any improvements thereon, in connection with the exploration, development or extraction of any such Minerals reserved by Grantor. The term “**Surface**” means from the finished grade of the Property to two hundred fifty (250) feet below the finished grade of the Property, or such greater depth as determined to be necessary to not compromise or impair the subjacent or lateral support for the Property or any improvements thereon. This relinquishment and termination is permanent and irrevocable and is a covenant that imposes a burden on the mineral estate reserved above and runs with the land.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor, for itself, its successors and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the title to above-bargained premises and the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except those matters expressly set forth on **Exhibit B** attached hereto and incorporated herein.

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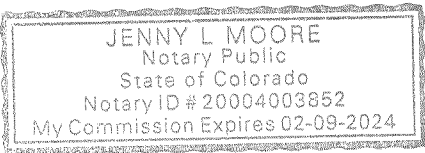
IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

HPE L12 CAC LLC,
 a Colorado limited liability company

By: [Signature]
 Name: Ryan L. Carlson
 Its: Manager

STATE OF COLORADO)
 COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Ryan L. Carlson, as Manager of HPE L12 CAC LLC, a Colorado limited liability company.



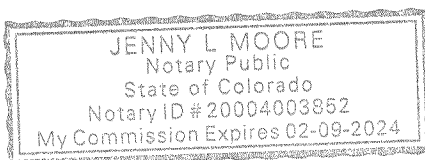
[Signature]
 Notary Public
 My Commission expires: 02/09/2024

HPE L12 CDC LLC,
 a Colorado limited liability company

By: [Signature]
 Name: Clarke D. Carlson
 Its: Manager

STATE OF COLORADO)
 COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Clarke D. Carlson, as Manager of HPE L12 CDC LLC, a Colorado limited liability company.



[Signature]
 Notary Public
 My Commission expires: 02/09/2024

HPE L12 LJT LLC,
a Colorado limited liability company

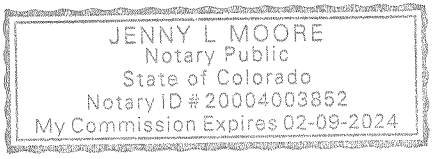
By: *Lisa J. Thornton*
Name: Lisa J. Thornton
Its: Manager

STATE OF COLORADO)
)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Lisa J. Thornton, as Manager of HPE L12 LJT LLC, a Colorado limited liability company.

Jenny L Moore
Notary Public

My Commission expires: 02/09/2024



HPE L12 CFC LLC,
a Colorado limited liability company

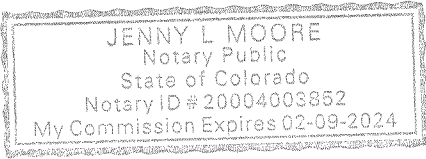
By: *Clay F. Carlson*
Name: Clay F. Carlson
Its: Manager

STATE OF COLORADO)
)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Clay F. Carlson, as Manager of HPE L12 CFC LLC, a Colorado limited liability company.

Jenny L Moore
Notary Public

My Commission expires: 02/09/2024



HPE L12 SLC LLC,
a Colorado limited liability company

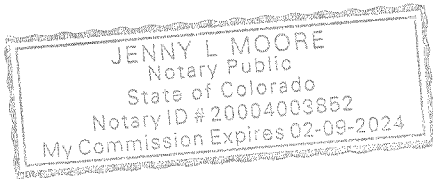
By: [Signature]
Name: Scott L. Carlson
Its: Manager

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Scott L. Carlson, as Manager of HPE L12 SLC LLC, a Colorado limited liability company.

[Signature]
Notary Public

My Commission expires: 08/09/2024



HPE L12 LMY LLC,
a Colorado limited liability company

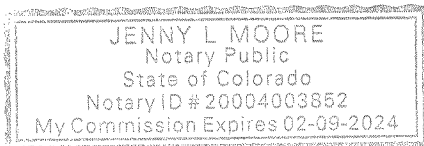
By: [Signature]
Name: Linnea M. Young
Its: Manager

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Linnea M. Young, as Manager of HPE L12 LMY LLC, a Colorado limited liability company.

[Signature]
Notary Public

My Commission expires: 08/09/2024



HPE L12 KDC LLC,
a Colorado limited liability company

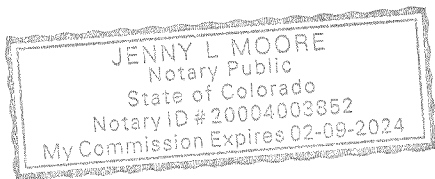
By: [Signature]
Name: Kent D. Carlson
Its: Manager

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Kent D. Carlson, as Manager of HPE L12 KDC LLC, a Colorado limited liability company.

[Signature]
Notary Public

My Commission expires: 02/09/2024



HPE S12 CAC LLC,
a Colorado limited liability company

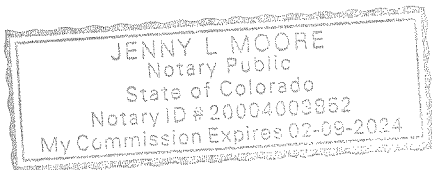
By: [Signature]
Name: Ryan L. Carlson
Its: Manager

STATE OF COLORADO)
COUNTY OF Adams) ss

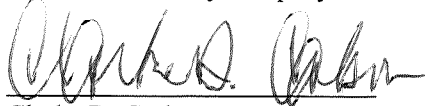
The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Ryan L. Carlson, as Manager of HPE S12 CAC LLC, a Colorado limited liability company.

[Signature]
Notary Public

My Commission expires: 02/09/2024

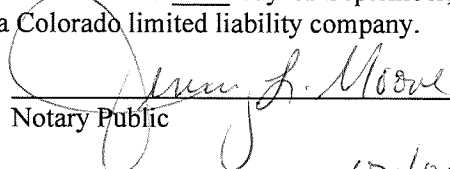


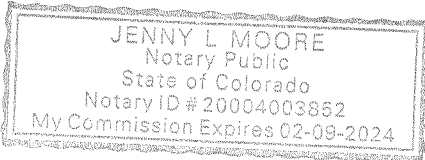
HPE S12 CDC LLC,
a Colorado limited liability company

By: 
Name: Clarke D. Carlson
Its: Manager


STATE OF COLORADO)
))
COUNTY OF Adams)) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by
Clarke D. Carlson, as Manager of HPE S12 CDC LLC, a Colorado limited liability company.


Notary Public
My Commission expires: 02/09/2024

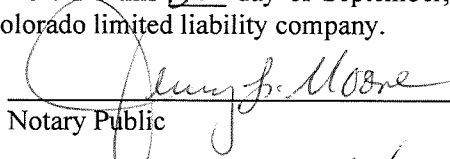


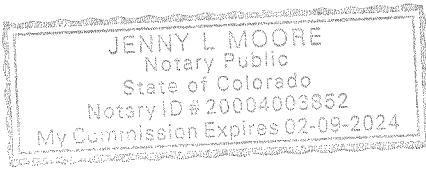
HPE S12 LJT LLC,
a Colorado limited liability company

By: 
Name: Lisa J. Thornton
Its: Manager

STATE OF COLORADO)
))
COUNTY OF Adams)) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by
Lisa J. Thornton, as Manager of HPE S12 LJT LLC, a Colorado limited liability company.


Notary Public
My Commission expires: 02/09/2024



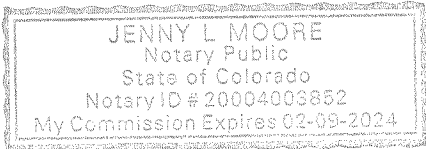
Item #10.

HPE S12 CFC LLC,
 a Colorado limited liability company

By: *[Signature]*
 Name: Clay F. Carlson
 Its: Manager

STATE OF COLORADO)
)
 COUNTY OF Adams) SS

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Clay F. Carlson, as Manager of HPE S12 CFC LLC, a Colorado limited liability company.



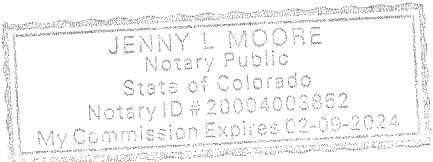
[Signature]
 Notary Public
 My Commission expires: 02/09/2024

HPE S12 SLC LLC,
 a Colorado limited liability company

By: *[Signature]*
 Name: Scott L. Carlson
 Its: Manager

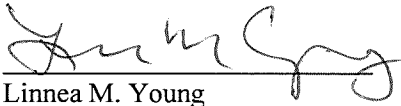
STATE OF COLORADO)
)
 COUNTY OF Adams) SS

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Scott L. Carlson, as Manager of HPE S12 SLC LLC, a Colorado limited liability company.



[Signature]
 Notary Public
 My Commission expires: 02/09/2024

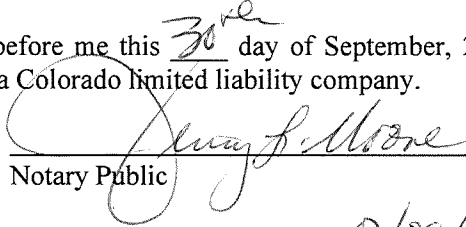
HPE S12 LMY LLC,
a Colorado limited liability company

By: 
Name: Linnea M. Young
Its: Manager

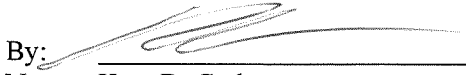
STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Linnea M. Young, as Manager of HPE S12 LMY LLC, a Colorado limited liability company.

JENNY L. MOORE
Notary Public
State of Colorado
Notary ID # 20004003862
My Commission Expires 02-09-2024


Notary Public
My Commission expires: 02/09/2024

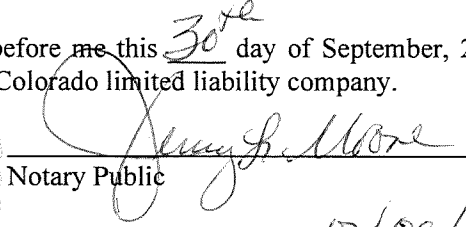
HPE S12 KDC LLC,
a Colorado limited liability company

By: 
Name: Kent D. Carlson
Its: Manager

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Kent D. Carlson, as Manager of HPE S12 KDC LLC, a Colorado limited liability company.

JENNY L. MOORE
Notary Public
State of Colorado
Notary ID # 20004003862
My Commission Expires 02-09-2024

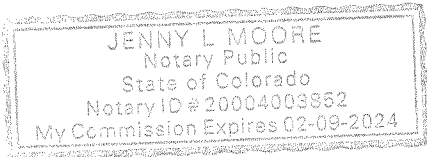

Notary Public
My Commission expires: 02/09/2024

JEANIE D MCDONALD CARLSON 2012 TRUST

By: [Signature]
Name: Clay F. Carlson
Its: Trustee

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Clay F. Carlson as Trustee of the Jeanie D McDonald Carlson 2012 Trust.



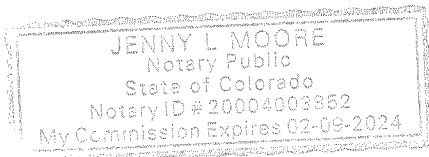
[Signature]
Notary Public
My Commission expires: 02/09/2024

LISA CARLSON 2012 TRUST

By: [Signature]
Name: Scott L. Carlson
Its: Trustee

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Scott L. Carlson as Trustee of the Lisa Carlson 2012 Trust.



[Signature]
Notary Public
My Commission expires: 02/09/2024

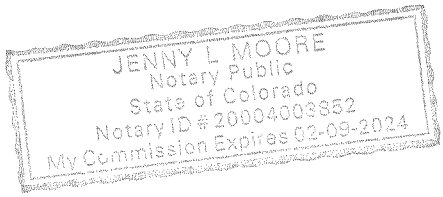
HEIDI CARLSON 2012 TRUST

By: [Signature]
Name: Kent D. Carlson
Its: Trustee

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Kent D. Carlson as Trustee of the Heidi Carlson 2012 Trust.

[Signature]
Notary Public
My Commission expires: 08/09/2024



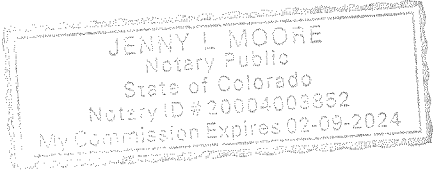
STEVEN E. YOUNG 2017 TRUST

By: [Signature]
Name: Steven E. Young
Its: Trustee

STATE OF COLORADO)
COUNTY OF Adams) ss

The foregoing instrument was acknowledged before me this 30th day of September, 2021, by Steven E. Young as Trustee of the Steve E. Young 2017 Trust.

[Signature]
Notary Public
My Commission expires: 08/09/2024



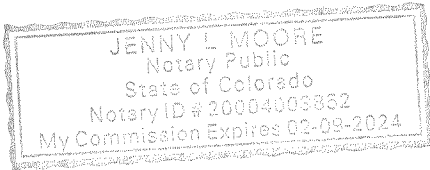
CRAIG L. THORNTON 2017 TRUST

By: *Craig L. Thornton*
Name: Craig L. Thornton
Its: Trustee

STATE OF COLORADO)
COUNTY OF *Adams*) SS

The foregoing instrument was acknowledged before me this *30th* day of September, 2021, by Craig L. Thornton as Trustee of the Craig L. Thornton 2017 Trust.

Jenny L. Moore
Notary Public
My Commission expires: *02/09/2024*



Cory J. Thornton
Cory J. Thornton

STATE OF COLORADO)
COUNTY OF *Adams*) SS

The foregoing instrument was acknowledged before me this *30th* day of September, 2021, by Cory J. Thornton, an individual.

Jenny L. Moore
Notary Public
My Commission expires: *02/09/2024*

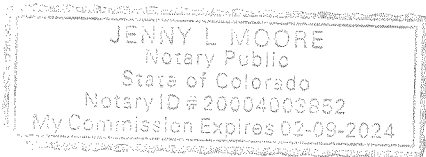


EXHIBIT A

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.

EXHIBIT B

PERMITTED EXCEPTIONS

1. TAXES AND ASSESSMENTS FOR THE YEAR 2021 AND SUBSEQUENT YEARS, A LIEN NOT YET DUE OR PAYABLE.
2. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
3. RIGHT OF WAY FOR COUNTY ROADS 30 FEET ON EITHER SIDE OF SECTION AND TOWNSHIP LINES, AS ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS FOR WELD COUNTY, RECORDED OCTOBER 14, 1889 IN BOOK 86 AT PAGE 273.
4. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 16, 1894, IN BOOK 51 AT PAGE 248.
5. TERMS, CONDITIONS AND PROVISIONS OF RESERVATION IN DEED FOR DITCH LATERALS RECORDED MARCH 05, 1917 IN BOOK 474 AT PAGE 123.
6. TERMS, CONDITIONS AND PROVISIONS OF ORDER RECORDED JUNE 07, 1944 IN BOOK 772 AT PAGE 318 (LARIMER COUNTY RECORDS).
7. TERMS, CONDITIONS AND PROVISIONS OF FINDINGS AND DECREE RECORDED NOVEMBER 18, 1950 IN BOOK 1286 AT PAGE 202.
8. TERMS, CONDITIONS AND PROVISIONS OF ORDER RECORDED JULY 07, 1952 AT RECEPTION NO. 1133851.
9. UNDIVIDED 1/2 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED, RECORDED JULY 10, 1975 AT RECEPTION NO. 1664745, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
10. TERMS, CONDITIONS AND PROVISIONS OF MEMORANDUM RECORDED JUNE 21, 1965 AT RECEPTION NO. 1466366.
11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF EXEMPTION RECORDED JUNE 02, 1993 UNDER RECEPTION NO. 2335286.
12. OIL AND GAS LEASES RECORDED SEPTEMBER 14, 1977 UNDER RECEPTION NO. 1730361 AND 1730360, ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN.

NOTE: AFFIDAVIT OF EXTENSIONS WERE RECORDED FEBRUARY 04, 1983 UNDER RECEPTION NO. 1916525 AND 1916524.

DECLARATION OF POOLING AND POOLING AGREEMENTS IN CONNECTION THEREWITH WERE RECORDED SEPTEMBER 8, 1982 UNDER RECEPTION NO. 1903109, 1903110, 1903112 AND RECORDED FEBRUARY 4, 1983 UNDER RECEPTION NO. 1916520.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

13. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION MAP RECORDED JUNE 21, 2004 AT RECEPTION NO. 3190853.
14. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED JUNE 21, 2004 AT RECEPTION NO. 3190854.
15. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY GRANT RECORDED OCTOBER 18, 2004 AT RECEPTION NO. 3228257.
16. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED MAY 21, 2012, UNDER RECEPTION NO. 3847420, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
17. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS CONVEYED IN INSTRUMENT RECORDED JUNE 29, 2012, UNDER RECEPTION NO. 3855906, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
18. OIL AND GAS LEASE BETWEEN LSC HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY, LESSOR, AND EXTRACTION OIL & GAS, LESSEE, RECORDED APRIL 07, 2014 UNDER RECEPTION NO. 4007237, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

DECLARATION OF POOLING AND UNITIZATION IN CONNECTION THEREWITH WAS RECORDED OCTOBER 13, 2016 UNDER RECEPTION NO. 4244748.

NOTE: THE PRESENT OWNERSHIP OF THE LEASEHOLD CREATED BY SAID LEASE AND OTHER MATTERS AFFECTING THE INTEREST OF THE LESSEE ARE NOT SHOWN HEREIN.

19. TERMS, CONDITIONS AND PROVISIONS OF MINERAL RESERVATION AS SET FORTH IN THIS SPECIAL WARRANTY DEED.

April 12, 2023

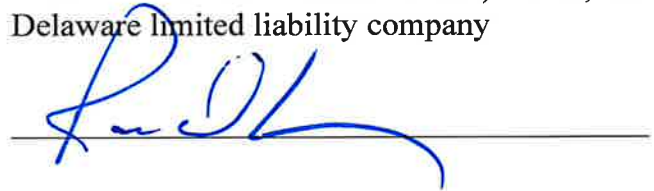
Town of Johnstown
c/o Carolyn R. Steffl, Esq., Special Counsel
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302

RE: High Plains Estates Metropolitan District (the “District”)

Dear Ms. Steffl:

High Plains Estate JV, LLC, a Delaware limited liability company (the “**Property Owner**”), is the owner of the property described in **Exhibit A**, which property constitutes the entirety of the territory proposed for inclusion within the boundaries of the District. The purpose of this letter is to advise the Town of Johnstown that the Property Owner consents to the organization of the District.

HIGH PLAINS ESTATE JV, LLC, a
Delaware limited liability company



Randy O’Leary
Printed Name

Chief Executive Officer
View Homes Incorporated, a Texas Corporation
Its Administrative Member
Title

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

JOH W2NE4 2-4-68 (KLEIN I-25 ANNEX) EXC BEG N 4COR S06.24E 2315.53'TO S LN NE4
S88.59 W129.91' TO C1/4 N03.11W 2306.94'

PIN: 106102100031

AND

JOH PT E2NE4 2-4-68 (KLEIN I-25 ANNEX) LOT B REC EXEMPT RE-1488

PIN: 106102100021

EXHIBIT D

SERVICE PLAN FOR *HIGH PLAINS ESTATES METROPOLITAN DISTRICT*

Intergovernmental Agreement between the District and Johnstown

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
HIGH PLAINS ESTATES METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, 2023, by and between the TOWN OF JOHNSTOWN, a municipal corporation of the State of Colorado (“Town”), and HIGH PLAINS ESTATES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on _____, 2023 (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.
2. Trails and Amenities. The District may own, operate, and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District’s residents subsidizing the use by non-residents of the District. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements,

other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved by the Town or such other governmental entities. The District shall obtain the Town's approval of civil engineering plans

and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District agrees that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of the District's revenue.

12. Conveyance. The District agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

Prior to the issuance of any Privately Placed Debt to a Director of the District or to an entity with respect to which a Director of the District must make disclosure under Section 24-18-109, C.R.S., the District issuing such Privately Placed Debt shall also obtain the certification of an External Financial Advisor in form substantially as follows:

[We are/I am] an External Financial Advisor within the meaning of the District's Service Plan.

[We/I] certify that the interest rate of such debt does not exceed the lesser of (1) the Municipal Market Data "AAA" General Obligation, Thirty-Year Constant Maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of such Debt; or (2) the current market interest rate for the debt based on criteria determined by [me/us] including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt, considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all or a portion of the property with the Inclusion Area Boundaries only after approval by the Town of an Approved Development Plan applicable to the property to be included and shall provide written notice to the Town of all such inclusions concurrently therewith. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The District shall only include within its boundaries property that has been annexed to the Town and no portion of the District shall ever consist of property not within the Town's corporate boundaries.

15. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of an Approved Development Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

16. Maximum Debt Authorization. The District shall not issue Debt in excess of Thirty-Nine Million Dollars (\$39,000,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the District shall not count against the Maximum Debt Authorization set forth herein.

17. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses related to services, programs or facilities furnished by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. Notwithstanding the foregoing, the Districts may increase Recurring Fees by up to 3% per year to keep pace with rising labor and material costs without the need for additional Town

approval. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

18. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

19. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior approval of Town Council.

20. Public Improvement Fee Limitation. The District shall not collect, receive, spend, or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax, or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

21. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

22. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the District from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the District purchases from the Developer or for which the District reimburses the Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the District shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Town's Municipal Code; and (c) the District's reimbursement to the Developer shall not exceed the amount of the Developer's actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

23. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District's exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise their statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District's boundaries. In no event shall the District exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

24. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.

25. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

26. Reimbursement Agreement with Adjacent Landowners. If the District utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written

approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

27. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

28. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are reasonable and are related to the provision of the Public Improvements or are related to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the Cost Verification Reports to the Town.

29. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, reimbursement of the funds advanced for such administration, operations or maintenance costs, are receivable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

30. Board Meetings and Website Limitations. Once an End User owns property in the District, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The District shall establish and maintain a public website and the District's website shall include the name of the Project or a name that allows residents of the community and the District to readily locate the District online and shall also include an updated street map for those properties within the District that have constructed streets that are open for public use. In addition, the District shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., on the District's website.

31. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's actual consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

32. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

33. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be forty (40) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if a majority of the Board of the District are End Users, and such District Board authorizes such a Maximum Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

34. Maximum Operations and Maintenance Mill Levy. The maximum Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District's administrative, operations and maintenance

costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of a District shall be ten (10) mills and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users, such Board may eliminate the maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

35. Subdistricts. To the extent that the District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

36. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses after forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Directors on the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

37. Dissolution. Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

38. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally

recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: High Plains Estates Metropolitan District
c/o WHITE BEAR ANKELE TANAKA AND WALDRON
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122
Attn: Blair M. Dickhoner, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801

To the Town: Attn: Town Manager
Town of Johnstown
223 1st Street
Johnstown, CO 80615
Phone: (970) 454-3338

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

39. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

40. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

41. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

- 42. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.
- 43. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 44. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 45. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.
- 46. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 47. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 48. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the District are required to construct, or pay any debt or liability of the District, including any Bonds.
- 49. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.
- 50. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

HIGH PLAINS ESTATES METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
_____, Mayor

Attest:

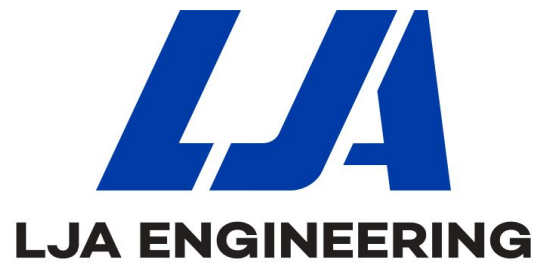
By: _____
_____, Town Clerk

APPROVED AS TO FORM: _____

EXHIBIT E

SERVICE PLAN FOR HIGH PLAINS ESTATES METROPOLITAN DISTRICT

Capital Plan



**High Plains Estates Metro District (HPEMD)
Improvements Cost**

Prepared for:

COLA, LLC./VIEW HOMES
555 Middle Creek Pkwy., Suite 500
Johnstown, Colorado 80921



Date Prepared:
May 24, 2023

LJA Project No. 1073-01

**HPEMD Improvements
Cost for
High Plains Estates
1073-01**

Item #10.

High Plains Estates

Total Project Cost - SUMMARY			
DESCRIPTION	TOTAL	Cost Per Lot	Cost Per Acre
High Plains Estates - Onsite			
Roads	\$8,614,752.00		
Storm Sewer	\$3,290,650.00		
Water	\$4,037,239.85		
Sanitary	\$2,448,205.00		
Total Onsite District Improvements Costs		\$18,390,846.85	
High Plains Estates - Offsite			
Storm Sewer	\$568,126.00		
Water	\$212,951.70		
Sanitary	\$355,480.00		
Total Offsite District Improvements Costs		\$1,136,558	
Total HPE (Onsite + Offsite)		\$19,527,404.55	
Contingency Amount	20%	\$3,905,480.91	
High Plains Estates - Water Acquisition			
Raw Water Acquisition	\$10,000,000		
Total High Plains Estates with Contingency		\$33,432,885.46	

**HPEMD Improvements
Cost for
High Plains Estate
1073-01**

Item #10.

Onsite

Description	Quantity	Unit	Unit Cost	Total Cost
I. Roads				
Local Residential	12,880	LF	\$350.00	\$4,508,000.00
Collector (without Parking)	2,272	LF	\$385.00	\$874,720.00
Collector (with Parking)	1,626	LF	\$472.00	\$767,472.00
1/2 Arterial - Veteran's Pkwy.	1,320	LF	\$428.00	\$564,960.00
1/2 Arterial - High Plains Blvd.	2,286	LF	\$500.00	\$1,143,000.00
Concrete Alley (26' Wide)	2,962	LF	\$175.00	\$518,350.00
ADA Ramps	75	EA	\$1,750.00	\$131,250.00
Crosspans	6	EA	\$5,500.00	\$33,000.00
Drivecut	4	EA	\$3,500.00	\$14,000.00
Signage & Striping	1	LS	\$60,000.00	\$60,000.00
Roads Subtotal				\$8,614,752
II. Storm Sewer				
12" RCP	78	LF	\$75.00	\$5,850.00
15" HDPE	1,632	LF	\$60.00	\$97,920.00
18" RCP	1,214	LF	\$85.00	\$103,190.00
24" RCP	4,279	LF	\$115.00	\$492,085.00
30" RCP	1,933	LF	\$145.00	\$280,285.00
36" RCP	1,093	LF	\$180.00	\$196,740.00
42" RCP	2,013	LF	\$230.00	\$462,990.00
48" RCP	907	LF	\$270.00	\$244,890.00
5' Type R Inlet	15	EA	\$8,100.00	\$121,500.00
10' Type R Inlet	33	EA	\$12,500.00	\$412,500.00
15' Type R Inlet	1	EA	\$16,000.00	\$16,000.00
Type C Inlet	6	EA	\$5,000.00	\$30,000.00
ADS Inlet	10	EA	\$1,000.00	\$10,000.00
Flaired End Section	5	EA	\$4,500.00	\$22,500.00
4' MH	23	EA	\$5,900.00	\$135,700.00
5' MH	15	EA	\$7,500.00	\$112,500.00
6' MH	16	EA	\$9,750.00	\$156,000.00
Outlet Structure (small)	1	EA	\$30,000.00	\$30,000.00
Outlet Structure (large)	1	EA	\$60,000.00	\$60,000.00
Forebay (small)	3	EA	\$20,000.00	\$60,000.00
Forebay (Large)	6	EA	\$35,000.00	\$210,000.00
Pond Maintenance Access Path	2	EA	\$15,000.00	\$30,000.00
Storm Sewer Subtotal				\$3,290,650

**HPEMD Improvements
Cost for
High Plains Estate
1073-01**

Item #10.

Onsite

Description	Quantity	Unit	Unit Cost	Total Cost
III. Water				
6" DIP Waterline, Incl. Fittings	600	LF	\$55.00	\$33,000.00
8" PVC Waterline, Incl. Fittings @ 1 per 200 LF	14,572	LF	\$65.00	\$947,180.00
12" PVC Waterline, Incl. Fittings @ 1 per 200 LF	4,881	LF	\$100.00	\$488,100.00
8" x 6" Tee, Incl. 3 Valves	25	EA	\$10,000.00	\$250,000.00
12" x 6" Tee Incl. 3 Valves	9	EA	\$14,500.00	\$130,500.00
8" x 8" Tee, Incl. 3 Valves	17	EA	\$11,250.00	\$191,250.00
12" x 8" Tee, Incl. 3 Valves	6	EA	\$16,310.00	\$97,860.00
8" x 8" Cross, incl. 4 Valves	1	EA	\$17,500.00	\$17,500.00
12" x 8" Cross, Incl. 4 Valves	2	EA	\$19,610.00	\$39,220.00
12" x 12" Cross, Incl. 4 Valves	1	EA	\$25,000.00	\$25,000.00
Water Lowering (2/3 of all Water/Storm Crossings)	23	EA	\$6,000.00	\$138,000.00
Fire Hydrant	39	EA	\$10,000.00	\$390,000.00
3/4" Service, Incl. Stop & Meter Pit	411	EA	\$3,000.00	\$1,233,000.00
Connect to existing	3	EA	\$2,500.00	\$7,500.00
Testing	20,053	LF	\$2.45	\$49,129.85
Water Subtotal				\$4,037,240
IV. Sanitary				
8" SDR 35	14,963	LF	\$70.00	\$1,047,410.00
10" SDR 35	521	LF	\$75.00	\$39,075.00
4' Manhole	81	EA	\$5,200.00	\$421,200.00
4" Sanitary Sewer Service	411	EA	\$2,100.00	\$863,100.00
Testing	15,484	LF	\$5.00	\$77,420.00
Sanitary Subtotal				\$2,448,205
SUMMARY				
Project Infrastructure Improvements:				
		Total	Roads	\$8,614,752
		Total	Storm Sewer	\$3,290,650
		Total	Water	\$4,037,240
		Total	Sanitary	\$2,448,205
Grand Total				\$18,390,847

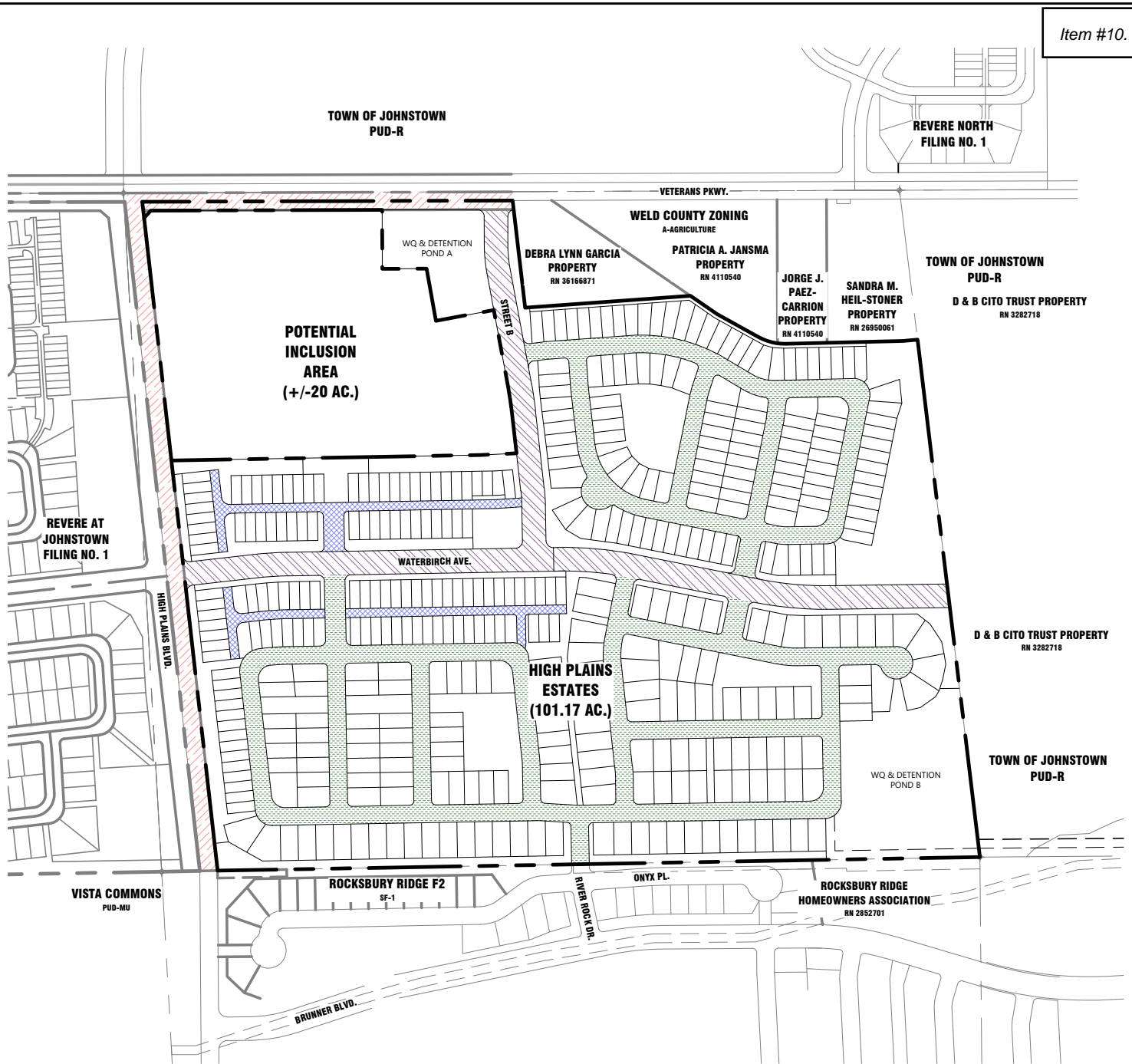
**HPEMD Improvements
Cost for
High Plains Estate
1073-01**

Item #10.

Offsite

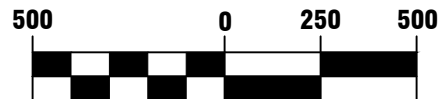
Description	Quantity	Unit	Unit Cost	Total Cost
I. Storm Sewer				
42" RCP	2,288	LF	\$227.00	\$519,376.00
6' MH	5	EA	\$9,750.00	\$48,750.00
Storm Sewer Subtotal				\$568,126
II. Water				
12" PVC Waterline, Incl. Fittings @ 1 per 200 LF	1,266	LF	\$100.00	\$126,600.00
12" x 6" Tee, Incl. 3 Valves	1	EA	\$14,500.00	\$14,500.00
12" x 12" Tee, Incl. 3 Vavles	3	EA	\$18,750.00	\$56,250.00
Fire Hydrant	1	EA	\$10,000.00	\$10,000.00
Connect to existing	1	EA	\$2,500.00	\$2,500.00
Testing	1,266	LF	\$2.45	\$3,101.70
Water Subtotal				\$212,952
III. Sanitary				
10" SDR 35	2,661	LF	\$75.00	\$199,575.00
4' Manhole	8	EA	\$5,200.00	\$41,600.00
24" Steel Casing	100	LF	\$980.00	\$98,000.00
Connection to Ex. Manhole	1	EA	\$3,000.00	\$3,000.00
Testing	2,661	LF	\$5.00	\$13,305.00
Sanitary Subtotal				\$355,480
<u>SUMMARY</u>				
Project Infrastructure Improvements:				
		Total	Storm Sewer	\$568,126
		Total	Water	\$212,952
		Total	Sanitary	\$355,480
Grand Total				\$1,136,558

Item #10.



Street Type Legend

-  Arterial Street
-  Collector Street
-  Local Street
-  Alleyway



SCALE
1 inch = 500 ft.



1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224
www.lja.com

High Plains Estates Metro District Cost Improvement Exhibits

LJA ENGINEERING

Prepared: DKH
Approved: KRL

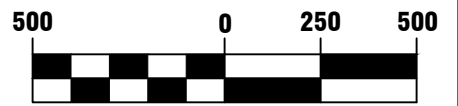
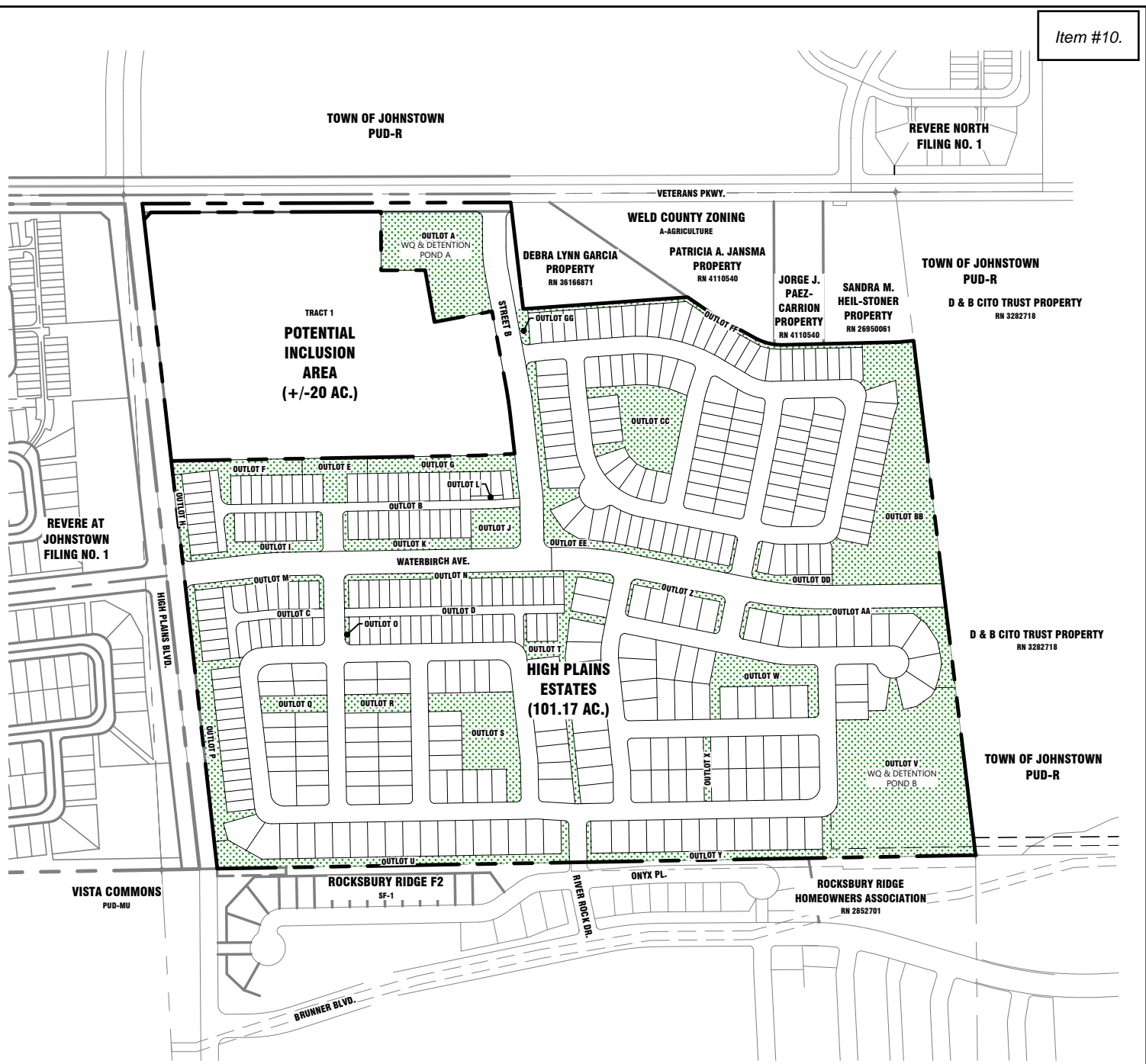
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Job No.: 1073-01
Date: May 23, 2023

Sheet: 2

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Item #10.



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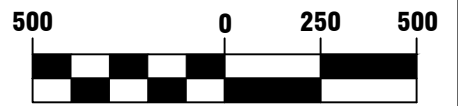
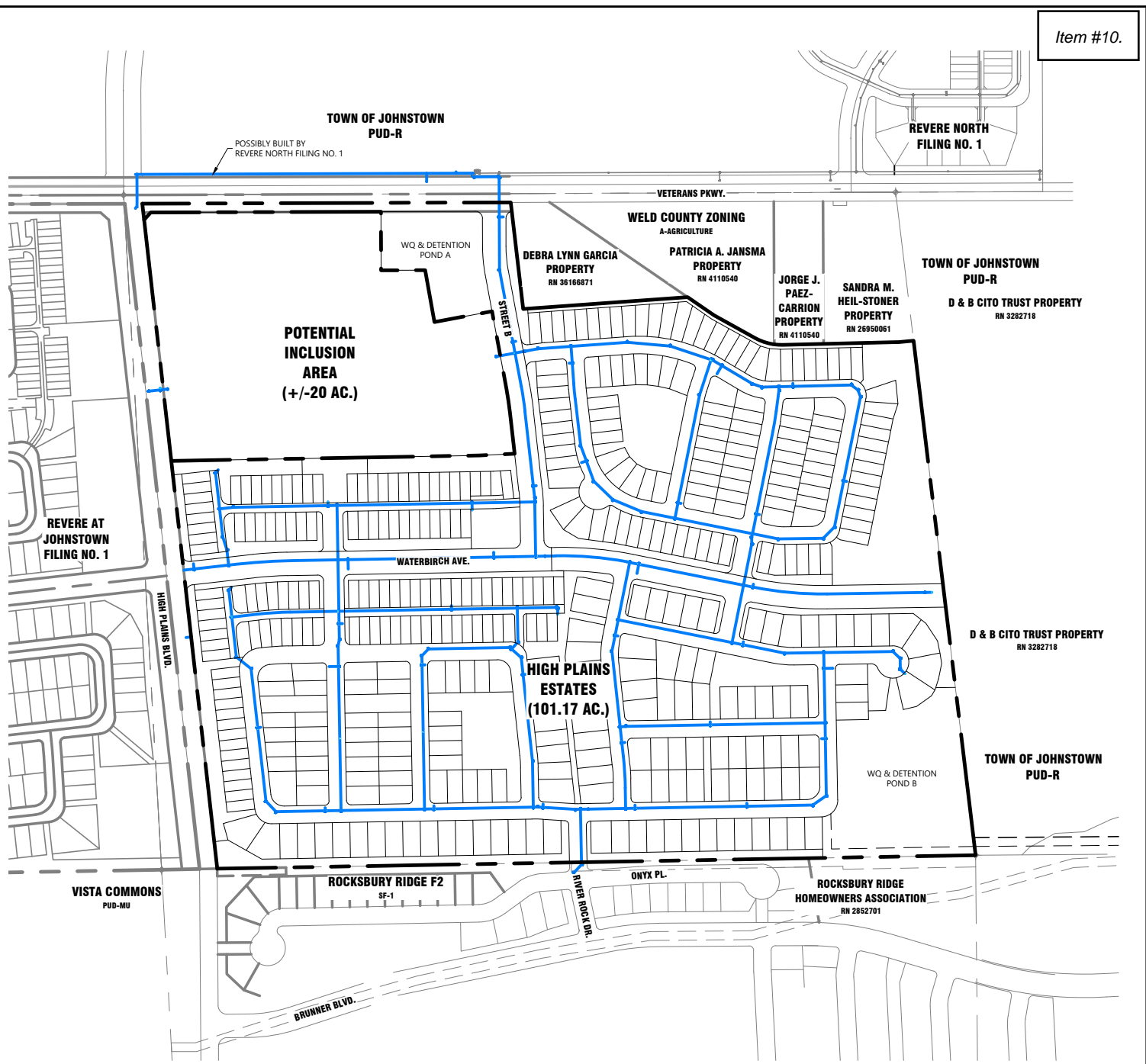
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High Plains Estates Metro District Cost Improvement Exhibits

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Prepared: DKH	Horiz. Scale: 1" = 500'	Job No.: 1073-01	Sheet: 3	582
Approved: KRL	Vert. Scale: N/A	Date: May 23, 2023		

Item #10.



SCALE
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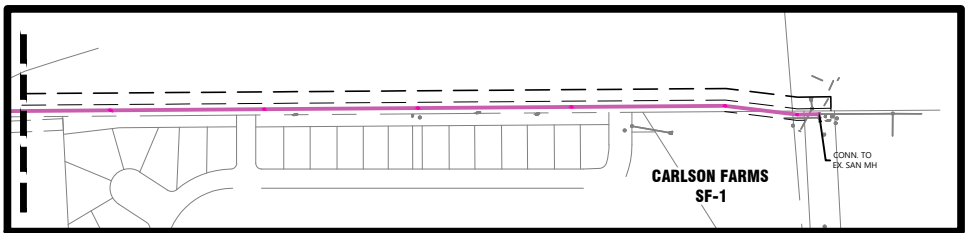
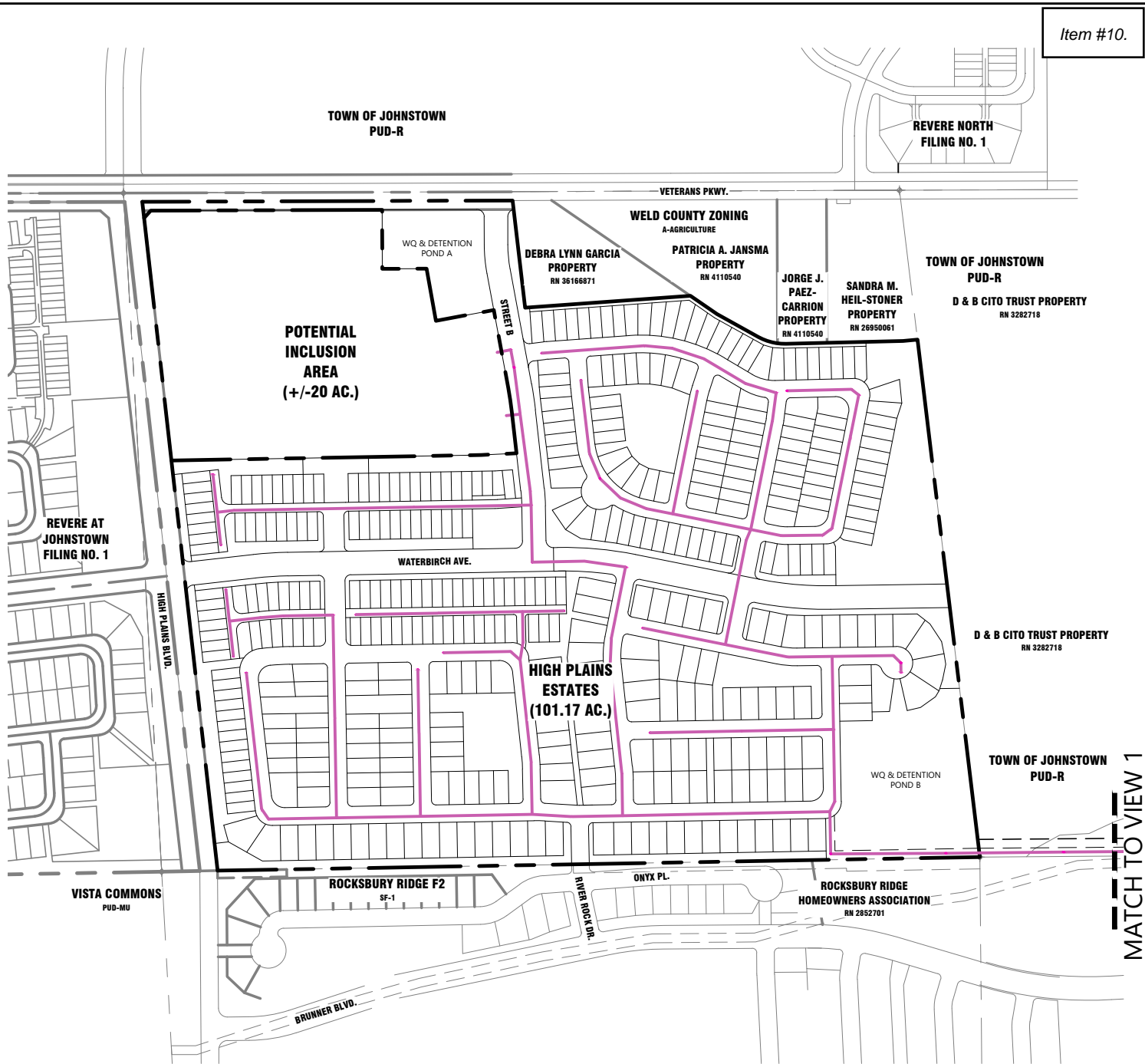
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High Plains Estates Metro District Cost Improvement Exhibits
Water System Exhibit

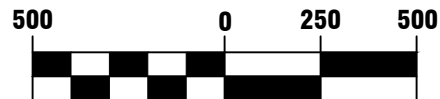
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Approved: KRL	Vert. Scale: N/A	Date: May 23, 2023		

Item #10.



VIEW 1 - OFFSITE
SANITARY SEWER CONNECTION



SCALE
1 inch = 500 ft.



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High Plains Estates Metro District Cost Improvement
Exhibits
Sanitary Sewer Exhibit

LJA ENGINEERING

Prepared: DKH
Approved: KRL

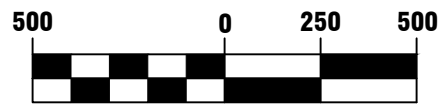
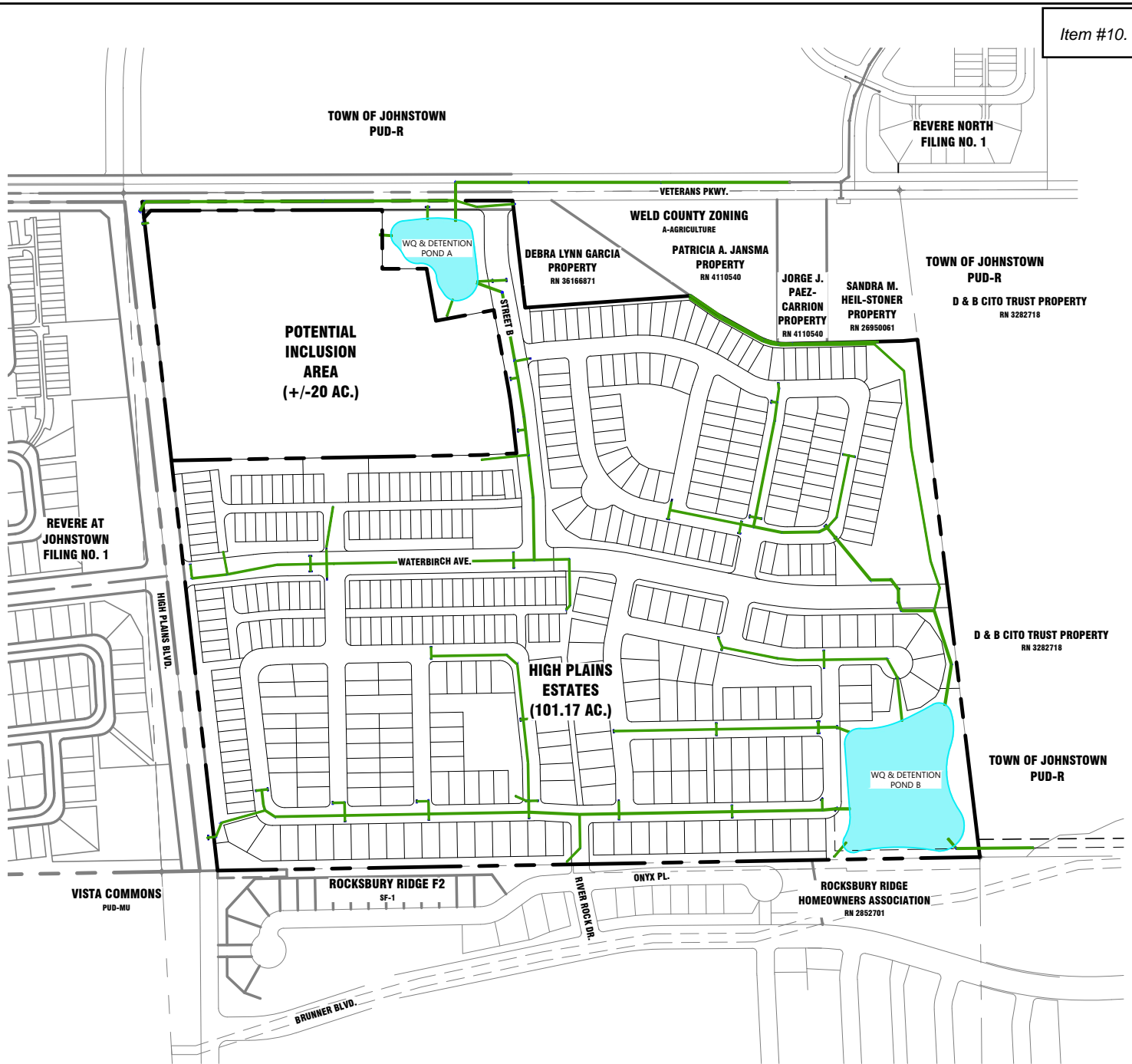
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Vert. Scale: N/A

Job No.: 1073-01
Date: May 23, 2023

Sheet: 5

584

Item #10.



SCALE
1 inch = 500 ft.



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High Plains Estates Metro District Cost Improvement Exhibits
Storm Sewer Exhibit

Prepared: DKH	Horiz. Scale: 1" = 500'	Job No.: 1073-01	Sheet: 6	585
Approved: KRL	Vert. Scale: N/A	Date: May 23, 2023		

LJA ENGINEERING

EXHIBIT F

SERVICE PLAN FOR HIGH PLAINS ESTATES METROPOLITAN DISTRICT

Financial Plan

August 10, 2023

Proposed High Plains Estates Metropolitan District
 Attention: Eve Velasco
 White Bear Ankele Tanaka & Waldron, P.C.
 2154 E. Commons Ave., Ste. 2000
 Centennial, CO 80122

RE: High Plains Estates Metropolitan District

We have analyzed the bonding capacity for the proposed High Plains Estates Metropolitan District (the “District”). The analysis presented summarizes and presents information provided by View Homes (the “Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2023 market values.

1. The development is planned for single family residential uses as outlined below. In all cases, it is assumed home prices will increase at a rate of 2% per annum through build-out.
 - a. 130 25’ alley-loaded homes, which are projected to be completed at a pace of 48 homes per year beginning in the 4th quarter of 2025 through 2028. The average price is modeled at \$475,000.
 - b. 72 40’ single-family detached homes, which are projected to be completed at a pace ranging from 9 to 36 homes per year from 2025 through 2027. The average price is modeled at \$560,000.
 - c. 128 30’ single-family detached homes, which are projected to be completed at a pace ranging from 48 homes per year beginning in the 4th quarter of 2026 through 2029. The average price is modeled at \$510,000.
 - d. 81 50’ single-family detached homes, which are projected to be completed at a pace ranging from 36 homes per year beginning in the 4th quarter of 2026 through 2028. The average price is modeled at \$605,000.
2. The residential debt service mill levy target is 40 mills (with a cap of 40 mills) beginning in tax collection year 2025.
3. The District is anticipated to impose and collect a Development Fee not to exceed \$3,000, not subject to annual inflation, per residential unit, which will be paid by the vertical builder at the time a building permit is issued.
4. The District is anticipated to impose and collect a Water Resource Fee not to exceed \$24,500, subject to 3.00% annual inflation, per residential unit, which will be paid by the vertical builder at the time a building permit is issued.

5. The District is modeled to issue senior bonds in December 2024 with a par of \$21,735,000. An interest rate of 5.00% was modeled based upon an initial 30-year term. At issuance, it is projected that the District will fund \$684,700 in costs of issuance for the 2024 Bonds with bond proceeds. It is estimated that an additional \$497,815 will be deposited into a capitalized interest fund and \$1,574,000 will be deposited into a debt service reserve fund. The remaining \$18,978,485 is projected to be deposited to the District's project fund to reimburse the District for eligible expenses.
6. The 2024 Bonds are modeled with pledged revenues inclusive of the debt service mill levy, the specific ownership taxes, the Development Fee, and the Water Resource Fee; however, it is the intent of the District to issue a series of revenue bonds with pledge revenues coming solely from the Water Resource Fee. It is anticipated that the Water Resource Fees will be paid at building permit, at which time, it is estimated that the revenues will be applied to the outstanding bonds until paid in full.
7. The District is modeled to refinance the Series 2024 Bonds with another issuance in December 2034 with a par of \$23,080,000 and funds on hand of \$1,597,000. An interest rate of 3.00% was modeled based upon an initial 30-year term. At issuance, it is projected that the District will fund \$315,400 in costs of issuance for the 2034 Bonds with bond proceeds. It is estimated that \$12,340,000 will be used to refund the Series 2024 Bonds, \$1,478,000 will be deposited into the debt service reserve fund and the remaining \$10,543,600 is projected to be deposited to the District's project fund to reimburse the District for eligible expenses.
8. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.00% to annual property tax revenues.
9. It is projected that there will be a 6.00% biennial inflation rate on residential assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 6.00%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$34,072,000 across the projected senior issuances.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed High Plains Estates Metropolitan District, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the Districts' Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by Piper Sandler. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the Districts. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such

variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because Piper Sandler has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. Piper Sandler has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,



Shelby Noble
Managing Director

**High Plains Estates Metropolitan District
Larimer County, Colorado**

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**General Obligation Bonds, Series 2024  
General Obligation Refunding & Improvement Bonds, Series 2034**

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Service Plan

Bond Assumptions	Series 2024	Series 2034	Total
Closing Date	12/1/2024	12/1/2034	
First Call Date	12/1/2029	12/1/2044	
Final Maturity	12/1/2054	12/1/2064	
Discharge Date	12/2/2064	12/2/2064	
Sources of Funds			
Par Amount	21,735,000	23,080,000	
Funds on Hand	0	1,597,000	
Total	21,735,000	24,677,000	
Uses of Funds			
Project Fund	18,978,485	10,543,600	29,522,085
Refunding Escrow	0	12,340,000	
Capitalized Interest	497,815	0	
Reserve Fund	1,574,000	1,478,000	
Cost of Issuance	684,700	315,400	
Total	21,735,000	24,677,000	
Max Par Amount ¹	21,735,000	12,337,000	34,072,000
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Base Year	2024		
Single Family 2024 Base Rate	6.77%		
Debt Service Mills			
Service Plan Mill Levy Cap	40.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	2.00%		
Fee Revenue			
Development Fee	\$3,000		
Water Resource Fee	\$24,500		
Operations			
O&M Fee Per Unit	\$1,200		
Base Year	2024		
O&M Mill Levy	10.000		

1. Max Par Amount is calculated by taking the Total Uses of Funds less the Refunding Escrow.

Item #10.

**High Plains Estates Metropolitan District
Development Summary**

Statutory Actual Value (2023)	Residential					Total
	25' Alley-Loaded	40' SFD	30' SFD	50' SFD		
2024	-	-	-	-	-	-
2025	12	9	-	-	-	21
2026	48	36	-	9	-	105
2027	48	27	-	36	-	159
2028	22	-	-	36	-	106
2029	-	-	-	-	-	20
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-
2041	-	-	-	-	-	-
2042	-	-	-	-	-	-
2043	-	-	-	-	-	-
2044	-	-	-	-	-	-
2045	-	-	-	-	-	-
2046	-	-	-	-	-	-
2047	-	-	-	-	-	-
2048	-	-	-	-	-	-
2049	-	-	-	-	-	-
2050	-	-	-	-	-	-
2051	-	-	-	-	-	-
2052	-	-	-	-	-	-
2053	-	-	-	-	-	-
2054	-	-	-	-	-	-
2055	-	-	-	-	-	-
2056	-	-	-	-	-	-
2057	-	-	-	-	-	-
2058	-	-	-	-	-	-
2059	-	-	-	-	-	-
2060	-	-	-	-	-	-
2061	-	-	-	-	-	-
2062	-	-	-	-	-	-
2063	-	-	-	-	-	-
2064	-	-	-	-	-	-
Total Units	130	72	128	81	-	411
Total Statutory Actual Value	\$61,750,000	\$40,320,000	\$65,280,000	\$49,005,000	-	\$216,355,000

**High Plains Estates Metropolitan District
Assessed Value**

	Vacant and Improved Land ¹		Residential - Single Family 2024					Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	
2024	1,074,000	0	-	-	0	6.765%	0	
2025	5,452,500	0	21	-	11,173,896	6.765%	0	
2026	8,418,000	311,460	105	670,434	69,706,666	6.765%	311,460	
2027	5,671,000	1,581,225	159	-	160,825,835	6.765%	2,337,139	
2028	1,020,000	2,441,220	106	9,649,550	233,087,808	6.765%	7,156,878	
2029	0	1,644,590	20	-	244,574,664	6.765%	12,524,458	
2030	0	295,800	-	14,674,480	259,249,144	6.765%	16,064,190	
2031	0	0	-	-	274,804,093	6.765%	16,545,476	
2032	0	0	-	15,554,949	274,804,093	6.765%	17,538,205	
2033	0	0	-	-	291,292,338	6.765%	17,538,205	
2034	0	0	-	16,488,246	291,292,338	6.765%	18,590,497	
2035	0	0	-	-	308,769,879	6.765%	18,590,497	
2036	0	0	-	17,477,540	308,769,879	6.765%	19,705,927	
2037	0	0	-	-	327,296,071	6.765%	19,705,927	
2038	0	0	-	18,526,193	327,296,071	6.765%	20,888,282	
2039	0	0	-	-	346,933,836	6.765%	20,888,282	
2040	0	0	-	19,637,764	346,933,836	6.765%	22,141,579	
2041	0	0	-	-	367,749,866	6.765%	22,141,579	
2042	0	0	-	20,816,030	367,749,866	6.765%	23,470,074	
2043	0	0	-	-	389,814,858	6.765%	23,470,074	
2044	0	0	-	22,064,992	389,814,858	6.765%	24,878,278	
2045	0	0	-	-	413,203,749	6.765%	24,878,278	
2046	0	0	-	23,388,891	413,203,749	6.765%	26,370,975	
2047	0	0	-	-	437,995,974	6.765%	26,370,975	
2048	0	0	-	24,792,225	437,995,974	6.765%	27,953,234	
2049	0	0	-	-	464,275,733	6.765%	27,953,234	
2050	0	0	-	26,279,758	464,275,733	6.765%	29,630,428	
2051	0	0	-	-	492,132,277	6.765%	29,630,428	
2052	0	0	-	27,856,544	492,132,277	6.765%	31,408,253	
2053	0	0	-	-	521,660,213	6.765%	31,408,253	
2054	0	0	-	29,527,937	521,660,213	6.765%	33,292,749	
2055	0	0	-	-	552,959,826	6.765%	33,292,749	
2056	0	0	-	31,299,613	552,959,826	6.765%	35,290,313	
2057	0	0	-	-	586,137,416	6.765%	35,290,313	
2058	0	0	-	33,177,590	586,137,416	6.765%	37,407,732	
2059	0	0	-	-	621,305,661	6.765%	37,407,732	
2060	0	0	-	35,168,245	621,305,661	6.765%	39,652,196	
2061	0	0	-	-	658,584,000	6.765%	39,652,196	
2062	0	0	-	37,278,340	658,584,000	6.765%	42,031,328	
2063	0	0	-	-	698,099,040	6.765%	42,031,328	
2064	0	0	-	39,515,040	698,099,040	6.765%	44,553,208	
Total			411	463,844,360				

1. Vacant land value calculated in year prior to construction as 10% build-out market value

High Plains Estates Metropolitan District
Revenue

	Total	District Mill Levy Revenue			Fee Revenue		
		Assessed Value in Collection Year	Debt Mill Levy 40,000 Cap 40,000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	Units Delivered SFD	Development Fee per Unit \$3,000 Inflated at 0.00%
2024	0	0.000	0	0	-	0	0
2025	0	40,000	0	0	21	3,000	63,000
2026	311,460	40,000	12,396	0	105	3,000	315,000
2027	2,337,139	40,000	93,018	744	159	3,000	477,000
2028	7,156,878	40,000	284,844	5,581	106	3,000	318,000
2029	12,524,458	40,000	498,473	17,091	20	3,000	60,000
2030	16,064,190	40,000	639,355	29,908	-	0	0
2031	16,545,476	40,000	658,510	39,511	-	0	0
2032	17,538,205	40,000	698,021	41,881	-	0	0
2033	17,538,205	40,000	698,021	41,881	-	0	0
2034	18,590,497	40,000	739,902	44,394	-	0	0
2035	18,590,497	40,000	739,902	44,394	-	0	0
2036	19,705,927	40,000	784,296	47,058	-	0	0
2037	19,705,927	40,000	784,296	47,058	-	0	0
2038	20,888,282	40,000	831,354	49,881	-	0	0
2039	20,888,282	40,000	831,354	49,881	-	0	0
2040	22,141,579	40,000	881,235	52,874	-	0	0
2041	22,141,579	40,000	881,235	52,874	-	0	0
2042	23,470,074	40,000	934,109	56,047	-	0	0
2043	23,470,074	40,000	934,109	56,047	-	0	0
2044	24,878,278	40,000	990,155	59,409	-	0	0
2045	24,878,278	40,000	990,155	59,409	-	0	0
2046	26,370,975	40,000	1,049,565	62,974	-	0	0
2047	26,370,975	40,000	1,049,565	62,974	-	0	0
2048	27,953,234	40,000	1,112,539	66,752	-	0	0
2049	27,953,234	40,000	1,112,539	66,752	-	0	0
2050	29,630,428	40,000	1,179,291	70,757	-	0	0
2051	29,630,428	40,000	1,179,291	70,757	-	0	0
2052	31,408,253	40,000	1,250,048	75,003	-	0	0
2053	31,408,253	40,000	1,250,048	75,003	-	0	0
2054	33,292,749	40,000	1,325,051	79,503	-	0	0
2055	33,292,749	40,000	1,325,051	79,503	-	0	0
2056	35,290,313	40,000	1,404,554	84,273	-	0	0
2057	35,290,313	40,000	1,404,554	84,273	-	0	0
2058	37,407,732	40,000	1,488,828	89,330	-	0	0
2059	37,407,732	40,000	1,488,828	89,330	-	0	0
2060	39,652,196	40,000	1,578,157	94,689	-	0	0
2061	39,652,196	40,000	1,578,157	94,689	-	0	0
2062	42,031,328	40,000	1,672,847	100,371	-	0	0
2063	42,031,328	40,000	1,672,847	100,371	-	0	0
2064	44,553,208	40,000	1,773,218	106,393	-	0	0
Total		39,799,718	2,387,983	411		1,233,000	

High Plains Estates Metropolitan District Revenue

	Fee Revenue		Expense		Total
	Units Delivered SFD	Water Resource Fee per Unit \$24,500 Inflated at 3.00%	Fees Collected	County Treasurer Fee 2.00%	
2024	-	0	0	0	0
2025	21	25,235	0	(4,000)	588,935
2026	105	25,992	(248)	(4,000)	3,053,057
2027	159	26,772	(1,860)	(4,000)	4,826,457
2028	106	27,575	(5,697)	(4,000)	3,533,184
2029	20	28,402	(9,969)	(4,000)	1,142,457
2030	-	0	(12,787)	(4,000)	660,929
2031	-	0	(13,170)	(4,000)	680,850
2032	-	0	(13,960)	(4,000)	721,941
2033	-	0	(13,960)	(4,000)	721,941
2034	-	0	(14,798)	(4,000)	765,498
2035	-	0	(14,798)	(4,000)	765,498
2036	-	0	(15,686)	(4,000)	811,668
2037	-	0	(15,686)	(4,000)	811,668
2038	-	0	(16,627)	(4,000)	860,608
2039	-	0	(16,627)	(4,000)	860,608
2040	-	0	(17,625)	(4,000)	912,484
2041	-	0	(17,625)	(4,000)	912,484
2042	-	0	(18,682)	(4,000)	967,473
2043	-	0	(18,682)	(4,000)	967,473
2044	-	0	(19,803)	(4,000)	1,025,762
2045	-	0	(19,803)	(4,000)	1,025,762
2046	-	0	(20,991)	(4,000)	1,087,547
2047	-	0	(20,991)	(4,000)	1,087,547
2048	-	0	(22,251)	(4,000)	1,153,040
2049	-	0	(22,251)	(4,000)	1,153,040
2050	-	0	(23,586)	(4,000)	1,222,463
2051	-	0	(23,586)	(4,000)	1,222,463
2052	-	0	(25,001)	(4,000)	1,296,050
2053	-	0	(25,001)	(4,000)	1,296,050
2054	-	0	(26,501)	(4,000)	1,374,053
2055	-	0	(26,501)	(4,000)	1,374,053
2056	-	0	(28,091)	(4,000)	1,456,737
2057	-	0	(28,091)	(4,000)	1,456,737
2058	-	0	(29,777)	(4,000)	1,544,381
2059	-	0	(29,777)	(4,000)	1,544,381
2060	-	0	(31,563)	(4,000)	1,637,284
2061	-	0	(31,563)	(4,000)	1,637,284
2062	-	0	(33,457)	(4,000)	1,735,761
2063	-	0	(33,457)	(4,000)	1,735,761
2064	-	0	(35,464)	(4,000)	1,840,146
Total	411	11,006,809	(795,994)	(160,000)	53,471,515

SOURCES AND USES OF FUNDS

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2024**

Dated Date                    12/01/2024  
Delivery Date                12/01/2024

*Sources:*

|                |               |
|----------------|---------------|
| <hr/>          |               |
| Bond Proceeds: |               |
| Par Amount     | 21,735,000.00 |
| <hr/>          |               |
|                | 21,735,000.00 |
| <hr/>          |               |

*Uses:*

|                           |               |
|---------------------------|---------------|
| <hr/>                     |               |
| Project Fund Deposits:    |               |
| Project Fund              | 18,978,485.00 |
| Other Fund Deposits:      |               |
| Capitalized Interest Fund | 497,815.00    |
| Debt Service Reserve Fund | 1,574,000.00  |
|                           | <hr/>         |
|                           | 2,071,815.00  |
| Cost of Issuance:         |               |
| Other Cost of Issuance    | 250,000.00    |
| Underwriter's Discount:   |               |
| Underwriter's Discount    | 434,700.00    |
| <hr/>                     |               |
|                           | 21,735,000.00 |
| <hr/>                     |               |

## BOND SUMMARY STATISTICS

### HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

Dated Date	12/01/2024
Delivery Date	12/01/2024
Last Maturity	12/01/2054
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.225720%
Net Interest Cost (NIC)	5.134125%
All-In TIC	5.359570%
Average Coupon	5.000000%
Average Life (years)	14.911
Duration of Issue (years)	9.100
Par Amount	21,735,000.00
Bond Proceeds	21,735,000.00
Total Interest	16,205,000.00
Net Interest	16,639,700.00
Total Debt Service	37,940,000.00
Maximum Annual Debt Service	4,823,500.00
Average Annual Debt Service	1,264,666.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2054	21,735,000.00	100.000	5.000%	14.911
	21,735,000.00			14.911

	TIC	All-In TIC	Arbitrage Yield
Par Value	21,735,000.00	21,735,000.00	21,735,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(434,700.00)	(434,700.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	21,300,300.00	21,050,300.00	21,735,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	5.225720%	5.359570%	5.000000%

BOND PRICING

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2024**

| <i>Bond Component</i> | <i>Maturity Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|----------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2054:   |                      |               |             |              |              |
|                       | 12/01/2025           |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2026           | 1,965,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2027           | 3,835,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2028           | 2,735,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029           | 480,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030           | 20,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031           | 45,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032           | 85,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033           | 90,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034           | 140,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035           | 145,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036           | 200,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037           | 210,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038           | 270,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039           | 280,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040           | 350,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041           | 365,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042           | 440,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043           | 460,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044           | 540,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045           | 570,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046           | 660,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047           | 695,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048           | 795,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049           | 835,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050           | 945,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051           | 990,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052           | 1,115,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2053           | 1,170,000     | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2054           | 1,305,000     | 5.000%      | 5.000%       | 100.000      |
|                       |                      | 21,735,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2024    |             |
| Delivery Date           | 12/01/2024    |             |
| First Coupon            | 06/01/2025    |             |
| Par Amount              | 21,735,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 21,735,000.00 | 100.000000% |
| Underwriter's Discount  | (434,700.00)  | (2.000000%) |
| Purchase Price          | 21,300,300.00 | 98.000000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 21,300,300.00 |             |

## NET DEBT SERVICE

### HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2024

<i>Period Ending</i>	<i>Total Debt Service</i>	<i>Capitalized Interest Fund</i>	<i>Net Debt Service</i>
12/01/2025	1,086,750	497,815	588,935
12/01/2026	3,051,750		3,051,750
12/01/2027	4,823,500		4,823,500
12/01/2028	3,531,750		3,531,750
12/01/2029	1,140,000		1,140,000
12/01/2030	656,000		656,000
12/01/2031	680,000		680,000
12/01/2032	717,750		717,750
12/01/2033	718,500		718,500
12/01/2034	764,000		764,000
12/01/2035	762,000		762,000
12/01/2036	809,750		809,750
12/01/2037	809,750		809,750
12/01/2038	859,250		859,250
12/01/2039	855,750		855,750
12/01/2040	911,750		911,750
12/01/2041	909,250		909,250
12/01/2042	966,000		966,000
12/01/2043	964,000		964,000
12/01/2044	1,021,000		1,021,000
12/01/2045	1,024,000		1,024,000
12/01/2046	1,085,500		1,085,500
12/01/2047	1,087,500		1,087,500
12/01/2048	1,152,750		1,152,750
12/01/2049	1,153,000		1,153,000
12/01/2050	1,221,250		1,221,250
12/01/2051	1,219,000		1,219,000
12/01/2052	1,294,500		1,294,500
12/01/2053	1,293,750		1,293,750
12/01/2054	1,370,250		1,370,250
	37,940,000	497,815	37,442,185

BOND DEBT SERVICE

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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GENERAL OBLIGATION BONDS, SERIES 2024

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2025			543,375	543,375	
12/01/2025			543,375	543,375	1,086,750
06/01/2026			543,375	543,375	
12/01/2026	1,965,000	5.000%	543,375	2,508,375	3,051,750
06/01/2027			494,250	494,250	
12/01/2027	3,835,000	5.000%	494,250	4,329,250	4,823,500
06/01/2028			398,375	398,375	
12/01/2028	2,735,000	5.000%	398,375	3,133,375	3,531,750
06/01/2029			330,000	330,000	
12/01/2029	480,000	5.000%	330,000	810,000	1,140,000
06/01/2030			318,000	318,000	
12/01/2030	20,000	5.000%	318,000	338,000	656,000
06/01/2031			317,500	317,500	
12/01/2031	45,000	5.000%	317,500	362,500	680,000
06/01/2032			316,375	316,375	
12/01/2032	85,000	5.000%	316,375	401,375	717,750
06/01/2033			314,250	314,250	
12/01/2033	90,000	5.000%	314,250	404,250	718,500
06/01/2034			312,000	312,000	
12/01/2034	140,000	5.000%	312,000	452,000	764,000
06/01/2035			308,500	308,500	
12/01/2035	145,000	5.000%	308,500	453,500	762,000
06/01/2036			304,875	304,875	
12/01/2036	200,000	5.000%	304,875	504,875	809,750
06/01/2037			299,875	299,875	
12/01/2037	210,000	5.000%	299,875	509,875	809,750
06/01/2038			294,625	294,625	
12/01/2038	270,000	5.000%	294,625	564,625	859,250
06/01/2039			287,875	287,875	
12/01/2039	280,000	5.000%	287,875	567,875	855,750
06/01/2040			280,875	280,875	
12/01/2040	350,000	5.000%	280,875	630,875	911,750
06/01/2041			272,125	272,125	
12/01/2041	365,000	5.000%	272,125	637,125	909,250
06/01/2042			263,000	263,000	
12/01/2042	440,000	5.000%	263,000	703,000	966,000
06/01/2043			252,000	252,000	
12/01/2043	460,000	5.000%	252,000	712,000	964,000
06/01/2044			240,500	240,500	
12/01/2044	540,000	5.000%	240,500	780,500	1,021,000
06/01/2045			227,000	227,000	
12/01/2045	570,000	5.000%	227,000	797,000	1,024,000
06/01/2046			212,750	212,750	
12/01/2046	660,000	5.000%	212,750	872,750	1,085,500
06/01/2047			196,250	196,250	
12/01/2047	695,000	5.000%	196,250	891,250	1,087,500
06/01/2048			178,875	178,875	
12/01/2048	795,000	5.000%	178,875	973,875	1,152,750
06/01/2049			159,000	159,000	
12/01/2049	835,000	5.000%	159,000	994,000	1,153,000
06/01/2050			138,125	138,125	
12/01/2050	945,000	5.000%	138,125	1,083,125	1,221,250
06/01/2051			114,500	114,500	
12/01/2051	990,000	5.000%	114,500	1,104,500	1,219,000
06/01/2052			89,750	89,750	
12/01/2052	1,115,000	5.000%	89,750	1,204,750	1,294,500
06/01/2053			61,875	61,875	
12/01/2053	1,170,000	5.000%	61,875	1,231,875	1,293,750
06/01/2054			32,625	32,625	
12/01/2054	1,305,000	5.000%	32,625	1,337,625	1,370,250
	21,735,000		16,205,000	37,940,000	37,940,000

CALL PROVISIONS

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2024**

**Call Table: CALL**

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2029       | 103.00            |
| 12/01/2030       | 102.00            |
| 12/01/2031       | 101.00            |
| 12/01/2032       | 100.00            |

**BOND SOLUTION****HIGH PLAINS ESTATES METROPOLITAN DISTRICT  
Larimer County, Colorado**

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GENERAL OBLIGATION BONDS, SERIES 2024

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>
12/01/2025		1,086,750	(497,815)	588,935
12/01/2026	1,965,000	3,051,750		3,051,750
12/01/2027	3,835,000	4,823,500		4,823,500
12/01/2028	2,735,000	3,531,750		3,531,750
12/01/2029	480,000	1,140,000		1,140,000
12/01/2030	20,000	656,000		656,000
12/01/2031	45,000	680,000		680,000
12/01/2032	85,000	717,750		717,750
12/01/2033	90,000	718,500		718,500
12/01/2034	140,000	764,000		764,000
12/01/2035	145,000	762,000		762,000
12/01/2036	200,000	809,750		809,750
12/01/2037	210,000	809,750		809,750
12/01/2038	270,000	859,250		859,250
12/01/2039	280,000	855,750		855,750
12/01/2040	350,000	911,750		911,750
12/01/2041	365,000	909,250		909,250
12/01/2042	440,000	966,000		966,000
12/01/2043	460,000	964,000		964,000
12/01/2044	540,000	1,021,000		1,021,000
12/01/2045	570,000	1,024,000		1,024,000
12/01/2046	660,000	1,085,500		1,085,500
12/01/2047	695,000	1,087,500		1,087,500
12/01/2048	795,000	1,152,750		1,152,750
12/01/2049	835,000	1,153,000		1,153,000
12/01/2050	945,000	1,221,250		1,221,250
12/01/2051	990,000	1,219,000		1,219,000
12/01/2052	1,115,000	1,294,500		1,294,500
12/01/2053	1,170,000	1,293,750		1,293,750
12/01/2054	1,305,000	1,370,250		1,370,250
	21,735,000	37,940,000	(497,815)	37,442,185

SOURCES AND USES OF FUNDS

HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2034 |
| Delivery Date | 12/01/2034 |

*Sources:*

|                          |               |
|--------------------------|---------------|
| <hr/>                    |               |
| Bond Proceeds:           |               |
| Par Amount               | 23,080,000.00 |
| Other Sources of Funds:  |               |
| Series 2023 Reserve Fund | 1,574,000.00  |
| Series 2023 Surplus Fund | 23,000.00     |
|                          | 1,597,000.00  |
|                          | 24,677,000.00 |

*Uses:*

|                              |               |
|------------------------------|---------------|
| <hr/>                        |               |
| Project Fund Deposits:       |               |
| Project Fund                 | 10,543,600.00 |
| Refunding Escrow Deposits:   |               |
| Cash Deposit                 | 12,340,000.00 |
| Other Fund Deposits:         |               |
| Debt Service Reserve Fund    | 1,478,000.00  |
| Cost of Issuance:            |               |
| Other Cost of Issuance       | 200,000.00    |
| Underwriter's Discount:      |               |
| Other Underwriter's Discount | 115,400.00    |
|                              | 24,677,000.00 |

## BOND SUMMARY STATISTICS

### HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

Dated Date	12/01/2034
Delivery Date	12/01/2034
Last Maturity	12/01/2064
Arbitrage Yield	3.000000%
True Interest Cost (TIC)	3.032391%
Net Interest Cost (NIC)	3.022940%
All-In TIC	3.089054%
Average Coupon	3.000000%
Average Life (years)	21.796
Duration of Issue (years)	15.696
Par Amount	23,080,000.00
Bond Proceeds	23,080,000.00
Total Interest	15,091,500.00
Net Interest	15,206,900.00
Total Debt Service	38,171,500.00
Maximum Annual Debt Service	3,316,600.00
Average Annual Debt Service	1,272,383.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2064	23,080,000.00	100.000	3.000%	21.796
	23,080,000.00			21.796

	TIC	All-In TIC	Arbitrage Yield
Par Value	23,080,000.00	23,080,000.00	23,080,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(115,400.00)	(115,400.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	22,964,600.00	22,764,600.00	23,080,000.00
Target Date	12/01/2034	12/01/2034	12/01/2034
Yield	3.032391%	3.089054%	3.000000%

BOND PRICING

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034**

| <i>Bond Component</i> | <i>Maturity Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|----------------------|---------------|-------------|--------------|--------------|
| Term Bond due 2064:   |                      |               |             |              |              |
|                       | 12/01/2035           | 70,000        | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2036           | 120,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2037           | 120,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2038           | 175,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2039           | 180,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2040           | 235,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2041           | 245,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2042           | 305,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2043           | 315,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2044           | 385,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2045           | 395,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2046           | 470,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2047           | 485,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2048           | 565,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2049           | 580,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2050           | 665,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2051           | 685,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2052           | 780,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2053           | 805,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2054           | 905,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2055           | 935,000       | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2056           | 1,045,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2057           | 1,075,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2058           | 1,195,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2059           | 1,230,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2060           | 1,360,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2061           | 1,400,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2062           | 1,545,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2063           | 1,590,000     | 3.000%      | 3.000%       | 100.000      |
|                       | 12/01/2064           | 3,220,000     | 3.000%      | 3.000%       | 100.000      |
|                       |                      | 23,080,000    |             |              |              |

|                         |               |             |
|-------------------------|---------------|-------------|
| Dated Date              | 12/01/2034    |             |
| Delivery Date           | 12/01/2034    |             |
| First Coupon            | 06/01/2035    |             |
| Par Amount              | 23,080,000.00 |             |
| Original Issue Discount |               |             |
| Production              | 23,080,000.00 | 100.000000% |
| Underwriter's Discount  | (115,400.00)  | (0.500000%) |
| Purchase Price          | 22,964,600.00 | 99.500000%  |
| Accrued Interest        |               |             |
| Net Proceeds            | 22,964,600.00 |             |

## NET DEBT SERVICE

### HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Period Ending</i>	<i>Total Debt Service</i>	<i>Debt Service Reserve Fund</i>	<i>Net Debt Service</i>
12/01/2035	762,400		762,400
12/01/2036	810,300		810,300
12/01/2037	806,700		806,700
12/01/2038	858,100		858,100
12/01/2039	857,850		857,850
12/01/2040	907,450		907,450
12/01/2041	910,400		910,400
12/01/2042	963,050		963,050
12/01/2043	963,900		963,900
12/01/2044	1,024,450		1,024,450
12/01/2045	1,022,900		1,022,900
12/01/2046	1,086,050		1,086,050
12/01/2047	1,086,950		1,086,950
12/01/2048	1,152,400		1,152,400
12/01/2049	1,150,450		1,150,450
12/01/2050	1,218,050		1,218,050
12/01/2051	1,218,100		1,218,100
12/01/2052	1,292,550		1,292,550
12/01/2053	1,294,150		1,294,150
12/01/2054	1,370,000		1,370,000
12/01/2055	1,372,850		1,372,850
12/01/2056	1,454,800		1,454,800
12/01/2057	1,453,450		1,453,450
12/01/2058	1,541,200		1,541,200
12/01/2059	1,540,350		1,540,350
12/01/2060	1,633,450		1,633,450
12/01/2061	1,632,650		1,632,650
12/01/2062	1,735,650		1,735,650
12/01/2063	1,734,300		1,734,300
12/01/2064	3,316,600	1,478,000	1,838,600
	38,171,500	1,478,000	36,693,500

BOND DEBT SERVICE

HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2035			346,200	346,200	
12/01/2035	70,000	3.000%	346,200	416,200	762,400
06/01/2036			345,150	345,150	
12/01/2036	120,000	3.000%	345,150	465,150	810,300
06/01/2037			343,350	343,350	
12/01/2037	120,000	3.000%	343,350	463,350	806,700
06/01/2038			341,550	341,550	
12/01/2038	175,000	3.000%	341,550	516,550	858,100
06/01/2039			338,925	338,925	
12/01/2039	180,000	3.000%	338,925	518,925	857,850
06/01/2040			336,225	336,225	
12/01/2040	235,000	3.000%	336,225	571,225	907,450
06/01/2041			332,700	332,700	
12/01/2041	245,000	3.000%	332,700	577,700	910,400
06/01/2042			329,025	329,025	
12/01/2042	305,000	3.000%	329,025	634,025	963,050
06/01/2043			324,450	324,450	
12/01/2043	315,000	3.000%	324,450	639,450	963,900
06/01/2044			319,725	319,725	
12/01/2044	385,000	3.000%	319,725	704,725	1,024,450
06/01/2045			313,950	313,950	
12/01/2045	395,000	3.000%	313,950	708,950	1,022,900
06/01/2046			308,025	308,025	
12/01/2046	470,000	3.000%	308,025	778,025	1,086,050
06/01/2047			300,975	300,975	
12/01/2047	485,000	3.000%	300,975	785,975	1,086,950
06/01/2048			293,700	293,700	
12/01/2048	565,000	3.000%	293,700	858,700	1,152,400
06/01/2049			285,225	285,225	
12/01/2049	580,000	3.000%	285,225	865,225	1,150,450
06/01/2050			276,525	276,525	
12/01/2050	665,000	3.000%	276,525	941,525	1,218,050
06/01/2051			266,550	266,550	
12/01/2051	685,000	3.000%	266,550	951,550	1,218,100
06/01/2052			256,275	256,275	
12/01/2052	780,000	3.000%	256,275	1,036,275	1,292,550
06/01/2053			244,575	244,575	
12/01/2053	805,000	3.000%	244,575	1,049,575	1,294,150
06/01/2054			232,500	232,500	
12/01/2054	905,000	3.000%	232,500	1,137,500	1,370,000
06/01/2055			218,925	218,925	
12/01/2055	935,000	3.000%	218,925	1,153,925	1,372,850
06/01/2056			204,900	204,900	
12/01/2056	1,045,000	3.000%	204,900	1,249,900	1,454,800
06/01/2057			189,225	189,225	
12/01/2057	1,075,000	3.000%	189,225	1,264,225	1,453,450
06/01/2058			173,100	173,100	
12/01/2058	1,195,000	3.000%	173,100	1,368,100	1,541,200
06/01/2059			155,175	155,175	
12/01/2059	1,230,000	3.000%	155,175	1,385,175	1,540,350
06/01/2060			136,725	136,725	
12/01/2060	1,360,000	3.000%	136,725	1,496,725	1,633,450
06/01/2061			116,325	116,325	
12/01/2061	1,400,000	3.000%	116,325	1,516,325	1,632,650
06/01/2062			95,325	95,325	
12/01/2062	1,545,000	3.000%	95,325	1,640,325	1,735,650
06/01/2063			72,150	72,150	
12/01/2063	1,590,000	3.000%	72,150	1,662,150	1,734,300
06/01/2064			48,300	48,300	
12/01/2064	3,220,000	3.000%	48,300	3,268,300	3,316,600
	23,080,000		15,091,500	38,171,500	38,171,500

CALL PROVISIONS

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

~~~

**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034**

**Call Table: CALL**

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2044       | 100.00            |

## SUMMARY OF BONDS REFUNDED

### HIGH PLAINS ESTATES METROPOLITAN DISTRICT Larimer County, Colorado

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2024, 24SP, TERM54:					
	12/01/2035	5.000%	145,000	12/01/2034	100.000
	12/01/2036	5.000%	200,000	12/01/2034	100.000
	12/01/2037	5.000%	210,000	12/01/2034	100.000
	12/01/2038	5.000%	270,000	12/01/2034	100.000
	12/01/2039	5.000%	280,000	12/01/2034	100.000
	12/01/2040	5.000%	350,000	12/01/2034	100.000
	12/01/2041	5.000%	365,000	12/01/2034	100.000
	12/01/2042	5.000%	440,000	12/01/2034	100.000
	12/01/2043	5.000%	460,000	12/01/2034	100.000
	12/01/2044	5.000%	540,000	12/01/2034	100.000
	12/01/2045	5.000%	570,000	12/01/2034	100.000
	12/01/2046	5.000%	660,000	12/01/2034	100.000
	12/01/2047	5.000%	695,000	12/01/2034	100.000
	12/01/2048	5.000%	795,000	12/01/2034	100.000
	12/01/2049	5.000%	835,000	12/01/2034	100.000
	12/01/2050	5.000%	945,000	12/01/2034	100.000
	12/01/2051	5.000%	990,000	12/01/2034	100.000
	12/01/2052	5.000%	1,115,000	12/01/2034	100.000
	12/01/2053	5.000%	1,170,000	12/01/2034	100.000
	12/01/2054	5.000%	1,305,000	12/01/2034	100.000
			12,340,000		

ESCROW REQUIREMENTS

**HIGH PLAINS ESTATES METROPOLITAN DISTRICT
Larimer County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034**

| <i>Period<br/>Ending</i> | <i>Principal<br/>Redeemed</i> | <i>Total</i>  |
|--------------------------|-------------------------------|---------------|
| 12/01/2034               | 12,340,000                    | 12,340,000.00 |
|                          | 12,340,000                    | 12,340,000.00 |

**BOND SOLUTION****HIGH PLAINS ESTATES METROPOLITAN DISTRICT  
Larimer County, Colorado**

~~~

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>
12/01/2035	70,000	762,400		762,400
12/01/2036	120,000	810,300		810,300
12/01/2037	120,000	806,700		806,700
12/01/2038	175,000	858,100		858,100
12/01/2039	180,000	857,850		857,850
12/01/2040	235,000	907,450		907,450
12/01/2041	245,000	910,400		910,400
12/01/2042	305,000	963,050		963,050
12/01/2043	315,000	963,900		963,900
12/01/2044	385,000	1,024,450		1,024,450
12/01/2045	395,000	1,022,900		1,022,900
12/01/2046	470,000	1,086,050		1,086,050
12/01/2047	485,000	1,086,950		1,086,950
12/01/2048	565,000	1,152,400		1,152,400
12/01/2049	580,000	1,150,450		1,150,450
12/01/2050	665,000	1,218,050		1,218,050
12/01/2051	685,000	1,218,100		1,218,100
12/01/2052	780,000	1,292,550		1,292,550
12/01/2053	805,000	1,294,150		1,294,150
12/01/2054	905,000	1,370,000		1,370,000
12/01/2055	935,000	1,372,850		1,372,850
12/01/2056	1,045,000	1,454,800		1,454,800
12/01/2057	1,075,000	1,453,450		1,453,450
12/01/2058	1,195,000	1,541,200		1,541,200
12/01/2059	1,230,000	1,540,350		1,540,350
12/01/2060	1,360,000	1,633,450		1,633,450
12/01/2061	1,400,000	1,632,650		1,632,650
12/01/2062	1,545,000	1,735,650		1,735,650
12/01/2063	1,590,000	1,734,300		1,734,300
12/01/2064	3,220,000	3,316,600	(1,478,000)	1,838,600
	23,080,000	38,171,500	(1,478,000)	36,693,500

EXHIBIT G**SERVICE PLAN FOR HIGH PLAINS ESTATES METROPOLITAN DISTRICT****Disclosure Notice****SPECIAL DISTRICT PUBLIC DISCLOSURE**

Pursuant to § 32-1-104.8 C.R.S.

Name of the District:	High Plains Estates Metropolitan District (“District”)
Contact Information for the District:	<p>High Plains Estates Metropolitan District c/o WHITE BEAR ANKELE TANAKA AND WALDRON 2154 East Commons Avenue, Suite 2000 Centennial, Colorado 80122 Attn: Blair M. Dickhoner, Esq. Phone: (303) 858-1800 Fax: (303) 858-1801</p>
Powers of the District:	<p>All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, and water services, subject to the limitations contained in the District’s Service Plan regarding the exercise of such powers.</p> <p>The District’s Service Plan specifically limits the District authority to exercise the following powers without an intergovernmental agreement with the Town of Johnstown: fire protection, ambulance and emergency services, television relay and translator facilities, telecommunication, solid waste collection, and transportation services.</p>
Service Plan:	The District’s Service Plan, which may be amended from time to time, includes a description of the District’s powers and authority. A copy of the District’s Service Plan is available from the District and from the Division of Local Government.
Financial Powers of the District:	<p>High Plains Estates Metropolitan District (“District”) are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which may be found at the District’s office, on the District’s web site, on file at the Division of Local Government in the Department of Local Affairs, or on file at the office of the clerk and recorder of Weld County in which the special district is located.</p>

<p>District Boundaries:</p>	<p>A map of the District’s boundaries is attached hereto as <u>Exhibit A</u>. Please note that the District’s boundaries may change from time to time. Please contact the District for the latest information.</p>
<p>District Taxes and Fees:</p>	<p>The District have authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The District have the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the District may impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The District may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property or a per-square foot basis for non-residential property, and may impose other fees and charges. The Service Plan establishes a Maximum Residential Debt Mill Levy, a Maximum Commercial Debt Mill Levy, and a maximum Operations and Maintenance Mill Levy. The District have the authority to exceed these mill levy caps as provided in the Service Plan. The District’s taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Weld County and other jurisdictions. Below are samples of potential property taxes of the District, based on assumed mill levies. Actual mill levies and property taxes in any year may be higher or lower.</p>

Sample Calculation of Mill Levy Cap for a Residential Property:

Assumptions:
 Market value is \$400,000
 Mill levy cap is 50 mills
 Residential assessment rate is 7.15%

Calculation:
 $\$400,000 \times .0715 = \$28,600$ (Assessed Valuation) $\$28,600 \times .050$ mills = **\$1,440 per year in taxes owed solely to the District**

[ADD EXHIBIT A – THE DISTRICT’S BOUNDARIES]

EXHIBIT H

SERVICE PLAN FOR HIGH PLAINS ESTATES METROPOLITAN DISTRICT

Indemnification Letters

Part I - Developer Indemnity Letter

{date – on or after date of Service Plan approval}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: High Plains Estates Metropolitan District

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Johnstown (the “Town”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the High Plains Estates Metropolitan District (the “District”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town’s approval of the District’s Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or their agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER, COLA, LLC

By: _____

Title: _____

Part II - District Indemnity Letter

{date – date of organizational meeting}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: High Plains Estates Metropolitan District

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by High Plains Estates Metropolitan District (the “District”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the District. The District, for and on behalf of themselves and their transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The District hereby waive and release any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the District’s Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agree to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of COLA, LLC (the “Developer”), or their agents, in connection with the formation and organization of the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the District nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the District, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

HIGH PLAINS ESTATES METROPOLITAN
DISTRICT

By: _____
President

Attest:

Secretary



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** **Public Hearing** – Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1)
- ACTION PROPOSED:** Consider Resolution No. 2023-33
- ATTACHMENTS:**
1. Proposed Service Plan
 2. Cover Letter from Counsel for the District
 3. Letter from Piper Sandler & Co., financial advisor for the District
 4. Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, Carolyn Steffl of Dietze and Davis, P.C.
-

AGENDA ITEM DESCRIPTION:

An application for approval of an Amended and Restated Service Plan (“Service Plan”) was submitted by the Board of Directors of High Plains Metropolitan District No. 3 (“District”), pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S. The Service Plan was submitted in connection with a development known as Welty Ridge, generally located west of Interstate 25 and south of Larimer County Road 48 (“Property”). The Property is subject to an existing service plan that was approved by the Town Council on or about March 17, 2008. Subsequent to approval of the Service Plan, if approved, the Board of Directors of the District intends to change the name of the District to “Welty Ridge Metropolitan District No. 1” to be consistent with the name of the underlying development.

To satisfy the statutory requirements, the Service Plan includes: (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the District boundaries, (5) an estimate of the population and valuation for assessment of the District, (6) a description of the facilities to be constructed and the standards for construction, (7) a general

The Community That Cares

www.TownofJohnstown.com

description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed interest rates and discounts, and other major expenses related to the organization and initial operation of the District, and (8) a proposed intergovernmental agreement.

The District's service area consists of approximately 53 acres. The population of the District at build-out is estimated to be approximately 950 people with 442 residential units. The District is only for residential uses.

The Service Plan is generally consistent with the Model Service Plan adopted by the Town Council on February 22, 2017. The maximum debt mill levy is 40 mills. The maximum operations and maintenance mill levy is 10 mills. Notwithstanding the maximum limitations, when a majority of the Board of Directors of the District is composed of end users (any owner, tenant or occupant of any taxable residential property), the Board of Directors may eliminate the maximum operations and maintenance mill levy. The maximum mill levies are subject to an assessed valuation adjustment, meaning, primarily, that if the residential assessment rate is changed (the ratio of assessed valuation to actual valuation), the mill levy may be increased above the cap so that the rate change is revenue neutral to the District.

The maximum term for imposition of a debt mill levy is twenty years for developer debt from the initial imposition of an ad valorem property tax by the District, unless the Town approves a longer term by intergovernmental agreement, and forty years for all debt, except that, if a majority of the Board of Directors of the District is composed of end users, the Board may approve a longer term for a refinancing.

The capital plan, attached as Exhibit E to the Service Plan, estimates public improvement project costs of approximately \$23,750,920. The capital plan was reviewed by Greg Weeks, the Town's Engineer, who found that the total preliminary estimate of costs is probably reasonable, given the stage of the development approval. The capital costs are expected to be revised and refined throughout the development review process.

The financial plan, attached as Exhibit F to the Service Plan, provides that the District will have the ability to issue debt in the approximate par amount of \$17,886,000. The maximum debt authorization under the Service Plan is \$20,568,900, which is approximately 15% over the debt capacity in the Financial Plan to allow for flexibility in case the assessed valuation for the homes are higher than estimated.

Prior to the issuance of any debt, the District is required to submit the District's resolution approving the debt issuance, setting forth the parameters of the issuance, to the Town. Subsequent to issuance of the debt, the District is required to provide the Town with bond counsel's opinion

letter, a certification from the District that the debt issuance complies with the terms of the Service Plan and a copy of the marketing documents associated with the debt.

The District will establish and maintain a public website, and will timely post a copy of all of the following documents: a) call for nominations, b) the transparency notice, c) the recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas, and h) any other requirements pursuant to law. The District will also e-mail calls for nominations to any email address maintained by the county and provide additional notice by mail.

The Service Plan provides as follows: “Unless otherwise waived in writing by the Town Manager, from and after the time that the District has any residential End Users within the District, the District shall include the call for nominations as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing mailed to the eligible electors of the District, in the timeframe required by statute for providing the notice, in addition to complying with any other notice requirements of the Special District Act and the Colorado Local Government Election Code.” The District has requested that the Town Manager waive this requirement, but at this point there are no End Users yet.

The primary differences between the Amended and Restated Service Plan and the original Service Plan approved on March 17, 2008 are as follows:

Original Service Plan	Amended and Restated Service Plan
Multiple-district structure for High Plains District Nos.1-5, with District 1 as coordinating district	Stand-alone district
Property Use: Mixed Use	Property Use: Residential only
Developer was Johnstown Land Partners II, Ltd	Platte Land & Water, LLC
Expected build out by 2022 - 2025	Expected build out by 2027
Estimated Public Improvement Cost: \$17,760,236.93	Estimated Public Improvement Cost: \$23,750,920
Aggregate Debt Limit for Districts 2-4: \$45,700,000	Debt Limit for this District only: \$20,568,900
Bonds limited to 30 year term; all debt must be repaid within 40 years from first building permit and not later than 2058	Maximum Debt Imposition Term of 40 years
Maximum Aggregate Mill Levy: 40 Mills	Maximum for Debt: 40 Mills, plus Maximum for O&M: 10 Mills

One time fee: \$1,000 per home	None.
Certain parcels had to annex by June 2008, construction of public improvements had to begin by 2011, any developer advanced not repaid by 2040 were cancelled.	Removes those limitations. Adds provisions and protections of current model service plan.

LEGAL ADVICE:

The Town Attorney and the Town’s special counsel have reviewed the proposed Service Plan. The criteria for Town Council approval of a Service Plan are:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed district;
- b. The existing service in the area to be served by the proposed district is inadequate for present and projected needs;
- c. The proposed district is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Sections 32-1-204.5 and 32-1-203(2), C.R.S.

FINANCIAL ADVICE: The Town has not engaged an outside financial consultant to review the Financial Plan, but it has been reviewed by Special Counsel, Carolyn Steffl. In addition, applicant’s consultant, Piper Sandler & Co., has attached a letter stating that, subject to certain assumptions, the Financial Plan shows the District’s ability to discharge the proposed indebtedness consistent with the limitations contained in the Service Plan.

RECOMMENDED ACTION: Approve Resolution No. 2023-33.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-33 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1).

For Approval with Conditions: I move to approve Resolution No. 2023-33 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3

(Welty Ridge Metropolitan District No. 1), with the following modifications to the proposed Service Plan, _____ and direct the Town Attorney to revise the Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-33 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1).

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-33**

**RESOLUTION APPROVING THE AMENDED AND RESTATED SERVICE
PLAN FOR HIGH PLAINS METROPOLITAN DISTRICT NO. 3 (WELTY
RIDGE METROPOLITAN DISTRICT NO. 1)**

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

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

WHEREAS, on or about March 17, 2008, the Town Council approved a Service Plan for High Plains Metropolitan District No. 3 (“District”), and the District was thereafter organized by Order and Decree of the District Court of Weld County; and

WHEREAS, the Board of Directors of the District submitted an Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (“District”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A (Amended and Restated Service Plan”), to the Town Council for approval; and

WHEREAS, subsequent to approval of the Amended and Restated Service Plan by the Town Council, the Board of Directors of the District intends to change the name of the District to “Welty Ridge Metropolitan District No. 1” to be more consistent with the name of underlying development; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., on August 21, 2023, the Town Council, following due notice, held a public hearing on the proposed Amended and Restated Service Plan; and

WHEREAS, the Town Council considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, the Town Council finds that the Amended and Restated Service Plan should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

- 1. ***Satisfaction of Statutory Requirements as to Filing and Notice.*** The Town Council does hereby determine, based on representations made by the District, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed Amended and Restated Service Plan have been fulfilled and that notice of the hearing was given in the time and manner as provided in Section 32-1-204, C.R.S.

2. **Jurisdiction.** The Town Council has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **Amended and Restated Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the Amended and Restated Service Plan for High Plains Estates Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1), attached as Exhibit A. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the Amended and Restated Service Plan shall not relieve the owners, a developer or any other owner of property in the District of: (i) any requirement under the annexation agreement pertaining to the property within the District’s boundaries or any other binding agreement(s); and (ii) the requirement to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Any material modification of the Amended and Restated Service Plan shall require an amendment to the Amended and Restated Service Plan, which must be approved by the Town Council.
- (c) At its first meeting after the effective date of this Resolution, the Board of Directors of the District shall execute the Intergovernmental Agreement with the Town (“IGA”) and the District’s Indemnity Letter in the forms set forth as exhibits to the Amended and Restated Service Plan presented to the Town Council at its August 21, 2023, public hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and Indemnity Letter to the Town within ten (10) days thereafter.
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Amended and Restated Service Plan or the IGA.
- (e) The Amended and Restated Service Plan shall be revised if required pursuant to additional conditions of approval set forth by Town Council at the August 21, 2023, public hearing. If so directed, the Town Attorney shall modify the Amended and Restated Service Plan and provide the finalized version of the Amended and Restated Service Plan to the Town Clerk for filing with the records of the Town and to the owners of the property within the proposed boundaries of the District.

4. **Execution of Town IGA.** The IGA set forth as Exhibit D to the Amended and Restated Service Plan is hereby approved. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the District.

5. **Filing of Resolution.** A certified copy of this Resolution shall be filed in the records of the Town and provided to the District.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

August 7, 2023

Proposed Welty Ridge Metropolitan District No. 1
Attention: Michael E. Davis
Law Office of Michael E. Davis
5910 S. University Blvd., Suite C-18, No. 203
Greenwood Village, CO 80121

RE: Welty Ridge Metropolitan District No. 1

We have analyzed the bonding capacity for the proposed Welty Ridge Metropolitan District No. 1 (the “District”). The analysis presented summarizes and presents information provided by Platte Land & Water, LLC (the “Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2023 market values.

1. The development is planned for single family and multi-family uses as outlined below. In all cases, it is assumed values will increase at a rate of 2.00% annually during the construction period.
 - a. 111 single family attached residential homes, which are projected to be completed at a pace of 41 homes per year in 2025 to 2026 and 29 homes in 2027. The average price is modeled at \$400,000 per home.
 - b. 111 single family detached residential homes, which are projected to be completed at a pace of 41 homes per year in 2025 to 2026 and 29 homes in 2027. The average price is modeled at \$500,000 per home.
 - c. 220 multi-family units, which are projected to be completed in 2027. The average price is modeled at \$250,000 per unit.
2. The residential debt service mill levy target is 40 mills (with a cap of 40 mills) beginning in tax collection year 2025.
3. The District is modeled to issue senior bonds in December 2024 with a par of \$9,230,000. An interest rate of 5.00% was modeled based upon an initial 30-year term. At issuance, it is projected that the District will fund \$434,600 in costs of issuance for the 2024 Bonds with bond proceeds. It is estimated that an additional \$1,384,500 will be deposited into a capitalized interest fund and \$803,000 will be deposited into a debt service reserve fund. The remaining \$6,607,900 is projected to be deposited to the District’s project fund to reimburse the District for eligible expenses.
4. The Senior Bond Surplus Fund is sized to a maximum of \$923,000, which constitutes 10.00% of the 2024 Bonds par amount.
5. The District is modeled to refinance the Series 2024 Bonds with another issuance in December 2034 with a par of \$16,735,000 and funds on hand of \$866,000. An interest rate of 3.00% was modeled based upon a 30-year term. At issuance, it is projected that the District will fund \$283,675 in costs of issuance for the 2034 Bonds with bond proceeds. It is estimated that

\$8,945,000 will be used to refund the Series 2024 Bonds, \$1,072,000 will be used as part of a Reserve Fund, and the remaining \$7,300,325 is projected to be deposited to the District’s project fund to reimburse the District for eligible expenses.

- 6. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.00% to annual property tax revenues.
- 7. It is projected that there will be a 6.00% biennial inflation rate on residential assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if theinflation rate is below 6.00%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$17,886,000 across the projected senior issuances, excluding refundings.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Welty Ridge Metropolitan District No. 1, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the District’s Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by Piper Sandler. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because Piper Sandler has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. Piper Sandler has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,



Shelby Noble
Managing Director

**SERVICE PLAN
FOR
WELTY RIDGE METROPOLITAN DISTRICT NO. 1**

***(AMENDED AND RESTATED SERVICE PLAN
FOR HIGH PLAINS METROPOLITAN DISTRICT NO. 3)***

TOWN OF JOHNSTOWN, COLORADO

Prepared

by

LAW OFFICE OF MICHAEL E. DAVIS, LLC
1151 Eagle Drive, Suite 366
Loveland, Colorado 80537

[Approval DATE]

TABLE OF CONTENTS

I. INTRODUCTION.....1

 A. Intent and Purpose.....1

 B. Need for the District.....1

 C. Town’s Objective.....2

II. DEFINITIONS2

III. BOUNDARIES6

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION6

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES7

 A. Powers of the District and Service Plan Amendment.....7

 1. Operations and Maintenance Limitation.....7

 2. Trails and Amenities.....7

 3. Fire Protection, Ambulance and Emergency Services Limitation.....7

 4. Television Relay and Translation Limitation8

 5. Telecommunication Facilities.....8

 6. Construction Standards Limitation8

 7. Zoning and Land Use Requirements; Sales and Use Tax.....8

 8. Growth Limitations.....8

 9. Conveyance.....8

 10. Privately Placed Debt Limitation.....9

 11. Inclusion Limitation.....9

 12. Overlap Limitation.....10

 13. Debt Limitation.....10

 14. Maximum Debt Authorization.....10

15. Recurring Fee Limitation.....10

16. Monies from Other Governmental Sources10

17. Consolidation Limitation10

18. Public Improvement Fee Limitation10

19. Bankruptcy Limitation11

20. Water Rights/Resources Limitation11

21. Eminent Domain Limitation11

22. Covenant Enforcement and Design Review Services.....12

23. Special Improvement Districts.....12

24. Reimbursement Agreement with Adjacent Landowners12

25. Land Purchase Limitation12

26. Developer Reimbursement of Public Improvement Related Costs12

27. Developer Reimbursement of Administration, Operations and Maintenance Related Costs13

28. Board Meetings and Website Limitations.....13

29. Financial Review13

B. Service Plan Amendment Requirement14

C. Capital Plan.....14

VI. FINANCIAL PLAN.....14

A. General.....14

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.....15

C. Mill Levies.....15

D. Developer Debt Mill Levy Imposition Term16

E. Debt Instrument Disclosure Requirement.....17

F. Publicly-Marketed Debt.....17

G. Security for Debt.....17

H. District Operating Costs.....17

VII. ANNUAL REPORT AND CALLS FOR NOMINATIONS.....18

VIII. DISSOLUTION.....19

IX. INTERGOVERNMENTAL AGREEMENTS20

X. NON-COMPLIANCE WITH SERVICE PLAN.....20

XI. MISCELLANEOUS20

 A. Headings20

 B. Town Consent.....20

 C. Town Expenses20

XII. CONCLUSION21

LIST OF EXHIBITS

EXHIBIT A-1	Legal Description – Initial District Boundaries
EXHIBIT A-2	Legal Description – Inclusion Area Boundaries
EXHIBIT B	Johnstown Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proofs of Ownership and Consents of Owners
EXHIBIT D	Intergovernmental Agreement between the District and Johnstown
EXHIBIT E	Capital Plan
EXHIBIT F	Financial Plan
EXHIBIT G	Form of District Disclosure Notice
EXHIBIT H	Indemnification Letters

I. INTRODUCTION

A. Intent and Purpose.

The original service plan for High Plains Metropolitan District No. 3 (“HPMD3”) was approved by the Town Council of the Town of Johnstown (the “Town”), County of Weld, State of Colorado on March 17, 2008 (Resolution No. 2008-07C) (the “Original Service Plan”). The Original Service Plan contemplated a multi-district structure and anticipated that HPMD3 would undertake the planning, design, acquisition, construction, installation and financing of the public improvements contemplated therein in a collective effort with High Plains Metropolitan District Nos., 1, 2 and 4. The proponents of HPMD3 proceeded with the organization of the district, conducted a public election in accordance with the Special District Act on May 6, 2008, and obtained an order from the Weld County District Court on May 19, 2008 establishing HPMD3 pursuant to Section 32-1-305, C.R.S. Since the entry of the District Court order, HPMD3 has undertaken the administrative and ministerial activities as required by State law to remain a lawfully existing political subdivision of the State. As of the approval date of this Service Plan, HPMD3 has levied no debt service mill levy, imposed no Fees, constructed no Public Improvements, and incurred no Debt.

During 2021 the service plan for High Plains Metropolitan District No. 2 was amended and restated to describe the "Revere at Johnstown" development project which is separate and distinct from the Project (defined below). In order to accommodate the Project phasing and to ensure the proper planning, design, acquisition, construction, installation and financing of the Public Improvements for the Project, the Board (defined below) has determined it is necessary to amend and restate the Original Service Plan. In addition, to better align with the planned development Project the Board has determined to change the name of the District to “Welty Ridge Metropolitan District No. 1” (the “District”). This Service Plan for Welty Ridge Metropolitan District No. 1 (Amended and Restated Service Plan for High Plains Metropolitan District No. 3) (the “Service Plan”) incorporates a revised financing plan and capital project cost estimates to reflect the phased development and financing of the District, as well as a revised Inclusion Area Boundary Map that shows the property that may be included, in whole or in part, within the District’s Boundaries. The Inclusion Area Boundary Map does not include any property that is intended to be or will be included in any other metropolitan district. The Original Service Plan for HPMD3 is replaced in its entirety by this Service Plan, as to HPMD3 only.

The Town intends that this Service Plan grant authority to the District to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The Town and the District acknowledge that the District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the District’s activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. The District is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the District and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the District. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the District.

The Town intends to authorize the District to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The District shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

The Town prefers that all property classified as Residential Property shall be located solely within the boundaries of a residential district and that all property classified as Commercial Property shall be located solely within the boundaries of a commercial district. The distinction facilitates two goals: (1) to have similarly situated properties governed by a Board with common interests, and (2) to apply a lower maximum tax burden on residential owners. The foregoing shall not prohibit a residential district, commercial district or mixed-use district from sharing the costs of Public Improvements in compliance with the provisions of this Service Plan and applicable law, as long as each district is responsible for costs approximately proportionate to the benefit to that district. The District is a residential district, and inclusion of Commercial Property into the District without the prior written approval of the Town Council would constitute a material modification of this Service Plan.

Unless the District has operational responsibilities for any of the Public Improvements or Covenant Enforcement and Design Review Services, the Town intends that the District dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the Subdivision Development and Improvement Agreement for Town of Johnstown (Welty Ridge Subdivision Filing No. 1) by and between the Town and Platte Land & Water, LLC recorded in the office of the Weld County Clerk & Recorder on December 15, 2021 at reception number 4785367, together with the Welty Ridge Subdivision – Filing No. 1 plat recorded on even date therewith at reception number 4785368, as amended by the Outline Development Plan Amendment 1 – Welty Ridge recorded March 10, 2022 at reception number 4809242, as may be amended or revised by the Town from time to time.

Assessment Rate Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and Maximum Operations and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. below which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer’s estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Commercial Property: means all property other than residential real property as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.30. below.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users. As of the date of this Service Plan, the Developer is Platte Land & Water, LLC.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer within the District for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

Developer Debt Mill Levy Imposition Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1. below.

Development Fee: means a one-time development or system development fee that may be imposed by the District on a per unit (residential) or per square foot (non-residential) basis at or prior to the issuance of the initial building permit for the unit or structure to assist with the planning and development of the Public Improvements or the repayment of Debt.

District: means Welty Ridge Metropolitan District No. 1 (formerly known as High Plains Metropolitan District No. 3).

End User: means any owner, tenant or occupant of any taxable Residential Property within the District after such property has been vertically developed, other than a real estate or construction company that developed the property. By way of illustration, an individual homeowner or renter is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant who is (i) a municipal advisor, as defined in Section 15b of the federal "Securities Exchange Act of 1934", that is registered with the Securities and Exchange Commission under Section 15b of the Federal "Securities Exchange Act of 1934"; and (ii) is not an officer or employee of the Developer or the District.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.13. below.

Financial Plan: means the Financial Plan described in Section VI below, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating and debt service revenue derived from property taxes.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map for each District.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Authorization: means the total Debt the District is permitted to incur as set forth in Section V.A.17. below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Operation and Maintenance Expenses, as set forth in Section VI.C below

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on Residential Property for repayment of Debt, as set forth in Section VI.E. below.

Operations and Maintenance Mill Levy: means the mill levy the District is permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C. below.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as the Welty Ridge residential development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in the Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the District with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the District for administrative or operations and maintenance costs related to services, programs or facilities provided by the District as limited by the provisions of Section V.A.18. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Residential Property: means “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Service Area: means the property within the Initial District Boundary Map and Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by the Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Council in accordance with the Town’s ordinance and the applicable State law.

Special District Act: means Sections 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the District.

Town: means the Town of Johnstown, Colorado.

Town Code: means the Johnstown Municipal Code.

Town Council: means the Town Council of the Town of Johnstown, Colorado.

Transfer Fee: means a fee assessed upon each sale of real property within the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one (1) acre and the total area proposed to be included in the Inclusion Area Boundaries is approximately Fifty-Two (52) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proofs of Ownership and consents of the owners to organization of the District for all properties within the Initial District Boundaries and Inclusion Area Boundaries are attached hereto as **Exhibit C-3**. The District’s boundaries may change from time to time as the District undergoes inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE / POPULATION PROJECTIONS / ASSESSED VALUATION

The Service Area consists of approximately Fifty-Three (53) acres of residential land. The estimated assessed valuation of the Service Area is \$12,000 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

The population of the District at build-out is estimated to be approximately Nine Hundred Fifty (950) people.

The Town's approval of this Service Plan does not imply approval of the development of a specific area within the District, nor does it imply approval of the 442 residential units that may be identified in this Service Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and operation and maintenance of the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District's residents subsidizing the use by non-District's residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of

conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan District, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion.

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved in writing by the Town or such other governmental entities. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District acknowledges that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District's revenue.

12. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town's sole discretion, for any Town capital improvement projects for streets, transportation, utilities, trails or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with the Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that the interest rate does not exceed the lesser of (i) the interest rate allowed under Section 32-1-1101(7)(b), C.R.S. or (ii) the current market interest rate for the debt based on criteria determined by us [me], including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the statement from the registered municipal advisor, and the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all property or a portion of the property within the Inclusion Area Boundaries pursuant to § 32-1-401, C.R.S. and shall provide written notice to the Town of all such inclusions concurrently therewith. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town and no portion of any of the District shall ever consist of property not within the Town's corporate boundaries.

15. Overlap Limitation. The boundaries of the District shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping District.

16. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of this Amended and Restated Service Plan the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees.

17. Maximum Debt Authorization. The District shall not issue Debt in excess of Twenty Million, Five Hundred Sixty-Eight Thousand, Nine Hundred Dollars (\$20,568,900). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the District shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations or maintenance expenses related to services, programs or facilities provided by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent

increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

20. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other District.

21. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer, including without limitation a lodging or use fee, except pursuant to an intergovernmental agreement with the Town.

22. Transfer Fee Limitation. The District shall not be authorized to impose a transfer fee on sale of real property within the District, except pursuant to an intergovernmental agreement with the Town; however, this limitation shall not prevent imposition of a one-time per property Development Fee upon issuance of the initial building permit for the property. No Development Fees shall be assessed for subsequent building permits obtained by End Users, such as for remodeling or addition to an existing structure.

23. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan. The District shall immediately notify the Town and propose an amendment to the Service Plan to address the future of the District.

24. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town.

25. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise its statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District's exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise its statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District's boundaries. In no event shall the District exercise its statutory power of dominant eminent domain to condemn property owned by the Town.

26. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Revised Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.

27. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

28. Reimbursement Agreement with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

29. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, the Approved Development Plans, the Town Code or other

development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or approved pursuant to an intergovernmental agreement with the Town.

30. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District's behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive the following Cost Verification Reports: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition and the costs of organization of the District, including the construction costs and the soft costs, but excluding the accounting and legal fees, are reasonable and are related to the provision of the Public Improvements or are related to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

31. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

32. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown or conducted virtually via internet or telephone platform available for free access by the public. The District shall establish and maintain a public website and shall include the name of the Project or a name that allows property owners and residents of the District to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, each District shall timely post a copy of all of the following documents on its public website: a) each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., b) the transparency notices provided pursuant to Section 32-1-809, C.R.S, c) each recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, and g) all meeting agendas and meeting packets; and h) all information required pursuant to Section 32-1-104.5(3), C.R.S

33. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the District. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in the Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Twenty-Three Million, Seven Hundred Fifty Thousand, Nine Hundred Twenty Dollars (\$23,750,920). Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District is expected to be financed by the Developer of the Project.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization, Twenty Million, Five Hundred Sixty-Eight Thousand, Nine Hundred Dollars (\$20,568,900), and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This Maximum Debt Authorization allows for issuance of Debt in the amount of up to 115% of the expected Debt shown in the Financial Plan and proforma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies. All Debt issued by the District may be payable from any and all legally available revenues of the District, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by Piper Sandler, and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue and debt service revenue derived from property taxes for the District. The Maximum Debt Authorization is supported by the Financial Plan.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed Eighteen percent (18%). The proposed maximum underwriting discount shall be Four Percent (4.0%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the District and shall be subject to the Developer Debt Mill Levy Imposition Term provided in Section VI.D below.

C. Mill Levies.

1. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be forty (40.000) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if a majority of the Board of the District is End Users, and such District Board authorizes such a Maximum Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy

may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

2. Maximum Operations and Maintenance Mill Levy. The maximum Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of a District shall be ten (10.000) mills subject to an Assessment Rate Adjustment, if applicable and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District is End Users, such Board may eliminate the maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

3. Subdistricts and Director Districts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition; provided that the Maximum Debt Authorization shall be an aggregate limit for all of the property within the District regardless of subdistricts. The District shall notify the Town prior to establishing any such subdistricts and shall provide the Town with details regarding the purpose, location, and relationship of the subdistricts. The District shall notify the Town if it establishes director districts pursuant to Sec. 32-1-902.7, C.R.S.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses more than forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the Resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Developer of property within the boundaries of the District.

F. Notice of Debt to Town.

At least fifteen (15) business days prior to the issuance of any Debt, the District shall submit to the Town a copy of the resolution approving the Debt.

Within ten (10) business days subsequent to the issuance of Debt, the District shall provide the following to the Town: (i) the marketing documents that have been published; (ii) the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt; and (iii) a certification of the Board of the District that the Debt is in compliance with the Service Plan (if such certification is not already contained in the resolution approving the Debt).

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town’s approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District’s obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District Organizational and Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the District’s organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year’s operating budget is estimated to be Fifty Thousand Dollars (\$50,000) for all of the District combined, which is anticipated to be derived from operations and maintenance mill levy and other revenues.

VII. ANNUAL REPORT AND CALLS FOR NOMINATIONS

The District shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued (the “report year”). The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S., as amended. The annual report shall also include the following items: 1. Description of proposed plan to construct public improvements in the next year; 2. List of construction contracts executed that year, with the names and a principal contact person for each contractor; 3. The name and contact information for each Director, the District Manager /chief administrator, and the District’s attorney; 4. The date, place and time of regular Board meetings; 5. Certification from the District Board that the District is in compliance with all provisions of the Service Plan; 6. Copies of any agreements with the Developer in the report year; 7. The total acreage of property within the District; and 8. A list of any outstanding debt and debt payment schedules.

Pursuant to § 1-13.5-501(1.7), C.R.S., the District shall provide public notice of a call for nominations for the election. Unless otherwise waived in writing by the Town Manager, from and after the time that the District has any residential End Users within the District, the District shall include the call for nominations as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing mailed to the eligible electors of the District, in the timeframe required by statute for providing the notice, in addition to complying with any other notice requirements of the Special District Act and the Colorado Local Government Election Code.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the District at the District’s organizational meeting is attached as **Exhibit D**. The District shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the District’s organizational meeting.

The District shall enter into one or more intergovernmental agreements from time to time to allocate its respective responsibilities for the provision of the Public Improvements. In addition to the requirements of V.D., above, the District shall submit a copy of any such intergovernmental agreement to the Town Manager within ten (10) business days of execution.

The District and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer’s indemnification letter shall be submitted to the Town as part of this Service Plan. The District shall approve and execute the indemnification letter at its first Board meeting after its organizational election, in the same form as the

indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the District's organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waives the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

A. Headings. 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 Service Plan.

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.

C. Town Expenses. The District shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in enforcing any provision of the Service Plan.

D. Disclosure Notice. The District's disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**. In addition to the statutory notice, the District will use reasonable efforts to assure that all End Users purchasing property within the District Boundaries and Inclusion Area Boundaries receive a written notice regarding existing District mill levies, the Maximum Debt Mill Levy, and a general description of the District's authority to impose and collect fees.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
2. The existing service in the area to be served by the District is inadequate for present and projected needs;

3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;

4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special District, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District is compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;

8. The proposal is in compliance with any duly adopted Town, regional or State long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Legal Description – Initial District Boundaries

A PART OF PLANNING AREA 4 (“PA-4”) AS SHOWN IN THE WELTY RIDGE OUTLINE DEVELOPMENT PLAN AMENDMENT 1, RECORDED MARCH 10, 2022 AT RECEPTION NO. 4809242, WELD COUNTY, COLORADO, DESCRIBED AS THE SOUTH 208 FEET OF THE WEST 208 FEET OF SAID PA-4. SAID PARCEL CONTAINS 1 ACRE MORE OR LESS.

EXHIBIT A-2

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Legal Description – Inclusion Area Boundaries

THE SOUTH HALF OF PA-1 AND ALL OF PA-4, OUTLINE DEVELOPMENT PLAN AMENDMENT 1 – WELTY RIDGE, RECORDED MARCH 10, 2022 AT RECEPTION NUMBER 4809242, WELD COUNTY, COLORADO, SUCH PROPERTY CONTAINING APPROXIMATELY 52 ACRES.

EXHIBIT B

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Johnstown Vicinity Map

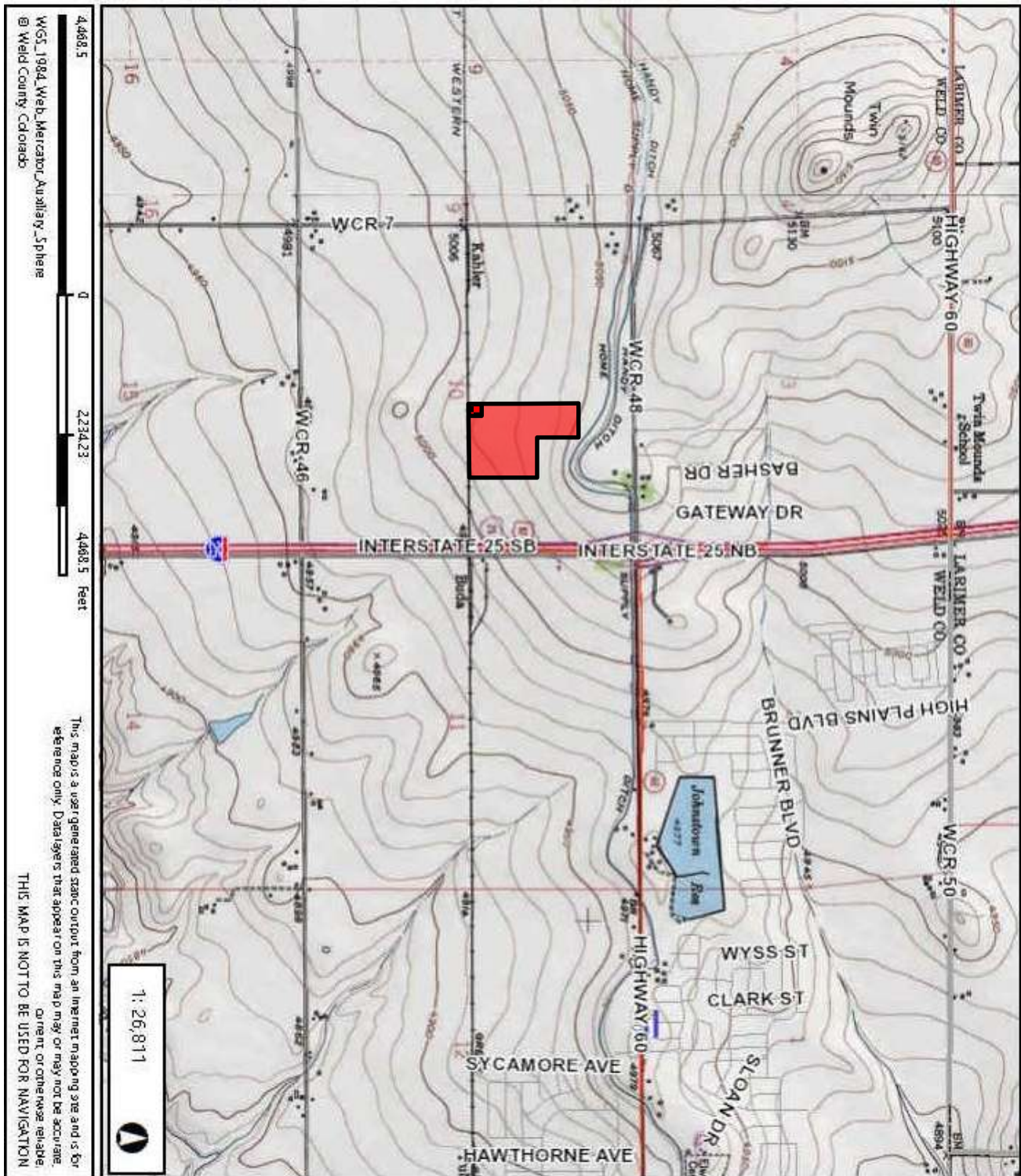


EXHIBIT C-1

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Initial District Boundary Map

Loaf n' Jug

Red Barn Liquors

Weld County Rd 48

JOHNSTOWN PARKWAY
MAJOR ARTERIAL

D COUNTY ROAD 48
MAJOR ARTERIAL

LOT 1

LOT 2

LOT 3

LOT 4

BUC-EES
(BY OTHERS)

COLLECTOR ROAD A

COLLECTOR NUGGET

COLLECTOR ROAD B

COLLECTOR ROAD C

COLLECTOR NUGGET

LOT 6

LOT 5

PROPOSED

Initial District Boundaries
Welly Ridge Metro District No. 1

PROPOSED EAST POND

Initial District Boundaries
Welly Ridge Metro District No. 2

OFFSITE SANITARY SEWER
CONNECTION TO WCR 46 AND
CR 11 ALIGNMENT

I-25

er Hwy

EXHIBIT C-2

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1 Inclusion Area Boundary Map

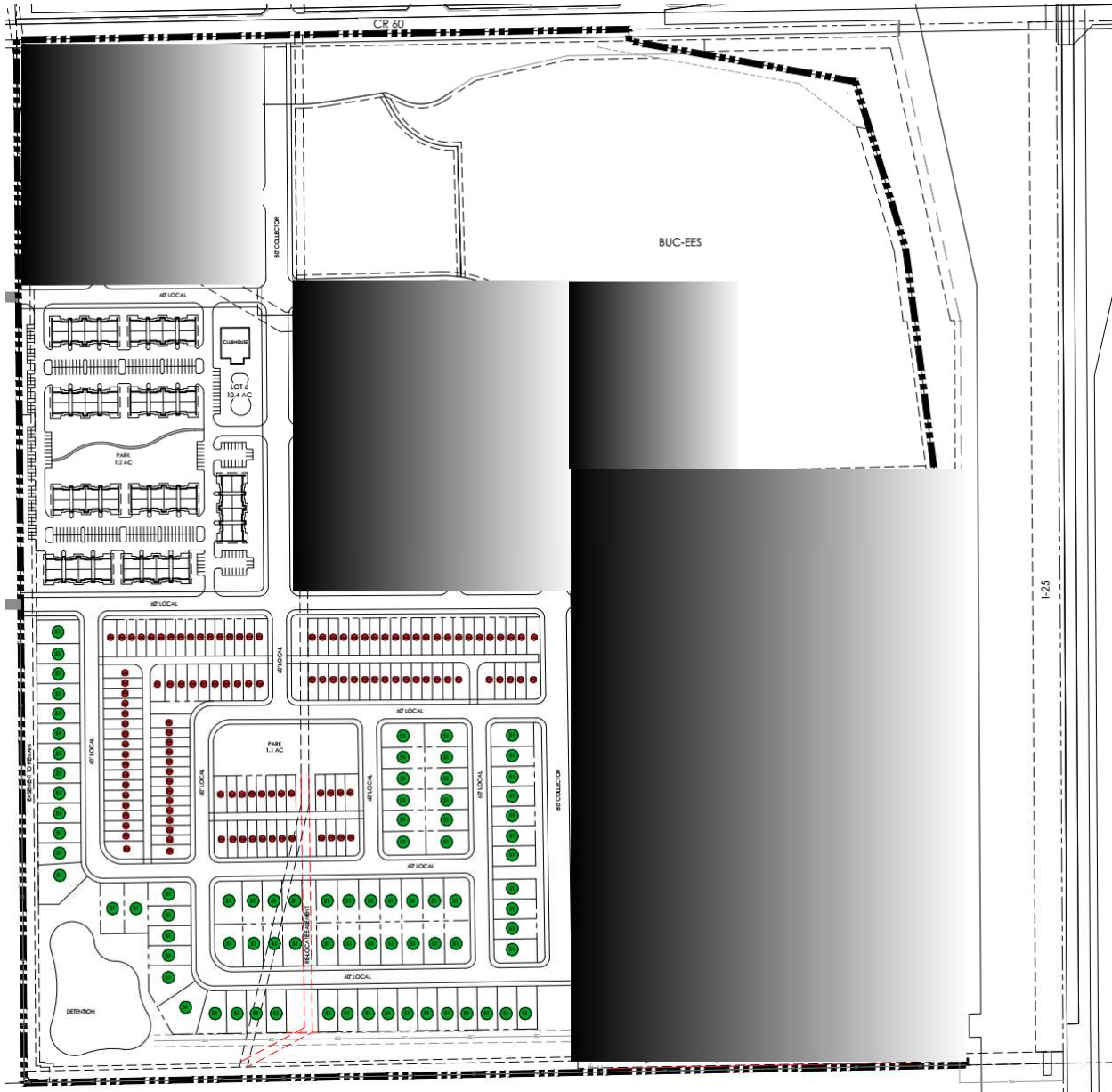


EXHIBIT C-3

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Proof of Ownership and Consent of Owner

Town Council of the Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534

To Whom It May Concern:

The Deed Exhibit attached hereto, is a copy of the deed proving that Platte Land & Water, LLC, a Delaware limited liability company, is the one hundred percent (100%) fee owner of the property described therein (the "Property"). The Property constitutes the territory within the Inclusion Area Boundaries of Welty Ridge Metropolitan District No. 1 (the "District"), as described in the Service Plan for Welty Ridge Metropolitan District No. 1 (Amended and Restated Service Plan for High Plains Metropolitan District No. 3). The purpose of this letter is to advise the Town Council of the Town of Johnstown that Platte Land & Water, LLC consents to the continuing existence of the District and the inclusion of the Property into the District.

PLATTE LAND & WATER, LLC,
a Delaware limited liability company

By: Timothy Walsh, Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2023 by Timothy Walsh, as _____ of Platte Land & Water, LLC.

[SEAL]

Notary Public

My commission expires _____

DEED EXHIBIT

4433263 09/24/2018 01:53 PM
Total Pages: 6 Rec Fee: \$38.00
Carly Koppes - Clerk and Recorder, Weld County, CO

When recorded return to:
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Christopher L. Thome, Esq.

SPECIAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-115]

I-25 and 144 Partners, LTD, a Texas limited partnership ("Grantor"), whose street address is 5953 Dallas Parkway, Suite 200-A, Plano, TX 75093, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Platte Land & Water, LLC, a Delaware limited liability company, whose street address is 1400 16th Street, Suite 320, Denver, CO 80202, the real property in the County of Weld and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: 3766 County Road 48, Johnstown, CO 80534.

Signed as of this 20th day of September, 2018.

[Signature page follows]



**SIGNATURE PAGE
TO
SPECIAL WARRANTY DEED**
[Statutory Form - C.R.S. § 38-30-115]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the day and year first written above.

GRANTOR:

I-25 and 144 Partners LTD,
a Texas limited partnership

By: Prosperia Investment Partners, LLC,
Its General Partner

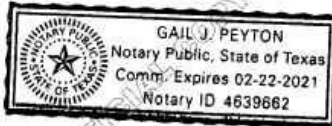
By: *Frank Babb*
Name: Frank Babb
Its: Managing Member

STATE OF Texas)
) ss.
COUNTY OF Gallin)

The foregoing instrument was acknowledged before me this 20th day of September, 2018, by Frank Babb, as Managing Member of I-25 and 144 Partners, LTD, a Texas limited partnership.

Witness my hand and official seal.

My commission expires: 2/22/2021
Gail J. Peyton
Notary Public



4433263 09/24/2018 01:53 PM
Page 3 of 6

Exhibit A

Legal Description

The NE ¼ of Section 10, Township 4 North, Range 68 West of the 6th P.M.,
County of Weld, State of Colorado,
Except that portion conveyed in Book 1570 at Page 620.

EXHIBIT D

**SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1
Intergovernmental Agreement between the District and Johnstown**

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
WELTY RIDGE METROPOLITAN DISTRICT NO. 1**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, _____, by and between the TOWN OF JOHNSTOWN, a municipal corporation of the State of Colorado (“Town”), and WELTY RIDGE METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall

not result in the District's residents subsidizing the use by non-District's residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan District, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved by the Town or such other governmental entities. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town’s zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District agrees that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District’s revenue.

12. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town’s sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with the Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

The District shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager’s approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all or a portion of the property with the Inclusion Area Boundaries only after approval by the Town of this Amended

and Restated Service Plan. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The District shall only include within its boundaries property that has been annexed to the Town and no portion of any of the District shall ever consist of property not within the Town’s corporate boundaries.

15. Overlap Limitation. The boundaries of the District shall not overlap unless the aggregate Debt mill levies within the overlapping District will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping District.

16. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of this Amended and Restated Service Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

17. Maximum Debt Authorization. The District shall not issue Debt in excess of Twenty Million, Five Hundred Sixty-Eight Thousand, Nine Hundred Dollars (\$20,568,900). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the District shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses related to services, programs or facilities furnished by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

20. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior approval of Town Council, unless such consolidation is with one of the other District.

21. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

22. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in the Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of the Service Plan, and thus an express violation of the approval of the Service Plan.

23. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

24. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise its statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District’s exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise its statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District’s boundaries. In no event shall the District exercise its statutory power of dominant eminent domain to condemn property owned by the Town.

25. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town’s architectural control, design review and other zoning, land use, development, design and other controls are separate

requirements that must be met in addition to any similar controls or services undertaken by the District.

26. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

27. Reimbursement Agreement with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

28. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, the Approved Development Plan, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

29. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

30. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant

retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

31. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The District shall establish and maintain a public website and the District's website shall include the name of the Project or a name that allows residents of the community and the District to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, the District shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., on the District's website.

32. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

33. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the Service Plan shall be deemed to be material modifications to the Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

34. Maximum Debt Mill Levy.

The Maximum Debt Mill Levy shall be forty (40.000) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy if a majority of the Board of the District is End Users, and such District Board authorizes such a Maximum Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

35. Maximum Operations and Maintenance Mill Levy. The maximum Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of the District shall be ten (10.000) mills and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District is End Users, such Board may eliminate the maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

36. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

37. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses after forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Directors on the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

38. Dissolution. Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

39. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Welty Ridge Metropolitan District No. 1
 c/o Law Office of Michael E. Davis, LLC
 1151 Eagle Drive, Suite 366
 Loveland, Colorado 80537
 Attn: Michael Davis, *Esq.*
 Phone: (720) 324-3130

To the Town: Attn: Town Manager
 Town of Johnstown
 223 1st Street
 Johnstown, CO 80615
 Phone: (970) 454-3338

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

40. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

41. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

42. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

43. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.

44. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

45. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

46. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

47. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

48. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

49. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District, including any Bonds.

50. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

51. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

WELTY RIDGE METROPOLITAN
DISTRICT NO. 1

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
_____, Mayor

Attest:

By: _____
_____, Town Clerk

APPROVED AS TO FORM: _____

EXHIBIT E
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1
Capital Plan

Wetly Ridge Metro District No.1 Last Updated 7/27/2023			48% Regional			Lot 3			Lot 5			Total		
Group	Activity	Unit	Unit Cost	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	
Sanitary	Sanitary Sewer 8" W/ MH	LF	\$ 160.00	724	\$ 115,891									
Sanitary	Sanitary Sewer 12" W/ MH	LF	\$ 190.00	2,808	\$ 533,520									
Sanitary	Sanitary Sewer 15" W/ MH	LF	\$ 230.00	2,410	\$ 552,208									
Sanitary	Sanitary Sewer 18" W/ MH	LF	\$ 300.00	1,460	\$ 434,880									
Sanitary	Sanitary Subtotal	LS			\$ 1,638,499		\$ 492,000		\$ 916,800		\$ 916,800		\$ 3,047,299	
Underdrain	Underdrain 6" PVC W/ Cleanout	LF	\$ 93.00	3,552	\$ 328,506									
Underdrain	Underdrain 8" PVC W/ Cleanout	LF	\$ 110.00	3,859	\$ 424,512									
Underdrain	Underdrain Subtotal	LS			\$ 753,018		\$ 285,975		\$ 532,890		\$ 532,890		\$ 1,571,883	
Water	Water Main 8" PVC (W/ Appurtenance)	LF	\$ 130.00	912	\$ 118,560									
Water	Fire Hydrant Assembly (Tee, 6" GV, Pipe, riser)	EA	\$ 7,500.00	3	\$ 21,600									
Water	Water Main 10" PVC (W/ Appurtenance)	LF	\$ 190.00	768	\$ 145,920									
Water	Water Subtotal	LS			\$ 286,080		\$ 476,625		\$ 1,363,150		\$ 1,363,150		\$ 2,125,955	
Storm	18" RCP	LF	\$ 100.00	77	\$ 7,680									
Storm	24" RCP	LF	\$ 125.00											
Storm	30" RCP	LF	\$ 150.00											
Storm	36" RCP	LF	\$ 250.00	336	\$ 84,000									
Storm	42" RCP	LF	\$ 350.00	422	\$ 147,840									
Storm	54" RCP	LF	\$ 400.00	634	\$ 253,440									
Storm	60" RCP	LF	\$ 550.00	264	\$ 145,200									
Storm	4" DIA Manholes	EA	\$ 4,500.00	21	\$ 92,250									
Storm	5" DIA Manholes	EA	\$ 6,000.00	5	\$ 28,800									
Storm	6" DIA Manholes	EA	\$ 12,000.00	3	\$ 34,560									
Storm	Type R Inlet 15'	EA	\$ 14,300.00	5	\$ 68,640									
Storm	Detention Ponds	LS	\$ 525,000.00											
Storm	Storm Subtotal	LS			\$ 770,160		\$ 840,859		\$ 2,091,869		\$ 2,091,869		\$ 3,702,887	
Streets	Major Arterial WCR 48	LF	\$ 900.00	304	\$ 273,456									
Streets	Collector w/ Flush Median	LF	\$ 575.00	1,680	\$ 966,000									
Streets	Non-Residential Local	LF	\$ 350.00											
Streets	Residential Local	LF	\$ 350.00											
Streets	Roundabout Intersection	EA	\$ 750,000.00	0.5	\$ 360,000									
Streets	Street Subtotal	LS			\$ 1,599,456		\$ 3,978,834		\$ 7,832,109		\$ 7,832,109		\$ 16,964,943	
Landscape	Major Arterial	LF	\$ 75.00	304	\$ 22,788									
Landscape	Collector w/ Flush Median	LF	\$ 50.00	1,680	\$ 84,000									
Landscape	Residential and Non-Residential Local	LF	\$ 30.00											
Landscape	Parks	EA	\$ 150,000.00	1	\$ 150,000									
Landscape	Monument Signs	EA	\$ 375,000.00											
Landscape	Landscape Subtotal	LS			\$ 106,788		\$ 632,750		\$ 921,900		\$ 921,900		\$ 1,661,438	
Subtotal Development Costs					\$ 5,154,001	\$ 6,327,109	\$ 9,219,900	\$ 20,091,869	\$ 20,091,869	\$ 20,091,869	\$ 20,091,869	\$ 48,555,581	\$ 48,555,581	
25% Contingency					\$ 1,288,500	\$ 994,708	\$ 994,708	\$ 1,988,027	\$ 1,988,027	\$ 1,988,027	\$ 1,988,027	\$ 4,241,236	\$ 4,241,236	
10% Engineering and Surveying					\$ 515,400	\$ 397,883	\$ 397,883	\$ 783,211	\$ 783,211	\$ 783,211	\$ 1,696,494	\$ 1,696,494		
5% Construction Management					\$ 257,700	\$ 198,942	\$ 198,942	\$ 391,605	\$ 391,605	\$ 391,605	\$ 848,247	\$ 848,247		
Total Per PA					\$ 7,215,601	\$ 5,570,367	\$ 10,964,952	\$ 23,702,887	\$ 23,702,887	\$ 23,702,887	\$ 23,702,887	\$ 53,755,000	\$ 53,755,000	

EXHIBIT F
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1
Financial Plan

Welty Ridge Metropolitan District No. 1
Weld County, Colorado
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**General Obligation Bonds, Series 2024**  
**General Obligation Refunding & Improvement Bonds, Series 2034**  
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Service Plan

Bond Assumptions	Series 2024	Series 2034	Total
Closing Date	12/1/2024	12/1/2034	
First Call Date	12/1/2029	12/1/2044	
Final Maturity	12/1/2054	12/1/2064	
Discharge Date	12/2/2064	12/2/2064	
Sources of Funds			
Par Amount	9,230,000	16,735,000	
Funds on Hand	0	866,000	
Total	9,230,000	17,601,000	
Uses of Funds			
Project Fund	6,607,900	7,300,325	13,908,225
Refunding Escrow	0	8,945,000	
Capitalized Interest	1,384,500	0	
Reserve Fund	803,000	1,072,000	
Cost of Issuance	434,600	283,675	
Total	9,230,000	17,601,000	
Max Par Amount ¹			17,886,000
Debt Features			
Projected Coverage at Mill Levy Cap	1.00x	1.00x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	5.000%	3.000%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Residential	6.00%	6.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Residential Assessment Ratio			
Service Plan Base Year	2024		
Single Family 2024 Base Rate	6.77%		
Multi Family 2024 Base Rate	6.77%		
Debt Service Mills			
Service Plan Mill Levy Cap	40.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	2.00%		
Operations			
Mill Levy	10.000		

1. Max Par Amount is calculated by taking the Total Uses of Funds less the Refunding Escrow.

**Welty Ridge Metropolitan District No. 1
Development Summary**

Statutory Actual Value (2023)	Residential - Single Family		Total	Residential - Multifamily		Total
	SFA	SFD		MF		
	\$400,000	\$500,000		\$250,000		
2024	-	-	82	-	-	-
2025	41	41	82	-	-	-
2026	41	41	82	-	-	-
2027	29	29	58	220	-	220
2028	-	-	-	-	-	-
2029	-	-	-	-	-	-
2030	-	-	-	-	-	-
2031	-	-	-	-	-	-
2032	-	-	-	-	-	-
2033	-	-	-	-	-	-
2034	-	-	-	-	-	-
2035	-	-	-	-	-	-
2036	-	-	-	-	-	-
2037	-	-	-	-	-	-
2038	-	-	-	-	-	-
2039	-	-	-	-	-	-
2040	-	-	-	-	-	-
2041	-	-	-	-	-	-
2042	-	-	-	-	-	-
2043	-	-	-	-	-	-
2044	-	-	-	-	-	-
2045	-	-	-	-	-	-
2046	-	-	-	-	-	-
2047	-	-	-	-	-	-
2048	-	-	-	-	-	-
2049	-	-	-	-	-	-
2050	-	-	-	-	-	-
2051	-	-	-	-	-	-
2052	-	-	-	-	-	-
2053	-	-	-	-	-	-
2054	-	-	-	-	-	-
2055	-	-	-	-	-	-
2056	-	-	-	-	-	-
2057	-	-	-	-	-	-
2058	-	-	-	-	-	-
2059	-	-	-	-	-	-
2060	-	-	-	-	-	-
2061	-	-	-	-	-	-
2062	-	-	-	-	-	-
2063	-	-	-	-	-	-
2064	-	-	-	-	-	-
Total Units	111	111	222	220	-	220
Total Statutory Actual Value	\$44,400,000	\$55,500,000	\$99,900,000	\$55,000,000	-	\$55,000,000

Welty Ridge Metropolitan District No. 1

Assessed Value

	Vacant and Improved Land ¹		Residential - Single Family 2024					Assessed Value in Collection Year 2 Year Lag
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Residential Units Delivered	Biennial Reassessment 6.00%	Cumulative Statutory Actual Value	Assessment Rate		
2024	3,690,000	0	-	-	0	6.765%	0	
2025	3,690,000	0	82	-	38,390,760	6.765%	0	
2026	8,110,000	1,070,100	82	2,303,446	79,852,781	6.765%	0	
2027	0	1,070,100	58	6,486,256	108,104,260	6.765%	2,597,135	
2028	0	2,351,900	-	-	114,590,516	6.765%	5,402,041	
2029	0	0	-	6,875,431	114,590,516	6.765%	7,313,253	
2030	0	0	-	-	121,465,947	6.765%	7,752,048	
2031	0	0	-	7,287,957	121,465,947	6.765%	7,752,048	
2032	0	0	-	-	128,753,904	6.765%	8,217,171	
2033	0	0	-	7,725,234	128,753,904	6.765%	8,217,171	
2034	0	0	-	-	136,479,138	6.765%	8,710,202	
2035	0	0	-	8,188,748	136,479,138	6.765%	8,710,202	
2036	0	0	-	-	144,667,886	6.765%	9,232,814	
2037	0	0	-	8,680,073	144,667,886	6.765%	9,232,814	
2038	0	0	-	-	153,347,959	6.765%	9,786,782	
2039	0	0	-	9,200,878	153,347,959	6.765%	9,786,782	
2040	0	0	-	-	162,548,837	6.765%	10,373,989	
2041	0	0	-	9,752,930	162,548,837	6.765%	10,373,989	
2042	0	0	-	-	172,301,767	6.765%	10,996,429	
2043	0	0	-	10,338,106	172,301,767	6.765%	10,996,429	
2044	0	0	-	-	182,639,873	6.765%	11,656,215	
2045	0	0	-	10,968,392	182,639,873	6.765%	11,656,215	
2046	0	0	-	-	193,598,265	6.765%	12,355,587	
2047	0	0	-	11,615,896	193,598,265	6.765%	12,355,587	
2048	0	0	-	-	205,214,161	6.765%	13,096,923	
2049	0	0	-	12,312,850	205,214,161	6.765%	13,096,923	
2050	0	0	-	-	217,527,011	6.765%	13,882,738	
2051	0	0	-	13,051,621	217,527,011	6.765%	13,882,738	
2052	0	0	-	-	230,578,632	6.765%	14,715,702	
2053	0	0	-	13,834,718	230,578,632	6.765%	14,715,702	
2054	0	0	-	-	244,413,349	6.765%	15,598,644	
2055	0	0	-	14,664,801	244,413,349	6.765%	15,598,644	
2056	0	0	-	-	259,078,150	6.765%	16,534,563	
2057	0	0	-	15,544,689	259,078,150	6.765%	16,534,563	
2058	0	0	-	-	274,622,839	6.765%	17,526,637	
2059	0	0	-	16,477,370	274,622,839	6.765%	17,526,637	
2060	0	0	-	-	291,100,210	6.765%	18,578,235	
2061	0	0	-	17,466,013	291,100,210	6.765%	18,578,235	
2062	0	0	-	-	308,566,222	6.765%	19,692,929	
2063	0	0	-	18,513,973	308,566,222	6.765%	19,692,929	
2064	0	0	-	-	327,080,196	6.765%	20,874,505	
Total			222	221,279,381				

1. Vacant land value calculated in year prior to construction as 10% build-out market value

Welty Ridge Metropolitan District No. 1
Assessed Value

Residential - Multi Family 2024							Total
Residential Units Delivered	Biennial Reassessment	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year	Assessed Value in Collection Year	2 Year Lag	2 Year Lag
	6.00%						
2024	-	-	0	6.765%	0	0	0
2025	-	-	0	6.765%	0	0	0
2026	-	-	0	6.765%	0	0	1,070,100
2027	220	3,572,026	59,533,769	6.765%	0	0	3,667,235
2028	-	-	63,105,795	6.765%	4,027,459	11,340,713	7,753,941
2029	-	3,786,348	66,892,143	6.765%	4,269,107	12,021,155	12,021,155
2030	-	-	66,892,143	6.765%	4,269,107	12,021,155	12,742,425
2031	-	4,013,529	70,905,671	6.765%	4,525,253	12,742,425	12,742,425
2032	-	-	70,905,671	6.765%	4,525,253	12,742,425	13,506,970
2033	-	4,254,340	75,160,011	6.765%	4,796,769	13,506,970	14,317,388
2034	-	-	75,160,011	6.765%	4,796,769	13,506,970	14,317,388
2035	-	4,509,601	79,669,612	6.765%	5,084,575	14,317,388	15,176,432
2036	-	-	79,669,612	6.765%	5,084,575	14,317,388	15,176,432
2037	-	4,780,177	84,449,789	6.765%	5,389,649	15,176,432	15,176,432
2038	-	-	84,449,789	6.765%	5,389,649	15,176,432	16,087,018
2039	-	5,066,987	89,516,776	6.765%	5,713,028	16,087,018	16,087,018
2040	-	-	89,516,776	6.765%	5,713,028	16,087,018	17,052,239
2041	-	5,371,007	94,887,783	6.765%	6,055,810	17,052,239	17,052,239
2042	-	-	94,887,783	6.765%	6,055,810	17,052,239	18,075,373
2043	-	5,693,267	99,581,050	6.765%	6,419,159	18,075,373	18,075,373
2044	-	-	99,581,050	6.765%	6,419,159	18,075,373	19,159,895
2045	-	6,034,863	106,615,913	6.765%	6,804,308	19,159,895	19,159,895
2046	-	-	106,615,913	6.765%	6,804,308	19,159,895	20,309,489
2047	-	6,396,955	113,012,867	6.765%	7,212,566	20,309,489	20,309,489
2048	-	-	113,012,867	6.765%	7,212,566	20,309,489	21,528,058
2049	-	6,780,772	119,793,640	6.765%	7,645,320	21,528,058	21,528,058
2050	-	-	119,793,640	6.765%	7,645,320	21,528,058	22,819,742
2051	-	7,187,618	126,981,258	6.765%	8,104,040	22,819,742	22,819,742
2052	-	-	126,981,258	6.765%	8,104,040	22,819,742	24,188,927
2053	-	7,618,875	134,600,133	6.765%	8,590,282	24,188,927	24,188,927
2054	-	-	134,600,133	6.765%	8,590,282	24,188,927	25,640,262
2055	-	8,076,008	142,676,141	6.765%	9,105,699	25,640,262	25,640,262
2056	-	-	142,676,141	6.765%	9,105,699	25,640,262	27,178,678
2057	-	8,560,568	151,236,710	6.765%	9,652,041	27,178,678	27,178,678
2058	-	-	151,236,710	6.765%	9,652,041	27,178,678	28,809,399
2059	-	9,074,203	160,310,912	6.765%	10,231,163	28,809,399	28,809,399
2060	-	-	160,310,912	6.765%	10,231,163	28,809,399	30,537,962
2061	-	9,618,655	169,929,567	6.765%	10,845,033	30,537,962	30,537,962
2062	-	-	169,929,567	6.765%	10,845,033	30,537,962	32,370,240
2063	-	10,195,774	180,125,341	6.765%	11,495,735	32,370,240	32,370,240
2064	-	-	180,125,341	6.765%	11,495,735	32,370,240	32,370,240
Total	220	120,591,572					

1. Vacant

Welty Ridge Metropolitan District No. 1

Revenue

	Total		District Mill Levy Revenue		County Treasurer Fee 2.00%	Annual Trustee Fee	Total
	Assessed Value in Collection Year	Debt Mill Levy 40.000 Cap 40.000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%			
2024	0	0.000	0	0	0	0	0
2025	0	40.000	0	0	0	(4,000)	(4,000)
2026	1,070,100	40.000	42,590	2,555	(852)	(4,000)	40,294
2027	3,667,235	40.000	145,956	8,757	(2,919)	(4,000)	147,794
2028	7,753,941	40.000	308,607	18,516	(6,172)	(4,000)	316,951
2029	11,340,713	40.000	451,360	27,082	(9,027)	(4,000)	465,415
2030	12,021,155	40.000	478,442	28,707	(9,569)	(4,000)	493,580
2031	12,021,155	40.000	478,442	28,707	(9,569)	(4,000)	493,580
2032	12,742,425	40.000	507,149	30,429	(10,143)	(4,000)	523,434
2033	12,742,425	40.000	507,149	30,429	(10,143)	(4,000)	523,434
2034	13,506,970	40.000	537,577	32,255	(10,752)	(4,000)	555,081
2035	13,506,970	40.000	537,577	32,255	(10,752)	(4,000)	555,081
2036	14,317,388	40.000	569,832	34,190	(11,397)	(4,000)	588,625
2037	14,317,388	40.000	569,832	34,190	(11,397)	(4,000)	588,625
2038	15,176,432	40.000	604,022	36,241	(12,080)	(4,000)	624,183
2039	15,176,432	40.000	604,022	36,241	(12,080)	(4,000)	624,183
2040	16,087,018	40.000	640,263	38,416	(12,805)	(4,000)	661,874
2041	16,087,018	40.000	640,263	38,416	(12,805)	(4,000)	661,874
2042	17,052,239	40.000	678,679	40,721	(13,574)	(4,000)	701,826
2043	17,052,239	40.000	678,679	40,721	(13,574)	(4,000)	701,826
2044	18,075,373	40.000	719,400	43,164	(14,388)	(4,000)	744,176
2045	18,075,373	40.000	719,400	43,164	(14,388)	(4,000)	744,176
2046	19,159,895	40.000	762,564	45,754	(15,251)	(4,000)	789,066
2047	19,159,895	40.000	762,564	45,754	(15,251)	(4,000)	789,066
2048	20,309,489	40.000	808,318	48,499	(16,166)	(4,000)	836,650
2049	20,309,489	40.000	808,318	48,499	(16,166)	(4,000)	836,650
2050	21,528,058	40.000	856,817	51,409	(17,136)	(4,000)	887,089
2051	21,528,058	40.000	856,817	51,409	(17,136)	(4,000)	887,089
2052	22,819,742	40.000	908,226	54,494	(18,165)	(4,000)	940,555
2053	22,819,742	40.000	908,226	54,494	(18,165)	(4,000)	940,555
2054	24,188,927	40.000	962,719	57,763	(19,254)	(4,000)	997,228
2055	24,188,927	40.000	962,719	57,763	(19,254)	(4,000)	997,228
2056	25,640,262	40.000	1,020,482	61,229	(20,410)	(4,000)	1,057,302
2057	25,640,262	40.000	1,020,482	61,229	(20,410)	(4,000)	1,057,302
2058	27,178,678	40.000	1,081,711	64,903	(21,634)	(4,000)	1,120,980
2059	27,178,678	40.000	1,081,711	64,903	(21,634)	(4,000)	1,120,980
2060	28,809,399	40.000	1,146,614	68,797	(22,932)	(4,000)	1,188,479
2061	28,809,399	40.000	1,146,614	68,797	(22,932)	(4,000)	1,188,479
2062	30,537,962	40.000	1,215,411	72,925	(24,308)	(4,000)	1,260,027
2063	30,537,962	40.000	1,215,411	72,925	(24,308)	(4,000)	1,260,027
2064	32,370,240	40.000	1,288,336	77,300	(25,767)	(4,000)	1,335,869
Total			29,233,301	1,753,998	(584,666)	(160,000)	30,242,633

**Welty Ridge Metropolitan District No. 1
Debt Service**

	Total		Net Debt Service		Total	Surplus Fund			Ratio Analysis	
	Revenue Available for Debt Service		Series 2024	Series 2034		Funds on Hand Used as a Source	Cumulative Balance¹ \$	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
			Dated: 12/1/2024 Par: \$9,230,000 Proj: \$6,607,900	Dated: 12/1/2034 Par: \$16,735,000 Proj: \$7,300,325 Escr: \$8,945,000						
2024	0	0	0	0	0	0	0	0	n/a	n/a
2025	0	0	0	0	0	0	0	0	n/a	863%
2026	40,294	0	0	0	40,294	0	40,294	0	n/a	252%
2027	147,794	0	0	0	147,794	0	188,088	0	n/a	119%
2028	316,951	0	461,500	0	(144,549)	0	43,539	0	69%	81%
2029	465,415	461,500	461,500	461,500	0	3,915	47,454	0	101%	77%
2030	493,580	491,500	491,500	491,500	0	2,080	49,533	0	100%	77%
2031	493,580	490,000	490,000	490,000	0	3,580	53,113	0	101%	72%
2032	523,434	518,500	518,500	518,500	0	4,934	58,047	0	101%	71%
2033	523,434	520,500	520,500	520,500	0	2,934	60,982	0	101%	67%
2034	555,081	552,250	552,250	552,250	0	2,831	0	812	101%	66%
2035	555,081	Refunded	552,050	552,050	0	3,031	0	3,031	101%	117%
2036	588,625	588,625	588,625	588,625	0	3,075	0	3,075	101%	116%
2037	588,625	588,000	588,000	588,000	0	625	0	625	100%	109%
2038	624,183	620,300	620,300	620,300	0	3,883	0	3,883	101%	108%
2039	624,183	621,550	621,550	621,550	0	2,633	0	2,633	100%	101%
2040	661,874	657,650	657,650	657,650	0	4,224	0	4,224	101%	100%
2041	661,874	657,550	657,550	657,550	0	4,324	0	4,324	101%	93%
2042	701,826	697,300	697,300	697,300	0	4,526	0	4,526	101%	92%
2043	701,826	700,700	700,700	700,700	0	1,126	0	1,126	100%	86%
2044	744,176	743,800	743,800	743,800	0	376	0	376	100%	84%
2045	744,176	740,400	740,400	740,400	0	3,776	0	3,776	101%	78%
2046	789,066	786,850	786,850	786,850	0	2,216	0	2,216	100%	76%
2047	789,066	786,650	786,650	786,650	0	2,416	0	2,416	100%	70%
2048	836,650	836,150	836,150	836,150	0	500	0	500	100%	68%
2049	836,650	833,850	833,850	833,850	0	2,800	0	2,800	100%	62%
2050	887,089	886,250	886,250	886,250	0	839	0	839	100%	60%
2051	887,089	886,700	886,700	886,700	0	389	0	389	100%	54%
2052	940,555	936,700	936,700	936,700	0	3,855	0	3,855	100%	52%
2053	940,555	939,750	939,750	939,750	0	805	0	805	100%	46%
2054	997,228	992,200	992,200	992,200	0	5,028	0	5,028	101%	44%
2055	997,228	992,550	992,550	992,550	0	4,678	0	4,678	100%	39%
2056	1,057,302	1,052,300	1,052,300	1,052,300	0	5,002	0	5,002	100%	36%
2057	1,057,302	1,054,650	1,054,650	1,054,650	0	2,652	0	2,652	100%	31%
2058	1,120,980	1,116,250	1,116,250	1,116,250	0	4,730	0	4,730	100%	28%
2059	1,120,980	1,120,300	1,120,300	1,120,300	0	680	0	680	100%	23%
2060	1,188,479	1,188,450	1,188,450	1,188,450	0	29	0	29	100%	20%
2061	1,188,479	1,183,750	1,183,750	1,183,750	0	4,729	0	4,729	100%	15%
2062	1,260,027	1,258,300	1,258,300	1,258,300	0	1,727	0	1,727	100%	11%
2063	1,260,027	1,259,700	1,259,700	1,259,700	0	327	0	327	100%	7%
2064	1,335,869	1,333,050	1,333,050	1,333,050	0	2,819	0	2,819	100%	0%
Total	30,246,633	3,495,750	26,609,250	30,105,000	63,000	141,633	78,633	0	100%	0%

Item #11.

Welty Ridge Metropolitan District No. 1

Revenue

	Total		Operations Mill Levy Revenue			Expense	Total
	Assessed Value in Collection Year		O&M Mill Levy 10,000 Cap 10,000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%		
2024	0	0	0.000	0	0	0	0
2025	0	0	10.000	0	0	0	0
2026	1,070,100	639	10,000	10,701	639	(214)	11,126
2027	3,667,235	2,189	10,000	36,672	2,189	(733)	38,128
2028	7,753,941	4,629	10,000	77,539	4,629	(1,551)	80,618
2029	11,340,713	6,770	10,000	113,407	6,770	(2,268)	117,909
2030	12,021,155	7,177	10,000	120,212	7,177	(2,404)	124,984
2031	12,742,425	7,607	10,000	127,424	7,607	(2,548)	132,483
2032	12,742,425	7,607	10,000	127,424	7,607	(2,548)	132,483
2033	12,742,425	7,607	10,000	127,424	7,607	(2,548)	132,483
2034	13,506,970	8,064	10,000	135,070	8,064	(2,701)	140,432
2035	13,506,970	8,064	10,000	135,070	8,064	(2,701)	140,432
2036	14,317,388	8,547	10,000	143,174	8,547	(2,863)	148,858
2037	14,317,388	8,547	10,000	143,174	8,547	(2,863)	148,858
2038	15,176,432	9,060	10,000	151,764	9,060	(3,035)	157,789
2039	15,176,432	9,060	10,000	151,764	9,060	(3,035)	157,789
2040	16,087,018	9,604	10,000	160,870	9,604	(3,217)	167,257
2041	16,087,018	9,604	10,000	160,870	9,604	(3,217)	167,257
2042	17,052,239	10,180	10,000	170,522	10,180	(3,410)	177,292
2043	17,052,239	10,180	10,000	170,522	10,180	(3,410)	177,292
2044	18,075,373	10,791	10,000	180,754	10,791	(3,615)	187,930
2045	18,075,373	10,791	10,000	180,754	10,791	(3,615)	187,930
2046	19,159,895	11,438	10,000	191,599	11,438	(3,832)	199,205
2047	19,159,895	11,438	10,000	191,599	11,438	(3,832)	199,205
2048	20,309,489	12,125	10,000	203,095	12,125	(4,062)	211,158
2049	20,309,489	12,125	10,000	203,095	12,125	(4,062)	211,158
2050	21,528,058	12,852	10,000	215,281	12,852	(4,306)	223,827
2051	21,528,058	12,852	10,000	215,281	12,852	(4,306)	223,827
2052	22,819,742	13,623	10,000	228,197	13,623	(4,564)	237,257
2053	22,819,742	13,623	10,000	228,197	13,623	(4,564)	237,257
2054	24,188,927	14,441	10,000	241,889	14,441	(4,838)	251,492
2055	24,188,927	14,441	10,000	241,889	14,441	(4,838)	251,492
2056	25,640,262	15,307	10,000	256,403	15,307	(5,128)	266,582
2057	25,640,262	15,307	10,000	256,403	15,307	(5,128)	266,582
2058	27,178,678	16,226	10,000	271,787	16,226	(5,436)	282,577
2059	27,178,678	16,226	10,000	271,787	16,226	(5,436)	282,577
2060	28,809,399	17,199	10,000	288,094	17,199	(5,762)	299,531
2061	28,809,399	17,199	10,000	288,094	17,199	(5,762)	299,531
2062	30,537,962	18,231	10,000	305,380	18,231	(6,108)	317,503
2063	30,537,962	18,231	10,000	305,380	18,231	(6,108)	317,503
2064	32,370,240	19,325	10,000	323,702	19,325	(6,474)	336,553
Total		438,500	7,345,051			(146,901)	7,636,649

SOURCES AND USES OF FUNDS

**Welty Ridge Metropolitan District No. 1
Weld County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2024**

Dated Date                    12/01/2024  
Delivery Date                12/01/2024

*Sources:*

|                       |              |
|-----------------------|--------------|
| <b>Bond Proceeds:</b> |              |
| Par Amount            | 9,230,000.00 |
|                       | 9,230,000.00 |

*Uses:*

|                                |              |
|--------------------------------|--------------|
| <b>Project Fund Deposits:</b>  |              |
| Project Fund                   | 6,607,900.00 |
| <b>Other Fund Deposits:</b>    |              |
| Capitalized Interest Fund      | 1,384,500.00 |
| Debt Service Reserve Fund      | 803,000.00   |
|                                | 2,187,500.00 |
| <b>Cost of Issuance:</b>       |              |
| Other Cost of Issuance         | 250,000.00   |
| <b>Delivery Date Expenses:</b> |              |
| Underwriter's Discount         | 184,600.00   |
|                                | 9,230,000.00 |

## BOND SUMMARY STATISTICS

### Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024

|                                 |               |
|---------------------------------|---------------|
| Dated Date                      | 12/01/2024    |
| Delivery Date                   | 12/01/2024    |
| Last Maturity                   | 12/01/2054    |
| <br>                            |               |
| Arbitrage Yield                 | 5.000000%     |
| True Interest Cost (TIC)        | 5.151783%     |
| Net Interest Cost (NIC)         | 5.086197%     |
| All-In TIC                      | 5.364629%     |
| Average Coupon                  | 5.000000%     |
| <br>                            |               |
| Average Life (years)            | 23.203        |
| Duration of Issue (years)       | 13.592        |
| <br>                            |               |
| Par Amount                      | 9,230,000.00  |
| Bond Proceeds                   | 9,230,000.00  |
| Total Interest                  | 10,708,000.00 |
| Net Interest                    | 10,892,600.00 |
| Total Debt Service              | 19,938,000.00 |
| Maximum Annual Debt Service     | 992,250.00    |
| Average Annual Debt Service     | 664,600.00    |
| <br>                            |               |
| Underwriter's Fees (per \$1000) |               |
| Average Takedown                |               |
| Other Fee                       | 20.000000     |
|                                 | 20.000000     |
| Total Underwriter's Discount    | 20.000000     |
| <br>                            |               |
| Bid Price                       | 98.000000     |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond Due 2054    | 9,230,000.00     | 100.000      | 5.000%                | 23.203              |
|                       | 9,230,000.00     |              |                       | 23.203              |

|                            | <u>TIC</u>   | <u>All-In TIC</u> | <u>Arbitrage Yield</u> |
|----------------------------|--------------|-------------------|------------------------|
| Par Value                  | 9,230,000.00 | 9,230,000.00      | 9,230,000.00           |
| + Accrued Interest         |              |                   |                        |
| + Premium (Discount)       |              |                   |                        |
| - Underwriter's Discount   | (184,600.00) | (184,600.00)      |                        |
| - Cost of Issuance Expense |              | (250,000.00)      |                        |
| - Other Amounts            |              |                   |                        |
|                            | 9,045,400.00 | 8,795,400.00      | 9,230,000.00           |
| Target Value               |              |                   |                        |
| Target Date                | 12/01/2024   | 12/01/2024        | 12/01/2024             |
| Yield                      | 5.151783%    | 5.364629%         | 5.000000%              |

## BOND PRICING

### Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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### GENERAL OBLIGATION BONDS, SERIES 2024

| <i>Bond Component</i> | <i>Maturity<br/>Date</i> | <i>Amount</i> | <i>Rate</i> | <i>Yield</i> | <i>Price</i> |
|-----------------------|--------------------------|---------------|-------------|--------------|--------------|
| Term Bond Due 2054:   |                          |               |             |              |              |
|                       | 12/01/2025               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2026               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2027               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2028               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2029               |               | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2030               | 30,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2031               | 30,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2032               | 60,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2033               | 65,000        | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2034               | 100,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2035               | 105,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2036               | 145,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2037               | 150,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2038               | 195,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2039               | 205,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2040               | 250,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2041               | 265,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2042               | 320,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2043               | 335,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2044               | 395,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2045               | 410,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2046               | 480,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2047               | 500,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2048               | 575,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2049               | 605,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2050               | 685,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2051               | 720,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2052               | 810,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2053               | 850,000       | 5.000%      | 5.000%       | 100.000      |
|                       | 12/01/2054               | 945,000       | 5.000%      | 5.000%       | 100.000      |
|                       |                          | 9,230,000     |             |              |              |

|                         |              |             |
|-------------------------|--------------|-------------|
| Dated Date              | 12/01/2024   |             |
| Delivery Date           | 12/01/2024   |             |
| First Coupon            | 06/01/2025   |             |
| Par Amount              | 9,230,000.00 |             |
| Original Issue Discount |              |             |
| Production              | 9,230,000.00 | 100.000000% |
| Underwriter's Discount  | (184,600.00) | (2.000000%) |
| Purchase Price          | 9,045,400.00 |             |
| Accrued Interest        | 98.000000%   |             |
| Net Proceeds            | 9,045,400.00 |             |

## NET DEBT SERVICE

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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### GENERAL OBLIGATION BONDS, SERIES 2024

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Capitalized<br/>Interest<br/>Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|------------------------------------------|-----------------------------|
| 12/01/2025               |                  |               | 461,500         | 461,500                       | 461,500                                  |                             |
| 12/01/2026               |                  |               | 461,500         | 461,500                       | 461,500                                  |                             |
| 12/01/2027               |                  |               | 461,500         | 461,500                       | 461,500                                  |                             |
| 12/01/2028               |                  |               | 461,500         | 461,500                       |                                          | 461,500                     |
| 12/01/2029               |                  |               | 461,500         | 461,500                       |                                          | 461,500                     |
| 12/01/2030               | 30,000           | 5.000%        | 461,500         | 491,500                       |                                          | 491,500                     |
| 12/01/2031               | 30,000           | 5.000%        | 460,000         | 490,000                       |                                          | 490,000                     |
| 12/01/2032               | 60,000           | 5.000%        | 458,500         | 518,500                       |                                          | 518,500                     |
| 12/01/2033               | 65,000           | 5.000%        | 455,500         | 520,500                       |                                          | 520,500                     |
| 12/01/2034               | 100,000          | 5.000%        | 452,250         | 552,250                       |                                          | 552,250                     |
| 12/01/2035               | 105,000          | 5.000%        | 447,250         | 552,250                       |                                          | 552,250                     |
| 12/01/2036               | 145,000          | 5.000%        | 442,000         | 587,000                       |                                          | 587,000                     |
| 12/01/2037               | 150,000          | 5.000%        | 434,750         | 584,750                       |                                          | 584,750                     |
| 12/01/2038               | 195,000          | 5.000%        | 427,250         | 622,250                       |                                          | 622,250                     |
| 12/01/2039               | 205,000          | 5.000%        | 417,500         | 622,500                       |                                          | 622,500                     |
| 12/01/2040               | 250,000          | 5.000%        | 407,250         | 657,250                       |                                          | 657,250                     |
| 12/01/2041               | 265,000          | 5.000%        | 394,750         | 659,750                       |                                          | 659,750                     |
| 12/01/2042               | 320,000          | 5.000%        | 381,500         | 701,500                       |                                          | 701,500                     |
| 12/01/2043               | 335,000          | 5.000%        | 365,500         | 700,500                       |                                          | 700,500                     |
| 12/01/2044               | 395,000          | 5.000%        | 348,750         | 743,750                       |                                          | 743,750                     |
| 12/01/2045               | 410,000          | 5.000%        | 329,000         | 739,000                       |                                          | 739,000                     |
| 12/01/2046               | 480,000          | 5.000%        | 308,500         | 788,500                       |                                          | 788,500                     |
| 12/01/2047               | 500,000          | 5.000%        | 284,500         | 784,500                       |                                          | 784,500                     |
| 12/01/2048               | 575,000          | 5.000%        | 259,500         | 834,500                       |                                          | 834,500                     |
| 12/01/2049               | 605,000          | 5.000%        | 230,750         | 835,750                       |                                          | 835,750                     |
| 12/01/2050               | 685,000          | 5.000%        | 200,500         | 885,500                       |                                          | 885,500                     |
| 12/01/2051               | 720,000          | 5.000%        | 166,250         | 886,250                       |                                          | 886,250                     |
| 12/01/2052               | 810,000          | 5.000%        | 130,250         | 940,250                       |                                          | 940,250                     |
| 12/01/2053               | 850,000          | 5.000%        | 89,750          | 939,750                       |                                          | 939,750                     |
| 12/01/2054               | 945,000          | 5.000%        | 47,250          | 992,250                       |                                          | 992,250                     |
|                          | 9,230,000        |               | 10,708,000      | 19,938,000                    | 1,384,500                                | 18,553,500                  |



## BOND DEBT SERVICE

### Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2024

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|------------------------------------|
| 06/01/2025               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2025               |                  |               | 230,750         | 230,750                 | 461,500                            |
| 06/01/2026               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2026               |                  |               | 230,750         | 230,750                 | 461,500                            |
| 06/01/2027               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2027               |                  |               | 230,750         | 230,750                 | 461,500                            |
| 06/01/2028               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2028               |                  |               | 230,750         | 230,750                 | 461,500                            |
| 06/01/2029               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2029               |                  |               | 230,750         | 230,750                 | 461,500                            |
| 06/01/2030               |                  |               | 230,750         | 230,750                 |                                    |
| 12/01/2030               | 30,000           | 5.000%        | 230,750         | 260,750                 | 491,500                            |
| 06/01/2031               |                  |               | 230,000         | 230,000                 |                                    |
| 12/01/2031               | 30,000           | 5.000%        | 230,000         | 260,000                 | 490,000                            |
| 06/01/2032               |                  |               | 229,250         | 229,250                 |                                    |
| 12/01/2032               | 60,000           | 5.000%        | 229,250         | 289,250                 | 518,500                            |
| 06/01/2033               |                  |               | 227,750         | 227,750                 |                                    |
| 12/01/2033               | 65,000           | 5.000%        | 227,750         | 292,750                 | 520,500                            |
| 06/01/2034               |                  |               | 226,125         | 226,125                 |                                    |
| 12/01/2034               | 100,000          | 5.000%        | 226,125         | 326,125                 | 552,250                            |
| 06/01/2035               |                  |               | 223,625         | 223,625                 |                                    |
| 12/01/2035               | 105,000          | 5.000%        | 223,625         | 328,625                 | 552,250                            |
| 06/01/2036               |                  |               | 221,000         | 221,000                 |                                    |
| 12/01/2036               | 145,000          | 5.000%        | 221,000         | 366,000                 | 587,000                            |
| 06/01/2037               |                  |               | 217,375         | 217,375                 |                                    |
| 12/01/2037               | 150,000          | 5.000%        | 217,375         | 367,375                 | 584,750                            |
| 06/01/2038               |                  |               | 213,625         | 213,625                 |                                    |
| 12/01/2038               | 195,000          | 5.000%        | 213,625         | 408,625                 | 622,250                            |
| 06/01/2039               |                  |               | 208,750         | 208,750                 |                                    |
| 12/01/2039               | 205,000          | 5.000%        | 208,750         | 413,750                 | 622,500                            |
| 06/01/2040               |                  |               | 203,625         | 203,625                 |                                    |
| 12/01/2040               | 250,000          | 5.000%        | 203,625         | 453,625                 | 657,250                            |
| 06/01/2041               |                  |               | 197,375         | 197,375                 |                                    |
| 12/01/2041               | 265,000          | 5.000%        | 197,375         | 462,375                 | 659,750                            |
| 06/01/2042               |                  |               | 190,750         | 190,750                 |                                    |
| 12/01/2042               | 320,000          | 5.000%        | 190,750         | 510,750                 | 701,500                            |
| 06/01/2043               |                  |               | 182,750         | 182,750                 |                                    |
| 12/01/2043               | 335,000          | 5.000%        | 182,750         | 517,750                 | 700,500                            |
| 06/01/2044               |                  |               | 174,375         | 174,375                 |                                    |
| 12/01/2044               | 395,000          | 5.000%        | 174,375         | 569,375                 | 743,750                            |
| 06/01/2045               |                  |               | 164,500         | 164,500                 |                                    |
| 12/01/2045               | 410,000          | 5.000%        | 164,500         | 574,500                 | 739,000                            |
| 06/01/2046               |                  |               | 154,250         | 154,250                 |                                    |
| 12/01/2046               | 480,000          | 5.000%        | 154,250         | 634,250                 | 788,500                            |
| 06/01/2047               |                  |               | 142,250         | 142,250                 |                                    |
| 12/01/2047               | 500,000          | 5.000%        | 142,250         | 642,250                 | 784,500                            |
| 06/01/2048               |                  |               | 129,750         | 129,750                 |                                    |
| 12/01/2048               | 575,000          | 5.000%        | 129,750         | 704,750                 | 834,500                            |
| 06/01/2049               |                  |               | 115,375         | 115,375                 |                                    |
| 12/01/2049               | 605,000          | 5.000%        | 115,375         | 720,375                 | 835,750                            |
| 06/01/2050               |                  |               | 100,250         | 100,250                 |                                    |
| 12/01/2050               | 685,000          | 5.000%        | 100,250         | 785,250                 | 885,500                            |
| 06/01/2051               |                  |               | 83,125          | 83,125                  |                                    |
| 12/01/2051               | 720,000          | 5.000%        | 83,125          | 803,125                 | 886,250                            |
| 06/01/2052               |                  |               | 65,125          | 65,125                  |                                    |
| 12/01/2052               | 810,000          | 5.000%        | 65,125          | 875,125                 | 940,250                            |
| 06/01/2053               |                  |               | 44,875          | 44,875                  |                                    |
| 12/01/2053               | 850,000          | 5.000%        | 44,875          | 894,875                 | 939,750                            |
| 06/01/2054               |                  |               | 23,625          | 23,625                  |                                    |
| 12/01/2054               | 945,000          | 5.000%        | 23,625          | 968,625                 | 992,250                            |
|                          | 9,230,000        |               | 10,708,000      | 19,938,000              | 19,938,000                         |

**CALL PROVISIONS**

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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GENERAL OBLIGATION BONDS, SERIES 2024

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2029	103.00
12/01/2030	102.00
12/01/2031	101.00
12/01/2032	100.00

BOND SOLUTION

**Welty Ridge Metropolitan District No. 1
Weld County, Colorado**

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GENERAL OBLIGATION BONDS, SERIES 2024

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2025		461,500	(461,500)				
12/01/2026		461,500	(461,500)		40,294	40,294	
12/01/2027		461,500	(461,500)		147,794	147,794	
12/01/2028		461,500		461,500	316,951	(144,549)	68.68%
12/01/2029		461,500		461,500	465,415	3,915	100.85%
12/01/2030	30,000	491,500		491,500	493,580	2,080	100.42%
12/01/2031	30,000	490,000		490,000	493,580	3,580	100.73%
12/01/2032	60,000	518,500		518,500	523,434	4,934	100.95%
12/01/2033	65,000	520,500		520,500	523,434	2,934	100.56%
12/01/2034	100,000	552,250		552,250	555,081	2,831	100.51%
12/01/2035	105,000	552,250		552,250	555,081	2,831	100.51%
12/01/2036	145,000	587,000		587,000	588,625	1,625	100.28%
12/01/2037	150,000	584,750		584,750	588,625	3,875	100.66%
12/01/2038	195,000	622,250		622,250	624,183	1,933	100.31%
12/01/2039	205,000	622,500		622,500	624,183	1,683	100.27%
12/01/2040	250,000	657,250		657,250	661,874	4,624	100.70%
12/01/2041	265,000	659,750		659,750	661,874	2,124	100.32%
12/01/2042	320,000	701,500		701,500	701,826	326	100.05%
12/01/2043	335,000	700,500		700,500	701,826	1,326	100.19%
12/01/2044	395,000	743,750		743,750	744,176	426	100.06%
12/01/2045	410,000	739,000		739,000	744,176	5,176	100.70%
12/01/2046	480,000	788,500		788,500	789,066	566	100.07%
12/01/2047	500,000	784,500		784,500	789,066	4,566	100.58%
12/01/2048	575,000	834,500		834,500	836,650	2,150	100.26%
12/01/2049	605,000	835,750		835,750	836,650	900	100.11%
12/01/2050	685,000	885,500		885,500	887,089	1,589	100.18%
12/01/2051	720,000	886,250		886,250	887,089	839	100.09%
12/01/2052	810,000	940,250		940,250	940,555	305	100.03%
12/01/2053	850,000	939,750		939,750	940,555	805	100.09%
12/01/2054	945,000	992,250		992,250	997,228	4,978	100.50%
	9,230,000	19,938,000	(1,384,500)	18,553,500	18,659,961	106,461	

SOURCES AND USES OF FUNDS

**Welty Ridge Metropolitan District No. 1
Weld County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034**

Dated Date 12/01/2034  
Delivery Date 12/01/2034

*Sources:*

|                          |               |
|--------------------------|---------------|
| <hr/>                    |               |
| Bond Proceeds:           |               |
| Par Amount               | 16,735,000.00 |
| Other Sources of Funds:  |               |
| Series 2024 Reserve Fund | 803,000.00    |
| Series 2024 Surplus Fund | 63,000.00     |
|                          | <hr/>         |
|                          | 866,000.00    |
|                          | <hr/>         |
|                          | 17,601,000.00 |
|                          | <hr/> <hr/>   |

*Uses:*

|                            |               |
|----------------------------|---------------|
| <hr/>                      |               |
| Project Fund Deposits:     |               |
| Project Fund               | 7,300,325.00  |
| Refunding Escrow Deposits: |               |
| Cash Deposit               | 8,945,000.00  |
| Other Fund Deposits:       |               |
| Debt Service Reserve Fund  | 1,072,000.00  |
| Cost of Issuance:          |               |
| Other Cost of Issuance     | 200,000.00    |
| Delivery Date Expenses:    |               |
| Underwriter's Discount     | 83,675.00     |
|                            | <hr/>         |
|                            | 17,601,000.00 |
|                            | <hr/> <hr/>   |

## BOND SUMMARY STATISTICS

### Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

|                                 |               |
|---------------------------------|---------------|
| Dated Date                      | 12/01/2034    |
| Delivery Date                   | 12/01/2034    |
| Last Maturity                   | 12/01/2064    |
| Arbitrage Yield                 | 3.000000%     |
| True Interest Cost (TIC)        | 3.032382%     |
| Net Interest Cost (NIC)         | 3.022933%     |
| All-In TIC                      | 3.110682%     |
| Average Coupon                  | 3.000000%     |
| Average Life (years)            | 21.803        |
| Duration of Issue (years)       | 15.700        |
| Par Amount                      | 16,735,000.00 |
| Bond Proceeds                   | 16,735,000.00 |
| Total Interest                  | 10,946,250.00 |
| Net Interest                    | 11,029,925.00 |
| Total Debt Service              | 27,681,250.00 |
| Maximum Annual Debt Service     | 2,405,050.00  |
| Average Annual Debt Service     | 922,708.33    |
| Underwriter's Fees (per \$1000) |               |
| Average Takedown                |               |
| Other Fee                       | 5.000000      |
| Total Underwriter's Discount    | 5.000000      |
| Bid Price                       | 99.500000     |

| <i>Bond Component</i> | <i>Par Value</i> | <i>Price</i> | <i>Average Coupon</i> | <i>Average Life</i> |
|-----------------------|------------------|--------------|-----------------------|---------------------|
| Term Bond due 2064    | 16,735,000.00    | 100.000      | 3.000%                | 21.803              |
|                       | 16,735,000.00    |              |                       | 21.803              |

|                            | <u>TIC</u>    | <u>All-In TIC</u> | <u>Arbitrage Yield</u> |
|----------------------------|---------------|-------------------|------------------------|
| Par Value                  | 16,735,000.00 | 16,735,000.00     | 16,735,000.00          |
| + Accrued Interest         |               |                   |                        |
| + Premium (Discount)       |               |                   |                        |
| - Underwriter's Discount   | (83,675.00)   | (83,675.00)       |                        |
| - Cost of Issuance Expense |               | (200,000.00)      |                        |
| - Other Amounts            |               |                   |                        |
| Target Value               | 16,651,325.00 | 16,451,325.00     | 16,735,000.00          |
| Target Date                | 12/01/2034    | 12/01/2034        | 12/01/2034             |
| Yield                      | 3.032382%     | 3.110682%         | 3.000000%              |

**BOND PRICING**

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2064:					
	12/01/2035	50,000	3.000%	3.000%	100.000
	12/01/2036	85,000	3.000%	3.000%	100.000
	12/01/2037	90,000	3.000%	3.000%	100.000
	12/01/2038	125,000	3.000%	3.000%	100.000
	12/01/2039	130,000	3.000%	3.000%	100.000
	12/01/2040	170,000	3.000%	3.000%	100.000
	12/01/2041	175,000	3.000%	3.000%	100.000
	12/01/2042	220,000	3.000%	3.000%	100.000
	12/01/2043	230,000	3.000%	3.000%	100.000
	12/01/2044	280,000	3.000%	3.000%	100.000
	12/01/2045	285,000	3.000%	3.000%	100.000
	12/01/2046	340,000	3.000%	3.000%	100.000
	12/01/2047	350,000	3.000%	3.000%	100.000
	12/01/2048	410,000	3.000%	3.000%	100.000
	12/01/2049	420,000	3.000%	3.000%	100.000
	12/01/2050	485,000	3.000%	3.000%	100.000
	12/01/2051	500,000	3.000%	3.000%	100.000
	12/01/2052	565,000	3.000%	3.000%	100.000
	12/01/2053	585,000	3.000%	3.000%	100.000
	12/01/2054	655,000	3.000%	3.000%	100.000
	12/01/2055	675,000	3.000%	3.000%	100.000
	12/01/2056	755,000	3.000%	3.000%	100.000
	12/01/2057	780,000	3.000%	3.000%	100.000
	12/01/2058	865,000	3.000%	3.000%	100.000
	12/01/2059	895,000	3.000%	3.000%	100.000
	12/01/2060	990,000	3.000%	3.000%	100.000
	12/01/2061	1,015,000	3.000%	3.000%	100.000
	12/01/2062	1,120,000	3.000%	3.000%	100.000
	12/01/2063	1,155,000	3.000%	3.000%	100.000
	12/01/2064	2,335,000	3.000%	3.000%	100.000
		16,735,000			

Dated Date	12/01/2034	
Delivery Date	12/01/2034	
First Coupon	06/01/2035	
Par Amount	16,735,000.00	
Original Issue Discount		
Production	16,735,000.00	100.000000%
Underwriter's Discount	(83,675.00)	(0.500000%)
Purchase Price	16,651,325.00	99.500000%
Accrued Interest		
Net Proceeds	16,651,325.00	

NET DEBT SERVICE

Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Debt Service<br/>Reserve Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|--------------------------------------|-----------------------------|
| 12/01/2035               | 50,000           | 3.000%        | 502,050         | 552,050                       |                                      | 552,050                     |
| 12/01/2036               | 85,000           | 3.000%        | 500,550         | 585,550                       |                                      | 585,550                     |
| 12/01/2037               | 90,000           | 3.000%        | 498,000         | 588,000                       |                                      | 588,000                     |
| 12/01/2038               | 125,000          | 3.000%        | 495,300         | 620,300                       |                                      | 620,300                     |
| 12/01/2039               | 130,000          | 3.000%        | 491,550         | 621,550                       |                                      | 621,550                     |
| 12/01/2040               | 170,000          | 3.000%        | 487,650         | 657,650                       |                                      | 657,650                     |
| 12/01/2041               | 175,000          | 3.000%        | 482,550         | 657,550                       |                                      | 657,550                     |
| 12/01/2042               | 220,000          | 3.000%        | 477,300         | 697,300                       |                                      | 697,300                     |
| 12/01/2043               | 230,000          | 3.000%        | 470,700         | 700,700                       |                                      | 700,700                     |
| 12/01/2044               | 280,000          | 3.000%        | 463,800         | 743,800                       |                                      | 743,800                     |
| 12/01/2045               | 285,000          | 3.000%        | 455,400         | 740,400                       |                                      | 740,400                     |
| 12/01/2046               | 340,000          | 3.000%        | 446,850         | 786,850                       |                                      | 786,850                     |
| 12/01/2047               | 350,000          | 3.000%        | 436,650         | 786,650                       |                                      | 786,650                     |
| 12/01/2048               | 410,000          | 3.000%        | 426,150         | 836,150                       |                                      | 836,150                     |
| 12/01/2049               | 420,000          | 3.000%        | 413,850         | 833,850                       |                                      | 833,850                     |
| 12/01/2050               | 485,000          | 3.000%        | 401,250         | 886,250                       |                                      | 886,250                     |
| 12/01/2051               | 500,000          | 3.000%        | 386,700         | 886,700                       |                                      | 886,700                     |
| 12/01/2052               | 565,000          | 3.000%        | 371,700         | 936,700                       |                                      | 936,700                     |
| 12/01/2053               | 585,000          | 3.000%        | 354,750         | 939,750                       |                                      | 939,750                     |
| 12/01/2054               | 655,000          | 3.000%        | 337,200         | 992,200                       |                                      | 992,200                     |
| 12/01/2055               | 675,000          | 3.000%        | 317,550         | 992,550                       |                                      | 992,550                     |
| 12/01/2056               | 755,000          | 3.000%        | 297,300         | 1,052,300                     |                                      | 1,052,300                   |
| 12/01/2057               | 780,000          | 3.000%        | 274,650         | 1,054,650                     |                                      | 1,054,650                   |
| 12/01/2058               | 865,000          | 3.000%        | 251,250         | 1,116,250                     |                                      | 1,116,250                   |
| 12/01/2059               | 895,000          | 3.000%        | 225,300         | 1,120,300                     |                                      | 1,120,300                   |
| 12/01/2060               | 990,000          | 3.000%        | 198,450         | 1,188,450                     |                                      | 1,188,450                   |
| 12/01/2061               | 1,015,000        | 3.000%        | 168,750         | 1,183,750                     |                                      | 1,183,750                   |
| 12/01/2062               | 1,120,000        | 3.000%        | 138,300         | 1,258,300                     |                                      | 1,258,300                   |
| 12/01/2063               | 1,155,000        | 3.000%        | 104,700         | 1,259,700                     |                                      | 1,259,700                   |
| 12/01/2064               | 2,335,000        | 3.000%        | 70,050          | 2,405,050                     | 1,072,000                            | 1,333,050                   |
|                          | 16,735,000       |               | 10,946,250      | 27,681,250                    | 1,072,000                            | 26,609,250                  |

## BOND DEBT SERVICE

### Welty Ridge Metropolitan District No. 1 Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> | <i>Annual<br/>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|------------------------------------|
| 06/01/2035               |                  |               | 251,025         | 251,025                 |                                    |
| 12/01/2035               | 50,000           | 3.000%        | 251,025         | 301,025                 | 552,050                            |
| 06/01/2036               |                  |               | 250,275         | 250,275                 |                                    |
| 12/01/2036               | 85,000           | 3.000%        | 250,275         | 335,275                 | 585,550                            |
| 06/01/2037               |                  |               | 249,000         | 249,000                 |                                    |
| 12/01/2037               | 90,000           | 3.000%        | 249,000         | 339,000                 | 588,000                            |
| 06/01/2038               |                  |               | 247,650         | 247,650                 |                                    |
| 12/01/2038               | 125,000          | 3.000%        | 247,650         | 372,650                 | 620,300                            |
| 06/01/2039               |                  |               | 245,775         | 245,775                 |                                    |
| 12/01/2039               | 130,000          | 3.000%        | 245,775         | 375,775                 | 621,550                            |
| 06/01/2040               |                  |               | 243,825         | 243,825                 |                                    |
| 12/01/2040               | 170,000          | 3.000%        | 243,825         | 413,825                 | 657,650                            |
| 06/01/2041               |                  |               | 241,275         | 241,275                 |                                    |
| 12/01/2041               | 175,000          | 3.000%        | 241,275         | 416,275                 | 657,550                            |
| 06/01/2042               |                  |               | 238,650         | 238,650                 |                                    |
| 12/01/2042               | 220,000          | 3.000%        | 238,650         | 458,650                 | 697,300                            |
| 06/01/2043               |                  |               | 235,350         | 235,350                 |                                    |
| 12/01/2043               | 230,000          | 3.000%        | 235,350         | 465,350                 | 700,700                            |
| 06/01/2044               |                  |               | 231,900         | 231,900                 |                                    |
| 12/01/2044               | 280,000          | 3.000%        | 231,900         | 511,900                 | 743,800                            |
| 06/01/2045               |                  |               | 227,700         | 227,700                 |                                    |
| 12/01/2045               | 285,000          | 3.000%        | 227,700         | 512,700                 | 740,400                            |
| 06/01/2046               |                  |               | 223,425         | 223,425                 |                                    |
| 12/01/2046               | 340,000          | 3.000%        | 223,425         | 563,425                 | 786,850                            |
| 06/01/2047               |                  |               | 218,325         | 218,325                 |                                    |
| 12/01/2047               | 350,000          | 3.000%        | 218,325         | 568,325                 | 786,650                            |
| 06/01/2048               |                  |               | 213,075         | 213,075                 |                                    |
| 12/01/2048               | 410,000          | 3.000%        | 213,075         | 623,075                 | 836,150                            |
| 06/01/2049               |                  |               | 206,925         | 206,925                 |                                    |
| 12/01/2049               | 420,000          | 3.000%        | 206,925         | 626,925                 | 833,850                            |
| 06/01/2050               |                  |               | 200,625         | 200,625                 |                                    |
| 12/01/2050               | 485,000          | 3.000%        | 200,625         | 685,625                 | 886,250                            |
| 06/01/2051               |                  |               | 193,350         | 193,350                 |                                    |
| 12/01/2051               | 500,000          | 3.000%        | 193,350         | 693,350                 | 886,700                            |
| 06/01/2052               |                  |               | 185,850         | 185,850                 |                                    |
| 12/01/2052               | 565,000          | 3.000%        | 185,850         | 750,850                 | 936,700                            |
| 06/01/2053               |                  |               | 177,375         | 177,375                 |                                    |
| 12/01/2053               | 585,000          | 3.000%        | 177,375         | 762,375                 | 939,750                            |
| 06/01/2054               |                  |               | 168,600         | 168,600                 |                                    |
| 12/01/2054               | 655,000          | 3.000%        | 168,600         | 823,600                 | 992,200                            |
| 06/01/2055               |                  |               | 158,775         | 158,775                 |                                    |
| 12/01/2055               | 675,000          | 3.000%        | 158,775         | 833,775                 | 992,550                            |
| 06/01/2056               |                  |               | 148,650         | 148,650                 |                                    |
| 12/01/2056               | 755,000          | 3.000%        | 148,650         | 903,650                 | 1,052,300                          |
| 06/01/2057               |                  |               | 137,325         | 137,325                 |                                    |
| 12/01/2057               | 780,000          | 3.000%        | 137,325         | 917,325                 | 1,054,650                          |
| 06/01/2058               |                  |               | 125,625         | 125,625                 |                                    |
| 12/01/2058               | 865,000          | 3.000%        | 125,625         | 990,625                 | 1,116,250                          |
| 06/01/2059               |                  |               | 112,650         | 112,650                 |                                    |
| 12/01/2059               | 895,000          | 3.000%        | 112,650         | 1,007,650               | 1,120,300                          |
| 06/01/2060               |                  |               | 99,225          | 99,225                  |                                    |
| 12/01/2060               | 990,000          | 3.000%        | 99,225          | 1,089,225               | 1,188,450                          |
| 06/01/2061               |                  |               | 84,375          | 84,375                  |                                    |
| 12/01/2061               | 1,015,000        | 3.000%        | 84,375          | 1,099,375               | 1,183,750                          |
| 06/01/2062               |                  |               | 69,150          | 69,150                  |                                    |
| 12/01/2062               | 1,120,000        | 3.000%        | 69,150          | 1,189,150               | 1,258,300                          |
| 06/01/2063               |                  |               | 52,350          | 52,350                  |                                    |
| 12/01/2063               | 1,155,000        | 3.000%        | 52,350          | 1,207,350               | 1,259,700                          |
| 06/01/2064               |                  |               | 35,025          | 35,025                  |                                    |
| 12/01/2064               | 2,335,000        | 3.000%        | 35,025          | 2,370,025               | 2,405,050                          |
|                          | 16,735,000       |               | 10,946,250      | 27,681,250              | 27,681,250                         |



**SUMMARY OF BONDS REFUNDED**

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2024, 2024, TERM54:					
	12/01/2035	5.000%	105,000	12/01/2034	100.000
	12/01/2036	5.000%	145,000	12/01/2034	100.000
	12/01/2037	5.000%	150,000	12/01/2034	100.000
	12/01/2038	5.000%	195,000	12/01/2034	100.000
	12/01/2039	5.000%	205,000	12/01/2034	100.000
	12/01/2040	5.000%	250,000	12/01/2034	100.000
	12/01/2041	5.000%	265,000	12/01/2034	100.000
	12/01/2042	5.000%	320,000	12/01/2034	100.000
	12/01/2043	5.000%	335,000	12/01/2034	100.000
	12/01/2044	5.000%	395,000	12/01/2034	100.000
	12/01/2045	5.000%	410,000	12/01/2034	100.000
	12/01/2046	5.000%	480,000	12/01/2034	100.000
	12/01/2047	5.000%	500,000	12/01/2034	100.000
	12/01/2048	5.000%	575,000	12/01/2034	100.000
	12/01/2049	5.000%	605,000	12/01/2034	100.000
	12/01/2050	5.000%	685,000	12/01/2034	100.000
	12/01/2051	5.000%	720,000	12/01/2034	100.000
	12/01/2052	5.000%	810,000	12/01/2034	100.000
	12/01/2053	5.000%	850,000	12/01/2034	100.000
	12/01/2054	5.000%	945,000	12/01/2034	100.000
			8,945,000		

ESCROW REQUIREMENTS

Welty Ridge Metropolitan District No. 1
Weld County, Colorado

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#### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

Dated Date 12/01/2034  
Delivery Date 12/01/2034

| <i>Period<br/>Ending</i> | <i>Principal<br/>Redeemed</i> | <i>Total</i> |
|--------------------------|-------------------------------|--------------|
| 12/01/2034               | 8,945,000                     | 8,945,000.00 |
|                          | 8,945,000                     | 8,945,000.00 |

## PRIOR BOND DEBT SERVICE

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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### GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt<br/>Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------|
| 12/01/2035               | 105,000          | 5.000%        | 447,250         | 552,250                 |
| 12/01/2036               | 145,000          | 5.000%        | 442,000         | 587,000                 |
| 12/01/2037               | 150,000          | 5.000%        | 434,750         | 584,750                 |
| 12/01/2038               | 195,000          | 5.000%        | 427,250         | 622,250                 |
| 12/01/2039               | 205,000          | 5.000%        | 417,500         | 622,500                 |
| 12/01/2040               | 250,000          | 5.000%        | 407,250         | 657,250                 |
| 12/01/2041               | 265,000          | 5.000%        | 394,750         | 659,750                 |
| 12/01/2042               | 320,000          | 5.000%        | 381,500         | 701,500                 |
| 12/01/2043               | 335,000          | 5.000%        | 365,500         | 700,500                 |
| 12/01/2044               | 395,000          | 5.000%        | 348,750         | 743,750                 |
| 12/01/2045               | 410,000          | 5.000%        | 329,000         | 739,000                 |
| 12/01/2046               | 480,000          | 5.000%        | 308,500         | 788,500                 |
| 12/01/2047               | 500,000          | 5.000%        | 284,500         | 784,500                 |
| 12/01/2048               | 575,000          | 5.000%        | 259,500         | 834,500                 |
| 12/01/2049               | 605,000          | 5.000%        | 230,750         | 835,750                 |
| 12/01/2050               | 685,000          | 5.000%        | 200,500         | 885,500                 |
| 12/01/2051               | 720,000          | 5.000%        | 166,250         | 886,250                 |
| 12/01/2052               | 810,000          | 5.000%        | 130,250         | 940,250                 |
| 12/01/2053               | 850,000          | 5.000%        | 89,750          | 939,750                 |
| 12/01/2054               | 945,000          | 5.000%        | 47,250          | 992,250                 |
|                          | 8,945,000        |               | 6,112,750       | 15,057,750              |

**CALL PROVISIONS**

**Welty Ridge Metropolitan District No. 1  
Weld County, Colorado**

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

Call Table: CALL

<i>Call Date</i>	<i>Call Price</i>
12/01/2044	100.00

BOND SOLUTION

Welty Ridge Metropolitan District No. 1 Weld County, Colorado

~ ~ ~

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2034

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2035	50,000	552,050		552,050	555,081	3,031	100.55%
12/01/2036	85,000	585,550		585,550	588,625	3,075	100.53%
12/01/2037	90,000	588,000		588,000	588,625	625	100.11%
12/01/2038	125,000	620,300		620,300	624,183	3,883	100.63%
12/01/2039	130,000	621,550		621,550	624,183	2,633	100.42%
12/01/2040	170,000	657,650		657,650	661,874	4,224	100.64%
12/01/2041	175,000	657,550		657,550	661,874	4,324	100.66%
12/01/2042	220,000	697,300		697,300	701,826	4,526	100.65%
12/01/2043	230,000	700,700		700,700	701,826	1,126	100.16%
12/01/2044	280,000	743,800		743,800	744,176	376	100.05%
12/01/2045	285,000	740,400		740,400	744,176	3,776	100.51%
12/01/2046	340,000	786,850		786,850	789,066	2,216	100.28%
12/01/2047	350,000	786,650		786,650	789,066	2,416	100.31%
12/01/2048	410,000	836,150		836,150	836,650	500	100.06%
12/01/2049	420,000	833,850		833,850	836,650	2,800	100.34%
12/01/2050	485,000	886,250		886,250	887,089	839	100.09%
12/01/2051	500,000	886,700		886,700	887,089	389	100.04%
12/01/2052	565,000	936,700		936,700	940,555	3,855	100.41%
12/01/2053	585,000	939,750		939,750	940,555	805	100.09%
12/01/2054	655,000	992,200		992,200	997,228	5,028	100.51%
12/01/2055	675,000	992,550		992,550	997,228	4,678	100.47%
12/01/2056	755,000	1,052,300		1,052,300	1,057,302	5,002	100.48%
12/01/2057	780,000	1,054,650		1,054,650	1,057,302	2,652	100.25%
12/01/2058	865,000	1,116,250		1,116,250	1,120,980	4,730	100.42%
12/01/2059	895,000	1,120,300		1,120,300	1,120,980	680	100.06%
12/01/2060	990,000	1,188,450		1,188,450	1,188,479	29	100.00%
12/01/2061	1,015,000	1,183,750		1,183,750	1,188,479	4,729	100.40%
12/01/2062	1,120,000	1,258,300		1,258,300	1,260,027	1,727	100.14%
12/01/2063	1,155,000	1,259,700		1,259,700	1,260,027	327	100.03%
12/01/2064	2,335,000	2,405,050	(1,072,000)	1,333,050	1,335,869	2,819	100.21%
	16,735,000	27,681,250	(1,072,000)	26,609,250	26,687,071	77,821	

EXHIBIT G
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

Disclosure Notice

SPECIAL DISTRICT PUBLIC DISCLOSURE
Pursuant to § 32-1-104.8 C.R.S.

Name of the District:	Welty Ridge Metropolitan District No. 1 (“District”)
Contact Information for the District:	c/o Law Office of Michael E. Davis, LLC 1151 Eagle Drive, Suite 366 Loveland, Colorado 80537 Attn: Michael Davis, Esq. Phone: (720) 324-3130
Powers of the District:	<p>All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, and water services, subject to the limitations contained in the District’s Service Plan regarding the exercise of such powers.</p> <p>The District’s Service Plan specifically limits the District authority to exercise the following powers without an intergovernmental agreement with the Town of Johnstown: fire protection, ambulance and emergency services, television relay and translator facilities, telecommunication, solid waste collection, and transportation services.</p>
Service Plan:	The District’s Service Plan, which may be amended from time to time, includes a description of the District’s powers and authority. A copy of the District’s Service Plan is available from the District and from the Division of Local Government.
Financial Powers of the District:	The District is authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which may be found at the District’s office, on the District’s web site, on file at the Division of Local Government in the Department of Local Affairs, or on file at the office of the clerk and recorder of Weld County in which the special district is located.
District Boundaries:	A map of the District’s boundaries is attached hereto as <u>Exhibit A</u> . Please note that the District’s boundaries may change from time to time. Please contact the District for the latest information.

<p>District Taxes and Fees:</p>	<p>The District has authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The District has the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the District may impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The District may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property or a per-square foot basis for non-residential property, and may impose other fees and charges. The Service Plan establishes a maximum Debt Mill Levy and a maximum Operations and Maintenance Mill Levy. The District has the authority to exceed these mill levy caps as provided in the Service Plan. The District's taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Weld County and other jurisdictions. Below are samples of potential property taxes of the District, based on assumed mill levies. Actual mill levies and property taxes in any year may be higher or lower.</p>
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WELTY RIDGE METROPOLITAN DISTRICT NO. 1 PROPERTY TAX ILLUSTRATION

The following is a sample calculation of the property taxes that will be imposed by and paid solely to the District. This calculation does not include the property taxes that will be due and owing to other public taxing entities, such as to the Town of Johnstown, the Weld County Reorganized School District RE-5J or the Thompson School District R2-J and the Thompson Rivers Parks and Recreation District.

<p><u>Sample Calculation of Property Tax for a Residential Property based on the Residential Mill Levy Cap:</u></p> <p>Assumptions: Market value of residence is \$400,000 Mill levy cap is 50 mills (=0.050) *</p> <p>Calculation: $\\$400,000 \times .0715 = \\$28,600$ (Assessed Valuation) $\\$28,600 \times .050 = \mathbf{\\$1, 430}$ per year in taxes owed solely to the District</p>	
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* Per the Service Plan, the District is entitled to adjust the mill levy cap under certain circumstances, without a corresponding increase in the amount of taxes due and owing. For example, if the assessed valuation ratio for residential property is reduced below 0.0715, the District is entitled to increase the mill levy to recover the same amount of taxes that would have been paid based on the assessed valuation ratio on the date of approval of the Service Plan.

[ADD EXHIBIT A – THE DISTRICT’S BOUNDARIES]

EXHIBIT H

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 1

**Indemnification Letters
Part I - Developer Indemnity Letter**

{date – on or after date of Service Plan approval}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: Welty Ridge Metropolitan District No. 1

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Johnstown (the “Town”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for Welty Ridge Metropolitan District No. 1 (the “District”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town’s approval of the District’s Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or its agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER _____
By: _____
Title: _____

Part II - District Indemnity Letter

{date – date of organizational meeting}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: Welty Ridge Metropolitan District No. 1
To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by Welty Ridge Metropolitan District No. 1 (the “District”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the District. The District, for and on behalf of themselves and its transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the District’s Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of Platte Land & Water, LLC (the “Developer”), or its agents, in connection with the formation and organization of the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the District nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the District, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

WELTY RIDGE METROPOLITAN
DISTRICT NO. 1

By: _____
President

Attest:

Secretary

WELTY RIDGE METROPOLITAN DISTRICT NOS. 1 – 2
(f.k.a., HIGH PLAINS METROPOLITAN DISTRICTS NOS. 3 - 4)

c/o Law Office of Michael E. Davis, LLC
 1151 Eagle Drive, Suite 366
 Loveland, Colorado 80537

August 7, 2023

To: Town Council of the Town of Johnstown
 Johnstown, Colorado

**RE: PETITION FOR SERVICE PLAN APPROVALS PURSUANT TO § 32-1-207(2)(a),
 C.R.S.**

Dear Council Members:

High Plains Metropolitan District Nos. 3 and 4 (collectively, the “Districts”) respectfully petition the Town Council to approve the SERVICE PLANS FOR WELTY RIDGE METROPOLITAN DISTRICT NOS. 1 - 2 (AMENDED AND RESTATED SERVICE PLANS FOR HIGH PLAINS METROPOLITAN DISTRICT NOS. 3 - 4), (collectively the “Service Plans,” and individually a “Service Plan”) pursuant to § 32-1-207(2)(a), C.R.S.

The original service plans for the Districts were approved by the Town Council of the Town of Johnstown on March 17, 2008 (Resolution Nos. 2008-07C and -07D) (the “Original Service Plans”). The Original Service Plans contemplated a multi-district structure comprised of a total of four High Plains districts that would undertake the planning, design, acquisition, construction, installation and financing of public improvements for a 515-acre development on the east side of I-25 along the north and south sides of WCR50, plus a 144-acre development on the west side of I-25 on the south side of WCR48. The proponents of the Original Service Plans proceeded with the organization of all four districts in May of 2008. Since the Districts were formed in 2008, they have undertaken only administrative and ministerial activities as required by State law, and neither has constructed any Public Improvements or incurred any debt. There are no residents in either District and the property to be included is comprised entirely of vacant land.

During the past 15 years, development plans have changed and portions of the property described in the Original Service Plans have been sold to various parties, making it necessary to create amended and restated service plans to describe the new development projects that are now separate and distinct from one another, and to eliminate the multi-district structure that was contemplated by the Original Service Plans. To better align with the development plans for the property to be included into the Districts, the Boards of Directors of High Plains Metro District Nos. 3 and 4 have determined to change the names of these Districts to “Welty Ridge Metropolitan District Nos. 1 and 2”. These name changes are currently in process and are anticipated to be complete by about mid-September, 2023. The Districts are adjacent to each

other and are located on the west side of I-25 and the south side of WCR48. The Service Plans amend, re-state, and entirely replace the Original Service Plans for these two districts only.

The Service Plans incorporate financing plans and capital project cost estimates to reflect the current phased development and financing anticipated by the developers and the Districts, as well as revised Inclusion Area Boundary Maps that show the property to be included into each of the Districts. Welty Ridge Metro District No. 1 is a residential district comprised of approximately 53 acres and is projected to include 111 single family attached units, 111 single family detached units, and 220 multi-family units. Welty Ridge Metro District No. 2 is a commercial district comprised of approximately 56 acres and is projected to include 87,350 square feet of space for various commercial purposes. Although the Districts may cooperate with respect to certain shared infrastructure (e.g., sanitary sewer infrastructure), the Districts are independent of each other and any other special districts. The proposed Service Plans follow the Town's model service plan for metropolitan districts in all material respects, including without limitation the maximum debt mill debt levy limits of 40 mills for the residential district and 50 mills for the commercial district, and the maximum operations and maintenance mill levy of 10 mills for each of the districts.

In addition to following the Town's model for the residential district Service Plan, at the request of the Town's attorneys the District incorporated additional language requiring the District, (from and after the time that the District has any residential End Users and unless otherwise waived by the Town Manager), to mail Calls for Nomination to eligible electors. Although the residential District is fully supportive of notifying eligible electors of the opportunity to serve on the District's board of directors, the District believes that the additional provision added to the Service Plan may result only in additional mailing costs that would not otherwise be incurred, without improving the breadth of coverage for the Call for Nominations. The proposed Service Plan language requires that the Call for Nominations be mailed in every circumstance, whereas under Colorado law (§ 1-13.5-501(1.7), C.R.S.) the District is required to mail the Calls for Nomination only if an email address is not available for the voter. State law also requires that regardless of whether the notice is emailed or mailed, the Call for Nominations must additionally be provided to eligible voters by at least one of the following three methods: (1) publication in a local newspaper; (2) including the notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing sent by the district to eligible electors; or (3) posting the information on the official website of the district. To avoid the cost of unnecessarily mailing the Call for Nominations to eligible voters who provided an email address at the time of their voter registration, the District respectfully requests that the Town Manager provide a written waiver of the proposed new Service Plan provision requiring Calls for Nomination to be mailed if the District is able to email such notice to the eligible voter.

Respectfully submitted,



Law Office of Michael E. Davis, LLC
General Counsel

High Plains Metropolitan District Nos. 3-4



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** August 21, 2023
- SUBJECT:** **Public Hearing** – Resolution No. 2023-34 Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2)
- ACTION PROPOSED:** Consider Resolution No. 2023-34
- ATTACHMENTS:**
1. Proposed Service Plan
 2. Cover Letter from Counsel for the District
 3. Letter from Piper Sandler & Co., financial advisor for the District
 4. Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, Carolyn Steffl of Dietze and Davis, P.C.
-

AGENDA ITEM DESCRIPTION:

An application for approval of an Amended and Restated Service Plan (“Service Plan”) was submitted by the Board of Directors of High Plains Metropolitan District No. 4 (“District”), pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S. The Service Plan was submitted in connection with a development known as Welty Ridge, generally located west of Interstate 25 and south of Larimer County Road 48 (“Property”). The Property is subject to an existing service plan that was approved by the Town Council on or about March 17, 2008. Subsequent to approval of the Service Plan, if approved, the Board of Directors of the District intends to change the name of the District to “Welty Ridge Metropolitan District No. 2” to be consistent with the name of the underlying development.

To satisfy the statutory requirements, the Service Plan includes: (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the District boundaries and future inclusion boundaries, (5) an estimate of the population and valuation

The Community That Cares

www.TownofJohnstown.com

for assessment of the District, (6) a description of the facilities to be constructed and the standards for construction, (7) a general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the District, and (8) a proposed intergovernmental agreement.

The District's service area consists of approximately 56.15 acres. The daytime population of the District at build-out is estimated to be approximately 950 people. The District is only for commercial (non-residential) uses.

The Service Plan is generally consistent with the Model Service Plan adopted by the Town Council on February 22, 2017. The maximum debt mill levy is 50 mills, which is typical for commercial service plans approved by the Town. The maximum operations and maintenance mill levy is 10 mills. Notwithstanding the maximum limitations, when a majority of the Board of Directors of the District is composed of end users (any owner, tenant or occupant of any taxable commercial property), the Board of Directors may eliminate the maximum operations and maintenance mill levy. The maximum mill levies are subject to an assessed valuation adjustment, meaning, primarily, that if the commercial assessment rate is changed (the ratio of assessed valuation to actual valuation), the mill levy may be increased above the cap so that the rate change is revenue neutral to the District.

The maximum term for imposition of a debt mill levy is twenty years for developer debt from the initial imposition of an ad valorem property tax by the District, unless the Town approves a longer term by intergovernmental agreement, and forty years for any mill levies imposed on residential property only, except that, if a majority of the Board of Directors of the District is composed of end users, the Board may approve a longer term for a refinancing.

The capital plan, attached as Exhibit E to the Service Plan, estimates public improvement project costs of approximately \$19,024,246. The capital plan was reviewed by Greg Weeks, the Town's Engineer, who found that the total preliminary estimate of costs is probably reasonable, given the stage of the development approval. The capital costs are expected to be revised and refined throughout the development review process.

The financial plan, attached as Exhibit F to the Service Plan, provides that the District will have the ability to issue debt in the approximate par amount of \$24,271,000. The maximum debt authorization under the Service Plan is \$27,911,650, which is 15% over the debt capacity in the Financial Plan to allow for flexibility in case the assessed valuation for the homes are higher than estimated.

Prior to the issuance of any debt, the District is required to submit the District's resolution approving the debt issuance, setting forth the parameters of the issuance, to the Town. Subsequent

to issuance of the debt, the District is required to provide the Town with bond counsel’s opinion letter, a certification from the District that the debt issuance complies with the terms of the Service Plan and a copy of the marketing documents associated with the debt.

The District will establish and maintain a public website, and will timely post a copy of all of the following documents: a) call for nominations, b) the transparency notice, c) the recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas, and h) any other requirements pursuant to law. The District will also e-mail calls for nominations to any email address maintained by the county or otherwise provide notice as required by law.

The primary differences between the Amended and Restated Service Plan and the original Service Plan approved on March 17, 2008 are as follows:

Original Service Plan	Amended and Restated Service Plan
Multiple-district structure for High Plains District Nos.1-5, with District 1 as coordinating district	Stand-alone district
Property Use: Mixed Use	Property Use: Non-residential only
Developer was Johnstown Land Partners II, Ltd	Platte Land & Water, LLC
Expected build out by 2017	Expected build out by 2026
Estimated Public Improvement Cost: \$7,256,879.07	Estimated Public Improvement Cost: \$19,024,246
Aggregate Debt Limit for Districts 2-4: \$45,700,000	Debt Limit for this District only: \$27,911,650
Bonds limited to 30-year term; All debt must be repaid within 40 years from first building permit and not later than 2058	Developer debt limited to 20 years from first mill levy imposition
Maximum Aggregate Mill Levy: 40 Mills	Maximum for Debt: 50 Mills, plus Maximum for O&M: 10 Mills
One time fee: \$1,000 per single family home or non-residential property	None.

Certain parcels had to annex by June 2008, construction of public improvements had to begin by 2011, any developer advances not repaid by 2040 were cancelled.	Removes those limitations. Adds provisions and protections of current model service plan.
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LEGAL ADVICE:

The Town Attorney and the Town’s special counsel have reviewed the proposed Service Plan. The criteria for Town Council approval of a Service Plan are:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- b. The existing service in the area to be served by the District is inadequate for present and projected needs;
- c. The District is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

FINANCIAL ADVICE: The Town has not engaged an outside financial consultant to review the Financial Plan, but it has been reviewed by Special Counsel, Carolyn Steffl. In addition, applicant’s consultant, Piper Sandler & Co., has attached a letter stating that, subject to certain assumptions, the Financial Plan shows the District’s ability to discharge the proposed indebtedness consistent with the limitations contained in the Service Plan.

RECOMMENDED ACTION: Approve Resolution No. 2023-34

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-34 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2).

For Approval with Conditions: I move to approve Resolution No. 2023-34 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2), with the following modifications to the proposed Service Plan, _____ and direct the Town Attorney to revise the Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-34 a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2).

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-34**

RESOLUTION APPROVING THE AMENDED AND RESTATED SERVICE PLAN FOR HIGH PLAINS METROPOLITAN DISTRICT NO. 4 (WELTY RIDGE METROPOLITAN DISTRICT NO. 2)

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

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

WHEREAS, on or about March 17, 2008, the Town Council approved a Service Plan for High Plains Metropolitan District No. 4 (“District”), and the District was thereafter organized by Order and Decree of the District Court of Weld County; and

WHEREAS, the Board of Directors of the District submitted an Amended and Restated Service Plan for High Plains Metropolitan District No. 4 (“District”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A (Amended and Restated Service Plan”), to the Town Council for approval; and

WHEREAS, subsequent to approval of the Amended and Restated Service Plan by the Town Council, the Board of Directors of the District intends to change the name of the District to “Welty Ridge Metropolitan District No. 2” to be more consistent with the name of underlying development; and

WHEREAS, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., on August 21, 2023, the Town Council, following due notice, held a public hearing on the proposed Amended and Restated Service Plan; and

WHEREAS, the Town Council considered the Amended and Restated Service Plan and all other testimony and evidence presented at the hearing; and

WHEREAS, based upon the testimony and evidence presented at the hearing, the Town Council finds that the Amended and Restated Service Plan should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

- 1. ***Satisfaction of Statutory Requirements as to Filing and Notice.*** The Town Council does hereby determine, based on representations made by the District, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., as amended, relating to the filing of the proposed Amended and Restated Service Plan have been fulfilled and that notice of the hearing was given in the time and manner as provided in Section 32-1-204, C.R.S.

2. **Jurisdiction.** The Town Council has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. **Amended and Restated Service Plan Approved; Conditions and Limitations.** The Town Council hereby approves the Amended and Restated Service Plan for High Plains Estates Metropolitan District No. 4 (Welty Ridge Metropolitan District No. 2), attached as Exhibit A. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the Amended and Restated Service Plan shall not relieve the owners, a developer or any other owner of property in the District of: (i) any requirement under the annexation agreement pertaining to the property within the District’s boundaries or any other binding agreement(s); and (ii) the requirement to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Any material modification of the Amended and Restated Service Plan shall require an amendment to the Amended and Restated Service Plan, which must be approved by the Town Council.
- (c) At its first meeting after the effective date of this Resolution, the Board of Directors of the District shall execute the Intergovernmental Agreement with the Town (“IGA”) and the District’s Indemnity Letter in the forms set forth as exhibits to the Amended and Restated Service Plan presented to the Town Council at its August 21, 2023, public hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and Indemnity Letter to the Town within ten (10) days thereafter.
- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Amended and Restated Service Plan or the IGA.
- (e) The Amended and Restated Service Plan shall be revised if required pursuant to additional conditions of approval set forth by Town Council at the August 21, 2023, public hearing. If so directed, the Town Attorney shall modify the Amended and Restated Service Plan and provide the finalized version of the Amended and Restated Service Plan to the Town Clerk for filing with the records of the Town and to the owners of the property within the proposed boundaries of the District.

4. **Execution of Town IGA.** The IGA set forth as Exhibit D to the Amended and Restated Service Plan is hereby approved. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the District.

5. **Filing of Resolution.** A certified copy of this Resolution shall be filed in the records of the Town and provided to the District.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

WELTY RIDGE METROPOLITAN DISTRICT NOS. 1 – 2
(f.k.a., HIGH PLAINS METROPOLITAN DISTRICTS NOS. 3 - 4)

c/o Law Office of Michael E. Davis, LLC
 1151 Eagle Drive, Suite 366
 Loveland, Colorado 80537

August 7, 2023

To: Town Council of the Town of Johnstown
 Johnstown, Colorado

**RE: PETITION FOR SERVICE PLAN APPROVALS PURSUANT TO § 32-1-207(2)(a),
 C.R.S.**

Dear Council Members:

High Plains Metropolitan District Nos. 3 and 4 (collectively, the “Districts”) respectfully petition the Town Council to approve the SERVICE PLANS FOR WELTY RIDGE METROPOLITAN DISTRICT NOS. 1 - 2 (AMENDED AND RESTATED SERVICE PLANS FOR HIGH PLAINS METROPOLITAN DISTRICT NOS. 3 - 4), (collectively the “Service Plans,” and individually a “Service Plan”) pursuant to § 32-1-207(2)(a), C.R.S.

The original service plans for the Districts were approved by the Town Council of the Town of Johnstown on March 17, 2008 (Resolution Nos. 2008-07C and -07D) (the “Original Service Plans”). The Original Service Plans contemplated a multi-district structure comprised of a total of four High Plains districts that would undertake the planning, design, acquisition, construction, installation and financing of public improvements for a 515-acre development on the east side of I-25 along the north and south sides of WCR50, plus a 144-acre development on the west side of I-25 on the south side of WCR48. The proponents of the Original Service Plans proceeded with the organization of all four districts in May of 2008. Since the Districts were formed in 2008, they have undertaken only administrative and ministerial activities as required by State law, and neither has constructed any Public Improvements or incurred any debt. There are no residents in either District and the property to be included is comprised entirely of vacant land.

During the past 15 years, development plans have changed and portions of the property described in the Original Service Plans have been sold to various parties, making it necessary to create amended and restated service plans to describe the new development projects that are now separate and distinct from one another, and to eliminate the multi-district structure that was contemplated by the Original Service Plans. To better align with the development plans for the property to be included into the Districts, the Boards of Directors of High Plains Metro District Nos. 3 and 4 have determined to change the names of these Districts to “Welty Ridge Metropolitan District Nos. 1 and 2”. These name changes are currently in process and are anticipated to be complete by about mid-September, 2023. The Districts are adjacent to each

other and are located on the west side of I-25 and the south side of WCR48. The Service Plans amend, re-state, and entirely replace the Original Service Plans for these two districts only.

The Service Plans incorporate financing plans and capital project cost estimates to reflect the current phased development and financing anticipated by the developers and the Districts, as well as revised Inclusion Area Boundary Maps that show the property to be included into each of the Districts. Welty Ridge Metro District No. 1 is a residential district comprised of approximately 53 acres and is projected to include 111 single family attached units, 111 single family detached units, and 220 multi-family units. Welty Ridge Metro District No. 2 is a commercial district comprised of approximately 56 acres and is projected to include 87,350 square feet of space for various commercial purposes. Although the Districts may cooperate with respect to certain shared infrastructure (e.g., sanitary sewer infrastructure), the Districts are independent of each other and any other special districts. The proposed Service Plans follow the Town's model service plan for metropolitan districts in all material respects, including without limitation the maximum debt mill debt levy limits of 40 mills for the residential district and 50 mills for the commercial district, and the maximum operations and maintenance mill levy of 10 mills for each of the districts.

In addition to following the Town's model for the residential district Service Plan, at the request of the Town's attorneys the District incorporated additional language requiring the District, (from and after the time that the District has any residential End Users and unless otherwise waived by the Town Manager), to mail Calls for Nomination to eligible electors. Although the residential District is fully supportive of notifying eligible electors of the opportunity to serve on the District's board of directors, the District believes that the additional provision added to the Service Plan may result only in additional mailing costs that would not otherwise be incurred, without improving the breadth of coverage for the Call for Nominations. The proposed Service Plan language requires that the Call for Nominations be mailed in every circumstance, whereas under Colorado law (§ 1-13.5-501(1.7), C.R.S.) the District is required to mail the Calls for Nomination only if an email address is not available for the voter. State law also requires that regardless of whether the notice is emailed or mailed, the Call for Nominations must additionally be provided to eligible voters by at least one of the following three methods: (1) publication in a local newspaper; (2) including the notice as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing sent by the district to eligible electors; or (3) posting the information on the official website of the district. To avoid the cost of unnecessarily mailing the Call for Nominations to eligible voters who provided an email address at the time of their voter registration, the District respectfully requests that the Town Manager provide a written waiver of the proposed new Service Plan provision requiring Calls for Nomination to be mailed if the District is able to email such notice to the eligible voter.

Respectfully submitted,



Law Office of Michael E. Davis, LLC
General Counsel

High Plains Metropolitan District Nos. 3-4

August 7, 2023

Proposed Welty Ridge Metropolitan District No. 2
Attention: Michael E. Davis
Law Office of Michael E. Davis
5910 S. University Blvd., Suite C-18, No. 203
Greenwood Village, CO 80121

RE: Welty Ridge Metropolitan District No. 2

We have analyzed the bonding capacity for the proposed Welty Ridge Metropolitan District No. 2 (the “District”). The analysis presented summarizes and presents information provided by Platte Land & Water, LLC (the “Developer”) and does not include independently verifying the accuracy of the information or assumptions.

Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect 2023 market values.

1. The development is planned for various commercial uses as outlined below. In all cases, it is assumed values will increase at a rate of 2.00% annually during the construction period.
 - a. 87,350 square feet of various commercial parcels including:
 - i. 7,000 square foot bank parcel assumed to be valued at \$250 per square foot and projected to be completed in 2024.
 - ii. 2,500 square foot drive-through fast food parcel assumed to be valued at \$300 per square foot and projected to be completed in 2024.
 - iii. 6,000 square foot service station assumed to be valued at \$350 and projected to be completed in 2024.
 - iv. 1,300 square foot coffee shop assumed to be valued at \$400 per square foot and projected to be completed in 2024.
 - v. 15,500 square feet of in line retail assumed to be valued at \$250 per square foot and projected to be completed in 2024.
 - vi. 15,000 square foot childcare facility assumed to be valued at \$200 and projected to be completed in 2024.
 - vii. 4,800 square foot car wash assumed to be valued at \$250 per square foot and projected to be completed in 2024.
 - viii. 35,250 square foot mini-storage facility assumed to be valued at \$60 and projected to be completed in 2024.
 - b. 19,500 total square feet of office space, which is projected to be completed in 2024. The value is assumed to be \$325 per square foot.
 - c. 48,000 total square feet anticipated to be a car dealership, which is projected to be completed in 2024. The value is assumed to be \$250 per square foot.

- d. 163,500 total square feet of warehouse space, which is projected to be completed at a pace of 21,000 square feet per year from 2024 to 2025 and 121,500 square feet in 2026. The value is assumed to be \$120 per square foot.
 - e. 320 hotel units, which are projected to be completed at an average pace of 160 rooms per year from 2024 to 2025. The value is assumed to be \$80,000 per hotel room.
2. The commercial debt service mill levy target is 50 mills (with a cap of 50 mills) beginning in tax collection year 2025.
 3. The District is modeled to issue senior bonds in December 2023 with a par of \$13,975,000. An interest rate of 6.50% was modeled based upon an initial 30-year term. At issuance, it is projected that the District will fund \$529,500 in costs of issuance for the 2023 Bonds with bond proceeds. It is estimated that an additional \$2,725,125 will be deposited into a capitalized interest fund and \$1,283,000 will be deposited into a debt service reserve fund. The remaining \$9,437,375 is projected to be deposited to the District's project fund to reimburse the District for eligible expenses.
 4. The Senior Bond Surplus Fund is sized to a maximum of \$1,397,500, which constitutes 10.00% of the 2023 Bonds par amount.
 5. The District is modeled to refinance the Series 2023 Bonds with another issuance in December 2033 with a par of \$20,365,000 and funds on hand of \$2,896,000. An interest rate of 4.50% was modeled based upon a 30-year term. At issuance, it is projected that the District will fund \$309,375 in costs of issuance for the 2033 Bonds with bond proceeds. It is estimated that \$12,965,000 will be used to refund the Series 2023 Bonds, \$1,424,00 will be used as part of a Reserve Fund, and the remaining \$8,562,625 is projected to be deposited to the District's project fund to reimburse the District for eligible expenses.
 6. Specific Ownership Tax revenues have been calculated based on applying a factor of 6.00% to annual property tax revenues.
 7. It is projected that there will be a 2.00% biennial inflation rate on commercial assessments. The bonding capacity could be higher if the rate of assessment inflation is greater, or conversely lower if the inflation rate is below 2.00%.

Estimate of Potential Bonding Capacity

Total bonding capacity based on the assumptions outlined, is projected to be approximately \$24,271,000 across the projected senior issuances, excluding refundings.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Welty Ridge Metropolitan District No. 2, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the District's Service Plan, including but not limited to the maximum debt mill levies and mill levy imposition terms permitted.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by Piper Sandler. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small

variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because Piper Sandler has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. Piper Sandler has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Shelby Noble", with a long horizontal flourish extending to the right.

Shelby Noble
Managing Director

**SERVICE PLAN
FOR
WELTY RIDGE METROPOLITAN DISTRICT NO. 2**

***(AMENDED AND RESTATED SERVICE PLAN
FOR HIGH PLAINS METROPOLITAN DISTRICT NO. 4)***

TOWN OF JOHNSTOWN, COLORADO

Prepared

by

LAW OFFICE OF MICHAEL E. DAVIS, LLC
1151 Eagle Drive, Suite 366
Loveland, Colorado 80537

[Approval DATE]

TABLE OF CONTENTS

I. INTRODUCTION.....1

A. Intent and Purpose..... 1

B. Need for the District..... 1

C. Town’s Objective.....2

II. DEFINITIONS2

III. BOUNDARIES.....6

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION6

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES 7

A. Powers of the District and Service Plan Amendment.....7

1. Operations and Maintenance Limitation.....7

2. Trails and Amenities7

3. Fire Protection, Ambulance and Emergency Services Limitation.....7

4. Television Relay and Translation Limitation7

5. Telecommunication Facilities.....8

6. Construction Standards Limitation8

7. Zoning and Land Use Requirements; Sales and Use Tax.....8

8. Growth Limitations.....8

9. Conveyance.....8

10. Privately Placed Debt Limitation.....9

11. Inclusion Limitation.....9

12. Overlap Limitation.....9

13. Debt Limitation.....9

14. Maximum Debt Authorization.....9

15. Recurring Fee Limitation9

16. Monies from Other Governmental Sources10

17. Consolidation Limitation10

18. Public Improvement Fee Limitation10

19. Bankruptcy Limitation10

20. Water Rights/Resources Limitation11

21. Eminent Domain Limitation11

22. Covenant Enforcement and Design Review Services.....11

23. Special Improvement Districts.....11

24. Reimbursement Agreement with Adjacent Landowners11

25. Land Purchase Limitation11

26. Developer Reimbursement of Public Improvement Related Costs12

27. Developer Reimbursement of Administration, Operations and Maintenance
Related Costs12

28. Board Meetings and Website Limitations.....12

29. Financial Review13

B. Service Plan Amendment Requirement13

C. Capital Plan.....13

VI. FINANCIAL PLAN13

A. General13

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum
Interest Rate on Developer Debt.....14

C. Mill Levies14

D. Developer Debt Mill Levy Imposition Term15

E. Debt Instrument Disclosure Requirement.....16

F. Publicly-Marketed Debt.....16

G. Security for Debt.....16

H. District Operating Costs.....16

VII. ANNUAL REPORT17

VIII. DISSOLUTION.....17

IX. INTERGOVERNMENTAL AGREEMENTS17

X. NON-COMPLIANCE WITH SERVICE PLAN.....17

XI. MISCELLANEOUS18

A. Headings18

B. Town Consent18

C. Town Expenses18

XII. CONCLUSION18

LIST OF EXHIBITS

EXHIBIT A-1	Legal Description – Initial District Boundaries
EXHIBIT A-2	Legal Description – Inclusion Area Boundaries
EXHIBIT B	Johnstown Vicinity Map
EXHIBIT C-1	Initial District Boundary Map
EXHIBIT C-2	Inclusion Area Boundary Map
EXHIBIT C-3	Proofs of Ownership and Consents of Owners
EXHIBIT D	Intergovernmental Agreement between the District and Johnstown
EXHIBIT E	Capital Plan
EXHIBIT F	Financial Plan
EXHIBIT G	Form of District Disclosure Notice
EXHIBIT H	Indemnification Letters

I. INTRODUCTION

A. Intent and Purpose.

The original service plan for High Plains Metropolitan District No. 4 (“HPMD4”) was approved by the Town Council of the Town of Johnstown (the “Town”), County of Weld, State of Colorado on March 17, 2008 (Resolution No. 2008-07D) (the “Original Service Plan”). The Original Service Plan contemplated a multi-district structure and anticipated that the HPMD4 would undertake the planning, design, acquisition, construction, installation and financing of the public improvements contemplated therein in a collective effort with High Plains Metropolitan District Nos. 1, 2 and 3. The proponents of HPMD4 proceeded with the organization of the district, conducted a public election in accordance with the Special District Act on May 6, 2008, and obtained an order from the Weld County District Court on May 19, 2008 establishing HPMD4 pursuant to Section 32-1-305, C.R.S. Since the entry of the District Court order, HPMD4 has undertaken the administrative and ministerial activities as required by State law to remain a lawfully existing political subdivision of the State. As of the approval date of this Service Plan, HPMD4 has levied no debt service mill levy, imposed no Fees, constructed no Public Improvements, and incurred no Debt.

During 2021 the service plan for High Plains Metropolitan District No. 2 was amended and restated to describe the "Revere at Johnstown" development project which is separate and distinct from the Project (defined below). In order to accommodate the Project phasing and to ensure the proper planning, design, acquisition, construction, installation and financing of the Public Improvements for the Project, the Board (defined below) has determined it is necessary to amend and restate the Original Service Plan. In addition, to better align with the planned development Project the Board has determined to change the name of the District to “Welty Ridge Metropolitan District No. 2” (the “District”). This Service Plan for Welty Ridge Metropolitan District No. 2 (Amended and Restated Service Plan for High Plains Metropolitan District No. 4) (the “Service Plan”) incorporates a revised financing plan and capital project cost estimates to reflect the phased development and financing of the District, as well as a revised Inclusion Area Boundary Map that shows the property that may be included, in whole or in part, within the District’s Boundaries. The Inclusion Area Boundary Map does not include any property that is intended to be or will be included in any other metropolitan district. The Original Service Plan for HPMD4 is replaced in its entirety by this Service Plan, as to HPMD4 only.

The Town intends that this Service Plan grant authority to the District to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The Town and the District acknowledge that the District is an independent unit of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the District’s activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan.

B. Need for the District.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. The District is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the District to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the District and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the District. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the District.

The Town intends to authorize the District to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The District shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

The Town prefers that all property classified as Residential Property shall be located solely within the boundaries of a residential district and that all property classified as Commercial Property shall be located solely within the boundaries of a commercial district. The distinction facilitates two goals: (1) to have similarly situated properties governed by a Board with common interests, and (2) to apply a lower maximum tax burden on residential owners. The foregoing shall not prohibit a residential district, commercial district or mixed-use district from sharing the costs of Public Improvements in compliance with the provisions of this Service Plan and applicable law, as long as each district is responsible for costs approximately proportionate to the benefit to that district. The District is a commercial district, and inclusion of Residential Property into the District without the prior written approval of the Town Council would constitute a material modification of this Service Plan.

Unless the District has operational responsibilities for any of the Public Improvements or Covenant Enforcement and Design Review Services, the Town intends that the District dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means the Subdivision Development and Improvement Agreement for Town of Johnstown (Welty Ridge Subdivision Filing No. 1) by and between the Town and Platte Land & Water, LLC recorded in the office of the Weld County Clerk & Recorder on December 15, 2021 at reception number 4785367, together with the Welty Ridge Subdivision – Filing No. 1 plat recorded on even date therewith at reception number 4785368, as amended by the Outline Development Plan Amendment 1 – Welty Ridge recorded March 10, 2022 at reception number 4809242, as may be amended or revised by the Town from time to time.

Assessment Rate Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and Maximum Operations and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of the District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. below which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer’s estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Commercial Property: means all property other than residential real property as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.30. below.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users. As of the date of this Service Plan, the Developer is Platte Land & Water, LLC.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the District to the Developer within the District for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the District.

Developer Debt Mill Levy Imposition Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1. below.

Development Fee: means a one-time development or system development fee that may be imposed by the District on a per square foot basis at or prior to the issuance of the initial building permit for the unit or structure to assist with the planning and development of the Public Improvements or the repayment of Debt.

District: means Welty Ridge Metropolitan District No. 2 (formerly known as High Plains Metropolitan District No. 4).

End User: means any owner, tenant or occupant of any taxable Commercial Property within the District after such property has been vertically developed, other than a real estate or construction company that developed the property. By way of illustration, a Commercial Property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant who is (i) a municipal advisor, as defined in Section 15b of the federal "Securities Exchange Act of 1934", that is registered with the Securities and Exchange Commission under Section 15b of the Federal "Securities Exchange Act of 1934"; and (ii) is not an officer or employee of the Developer or the District.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.13. below.

Financial Plan: means the Financial Plan described in Section VI below, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating and debt service revenue derived from property taxes.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the District.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map for each District.

Initial District Boundary Map: means the map attached hereto as **Exhibit C-1**, describing the District's initial boundaries.

Maximum Debt Authorization: means the total Debt the District is permitted to incur as set forth in Section V.A.17. below.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VI.C below.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Operation and Maintenance Expenses, as set forth in Section VI.C below

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on Residential Property for repayment of Debt, as set forth in Section VI.E. below.

Operations and Maintenance Mill Levy: means the mill levy the District is permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C. below.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as the Welty Ridge commercial development.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in the Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the District with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the District for administrative or operations and maintenance costs related to services, programs or facilities provided by the District as limited by the provisions of Section V.A.18. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Residential Property: means “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Service Area: means the property within the Initial District Boundary Map and Inclusion Area Boundary Map.

Service Plan: means this service plan for the District approved by the Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Council in accordance with the Town’s ordinance and the applicable State law.

Special District Act: means Sections 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the District.

Town: means the Town of Johnstown, Colorado.

Town Code: means the Johnstown Municipal Code.

Town Council: means the Town Council of the Town of Johnstown, Colorado.

Transfer Fee: means a fee assessed upon each sale of real property within the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately one (1) acre and the total area proposed to be included in the Inclusion Area Boundaries is approximately Fifty-Five and 15/100ths (55.15) acres. A legal description of the Initial District Boundaries is attached hereto as **Exhibit A-1** and the Inclusion Area Boundaries is attached hereto as **Exhibit A-2**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries is attached hereto as **Exhibit C-1**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-2**. Proofs of Ownership and consents of the owners to organization of the District for all properties within the Initial District Boundaries and Inclusion Area Boundaries are attached hereto as **Exhibit C-3**. The District’s boundaries may change from time to time as the District undergoes inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE / POPULATION PROJECTIONS / ASSESSED VALUATION

The Service Area consists of approximately Fifty-Six and 15/100ths (56.15) acres of commercial land. The estimated assessed valuation of the Service Area is \$12,000 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt

under the Financial Plan. The daytime population of the District at build-out is estimated to be approximately Nine Hundred Fifty (950) people.

The Town's approval of this Service Plan does not imply approval of the development of a specific area within the District, nor does it imply approval of the approximate 708,810 square feet of commercial area that may be identified in this Service Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the District and Service Plan Amendment.

The District shall have the power and authority to provide the Public Improvements and operation and maintenance of the Public Improvements within and without the boundaries of the District as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall not result in the District's residents subsidizing the use by non-District's residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of

conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town’s existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan District, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town’s sole discretion.

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved in writing by the Town or such other governmental entities. The District shall obtain the Town’s approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town’s zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District acknowledges that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District’s revenue.

12. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town’s sole discretion, for any Town capital improvement projects for streets, transportation, utilities, trails or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with the Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.

We [I] certify that the interest rate does not exceed the lesser of (i) the interest rate allowed under Section 32-1-1101(7)(b), C.R.S. or (ii) the current market interest rate for the debt based on criteria determined by us [me], including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the statement from the registered municipal advisor, and the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all property or a portion of the property with the Inclusion Area Boundaries pursuant to § 32-1-401, C.R.S., and shall provide written notice to the Town of all such inclusions concurrently therewith. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The District shall only include within its boundaries property that has been annexed to the Town and no portion of any of the District shall ever consist of property not within the Town's corporate boundaries.

15. Overlap Limitation. The boundaries of the District shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping District.

16. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of this Amended and Restated Service Plan the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees.

17. Maximum Debt Authorization. The District shall not issue Debt in excess of Twenty Seven Million Nine Hundred Eleven Thousand Six Hundred Fifty Dollars (\$27,911,650). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the District shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations or maintenance expenses related to services, programs or facilities provided by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent

increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

20. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one of the other District.

21. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer, including without limitation a lodging or use fee, except pursuant to an intergovernmental agreement with the Town.

22. Transfer Fee Limitation. The District shall not be authorized to impose a transfer fee on sale of real property within the District, except pursuant to an intergovernmental agreement with the Town; however, this limitation shall not prevent imposition of a one-time per property Development Fee upon issuance of the initial building permit for the property. No Development Fees shall be assessed for subsequent building permits obtained by End Users, such as for remodeling or addition to an existing structure.

23. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan. The District shall immediately notify the Town and propose an amendment to the Service Plan to address the future of the District.

24. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town.

25. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise its statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District's exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise its statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District's boundaries. In no event shall the District exercise its statutory power of dominant eminent domain to condemn property owned by the Town.

26. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Revised Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.

27. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

28. Reimbursement Agreement with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

29. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, the Approved Development Plan, the Town Code or other

development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or approved pursuant to an intergovernmental agreement with the Town.

30. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District's behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive the following Cost Verification Reports: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition and the costs of organization of the District, including the construction costs and the soft costs, but excluding the accounting and legal fees, are reasonable and are related to the provision of the Public Improvements or are related to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

31. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

32. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown or conducted virtually via internet or telephone platform available for free access by the public. The District shall establish and maintain a public website and shall include the name of the Project or a name that allows property owners and residents of the District to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, each District shall timely post a copy of all of the following documents on its public website: a) each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., b) the transparency notices provided pursuant to Section 32-1-809, C.R.S, c) each recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, and g) all meeting agendas and meeting packets; and h) all information required pursuant to Section 32-1-104.5(3), C.R.S

33. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the District to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The District shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the District. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by an engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in the Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately Nineteen Million, Twenty-Four Thousand, Two Hundred Forty-Six Dollars (\$19,024,246) . Costs of required Public Improvements that cannot be financed by the District within the parameters of this Service Plan and the financial capability of the District is expected to be financed by the Developer of the Project.

VI. FINANCIAL PLAN

A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District is reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed the Maximum Debt Authorization, Twenty Seven Million Nine Hundred Eleven Thousand Six Hundred Fifty Dollars (\$27,911,650), and shall be permitted to be issued on a schedule and in such year or years as the District determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. This Maximum Debt Authorization allows for issuance of Debt in the amount of up to 115% of the expected Debt shown in the Financial Plan and proforma projections to provide an additional contingency for changes in actual construction, increases in assessed valuation and unforeseen changes and contingencies. All Debt issued by the District may be payable from any and all legally available revenues of the District, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by Piper Sandler, and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue and debt service revenue derived from property taxes for the District. The Maximum Debt Authorization is supported by the Financial Plan.

For commercial projects wherein the Town is sharing revenue with, or providing economic incentives to, the Developer, unless otherwise waived by the Town Manager in writing, the District shall submit to the Town the then-current financial forecasts and feasibility reports for such proposed issuance at least forty-five (45) days prior to the issuance of any Debt, together with a certification of the Board(s) issuing such Debt that the proposed Debt complies with the Service Plan. In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed Eighteen percent (18%). The proposed maximum underwriting discount shall be Four percent (4.0%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the District and shall be subject to the Developer Debt Mill Levy Imposition Term provided in Section VI.D below.

C. Mill Levies.

1. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be fifty (50.000) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

2. Maximum Operations and Maintenance Mill Levy. The Maximum Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District’s administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The Maximum Operations and Maintenance Mill Levy of the District shall be ten (10.000) mills subject to an Assessment Rate Adjustment, if applicable, and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of the District are End Users, such Board may eliminate the Maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

3. Subdistricts and Director Districts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition; provided that the Maximum Debt Authorization shall be an aggregate limit for all of the property within the District regardless of subdistricts. The District shall notify the Town prior to establishing any such subdistricts and shall provide the Town with details regarding the purpose, location, and relationship of the subdistricts. The District shall notify the Town if it establishes director districts pursuant to Sec. 32-1-902.7, C.R.S.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses more than forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill

Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the Resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Developer of property within the boundaries of the District.

F. Notice of Debt to Town.

At least fifteen (15) business days prior to the issuance of any Debt, the District shall submit to the Town a copy of the resolution approving the Debt.

Within ten (10) business days subsequent to the issuance of Debt, the District shall provide the following to the Town: (i) the marketing documents that have been published; (ii) the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt; and (iii) a certification of the Board of the District that the Debt is in compliance with the Service Plan (if such certification is not already contained in the resolution approving the Debt).

G. Security for Debt.

The District shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the District's obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the District in the payment of any such obligation.

H. District Organizational and Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the District's organization and initial operations, are anticipated to be Fifty Thousand Dollars (\$50,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget is estimated to be Fifty Thousand

Dollars (\$50,000) for all of the District combined, which is anticipated to be derived from operations and maintenance mill levy and other revenues.

VII. ANNUAL REPORT

The District shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which the Order and Decree creating the District has been issued (the “report year”). The annual report shall comply with the requirements of § 32-1-207(3)(c), C.R.S. The annual report shall also include the following items: 1. Description of proposed plan to construct public improvements in the next year; 2. List of construction contracts executed that year, with the names and a principal contact person for each contractor; 3. The name and contact information for each Director, the District Manager /chief administrator, and the District’s attorney; 4. The date, place and time of regular Board meetings; 5. Certification from the District Board that the District is in compliance with all provisions of the Service Plan; 6. Copies of any agreements with the Developer in the report year; 7. The total acreage of property within the District; and 8. A list of any outstanding debt and debt payment schedules.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the District at the District’s organizational meeting is attached as **Exhibit D**. The District shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the District’s organizational meeting.

The District shall enter into one or more intergovernmental agreements from time to time to allocate its respective responsibilities for the provision of the Public Improvements. In addition to the requirements of V.D., above, the District shall submit a copy of any such intergovernmental agreement to the Town Manager within ten (10) business days of execution.

The District and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer’s indemnification letter shall be submitted to the Town as part of this Service Plan. The District shall approve and execute the indemnification letter at its first Board meeting after its organizational election, in the same form as the indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the District’s organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the District has undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may

impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the District to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the District hereby waive the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

- A. Headings. 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 Service Plan.
- B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.
- C. Town Expenses. The District shall pay any and all expenses, including but not limited to professional service fees and attorneys’ fees, incurred by the Town in enforcing any provision of the Service Plan.
- D. Disclosure Notice. The District’s disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**. In addition to the statutory notice, the District will use reasonable efforts to assure that all End Users purchasing property within the District Boundaries and Inclusion Area Boundaries receive a written notice regarding existing District mill levies, the Maximum Debt Mill Levy, and a general description of the District’s authority to impose and collect fees.

XII. CONCLUSION

It is submitted that this Service Plan for the District, as required by Section 32-1-203(2), C.R.S., establishes that:

- 1. There is sufficient existing and projected need for organized service in the area to be serviced by the District;
- 2. The existing service in the area to be served by the District is inadequate for present and projected needs;
- 3. The District is capable of providing economical and sufficient service to the area within its proposed boundaries;
- 4. The area to be included in the District does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;

5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special District, within a reasonable time and on a comparable basis;

6. The facility and service standards of the District is compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;

7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;

8. The proposal is in compliance with any duly adopted Town, regional or State long-range water quality management plan for the area; and

9. The creation of the District is in the best interests of the area proposed to be served.

EXHIBIT A-1

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2

Legal Description – Initial District Boundaries

A PART OF PLANNING AREA 5 (“PA-5”) AS SHOWN IN THE WELTY RIDGE OUTLINE DEVELOPMENT PLAN AMENDMENT 1, RECORDED MARCH 10, 2022 AT RECEPTION NO. 4809242, WELD COUNTY, COLORADO, DESCRIBED AS THE SOUTH 208 FEET OF THE EAST 208 FEET OF SAID PA-5. SAID PARCEL CONTAINS 1 ACRE MORE OR LESS.

EXHIBIT A-2

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2

Legal Description – Inclusion Area Boundaries

THE NORTH HALF OF PA-1, AND ALL OF PA-2 AND PA-5, OUTLINE DEVELOPMENT PLAN AMENDMENT 1 – WELTY RIDGE RECORDED MARCH 10, 2022 AT RECEPTION NUMBER 4809242, SUCH PROPERTY CONTAINING APPROXIMATELY 55.15 ACRES.

EXHIBIT B SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2

Johnstown Vicinity Map

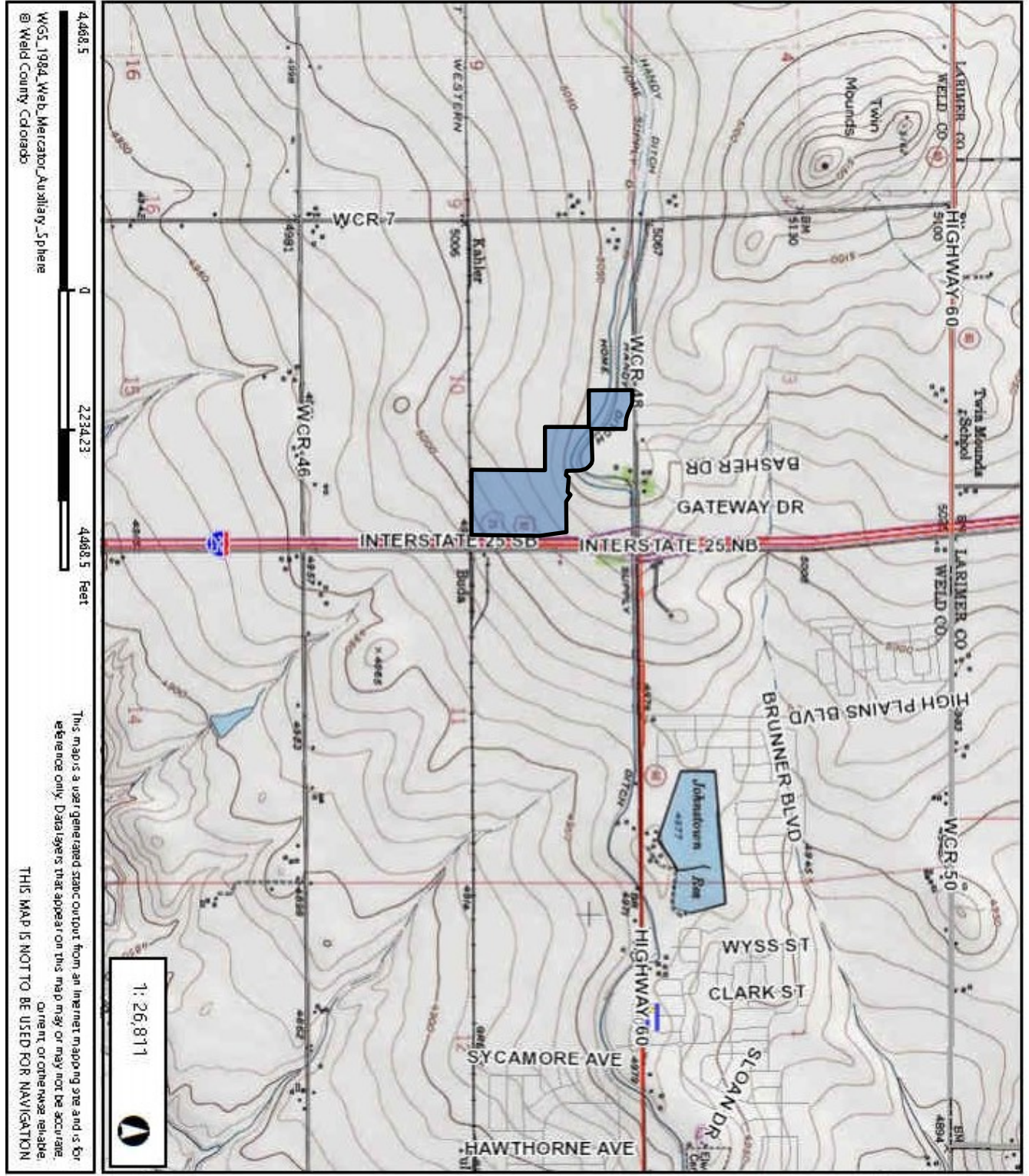


EXHIBIT C-1

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2

Initial District Boundary Map

D COUNTY ROAD 48
MAJOR ARTERIAL

Weld County Rd 48

Red Barn Liquors

Loaf n' Jug

JOHNSTOWN PARKWAY
MAJOR ARTERIAL

LOT 1

LOT 2

LOT 3

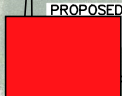
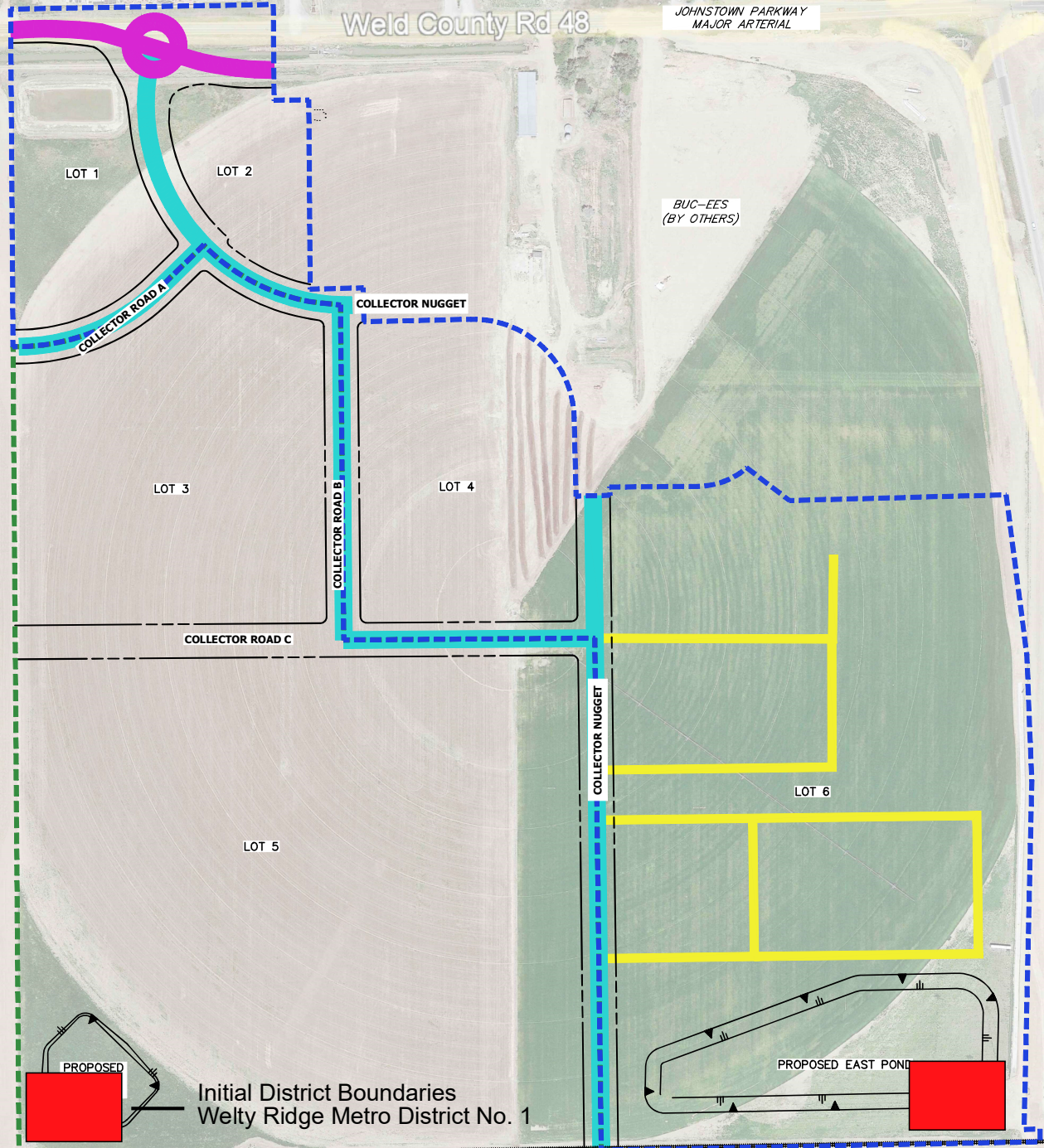
LOT 4

LOT 5

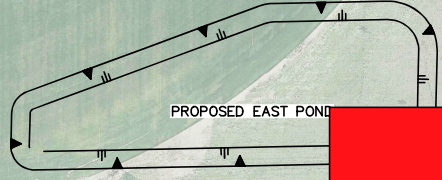
LOT 6

BUC-EES
(BY OTHERS)

I-25



Initial District Boundaries
Welty Ridge Metro District No. 1



Initial District Boundaries
Welty Ridge Metro District No. 2

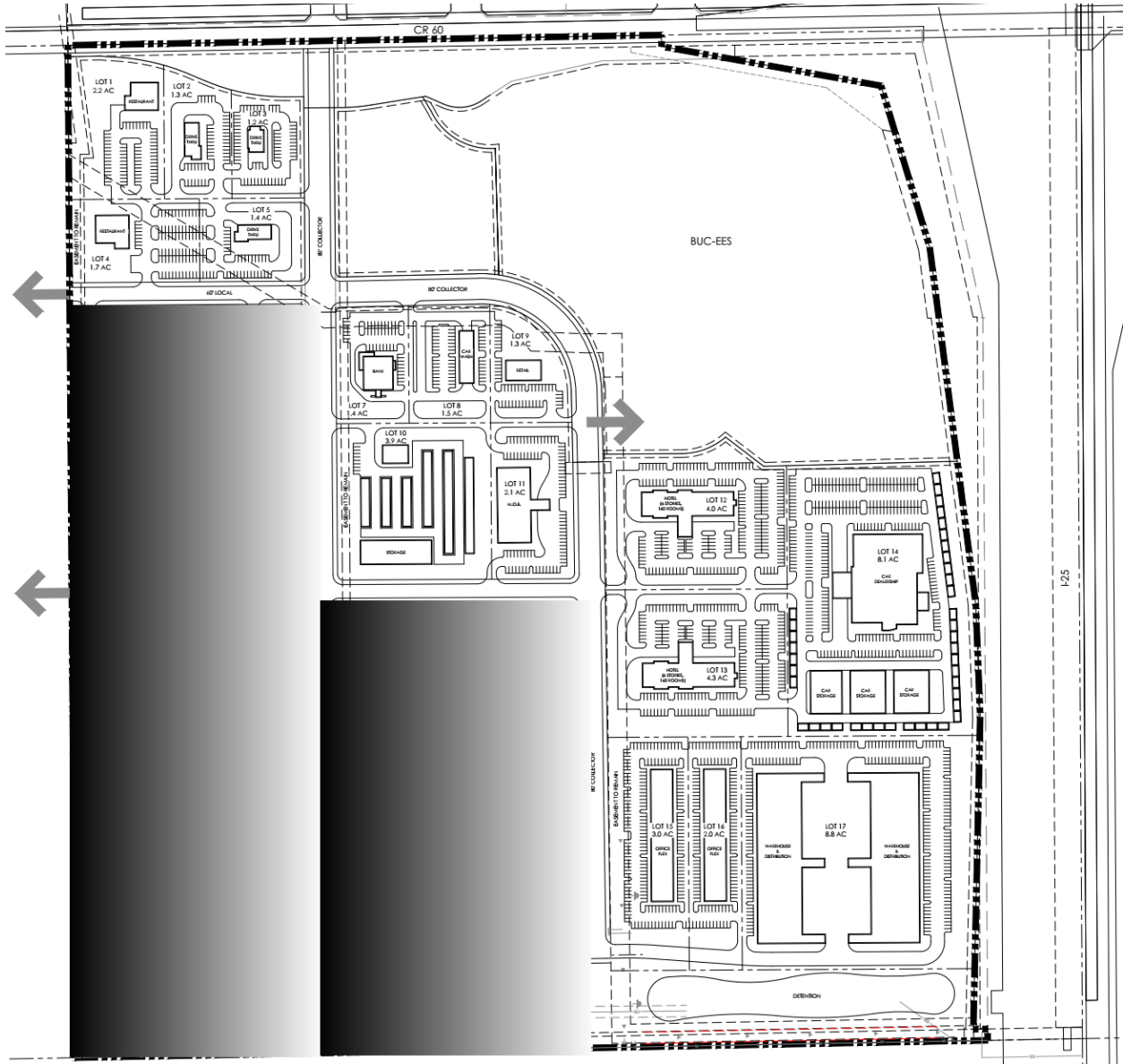
OFFSITE SANITARY SEWER
CONNECTION TO WCR 46 AND
CR 11 ALIGNMENT

er Hwy

EXHIBIT C-2

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2

Inclusion Area Boundary Map



Proof of Ownership and Consent of Owner

Town Council of the Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534

To Whom It May Concern:

The Deed Exhibit attached hereto, is a copy of the deed proving that Platte Land & Water, LLC, a Delaware limited liability company, is the one hundred percent (100%) fee owner of the property described therein (the "Property"). The Property constitutes the territory within the Inclusion Area Boundaries of Welty Ridge Metropolitan District No. 2 (the "District"), as described in the Service Plan for Welty Ridge Metropolitan District No. 2 (Amended and Restated Service Plan for High Plains Metropolitan District No. 4). The purpose of this letter is to advise the Town Council of the Town of Johnstown that Platte Land & Water, LLC consents to the continuing existence of the District and the inclusion of the Property into the District.

PLATTE LAND & WATER, LLC,
a Delaware limited liability company

T.W.
By: Timothy Walsh, Manager

STATE OF Colorado)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed and sworn to before me this 15th day of August, 2023 by Timothy Walsh, as Manager of Platte Land & Water, LLC.

MARISA DAVIS
[SE] NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164043244
MY COMMISSION EXPIRES JANUARY 07, 2025

M-D
Notary Public

My commission expires 1/7/2025

DEED EXHIBIT

4433263 09/24/2018 01:53 PM
Total Pages: 6 Rec Fee: \$38.00
Carly Koppes - Clerk and Recorder, Weld County, CO

When recorded return to:
Holland & Hart LLP
555 17th Street, Suite 3200
Denver, CO 80202
Attn: Christopher L. Thorne, Esq.

SPECIAL WARRANTY DEED
[Statutory Form - C.R.S. § 38-30-115]

I-25 and 144 Partners, LTD, a Texas limited partnership ("Grantor"), whose street address is 5953 Dallas Parkway, Suite 200-A, Plano, TX 75093, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells and conveys to Platte Land & Water, LLC, a Delaware limited liability company, whose street address is 1400 16th Street, Suite 320, Denver, CO 80202, the real property in the County of Weld and State of Colorado described on Exhibit A attached hereto and made a part hereof, with all its appurtenances, and warrants the title to the same against all persons claiming under Grantor, subject to the matters set forth on Exhibit B attached hereto and made a part hereof.

The street address for the foregoing property is: 3766 County Road 48, Johnstown, CO 80534.

Signed as of this 20th day of September 2018

[Signature page follows]



EXHIBIT D

SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2
Intergovernmental Agreement between the District and Johnstown

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
WELTY RIDGE METROPOLITAN DISTRICT NO. 2

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, _____, by and between the TOWN OF JOHNSTOWN, a municipal corporation of the State of Colorado (“Town”), and WELTY RIDGE METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”). The Town and the District are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the District was organized to provide those services and to exercise powers as are more specifically set forth in the District’s Service Plan approved by the Town on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the District; and

WHEREAS, the Town and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The District shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The District may own, operate and maintain trails and related amenities within the District. All parks and trails shall be open to the general public, including Town residents who do not reside in the District, free of charge. Any fee imposed by the District for access to recreation improvements owned by the District, other than parks and trails, shall not result in Town residents who reside outside the District paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the District and shall

not result in the District's residents subsidizing the use by non-District's residents. The District shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the District to ensure that such use is not subsidized by the District's residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The District shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. Television Relay and Translation Limitation. The District shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The District agrees that no telecommunication facilities owned, operated or otherwise allowed by the District shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The District shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the District, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The District shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the District from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan District, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the District only following written approval by the Town, subject to the Town's sole discretion

9. Construction Standards Limitation. The District shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved by the Town or such other governmental entities. The District shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The District shall be subject to all of the Town’s zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The District agrees that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the District and the realization of District’s revenue.

12. Conveyance. The District agrees to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the District that is necessary, in the Town’s sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The District shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the District that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with the Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the District shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the District’s Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

The District shall submit written notice to the Town Manager of the name of the proposed External Financial Advisor which shall either be approved or objected to by the Town within twenty (20) days of the submittal of such written notice to the Town Manager. If the Town Manager does not object to such selection within the twenty (20) day period, the Town Manager’s approval shall be deemed to have been given to the District retaining the External Financial Advisor named in the written notice.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the District shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the District and the Town regarding the issuance of the Debt.

14. Inclusion Limitation. The District may include all or a portion of the property with the Inclusion Area Boundaries only after approval by the Town of this Amended

and Restated Service Plan. The District shall not include within its boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The District shall only include within its boundaries property that has been annexed to the Town and no portion of any of the District shall ever consist of property not within the Town's corporate boundaries.

15. Overlap Limitation. The boundaries of the District shall not overlap unless the aggregate Debt mill levies within the overlapping District will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping District.

16. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of this Amended and Restated Service Plan, the District shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

17. Maximum Debt Authorization. The District shall not issue Debt in excess of Twenty Seven Million Nine Hundred Eleven Thousand Six Hundred Fifty Dollars (\$27,911,650). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the District shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The District may impose and collect Recurring Fees for administrative, operations and maintenance expenses related to services, programs or facilities furnished by the District. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the District, the Town shall be deemed to have approved the ability of the District to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The District shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the District without any limitation.

20. Consolidation Limitation. The District shall not file a request with any Court to consolidate with another Title 32 district without the prior approval of Town Council, unless such consolidation is with one of the other District.

21. Public Improvement Fee Limitation. The District shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the District on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

22. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in the service plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the District shall constitute, simultaneously with such filing, a material departure of the express terms of the service plan, and thus an express violation of the approval of the service plan.

23. Water Rights/Resources Limitation. The District shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

24. Eminent Domain Limitation. Absent the prior written approval of the Town, the District shall not exercise its statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the District’s exercise of its statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the District may not exercise its statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the District’s boundaries. In no event shall the District exercise its statutory power of dominant eminent domain to condemn property owned by the Town.

25. Covenant Enforcement and Design Review Services. The District shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the District in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the District. The Town’s architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the District.

26. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

27. Reimbursement Agreement with Adjacent Landowners. If the District utilizes reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

28. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the District shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated for public use by annexation agreements, the Approved Development Plan, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, water rights, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

29. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the District, or for funds expended on the District behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the District shall receive: a) the report of an engineer retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the District's organization; and b) the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the District's organization. Upon request, the District shall provide the reports to the Town.

30. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the District related to the administration of the District or the operation and maintenance of the Public Improvements, the District shall receive the report of an accountant retained by the District, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and

related to the administration, operations or maintenance of the District or the Public Improvements. Upon request, the District shall provide the report to the Town.

31. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the District's Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The District shall establish and maintain a public website and the District's website shall include the name of the Project or a name that allows residents of the community and the District to readily locate the District online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, the District shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., on the District's website.

32. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the District in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the District, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The District shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

33. Service Plan Amendment Requirement. Actions of the District which violate the limitations set forth in the service plan shall be deemed to be material modifications to the service plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the District, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

34. Maximum Debt Mill Levy.

The Maximum Debt Mill Levy shall be Fifty (50) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

35. Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the District is permitted to impose for payment of the District's administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to

fund expenses as they come due. The Operations and Maintenance Mill Levy of the District shall at all times not exceed the maximum mill levy necessary to pay those expenses.

36. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

37. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the District of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, the District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses after forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Directors on the Board of the District imposing the mill levy have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

38. Dissolution. Upon a determination of the Town Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

39. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Welty Ridge Metropolitan District No. 2
c/o Law Office of Michael E. Davis, LLC
1151 Eagle Drive, Suite 366
Loveland, Colorado 80537
Attn: Michael Davis, *Esq.*
Phone: (720) 324-3130

To the Town: Attn: Town Manager
 Town of Johnstown
 223 1st Street
 Johnstown, CO 80615
 Phone: (970) 454-3338

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

40. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

41. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

42. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

43. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.

44. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

45. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

46. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District

and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Town shall be for the sole and exclusive benefit of the District and the Town.

47. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

48. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

49. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the District is required to construct, or pay any debt or liability of the District, including any Bonds.

50. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

51. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

WELTY RIDGE METROPOLITAN
DISTRICT NO. 2

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
_____, Mayor

Attest:

By: _____
_____, Town Clerk

APPROVED AS TO FORM: _____

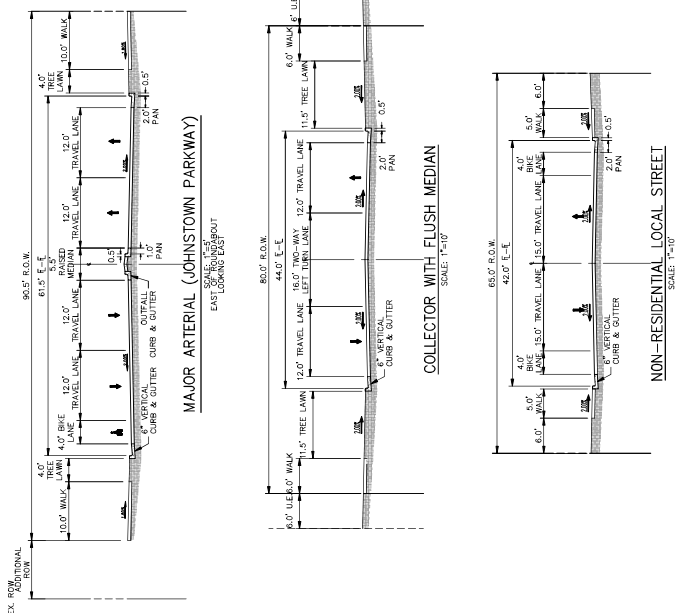
EXHIBIT E
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO. 2
Capital Plan

DATE	07/26/23
DESIGNED BY	
DRAWN BY	
CHECKED BY	

NO.	REVISION	BY	DATE
1			

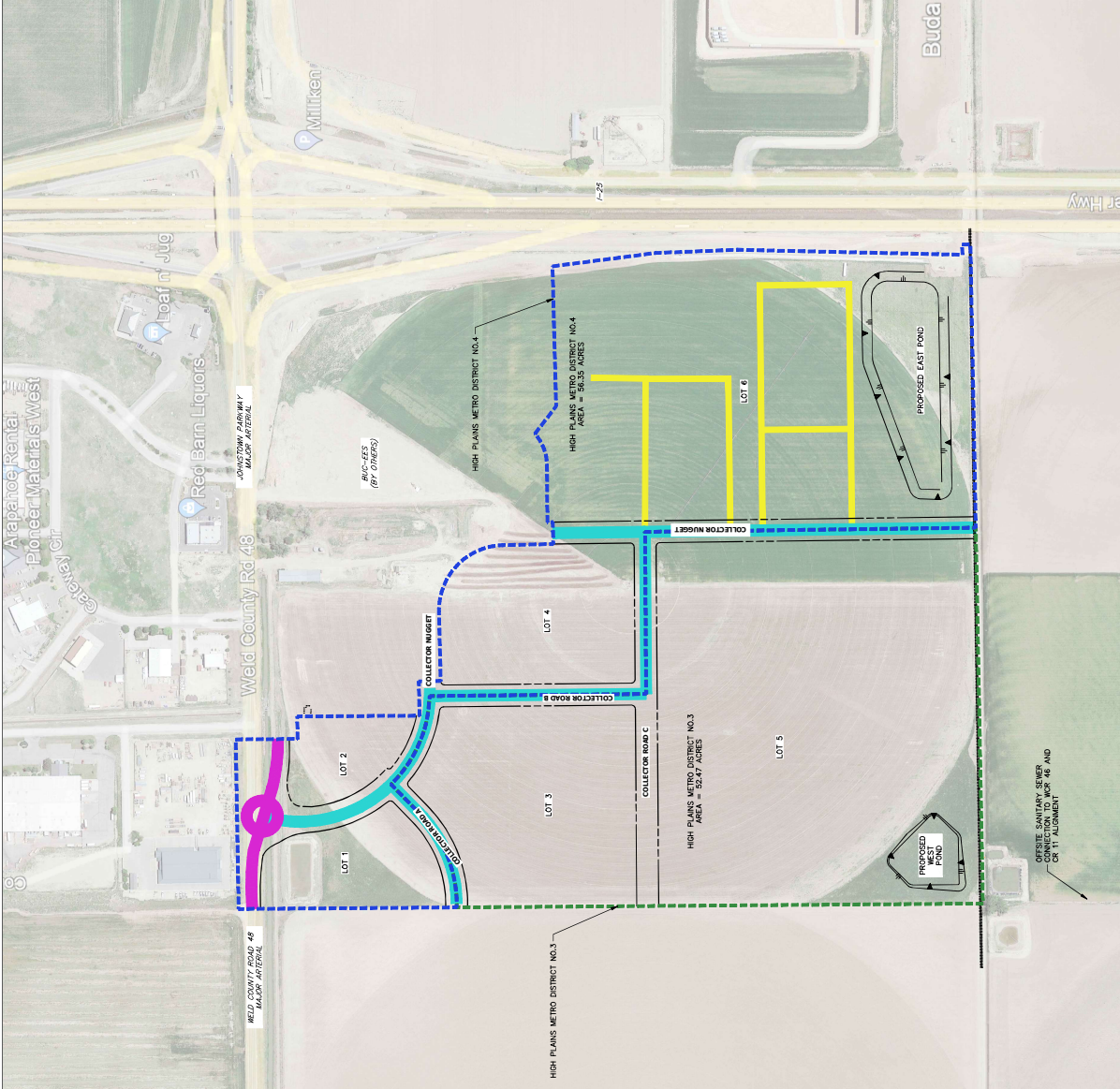
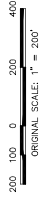
NOTES
1. REGIONAL INFRASTRUCTURE THAT BENEFITS BOTH DISTRICTS IS SHOWN IN GREEN.
2. LOCAL INFRASTRUCTURE IS SHOWN IN OTHER COLORS.
3. COLLECTOR ROADS, OFFSITE SANITARY SEWER AND OFFSITE SANITARY SEWER INTERCEPTOR ARE SHOWN IN BLUE.
4. DRIVEWAYS ARE SHOWN IN RED.
5. DRIVEWAYS ARE SHOWN IN RED.
6. DRIVEWAYS ARE SHOWN IN RED.
7. DRIVEWAYS ARE SHOWN IN RED.
8. DRIVEWAYS ARE SHOWN IN RED.
9. DRIVEWAYS ARE SHOWN IN RED.
10. DRIVEWAYS ARE SHOWN IN RED.

- LEGEND**
- METRO DISTRICT NO. 3 BOUNDARY
 - METRO DISTRICT NO. 4 BOUNDARY
 - MAJOR ARTERIAL ROAD
 - MAJOR ARTERIAL ROUND-A-BOUT
 - COLLECTOR W/ FLUSH MEDIAN ROAD
 - NON-RESIDENTIAL LOCAL ROAD
 - LOCAL RESIDENTIAL ROAD
 - OFFSITE SANITARY SEWER INTERCEPTOR



High Plains Metro District No. 4

Major Categories	Sub-Category	Lot 1 & 2	Lot 4	Lot 6	Total
Sanitary Subtotal		\$ 1,775,541	\$ 81,000	\$ 54,400	\$ 1,910,941
Sanitary Subtotal		\$ 815,709	\$ 47,430	\$ 31,570	\$ 914,709
Sanitary Subtotal		\$ 808,832	\$ 33,570	\$ 22,830	\$ 865,232
Street Subtotal		\$ 1,772,244	\$ 293,250	\$ 195,500	\$ 2,261,000
Street Subtotal		\$ 79,287	\$ 395,300	\$ 760,200	\$ 1,234,787
Street Subtotal		\$ 188,957	\$ 24,930	\$ 118,670	\$ 332,557
Sanitary Subtotal		\$ 555,866	\$ 510,792	\$ 1,117,846	\$ 1,574,504
Sanitary Subtotal		\$ 276,883	\$ 50,885	\$ 18,843	\$ 346,611
Sanitary Subtotal		\$ 1,488,983	\$ 561,677	\$ 1,136,683	\$ 3,187,343
Sanitary Subtotal		\$ 7,755,531	\$ 1,424,793	\$ 1,469,851	\$ 10,650,175
Sanitary Subtotal		\$ 1,910,941	\$ 81,000	\$ 54,400	\$ 2,046,341
Sanitary Subtotal		\$ 815,709	\$ 47,430	\$ 31,570	\$ 914,709
Sanitary Subtotal		\$ 808,832	\$ 33,570	\$ 22,830	\$ 865,232
Street Subtotal		\$ 1,772,244	\$ 293,250	\$ 195,500	\$ 2,261,000
Street Subtotal		\$ 79,287	\$ 395,300	\$ 760,200	\$ 1,234,787
Street Subtotal		\$ 188,957	\$ 24,930	\$ 118,670	\$ 332,557
Sanitary Subtotal		\$ 555,866	\$ 510,792	\$ 1,117,846	\$ 1,574,504
Sanitary Subtotal		\$ 276,883	\$ 50,885	\$ 18,843	\$ 346,611
Sanitary Subtotal		\$ 1,488,983	\$ 561,677	\$ 1,136,683	\$ 3,187,343
Sanitary Subtotal		\$ 7,755,531	\$ 1,424,793	\$ 1,469,851	\$ 10,650,175
Sanitary Subtotal		\$ 1,910,941	\$ 81,000	\$ 54,400	\$ 2,046,341
Sanitary Subtotal		\$ 815,709	\$ 47,430	\$ 31,570	\$ 914,709
Sanitary Subtotal		\$ 808,832	\$ 33,570	\$ 22,830	\$ 865,232
Street Subtotal		\$ 1,772,244	\$ 293,250	\$ 195,500	\$ 2,261,000
Street Subtotal		\$ 79,287	\$ 395,300	\$ 760,200	\$ 1,234,787
Street Subtotal		\$ 188,957	\$ 24,930	\$ 118,670	\$ 332,557
Sanitary Subtotal		\$ 555,866	\$ 510,792	\$ 1,117,846	\$ 1,574,504
Sanitary Subtotal		\$ 276,883	\$ 50,885	\$ 18,843	\$ 346,611
Sanitary Subtotal		\$ 1,488,983	\$ 561,677	\$ 1,136,683	\$ 3,187,343
Sanitary Subtotal		\$ 7,755,531	\$ 1,424,793	\$ 1,469,851	\$ 10,650,175



High Plains Metro District No.4 Last Updated 7/27/2023		52% Regional			Lot 1 & 2			Lot 4			Lot 6			Total		
Group	Activity	Unit	Unit Cost	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total	
Sanitary	Sanitary Sewer 8" W/ MH	LF	\$ 160.00	785	\$ 125,549	510	\$ 81,600	340	\$ 54,400	4,060	\$ 649,600					
Sanitary	Sanitary Sewer 12" W/ MH	LF	\$ 190.00	3,042	\$ 577,980	-	-	-	-	-	-					
Sanitary	Sanitary Sewer 15" W/ MH	LF	\$ 230.00	2,610	\$ 600,392	-	-	-	-	-	-					
Sanitary	Sanitary Sewer 18" W/ MH	LF	\$ 300.00	1,570	\$ 471,120	-	-	-	-	-	-					
Sanitary	Sanitary Subtotal	LS			\$ 1,775,041		\$ 81,600		\$ 54,400		\$ 649,600				\$ 2,560,641	
Underdrain	Underdrain 6" PVC W/ Cleanout	LF	\$ 93.00	3,827	\$ 355,881	510	\$ 47,430	340	\$ 31,620	4,060	\$ 377,580					
Underdrain	Underdrain 8" PVC W/ Cleanout	LF	\$ 110.00	4,161	\$ 459,868	-	-	-	-	-	-					
Underdrain	Underdrain Subtotal	LS			\$ 815,749		\$ 47,430		\$ 31,620		\$ 377,580				\$ 1,272,399	
Water	Water Main 8" PVC (W/ Appurtenance)	LF	\$ 130.00	968	\$ 128,440	510	\$ 66,300	340	\$ 44,200	4,060	\$ 527,800					
Water	Fire Hydrant Assembly (Tes. 6" GV. Pipe, riser)	EA	\$ 7,500.00	3	\$ 23,400	2	\$ 12,750	1	\$ 8,500	14	\$ 104,500					
Water	Water Main 10" PVC (W/ Appurtenance)	LF	\$ 190.00	832	\$ 158,080	-	-	-	-	-	-					
Water	Water Subtotal	LS			\$ 309,920		\$ 79,050		\$ 52,700		\$ 629,300				\$ 1,070,970	
Storm	18" RCP	LF	\$ 100.00	83	\$ 8,320	77	\$ 7,650	51	\$ 5,100	609	\$ 60,900					
Storm	24" RCP	LF	\$ 125.00	-	-	102	\$ 12,750	68	\$ 8,500	812	\$ 101,500					
Storm	30" RCP	LF	\$ 150.00	-	-	102	\$ 15,300	68	\$ 10,200	812	\$ 121,800					
Storm	36" RCP	LF	\$ 250.00	364	\$ 91,000	102	\$ 25,500	68	\$ 17,000	812	\$ 203,000					
Storm	42" RCP	LF	\$ 350.00	458	\$ 160,160	-	-	-	-	-	-					
Storm	54" RCP	LF	\$ 400.00	686	\$ 274,560	-	-	-	-	-	-					
Storm	60" RCP	LF	\$ 550.00	260	\$ 157,500	-	-	-	-	-	-					
Storm	4 DIA Manholes	EA	\$ 4,900.00	5	\$ 31,200	3	\$ 15,300	2	\$ 10,200	27	\$ 121,800					
Storm	5 DIA Manholes	EA	\$ 6,000.00	5	\$ 30,000	3	\$ 20,400	2	\$ 13,600	27	\$ 162,400					
Storm	6 DIA Manholes	EA	\$ 12,000.00	3	\$ 37,440	-	-	-	-	-	-					
Storm	Type R Inlet 15"	EA	\$ 14,300.00	5	\$ 66,924	2	\$ 29,172	1	\$ 19,448	16	\$ 232,332					
Storm	Detention Ponds	LS	\$ 525,000.00	-	-	-	-	-	-	-	-					
Storm	Storm Subtotal	LS			\$ 826,904		\$ 126,072		\$ 84,048		\$ 1,528,632				\$ 2,565,656	
Streets	Major Arterial WCR 48"	LF	\$ 900.00	329	\$ 296,244	-	-	-	-	-	-					
Streets	Collector w/ Flush Median	LF	\$ 575.00	1,820	\$ 1,046,500	510	\$ 293,250	340	\$ 195,500	4,060	\$ 1,421,000					
Streets	Non-Residential Local	LF	\$ 350.00	-	-	-	-	-	-	-	-					
Streets	Residential Local	LF	\$ 350.00	-	-	-	-	-	-	-	-					
Streets	Roundabout Intersection	EA	\$ 750,000.00	0.5	\$ 390,000	-	-	-	-	-	-					
Streets	Street Subtotal	LS			\$ 1,732,744		\$ 293,250		\$ 195,500		\$ 1,421,000				\$ 3,442,494	
Landscape	Major Arterial	LF	\$ 75.00	829	\$ 24,687	-	-	-	-	-	-					
Landscape	Collector w/ Flush Median	LF	\$ 30.00	1,920	\$ 54,600	510	\$ 15,300	340	\$ 10,200	4,060	\$ 121,800					
Landscape	Residential and Non-Residential Local	EA	\$ 150,000.00	-	-	-	-	-	-	-	-					
Landscape	Parks	EA	\$ 375,000.00	-	-	1	\$ 375,000	2	\$ 750,000	3	\$ 1,125,000					
Landscape	Monument Signs	EA	\$ 375,000.00	-	-	-	-	-	-	-	-					
Landscape	Landscape Subtotal	LS			\$ 79,287		\$ 390,300		\$ 760,200		\$ 1,246,800				\$ 2,476,587	
Subtotal Development Costs					\$ 5,539,665		\$ 1,017,702		\$ 1,178,468		\$ 5,852,912				\$ 13,588,747	
25% Contingency					\$ 1,384,916		\$ 254,426		\$ 294,617		\$ 1,463,228				\$ 3,397,187	
10% Engineering and Surveying					\$ 533,967		\$ 101,770		\$ 117,847		\$ 585,291				\$ 1,358,875	
5% Construction Management					\$ 276,983		\$ 50,885		\$ 58,923		\$ 292,646				\$ 679,437	
Total Per PA					\$ 7,755,531		\$ 1,424,783		\$ 1,649,855		\$ 8,194,877				\$ 19,024,246	

EXHIBIT F
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO.2

Financial Plan

Welty Ridge Metropolitan District No. 2
Weld County, Colorado
 ~~~  
**General Obligation Bonds, Series 2023**  
**General Obligation Refunding & Improvement Bonds, Series 2033**  
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Service Plan

Bond Assumptions	Series 2023	Series 2033	Total
Closing Date	12/1/2023	12/1/2033	
First Call Date	12/1/2028	12/1/2043	
Final Maturity	12/1/2053	12/1/2063	
Discharge Date	12/2/2063	12/2/2063	
Sources of Funds			
Par Amount	13,975,000	20,365,000	
Funds on Hand	0	2,896,000	
Total	13,975,000	23,261,000	
Uses of Funds			
Project Fund	9,437,375	8,562,625	18,000,000
Refunding Escrow	0	12,965,000	
Capitalized Interest	2,725,125	0	
Reserve Fund	1,283,000	1,424,000	
Cost of Issuance	529,500	301,825	
Rounding	0	7,550	
Total	13,975,000	23,261,000	
Max Par Amount ¹			24,271,000
Debt Features			
Projected Coverage at Mill Levy Cap	1.20x	1.20x	
Tax Status	Tax-Exempt	Tax-Exempt	
Interest Payment Type	Current	Current	
Rating	Non-Rated	Investment Grade	
Coupon (Interest Rate)	6.500%	4.500%	
Annual Trustee Fee	\$4,000	\$4,000	
Biennial Reassessment			
Commercial	2.00%	2.00%	
Tax Authority Assumptions			
Metropolitan District Revenue			
Debt Service Mills			
Service Plan Mill Levy Cap	50.000		
Specific Ownership Tax	6.00%		
County Treasurer Fee	1.50%		
Operations			
Mill Levy	10.000		

1. Max Par Amount is calculated using the Total Uses of Funds less the Refunding Escrow.

**Welty Ridge Metropolitan District No. 2
Development Summary**

Type Statutory Actual Value (2023)	Commercial											Total	
	Bank	Fast Food w/ Drive Thru	Service Station	Coffee Shop	In Line Retail	Child Care Facility	Car Wash	Mini-Storage	Medical Office Building				
2023	\$250	\$300	\$350	\$400	\$250	\$200	\$250	\$60	\$325				
2024	7,000	2,500	6,000	1,300	15,500	15,000	4,800	35,250	19,500				106,850
2025													
2026													
2027													
2028													
2029													
2030													
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2062													
2063													
Total Units	7,000	2,500	6,000	1,300	15,500	15,000	4,800	35,250	19,500				106,850
Total Statutory Actual Value	\$1,750,000	\$750,000	\$2,100,000	\$520,000	\$3,875,000	\$3,000,000	\$1,200,000	\$2,115,000	\$6,337,500				\$21,647,500

Welty Ridge Metropolitan District No. 2
Development Summary

Type Statutory Actual Value (2023)	Commercial			Total	Hotel			Total
	Car Dealership	Warehouse			Hotel			
2023	-	-	-	-	-	-	-	160
2024	48,000	21,000	-	69,000	160	-	-	160
2025	-	21,000	-	21,000	160	-	-	-
2026	-	121,500	-	121,500	-	-	-	-
2027	-	-	-	-	-	-	-	-
2028	-	-	-	-	-	-	-	-
2029	-	-	-	-	-	-	-	-
2030	-	-	-	-	-	-	-	-
2031	-	-	-	-	-	-	-	-
2032	-	-	-	-	-	-	-	-
2033	-	-	-	-	-	-	-	-
2034	-	-	-	-	-	-	-	-
2035	-	-	-	-	-	-	-	-
2036	-	-	-	-	-	-	-	-
2037	-	-	-	-	-	-	-	-
2038	-	-	-	-	-	-	-	-
2039	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-
2042	-	-	-	-	-	-	-	-
2043	-	-	-	-	-	-	-	-
2044	-	-	-	-	-	-	-	-
2045	-	-	-	-	-	-	-	-
2046	-	-	-	-	-	-	-	-
2047	-	-	-	-	-	-	-	-
2048	-	-	-	-	-	-	-	-
2049	-	-	-	-	-	-	-	-
2050	-	-	-	-	-	-	-	-
2051	-	-	-	-	-	-	-	-
2052	-	-	-	-	-	-	-	-
2053	-	-	-	-	-	-	-	-
2054	-	-	-	-	-	-	-	-
2055	-	-	-	-	-	-	-	-
2056	-	-	-	-	-	-	-	-
2057	-	-	-	-	-	-	-	-
2058	-	-	-	-	-	-	-	-
2059	-	-	-	-	-	-	-	-
2060	-	-	-	-	-	-	-	-
2061	-	-	-	-	-	-	-	-
2062	-	-	-	-	-	-	-	-
2063	-	-	-	-	-	-	-	-
Total Units	48,000	163,500	-	211,500	320	-	-	320
Total Statutory Actual Value	\$12,000,000	\$19,620,000	-	\$31,620,000	\$25,600,000	-	-	\$25,600,000

Welty Ridge Metropolitan District No. 2

Assessed Value

	Vacant and Improved Land ¹				Commercial					Total
	Cumulative Statutory Actual Value	Assessed Value in Collection Year 2 Year Lag 29.00%	Commercial SF Delivered	Hotel Rooms Delivered	Biennial Reassessment 2.00%	Cumulative Statutory Actual Value	Assessment Rate	Assessed Value in Collection Year 2 Year Lag	Assessed Value in Collection Year 2 Year Lag	
2023	4,896,750	0	-	-	-	0	29.000%	0	0	
2024	1,532,000	0	175,850	160	-	49,946,850	29.000%	0	0	
2025	1,458,000	1,420,058	21,000	160	-	65,885,778	29.000%	0	1,420,058	
2026	0	444,280	121,500	-	1,317,716	82,675,906	29.000%	14,484,587	14,928,867	
2027	0	422,820	-	-	-	82,675,906	29.000%	19,106,876	19,529,696	
2028	0	0	-	-	1,653,518	84,329,424	29.000%	23,976,013	23,976,013	
2029	0	0	-	-	-	84,329,424	29.000%	23,976,013	23,976,013	
2030	0	0	-	-	1,686,588	86,016,013	29.000%	24,455,533	24,455,533	
2031	0	0	-	-	-	86,016,013	29.000%	24,455,533	24,455,533	
2032	0	0	-	-	1,720,320	87,736,333	29.000%	24,944,644	24,944,644	
2033	0	0	-	-	-	87,736,333	29.000%	24,944,644	24,944,644	
2034	0	0	-	-	1,754,727	89,491,060	29.000%	25,443,537	25,443,537	
2035	0	0	-	-	-	89,491,060	29.000%	25,443,537	25,443,537	
2036	0	0	-	-	1,789,821	91,280,881	29.000%	25,952,407	25,952,407	
2037	0	0	-	-	-	91,280,881	29.000%	25,952,407	25,952,407	
2038	0	0	-	-	1,825,618	93,106,499	29.000%	26,471,455	26,471,455	
2039	0	0	-	-	-	93,106,499	29.000%	26,471,455	26,471,455	
2040	0	0	-	-	1,862,130	94,968,629	29.000%	27,000,885	27,000,885	
2041	0	0	-	-	-	94,968,629	29.000%	27,000,885	27,000,885	
2042	0	0	-	-	1,899,373	96,868,001	29.000%	27,540,902	27,540,902	
2043	0	0	-	-	-	96,868,001	29.000%	27,540,902	27,540,902	
2044	0	0	-	-	1,937,360	98,805,361	29.000%	28,091,720	28,091,720	
2045	0	0	-	-	-	98,805,361	29.000%	28,091,720	28,091,720	
2046	0	0	-	-	1,976,107	100,781,468	29.000%	28,653,555	28,653,555	
2047	0	0	-	-	-	100,781,468	29.000%	28,653,555	28,653,555	
2048	0	0	-	-	2,015,629	102,797,098	29.000%	29,226,626	29,226,626	
2049	0	0	-	-	-	102,797,098	29.000%	29,226,626	29,226,626	
2050	0	0	-	-	2,055,942	104,853,040	29.000%	29,811,158	29,811,158	
2051	0	0	-	-	-	104,853,040	29.000%	29,811,158	29,811,158	
2052	0	0	-	-	2,097,061	106,950,100	29.000%	30,407,381	30,407,381	
2053	0	0	-	-	-	106,950,100	29.000%	30,407,381	30,407,381	
2054	0	0	-	-	2,139,002	109,089,102	29.000%	31,015,529	31,015,529	
2055	0	0	-	-	-	109,089,102	29.000%	31,015,529	31,015,529	
2056	0	0	-	-	2,181,782	111,270,884	29.000%	31,635,840	31,635,840	
2057	0	0	-	-	-	111,270,884	29.000%	31,635,840	31,635,840	
2058	0	0	-	-	2,225,418	113,496,302	29.000%	32,268,557	32,268,557	
2059	0	0	-	-	-	113,496,302	29.000%	32,268,557	32,268,557	
2060	0	0	-	-	2,269,926	115,766,228	29.000%	32,913,928	32,913,928	
2061	0	0	-	-	-	115,766,228	29.000%	32,913,928	32,913,928	
2062	0	0	-	-	2,315,325	118,081,553	29.000%	33,572,206	33,572,206	
2063	0	0	-	-	-	118,081,553	29.000%	33,572,206	33,572,206	
Total			318,350	320	36,723,362	118,081,553				

1. Vacant land value calculated in year prior to construction as 10% build-out market value

Welty Ridge Metropolitan District No. 2

	Total Revenue		District Mill Levy Revenue			Expense		Total
	Assessed Value in Collection Year		Debt Mill Levy 50,000 Cap 50,000 Target	Debt Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%	County Treasurer Fee 1.50%	Annual Trustee Fee	
2023	0	0	0.000	0	0	0	0	0
2024	0	0	50.000	0	0	0	0	(4,000)
2025	1,420,058	1,420,058	50.000	70,648	4,239	(1,060)	(4,000)	69,827
2026	14,928,867	14,928,867	50.000	742,711	44,563	(11,141)	(4,000)	772,133
2027	19,529,696	19,529,696	50.000	971,602	58,296	(14,574)	(4,000)	1,011,324
2028	23,976,013	23,976,013	50.000	1,192,807	71,568	(17,892)	(4,000)	1,242,483
2029	23,976,013	23,976,013	50.000	1,192,807	71,568	(17,892)	(4,000)	1,242,483
2030	24,455,533	24,455,533	50.000	1,216,663	73,000	(18,250)	(4,000)	1,267,413
2031	24,455,533	24,455,533	50.000	1,216,663	73,000	(18,250)	(4,000)	1,267,413
2032	24,944,644	24,944,644	50.000	1,240,996	74,460	(18,615)	(4,000)	1,292,841
2033	24,944,644	24,944,644	50.000	1,240,996	74,460	(18,615)	(4,000)	1,292,841
2034	25,443,537	25,443,537	50.000	1,265,816	75,949	(18,987)	(4,000)	1,318,778
2035	25,443,537	25,443,537	50.000	1,265,816	75,949	(18,987)	(4,000)	1,318,778
2036	25,952,407	25,952,407	50.000	1,291,132	77,468	(19,367)	(4,000)	1,345,233
2037	25,952,407	25,952,407	50.000	1,291,132	77,468	(19,367)	(4,000)	1,345,233
2038	26,471,455	26,471,455	50.000	1,316,955	79,017	(19,754)	(4,000)	1,372,218
2039	26,471,455	26,471,455	50.000	1,316,955	79,017	(19,754)	(4,000)	1,372,218
2040	27,000,885	27,000,885	50.000	1,343,294	80,598	(20,149)	(4,000)	1,399,742
2041	27,000,885	27,000,885	50.000	1,343,294	80,598	(20,149)	(4,000)	1,399,742
2042	27,540,902	27,540,902	50.000	1,370,160	82,210	(20,552)	(4,000)	1,427,817
2043	27,540,902	27,540,902	50.000	1,370,160	82,210	(20,552)	(4,000)	1,427,817
2044	28,091,720	28,091,720	50.000	1,397,563	83,854	(20,963)	(4,000)	1,456,453
2045	28,091,720	28,091,720	50.000	1,397,563	83,854	(20,963)	(4,000)	1,456,453
2046	28,653,555	28,653,555	50.000	1,425,514	85,531	(21,383)	(4,000)	1,485,662
2047	28,653,555	28,653,555	50.000	1,425,514	85,531	(21,383)	(4,000)	1,485,662
2048	29,226,626	29,226,626	50.000	1,454,025	87,241	(21,810)	(4,000)	1,515,456
2049	29,226,626	29,226,626	50.000	1,454,025	87,241	(21,810)	(4,000)	1,515,456
2050	29,811,158	29,811,158	50.000	1,483,105	88,986	(22,247)	(4,000)	1,545,845
2051	29,811,158	29,811,158	50.000	1,483,105	88,986	(22,247)	(4,000)	1,545,845
2052	30,407,381	30,407,381	50.000	1,512,767	90,766	(22,692)	(4,000)	1,576,842
2053	30,407,381	30,407,381	50.000	1,512,767	90,766	(22,692)	(4,000)	1,576,842
2054	31,015,529	31,015,529	50.000	1,543,023	92,581	(23,145)	(4,000)	1,608,459
2055	31,015,529	31,015,529	50.000	1,543,023	92,581	(23,145)	(4,000)	1,608,459
2056	31,635,840	31,635,840	50.000	1,573,883	94,433	(23,608)	(4,000)	1,640,708
2057	31,635,840	31,635,840	50.000	1,573,883	94,433	(23,608)	(4,000)	1,640,708
2058	32,268,557	32,268,557	50.000	1,605,361	96,322	(24,080)	(4,000)	1,673,602
2059	32,268,557	32,268,557	50.000	1,605,361	96,322	(24,080)	(4,000)	1,673,602
2060	32,913,928	32,913,928	50.000	1,637,468	98,248	(24,562)	(4,000)	1,707,154
2061	32,913,928	32,913,928	50.000	1,637,468	98,248	(24,562)	(4,000)	1,707,154
2062	33,572,206	33,572,206	50.000	1,670,217	100,213	(25,053)	(4,000)	1,741,377
2063	33,572,206	33,572,206	50.000	1,670,217	100,213	(25,053)	(4,000)	1,741,377
Total				52,866,458	3,171,987	(792,997)	(160,000)	55,085,449

**Welty Ridge Metropolitan District No. 2
Debt Service**

	Total		Net Debt Service		Total	Surplus Fund			Ratio Analysis		
	Revenue Available for Debt Service	Series 2023	Series 2033			Annual Surplus	Funds on Hand Used as a Source	Cumulative Balance¹ \$	Released Revenue	Debt Service Coverage	Senior Debt to Assessed Value
			Dated: 12/1/2023	Dated: 12/1/2033							
2023	0	0	0	0	0	0	0	0	n/a	n/a	
2024	(4,000)	0	0	0	0	0	0	0	n/a	984%	
2025	69,827	0	0	0	69,827	69,827	69,827	0	n/a	94%	
2026	772,133	0	0	0	772,133	772,133	841,960	0	n/a	72%	
2027	1,011,324	908,375	908,375	908,375	908,375	1,029,949	944,910	0	111%	58%	
2028	1,242,483	1,033,375	1,033,375	1,033,375	1,033,375	209,108	1,154,018	0	120%	56%	
2029	1,242,483	1,030,250	1,030,250	1,030,250	1,030,250	212,233	1,366,250	0	121%	58%	
2030	1,267,413	1,051,800	1,051,800	1,051,800	1,051,800	215,613	1,397,500	184,363	120%	55%	
2031	1,267,413	1,051,400	1,051,400	1,051,400	1,051,400	216,013	1,397,500	216,013	121%	54%	
2032	1,292,841	1,075,350	1,075,350	1,075,350	1,075,350	217,491	1,397,500	217,491	120%	53%	
2033	1,292,841	1,077,025	1,077,025	1,077,025	1,077,025	215,816	1,397,500	316	120%	51%	
2034	1,318,778	Refunded	1,096,425	1,096,425	1,096,425	222,353	0	222,353	120%	79%	
2035	1,318,778	1,098,325	1,098,325	1,098,325	1,098,325	220,453	0	220,453	120%	77%	
2036	1,345,233	1,119,775	1,119,775	1,119,775	1,119,775	225,458	0	225,458	120%	76%	
2037	1,345,233	1,119,875	1,119,875	1,119,875	1,119,875	225,358	0	225,358	120%	74%	
2038	1,372,218	1,144,525	1,144,525	1,144,525	1,144,525	227,693	0	227,693	120%	73%	
2039	1,372,218	1,142,600	1,142,600	1,142,600	1,142,600	229,618	0	229,618	120%	70%	
2040	1,399,742	1,165,225	1,165,225	1,165,225	1,165,225	234,517	0	234,517	120%	69%	
2041	1,399,742	1,166,275	1,166,275	1,166,275	1,166,275	233,467	0	233,467	120%	67%	
2042	1,427,817	1,186,650	1,186,650	1,186,650	1,186,650	241,167	0	241,167	120%	65%	
2043	1,427,817	1,190,450	1,190,450	1,190,450	1,190,450	237,367	0	237,367	120%	63%	
2044	1,456,453	1,213,350	1,213,350	1,213,350	1,213,350	243,103	0	243,103	120%	61%	
2045	1,456,453	1,214,450	1,214,450	1,214,450	1,214,450	242,003	0	242,003	120%	59%	
2046	1,485,662	1,239,650	1,239,650	1,239,650	1,239,650	246,012	0	246,012	120%	57%	
2047	1,485,662	1,237,825	1,237,825	1,237,825	1,237,825	247,837	0	247,837	120%	54%	
2048	1,515,456	1,260,100	1,260,100	1,260,100	1,260,100	255,356	0	255,356	120%	52%	
2049	1,515,456	1,260,350	1,260,350	1,260,350	1,260,350	255,106	0	255,106	120%	49%	
2050	1,545,845	1,289,475	1,289,475	1,289,475	1,289,475	256,370	0	256,370	120%	47%	
2051	1,545,845	1,286,125	1,286,125	1,286,125	1,286,125	259,720	0	259,720	120%	44%	
2052	1,576,842	1,311,650	1,311,650	1,311,650	1,311,650	265,192	0	265,192	120%	42%	
2053	1,576,842	1,314,700	1,314,700	1,314,700	1,314,700	262,142	0	262,142	120%	38%	
2054	1,608,459	1,341,175	1,341,175	1,341,175	1,341,175	267,284	0	267,284	120%	36%	
2055	1,608,459	1,339,950	1,339,950	1,339,950	1,339,950	268,509	0	268,509	120%	32%	
2056	1,640,708	1,367,150	1,367,150	1,367,150	1,367,150	273,558	0	273,558	120%	30%	
2057	1,640,708	1,366,425	1,366,425	1,366,425	1,366,425	274,283	0	274,283	120%	26%	
2058	1,673,602	1,393,900	1,393,900	1,393,900	1,393,900	279,702	0	279,702	120%	23%	
2059	1,673,602	1,393,225	1,393,225	1,393,225	1,393,225	280,377	0	280,377	120%	19%	
2060	1,707,154	1,420,525	1,420,525	1,420,525	1,420,525	286,629	0	286,629	120%	16%	
2061	1,707,154	1,424,450	1,424,450	1,424,450	1,424,450	282,704	0	282,704	120%	12%	
2062	1,741,377	1,450,900	1,450,900	1,450,900	1,450,900	290,477	0	290,477	120%	8%	
2063	1,741,377	1,449,750	1,449,750	1,449,750	1,449,750	291,627	0	291,627	120%	0%	
Total	55,085,449	7,227,575	38,005,250	45,232,825	45,232,825	9,856,624	1,613,000	8,243,624			

Welty Ridge Metropolitan District No. 2

	Total Revenue		Operations Mill Levy Revenue			Expense County Treasurer Fee 1.50%	Total Revenue Available for Operations
	Assessed Value in Collection Year	Total	O&M Mill Levy 10,000 Cap 10,000 Target	O&M Mill Levy Collections 99.50%	Specific Ownership Taxes 6.00%		
2023	0	0	0.000	0	0	0	0
2024	0	0	10,000	0	0	0	0
2025	1,420,058	1,420,058	10,000	14,201	848	(213)	14,835
2026	14,928,867	14,928,867	10,000	149,289	8,913	(2,239)	155,962
2027	19,529,696	19,529,696	10,000	195,297	11,659	(2,929)	204,027
2028	23,976,013	23,976,013	10,000	239,760	14,314	(3,596)	250,477
2029	23,976,013	23,976,013	10,000	239,760	14,314	(3,596)	250,477
2030	24,455,533	24,455,533	10,000	244,555	14,600	(3,668)	255,487
2031	24,455,533	24,455,533	10,000	244,555	14,600	(3,668)	255,487
2032	24,944,644	24,944,644	10,000	249,446	14,892	(3,742)	260,597
2033	24,944,644	24,944,644	10,000	249,446	14,892	(3,742)	260,597
2034	25,443,537	25,443,537	10,000	254,435	15,190	(3,817)	265,809
2035	25,443,537	25,443,537	10,000	254,435	15,190	(3,817)	265,809
2036	25,952,407	25,952,407	10,000	259,524	15,494	(3,893)	271,125
2037	26,471,455	26,471,455	10,000	264,715	15,803	(3,971)	276,547
2038	26,471,455	26,471,455	10,000	264,715	15,803	(3,971)	276,547
2039	27,000,885	27,000,885	10,000	270,009	16,120	(4,050)	282,078
2040	27,000,885	27,000,885	10,000	270,009	16,120	(4,050)	282,078
2041	27,540,902	27,540,902	10,000	275,409	16,442	(4,131)	287,720
2042	27,540,902	27,540,902	10,000	275,409	16,442	(4,131)	287,720
2043	28,091,720	28,091,720	10,000	280,917	16,771	(4,214)	293,474
2044	28,091,720	28,091,720	10,000	280,917	16,771	(4,214)	293,474
2045	28,653,555	28,653,555	10,000	286,536	17,106	(4,298)	299,344
2046	28,653,555	28,653,555	10,000	286,536	17,106	(4,298)	299,344
2047	29,226,626	29,226,626	10,000	292,266	17,448	(4,384)	305,331
2048	29,226,626	29,226,626	10,000	292,266	17,448	(4,384)	305,331
2049	29,811,158	29,811,158	10,000	298,112	17,797	(4,472)	311,437
2050	29,811,158	29,811,158	10,000	298,112	17,797	(4,472)	311,437
2051	30,407,381	30,407,381	10,000	304,074	18,153	(4,561)	317,666
2052	30,407,381	30,407,381	10,000	304,074	18,153	(4,561)	317,666
2053	31,015,529	31,015,529	10,000	310,155	18,516	(4,652)	324,019
2054	31,015,529	31,015,529	10,000	310,155	18,516	(4,652)	324,019
2055	31,635,840	31,635,840	10,000	316,358	18,887	(4,745)	330,500
2056	31,635,840	31,635,840	10,000	316,358	18,887	(4,745)	330,500
2057	32,268,557	32,268,557	10,000	322,686	19,264	(4,840)	337,110
2058	32,268,557	32,268,557	10,000	322,686	19,264	(4,840)	337,110
2059	32,913,928	32,913,928	10,000	329,139	19,650	(4,937)	343,852
2060	32,913,928	32,913,928	10,000	329,139	19,650	(4,937)	343,852
2061	33,572,206	33,572,206	10,000	335,722	20,043	(5,036)	350,729
2062	33,572,206	33,572,206	10,000	335,722	20,043	(5,036)	350,729
2063							
Total				10,626,424	634,397	(159,396)	11,101,425

SOURCES AND USES OF FUNDS

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2023**

|               |            |
|---------------|------------|
| Dated Date    | 12/01/2023 |
| Delivery Date | 12/01/2023 |

*Sources:*

|                |               |
|----------------|---------------|
| <hr/>          |               |
| Bond Proceeds: |               |
| Par Amount     | 13,975,000.00 |
|                | <hr/>         |
|                | 13,975,000.00 |
|                | <hr/> <hr/>   |

*Uses:*

|                           |                     |
|---------------------------|---------------------|
| <hr/>                     |                     |
| Project Fund Deposits:    |                     |
| Project Fund              | 9,437,375.00        |
| Other Fund Deposits:      |                     |
| Capitalized Interest Fund | 2,725,125.00        |
| Debt Service Reserve Fund | <u>1,283,000.00</u> |
|                           | 4,008,125.00        |
| Cost of Issuance:         |                     |
| Other Cost of Issuance    | 250,000.00          |
| Delivery Date Expenses:   |                     |
| Underwriter's Discount    | 279,500.00          |
|                           | <hr/>               |
|                           | 13,975,000.00       |
|                           | <hr/> <hr/>         |

## BOND SUMMARY STATISTICS

### Welty Ridge Metropolitan District No. 2 Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2023

Dated Date	12/01/2023
Delivery Date	12/01/2023
Last Maturity	12/01/2053
Arbitrage Yield	6.605625%
True Interest Cost (TIC)	6.792228%
Net Interest Cost (NIC)	6.590897%
All-In TIC	6.964325%
Average Coupon	6.500000%
Average Life (years)	22.003
Duration of Issue (years)	11.494
Par Amount	13,975,000.00
Bond Proceeds	13,975,000.00
Total Interest	19,986,850.00
Net Interest	20,266,350.00
Total Debt Service	33,961,850.00
Maximum Annual Debt Service	1,310,025.00
Average Annual Debt Service	1,132,061.67
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond Due 2053	13,975,000.00	100.000	6.500%	22.003
	13,975,000.00			22.003

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	13,975,000.00	13,975,000.00	13,975,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(279,500.00)	(279,500.00)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	13,695,500.00	13,445,500.00	13,975,000.00
Target Date	12/01/2023	12/01/2023	12/01/2023
Yield	6.792228%	6.964325%	6.605625%

BOND PRICING

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado**

GENERAL OBLIGATION BONDS, SERIES 2023

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond Due 2053:					
	12/01/2024		6.500%	6.500%	100.000
	12/01/2025		6.500%	6.500%	100.000
	12/01/2026		6.500%	6.500%	100.000
	12/01/2027		6.500%	6.500%	100.000
	12/01/2028	125,000	6.500%	6.500%	100.000
	12/01/2029	130,000	6.500%	6.500%	100.000
	12/01/2030	160,000	6.500%	6.500%	100.000
	12/01/2031	170,000	6.500%	6.500%	100.000
	12/01/2032	205,000	6.500%	6.500%	100.000
	12/01/2033	220,000	6.500%	6.500%	100.000
	12/01/2034	255,000	6.500%	6.500%	100.000
	12/01/2035	270,000	6.500%	6.500%	100.000
	12/01/2036	310,000	6.500%	6.500%	100.000
	12/01/2037	330,000	6.500%	6.500%	100.000
	12/01/2038	375,000	6.500%	6.500%	100.000
	12/01/2039	400,000	6.500%	6.500%	100.000
	12/01/2040	445,000	6.500%	6.500%	100.000
	12/01/2041	475,000	6.500%	6.500%	100.000
	12/01/2042	530,000	6.500%	6.500%	100.000
	12/01/2043	565,000	6.500%	6.500%	100.000
	12/01/2044	625,000	6.500%	6.500%	100.000
	12/01/2045	665,000	6.500%	6.500%	100.000
	12/01/2046	735,000	6.500%	6.500%	100.000
	12/01/2047	780,000	6.500%	6.500%	100.000
	12/01/2048	855,000	6.500%	6.500%	100.000
	12/01/2049	910,000	6.500%	6.500%	100.000
	12/01/2050	995,000	6.500%	6.500%	100.000
	12/01/2051	1,060,000	6.500%	6.500%	100.000
	12/01/2052	1,155,000	6.500%	6.500%	100.000
	12/01/2053	1,230,000	6.500%	6.500%	100.000
		13,975,000			

Dated Date	12/01/2023		
Delivery Date	12/01/2023		
First Coupon	06/01/2024		
Par Amount	13,975,000.00		
Original Issue Discount			
Production	13,975,000.00	100.000000%	
Underwriter's Discount	(279,500.00)	(2.000000%)	
Purchase Price	13,695,500.00	98.000000%	
Accrued Interest			
Net Proceeds	13,695,500.00		

NET DEBT SERVICE

Welty Ridge Metropolitan District No. 2 Weld County, Colorado

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#### GENERAL OBLIGATION BONDS, SERIES 2023

| <i>Period<br/>Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Total<br/>Debt Service</i> | <i>Capitalized<br/>Interest<br/>Fund</i> | <i>Net<br/>Debt Service</i> |
|--------------------------|------------------|---------------|-----------------|-------------------------------|------------------------------------------|-----------------------------|
| 12/01/2024               |                  |               | 908,375         | 908,375                       | 908,375                                  |                             |
| 12/01/2025               |                  |               | 908,375         | 908,375                       | 908,375                                  |                             |
| 12/01/2026               |                  |               | 908,375         | 908,375                       | 908,375                                  |                             |
| 12/01/2027               |                  |               | 908,375         | 908,375                       |                                          | 908,375                     |
| 12/01/2028               | 125,000          | 6.500%        | 908,375         | 1,033,375                     |                                          | 1,033,375                   |
| 12/01/2029               | 130,000          | 6.500%        | 900,250         | 1,030,250                     |                                          | 1,030,250                   |
| 12/01/2030               | 160,000          | 6.500%        | 891,800         | 1,051,800                     |                                          | 1,051,800                   |
| 12/01/2031               | 170,000          | 6.500%        | 881,400         | 1,051,400                     |                                          | 1,051,400                   |
| 12/01/2032               | 205,000          | 6.500%        | 870,350         | 1,075,350                     |                                          | 1,075,350                   |
| 12/01/2033               | 220,000          | 6.500%        | 857,025         | 1,077,025                     |                                          | 1,077,025                   |
| 12/01/2034               | 255,000          | 6.500%        | 842,725         | 1,097,725                     |                                          | 1,097,725                   |
| 12/01/2035               | 270,000          | 6.500%        | 826,150         | 1,096,150                     |                                          | 1,096,150                   |
| 12/01/2036               | 310,000          | 6.500%        | 808,600         | 1,118,600                     |                                          | 1,118,600                   |
| 12/01/2037               | 330,000          | 6.500%        | 788,450         | 1,118,450                     |                                          | 1,118,450                   |
| 12/01/2038               | 375,000          | 6.500%        | 767,000         | 1,142,000                     |                                          | 1,142,000                   |
| 12/01/2039               | 400,000          | 6.500%        | 742,625         | 1,142,625                     |                                          | 1,142,625                   |
| 12/01/2040               | 445,000          | 6.500%        | 716,625         | 1,161,625                     |                                          | 1,161,625                   |
| 12/01/2041               | 475,000          | 6.500%        | 687,700         | 1,162,700                     |                                          | 1,162,700                   |
| 12/01/2042               | 530,000          | 6.500%        | 656,825         | 1,186,825                     |                                          | 1,186,825                   |
| 12/01/2043               | 565,000          | 6.500%        | 622,375         | 1,187,375                     |                                          | 1,187,375                   |
| 12/01/2044               | 625,000          | 6.500%        | 585,650         | 1,210,650                     |                                          | 1,210,650                   |
| 12/01/2045               | 665,000          | 6.500%        | 545,025         | 1,210,025                     |                                          | 1,210,025                   |
| 12/01/2046               | 735,000          | 6.500%        | 501,800         | 1,236,800                     |                                          | 1,236,800                   |
| 12/01/2047               | 780,000          | 6.500%        | 454,025         | 1,234,025                     |                                          | 1,234,025                   |
| 12/01/2048               | 855,000          | 6.500%        | 403,325         | 1,258,325                     |                                          | 1,258,325                   |
| 12/01/2049               | 910,000          | 6.500%        | 347,750         | 1,257,750                     |                                          | 1,257,750                   |
| 12/01/2050               | 995,000          | 6.500%        | 288,600         | 1,283,600                     |                                          | 1,283,600                   |
| 12/01/2051               | 1,060,000        | 6.500%        | 223,925         | 1,283,925                     |                                          | 1,283,925                   |
| 12/01/2052               | 1,155,000        | 6.500%        | 155,025         | 1,310,025                     |                                          | 1,310,025                   |
| 12/01/2053               | 1,230,000        | 6.500%        | 79,950          | 1,309,950                     |                                          | 1,309,950                   |
|                          | 13,975,000       |               | 19,986,850      | 33,961,850                    | 2,725,125                                | 31,236,725                  |

## BOND DEBT SERVICE

### Welty Ridge Metropolitan District No. 2 Weld County, Colorado

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GENERAL OBLIGATION BONDS, SERIES 2023

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
06/01/2024			454,187.50	454,187.50	
12/01/2024			454,187.50	454,187.50	908,375
06/01/2025			454,187.50	454,187.50	
12/01/2025			454,187.50	454,187.50	908,375
06/01/2026			454,187.50	454,187.50	
12/01/2026			454,187.50	454,187.50	908,375
06/01/2027			454,187.50	454,187.50	
12/01/2027			454,187.50	454,187.50	908,375
06/01/2028			454,187.50	454,187.50	
12/01/2028	125,000	6.500%	454,187.50	579,187.50	1,033,375
06/01/2029			450,125.00	450,125.00	
12/01/2029	130,000	6.500%	450,125.00	580,125.00	1,030,250
06/01/2030			445,900.00	445,900.00	
12/01/2030	160,000	6.500%	445,900.00	605,900.00	1,051,800
06/01/2031			440,700.00	440,700.00	
12/01/2031	170,000	6.500%	440,700.00	610,700.00	1,051,400
06/01/2032			435,175.00	435,175.00	
12/01/2032	205,000	6.500%	435,175.00	640,175.00	1,075,350
06/01/2033			428,512.50	428,512.50	
12/01/2033	220,000	6.500%	428,512.50	648,512.50	1,077,025
06/01/2034			421,362.50	421,362.50	
12/01/2034	255,000	6.500%	421,362.50	676,362.50	1,097,725
06/01/2035			413,075.00	413,075.00	
12/01/2035	270,000	6.500%	413,075.00	683,075.00	1,096,150
06/01/2036			404,300.00	404,300.00	
12/01/2036	310,000	6.500%	404,300.00	714,300.00	1,118,600
06/01/2037			394,225.00	394,225.00	
12/01/2037	330,000	6.500%	394,225.00	724,225.00	1,118,450
06/01/2038			383,500.00	383,500.00	
12/01/2038	375,000	6.500%	383,500.00	758,500.00	1,142,000
06/01/2039			371,312.50	371,312.50	
12/01/2039	400,000	6.500%	371,312.50	771,312.50	1,142,625
06/01/2040			358,312.50	358,312.50	
12/01/2040	445,000	6.500%	358,312.50	803,312.50	1,161,625
06/01/2041			343,850.00	343,850.00	
12/01/2041	475,000	6.500%	343,850.00	818,850.00	1,162,700
06/01/2042			328,412.50	328,412.50	
12/01/2042	530,000	6.500%	328,412.50	858,412.50	1,186,825
06/01/2043			311,187.50	311,187.50	
12/01/2043	565,000	6.500%	311,187.50	876,187.50	1,187,375
06/01/2044			292,825.00	292,825.00	
12/01/2044	625,000	6.500%	292,825.00	917,825.00	1,210,650
06/01/2045			272,512.50	272,512.50	
12/01/2045	665,000	6.500%	272,512.50	937,512.50	1,210,025
06/01/2046			250,900.00	250,900.00	
12/01/2046	735,000	6.500%	250,900.00	985,900.00	1,236,800
06/01/2047			227,012.50	227,012.50	
12/01/2047	780,000	6.500%	227,012.50	1,007,012.50	1,234,025
06/01/2048			201,662.50	201,662.50	
12/01/2048	855,000	6.500%	201,662.50	1,056,662.50	1,258,325
06/01/2049			173,875.00	173,875.00	
12/01/2049	910,000	6.500%	173,875.00	1,083,875.00	1,257,750
06/01/2050			144,300.00	144,300.00	
12/01/2050	995,000	6.500%	144,300.00	1,139,300.00	1,283,600
06/01/2051			111,962.50	111,962.50	
12/01/2051	1,060,000	6.500%	111,962.50	1,171,962.50	1,283,925
06/01/2052			77,512.50	77,512.50	
12/01/2052	1,155,000	6.500%	77,512.50	1,232,512.50	1,310,025
06/01/2053			39,975.00	39,975.00	
12/01/2053	1,230,000	6.500%	39,975.00	1,269,975.00	1,309,950
	13,975,000		19,986,850.00	33,961,850.00	33,961,850

CALL PROVISIONS

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado**

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**GENERAL OBLIGATION BONDS, SERIES 2023**

**Call Table: CALL**

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2028       | 103.00            |
| 12/01/2029       | 102.00            |
| 12/01/2030       | 101.00            |
| 12/01/2031       | 100.00            |



**BOND SOLUTION**

**Welty Ridge Metropolitan District No. 2  
Weld County, Colorado**

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GENERAL OBLIGATION BONDS, SERIES 2023

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2024		908,375	(908,375)				
12/01/2025		908,375	(908,375)		69,827	69,827	
12/01/2026		908,375	(908,375)		772,133	772,133	
12/01/2027		908,375		908,375	1,011,324	102,949	111.33%
12/01/2028	125,000	1,033,375		1,033,375	1,242,483	209,108	120.24%
12/01/2029	130,000	1,030,250		1,030,250	1,242,483	212,233	120.60%
12/01/2030	160,000	1,051,800		1,051,800	1,267,413	215,613	120.50%
12/01/2031	170,000	1,051,400		1,051,400	1,267,413	216,013	120.55%
12/01/2032	205,000	1,075,350		1,075,350	1,292,841	217,491	120.23%
12/01/2033	220,000	1,077,025		1,077,025	1,292,841	215,816	120.04%
12/01/2034	255,000	1,097,725		1,097,725	1,318,778	221,053	120.14%
12/01/2035	270,000	1,096,150		1,096,150	1,318,778	222,628	120.31%
12/01/2036	310,000	1,118,600		1,118,600	1,345,233	226,633	120.26%
12/01/2037	330,000	1,118,450		1,118,450	1,345,233	226,783	120.28%
12/01/2038	375,000	1,142,000		1,142,000	1,372,218	230,218	120.16%
12/01/2039	400,000	1,142,625		1,142,625	1,372,218	229,593	120.09%
12/01/2040	445,000	1,161,625		1,161,625	1,399,742	238,117	120.50%
12/01/2041	475,000	1,162,700		1,162,700	1,399,742	237,042	120.39%
12/01/2042	530,000	1,186,825		1,186,825	1,427,817	240,992	120.31%
12/01/2043	565,000	1,187,375		1,187,375	1,427,817	240,442	120.25%
12/01/2044	625,000	1,210,650		1,210,650	1,456,453	245,803	120.30%
12/01/2045	665,000	1,210,025		1,210,025	1,456,453	246,428	120.37%
12/01/2046	735,000	1,236,800		1,236,800	1,485,662	248,862	120.12%
12/01/2047	780,000	1,234,025		1,234,025	1,485,662	251,637	120.39%
12/01/2048	855,000	1,258,325		1,258,325	1,515,456	257,131	120.43%
12/01/2049	910,000	1,257,750		1,257,750	1,515,456	257,706	120.49%
12/01/2050	995,000	1,283,600		1,283,600	1,545,845	262,245	120.43%
12/01/2051	1,060,000	1,283,925		1,283,925	1,545,845	261,920	120.40%
12/01/2052	1,155,000	1,310,025		1,310,025	1,576,842	266,817	120.37%
12/01/2053	1,230,000	1,309,950		1,309,950	1,576,842	266,892	120.37%
	13,975,000	33,961,850	(2,725,125)	31,236,725	38,346,850	7,110,125	

SOURCES AND USES OF FUNDS

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033**

Dated Date 12/01/2033
Delivery Date 12/01/2033

Sources:

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Bond Proceeds:	
Par Amount	20,365,000.00
Other Sources of Funds:	
Series 2023 Reserve Fund	1,283,000.00
Series 2023 Surplus Fund	1,613,000.00
	<hr/>
	2,896,000.00
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	23,261,000.00
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Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	8,562,625.00
Refunding Escrow Deposits:	
Cash Deposit	12,965,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	1,424,000.00
Cost of Issuance:	
Other Cost of Issuance	200,000.00
Delivery Date Expenses:	
Underwriter's Discount	101,825.00
Other Uses of Funds:	
Additional Proceeds	7,550.00
	<hr/>
	23,261,000.00
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BOND SUMMARY STATISTICS

Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Dated Date	12/01/2033
Delivery Date	12/01/2033
Last Maturity	12/01/2063
Arbitrage Yield	4.550625%
True Interest Cost (TIC)	4.590673%
Net Interest Cost (NIC)	4.524035%
All-In TIC	4.670231%
Average Coupon	4.500000%
Average Life (years)	20.803
Duration of Issue (years)	13.074
Par Amount	20,365,000.00
Bond Proceeds	20,365,000.00
Total Interest	19,064,250.00
Net Interest	19,166,075.00
Total Debt Service	39,429,250.00
Maximum Annual Debt Service	2,873,750.00
Average Annual Debt Service	1,314,308.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Term Bond due 2063	20,365,000.00	100.000	4.500%	20.803
	20,365,000.00			20.803

	<u>TIC</u>	<u>All-In TIC</u>	<u>Arbitrage Yield</u>
Par Value	20,365,000.00	20,365,000.00	20,365,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	(101,825.00)	(101,825.00)	
- Cost of Issuance Expense		(200,000.00)	
- Other Amounts			
Target Value	20,263,175.00	20,063,175.00	20,365,000.00
Target Date	12/01/2033	12/01/2033	12/01/2033
Yield	4.590673%	4.670231%	4.550625%

BOND PRICING

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033**

<i>Bond Component</i>	<i>Maturity Date</i>	<i>Amount</i>	<i>Rate</i>	<i>Yield</i>	<i>Price</i>
Term Bond due 2063:					
	12/01/2034	180,000	4.500%	4.500%	100.000
	12/01/2035	190,000	4.500%	4.500%	100.000
	12/01/2036	220,000	4.500%	4.500%	100.000
	12/01/2037	230,000	4.500%	4.500%	100.000
	12/01/2038	265,000	4.500%	4.500%	100.000
	12/01/2039	275,000	4.500%	4.500%	100.000
	12/01/2040	310,000	4.500%	4.500%	100.000
	12/01/2041	325,000	4.500%	4.500%	100.000
	12/01/2042	360,000	4.500%	4.500%	100.000
	12/01/2043	380,000	4.500%	4.500%	100.000
	12/01/2044	420,000	4.500%	4.500%	100.000
	12/01/2045	440,000	4.500%	4.500%	100.000
	12/01/2046	485,000	4.500%	4.500%	100.000
	12/01/2047	505,000	4.500%	4.500%	100.000
	12/01/2048	550,000	4.500%	4.500%	100.000
	12/01/2049	575,000	4.500%	4.500%	100.000
	12/01/2050	630,000	4.500%	4.500%	100.000
	12/01/2051	655,000	4.500%	4.500%	100.000
	12/01/2052	710,000	4.500%	4.500%	100.000
	12/01/2053	745,000	4.500%	4.500%	100.000
	12/01/2054	805,000	4.500%	4.500%	100.000
	12/01/2055	840,000	4.500%	4.500%	100.000
	12/01/2056	905,000	4.500%	4.500%	100.000
	12/01/2057	945,000	4.500%	4.500%	100.000
	12/01/2058	1,015,000	4.500%	4.500%	100.000
	12/01/2059	1,060,000	4.500%	4.500%	100.000
	12/01/2060	1,135,000	4.500%	4.500%	100.000
	12/01/2061	1,190,000	4.500%	4.500%	100.000
	12/01/2062	1,270,000	4.500%	4.500%	100.000
	12/01/2063	2,750,000	4.500%	4.500%	100.000
		20,365,000			

Dated Date	12/01/2033	
Delivery Date	12/01/2033	
First Coupon	06/01/2034	
Par Amount	20,365,000.00	
Original Issue Discount		
Production	20,365,000.00	100.000000%
Underwriter's Discount	(101,825.00)	(0.500000%)
Purchase Price	20,263,175.00	99.500000%
Accrued Interest		
Net Proceeds	20,263,175.00	

NET DEBT SERVICE

Welty Ridge Metropolitan District No. 2 Weld County, Colorado

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Total Debt Service</i>	<i>Debt Service Reserve Fund</i>	<i>Net Debt Service</i>
12/01/2034	180,000	4.500%	916,425	1,096,425		1,096,425
12/01/2035	190,000	4.500%	908,325	1,098,325		1,098,325
12/01/2036	220,000	4.500%	899,775	1,119,775		1,119,775
12/01/2037	230,000	4.500%	889,875	1,119,875		1,119,875
12/01/2038	265,000	4.500%	879,525	1,144,525		1,144,525
12/01/2039	275,000	4.500%	867,600	1,142,600		1,142,600
12/01/2040	310,000	4.500%	855,225	1,165,225		1,165,225
12/01/2041	325,000	4.500%	841,275	1,166,275		1,166,275
12/01/2042	360,000	4.500%	826,650	1,186,650		1,186,650
12/01/2043	380,000	4.500%	810,450	1,190,450		1,190,450
12/01/2044	420,000	4.500%	793,350	1,213,350		1,213,350
12/01/2045	440,000	4.500%	774,450	1,214,450		1,214,450
12/01/2046	485,000	4.500%	754,650	1,239,650		1,239,650
12/01/2047	505,000	4.500%	732,825	1,237,825		1,237,825
12/01/2048	550,000	4.500%	710,100	1,260,100		1,260,100
12/01/2049	575,000	4.500%	685,350	1,260,350		1,260,350
12/01/2050	630,000	4.500%	659,475	1,289,475		1,289,475
12/01/2051	655,000	4.500%	631,125	1,286,125		1,286,125
12/01/2052	710,000	4.500%	601,650	1,311,650		1,311,650
12/01/2053	745,000	4.500%	569,700	1,314,700		1,314,700
12/01/2054	805,000	4.500%	536,175	1,341,175		1,341,175
12/01/2055	840,000	4.500%	499,950	1,339,950		1,339,950
12/01/2056	905,000	4.500%	462,150	1,367,150		1,367,150
12/01/2057	945,000	4.500%	421,425	1,366,425		1,366,425
12/01/2058	1,015,000	4.500%	378,900	1,393,900		1,393,900
12/01/2059	1,060,000	4.500%	333,225	1,393,225		1,393,225
12/01/2060	1,135,000	4.500%	285,525	1,420,525		1,420,525
12/01/2061	1,190,000	4.500%	234,450	1,424,450		1,424,450
12/01/2062	1,270,000	4.500%	180,900	1,450,900		1,450,900
12/01/2063	2,750,000	4.500%	123,750	2,873,750	1,424,000	1,449,750
	20,365,000		19,064,250	39,429,250	1,424,000	38,005,250

BOND DEBT SERVICE

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado** ~~~

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

Period Ending	Principal	Coupon	Interest	Debt Service	Annual
					Debt Service
06/01/2034			458,212.50	458,212.50	
12/01/2034	180,000	4.500%	458,212.50	638,212.50	1,096,425
06/01/2035			454,162.50	454,162.50	
12/01/2035	190,000	4.500%	454,162.50	644,162.50	1,098,325
06/01/2036			449,887.50	449,887.50	
12/01/2036	220,000	4.500%	449,887.50	669,887.50	1,119,775
06/01/2037			444,937.50	444,937.50	
12/01/2037	230,000	4.500%	444,937.50	674,937.50	1,119,875
06/01/2038			439,762.50	439,762.50	
12/01/2038	265,000	4.500%	439,762.50	704,762.50	1,144,525
06/01/2039			433,800.00	433,800.00	
12/01/2039	275,000	4.500%	433,800.00	708,800.00	1,142,600
06/01/2040			427,612.50	427,612.50	
12/01/2040	310,000	4.500%	427,612.50	737,612.50	1,165,225
06/01/2041			420,637.50	420,637.50	
12/01/2041	325,000	4.500%	420,637.50	745,637.50	1,166,275
06/01/2042			413,325.00	413,325.00	
12/01/2042	360,000	4.500%	413,325.00	773,325.00	1,186,650
06/01/2043			405,225.00	405,225.00	
12/01/2043	380,000	4.500%	405,225.00	785,225.00	1,190,450
06/01/2044			396,675.00	396,675.00	
12/01/2044	420,000	4.500%	396,675.00	816,675.00	1,213,350
06/01/2045			387,225.00	387,225.00	
12/01/2045	440,000	4.500%	387,225.00	827,225.00	1,214,450
06/01/2046			377,325.00	377,325.00	
12/01/2046	485,000	4.500%	377,325.00	862,325.00	1,239,650
06/01/2047			366,412.50	366,412.50	
12/01/2047	505,000	4.500%	366,412.50	871,412.50	1,237,825
06/01/2048			355,050.00	355,050.00	
12/01/2048	550,000	4.500%	355,050.00	905,050.00	1,260,100
06/01/2049			342,675.00	342,675.00	
12/01/2049	575,000	4.500%	342,675.00	917,675.00	1,260,350
06/01/2050			329,737.50	329,737.50	
12/01/2050	630,000	4.500%	329,737.50	959,737.50	1,289,475
06/01/2051			315,562.50	315,562.50	
12/01/2051	655,000	4.500%	315,562.50	970,562.50	1,286,125
06/01/2052			300,825.00	300,825.00	
12/01/2052	710,000	4.500%	300,825.00	1,010,825.00	1,311,650
06/01/2053			284,850.00	284,850.00	
12/01/2053	745,000	4.500%	284,850.00	1,029,850.00	1,314,700
06/01/2054			268,087.50	268,087.50	
12/01/2054	805,000	4.500%	268,087.50	1,073,087.50	1,341,175
06/01/2055			249,975.00	249,975.00	
12/01/2055	840,000	4.500%	249,975.00	1,089,975.00	1,339,950
06/01/2056			231,075.00	231,075.00	
12/01/2056	905,000	4.500%	231,075.00	1,136,075.00	1,367,150
06/01/2057			210,712.50	210,712.50	
12/01/2057	945,000	4.500%	210,712.50	1,155,712.50	1,366,425
06/01/2058			189,450.00	189,450.00	
12/01/2058	1,015,000	4.500%	189,450.00	1,204,450.00	1,393,900
06/01/2059			166,612.50	166,612.50	
12/01/2059	1,060,000	4.500%	166,612.50	1,226,612.50	1,393,225
06/01/2060			142,762.50	142,762.50	
12/01/2060	1,135,000	4.500%	142,762.50	1,277,762.50	1,420,525
06/01/2061			117,225.00	117,225.00	
12/01/2061	1,190,000	4.500%	117,225.00	1,307,225.00	1,424,450
06/01/2062			90,450.00	90,450.00	
12/01/2062	1,270,000	4.500%	90,450.00	1,360,450.00	1,450,900
06/01/2063			61,875.00	61,875.00	
12/01/2063	2,750,000	4.500%	61,875.00	2,811,875.00	2,873,750
	20,365,000		19,064,250.00	39,429,250.00	39,429,250

SUMMARY OF BONDS REFUNDED

Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
Series 2023, 2023, TERM53:					
	12/01/2034	6.500%	255,000	12/01/2033	100.000
	12/01/2035	6.500%	270,000	12/01/2033	100.000
	12/01/2036	6.500%	310,000	12/01/2033	100.000
	12/01/2037	6.500%	330,000	12/01/2033	100.000
	12/01/2038	6.500%	375,000	12/01/2033	100.000
	12/01/2039	6.500%	400,000	12/01/2033	100.000
	12/01/2040	6.500%	445,000	12/01/2033	100.000
	12/01/2041	6.500%	475,000	12/01/2033	100.000
	12/01/2042	6.500%	530,000	12/01/2033	100.000
	12/01/2043	6.500%	565,000	12/01/2033	100.000
	12/01/2044	6.500%	625,000	12/01/2033	100.000
	12/01/2045	6.500%	665,000	12/01/2033	100.000
	12/01/2046	6.500%	735,000	12/01/2033	100.000
	12/01/2047	6.500%	780,000	12/01/2033	100.000
	12/01/2048	6.500%	855,000	12/01/2033	100.000
	12/01/2049	6.500%	910,000	12/01/2033	100.000
	12/01/2050	6.500%	995,000	12/01/2033	100.000
	12/01/2051	6.500%	1,060,000	12/01/2033	100.000
	12/01/2052	6.500%	1,155,000	12/01/2033	100.000
	12/01/2053	6.500%	1,230,000	12/01/2033	100.000
			12,965,000		

ESCROW REQUIREMENTS

Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal Redeemed</i>	<i>Total</i>
12/01/2033	12,965,000	12,965,000.00
	12,965,000	12,965,000.00

PRIOR BOND DEBT SERVICE

Welty Ridge Metropolitan District No. 2
Weld County, Colorado ~~~

GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
12/01/2034	255,000	6.500%	842,725	1,097,725
12/01/2035	270,000	6.500%	826,150	1,096,150
12/01/2036	310,000	6.500%	808,600	1,118,600
12/01/2037	330,000	6.500%	788,450	1,118,450
12/01/2038	375,000	6.500%	767,000	1,142,000
12/01/2039	400,000	6.500%	742,625	1,142,625
12/01/2040	445,000	6.500%	716,625	1,161,625
12/01/2041	475,000	6.500%	687,700	1,162,700
12/01/2042	530,000	6.500%	656,825	1,186,825
12/01/2043	565,000	6.500%	622,375	1,187,375
12/01/2044	625,000	6.500%	585,650	1,210,650
12/01/2045	665,000	6.500%	545,025	1,210,025
12/01/2046	735,000	6.500%	501,800	1,236,800
12/01/2047	780,000	6.500%	454,025	1,234,025
12/01/2048	855,000	6.500%	403,325	1,258,325
12/01/2049	910,000	6.500%	347,750	1,257,750
12/01/2050	995,000	6.500%	288,600	1,283,600
12/01/2051	1,060,000	6.500%	223,925	1,283,925
12/01/2052	1,155,000	6.500%	155,025	1,310,025
12/01/2053	1,230,000	6.500%	79,950	1,309,950
	12,965,000		11,044,150	24,009,150

CALL PROVISIONS

**Welty Ridge Metropolitan District No. 2
Weld County, Colorado**

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**GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033**

**Call Table: CALL**

| <i>Call Date</i> | <i>Call Price</i> |
|------------------|-------------------|
| 12/01/2043       | 100.00            |

**BOND SOLUTION****Welty Ridge Metropolitan District No. 2  
Weld County, Colorado**

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GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2033

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Debt Service Adjustments</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
12/01/2034	180,000	1,096,425		1,096,425	1,318,778	222,353	120.28%
12/01/2035	190,000	1,098,325		1,098,325	1,318,778	220,453	120.07%
12/01/2036	220,000	1,119,775		1,119,775	1,345,233	225,458	120.13%
12/01/2037	230,000	1,119,875		1,119,875	1,345,233	225,358	120.12%
12/01/2038	265,000	1,144,525		1,144,525	1,372,218	227,693	119.89%
12/01/2039	275,000	1,142,600		1,142,600	1,372,218	229,618	120.10%
12/01/2040	310,000	1,165,225		1,165,225	1,399,742	234,517	120.13%
12/01/2041	325,000	1,166,275		1,166,275	1,399,742	233,467	120.02%
12/01/2042	360,000	1,186,650		1,186,650	1,427,817	241,167	120.32%
12/01/2043	380,000	1,190,450		1,190,450	1,427,817	237,367	119.94%
12/01/2044	420,000	1,213,350		1,213,350	1,456,453	243,103	120.04%
12/01/2045	440,000	1,214,450		1,214,450	1,456,453	242,003	119.93%
12/01/2046	485,000	1,239,650		1,239,650	1,485,662	246,012	119.85%
12/01/2047	505,000	1,237,825		1,237,825	1,485,662	247,837	120.02%
12/01/2048	550,000	1,260,100		1,260,100	1,515,456	255,356	120.26%
12/01/2049	575,000	1,260,350		1,260,350	1,515,456	255,106	120.24%
12/01/2050	630,000	1,289,475		1,289,475	1,545,845	256,370	119.88%
12/01/2051	655,000	1,286,125		1,286,125	1,545,845	259,720	120.19%
12/01/2052	710,000	1,311,650		1,311,650	1,576,842	265,192	120.22%
12/01/2053	745,000	1,314,700		1,314,700	1,576,842	262,142	119.94%
12/01/2054	805,000	1,341,175		1,341,175	1,608,459	267,284	119.93%
12/01/2055	840,000	1,339,950		1,339,950	1,608,459	268,509	120.04%
12/01/2056	905,000	1,367,150		1,367,150	1,640,708	273,558	120.01%
12/01/2057	945,000	1,366,425		1,366,425	1,640,708	274,283	120.07%
12/01/2058	1,015,000	1,393,900		1,393,900	1,673,602	279,702	120.07%
12/01/2059	1,060,000	1,393,225		1,393,225	1,673,602	280,377	120.12%
12/01/2060	1,135,000	1,420,525		1,420,525	1,707,154	286,629	120.18%
12/01/2061	1,190,000	1,424,450		1,424,450	1,707,154	282,704	119.85%
12/01/2062	1,270,000	1,450,900		1,450,900	1,741,377	290,477	120.02%
12/01/2063	2,750,000	2,873,750	(1,424,000)	1,449,750	1,741,377	291,627	120.12%
	20,365,000	39,429,250	(1,424,000)	38,005,250	45,630,691	7,625,441	

EXHIBIT G**SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO.2**

Disclosure Notice

SPECIAL DISTRICT PUBLIC DISCLOSURE

Pursuant to § 32-1-104.8 C.R.S.

Name of the District:	Welty Ridge Metropolitan District No.2 (“District”)
Contact Information for the District:	c/o Law Office of Michael E. Davis, LLC 1151 Eagle Drive, Suite 366 Loveland, Colorado 80537 Attn: Michael Davis, Esq. Phone: (720) 324-3130
Powers of the District:	<p>All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, and water services, subject to the limitations contained in the District’s Service Plan regarding the exercise of such powers.</p> <p>The District’s Service Plan specifically limits the District authority to exercise the following powers without an intergovernmental agreement with the Town of Johnstown: fire protection, ambulance and emergency services, television relay and translator facilities, telecommunication, solid waste collection, and transportation services.</p>
Service Plan:	The District’s Service Plan, which may be amended from time to time, includes a description of the District’s powers and authority. A copy of the District’s Service Plan is available from the District and from the Division of Local Government.
Financial Powers of the District:	The District is authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which may be found at the District’s office, on the District’s web site, on file at the Division of Local Government in the Department of Local Affairs, or on file at the office of the clerk and recorder of Weld County in which the special district is located.

<p>District Boundaries:</p>	<p>A map of the District’s boundaries is attached hereto as <u>Exhibit A</u>. Please note that the District’s boundaries may change from time to time. Please contact the District for the latest information.</p>
<p>District Taxes and Fees:</p>	<p>The District has authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The District has the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the District may impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The District may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property or a per-square foot basis for non-residential property, and may impose other fees and charges. The Service Plan establishes a maximum Debt Mill Levy and an Operations and Maintenance Mill Levy. The District has the authority to exceed these mill levy caps as provided in the Service Plan. The District’s taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Weld County and other jurisdictions. Below are samples of potential property taxes of the District, based on assumed mill levies. Actual mill levies and property taxes in any year may be higher or lower.</p>

WELTY RIDGE METROPOLITAN DISTRICT NO.2 PROPERTY TAX ILLUSTRATION

The following is a sample calculation of the property taxes that will be imposed by and paid solely to the District. This calculation does not include the property taxes that will be due and owing to other public taxing entities, such as to the Town of Johnstown, the Weld County Reorganized School District RE-5J or the Thompson School District R2-J and the Thompson Rivers Parks and Recreation District.

	<p><u>Sample Calculation of Property Tax for a Commercial, Office or Industrial Property based on the Commercial Mill Levy Cap:</u></p> <p>Assumptions: Market value of commercial property is \$750,000 Mill levy cap is 50 mills *</p> <p>Calculation: \$750,000 x .29 = \$217,500 (Assessed Valuation) \$217,500 x .050 mills = \$10,875 per year in taxes owed solely to the District</p>
--	--

* Per the Service Plan, the District is entitled to adjust the mill levy cap under certain circumstances, without a corresponding increase in the amount of taxes due and owing. For example, if the assessed valuation ratio for residential property is reduced below 0.29, the District is entitled to increase the mill levy to recover the same amount of taxes that would have been paid based on the assessed valuation ratio on the date of approval of the Service Plan.

[ADD EXHIBIT A – THE DISTRICT’S BOUNDARIES]

EXHIBIT H
SERVICE PLAN FOR WELTY RIDGE METROPOLITAN DISTRICT NO.2
Indemnification Letters

Part I - Developer Indemnity Letter

{date – on or after date of Service Plan approval}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: Welty Ridge Metropolitan District No.2

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Johnstown (the “Town”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for Welty Ridge Metropolitan District No.2 (the “District”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town’s approval of the District’s Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of the Developer or the District, or its agents, in connection with the District, including, without limitation, any actions or omissions of the Developer or District, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER _____
By: _____
Title: _____

Part II - District Indemnity Letter

{date – date of organizational meeting}

Town of Johnstown
223 1st Street
Johnstown, CO 80615

RE: Welty Ridge Metropolitan District No.2
To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by Welty Ridge Metropolitan District No.2 (the “District”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the District. The District, for and on behalf of themselves and its transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The District hereby waives and releases any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the District’s Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the District hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the District; or (c) any actions or omissions of Platte Land & Water, LLC (the “Developer”), or its agents, in connection with the formation and organization of the District, including, without limitation, any actions or omissions of the District or Developer, or their agents, in relation to any bonds or other financial obligations of the District or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the District nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the District, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the District.

Very truly yours,

WELTY RIDGE METROPOLITAN
DISTRICT NO.2

By: _____
President

Attest:

Secretary



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: August 21, 2023

SUBJECT: Water & Sewer Service Agreement – The Row Townhomes, with MNC Holdings, LLC.

ACTION PROPOSED: Approval of the Water & Sewer Service Agreement – The Row Townhomes, with MNC Holdings, LLC.

ATTACHMENTS: 1. Water & Sewer Service Agreement

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Developer, MNC Holdings, LLC., has requested approval of a Final Subdivision Plat and Final Development Plan for 32 attached residential town homes and associated common areas.

The annual in-building water demand is estimated at 9.28 acre-feet, with annual irrigation (Non-Potable) demand at 1.60 acre-feet. These numbers are provided by the Developer and reviewed and accepted by the Town’s contract water engineering firm.

The Developer will be allocated 9.28 acre-feet per year for potable in-building use and 1.60 acre-feet per year for non-potable irrigation use from the Gerrard Family Partnership, LLLP, and Thompson Ranch Development Company raw water credit.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	9.28	0.46
Landscape Irrigation	1.60	1.36
Total	10.88	1.82

Within 10 days of approval, dedications of sufficient water will be required.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

The Community That Cares

johnstown.colorado.gov

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

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement for The Row Townhomes, with MNC Holdings, LLC.

SUGGESTED MOTIONS:

For Approval

I move to approve the Water & Sewer Service Agreement for The Row Townhomes Subdivision.

For Denial

I move to deny the Water & Sewer Service Agreement for The Row Townhomes Subdivision.

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 _____, 2023, by and between **MNC HOLDINGS, 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 Lot 3, Block 1, 2534 Filing No. 2 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 32 townhomes with a total of .33 acre of spray-irrigated area, 0.25 acre of drip-irrigated area, and 0.14 acre of xeric-irrigated area to be known as The Row Townhomes at 2534 (“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. 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 May 31, 2023, 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	9.28	0.46
Landscape Irrigation (non-potable)	1.60	1.36
Total	10.88	1.82

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 9.28 acre-feet per year of potable water supply together with the corresponding sewer service and up to 1.60 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 as measured by the water meter at the Project.

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, or mailed postage prepaid, certified mail, return receipt requested, or mailed by reputable overnight mail courier for next business day delivery, or sent by electronic mail on the condition that the recipient acknowledges receipt thereof, as follows:

TO DEVELOPER:

Nicholas Anthony Campana
5100 Abbey Rd.
Fort Collins, CO 80526

TO THE TOWN:

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

WITH A COPY TO:

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@hillandrobbs.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 after receipt of notice from the non-defaulting Party (or, if such longer period is commercially reasonably needed, then if such cure is not commenced within 30-days’ after the receipt of such notice) 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 written 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 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 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 Parties and shall constitute notice of this Agreement to all persons or entities not parties hereto.

Signatures follow

EXHIBIT A

PROPERTY DESCRIPTION

Minor RE-Subdivision of Lot 3, Block 1, 2534 Filing No. 2

2023 Q2 Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2023 Q2 Financials – Attachments Included

Starting Balance:	\$ 26,619.13
Cash In:	\$ 7,463.12 (1) Monthly Quarterly Treasurer’s Report
Expenditures:	\$ 15,659.04 (2) Monthly Quarterly Treasurer’s Report
Ending Balance:	\$ 18,423.21

Strategic plan to revitalize the Town’s historic downtown.

1. We are continuing to work with Sarah to align the JDDA brand with the new brand created by Kristen and her Team!

Events

1. Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.
 - a. Cinco de Mayo turned out great again. We had a lot of vendor participation and people really liked that it was on a Saturday vs a Sunday.

Upcoming Events for 2023:

1. We have locked in the same 4 events as previous years.
 - a. Fall Fest will be on September 16th from 1-5pm.
 - b. Trick or Treat Street will be on October 28th from 10am-1pm.
 - c. Johnstown Jingle will be on December 3rd from 2-5pm.

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are now delivering more than 60 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.
2. We are continuing to gain membership and we are putting more efforts and energies towards networking events as well as workshops. Both are things that our members are wanting and asking for!

3. We created a sub committee called the HOA Community Outreach Committee and that smaller group of JDDA Members are working with some of the individual neighborhoods/HOA's to build relationships. We hope to offer smaller neighborhood events that are more specific to individual neighborhoods with a goal of letting those folks know that we exist and that we are located downtown and have things to offer our community members!
4. As stated above, we are really working hard with our marketing to brand the JDDA to represent the New Downtown Branding as well as getting the word out there more that we have a great downtown with things to offer the community! In addition, we always want to be promoting our members!

Community Give Back/Involvement

1. We are continuing to work with RHS's work based learning program and have a couple of interns helping us with our Social Media.

Social Media/Website

1. MaLeah Calderone is still working with us as an intern through the work based learning program at RHS and this summer we now have Alexa Tovar.
2. Flourish has changed their business model and their prices have increased significantly so we are currently in the process of finding another firm to represent us through social media.

Downtown Businesses Update –

New businesses/relocated businesses in Downtown Johnstown:

1. Renovations at Fitness Avenue and new ownership of J-Town Nutrition
2. Precision Family Eye Care moved to a newly renovated building and joined the JDDA
3. New Smoke Shop
4. New Massage Place, Attitude Adjustment

Businesses that have closed/moved out of Downtown Johnstown:

1. Johnstown Clothing and Embroidery

Employment opportunities available:

JDDA Members

JDDA Members:

1. We currently have 71 members for 2023

Member Pricing:

1. \$125 Downtown Members – Brick and Mortar Businesses located in our JDDA Boundaries
2. \$250 Community Partners – Businesses outside the JDDA Boundaries with a vested interest in Downtown Johnstown
3. \$65 Non-Profit Members – Must submit a 501-C3

Member Benefits:

1. Business listing on our website VisitDowntownJohnstown.com
2. Opportunity to include information in the Community Welcome Bags
3. Social Media Networking and Marketing each month
4. Event Discounts for the JDDA Hosted Downtown Events and
5. Workshop Benefits
6. Group Marketing Opportunities
7. Sponsorship opportunities

JDDA Board Position:

1. Our board members will all be able to rerun for board positions in September with voting taking place in October. We have also opened this up to all JDDA Members to run for a Board position!

What the Members want from the JDDA

These are things that the business owners shared with us that they would like to see!

1. Community/common goals/events
2. Networking events?
3. Learning platform/classes (info on social media)/business topics
4. Entertainment District
5. JDDA Home show (10 businesses?)

Johnstown Downtown Development Association

Item #14.

Statement of Financial Position

As of June 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BBQ Days acct 8128	62,585.38
General Fund	18,174.11
Petty Cash	249.10
Total Bank Accounts	\$81,008.59
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$81,008.59
TOTAL ASSETS	\$81,008.59
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
BBQ Days holding account	40,365.54
Total Other Current Liabilities	\$40,365.54
Total Current Liabilities	\$40,365.54
Total Liabilities	\$40,365.54
Equity	
Retained Earnings	44,564.48
Net Revenue	-3,921.43
Total Equity	\$40,643.05
TOTAL LIABILITIES AND EQUITY	\$81,008.59

Johnstown Downtown Development Association

Item #14.

Statement of Activity

April - June, 2023

	TOTAL
Revenue	\$7,463.12
GROSS PROFIT	\$7,463.12
Expenditures	
Advertising	1,485.98
Bad Debt Expense	125.00
Bank Charges	74.97
Event Expenses	8,037.70
Insurance	3,621.00
Legal, Accounting and Professional	900.00
Licenses, Fees and Filing Fees	10.00
Office Supplies	47.68
QuickBooks Payments Fees	1.99
Rent	165.00
Square Fees	75.82
Uncategorized Expense	0.06
Workshop Expenses	500.00
Total Expenditures	\$15,045.20
NET OPERATING REVENUE	\$ -7,582.08
NET REVENUE	\$ -7,582.08

June 20, 2023

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order by Jenna Hall at 5:07 pm. Chad Young, Corina Strickland, Sheryl Ballard and Director Kristi Plumb were also in attendance. Debi Sauer was absent.

The May 2023 minutes were approved. The financial report for May was reviewed and approved as follows:

May beginning balance	\$ 51,042.07	Petty Cash beginning balance	\$ 2,935.01
Inflow	679,603.44		-0-
Outflow	17,363.23		-0-
Ending balance	\$ 713,282.28		\$ 2,935.01

CO Trust: \$ 6,771,726.06

Director’s Report:

Artist-in-Residence is Jason Hatch with his extensive Coleman Collection-vintage lanterns, lamps, coolers-so cool!

Summer Reading Program: “All Together Now” has 1667 patrons registered so far! The Petting Zoo and Kick Off Party were each attended by 350 patrons.

Milliken: Total Facility Care Janitors started service on June 20th and will invoice the Library. Millhaus Coffee is most grateful and will continue to stock supplies. Because of inappropriate behavior (by both dogs AND owners), dogs will no longer be allowed in the building.

Programming: Daddy and Me Painting Class was SO SUCCESSFUL...waiting list...need to explore expansion possibilities-more seating, bump out area, more sessions?

Outreach: On June 21st, PRE’s Summer Enrichment School will be ‘taken over’ by Library Staff! Ashley and Cherise will be Mini-Making in the morning and Delka and Monica will be Tween Timing in the afternoon. Book boxes were also compiled and given to seven teachers for their temporary classrooms.

Landscaping: Debi and Kristi met with Robbie Pike and Thomas Maeda of Environmental Landscapes on June 1st to discuss the lack of progress on the project. As a result, progress has improved tremendously!

Staff: Rachael Lanning has accepted the Art teacher position at Milliken Middle School and will be leaving July 13th. Rachael’s duties will be consumed by current staff, as well as additional staff recruited by Kristi.

Food Pantry collection – 154 pounds

Retired Flags collection – 21

Continuing to ‘be intentional with spending money’-we will begin earnest discussion next month on sculpture ideas for the entrance.

Meeting moved outside to survey the landscaping project and was adjourned at 6:30 pm. Next meeting will be July 18, 2023.

May statistics: Johnstown—door count: 6848	circulation: 8273
Milliken—door count: 491	circulation: 569

Respectfully submitted, Sheryl Ballard, Secretary

JONES MEMORIAL LIBRARY CASH FLOW REPORT - JUNE 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 713,282.28	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 2,025.00	\$ 3,500.00		
	Interest	\$ 313.92	\$ 164,204.97	\$ 75,000.00		
	Misc Income	\$ 124.07	\$ 8,466.83	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 616,826.34	\$ 1,243,246.00		
	High Plains Library District	\$ 72,191.56	\$ 751,660.08	\$ 811,068.00		
INFLOWS TOTAL		\$ 176,415.98	\$ 1,543,183.22	\$ -		
TOTAL AVAILABLE FUNDS		\$ 889,698.26		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ -	\$ 6,886.00	\$ 22,000.00		
	Books -237	\$ 3,241.72	\$ 19,453.30	\$ 50,000.00	1408	
	DVD/Audio - 27	\$ 783.73	\$ 3,230.84	\$ 15,000.00	116	
	Library of Things	\$ 287.59	\$ 878.22	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ 1,704.35	\$ 1,854.91	\$ 40,000.00		
	MakerSpace	\$ -	\$ 1,894.70	\$ 20,000.00		
	Gifts Given	\$ 322.00	\$ 1,003.74	\$ 2,500.00		
	<i>Investments</i>	\$ 600,000.00	\$ 900,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 5,167.32	\$ 21,527.00	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 83.88	\$ 2,500.00		
	Milliken Location	\$ 27.27	\$ 4,614.37	\$ 20,000.00		
	Outreach	\$ -	\$ 640.23	\$ 10,000.00		
	Professional Enrichment	\$ 466.28	\$ 723.64	\$ 5,000.00		
	Programming	\$ 5,987.99	\$ 17,389.18	\$ 190,000.00		
	MakerSpace	\$ 784.43	\$ 3,153.83	\$ 10,000.00		
	Salaries/Compensation	\$ 48.41	\$ 106,137.91	\$ 605,000.00		
	Health Ins./Retirement	\$ -	\$ 16,370.42	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 847.17	\$ 1,138.22	\$ 5,000.00		
	Supplies, Janitorial	\$ -	\$ 582.25	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 486.71	\$ 2,984.83	\$ 12,000.00		
	Telephone	\$ 611.22	\$ 3,339.82	\$ 10,000.00		
	Utilities	\$ 2,361.39	\$ 22,510.62	\$ 40,000.00		
	Capital Improvement	\$ 105,947.01	\$ 105,947.01	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 729,074.59	\$ 1,244,844.92	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 160,623.97				

Item #14.

						Notes
BEGINNING PETTY CASH BALANCE	\$	2,935.01				Item #14.
Transfer from regular ckg.	\$	-				
ENDING PETTY CASH BALANCE	\$	2,935.01				
COLORADO TRUST INVESTMENT			Y-T-D			
BEGINNING BALANCE	\$	6,771,726.06				
Dividend -5.2246%	\$	31,289.92	\$	163,049.35		
Contribution	\$	600,000.00				
Withdrawal	\$	-				
ENDING BALANCE	\$	7,403,015.98				



Town of Johnstown

Building Permit Statistics JULY 2023

Single Family Residential		Commercial	
Current Month: 74	Issued ytd: 195	*New Building Issued ytd	9

Duplex	3-plex	4-plex	5-plex	6-plex	Apartment Bldgs	3
1	9	4	2			

Other Residential		Other Commercial	
(basements/alterations/additions)		* (tenant finish/alterations/additions)	
Issued ytd	295	Issued ytd	33

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$71,444,406)	(\$71,631,511)
Building permit fees	\$670,463	\$337,316
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$975,502	\$221,359
Water Meter	\$98,025	\$10,594
Water Tap	\$1,287,179	\$298,449
Sewer Tap	\$1,242,018	\$88,403
Regional Sewer Development fees	\$901,500	\$275,500
Sewer Inspection Fee	\$21,400	\$3,500
Park	\$104,000	\$4,000
Use Tax	\$1,176,215	\$776,787
Larimer Use Tax	\$91,399	\$47,513
Open Space Impact Fee	\$256,163	\$282,240
Library Impact Fee	\$246,338	\$271,404
Public Facilities Impact Fee	\$340,964	\$538,237
Police Facilities Impact Fee	\$155,168	\$270,573
Transportation Facilities Impact Fee	\$593,891	\$1,397,774
402 Interchange Fee	\$33,960	\$9,805
High Plains Blvd Reimbursement Fee	\$140,185	\$0
School District Fee	(\$105,698)	N/A
TOTAL FEES (YTD)	\$8,334,370	\$4,833,454

The Community That Cares

www.TownofJohnstown.com

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

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex						
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	221	31.57
1998	175	14.58				
1999	145	12.08		TOTAL	5878	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

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