



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 07, 2022 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.](#) Veteran's Day Proclamation
- [2.](#) Presentation on the State Highway 60 Feasibility Study - Johnny Olson, JWO Engineering

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.

- [3.](#) October 17, 2022 Minutes
- [4.](#) Subdivision Development and Improvement Agreement - Johnstown Farms Filing No. 2, with Post Modern Development
- [5.](#) First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority of the Town of Johnstown
- [6.](#) Intergovernmental Agreement Between the State of Colorado and Town of Johnstown
- [7.](#) October 2022 List of Bills

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

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OLD BUSINESS

- [9.](#) High Plains Boulevard Construction Time Extension Request

PUBLIC HEARING

- [10.](#) Resolution 2022-44 Approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan
- [11.](#) Public Hearing - 2023 Proposed Budget

NEW BUSINESS

- [12.](#) Water & Sewer Agreement for Thompson Ridge Estates, with R&M Holdings, LLC
- [13.](#) Subdivision Development & Improvement Agreement Between the Town of Johnstown and R&M Holdings, LLC for Thompson Ridge Estates
- [14.](#) Application Requesting A Fractional Water Share Sale for 27 N. Parish Avenue
- [15.](#) Water Sewer Service Agreement - 27 Parish Investments, LLC

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

- [16.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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



Town of Johnstown

Proclamation

VETERAN'S DAY

November 11, 2022

WHEREAS, in 1954, President Dwight D. Eisenhower signed the first Veteran's Day Proclamation calling on the citizens of the United States to "pay appropriate homage to the veterans of all its wars who have contributed so much to the preservation of this Nation;" and

WHEREAS, as our Nation has fought and continues to fight battles around the world, the words of the first proclamation still ring true: "let us solemnly remember the sacrifices of all those who fought so valiantly, on the seas, in the air, and on foreign shores, to preserve our heritage of freedom, and let us reconsecrate ourselves to the task of promoting and enduring peace so that their efforts shall not have been in vain;" and

WHEREAS, as citizens of this great Nation, we remember with grateful hearts those men and women who served in the United States Armed Forces with distinction and valor as sailors, soldiers, airmen and marines and offer our sincere prayers for the safety of those who continue to defend the principles on which our country was founded; and

WHEREAS, the Town of Johnstown is proud to recognize our Nation's Veterans and extend the appreciation of our citizens to those who wear the uniforms of the United States Armed Forces and serve on the front lines preserving freedom and liberty.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, THAT I, Troy Mellon, on behalf of the Town Council of the Town of Johnstown, hereby:

PROCLAIM November 11, 2022, as VETERANS DAY in the Town of Johnstown; and

ENCOURAGE all citizens of the Town of Johnstown to observe and appreciate the sacrifices and contributions of veterans who have fought for peace and the defense of democracy in the United States and abroad.

PROCLAIMED this 7th day of November, 2022.

By: _____
Troy Mellon, Mayor Pro Tem

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State Highway 60

System Feasibility Study

Town Council Meeting
November 7, 2022



Johnstown
Colorado

Consultant Presenters

Johnny Olson, PE

JWO – Project Principal

John Sabo, PE

Benesch – Senior Project Manager

Matt Salek, PE

Benesch – Project Manager

Johnstown Staff

Matt LeCerf

Town Manager

Troy White

Public Works Director

System Feasibility Study Overview

- Study to identify the ideal number of lanes, lane configuration, and intersection control for the SH 60 corridor from I-25 to WCR 19 for the Year 2045
- Provide Johnstown and CDOT with a strategy to prepare future improvements for increased traffic flow along SH 60 from numerous developments and projected growth of the North Front Range
- Confirms recommendations from the SH 60 Environmental Overview Study (EOS)

Study Process

Data Gathering

Obtained Town development plans/traffic studies and existing traffic counts

Traffic Projections

Estimated new vehicle trips along SH 60 by the Year 2045

Traffic Analysis

Created software models of existing, minimal-build, and full alternatives to compare

Feedback

Present a summary of findings to Town Council and CDOT for feedback

System Feasibility Report

Traffic Projection

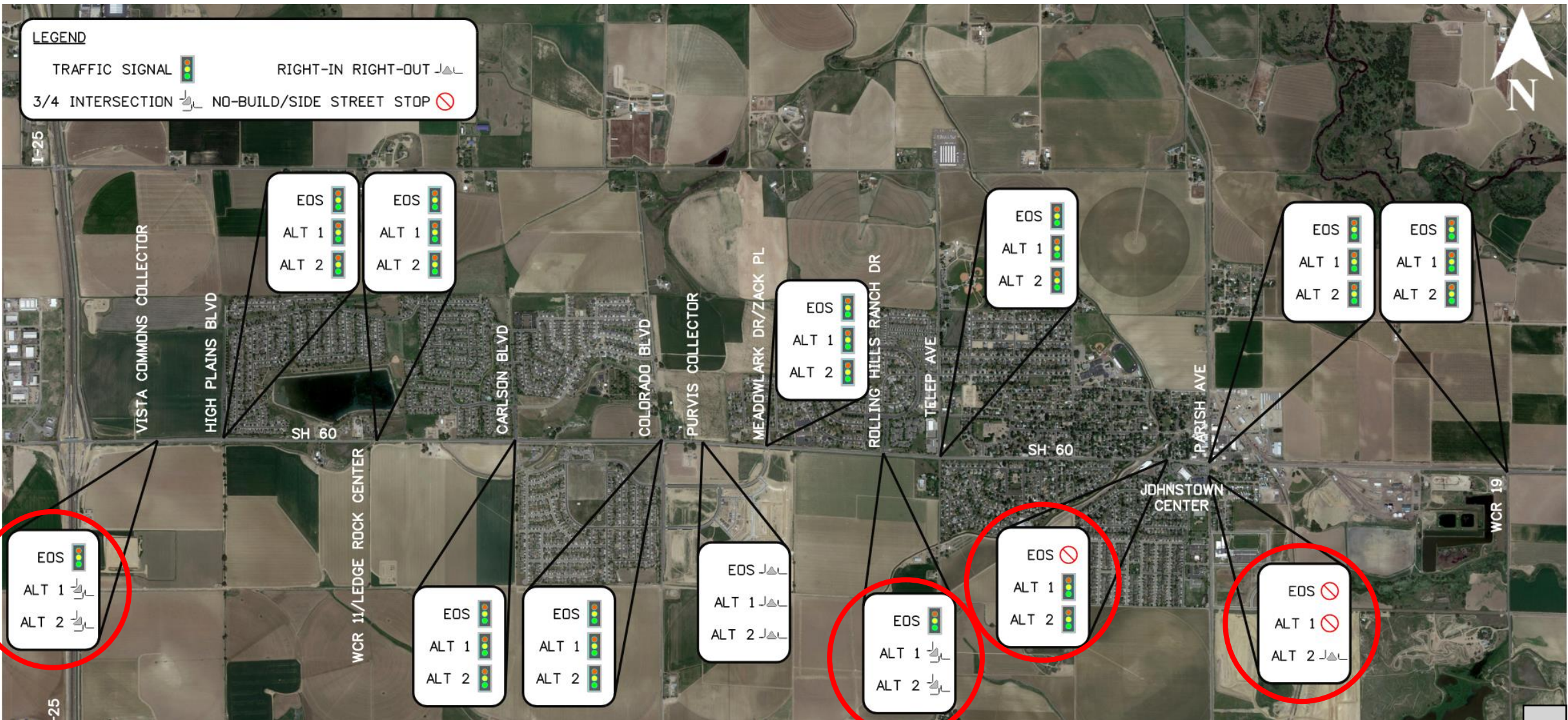
- Projected traffic along SH 60 to the Year 2045 using traffic studies from proposed developments
- All older traffic studies updated to reflect ITE Trip Generation 11th Edition
- Assumed all roads within developments are built and access SH 60 as proposed
 - Includes an expanded High Plains Blvd corridor
- Approximately 7,000 housing units, 1,950,000 sf of retail, and 750,000 sf of office space, and 800,000 sf of industrial space

Segment	Peak Hour Volume (Vehicles)		Growth
	2022	2045	
I-25 to High Plains Blvd	1092	5561	409%
High Plains Blvd to Colorado Blvd	1069	3303	209%
Colorado Blvd to Telep Ave	1130	2454	117%
Telep Ave to Parish Ave	1298	2102	62%
Parish Ave to WCR 19	1199	1447	21%

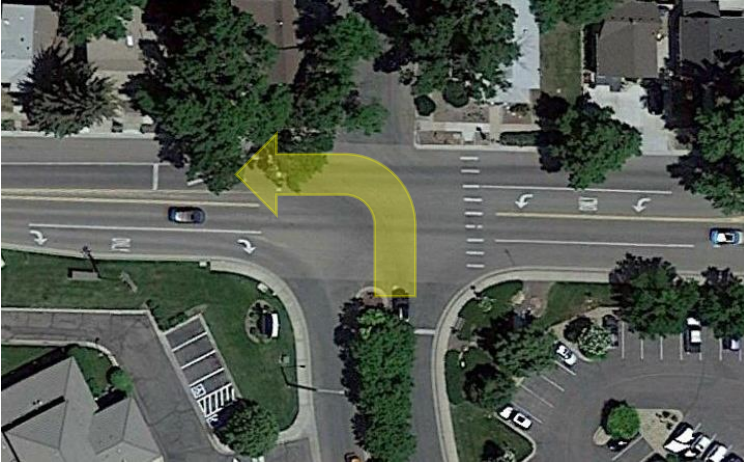
Scenarios

- EOS Recommended model (base proposed model)
 - I-25 to Telep Ave – 4 Lanes Divided
 - Telep Ave to Great Western Railroad – 3 Lanes with Two Way Left Turn Lane
 - Great Western Railroad to Weld County Road 19 – 2 Lanes with Continuous Eastbound Acceleration/Deceleration Auxiliary Lane
 - Used recommended side street geometry and turning/auxiliary lanes from various traffic studies
 - Traffic signals added at Vista Commons collector street, High Plains Blvd, Ledge Rock Center collector street, Carlson Blvd, Zack Pl, and WCR 19
- Alternative 1 – Same as EOS model with $\frac{3}{4}$ intersections at Vista Commons collector street and Rolling Hills Ranch Dr and a traffic signal at Johnstown Center Dr
- Alternative 2 – Same as Alternative 1 with a Right-In Right-Out at the east entrance of Johnstown Center (directly south of the McDonalds)

Alternatives – Intersection Changes from EOS



Alternatives – Intersection Changes from EOS



**Johnstown Center Drive
Traffic Signal**

- Left turning movement exceeds Level of Service D
- Crosswalk usage already high enough to implement a Rapid Flashing Beacon
- Increase safety for all turning movements and pedestrians



**Vista Commons Collector
Rolling Hills Ranch Dr.
3/4 Access**

- Eliminates conflict points caused by left turns from minor to major road
- Low volume left turn movement onto major road exceeds Level of Service D



**Johnstown Center at Parish Ave
Right-In Right-Out (RIRO)**

- Prevents vehicles from crossing double yellow and blocking Parish Ave northbound left turn lane
- Reduces traffic volume for Parish Ave northbound movements

Corridor Travel Times

- Travel times recorded from simulations of SH 60 traffic from I-25 northbound ramps to approximately 500 feet east of WCR 19
- Current Travel Time = ~8 minutes
- Future with Minimal Improvements = ~31 minutes
- Future with EOS or Alternative Improvements = 10-11 minutes

Volume	Scenario	Travel Time (sec)			
		Eastbound AM	Westbound AM	Eastbound PM	Westbound PM
Existing (2022)	Existing Geometry	422	476	453	487
Future (2045)	Minimal Improvements	1155	1881	1497	1616
	EOS	552	660	651	639
	Alternative 1	566	634	659	639
	Alternative 2	573	633	665	649

Final Recommendation

- JWO & Benesch recommend the Town of Johnstown implement Alternative 2
- Alternative 2 provides:
 - Acceptable arterial levels of service along the SH 60 corridor from I-25 to WCR 19
 - Acceptable levels of service for all intersections, including all approaches
 - Least amount of conflict points at minor intersections
- $\frac{3}{4}$ Intersection at Vista Commons Collector and Rolling Hills Ranch
- Right-In Right-Out implemented at Johnstown Center entrance off Parish Ave

SH 60 Corridor Conceptual Flyover

Item #2.



Colorado Blvd

Improvements budgeted for 2023



Questions?





Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, October 17, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

Present:

Mayor Lebsack
Councilmember Dominguez
Councilmember Molinar
Councilmember Morris
Councilmember Young

Absent:

Councilmember Berg
Councilmember Mellon

AGENDA APPROVAL

Councilmember Molinar moved, with Councilmember Young seconding, to approve the agenda.

The motion passed.

SPECIAL PRESENTATIONS

There were no special presentations.

PUBLIC COMMENT

Bill Stevens spoke to metro districts.

CONSENT AGENDA

1. October 3, 2022 Town Council Meeting Minutes.
2. Town of Johnstown and Prosecuting Attorney Agreement with Avi Rocklin
3. September 2022 Financial Statements

Councilmember Young moved to accept the consent agenda.

Councilmember Morris seconded.

The motion was approved unanimously.

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TOWN MANAGER REPORT

4. Town Manager's Report

Matt LeCerf provided this report and noted items in the informational section of the packet regarding the Ledge Rock development.

TOWN ATTORNEY REPORT

The Town Attorney did not have a report.

OLD BUSINESS

There was no old business to discuss.

NEW BUSINESS

5. High Plains Boulevard Construction Time Extension Request

Mr. LeCerf noted it was a requirement of the original agreement Filing No. 12 and due to several issues it does not look like that deadline will be met. Staff requested these extension be approved.

Council sought clarification on the penalty on not meeting the deadline, which staff responded would be no issuance of additional building permits. Further discussion centered around the cause of the delays.

Councilmember Dominguez moved to deny the request for a time extension and direct the Town Manager to enforce the terms of the Filing No. 12 agreement inclusive of stoppage of all building permits.

The motion failed 3-2.

Councilmember Dominguez moved to table this item until November 7, 2022.

Councilmember Morris seconded.

The motion passed.

PUBLIC HEARING

6. Resolution 2022-40: Preliminary/Final Subdivision Plat for Johnstown Farms Filing No. 2

Mayor Lebsack opened the public hearing.

Kim Meyer noted this property was annexed in 2002 and zoning PUD-R. The proposed lots would allow real estate transactions and the Town to access right of ways and easements. The large tracts permit a wide range of future development options, with current proposals.

Planning Commission did not have any concerns on this subdivision.

Mayor Lebsack opened the public hearing for comment for residents wishing to speak in favor of the item, to which there was none.

Mayor Lebsack opened the public hearing for comments opposed.

Shawn York spoke in opposition of this item.

Councilmember Molinar moved for the approval of Resolution 2022-40.

Councilmember Young seconded and the motion passed.

7. Second Amended and Restated Escrow Agreement

Mr. LeCerf stated this amendment is being requested due to the nature of the current bond market.

Councilmember Young moved to approve the Second Amendment and Restated Escrow Agreement and authorize the Mayor or Town Manager to execute the agreements as necessary to expedite the project objectives.

Councilmember Morris seconded, and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Dominguez spoke to Civic Day and the students ideas that were presented.

Councilmember Morris noted road improvements.

Councilmember Young spoke to the upcoming Cemetery Crawl put on by the Historical Society.

MAYOR'S COMMENTS

Mayor Lebsack noted October 24th is a work session for Council and spoke to Civics Day.

INFORMATIONAL ITEMS

8. Informational items.

ADJOURN

Mayor Lebsack adjourned the October 17, 2022 Regular Town Council Meeting at 7:50 pm.

Gary Lebsack, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 7, 2022

SUBJECT: Subdivision Development and Improvement Agreement – Johnstown Farms, Filing No. 2, with Post Modern Development

ATTACHMENTS: 1. Subdivision Development and Improvement Agreement with Exhibits

PRESENTED BY: Kim Meyer, Planning and Development Director

ITEM DESCRIPTION:

Post Modern Development, LLC, received approval of a subdivision plat for three large tracts in the Johnstown Farms Filing 2 Subdivision, at the October 17, 2022, Council meeting.

The proposed agreement is based on the Town’s master template and creates notice for future development of the land within this subdivision, which is not yet defined in scope, and is likely to incur more specific development obligations once development plans are proposed. This agreement covers a broad base of potential future obligations by a developer, and is similar to other agreements the Town has entered into where specific development plans are not yet known.

LEGAL ADVICE: The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE : N/A

RECOMMENDED ACTION: Approve the Subdivision Development and Improvement Agreement for Johnstown Farms, Filing No. 2, Post Modern Development, LLC

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

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**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Johnstown Farms, Filing No. 2)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **Post Modern Development, LLC**, a Colorado limited liability company (“Developer”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Johnstown Farms, Filing No. 2 (“Development”); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2022-____, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

1.11 **“Private Improvements”** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements

including, but not limited to, stormwater improvements, landscaping, irrigation, fencing, entry signs, parks, open space, trails and postal service boxes.

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

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

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

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

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

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

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

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or

liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town.

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

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

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

2.2 *Construction of Public Improvements*

a. Upon satisfaction of the conditions set forth in Paragraph 2.1 and the notice requirement set forth below, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations; provided that in the event of any conflict between the foregoing, the Civil Engineering Construction Plans shall control. All Public Improvements shall be installed and

constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be materials set forth on the Town's approved material list. Workmanship and materials shall be of good quality.

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 600-foot radius of the construction limits indicated on the Civil Engineering Construction Plans of the planned commencement date for construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 **Construction Schedule:** Developer shall construct the Public Improvements in accordance with the schedule of public improvements set forth on **Exhibit C**, attached hereto and incorporated herein by reference ("Schedule of Public Improvements"). Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

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

2.5 **Inspection:** At all times during construction of the Public Improvements within the then-current phase of construction, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must materially conform to the Civil Engineering Construction Plans. Any material or work not materially conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense to such extent as is necessary to make such material or work materially and substantially conform to the Civil Engineering Construction Plans, as reasonably determined by the Town.

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

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit substantially in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer's professional engineer, licensed in the

State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.;

3. Private Improvements

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

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

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient

surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to yard improvements, which are anticipated to be installed by homeowners.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements have been completed in accordance with the Approved Plans, Developer shall be entitled to a Notice of Construction Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the Subdivision Improvements have not been completed in conformance with the Approved Plans, the Town, in coordination with Developer, shall prepare a punch list of all Subdivision Improvements that are not in material or substantial compliance with the Approved Plans, subject to any changes that have been approved by the Town.

After curing the defects and matters set forth on the punch list, Developer shall provide documentation evidencing the same and the Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are materially and substantially in conformance with the Approved Plans, then Developer shall be entitled to the issuance of a Notice of Construction Acceptance for the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

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

5.3 ***Delivery of Notice of Construction Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2 for the Development or any approved phase of the Development, the Town shall provide written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements located within such phase to Developer. At its reasonable discretion, the Town may issue a written Notice of Construction Acceptance of the Public Improvements and written approval of the Private Improvements prior to completion of all the Subdivision Improvements as long as the Performance Guarantee remains in effect for such uncompleted Subdivision Improvements.

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

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

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer and thereafter null and void, and the Town shall thereafter maintain, repair, and replace the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Weld County Clerk and Recorder.

5.6 ***Homeowners Association or Metropolitan District:*** Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development or shall delegate covenant enforcement and design review services to a metropolitan district. If a homeowners' association is created, Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the Weld County Clerk and Recorder and the homeowners' association shall thereafter be deemed to be established.

5.7 ***Dedication and Maintenance of Subdivision Improvements:*** Unless otherwise agreed by the Town and Developer: (1) the Public Improvements shall be owned, operated and maintained by the Town; (2) the Private Improvements shall be owned, operated and maintained by the Developer, the homeowner's association or a metropolitan district; and (3) the Dry Utilities shall be owned, operated and maintained, as appropriate and otherwise authorized, by the Developer, the homeowner's association, a metropolitan or special district or the appropriate public utility company.

WATER AND SEWER SERVICE

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

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

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

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

BUILDING PERMITS

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

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as reasonably determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

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

7.4 Notwithstanding anything to the contrary contained in this Agreement, if the conditions described in Section 7.1 are satisfied and/or complete and the Developer is not in default of the terms of this Agreement, then the Town agrees to issue building permits, subject to standard

review and approval, for any lot within a phase of the Development that has received a Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements.

OPERATION STANDARDS

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

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

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

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

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

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

DEVELOPMENT STANDARDS

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

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

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

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

9.5 Developer shall take all necessary steps to prevent its construction activities from violating applicable federal and state laws applicable to water quality, water bodies and wetlands. All drainage and holding ponds shall be kept substantially free of standing water by whatever commercially reasonable means including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 **Insurance:** Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and

expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insured on such liability policies. Whenever requested by the Town, but not more than once per six (6) month period, Developer agrees to submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

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

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

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

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

DEFAULTS AND REMEDIES

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

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

11.3 Should Developer default beyond any applicable notice and cure period in any material obligation under this Agreement, the Town may, at its discretion, cure such default at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

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

MISCELLANEOUS

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

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

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

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

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

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

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

TO DEVELOPER:**POST MODERN DEVELOPMENT, LLC**

Attention: Joseph Padilla
 144 North Mason Street, Suite 4
 Fort Collins, CO 80524
 Email: jd@postmoderndevelopment.com

TO TOWN:**TOWN OF JOHNSTOWN**

Attention: TOWN MANAGER
 450 South Parish Avenue
 P. O. Box 609
 Johnstown, CO 80534
 Email: MLeCerf@JohnstownCO.gov

13.8 ***Costs and Attorney Fees.*** If any judicial proceedings may hereafter be brought related to this Agreement, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

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

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

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

13.12 ***No Presumption.*** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

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

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

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

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 7th day of October, 2022.

POST MODERN DEVELOPMENT, LLC

By: [Signature]

Name: J.P. Padilla

Title: Mgt Member

STATE OF COLORADO)

) ss.

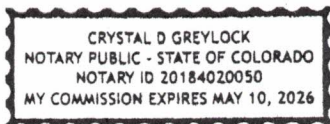
COUNTY OF Larimer)

SUBSCRIBED AND SWORN to before me this 7th day of October, 2022, by J.P. Padilla, as the Managing Member of Post Modern Development, LLC.

WITNESS my hand and official seal.

My commission expires:

May 10, 2026



[Signature]
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Johnstown Farms, Filing No. 2)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A:	Legal Description of the Property
EXHIBIT B-1:	Copy of Final Plat
EXHIBIT B-2:	Town Resolution Approving Development
EXHIBIT B-3:	Additional Terms, Conditions or Provisions
EXHIBIT C:	Schedule of Public Improvements
EXHIBIT D:	Irrevocable Letter of Credit Form

EXHIBIT A

**LEGAL DESCRIPTION
(Property)**

Exhibit A

Legal Description

A portion of the Southwest Quarter of Section 9, Township 4 North, Range 67 West of the Sixth Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

Beginning at the West Quarter corner of said Section 9, whence the Center Quarter corner of said Section 9, bears South 89°24'30" East, a distance of 2711.57 feet, all bearings hereon are referenced to this line;

thence along the North line of the Southwest Quarter of said Section 9, South 89°24'30" East, a distance of 1400.63 feet to the westerly line of Johnstown Farms Filing No. 3 recorded at Reception No. 4568150, in the records of the Clerk and Recorder of said county;

thence along said westerly line the following twenty-two (22) courses:

1. South 00°35'30" West, a distance of 243.05 feet;
2. South 17°05'56" East, a distance of 312.42 feet;
3. South 08°16'54" West, a distance of 101.30 feet;
4. South 73°48'68" West, a distance of 301.18 feet;
5. South 38°14'03" West, a distance of 293.89 feet;
6. South 18°23'04" East, a distance of 163.95 feet;
7. South 22°16'35" West, a distance of 165.82 feet;
8. South 34°51'09" East, a distance of 193.10 feet;
9. South 39°39'32" West, a distance of 314.41 feet;
10. North 86°13'22" East, a distance of 210.38 feet;
11. South 29°49'13" East, a distance of 160.73 feet;
12. South 00°51'36" East, a distance of 178.22 feet;
13. South 48°25'30" West, a distance of 98.93 feet;
14. North 90°00'00" West, a distance of 75.86 feet;
15. North 59°40'57" West, a distance of 166.01 feet;

16. South 68°44'13" West, a distance of 104.57 feet;
17. South 34°32'15" East, a distance of 252.50 feet;
18. South 00°00'00" East, a distance of 84.23 feet;
19. South 38°13'50" West, a distance of 97.60 feet;
20. South 61°02'08" East, a distance of 96.44 feet;
21. South 46°04'50" East, a distance of 124.78 feet;
22. South 62°56'25" East, a distance of 71.96 feet to the West Right-of-way line of the Great Western Railroad as excepted in Book 221 at Page 72 in said records;

thence along said West Right-of-way line, South 36°08'54" West, a distance of 101.74 feet to the Southline of the Southwest Quarter of said Section 9; thence along said South line, North 89°11'03" West, a distance of 1014.97 feet to the West line of said Southwest Quarter; thence along the West line of said Southwest Quarter, North 00°52'28" West, a distance of 2613.54 feet to the Point of Beginning. Said described property contains 67.253 acres.

EXHIBIT B-1
PLAT
(SEE ATTACHED)

JOHNSTOWN FARMS FILING NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Item #4.

DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS THAT POST MODERN DEVELOPMENT, LLC a Colorado limited liability company, being the sole owner(s) in fee of:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 9, WHENCE THE CENTER QUARTER CORNER OF SAID SECTION 9, BEARS SOUTH 89°24'30" EAST, A DISTANCE OF 2711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE:

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°24'30" EAST, A DISTANCE OF 1400.63 FEET TO THE WESTERLY LINE OF JOHNSTOWN FARMS FILING NO. 3 RECORDED AT RECEPTION NO. 4568150, IN THE RECORDS OF THE CLERK AND RECORDER OF SAID COUNTY;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWENTY-TWO (22) COURSES:

1. SOUTH 00°35'30" WEST, A DISTANCE OF 243.05 FEET;
2. SOUTH 7°05'56" EAST, A DISTANCE OF 312.42 FEET;
3. SOUTH 08°16'54" WEST, A DISTANCE OF 101.30 FEET;
4. SOUTH 73°48'58" WEST, A DISTANCE OF 301.18 FEET;
5. SOUTH 38°14'03" WEST, A DISTANCE OF 293.89 FEET;
6. SOUTH 18°23'04" EAST, A DISTANCE OF 163.95 FEET;
7. SOUTH 22°16'55" WEST, A DISTANCE OF 164.82 FEET;
8. SOUTH 34°51'09" EAST, A DISTANCE OF 193.10 FEET (SEE NOTE 13);
9. SOUTH 39°39'32" WEST, A DISTANCE OF 314.41 FEET;
10. NORTH 86°13'22" EAST, A DISTANCE OF 210.38 FEET;
11. SOUTH 29°49'13" EAST, A DISTANCE OF 160.73 FEET;
12. SOUTH 00°51'36" EAST, A DISTANCE OF 178.22 FEET;
13. SOUTH 48°25'30" WEST, A DISTANCE OF 98.93 FEET;
14. NORTH 09°00'00" WEST, A DISTANCE OF 75.86 FEET;
15. NORTH 59°40'57" WEST, A DISTANCE OF 166.01 FEET;
16. SOUTH 68°44'13" WEST, A DISTANCE OF 104.57 FEET;
17. SOUTH 34°32'15" EAST, A DISTANCE OF 252.50 FEET;
18. SOUTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;
19. SOUTH 38°13'50" WEST, A DISTANCE OF 97.60 FEET;
20. SOUTH 61°02'08" EAST, A DISTANCE OF 96.44 FEET;
21. SOUTH 46°04'50" EAST, A DISTANCE OF 124.78 FEET;
22. SOUTH 62°56'25" EAST, A DISTANCE OF 71.96 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE GREAT WESTERN RAILROAD AS EXCEPTED IN BOOK 221 AT PAGE 72 IN SAID RECORDS;

THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 36°08'54" WEST, A DISTANCE OF 101.74 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1014.97 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 00°52'28" WEST, A DISTANCE OF 2613.54 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:

SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF:
AZTEC CONSULTANTS INC.

Said described parcel of land contains 2,699,261 square feet, or 61.966 acres, more or less (+).

shown on the attached map as embraced within the heavy exterior lines thereon, has (have) subdivided the same into Lots, Blocks, and Outlots, as shown on the attached map; and does (do) hereby set aside said portion or tract of land and designate the same JOHNSTOWN FARM FILING NO. 2, and does (do) dedicate to the public, the streets and all easements over and across said lots at locations shown on said map; and does (do) further certify that the width of said streets, dimensions of the lots and blocks (or building envelopes) and the names and numbers thereof are correctly designated upon said map.

Owner: Post Modern Development, LLC

By: _____
JD Padilla

STATE OF COLORADO)
) ss
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by JD Padilla as _____ of Post Modern Development, LLC.

WITNESS my Hand and Official Seal.

Notary Public

My commission expires: _____

TOWN COUNCIL:

This Plat, to be known as JOHNSTOWN FARM FILING NO. 2, is approved and accepted by the Town of Johnstown, by Resolution Number _____.

Passed and adopted on Final Reading at a regular meeting of the Town Council of the Town of Johnstown, Colorado held on the _____ day of _____, 2022.

By: _____ ATTEST: _____
Gary Lebsack, Mayor Hannah Hill, Town Clerk

SURVEYOR NOTES:

1. The lineal unit of measurement for this survey is U. S. Survey Feet.
2. The Basis of Bearings is the West quarter-section line, bearing South 88°59'45" East (an assumed bearing), and monumented as shown on drawing.
3. For all information regarding easements, right-of-way or title of record, Northern Engineering relied upon Order No. ABD25177100, dated 10/20/2020, prepared by Land Title Guarantee Company.
4. Northern Engineering or the Professional Land Surveyor listed hereon, does not have the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. Northern Engineering or the Professional Land Surveyor listed hereon assumes no responsibility for the mineral rights upon the subject property.
5. A copy of the title commitment and the documents contained therein were provided to the owner, client and those entities listed under the surveyor's certification for their use and review.
6. For easements created by separate document and shown hereon refer to record document for specific terms.
7. A prescriptive 60-foot right of way Weld County road 46 1/2 was shown on the subdivision plat of Johnstown Farms Filing No. 3, recorded at reception no. 4568150 with Weld County Clerk and Recorder. Said plat also shows the 60-foot right of way as being attributed to Book 86 Page 283 of the Weld County records. However, the document at Book 86 Page 283 only calls for 60-foot rights of way on section lines, while Weld County road 46 1/2 is along a quarter section line. This survey does not address whether there was a prescriptive 60-foot right of way prior to the platting of Johnstown Farms Filing No. 3.
8. Not all documents listed in title commitment are plottable or definable. Those easements that are definable by their descriptions are shown hereon. Owner, Client and others should refer to the title commitment and those documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
9. The word "certify" or "certification" as shown and used hereon is an expression of professional opinion regarding the facts of the survey, and does not constitute a warranty or guaranty, expressed or implied. DORA Bylaws and Rules (4 CCR 730-1).
10. Easements and other record documents shown or noted hereon were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
11. Adjacent property owner information per the Weld County Property Portal
12. The Professional opinion of the Surveyor is not a determination of law, nor a matter of fact.
13. This bearing appears to have a scrivener's error and should instead read South 30° 51' 09" East, per the plat of Johnstown Farms Filing No. 3 recorded at Reception No. 4568150 by Shaun D. Lee, PLS 38158 for and on behalf of Aztec Consultants Inc., being the same PLS that created this legal description. This survey reflects the aforementioned bearing of South 30° 51' 09" East.
14. A current title commitment was not provided to the surveyor. The surveyor has used the above listed title commitment as the best available evidence to determine rights and encumbrances that may or may not impact the subject property. The surveyor is not responsible for those rights or encumbrances of record or existing not listed in said title commitments. This survey is subject to all easements, rights-of-way, and encumbrances as recorded or existing.
15. A current title commitment will be provided to the surveyor prior to final submittal. This note will be removed prior to finalizing survey.
16. Said described property is located within an area having a Zone Designation AE by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 08069C1410G, Panel 1410, with a date of identification of January 15, 2021, for Community No. 080250, in Town of Johnstown, County of Larimer, State of Colorado, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
17. It is unlawful under Colorado State Statute to knowingly disturb, deface, remove, or destroy a land survey monument.
18. This survey is a draft. Monuments have not been set. Monuments will be set or upgraded prior to finalizing survey. *THIS NOTE WILL BE REMOVED PRIOR TO FINALIZING THE SURVEY*

PLAT NOTES AS REQUESTED BY THE TOWN OF JOHNSTOWN:

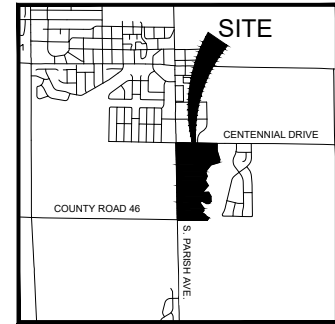
Notes as requested by the Town of Johnstown and listed hereon are being required as a condition of approval by the Town of Johnstown. The notes, as listed hereon, were provided to Northern Engineering by the Town of Johnstown.

- No construction or building may occur on-site until all Final Development Plans, Engineering Plans and Reports, Development Agreement, and the Water/Sewer Service Agreement have received Town approval and construction acceptance, as appropriate.

SURVEYOR'S STATEMENT

I, Robert C. Tessler, a Colorado Registered Professional Land Surveyor, do hereby state that this Subdivision Plat was prepared from an actual survey under my personal supervision, that the monuments, if any, as indicated hereon were found or set as shown, and that the foregoing plat is an accurate representation thereof, to the best of my knowledge, information and belief.

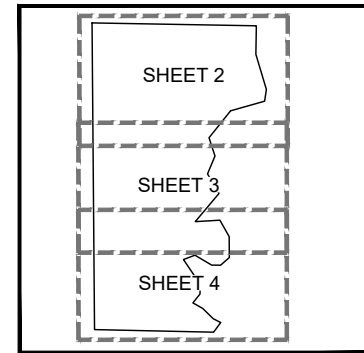
For and on behalf of Northern Engineering
Robert C. Tessler
Colorado Registered Professional Land Surveyor No. 38470



VICINITY MAP
1" = 200'

OWNER/DEVELOPER/APPLICANT
POST MODERN DEVELOPMENT, LLC
a Colorado limited liability company
144 N. Mason Street #4
Fort Collins, CO 80504

SURVEYOR
Northern Engineering Services, Inc.
Robert C. Tessler, PLS
301 North Hovess Street, Suite 100
Fort Collins, Colorado 80521
(970) 221-4158



SHEET INDEX
1"=500'

NOTICE: According to Colorado law, you must commence any legal proceedings to enforce this survey within three years after the date of the survey. If you do not commence such proceedings within three years after the date of the survey, you will be deemed to have accepted the survey as shown and the survey will be deemed correct from that time forward. The date of the survey is hereon.

SECTION: 9
TOWNSHIP: 4 NORTH
RANGE: 67 WEST
PLAT NO. OF THE 6TH PLN

NORTHERN ENGINEERING
SURVEYING • MUNICIPAL • LAND DEVELOPMENT

DATE: 07/28/22
SCALE: AS SHOWN
PROJECT: JOHNSTOWN FARM FILING NO. 2
DRAWN BY: R. TESSLER
CHECKED BY: R. TESSLER

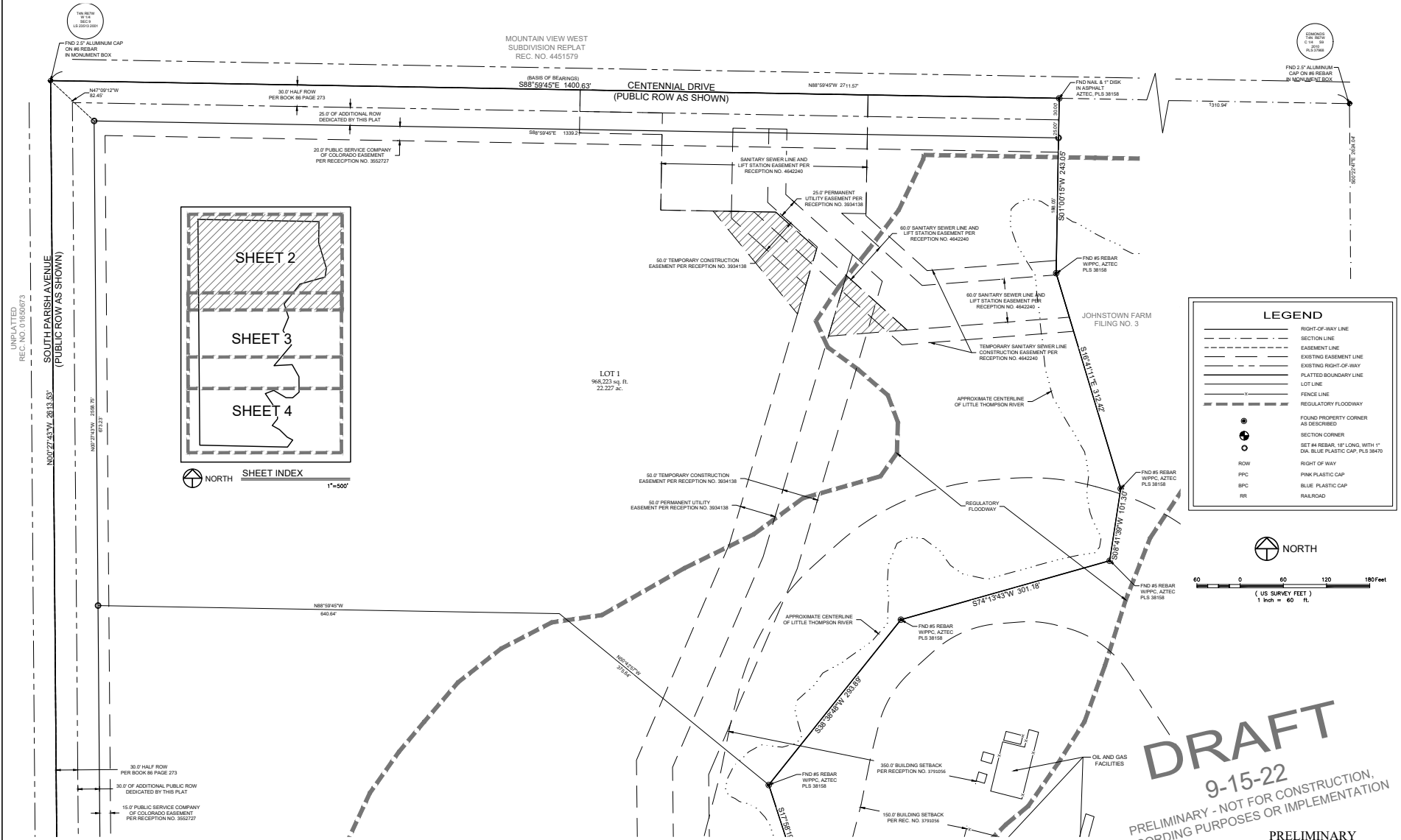
JOHNSTOWN FARMS FILING NO. 2
TOWN OF JOHNSTOWN
STATE OF COLORADO

Sheet
1
Of 4 Sheets

JOHNSTOWN FARMS FILING NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Item #4.



LEGEND

	RIGHT-OF-WAY LINE
	SECTION LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY
	PLATTED BOUNDARY LINE
	LOT LINE
	FENCE LINE
	REGULATORY FLOODWAY
	FOUND PROPERTY CORNER AS DESCRIBED
	SECTION CORNER
	RIGHT OF WAY
	FRANK PLASTIC CAP
	BLUE PLASTIC CAP
	RAILROAD

NORTH

0 60 120 180 Feet

(U.S. SURVEY FEET)

1 inch = 60 ft.

DRAFT

9-15-22

PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY

For and on behalf of Northern Engineering Services, Inc.
Robert C. Treacy
Colorado Registered Professional Land Surveyor No. 38470

NOTICE:
According to Colorado law, you must commence any legal action to object to this survey within three years after the date of recording. Any objections must be commenced more than ten years after the date of this survey.

SECTION: 9
TOWNSHIP: 4N
RANGE: 67W

N **NORTHERN ENGINEERING**
SURVEY | MUNICIPAL | LAND DEVELOPMENT

DATE: 07/25/22
PROJECT: JOHNSTOWN FARMS FILING NO. 2
DRAWN BY: R. Treacy
CHECKED BY: L. Smith

JOHNSTOWN FARMS FILING NO. 2
TOWN OF JOHNSTOWN
STATE OF COLORADO

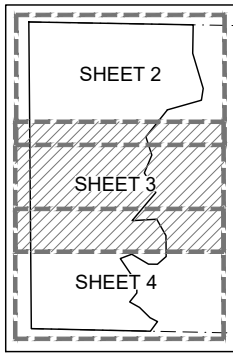
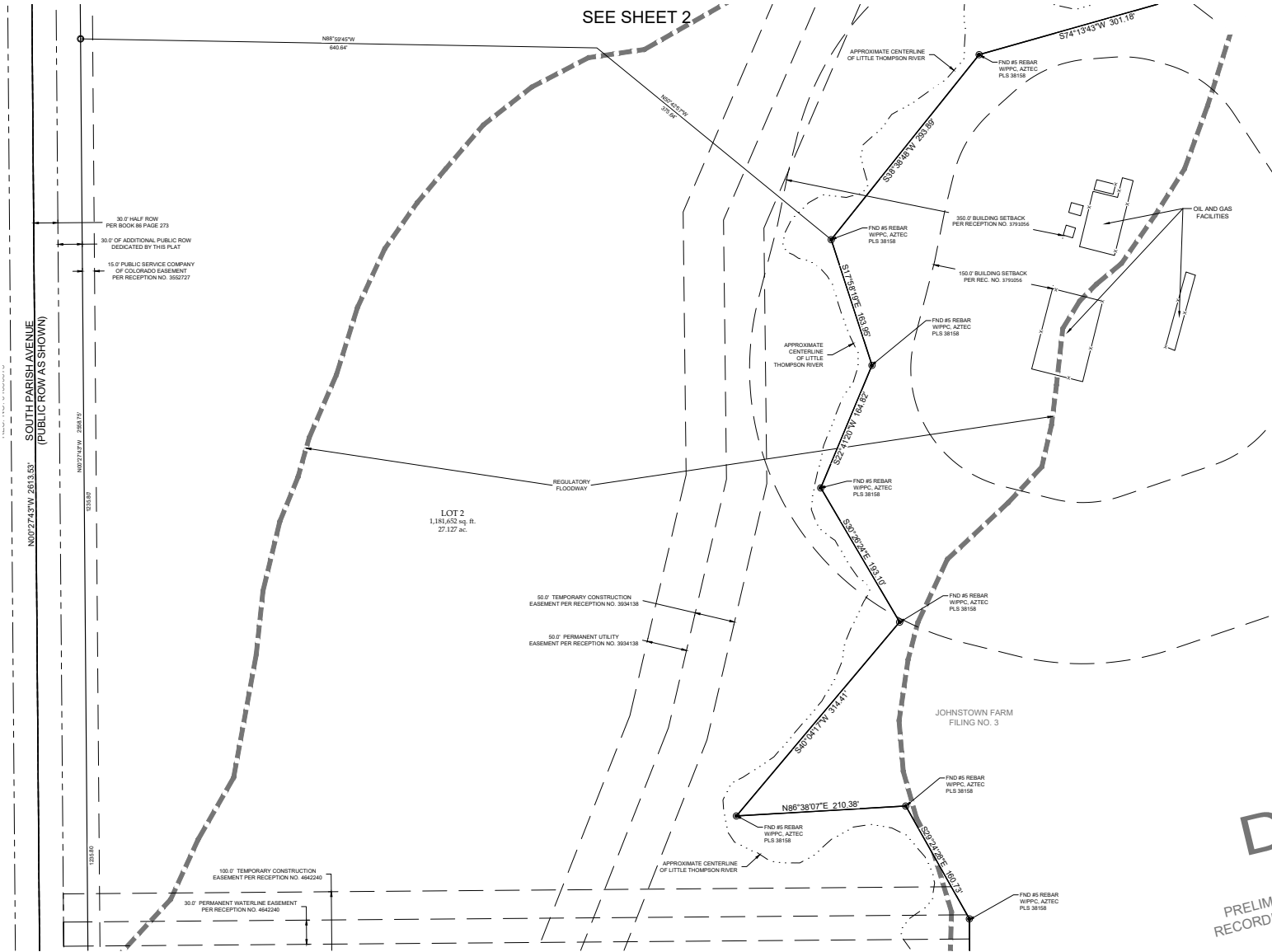
Sheet
2
Of 4 Sheets

SEE SHEET 3

JOHNSTOWN FARMS FILING NO. 2

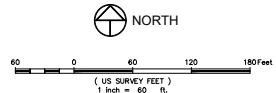
A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

Item #4.



NORTH SHEET INDEX 1"=500'

LEGEND	
	RIGHT-OF-WAY LINE
	SECTION LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY
	PLATTED BOUNDARY LINE
	LOT LINE
	FENCE LINE
	REGULATORY FLOODWAY
	FOUND PROPERTY CORNER AS DESCRIBED
	SECTION CORNER
	SET 4# REBAR, 18" LONG, WITH 1" DIA. BLUE PLASTIC CAP, PLS 38158
	ROW
	PPC
	BPC
	RR
	PINK PLASTIC CAP
	BLUE PLASTIC CAP
	RAILROAD



DRAFT
9-15-22
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION

PRELIMINARY
For and on behalf of Northern Engineering Services, Inc.
Robert C. Treacy
Colorado Registered Professional Land Surveyor No. 38470

NOTICE:
According to Colorado law, you must commence any legal action to enforce the provisions of this survey within three years after the date of the recording of this survey. No warranty is made by the surveyor as to the accuracy of the survey, but the surveyor will be commensurate with the date of the survey.

SECTION: 9
TOWNSHIP: 4N
RANGE: 67W
DATE OF THIS PLAN: 9/15/22

NORTHERN
ENGINEERING
SURVEY / MUNICIPAL / LAND DEVELOPMENT

DATE: 9/15/22
PROJECT: JOHNSTOWN FARMS FILING NO. 2
DRAWN BY: R. Treacy
CHECKED BY: L. Smith

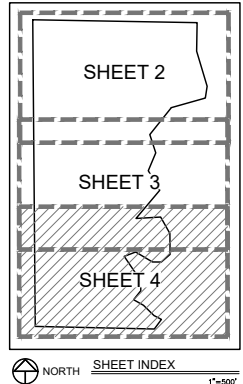
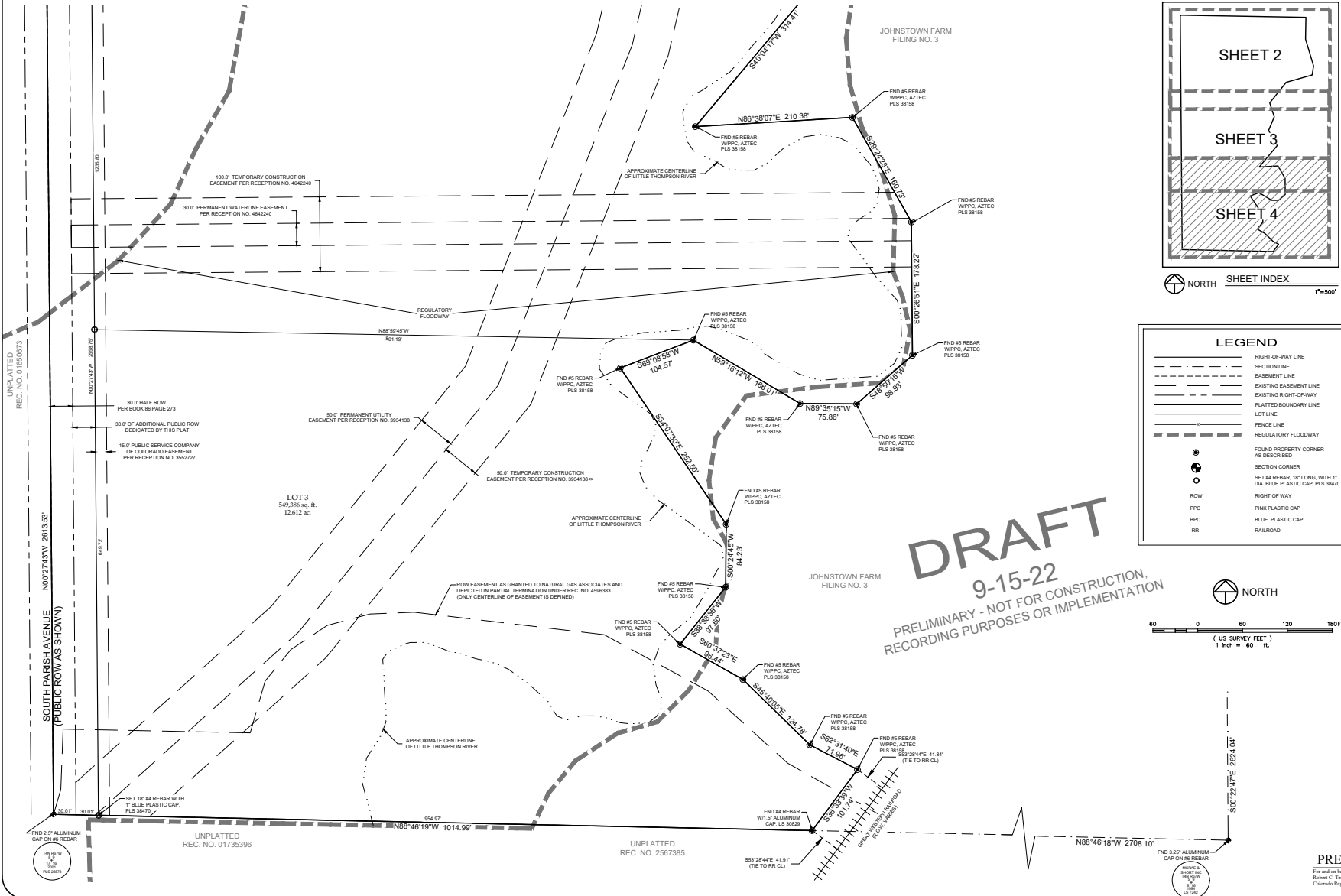
JOHNSTOWN FARMS FILING NO. 2
TOWN OF JOHNSTOWN
STATE OF COLORADO

Sheet
3
Of 4 Sheets

JOHNSTOWN FARMS FILING NO. 2

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

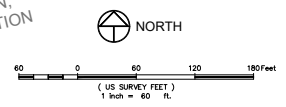
SEE SHEET 3



LEGEND

	RIGHT-OF-WAY LINE
	SECTION LINE
	EASEMENT LINE
	EXISTING EASEMENT LINE
	EXISTING RIGHT-OF-WAY
	PLATTED BOUNDARY LINE
	LOT LINE
	FENCE LINE
	REGULATORY FLOODWAY
	FOUND PROPERTY CORNER AS DESCRIBED
	SECTION CORNER
	SET #4 REBAR, 18" LONG, WITH 1" DIA. BLUE PLASTIC CAP, PLS 38470
	RIGHT OF WAY
	PINK PLASTIC CAP
	BLUE PLASTIC CAP
	RAILROAD

DRAFT
9-15-22
PRELIMINARY - NOT FOR CONSTRUCTION,
RECORDING PURPOSES OR IMPLEMENTATION



Item #4.

NOTICE:
According to Colorado law, you must commence any land survey within three years after the date of the commencement of the survey. This filing shall be commenced more than three years after the date of the survey.

SECTION: 9
TOWNSHIP: 4N
RANGE: 67W
DATE OF THIS PLAN: 09/15/22

NORTHERN ENGINEERING
SURVEYING | MUNICIPAL | LAND DEVELOPMENT

DATE: 07/22/22
PROJECT: JOHNSTOWN FARMS FILING NO. 2
DRAWN BY: R. TERRY
CHECKED BY: R. TERRY

JOHNSTOWN FARMS FILING NO. 2
TOWN OF JOHNSTOWN
STATE OF COLORADO

Sheet
4
Of 4 Sheets

PRELIMINARY
For and on behalf of Northern Engineering Services, Inc.
Robert C. Terry
Colorado Registered Professional Land Surveyor No. 38470

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

EXHIBIT B-3**ADDITIONAL TERMS, CONDITIONS OR PROVISIONS**

1. Notwithstanding any provision in this Agreement to the contrary, the Parties recognize and agree that Developer has sought and obtained approval of the Final Plat in conjunction with the subdivision of the Property without the current intent to develop the Property and install the Subdivision Improvements. The Parties are executing this Agreement in order that certain Developer's rights and obligations with respect to the Development and the construction and installation of the Subdivision Improvements within the Development are mutually understood, agreed-upon and binding upon Developer's successors, assigns, transferees and shall run with the Property. Prior to development of any portion of the Property, the property owner or developer of such portion of the Property shall be required to execute an amendment to this Agreement addressing development of such portion of the Property and the special conditions, if any, related thereto. No Developer shall construct Public Improvements without first obtaining Town approval of Civil Engineering Construction Plans applicable to such portion of the Property nor shall a Developer construct Private Improvements without first obtaining Town approval of a Development Plan applicable to such portion of the Property.

2. The final development obligations, as set forth in approved Civil Engineering Construction Plans and included in amendments to this Agreement or other similar future agreements with the Town related to the Development, may include, but are not limited to, road construction, right-of-way improvements, sanitary sewer and stormwater improvements pursuant to the Town's Master Drainage Plan, participation in the configuration of intersections, pro-rata financial participation in the cost of traffic signals, and ditch, railroad and/or easement crossing agreements. Cost-sharing or reimbursement agreements, on pro rata basis, may be available for the portion of the foregoing improvements that materially benefit surrounding properties.

EXHIBIT C
SCHEDULE OF PUBLIC IMPROVEMENTS

(INTENTIONALLY OMITTED)

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____

ADDRESS OF ISSUING BANK _____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Johnstown Farms, Filing No. 2, dated _____, 20____, between the Town of Johnstown and Post Modern Development, LLC.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town’s demand or draft be accompanied by a letter, on the Town’s stationery, signed by the Town Manager to the effect that “the Town of Johnstown has declared a default under the Development Agreement.”

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) 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



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 07, 2022

SUBJECT: First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority of the Town of Johnstown

ATTACHMENTS: 1. First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority of the Town of Johnstown

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Presented for your review and consideration is the First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority (JHA) of the Town of Johnstown.

This agreement was approved by the Council on December 13, 2021, during a regularly scheduled Town Council meeting. The provisions to the initial loan agreement provided that the Housing Authority needed to execute the promissory note and deed of trust not later than December 31, 2022. During that time the JHA has been working directly with the United States Department of Agriculture (USDA) to payoff and close the FHA loan currently in place. The Housing Authority would subsequently establish a loan and payment structure with the Town of Johnstown. The loan amount totals \$312,00.00.

Considering the USDA and the JHA have still not reached the conclusion of paying off the loan, the JHA cannot sign the promissory note and deed of trust and the extension is being requested. The Housing Authority has requested a 1-year extension to provide ample time to close the loan with the USDA. This First Amendment recognizes those changes and provides the extension accordingly.

LEGAL ADVICE:

The Town Attorney drafted the First Amendment as presented.

The Community That Cares

www.TownofJohnstown.com

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

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve First Amendment to Loan Agreement Between Town of Johnstown and Housing Authority of the Town of Johnstown as presented

Reviewed and Approved for Presentation,



Town Manager

**FIRST AMENDMENT TO LOAN AGREEMENT
BETWEEN TOWN OF JOHNSTOWN AND
HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN**

THIS FIRST AMENDMENT TO LOAN AGREEMENT (“First Amendment”) is made and entered into this ___ day of _____, 2022 (“Effective Date”), by and between the TOWN OF JOHNSTOWN, a home rule municipal corporation of the State of Colorado (“Town”), and the HOUSING AUTHORITY OF THE TOWN OF JOHNSTOWN, COLORADO, a non-profit corporation duly existing under the Housing Authorities Law of the State of Colorado (“Housing Authority”), collectively referred to as “the Parties.”

RECITALS

WHEREAS, on or about December 13, 2021, the Town and the Housing Authority entered into that certain Loan Agreement (“Agreement”), whereby the Town authorized a twenty (20) year loan from the Town of Johnstown General Fund to the Housing Authority in the amount of Three Hundred Twelve Thousand Dollars (\$312,000.00) upon terms and conditions set forth therein, including the Housing Authority’s execution of a Promissory Note and Deed of Trust; and

WHEREAS, Paragraph 3.c. of the Agreement provides that, if the Housing Authority has not executed the Promissory Note and Deed of Trust by December 31, 2022, then the Agreement shall be null and void; and

WHEREAS, the Housing Authority has not received the requisite authorization from the USDA to refinance the FHA Loan and, as such, has not executed the Promissory Note and Deed of Trust; and

WHEREAS, the Housing Authority seeks an extension of the termination of the Agreement to and including December 31, 2023, to provide the Housing Authority with additional time to receive the requisite authorization and execute the Promissory Note and Deed of Trust; and

WHEREAS, the Town desires to provide the requested extension of time; and

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

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

AGREEMENT

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

1. **Recitals.** The Recitals are incorporated into this First Amendment as if fully set forth herein.

2. **Amendment.** Paragraph 3.c. of the Agreement is hereby deleted in its entirety and in its place inserted the following:

3.c. Escrow Account. On or before February 28, 2022, the Town shall place Three Hundred Twelve Thousand Dollars (\$312,000.00), the amount of the Town Loan, into an escrow account for disbursement to the Housing Authority as set forth below (“Escrow Account”). If the Housing Authority has not executed the Promissory Note and Deed of Trust by December 31, 2023, the funds in the Escrow Account shall revert back to the Town and this Agreement shall be null and void. The Town shall be entitled to all interest that accrues while the funds are in the Escrow Account.

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

(Signatures on following page.)

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Loan Agreement on the day and year first above written.

ATTEST:

**TOWN OF JOHNSTOWN, COLORADO
a municipal corporation**

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

ATTEST:

**HOUSING AUTHORITY OF TOWN OF
JOHNSTOWN**

By: _____
_____, Secretary

By: _____
_____, Chairperson

STATE OF COLORADO)
) ss
COUNTY OF WELD)

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2022, by _____ as the _____ of Housing Authority of the Town of Johnstown.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	November 7, 2022
SUBJECT:	Intergovernmental Agreement Between the State of Colorado and Town of Johnstown
ACTION PROPOSED:	Consider an Intergovernmental Agreement with the State of Colorado
ATTACHMENTS:	1. Intergovernmental Agreement
PRESENTED BY:	Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

On May 16, 2022, the Town Council approved a contract with JWO Engineering in an amount not to exceed \$290,000 to design the traffic signal at State Highway 60 (SH 60) and Carlson Blvd. This contract also included a request to conduct a Feasibility Study and Analysis of SH 60 from I-25 to County Road 19. The traffic signal was warranted via a warrant study conducted by Colorado Department of Transportation (CDOT) in 2022.

On August 4, 2022, the NFRMPO Planning Council approved the 2022 Multimodal Transportation and Mitigation Options Fund (MMOF) Call for Projects, which awarded funding to the *Intersection Improvements - SH 60 and Carlson Blvd* project. The award amount the Town will receive for the project is \$250,000. Approval of the attached Intergovernmental Agreement (IGA) by the Town Council is required, prior to receiving the funds.

The design of the traffic signal for the intersection of SH 60 and Carlson Blvd is complete and the project will be ready to move forward once the IGA is signed by all parties. All environmental clearance requirements have also been completed. The first order of business by the Town, once the IGA is signed, is to order the traffic signal poles. The poles are a long lead item that is estimated to take 4-6 months to receive. The goal is to have the entire project complete within the next 4-6 months so that once the poles arrive, the signal can be energized. The entire project is set to go out to bid this month.

The traffic signal will be placed in its ultimate location and will not need to be relocated in the future as SH 60 is widened. The project is estimated to cost between \$550,000 to \$675,000.

The Community That Cares

www.TownofJohnstown.com

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LEGAL ADVICE:

The Town Attorney has reviewed the IGA.

FINANCIAL ADVICE:

The SH 60/Carlson Blvd. Intersection Improvement project is budgeted in the 2022 and Preliminary 2023 Fiscal Year.

RECOMMENDED ACTION: Town Staff recommends approval of the IGA with the State of Colorado.

SUGGESTED MOTIONS:

For Approval

I move to approve the Intergovernmental Agreement with the State of Colorado and authorize the Town Manager to sign the Agreement.

For Denial

I move to deny the Intergovernmental Agreement with the State of Colorado.

Reviewed and Approved for Presentation,



Town Manager

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation		Agreement Routing Number 23-HA4-XC-00139	
Local Agency TOWN OF JOHNSTOWN		Agreement Effective Date The later of the effective date or October 10, 2022	
Agreement Description CO 60 & Carlson Blvd Intersection Improvements		Agreement Expiration Date October 09, 2032	
Project # MTF M690-002 (25296)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$500,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

<p align="center">LOCAL AGENCY TOWN OF JOHNSTOWN</p> <hr/> <p align="center">Signature</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director</p> <hr/> <p align="center">Stephen Harelson, P.E., Chief Engineer</p> <p align="center">Date: _____</p>
<p align="center">2nd State or Local Agency Signature if Needed</p> <hr/> <p align="center">Signature</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>	<p align="center">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <hr/> <p align="center">Assistant Attorney General</p> <hr/> <p align="center">By: (Print Name and Title)</p> <p align="center">Date: _____</p>
<p>In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Department of Transportation</p> <p>Effective Date: _____</p>	

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1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement (“Local Agency”), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the “State” or “CDOT”). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i**.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency’s obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the “Fixing America’s Surface Transportation Act” (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the “Federal Provisions”), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (“FHWA”).

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT’s Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
 - xiv. **Exhibit N**, Federal Treasury Provisions
 - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
 - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
 - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
 - xviii. **Exhibit R**, Applicable Federal Awards
 - xix. **Exhibit S**, PII Certification
 - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in **§2.B**.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. “**Sub-Award**” means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. “**Subcontractor**” means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. “**Subrecipient**” means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. “**USDT**” The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. “**Work**” means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B**. The State’s unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

- (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

- a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b. Obtain the railroad's detailed estimate of the cost of the Work.
- c. Establish future maintenance responsibilities for the proposed installation.
- d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in §7.F.vi.

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

- a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Agreement Funds, the State's obligation to pay Local Agency shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.
- b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A.**).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed.** Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A**. Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency’s risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency’s non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient’s previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient’s operations, in which failure could impact the Subrecipient’s ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient’s financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient’s non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency’s completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency’s performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency’s submission to the State of all deliverables defined in this Agreement, and Local Agency’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency’s failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency 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 State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information “PII”

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a “Third Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor’s duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency’s obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”) and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and

b. \$2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with §16 within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §14 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §13.B, shall have all of the remedies listed in this §14.A. in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.C.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency’s employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State’s best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency’s Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in §13.B and the dispute resolution process in §15 shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer’s decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party’s principal representative at the address set forth below

or (iii) as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Jake Oneal, EIT II
CDOT Region 4
10601 10th Street
Greeley, CO 80634
970-515-2731
jake.oneal@state.co.us

For the Local Agency

Town of Johnstown
Troy White, Public Works Director
450 S Parish Ave. PO Box 609
Johnstown, CO 80534
970-578-9603
TWhite@johnstownCO.gov

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §20.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”).
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.

O. Third Party Beneficiaries

Except for the Parties’ respective successors and assigns described in **§20.C**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

P. Waiver

A Party’s failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall 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.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F, Exhibit I, Exhibit J, Exhibit K, Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E**, Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

EXHIBIT A
SCOPE OF WORK

Name of Project: CO 60 & Carlson Blvd Intersection Improvements
Project Number: MTF M690-002
SubAccount #: 25296

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Johnstown when the Town of Johnstown designs the CO 60 & Carlson Blvd Intersection Improvements (Hereinafter referred to as “this work”). CDOT and the Town of Johnstown believe it will be beneficial to perform this work to improve intersection safety. The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work will begin in the fall of 2022 with local overmatch and will identify more exact requirements, qualities, and attributes for this work (Herein after referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in 2023.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

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EXHIBIT B**SAMPLE IGA OPTION LETTER**

Date	State Fiscal Year	Option Letter No.
Project Code	Original Agreement #	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2, C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Stephen Harelson, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT C - FUNDING PROVISIONS

Town of Johnstown & Project # MTF M690-002 (25296) MMOF

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$500,000.00, which is to be funded as follows:

1. FUNDING

MTF M690-002 (25296)

a.	Federal Funds ARPA US Treasury Expenditure Category EC6 (50% of ARPA Award)	\$250,000.00
b.	Local Agency Funds (50% of ARPA Award)	\$250,000.00

TOTAL FUNDS ALL SOURCES	\$500,000.00
--------------------------------	---------------------

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	USDT
c.	Local Agency Unique Entity Identifier	TBD
d.	Assistance Listing # Coronavirus State and Local Fiscal Recovery Funds	ALN 21.027
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	\$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	ARPA Funds Budgeted	\$250,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	\$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	50%	\$250,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	50%	\$250,000.00
TOTAL PROJECT ESTIMATED FUNDING	100.00%	\$500,000.00

4. FOR CDOT ENCUMBRANCE PURPOSES

MTF M690-002 (25296)

a.	Total Encumbrance Amount (Only ARPA funds are encumbered)	\$250,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	\$250,000.00
---	---------------------

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

MTF M690-002 (25296)

WBS Element 25296.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 25296.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	\$0.00

* For MTF M690-002 (25296), the Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

MTF M690-002 (25296)

The funding ratio for the federal funds for this Work is 50% federal funds to 50% Local Agency funds, and this ratio applies only to the \$500,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$500,000.00, and additional federal funds are available for the Work, the Local Agency shall pay 50% of all such costs eligible for federal funding and 100% of all other costs. If additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$500,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

MTF M690-002 (25296)

The maximum amount payable to the Local Agency under this Agreement shall be \$250,000.00. For CDOT accounting purposes, the federal funds of \$250,000.00, will be encumbered, but the Local Agency funds of \$250,000.00 will NOT be encumbered. The total budget of this project is \$500,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work. ARPA Funds can only originate from and after May 18, 2021.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E

Item #6.

LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. MTF M690-002	STIP No. SR47007.025	Project Code 25296	Region 4
Project Location CO 60 & Carlson Blvd			Date 9/8/2022
Project Description Intersection Improvements			
Local Agency Town of Johnstown		Local Agency Project Manager Troy White	
CDOT Resident Engineer Bryce Reeves		CDOT Project Manager Jake ONeal	
<p>INSTRUCTIONS:</p> <p>This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i>. LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.</p> <p>The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.</p> <p>Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.</p> <p>The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.</p> <p>Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.</p>			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
TIP / STIP AND LONG-RANGE PLANS				
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION				
	4.1	Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>		x
PROJECT DEVELOPMENT				
1	5.1	Prepare Design Data - CDOT Form 463	X	#
	5.2	Determine Delivery Method	X	#
	5.3	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> • Project Development • Construction Contract Administration (including Fabrication Inspection Services) 	X	#
	5.5	Conduct Design Scoping Review Meeting	X	#
3,3A,3,6	5.6	Conduct Public Involvement (<i>If required</i>)	X	#

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
3	5.7	Conduct Field Inspection Review (FIR)	X	#
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
3	5.10	Obtain Utility and Railroad Agreements	X	#
3	5.11	Conduct Final Office Review (FOR)	X	#
3A	5.12	Justify Force Account Work by the Local Agency	X	#
3B	5.13	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	#
3	5.14	Document Design Exceptions - CDOT Form 464	X	#
	5.15	Seek Permission for use of Guaranty and Warranty Clauses	X	#
3	5.18	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	#
	5.19	Comply with Requirements for Off-and On-System Bridges & Other Structural Work	X	#
	5.20	Update Approvals on PS&E Package if Project Schedule Delayed	X	#
	5.21	Ensure Authorization of Funds for Construction	#	X
	5.22	Use Electronic Signatures	X	X
	5.23	File Project Development Records/Documentation in ProjectWise	#	X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).	#	X
	6.2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Bryce Reeves 9/9/2022 _____ CDOT Resident Engineer Date		X
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable	#	X
	6.4	Enforce Prompt Payment Requirements	X	#
	6.5	Use Electronic Tracking and Submission Systems – B2GNow <input type="checkbox"/> LCPtracker <input type="checkbox"/>	X	#
3	6.6	Prepare/submit Title VI Plan and Incorporate Title VI Assurances	X	#
6,7		Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)	X	#
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) <input checked="" type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input type="checkbox"/>				
6,7		Obtain Approval for Advertisement Period of Less Than Three Weeks;	X	#
7		Advertise for Bids	X	#
7		Concurrence to Advertise	#	X
7		Distribute "Advertisement Set" of Plans and Specifications	X	#
7		Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad	X	
7		Open Bids	X	
7		Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)		X
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		X
		Submit required documentation for CDOT award concurrence	X	
		Concurrence from CDOT to Award		X
		Approve Rejection of Low Bidder		X
7,8		Award Contract (federal)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)	X	
CONSTRUCTION MANAGEMENT				
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	X	
8	8.1	Issue Notice to Proceed to the Contractor	X	#
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X X	#
		Pre-survey • Construction staking • Monumentation	X X X	
		Partnering (Optional)	X	
		Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>) (if applicable)	X	
		Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (if applicable)	X	
		HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>) (if applicable)	X	
8	8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
9	8.5	Supervise Construction		
		A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Johnny Olson 970-381-2206 _____ Local Agency Professional Engineer or CDOT Resident Engineer Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation (including projects with structures)	X	#
		Fabrication Inspection and documentation (if applicable)	X	
9	8.6	Review and Approve Shop Drawings	X	
9	8.7	Perform Traffic Control Inspections	X	#
9	8.8	Perform Construction Surveying	X	
9	8.9	Monument Right-of-Way	X	#
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. Troy White 970-578-9603 _____ Local Agency Representative Phone number	X	
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
9B	8.12	Prepare and Authorize Change Orders	X	#
9B	8.13	Submit Change Order Package to CDOT	X	
9A	8.14	Prepare Local Agency Reimbursement Requests	X	
9	8.15	Monitor Project Financial Status	X	
9	8.16	Prepare and Submit Monthly Progress Reports	X	
9	8.17	Resolve Contractor Claims and Disputes	X	
	8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Bryce Reeves 719-314-6337 _____ CDOT Resident Engineer Phone number		X
9	8.19	Ongoing Oversight of DBE Participation	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
MATERIALS				
9,9C	9.1	Discuss Materials at Pre-Construction Meeting <ul style="list-style-type: none"> Buy America documentation required prior to installation of steel 	X	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record <ul style="list-style-type: none"> Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project Update the form as work progresses Complete and distribute form after work is completed 	X X	X
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Acceptance Tests	X	
9C	9.6	Accept Manufactured Products <p>Inspection of structural components:</p> <ul style="list-style-type: none"> Fabrication of structural steel and pre-stressed concrete structural components Bridge modular expansion devices (0" to 6" or greater) Fabrication of bearing devices 	X X X	
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT) <p>Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input checked="" type="checkbox"/></p> <ul style="list-style-type: none"> Generate IAT schedule Schedule and provide notification Conduct IAT 	X X	X
9C	9.8	Approve mix designs <ul style="list-style-type: none"> Concrete Hot mix asphalt 	X X	# #
9C	9.9	Check Final Materials Documentation	X	#
9C	9.10	Complete and Distribute Final Materials Documentation	X	#
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE				
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.	X	#
9	10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
9	10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
9	10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"> Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. Complete CDOT Form 838 – OJT Trainee / Apprentice Record. Complete CDOT Form 200 - OJT Training Questionnaire 	X X X	
9	10.6	Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)	X	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
	10.8	Contract Compliance and Project Site Reviews		X
FINALS				
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable		X
10	11.2	Write Final Project Acceptance Letter	X	
10	11.3	Advertise for Final Settlement	X	
11	11.4	Prepare and Distribute Final As-Constructed Plans	X	
11	11.5	Prepare EEO Certification and Collect EEO Forms	X	
11	11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	#

LA WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	#
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form	X	
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment	X	#
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.14	Retain Project Records	X	
11	11.15	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office

CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

EXHIBIT F
CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT G
DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR
PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states “The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost” and according to 23 CFR 172.5 “Price shall not be used as a factor in the analysis and selection phase.” Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,

b. Approach to the Work,
c. Ability to furnish professional services.
d. Anticipated design concepts, and
e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
 - b. Past performance,
 - c. Willingness to meet the time and budget requirement,
 - d. Location,
 - e. Current and projected work load,
 - f. Volume of previously awarded contracts, and
 - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60- 1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:** The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

a. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.

Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

1. Minimum wages:

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3)
 - (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S.DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility:

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification– First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below.

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**Assurances for Local Agencies****DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [,] and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX C**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. “Award” means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;

1.1.2. Contracts;

1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

1.1.4. Loans;

1.1.5. Loan Guarantees;

1.1.6. Subsidies;

1.1.7. Insurance;

1.1.8. Food commodities;

1.1.9. Direct appropriations;

1.1.10. Assessed and voluntary contributions; and

1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

1.1.12. Technical assistance, which provides services in lieu of money;

1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

1.1.14. Any award classified for security purposes; or

1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. “Contract” means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. “Contractor” means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpartC;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;

1.5.2. A foreign public entity;

1.5.3. A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1** Subrecipient DUNS Number;
- 7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3** Subrecipient Parent DUNS Number;
- 7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1** Subrecipient's DUNS Number as registered in **SAM**.
- 7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.


8. Exemptions.

- 8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4** There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:		
Name of Entity (Subrecipient):				
Name of Project / Program:				
Estimated Award Period:				
Entity Executive Director or VP:				
Entity Chief Financial Officer:				
Entity Representative for this Self Assessment:				
Instructions: (See "Instructions" tab for more information)				
1. Check only one box for each question. All questions are required to be answered.				Yes
2. Utilize the "Comment" section below the last question for additional responses.				No
3. When complete, check the box at the bottom of the form to authorize.				N/A
EXPERIENCE ASSESSMENT				Yes No N/A
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MONITORING/AUDIT ASSESSMENT				Yes No N/A
4	Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	a) Were there non-compliance issues in this prior review?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) What were the number and extent of issues in prior review?	<input type="checkbox"/> <small>1 to 2</small>	<input type="checkbox"/> <small>>3</small>	<input type="checkbox"/>
OPERATION ASSESSMENT				Yes No N/A
6	Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL ASSESSMENT				Yes No N/A
7	a) Does your entity have an indirect cost rate that is approved and current?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) If Yes, who approved the rate, and what date was it approved?			
8	Is this grant/award 10% or more of your entity's overall funding?	<input type="checkbox"/> <small>>10%</small>	<input type="checkbox"/> <small><10%</small>	<input type="checkbox"/>
9	Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Has your entity had difficulty meeting local match requirements in the last three years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

INTERNAL CONTROLS ASSESSMENT				Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	<input type="checkbox"/>	<input type="checkbox"/>			
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	<input type="checkbox"/>	<input type="checkbox"/>			
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	<input type="checkbox"/>	<input type="checkbox"/>			
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
17	How many total FTE perform accounting functions within your organization?	<input type="checkbox"/> ≥ 6	<input type="checkbox"/> 2 to 5	<input type="checkbox"/> < 2		
IMPACT ASSESSMENT				Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	<input type="checkbox"/>	<input type="checkbox"/>			
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
PROGRAM MANAGEMENT ASSESSMENT				Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		


d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project (<i>Buy America requirements</i>)? <i>If Yes, please submit with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p>			
<p><input type="checkbox"/> By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.</p> <p style="text-align: right;"> Tool Version: v2.0 (081816)</p>			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

**Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and
Audit Requirements for Federal Awards (“Uniform Guidance”),
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

- 1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,
 §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

- 6.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.
- 7.1 Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.
- 9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.
- Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.
- The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 2.1.3. "Entity" means:
 - 2.1.3.1. a Non-Federal Entity;
 - 2.1.3.2. a foreign public entity;
 - 2.1.3.3. a foreign organization;
 - 2.1.3.4. a non-profit organization;
 - 2.1.3.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.3.6. a foreign non-profit organization (only for 2 CFR part 170) only;

- 2.1.3.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
- 2.1.3.8. a foreign for-profit organization (for 2 CFR part 170 only).
- 2.1.4. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.5. “Expenditure Category (EC)” means the category of eligible uses as defined by the US Department of Treasury in “Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds” report available at www.treasury.gov.
- 2.1.6. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.7. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.8. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.9. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.10. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.10.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.10.2. Is not organized primarily for profit; and
 - 2.1.10.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.13. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.14. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

- 2.1.15. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.16.1. Salary and bonus;
 - 2.1.16.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.16.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.16.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.16.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.16.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.17. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Grantee shall report as set forth below.
- 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification

- v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project’s response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (*Federal guidance may change this requirement in July 2022*)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (*Federal guidance may change this requirement in July 2022*)
- b) Number of families served by home visiting (*Federal guidance may change this requirement in July 2022*)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs (*Federal guidance may change this requirement in July 2022*)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (*Federal guidance may change this requirement in July 2022*)
- b) Number of affordable housing units preserved or developed (*Federal guidance may change this requirement in July 2022*)

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report

- ii. Project labor agreement certification or project workforce continuity plan
- iii. Prioritization of local hires
- iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

- speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient DUNS Number;
- 8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization DUNS Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's DUNS Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over \$10 million:

- 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
 - 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
 - 8.1.3.8.2. Whether the project prioritizes local hires.
 - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit O and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT O**AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.
- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
 - b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.
16. Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:	CDOT		

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

 Local Agency

 Date

 CDOT Program Manager

 Date

EXHIBIT R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT T**CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Town of Johnstown
List of Bills - September 24, 2022 - October 24, 2022

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
2534 Retail Phase 1, LLC	Reimbursement sales tax	ADM	\$86,868.32
4990 Ronald Reagan LLC	Police substation lease	PD	\$1,519.75
Ace Hardware	Supplies	PW/ADM	\$1,762.82
Adamson Police Products	Uniforms	PD	\$827.75
Advanced Concrete Construction Inc.	Hydrant meter deposit refund	ADM	1,500.00
All Copy Products, Inc	Copier supplies	ADM/PD	\$318.25
Annabelle Troncoso	Cost-to-cure compensation	PW	\$300.00
Aqua Backflow, Inc.	Backflows	PW	\$210.00
Aqua Engineering	Central expansion	PW	\$270,340.57
Aqua Engineering, Inc	Cemetery design	PW	\$10,125.00
Arapahoe Rental	Rental fee	PW	\$20.90
Axon Enterprises, Inc.	Supplies	PD	\$8,617.82
Balance Point Heating & Air Conditioning	Refund permit fees	ADM	\$546.31
BearCom	Equipment	PD	\$142.50
BHA Design Incorporated	Design standards	PW	\$437.50
Bludot Technologies Inc.	CRM	ADM	\$195.00
BlueWater Engineering Ltd	Water treatment plant expansion	PW	\$18,876.17
Bobcat of the Rockies	Vehicle maintenance	PW	\$210.00
Browns Hill Engineering & Controls	SCADA/equipment	PW	\$20,346.56
Buckeye Welding	Supplies	PW	\$192.76
Bunyan Lateral Ditch Company	Professional fees	PW	\$352.50
Burns & McDonnell Engineering Co Inc.	Water treatment plant expansion	PW	\$93,589.87
Canyon Systems, Inc.	Supplies	PW	\$251.88
Card Services	Travel/training/supplies	ALL	\$18,138.98
Cate Brothers Inc.	Hydrant meter deposit refund	ADM	1,750.00
CB&I Group Storage Tanks Solutions LLC	South water tank	PW	\$281,207.34
CDR Propane Services, LLC	Propane	PW	\$1,786.00
CDW Government	Supplies	PD	\$1,396.48
CECTI	CECTI conference	PW	\$1,200.00
Central Weld County Water District	Interconnects	PW	\$1,928.37
CenturyLink	Telephone	PW	\$251.35
Cintas	Supplies	ALL	\$760.95
Cirsa	Insurance	PW/PD	\$4,553.51
CMC Tire	Vehicle maintenance	PW	\$253.95
Colorado Department of Public Health	Fee	PW	\$1.30
Colorado Analytical Labs	Lab testing	PW	\$5,789.00
Colorado Department of Transportation	I-25 project	PW	\$2,270,692.52
Colorado Greenbelt Management	Landscaping services	PW	\$1,375.00
Colorado Rural Water Assoc	Training	PW	\$380.00
Connell Resources, Inc.	Central PH2/North interceptor/Old Town	PW	\$3,563,436.81
Consolidated Hillsborough Ditch Co	North interceptor/legal	PW	\$6,297.10
Core & Main	Hydrants, meters, supplies	PW	\$37,338.71
Crash Champions - Loveland	Vehicle repair	PD	\$1,997.48
Daniels College of Business	Training	PD	\$2,000.00
Denali Water Solutions LLC	Sludge removal	PW	\$19,842.21
DES Pipeline Maintenance, LLC	Maintenance infrastructure	PW	\$4,537.50

Town of Johnstown
List of Bills - September 24, 2022 - October 24, 2022

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
DPC Industries Inc	Chemicals	PW	\$86,311.79
E-470 Public Highway Authority	Training	PD	\$4.60
Elite Printing Group, LLC	Supplies	PD	\$88.00
Employee Reimbursements	Training	PW	\$604.90
EngineeringSupply.com	Supplies	PW	\$62.94
Environmental Syst. Research I, Inc	GIS	PW	\$220.27
Evoqua Water Technologies LLC	GAC	PW	\$235,712.00
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADM	\$3,825.00
Felsburg Holt & Ullevig Inc	Professional services	ADM	\$935.00
Ferguson Waterworks	Supplies	PW	\$1,264.23
Firestone Complete Auto Care	Vehicle repair	PD	\$402.98
First Armored Services LLC	Supplies	PW	\$812.00
First Class Security Systems	Fire system monitoring	PW	\$128.80
Fort Collins Dodge Chrysler Jeep	Vehicle repair	PD	\$202.73
Frontier Business Products	Printer maintenance	ADM	\$769.26
Gary & Denise Freeburg	Cost-to-cure compensation	PW	\$1,500.00
Gen-Tech	Maintenance equipment	PW	\$755.70
Gerrard Family Limited Partnership	Reimbursement of use tax	ADM	\$231,136.16
Glenn A. Jones Library	Library support	ADM	\$94,816.12
Goble Sampson Associates Inc	Chemical pump	PW	\$18,500.71
Golden Triangle Construction Inc.	Hydrant meter deposit refund	ADM	1,500.00
Gopher Excavation, Inc.	Line repair	PW	\$5,430.50
Grainger, Inc.	Supplies	PW	\$1,662.31
Greeley Lock and Key	Supplies	PW	\$44.85
Green Valley Turf Co	Grounds maintenance	PW	\$882.06
Ground Engineering Consultants, Inc.	Low Point expansion	PW	\$6,734.00
Hach Company	Chemicals	PW	\$2,109.23
Hays Market Inc	Supplies	PW	\$82.02
Helton & Williamsen, P.C.	Professional services	ADM	\$7,755.00
Helton & Williamsen, P.C.	Billback - Engineering services	ADM	\$3,725.00
Hill & Robbins, PC	Water legal	ADM	\$1,448.00
IMEG Corp	Professional services	ADM	\$117,567.00
IMEG Corp	Billback -Engineering services	ADM	\$21,085.00
Insight North America, LLC	Investment services	ADM	\$3,011.36
Interstate Battery of the Rockies	Supplies	PW	\$113.55
J-25 Land Holdings, LLC	Reimbursement of performance bond	PW	\$1,933,081.42
J-25 Land Holdings, LLC	Upsizing of sanitary sewer pipe	PW	\$112,679.00
Jan Telep Rogers	Easement	PW	\$1,500.00
Jane C Eden Revocable Trust	Permanent easement	PW	\$16,311.00
John Deere Financial	Supplies	PW	\$1,728.97
Johnstown Breeze	Publications	ADM	\$1,223.64
Johnstown Historical Society, Ltd	Maintenance reimbursements	ADM	\$1,671.08
J-U-B Engineers, Inc.	South water tank	PW	\$127,669.24
Julie A. Scroggins Attorney at Law	Municipal Court Judge	ADM	\$1,787.50
JWO Engineering	Traffic signal Carlson/SH60	PW	\$38,355.53
Kangaroo Express of Longmont, Inc	Lab testing	PW	\$495.00

Town of Johnstown
List of Bills - September 24, 2022 - October 24, 2022

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Kenz & Leslie Distributing	Supplies	PW/PD	\$293.40
Kinsco, LLC	Uniforms	PD	\$579.00
Kissinger & Fellman P.C.	Legal services	ADM	\$976.00
Kosty LLC	Hydrant meter deposit refund	ADM	1,750.00
Larimer County Sales Tax Administrator	Use tax - reimbursement	ADM	\$41,585.10
Law Office of Avi Rocklin LLC	Legal services	ADM	\$2,643.00
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	\$12,508.60
Lazar, Michael	Municipal Court Judge	ADM	\$2,265.00
Life Stories Child & Family Advocacy	Quarterly fees	PD	\$156.00
Loveland Barricade LLC	Street signs	PW	\$570.00
Mac Equipment, Inc	Supplies	PW	\$666.68
Mares Auto Inc.	Vehicle maintenance	PW	\$280.00
Martin Marietta Materials	Water line break repair	PW	\$49,001.00
Massey, LLLP	Easement acquisition costs	PW	\$28,657.00
MEI Total Elevator Solutions	Elevator maintenance	PW	\$1,977.81
MGS Incorporated	Supplies	PW	\$2,053.52
Mike Maroone Ford Longmont	Vehicle maintenance	PW	\$11,275.19
Milliken Johnstown Electric	Maintenance	PW	\$197.06
Moltz Construction Inc.	Low Point expansion	PW	\$1,917,438.96
Mountain States Pipe & Supply	Water meters	PW	\$7,473.33
MTech Mechanical Technologies Group	Equipment maintenance	PW	\$292.00
Municipal Treatment Equipment Inc.	Supplies	PW	\$202.37
Nalco Company LLC	Chemicals	PW	\$6,061.04
Napa Auto Parts, Inc	Vehicle maintenance	PW/PD	\$2,947.27
Northern Engineering	Billback - Engineering services	ADM	\$1,076.25
Northern Safety Co Inc	Supplies	PW	\$47.60
Office Depot Business Credit	Office supplies	ALL	\$793.79
Paul C Benedetti	Billback - Legal services	ADM	\$7,410.00
Paul C Benedetti	Legal services	ADM	\$2,040.00
Pitney Bowes Bank Inc Purchase Power	Postage	ADM	\$684.98
Point Consulting LLC	Professional services	PW	\$5,550.00
Poudre Valley REA	Utilities	PW	\$11,101.96
Precision Pavement Marking	Street maintenance	PW	\$14,295.00
ProCode Inc.	Inspection services	PW	\$15,750.00
Ramey Environmental Compliance Inc.	OCR services	PW	\$22,976.47
Ray Allen Manufacturing	Supplies	PD	\$67.98
Redi Services, LLC	Portolet rentals	PW	\$1,000.00
Rhinehart Oil Co., Inc.	Fuel	PW	\$6,241.05
Roosevelt High School	Homecoming window painting	ADM	\$50.00
RoadSafe Traffic Systems	Street maintenance	PW	\$1,052.00
Roger Day	Water shares	PW	\$45,000.00
S & S Striping & Signage	Street maintenance	PW	\$17,981.40
Security Central, Inc	Fire safety	PW	\$229.95
SMH West, LLC	South water tank	PW	\$741,862.94
Striglos	Software support	ADM	\$10,060.84
Summit Compression LLC	Supplies	PW	\$2,328.63

Town of Johnstown
List of Bills - September 24, 2022 - October 24, 2022

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
TDS (430 S. Parish)	Telephone	ALL	\$3,837.30
The Home Depot/GECE	Supplies	PW	\$388.41
The Tree Farm	Maintenance	PW	\$2,036.24
The Tree Guys LLC	Tree removal	PW	\$3,200.00
Thompson Ranch Development	Reimbursement sales tax	ADM	\$63,083.39
TimberLAN	IT services	ADM/PW	\$2,000.00
TimeValue Software	Software	ADM	\$60.00
T-Mobile	Telephone	PD	\$32.91
Town of Mead	Broadband expenses	ADM	\$310.63
TruGreen Chemlawn	Chemicals	PW	\$2,811.38
U.S. Postal Service	Annual fees	PD	\$108.00
ULINE	Supplies	PW	\$42.84
UMB Bank N.A.	Bond agent fees	ADM	\$400.00
USA Bluebook	Supplies	PW	\$6,645.52
Utility Notification Center of Colorado	Locates	PW	\$776.10
Utility Refunds	Utility refunds	ADM	\$1,171.11
Verizon Wireless	Cell phones	ALL	\$4,223.45
Waste Connections of Colorado Inc.	Waste removal	PW	\$74,856.64
Weld County	County dinner	ADM	\$34.00
Weld County Dept of Public	Lab services	PW	\$650.50
Weld County Public Works Dept	Permit	PW	\$150.00
Weld County RE5 School District	Park reservation refund	ADM	\$20.00
Whiteside's	Uniforms	PW	\$422.90
Whiteside's Boots	Uniforms	PW	\$164.99
Wickham Tractor Co.	Vehicle maintenance	PW	\$3,129.85
Windstream	Telephone/internet	ALL	\$1,543.74
Winters, Hughes & Laue, LLC	Prosecuting attorney services	ADM	\$5,411.25
Workwell Occupational Medicine	Screening	ADM	\$132.50
Xcel Energy	Utilities	ALL	\$85,921.64
Xcite Audiovisuals LLC	Council chambers equipment	ADM	\$12,217.00
			\$13,107,404.70



Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 7, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 11/07/2022 – Regular Council Meeting
- 11/14/2022 – Work Session (6:00 p.m.)
- 11/21/2022 – Regular Council Meeting
- 11/28/2022 – Work Session (6:00 p.m.)

Administration, Finance, Planning, & Human Resources

- *Town Clerk* – Hannah attended the Colorado Municipal Clerk's Association Annual Conference and the Clerk's Office participated in Civics' Day with a mock election.
- *Liquor Licensing* – An application for a new Hotel and Restaurant Liquor License has been submitted by Cocina & Cantina Mexican Restaurant. Town Council will review this application at the December 5, 2022, Council meeting. BM Nail Bar has submitted their renewal application.
- *Finance* – 29 customers were added to trash services this month.

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- *Trash/Recycling Collection Days* – Staff from several departments have worked closely with Waste Connections to transition to an additional trash/recycling collection day starting the week of November 14.
 - East of Colorado Blvd. will be shifted to Wednesdays for both trash and recycling.
 - West of Colorado Blvd. will remain on Mondays for both trash and recycling as normal.
- *Special Events* – The Johnstown Downtown Association has submitted a Special Events Application for the Johnstown Jingle on December 4, 2022, and Staff has begun the internal review process.
- *Municipal Court* – There were 115 cases processed in Municipal Court in the month of September.
- *Larimer County Climate Smart & Future Ready Initiative* – Planning Staff attended a kick-off meeting at the Ranch and will participate on one of the initiative’s Priority Area Work Groups.
- *Weld RE-5J Long Range Task Force* – Kim Meyer participated in the task force meeting on October 25, 2022. The goal of the group is to recommend a strategic plan to the Superintendent and School Board to address short and long term needs of the district.
- *Weld County Oil & Gas Local Governments* – As the COGCC Local Governmental Designee for Johnstown, Kim Meyer, participated in a discussion and meeting of about 15 Local Government Designees (LGD) in Weld County to discuss project reviews, problem-solve issues, and enhance awareness of COGCC updates and changes.
- *Hiring* – The Town just welcomed a new Utility Operator to our team. We are currently searching for another Utility Operator, as well as a Customer Service Technician, Planner III, Backflow and Water Quality Specialist, and Planning and Development temporary admin. We have two Street Maintenance workers starting soon.
- *Open Enrollment* – We are about to wrap up open enrollment for employee benefit selections effective in 2023.
- *Vaccine Clinic* – In partnership with the Library, Weld County, and the State of Colorado, we held a vaccine clinic to provide free access to Flu and COVID vaccines for Town staff. This event was also open to the public.
- *Community Event Engagement* – Town Communications Staff attended the Trick or Treat St. on October 29 and was able to engage with residents and community youth. Staff handed out candy and Town Helpful Phone number magnets to help provide information to residents. The next upcoming event that Town Communications Staff will be present at is the Johnstown Jingle and Town managed Johnstown Christmas Tree Lighting.



- *Town Website Accessibility and Monsido* – The communications team recently brought on board a service called Monsido. This service will help the communications team automate website accessibility testing and maintenance and improve the Town’s website user experience for all residents.
- *Town Veteran Banners (light pole)* – After Veterans’ Day, the Town’s Johnstown Honors program banners will come down until next season (May 2023). These banners will be kept (and some replaced) and prepared to be hung again for next year. The Johnstown Honors program continues to accept new service member banner applications and the online exhibit will continue to be live on the website:
johnstown.colorado.gov/Johnstownhonorsonline
- *Shop Local Campaign* – The Economic Development Department is working with the Communication Team to develop a Shop Local Campaign for the upcoming holiday season which will highlight and feature local Johnstown businesses and encourage residents to shop local. The campaign is expected to be launched in mid-November and last through December. Since the Shop Local Campaign will highlight brick & mortar businesses, the Town will not have a business of the month for November.
- *Downtown Johnstown Branding & Wayfinding Project Update* – Kristin, from Michael Baker International, will be presenting to Council on November 21 regarding the community outreach and survey that was conducted during Phase 1 of the project. The presentation was originally set for November 7 but has since been rescheduled. The Economic Development Department will notify our business community about the presentation and encourage attendance at the Town Council meeting. The following steps will be to publish the report online and provide the community an opportunity to review the results. The Town will also begin Phase 2 of the project, which is Brand Design, that will be launched with a Town Council Work Session in late November.
- *Downtown Johnstown Façade Grant Program* – Town Council budgeted \$35,000 for the Façade Program in 2022. Staff is happy to announce that all funds have been earmarked for façade improvement projects in the downtown corridor. The Town was able to award 6 local businesses and all projects will be completed by end of year to receive reimbursement for the façade improvements.

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Police Department

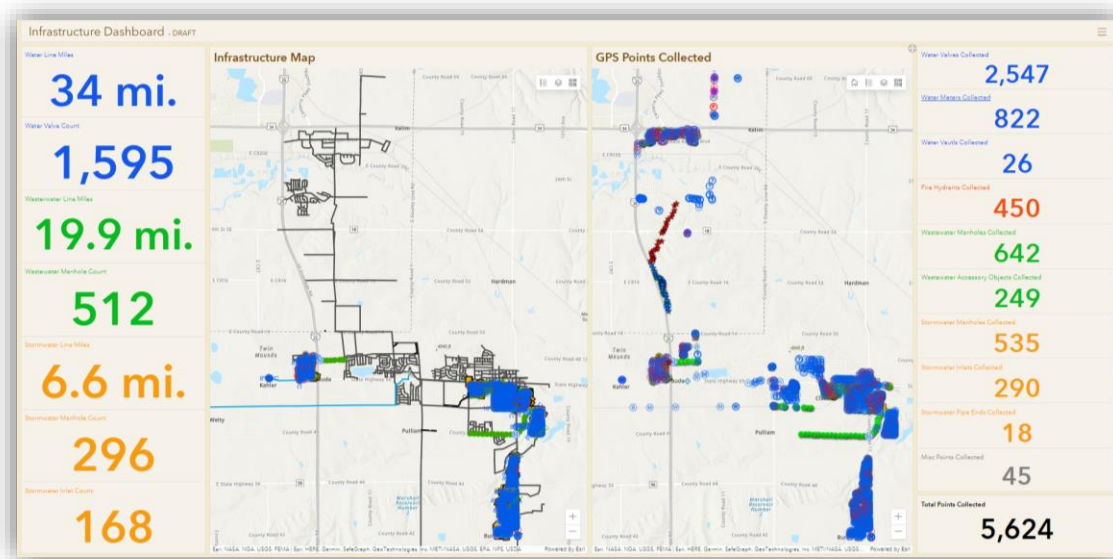
Training

- *CAD Training* – The entire department received training on the new Computer Aided Dispatch (CAD) system that is going to be pushed out to all Weld County Agencies on November 1.
- *Use of Force Training* – The entire department received training at the Loveland Fire training grounds in force on force scenarios, utilizing simunition rounds. The scenarios were created using events that have actually happened in the Northern Colorado area.
- *Internal Affairs Training* – Lt. Williams attended a weeklong internal investigations course, where he will expand his knowledge of internal investigations.

Public Works and Utilities

- Testing and Inspections:
 - Thompson River Ranch Clubhouse 280’ sewer main inspected.
 - Pintail – 2,280’ water main tested.
 - Granary – 5,000’ water main tested, 4,857’ sewer main tested and, 24 manholes tested.
 - Ledge Rock – 500’ sewer main inspected, 24 services.
 - Johnstown Village M&N – 1,000’ water main inspected, 2,300’ sewer main tested.
 - Water Tower – 180’ 16” water main inspected.
 - Central Phase II – 1,190’ sewer main inspected, 810’ sewer main tested.
 - Proof Roll 500’ Linear Fee (LF) of subgrade for asphalt paving bottom lift.
 - High School - CR 13 Entrance inspected and approved inlet for ditch transition, proof roll 938 LF of subgrade prior to treatment.
 - Venture Avenue - Proof Roll 400 LF of 5’ sidewalk.
 - Thompson River Ranch County Road 3 - proof rolled 350 LF of Aggregate Base Course (ABC) for Hot Mix Asphalt (HMA) bottom lift. Inspected CR 3 North of River Ranch Pkwy to Bridge that failed approximately 185 LF of bottom lift of asphalt. Repairs completed on October 31, 2022.
 - Thompson River Ranch Filing 12 - Final acceptance walk generated 33 item punch-list to be corrected over the next 30 days. Approved 5,972 LF of curb/gutter and walk. Approved 2986 LF of roadway.
 - The Granary - Proof roll subgrade and inspected 4,521 LF of rollover curb/gutter – approved. Inspected 10 inlet rebar cages prior to pouring concrete – approved.
 - Parish/CR 17 - Acceptance walk for CR 17, 21,840 LF of paving and shoulders – approved.
- Streets and Fleet
 - Installed 128’ of sod at the cemetery.
 - Ordered 250 tons of salt for winter operations.
 - Prepared 3 burials at the cemetery.
 - Streets Staff attended the Snow and Ice Conference in Loveland.

- Started annual irrigation line blowout at for Town owned properties.
- Conducted 9 Preventative Maintenance (PM) checkups to various vehicles and equipment.
- Completed 8 miscellaneous repairs in-house to various vehicles and equipment. –
- Continued working on software integration of the new fleet tracking software program RTA.
- Outfitted all snowplow implements onto equipment for this winter.
- **GIS/GPS: Data Collection Information**



- **Treatment**
 - Avg October Flows
 - Water Treatment: 2.416 MGD
 - Low Point Wastewater: 0.293 MGD
 - Central Wastewater: 0.781 MGD
 - Geosmin/MIB levels decreased in Lone Tree based on last sampling.
 - We continue to work with our vendor on fine tuning the Ultra Sonic Buoys to address Geosmin/MIB level in Town Lake.
 - GAC change out is scheduled to start early November.
- **Utilities Sewer Collection & Water Distribution**
 - 2 Water breaks were repaired on unknown waterline paralleled to SH60
 - Locates: 312 curb stops & 15,600 ft of water and sewer main lines
 - Shut Offs: 15 services were shut off in October for nonpayment.
 - Programmed/Installed 36 Meters/MTUs: 15 New and 21 Replacements
 - Monthly Manual Reads: 44 Hydrant Meters & 45 Residential Meters
- **Raw Water Transmission** – The project has been awarded to Civil Resources. Town Staff is working with Civil Resources to gather historic information on the Towns Raw Water Systems.

- *South Water Tank* –The Tank was successfully raised on September 12. The tank crews are remobilizing to finish the roof and internal piping/electrical. Once the final structure is complete, the paint crews will mobilize to finish coating the outside and inside of the tank.



- *South Water Tank Distribution Pipeline* –The contractor is working on installing mainline along WCR 13. The contractor is working north to south between Hwy 60 and WCR 42 for the next several weeks. Town staff is working with adjacent property owners and the Hillsborough Ditch Company to complete the final bore in November.
- *Water Treatment Plant Expansion* –Town Staff, the design engineer and the owner’s rep are working together to select the criteria for the membranes and new site layout options. Once the criteria are set the Town will issue an RFP to solicit proposals for selecting the membranes. The membrane selection will allow the design to keep progressing forward. In addition, Town Staff is working on issuing an RFP to select a CMAR for design services.
- *Central Interceptor Phase 1* – The contractor is wrapping up some small items while collection and distribution staff is working with them to optimize the performance of the lift station.
- *Central Interceptor Phase 2* – Contractor is installing sewer main along WCR 46 between CR 15 and CR 13. The bore crew is wrapping up the bore under the railroad tracks which is necessary to abandon the Clearview Lift Station.
- *North Interceptor* –The contractor has begun preparing the site for the new lift station and providing project submittals to the Town and the design engineer for review to be able to procure equipment/materials. Weld County has approved the building permit for the new lift station. The contractor is ordering long lead items to ensure that the project is

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completed on time. In addition, Town Staff is continuing to coordinate with property owners to acquire all necessary easements.

- *Low Point Sewer Expansion* – Masonry work is complete on the MBR building and roofing has begun. The contractor will begin installing equipment in the MBR building as it arrives on site. The masons have begun working on the headworks building. The contractor is continuing to install process piping and backfilling operations around the new buildings.
- *Central Plant Design* – The Design Engineer is working with CDPHE on the Site Location and Chemical Modification approvals. Town Staff continues to review the design and provide direction to the Design Engineer. The Town received a proposal for the CMAR design services and has signed a contract with Moltz Construction which is included as an informational item in this Council Packet.
- *Charlotte Street Improvements* – The Kick-Off meeting was held, and the contractor has ordered water and sewer piping. Contractor stated pipes are delayed due to low supply and project is scheduled to begin the week of November 7.
- *County Road 17/Parish Ave Mill and Overlay* – The project is complete and has passed inspection.
- *Traffic Signal Design for Carlson Blvd and State Highway 60* – Design for the traffic signal is complete and CDOT is reviewing the bid packet. Once approved the project will go out to bid. The IGA for MMOF funding is scheduled for Council approval on November 7.
- *State Highway Feasibility Study* – The Town and consultant presented findings to the Council at the October 24 work study session and will present at the Town Council regular session on November 7.
- *Little Thompson River Trail*- Design for the trail is 95% complete and final approval from CDOT permitting the Town to advertise for bid is eminent. Town Staff and the design firm are currently working on the Request for Proposal documents and working on a release date for the proposal, anticipated in November.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 7, 2022

SUBJECT: High Plains Boulevard Construction Time Extension Request

ACTION PROPOSED: Consider Time Extension Request

ATTACHMENTS: 1. Letter from Oakwood Homes Development
2. Timeline of Events

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The Town entered into a Subdivision Development Agreement (DA) with Clayton Properties Group II, LLC (Oakwood Homes) for Filing No. 12 in September 2021. The DA included obligations for completion of High Plains Boulevard interim improvements. These improvements were to be completed not later than October 31, 2022 to prevent a stop issuance of building permits. Due to supply chain issues for electrical equipment and materials, difficult conditions with regards to water table issue impacted by the Big Thompson River and 3rd party reviews with other governmental agencies and developers, the construction has yet to be completed.

For the sections within the Town limits (generally south of the Big Thompson Bridge to County Road 18), Oakwood is requesting an extension to complete these improvements by November 30, 2022. Most of this segment has been completed with the exception of the access points from the new roadway connecting to Thompson River Ranch Pkwy and the Big Thompson Bridge. To complete these segments, High Plains Boulevard will need to be shut down temporarily to complete the tie-ins into the subdivision and the bridge that crosses the Big Thompson.

Another, but new requirement as part of Filing 12, was an obligation to pave the unpaved section of High Plains Boulevard north of the bridge to the section of currently paved road north of LCR 20C. This objective has not been completed by October 31, 2022, as required. Oakwood is requesting an extension for this road segment to July 31, 2023. Plan sets were submitted to Larimer County in April 2022, and they are still awaiting approval from Larimer County.

The terms of the DA are somewhat conflicting. They authorize the Town Manager to provide extensions of time (assuming they are appropriate), but also calls for all improvements to be completed not later than October 31, 2022 or risk a stoppage of building permits. Given the influence of outside 3rd parties to these

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complex improvements. I am recommending these extensions be approved to help facilitate the completion of these improvements considering Oakwood has been acting in good faith to complete these improvements as diligently as possible. These extensions would not include stoppage of building permits.

Staff will continue to work with Oakwood to ensure these elements are completed based on these requested extensions.

UPDATE:

Since this item was discussed, Oakwood and their contractor have continued to work on the necessary construction. The Town authorized the requested road closures along High Plains Boulevard as requested. In general, road closures require a 7-day cure period to provide notice. The road was officially closed on October 20.

Also enclosed is an overview of the historical sequencing of these improvements. This timeline illustrates some of the impacts due to both surface conditions and outside influences including contractors and supply chain issues to provide a clearer understanding of the situation.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Authorize the extension of time as requested. The next Town Council meeting that this issue would be up for discussion is December 5. It may be more appropriate to provide an extension until this meeting when, if desired, Council can receive an updated status at that time from Oakwood.

SUGGESTED MOTIONS:

For Approval: I move to approve the extension of times requested by Oakwood for the High Plains Boulevard improvements as detailed in the attached letter from Oakwood Homes.

For Denial: I move to deny the request for a time extension and direct the Town Manager to enforce the terms of the Filing No. 12 agreement inclusive of stoppage of all building permits.

Reviewed and Approved for Presentation,



Town Manager

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OAKWOOD
HOMES

A Berkshire Hathaway Company

Chris Carlton
Clayton Properties Group II, Inc.
4908 Tower Road
Denver, CO 80249

Matt LeCerf
Town of Johnstown
450 S Parish Ave. PO Box 609
Johnstown, CO 80534

October 13, 2022

Dear Mr. LeCerf,

Pursuant to the Subdivision Development and Improvement Agreement for The Town of Johnstown Thompson River Ranch Filing No. 12, Exhibit B-3 – Additional Terms, Conditions or Provisions, we are requesting a time extension to complete High Plains Boulevard – Interim Arterial, High Plains Blvd Paving Completion and High Plains Blvd – Big Thomson Bridge Interim Improvements.

High Plains Boulevard – Interim Arterial was to be completed by October 31, 2022. We are diligently working to complete this roadway, but there are elements of the roadway that will not be completed by the end of October. We would like to ask for an extension to November 30, 2022.

- Outstanding Items to complete
 - Street tie-in at River Ranch Parkway
 - Street tie-in at CR 3 just south of the Big Thompson River
 - top lift of asphalt
 - Sidewalk
 - Street signage & striping

High Plains Boulevard – Paving Completion and Big Thompson River Bridge Interim improvements were also to be completed by October 31, 2022. To summarize, the improvements consist of two 12-foot wide asphalt traffic lanes with five foot paved shoulder on each side. The limits of the proposed paving are just north of CR 20 C to the existing edge of asphalt and where High Plains Blvd Interim Improvements end just south of the Big Thompson River.

We first submitted plans to Larimer County in April 2022 for the ROW permit. In June, Larimer County decided a Floodplain Permit was also required for the road work. As such, we have been actively working with Larimer County for plan approval. We hope we will be able to start in November, but with winter approaching starting in November would not allow enough time to complete the paving operation. Therefore, we are requesting an extension for this portion of CR 3 to July 31, 2023

Regards,
Chris Carlton

Event – South of BT Bridge	Date
Contacted PVREA and informed PVREA that Overhead Electric would need to be relocated	October 15, 2020
Hillsborough Approves New Bridge/Culvert Design	November 25, 2020
Hillsborough Bridge/Culvert Completed (When water isn't in the Ditch)	May 4, 2021
Electric Design and Construction Contract Signed with PVREA	July 2, 2021
Town & Oakwood Approve Filing 12 Development Agreement	September 20, 2021
Communication from Oakwood	<p>February 8, 2022 –</p> <p>Northern Section</p> <ul style="list-style-type: none"> o We were unable to pass a subgrade proof roll due to high ground water. The groundwater elevation at time of construction was 4ft to 7ft higher than test bores indicated in the spring of 2021. The high-water table and volume of water encountered in November of 2021 forced our geotechnical engineer and civil engineer to produce a groundwater mitigation plan to provide permanent dewatering into an existing underdrain installed in Thompson River Ranch. Encountering the ground water issue in November did not allow for enough time to design the mitigation plan, construct the mitigation plan and complete the roadway prior to winter. <p>Southern Section</p> <ul style="list-style-type: none"> o Conflicts with an existing CenturyLink communication line halted the project until November 30, 2021. Until this line was relocated work on the curb and gutter could not begin. CenturyLink was notified of the issue on March 26, 2021, and took CenturyLink 8 months to complete the work. Curb and gutter were installed in December 2021, but we were unable to pave prior to winter halting paving operations.
Electric Construction Completed by PVREA	April 14, 2022
Event – North of BT Bridge	
LTWD provides locates and survey is gathered	January 13, 2021

Contract with Galloway Construction for Design Plans for High Plains Blvd. North of Bridge Executed	November 18, 2021
Utility Locates are ordered prior to Survey	December 19, 2021
Utility Locator notifies they are unable to locate Little Thompson Water District (LTWD) Water Line	January 11, 2022
Larimer County provides confirmation on design approach and submittal process for plan review	February 24, 2022
Plan Set Completed and Submitted to Larimer County for Consideration	April 13, 2022
Due to large amount of dry and wet utilities along road corridor, potholing of all underground utilities is requested by Oakwood	May 2, 2022
After Contacting Larimer County for review status, County states maintenance agreement with TOJ, Floodplain Development Permit and ROW permit will be required	May 6, 2022
After review, County states Floodplain Development Permit will not be needed	May 10, 2022
Pothole date of existing utilities is gathered	May 16, 2022
After Contacting Larimer County for review status, County states still working on maintenance agreement with TOJ; will review new set of plans when submitted with ROW permit	June 8, 2022
After further review, County reverses previous statements and states that Floodplain Development Permit, along with No-Rise certification will be required	June 15, 2022
TOJ is informed that there may be delays due to Floodplain Development Permit process	June 17, 2022
Larimer County is asked how County Road design and construction should be addressed in the Floodplain	June 20, 2022

Larimer County provides guidance regarding Floodplain design and construction	July 8, 2022
Research undertaken and completed with Larimer County records to define limits of ROW due to concerns with records in area	August 10- August 24, 2022
After ROW is defined, Galloway reviews and incorporates County comments on plans, dry utility locates and pothole data with exhibit, and creates floodplain development permit documentation and application. Documents are forwarded to Oakwood for review and signature.	August 24, 2022 – September 1, 2022
Documents are signed and submitted to Larimer County	September 9, 2022
Updated storm drain design per County comments showed conflict with LTWD line; LTWD is sent plans for review	September 9, 2022
After Contacting Larimer County for review status, County states they are still reviewing plans and have comments regarding Floodplain; County requests meeting to review on October 17	October 13, 2022
Larimer County meets with Galloway and requests all floodplain submittal items be resubmitted and analyzed using a new preliminary flood map that had not been previously requested.	October 17, 2022
Galloway updates floodplain submittal items per new County requirements	October 17, 2022 – October 24, 2022
LTWD completes review of plans and provides comments	October 24, 2022
After correspondence, LTWD requests all construction work from plans be completed in “low flow” winter season due to water line being main connection to north of US34; LTWD to provide notes and details they want incorporated in the plans	October 26, 2022
Planned submittal date to Larimer County for final approval once LTWD details and notes are provided and design is incorporated into plans	October 31, 2022



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 07, 2022

SUBJECT: Resolution 2022-44 Approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan (SUB22-009)

ACTION PROPOSED: Hold Public Hearing and Consider Resolution 2022-44 on First Reading, Approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan

ATTACHMENTS:

1. Resolution 2022-44
2. Vicinity Map
3. Subdivision Plat
4. Development Plan
5. PZC Agenda Memorandum for Preliminary/Final Plat
6. Staff Presentation
7. Applicant Presentation

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

The Applicant, R&M Holdings, requests consideration of a Preliminary/Final Subdivision Plat encompassing approximately 20 acres of land.

The property is located on the west of Larimer County Road 3 (High Plains Blvd.), south of the existing Thompson Crossing II neighborhood (see Attachment 2). The proposed plat and development plan include four (4) single-family detached lots, ranging in size from 1.25 acres to 5.82 acres, and over nine (9) acres of open space. The required dedication of 2-acres of land for a park will be alternatively fulfilled with a cash in lieu payment which was determined by the Public Works department.

The Community That Cares

johnstown.colorado.gov

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

This property has historically been undeveloped land. The property was annexed as the WRFG Annexation, Ordinance 2000-639, and zoned, PUD-MU, under Ordinance 2000-646. While the subject property was included in early-2000s PUD concept and preliminary plans for the Thompson River Ranch development area, this land was held by the original owners and never transferred/sold to those Developers or the Thompson River Ranch Metro District, so remained privately owned. It was recently sold to the Applicant. Based on approved 2005 PUD plans and plats for that development, this parcel was included within its bounds, with the northern portion of the parcel intended for future developable area, approximately 4.5 acres.

The Planning & Zoning Commission (PZC) held a public hearing on October 12, 2022, to consider the proposed project, the Planning & Zoning Commission Agenda Memorandum (Attachment 6) provides background and historical use of the property. Public comments have centered mostly on concern for the wetlands and drainage area, which this proposed development would protect; and the impact on views from immediately adjacent homes.

The Johnstown Review Committee reviewed this project and provided redlines and comments, which have been addressed by the Applicant. Based upon the materials submitted, analysis, and findings, the PZC approved a motion (4-0) to recommend to Town Council approval of this Preliminary/Final Subdivision Plat and Development Plan.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Approve Resolution 2022-44 approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan.

SUGGESTED MOTIONS:

For Approval

I move that the Town Council approve Resolution 2022-44 approving the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan.

For Denial

I move that the Town Council deny Resolution 2022-44.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-44**

APPROVING THE PRELIMINARY / FINAL PLAT AND PRELIMINARY / FINAL DEVELOPMENT PLAN FOR THOMPSON RIDGE ESTATES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CONSISTING OF APPROXIMATELY 20.05 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, R&M Holdings, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat and Preliminary/Final Development Plan for Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, and consisting of approximately 20.05 acres; and

WHEREAS, on October 12, 2022, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Plat and Final Development Plan; and

WHEREAS, on November 7, 2022, 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 public hearing, found that the Final Plat and Final Development Plan for Thompson Ridge Estates meet the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Final Plat and Final Development Plan for Thompson Ridge Estates.

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 Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, and consisting of approximately 20.05 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 Thompson Ridge Estates, 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 record the Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of November, 2022.

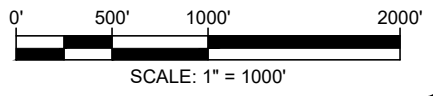
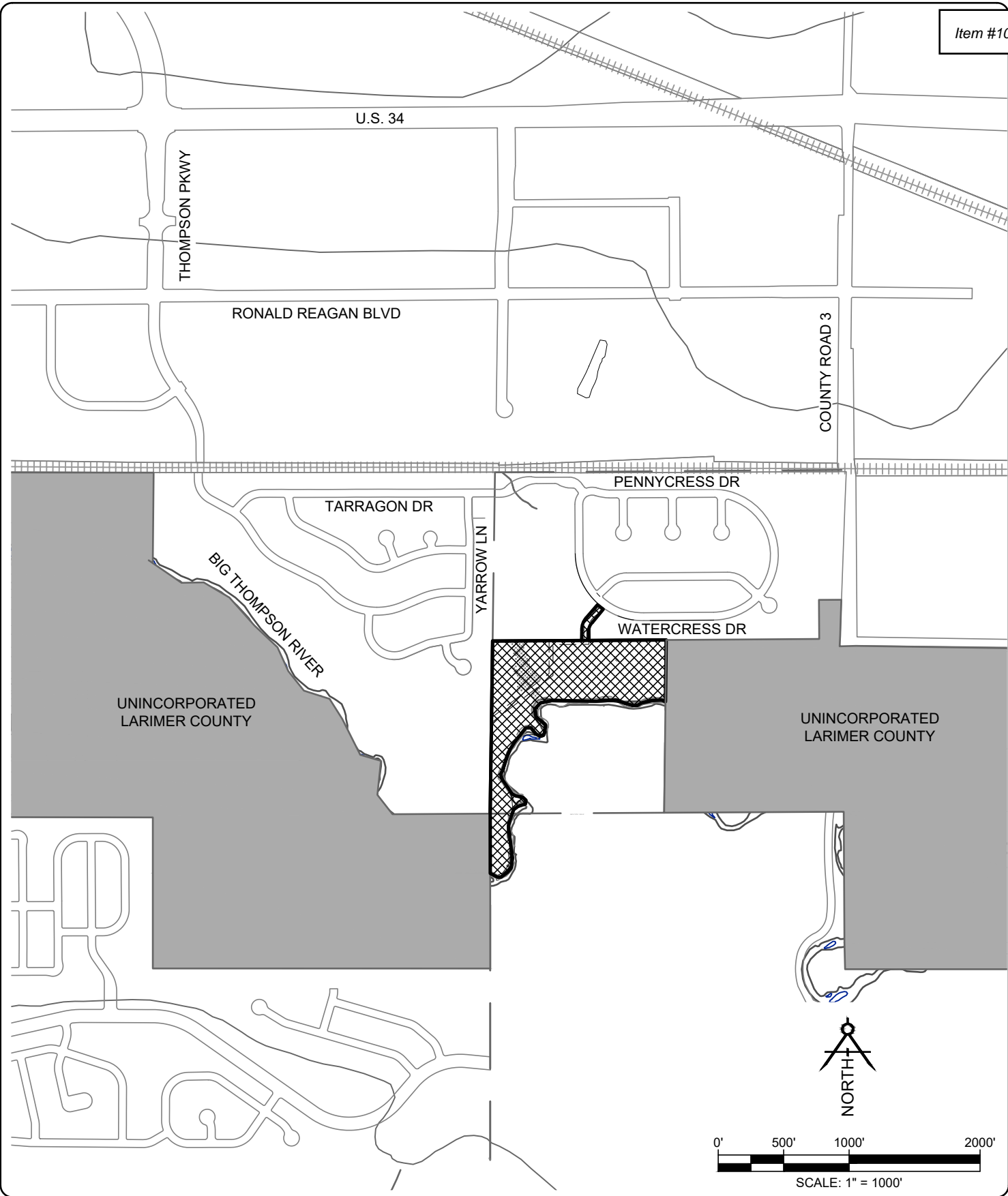
ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

Item #10.



UNITED CIVIL
Design Group

19 OLD TOWN SQUARE #238 | FORT COLLINS, CO 80524 | (970) 530-4044 | www.unitedcivil.com

THOMPSON RIDGE ESTATES
VICINITY MAP

DATE: May 22, 2022

PREPARED FOR: R&M HOLDINGS, LLC

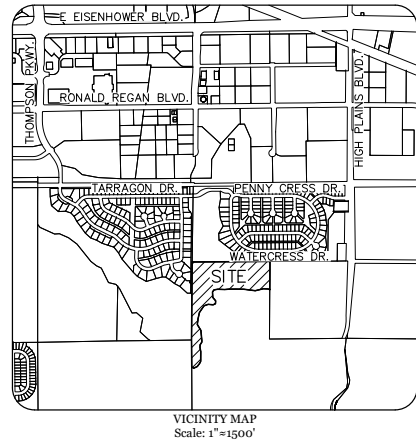
JOB NUMBER: U19019

SHEET 1 OF

NOTE: THIS EXHIBIT WAS PREPARED FOR INFORMATION ONLY AND THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE OF THEM.

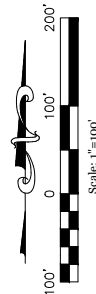
THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP
Scale: 1"=1500'

SOUTH 1/16 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
2"ALUM. CAP STAMPED
S 1/16 SEC 14
LS 20676, 1999



N89°39'17"E 1326.13'

CALCULATED POINT
SOUTHEAST 1/16 CORNER
SEC. 14, T.5N., R.68W.

FOUND REBAR WITH
3.25"ALUM. CAP STAMPED
14.0' WC SE 1/16 SEC 14
LS 16847, 2003

THOMPSON RIVER, FILING 1
20.05 ACRES

TOP OF RIVER BANK

DEED LINE

~BIG THOMPSON RIVER~

S0°41'58"W 471.76' 477.62' (DEED)

S0°41'58"W 1319.57'

(BASIS OF BEARINGS) N0°48'15"E 1318.83'

P.O.B
SOUTH 1/4 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
2.5"ALUM. CAP STAMPED
S 1/4 SEC 14
PLS 38512, 2016

S89°41'19"W 1328.53'

EAST 1/16 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
3.25"ALUM. CAP STAMPED
E 1/16 SEC 14
LS 16847, 2003

CENTER 1/4 CORNER
SEC. 23, T.5N., R.68W.
FOUND REBAR WITH
2.5"ALUM. CAP STAMPED
CNTR 1/4 SEC 14
LS 12374, 1993

STATEMENT OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT (THE UNDERSIGNED), BEING ALL THE OWNERS AND LIEN HOLDERS OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPT ANY EXISTING PUBLIC STREETS, ROADS OR HIGHWAYS, WHICH PROPERTY IS LOCATED IN SECTION 14 AND SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND THE NW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION CONTAINED CONVEYED TO EXIT 223, LLC, A COLORADO LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED RECORDED OCTOBER 4, 2013 AT RECEPTION NUMBER 20130075805, LARIMER COUNTY RECORDS.

ALSO BEING DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE SOUTH QUARTER OF SAID SECTION 14, BEING MONUMENTED ON THE SOUTH BY A 2 1/2' CAP STAMPED 'LS 37911' AND ON THE NORTH BY A 3 1/4' CAP STAMPED 'LS 20676' AND IS CONSIDERED TO BEAR NORTH 00°48'15" EAST, A DISTANCE OF 1318.83 FEET;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14; THENCE NORTH 00°48'15" EAST ALONG SAID WEST LINE, A DISTANCE OF 1318.83 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 14; THENCE NORTH 89°39'17" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1326.13 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 14; THENCE SOUTH 00°41'58" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 477.62 FEET; THENCE ALONG THE CENTERLINE OF THE BIG THOMPSON RIVER, THE FOLLOWING THIRTY (30) COURSES: NORTH 66°03'45" WEST, A DISTANCE OF 30.42 FEET; NORTH 86°38'15" WEST, A DISTANCE OF 80.00 FEET; SOUTH 76°29'25" WEST, A DISTANCE OF 142.88 FEET; NORTH 82°25'37" WEST, A DISTANCE OF 195.76 FEET; NORTH 88°21'22" WEST, A DISTANCE OF 140.03 FEET; NORTH 90°00'00" WEST, A DISTANCE OF 120.08 FEET; SOUTH 84°32'10" WEST, A DISTANCE OF 66.13 FEET; NORTH 87°25'12" WEST, A DISTANCE OF 120.11 FEET; SOUTH 81°12'12" WEST, A DISTANCE OF 64.82 FEET; SOUTH 34°21'42" WEST, A DISTANCE OF 44.76 FEET; SOUTH 02°50'15" EAST, A DISTANCE OF 91.13 FEET; SOUTH 39°45'07" EAST, A DISTANCE OF 76.19 FEET; SOUTH 03°27'10" WEST, A DISTANCE OF 49.01 FEET; SOUTH 65°28'08" WEST, A DISTANCE OF 45.17 FEET; NORTH 84°51'14" WEST, A DISTANCE OF 85.29 FEET; SOUTH 71°04'54" WEST, A DISTANCE OF 75.08 FEET; SOUTH 35°01'55" WEST, A DISTANCE OF 137.07 FEET; SOUTH 12°45'45" WEST, A DISTANCE OF 110.22 FEET; SOUTH 07°20'06" WEST, A DISTANCE OF 98.17 FEET; SOUTH 30°38'01" EAST, A DISTANCE OF 119.09 FEET; SOUTH 04°54'10" EAST, A DISTANCE OF 175.84 FEET; SOUTH 05°20'19" WEST, A DISTANCE OF 24.64 FEET; SOUTH 32°13'34" WEST, A DISTANCE OF 52.67 FEET; SOUTH 04°14'29" WEST, A DISTANCE OF 44.68 FEET; SOUTH 10°47'48" EAST, A DISTANCE OF 70.55 FEET; SOUTH 00°33'45" WEST, A DISTANCE OF 168.32 FEET; SOUTH 29°30'17" WEST, A DISTANCE OF 43.61 FEET; SOUTH 37°30'32" WEST, A DISTANCE OF 62.41 FEET; SOUTH 65°20'55" WEST, A DISTANCE OF 67.26 FEET; NORTH 60°17'03" WEST, A DISTANCE OF 37.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 00°00'45" EAST ALONG SAID WEST LINE, A DISTANCE OF 461.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 20.05 ACRES OR 873,438.23 SQUARE FEET, MORE OR LESS

(OWNER).

BY: _____
(NAME)

STATE OF COLORADO)
)SS
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY
AS _____

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVALS:

TOWN COUNCIL

THIS PLAT TO BE KNOWN AS THOMPSON RIDGE ESTATES WAS APPROVED BY ACTION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S STATEMENT:

I, CHAD R. WASHBURN, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF THOMPSON RIDGE ESTATES WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.
DATED THIS _____ DAY OF _____, 2022.



CHAD R. WASHBURN, COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



www.WashburnSurveying.com
4025 Automation Way, Suite C4
Fort Collins, CO 80525
970-232-9645

Sheet # of 5 Project #: 2019-0031 Date: September 20, 2022 Scale: 1"=100' Drawn: CDB

TITLE COMMITMENT NOTES:

FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, WASHBURN LAND SURVEYING, LLC RELIED UPON TITLE COMMITMENT ORDER NUMBER 459-H0561115-081-TMY, BY HERITAGE TITLE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 16, 2019 AT 5:30 P.M.

GENERAL NOTES:

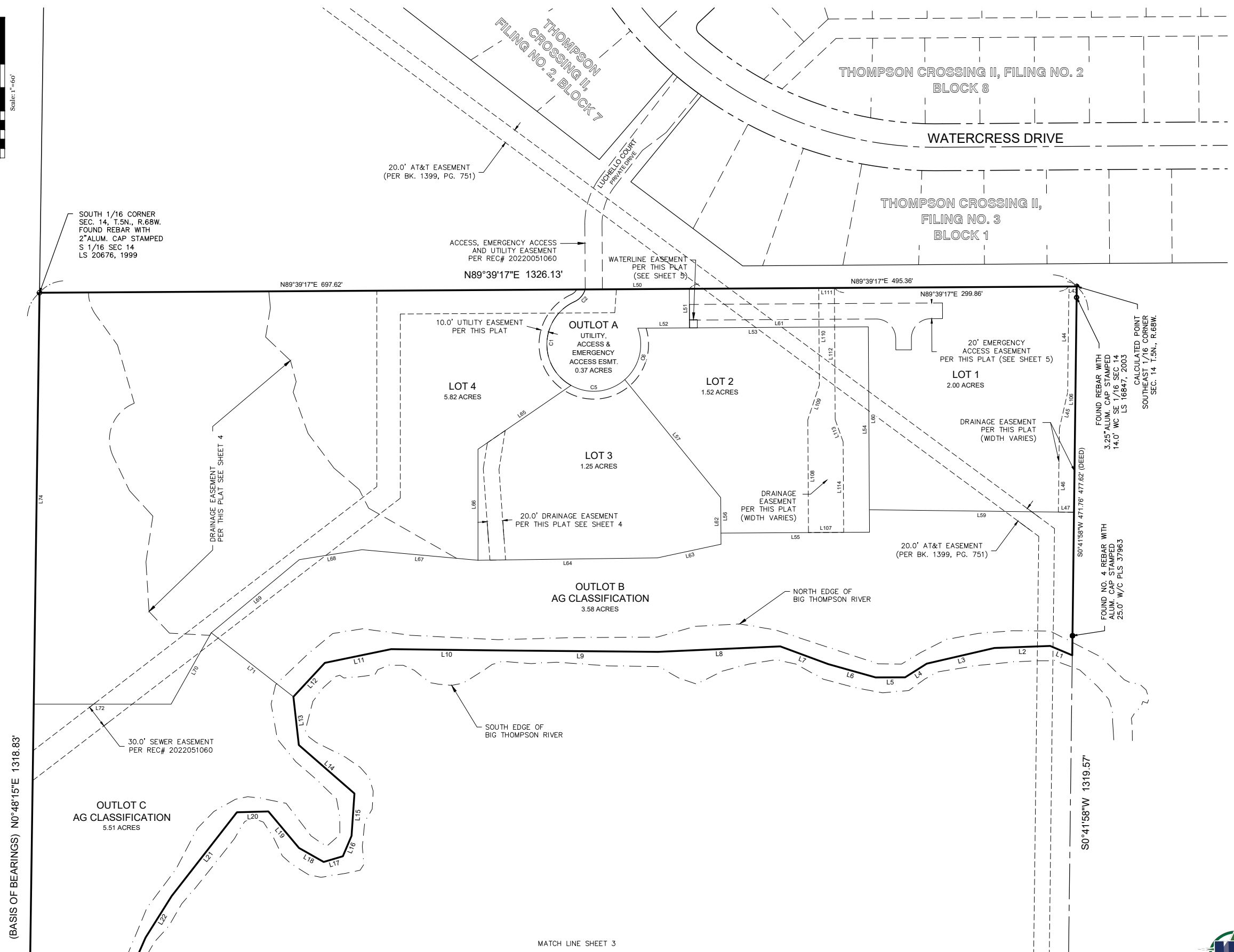
- DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF LARIMER COUNTY, COLORADO.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTH QUARTER OF SECTION 14 TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN. SAID LINE IS ASSUMED TO BEAR N 00°48'15" E AND IS MONUMENTED AS SHOWN HEREON.
- PER C.R.S. 38-51-106, ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATION.

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



SOUTH 1/16 CORNER SEC. 14, T.5N., R.68W. FOUND REBAR WITH 2"ALUM. CAP STAMPED S 1/16 SEC 14 LS 20676, 1999

20.0' AT&T EASEMENT (PER BK. 1399, PG. 751)

ACCESS, EMERGENCY ACCESS AND UTILITY EASEMENT PER REC# 20220051060 N89°39'17"E 1326.13'

WATERLINE EASEMENT PER THIS PLAT (SEE SHEET 5) L50

THOMPSON CROSSING II, FILING NO. 2 BLOCK 8

WATERCRESS DRIVE

THOMPSON CROSSING II, FILING NO. 3 BLOCK 1

OUTLOT A UTILITY, ACCESS & EMERGENCY ACCESS ESMT. 0.37 ACRES

LOT 4 5.82 ACRES

LOT 2 1.52 ACRES

LOT 1 2.00 ACRES

LOT 3 1.25 ACRES

20' EMERGENCY ACCESS EASEMENT PER THIS PLAT (SEE SHEET 5)

DRAINAGE EASEMENT PER THIS PLAT SEE SHEET 4

20.0' DRAINAGE EASEMENT PER THIS PLAT SEE SHEET 4

DRAINAGE EASEMENT PER THIS PLAT (WIDTH VARIES)

20.0' AT&T EASEMENT (PER BK. 1399, PG. 751)

FOUND REBAR WITH 3.25"ALUM. CAP STAMPED 14.0' WC SE 1/16 SEC 14 LS 16847, 2003
CALCULATED POINT SOUTHEAST 1/16 CORNER SEC. 14 T.5N., R.68W.

FOUND NO. 4 REBAR WITH ALUM. CAP STAMPED 25.0' W/C PLS 37963

OUTLOT B AG CLASSIFICATION 3.58 ACRES

NORTH EDGE OF BIG THOMPSON RIVER

SOUTH EDGE OF BIG THOMPSON RIVER

OUTLOT C AG CLASSIFICATION 5.51 ACRES

30.0' SEWER EASEMENT PER REC# 2022051060

(BASIS OF BEARINGS) N0°48'15"E 1318.83'

S0°41'58"W 1319.57'

MATCH LINE SHEET 3

LEGEND

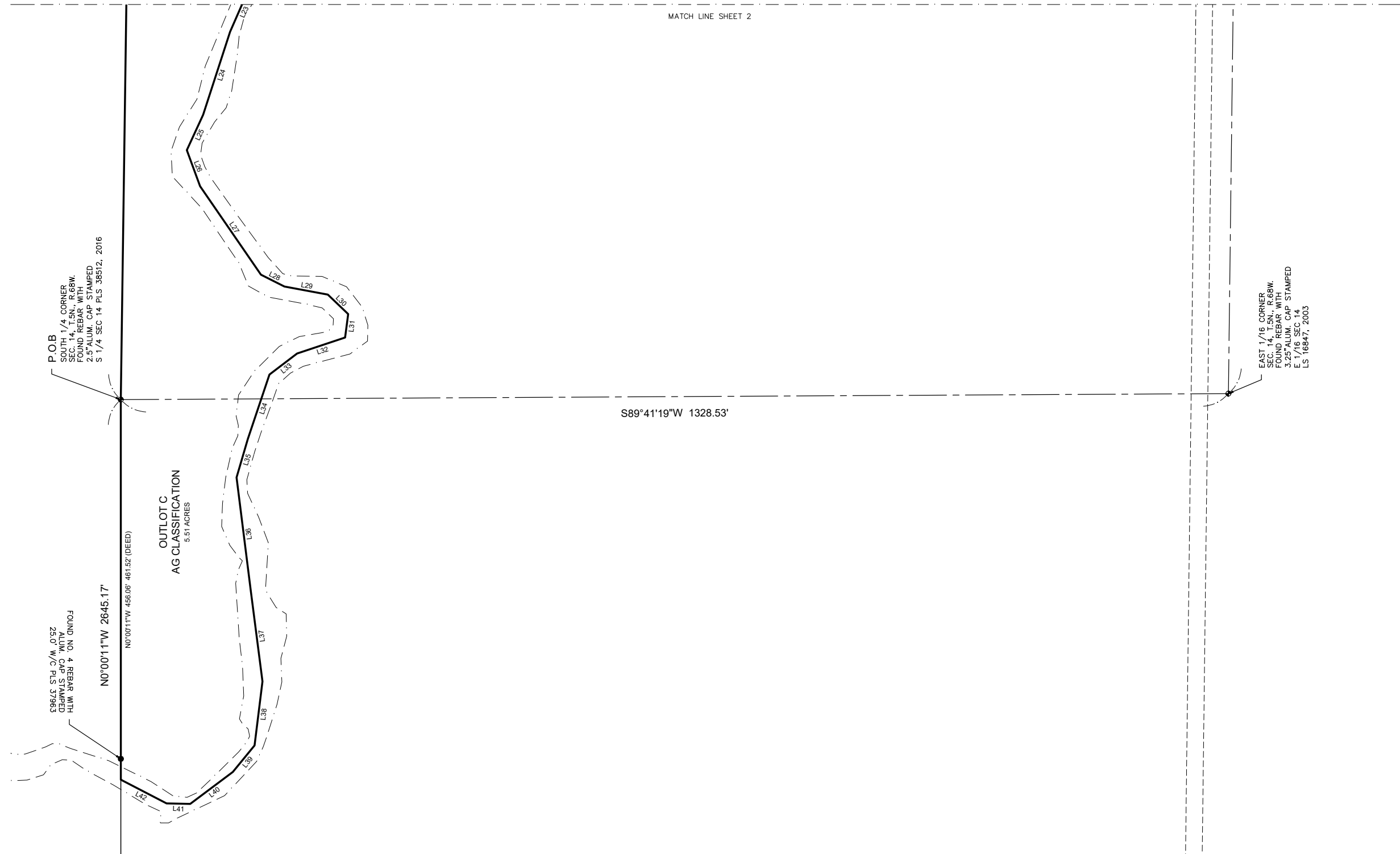
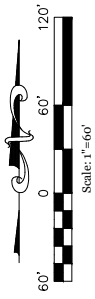
- FOUND MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND REBAR WITH ALUM. CAP AS NOTED
- LINE-TYPES AND HATCHING
- LOT LINE
- - - EXISTING EASEMENT
- · - · - PROPOSED EASEMENT
- · - · - BUILDING ENVELOPE
- · - · - EDGE OF RIVER
- ▨ MARSH AREA



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4025 Automation Way, Suite C4
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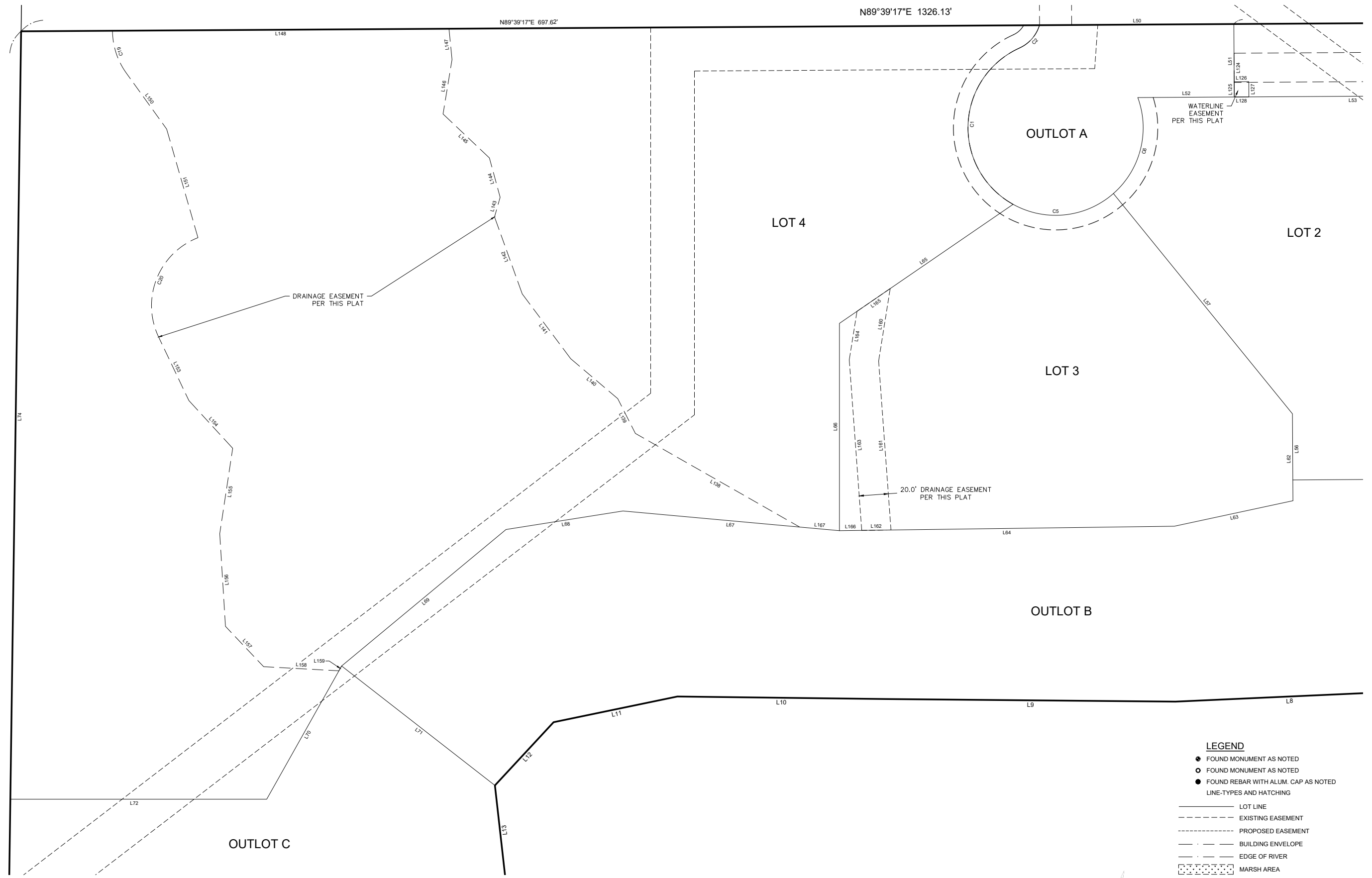
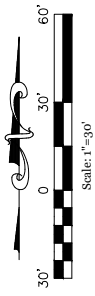
THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



THOMPSON RIDGE ESTATES

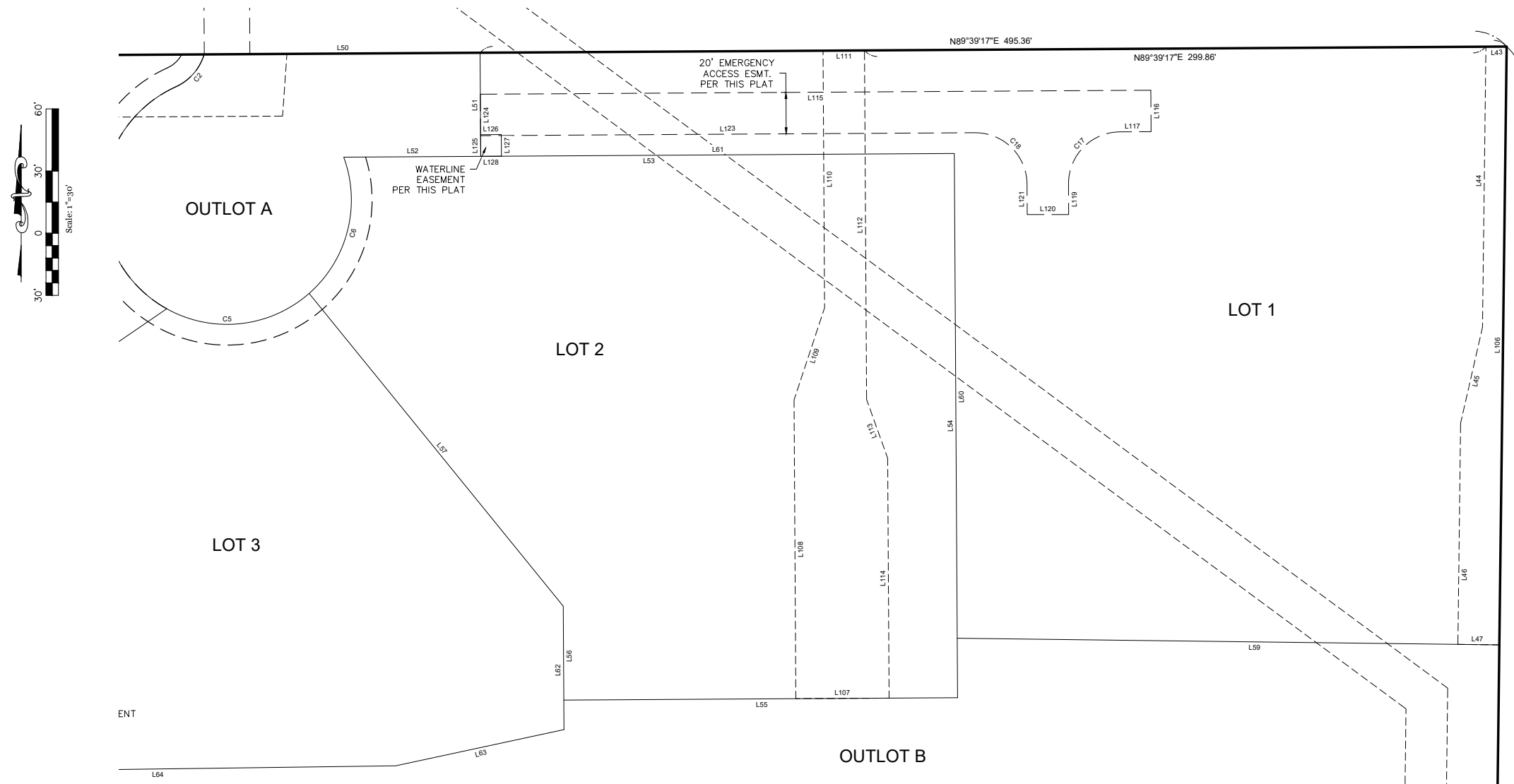
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND REBAR WITH ALUM. CAP AS NOTED
- LINE-TYPES AND HATCHING
- LOT LINE
 - - - EXISTING EASEMENT
 - · - · - PROPOSED EASEMENT
 - · — BUILDING ENVELOPE
 - · - · - EDGE OF RIVER
 - ▨ MARSH AREA

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N67°01'57"W	30.67'	L31	S07°32'38"W	28.37'	L64	S89°14'23"W	229.45'	L128	S89°39'17"W	10.00'
L2	S87°53'50"W	71.28'	L32	S71°33'28"W	60.70'	L65	S55°33'35"W	144.24'	L138	N60°18'58"W	129.59'
L3	S76°57'21"W	88.84'	L33	S52°43'16"W	41.69'	L66	S00°00'00"E	142.07'	L139	N26°54'12"W	26.71'
L4	S57°41'36"W	32.76'	L34	S18°31'18"W	81.60'	L67	N84°47'52"W	148.88'	L140	N49°37'30"W	42.30'
L5	S89°51'28"W	37.75'	L35	S16°21'00"W	48.00'	L68	S80°59'56"W	81.14'	L141	N36°47'27"W	55.42'
L6	N74°15'57"W	62.98'	L36	S07°10'03"E	137.72'	L69	S50°17'29"W	146.37'	L142	N19°47'26"W	56.98'
L7	N89°42'18"W	65.28'	L37	S07°19'52"E	109.05'	L70	S29°20'56"W	104.74'	L143	N15°58'31"E	13.98'
L8	S87°25'20"W	156.41'	L38	S07°02'21"W	77.35'	L71	N52°03'46"W	133.13'	L144	N15°15'53"W	27.96'
L9	N89°29'10"W	198.44'	L39	S39°17'37"W	41.12'	L72	N90°00'00"W	175.62'	L145	N46°30'16"W	43.75'
L10	N89°18'47"W	142.83'	L40	S53°10'10"W	63.94'	L74	N00°48'15"E	526.27'	L146	N09°21'04"E	37.78'
L11	S78°16'21"W	86.58'	L41	N88°50'50"W	28.32'	L106	S00°41'33"W	288.79'	L147	N05°34'24"W	21.25'
L12	S42°51'52"W	59.09'	L42	N62°35'25"W	61.82'	L107	S89°39'24"W	45.00'	L148	S89°39'17"W	230.54'
L13	S06°24'46"E	62.14'	L43	N89°39'17"E	10.00'	L108	N00°20'36"W	144.20'	L150	S35°45'25"E	47.38'
L14	S48°54'38"E	94.34'	L44	N00°42'01"E	135.45'	L109	N18°20'01"E	46.84'	L151	S16°04'16"E	77.45'
L15	S03°54'04"W	54.28'	L45	N12°51'59"E	47.45'	L110	N00°20'36"W	124.10'	L153	S25°27'26"E	48.26'
L16	S23°00'34"W	28.31'	L46	N00°41'58"E	106.77'	L111	N89°39'17"E	20.00'	L154	S42°33'09"E	44.37'
L17	S73°21'11"W	25.65'	L47	N89°18'02"W	20.03'	L112	S00°20'36"E	168.48'	L155	S08°36'54"W	59.19'
L18	N60°23'58"W	36.28'	L50	N89°39'17"E	133.15'	L113	S19°45'22"E	30.09'	L156	S03°31'41"E	63.61'
L19	N39°57'35"W	60.91'	L51	S00°20'43"E	50.00'	L114	S00°20'36"E	115.82'	L157	S43°23'14"E	38.07'
L20	S88°32'06"W	40.26'	L52	S89°39'17"W	66.09'	L115	N89°39'24"E	323.54'	L158	S86°52'02"E	51.65'
L21	S37°54'01"W	135.93'	L53	S89°39'17"W	294.63'	L116	S00°20'36"E	20.00'	L159	N29°20'56"E	3.81'
L22	S32°08'09"W	62.71'	L54	N00°20'36"W	262.68'	L117	S89°39'24"W	15.00'	L160	S09°04'42"W	50.29'
L23	S23°36'33"W	57.25'	L55	N89°39'24"E	190.00'	L119	S00°20'36"E	14.76'	L161	S04°10'59"E	116.10'
L24	S18°00'40"W	104.75'	L56	N00°20'36"W	45.32'	L120	N90°00'00"W	20.00'	L162	S89°14'23"W	20.04'
L25	S24°43'02"W	46.68'	L57	N39°05'24"W	194.48'	L121	N00°20'36"W	14.64'	L163	N04°10'59"W	117.22'
L26	S20°09'36"E	46.13'	L59	N89°18'02"W	261.64'	L123	S89°39'24"W	238.54'	L164	N09°04'42"E	33.63'
L27	S34°30'56"E	128.78'	L60	N00°20'36"W	233.97'	L124	N00°20'43"W	20.00'	L165	N55°33'35"E	27.58'
L28	S63°13'25"E	31.52'	L61	S89°39'17"W	228.54'	L125	N00°20'43"W	10.40'	L166	N89°14'23"E	15.28'
L29	S79°26'21"E	53.03'	L62	N00°20'36"W	59.58'	L126	N89°18'20"E	10.00'	L167	S84°47'52"E	27.33'
L30	S46°13'51"E	33.79'	L63	S77°51'31"W	83.10'	L127	S00°20'43"E	10.46'			

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C1	132.64'	60.00'	126°39'30"	N02°21'18"E	107.23'
C2	21.40'	25.00'	49°03'06"	N41°09'30"E	20.76'
C5	230.04'	60.00'	219°40'06"	S89°36'36"W	112.88'
C6	72.12'	60.00'	68°52'19"	N14°14'43"E	67.86'
C17	39.27'	25.00'	90°00'00"	S44°39'24"W	35.36'
C18	39.27'	25.00'	90°00'00"	N45°20'36"W	35.36'
C19	30.90'	50.00'	35°24'42"	S18°03'04"E	30.41'
C20	82.14'	50.00'	94°07'37"	S21°36'22"W	73.21'

- LEGEND**
- FOUND MONUMENT AS NOTED
 - FOUND MONUMENT AS NOTED
 - FOUND REBAR WITH ALUM. CAP AS NOTED
- LINE-TYPES AND HATCHING
- LOT LINE
 - - - - - EXISTING EASEMENT
 - - - - - PROPOSED EASEMENT
 - BUILDING ENVELOPE
 - EDGE OF RIVER
 - ▨ MARSH AREA

THOMPSON RIDGE ESTATES FINAL DEVELOPMENT PLAN

Johnstown, Colorado

Owner/Applicant

R&M Holdings LLC
 Contact: Mike Campana
 3702 Manhattan Ave, Ste 201
 Fort Collins, CO. 80526
 970.229.5900

Sheet Index

G001 - COVER SHEET
LS100 - OVERALL SITE PLAN
LS101 - SITE PLAN
LS501 - SITE DETAILS & DIAGRAMS
LP101 - LANDSCAPE PLAN
LP501 - LANDSCAPE DETAILS & NOTES

LEGAL DESCRIPTION

Located in the southeast quarter of section 14 and the northeast quarter of section 23, township 5 north, range 68 west of the 6th principal meridian, Town of Johnstown, County of Larimer, state of Colorado.

RELATIONSHIP TO TOWN CODE & DEVELOPMENT STANDARDS

The provisions of this PUD shall prevail and govern development to the extent permitted by the Town of Johnstown municipal code. Where standards, details, and guidelines of the PUD - outline, preliminary, or final development plans - do not clearly address a specific subject or are silent, the Johnstown municipal code and other standards, regulations, and guidelines shall be used. All proposed development is subject to Town of Johnstown review procedures.

DEVELOPMENT PHASING

The entrance road/turnaround and utility improvements, including utility stubs to all lots will occur at the initial phase. Each lot will be developed as market conditions dictate and they are sold. This shall be done in coordination with the Town of Johnstown and Front Range Fire Rescue Authority.

GENERAL NOTES

- All drainage elements are conceptual in nature and final determinations of the drainage system, to include the placement of detention/retention ponds, channels, and storm sewer, will be made in accordance with the applicable final drainage reports and plans.
- A HOA shall be established to provide for common area maintenance and financing of the shared amenities including access roads and landscaping.
- All access drives and driveways shall be privately owned and maintained.
- A wetland survey will be conducted if disturbance of wetlands by construction activities are anticipated.

UTILITIES/PUBLIC FACILITIES

- Water: Town of Johnstown
- Sewer: Town of Johnstown
- Refuse Collection: Town of Johnstown
- Electric: Poudre Valley REA
- Natural gas: Xcel Energy
- Schools: Thompson School District R2-J, Aims Junior College District
- Police: Town of Johnstown Police Department
- Fire Protection: Loveland Fire and Rescue Authority
- Library: High Plains Library District
- Storm Drainage: Metro District
- Floodplain: Town of Johnstown
- Streets/Pedestrian System: Town of Johnstown

Planner

russe||mills+ **Russell + Mills Studios**
 Contact: Shelley LaMastra
 506 S College Ave, Unit A
 Fort Collins, CO 80524
 970.484.8855

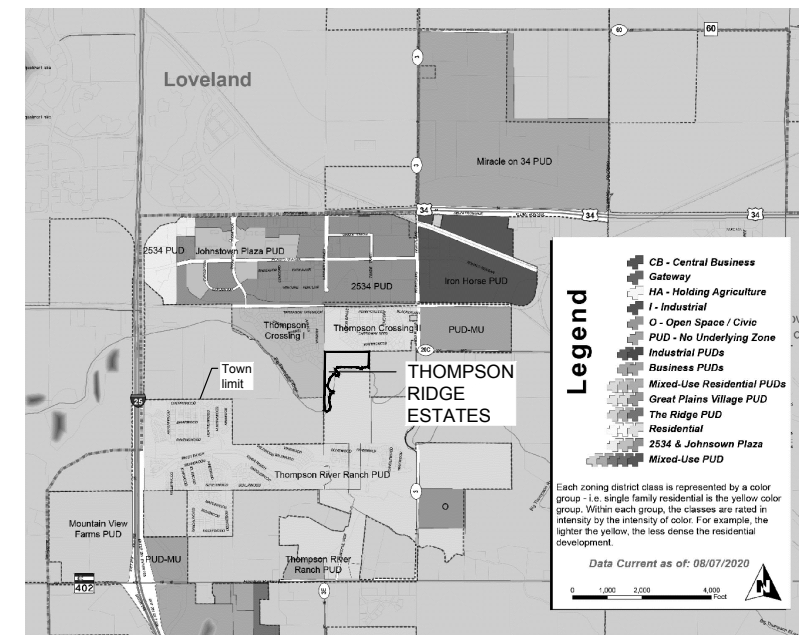
Land Use Chart

AREA	ACRES	USE
LOT 1	2.00	SINGLE-FAMILY RESIDENTIAL
LOT 2	1.52	SINGLE-FAMILY RESIDENTIAL
LOT 3	1.25	SINGLE-FAMILY RESIDENTIAL
LOT 4	5.82	SINGLE-FAMILY RESIDENTIAL
OUTLOT A (HOA)	0.37	ROADWAY AND OPEN SPACE
OUTLOT B (AG)	3.58	OPEN SPACE
OUTLOT C (AG)	5.51	OPEN SPACE
TOTAL	20.05	

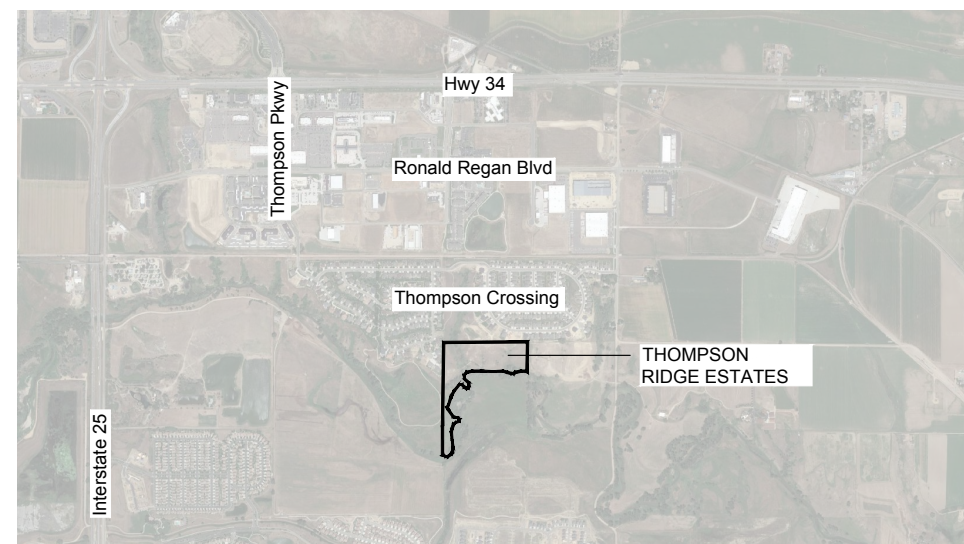
Civil Engineer

UNITED CIVIL **United Civil Design Group**
 Contact: Sam Eliason
 19 Old Town Square
 Suite 238
 Fort Collins, CO 80524
 970.530.4044

TOTAL OPEN SPACE REQUIRED	6.01 ACRES	30%
TOTAL OPEN SPACE PROVIDED	9.09 ACRES	45.3%



Zoning Map



Vicinity Map

APPROVALS

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

BY: _____
 TOWN MAYOR

ATTEST: _____
 TOWN CLERK

THOMPSON RIDGE ESTATES



REV.	COMMENT	DATE

SEAL:

FDP

Date: 08.18.2022

Drawn By: SL

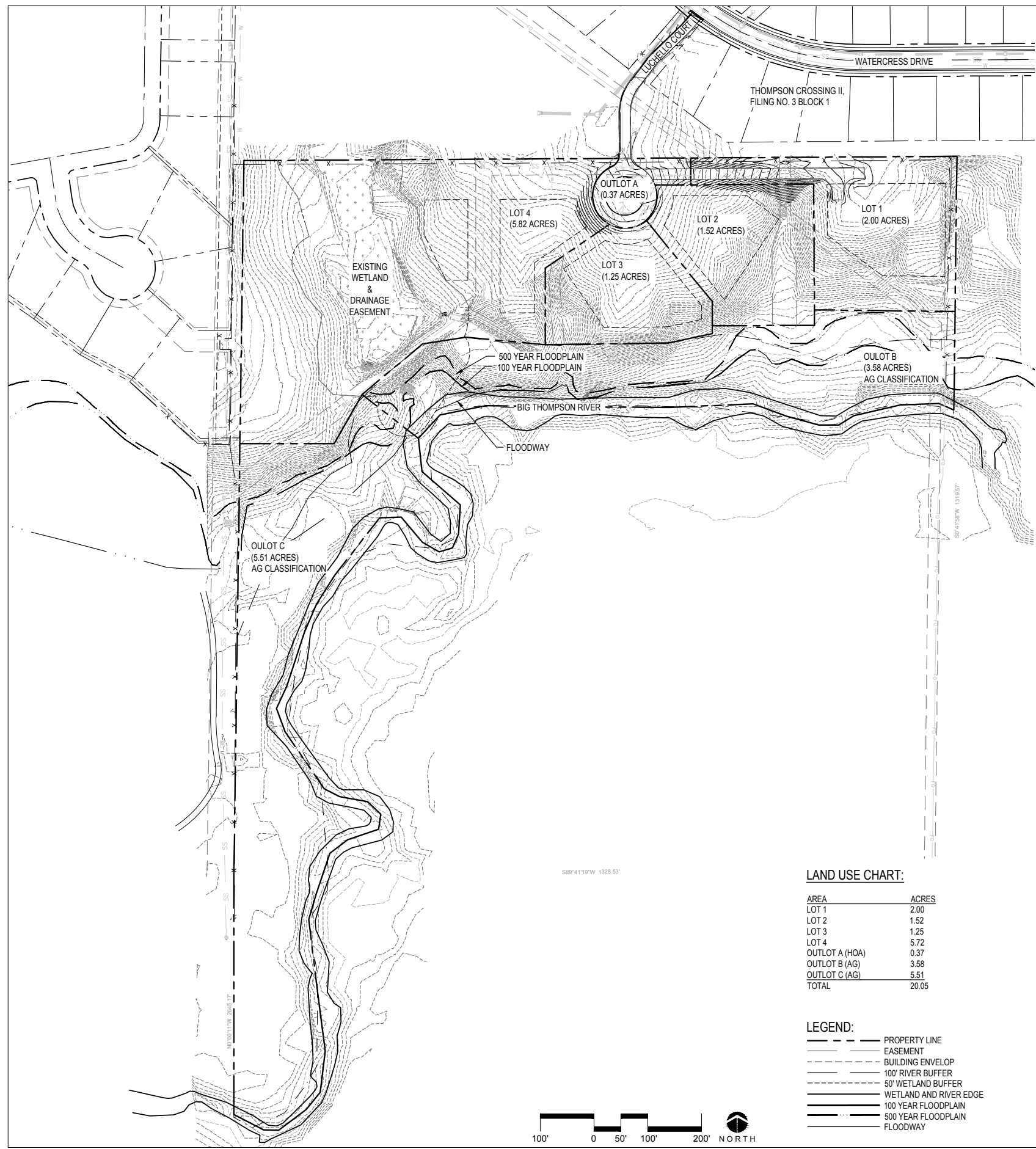
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Sheet Name

COVER SHEET

Sheet

G001



LAND USE CHART:

AREA	ACRES
LOT 1	2.00
LOT 2	1.52
LOT 3	1.25
LOT 4	5.72
OUTLOT A (HOA)	0.37
OUTLOT B (AG)	3.58
OUTLOT C (AG)	5.51
TOTAL	20.05

LEGEND:

—	PROPERTY LINE
- - -	EASEMENT
— · — ·	BUILDING ENVELOP
— · — · — ·	100' RIVER BUFFER
— · — · — ·	50' WETLAND BUFFER
— · — · — ·	WETLAND AND RIVER EDGE
— · — · — ·	100 YEAR FLOODPLAIN
— · — · — ·	500 YEAR FLOODPLAIN
— · — · — ·	FLOODWAY

DESIGN STANDARDS AND GUIDELINES

GENERAL
 Site Planning Guidelines for Thompson Ridge Estates are designed to promote and preserve the unique character of this community through the sensitive siting and location of homes. Maximizing view opportunities to the Big Thompson River, mountains, and open spaces is encouraged and expected. Homeowners and builders shall design and arrange their sites to protect natural features on the each lot and within the overall context of the site.

All development shall conform to restrictions as indicated in current Town of Johnstown Municipal Code and Thompson Ridge Estates HOA document.

SITE DESIGN STANDARDS
 Dwellings shall be custom and have a variety of front elevations. To maintain the vision of a unique neighborhood, the same house shall not be duplicated within Thompson Ridge Estates. Each house shall have at least 5 characteristics which clearly and obviously distinguish it from the other houses, including: different floor plans, exterior materials, roof lines, garage placement, and placement of the footprint on the lot and/or building face.

BUILDING FORM AND ARTICULATION
 Additional design standards and requirements regarding the following: Scale, Massing, Exterior material and finishes, prohibited materials, color palette, roofs, windows, columns, and porches that will be specified in Thompson Ridge Estates HOA document.

DETACHED SINGLE-FAMILY HOME
 All homes shall be limited to 2-stories. Walk out basements shall be permitted to accommodate grade changes on lots. Ranch minimum main floor: 2,200 square feet (excluding garage).

Two-story above grade minimum: 2,800 square feet (excluding garage).

Maximum building height: The maximum building height is 30 feet.
 All residential development shall conform to height restrictions as indicated in current Town of Johnstown Municipal Code.

ATTACHED GARAGES
 Attached garage to match the architecture of home.

DETACHED ACCESSORY GARAGE
 Detached accessory garage max: 3,750 square feet, 16 foot walls and 30 feet to roof peak or ridge.

SETBACKS
 Front Yard: Varies, 30' minimum
 Side Yard: Varies, 20'-25'
 Rear Yard: Varies, 20' minimum

PARK AREA
 Thompson Ridge Estates will pay a predetermined cash in lieu payment to the Town of Johnstown for a 2.0 ac (10%) park area.

LANDSCAPE STANDARDS
 The design intent for the Thompson Ridge Estates is to create a community that celebrates the surrounding ecosystem. Water conservation through appropriate landscaping techniques and plant species selection will be emphasized for the project as well as enhanced natural areas and protected ecosystems. Landscape shall adhere to Town of Johnstown Landscape Standards and Thompson Ridge Estates HOA document.

OPEN SPACE / BUFFER YARD TREATMENT
 Landscape palettes will contain a native seed mix with forbes and native perennials. Clusters of drought resistant shrubs (i.e. rabbitbrush, sages, mormon tea, etc) will create a diverse understory with deciduous and evergreen trees (i.e. hackberry, sand cherry, oaks, alders, spruce, pine, etc) creating visual interest that is rooted in the context of the upland ecosystem. Areas along the Thompson River will be maintained in there natural state.

SINGLE-FAMILY RESIDENTIAL LOT TREATMENT
 1. Individual lot landscaping will be provided by each homeowner.
 2. Design shall be in accordance with the Thompson Ridge Estates HOA document. A maximum of 4,000 SF of high water use irrigated area and 5,700 SF of low water use irrigated area is permitted on each single-family lot. Refer to Typical Lot Irrigated Landscape Area Diagram.
 3. Must be completed within 12 months of certificate of occupancy.

IRRIGATION
 Landscaping in the HOA turnaround island will be provided with drip irrigation. Single-family lots will provide permanent irrigation for areas that are landscaped directly adjacent to the homes. The greater portion of the Thompson Ridge Estates will maintain the existing natural state and shall not be irrigated.

SIGNAGE
 A monument sign identifying the final development name shall be located at the turn around island entrance. Materials and character of signage shall reflect the overall theme and character of the development. All lighting shall meet Town of Johnstown standards.

STORAGE
 Boats, campers, and trailer vehicles shall only be permitted to be stored within completely closed structures.

LIGHTING
 All lighting shall be full cut-off with a kelvin temperature of 3,000 kelvin maximum. No light spillage shall be permitted outside of the specified lot.

**THOMPSON RIDGE
 ESTATES**



REV.	COMMENT	DATE

SEAL:
 FDP

Date: 08.18.2022
 Drawn By: SL
 Checked By: CR

Sheet Name
 OVERALL
 SITE PLAN

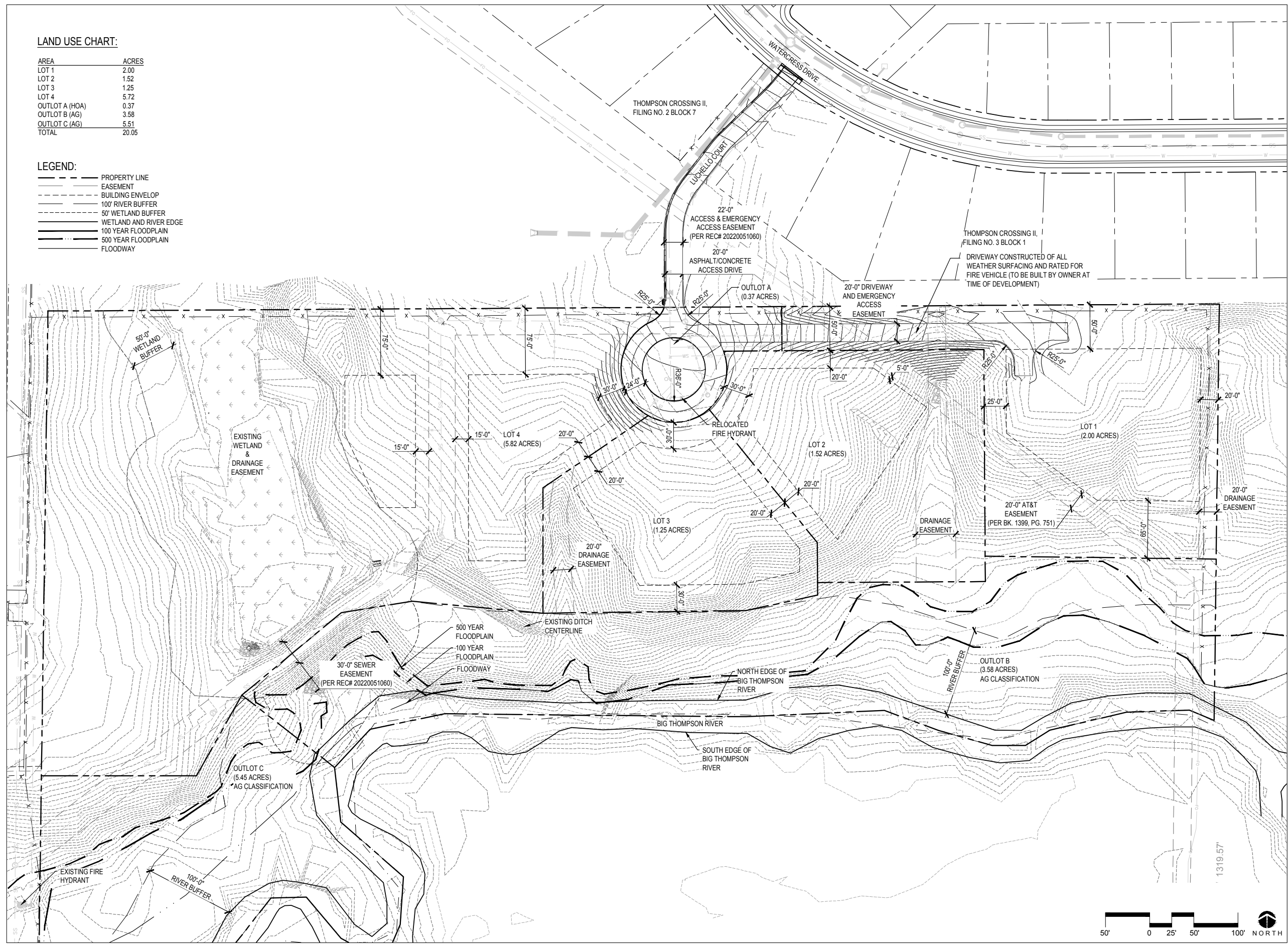
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LAND USE CHART:

AREA	ACRES
LOT 1	2.00
LOT 2	1.52
LOT 3	1.25
LOT 4	5.72
OUTLOT A (HOA)	0.37
OUTLOT B (AG)	3.58
OUTLOT C (AG)	5.51
TOTAL	20.05

LEGEND:

	PROPERTY LINE
	EASEMENT
	BUILDING ENVELOP
	100' RIVER BUFFER
	50' WETLAND BUFFER
	WETLAND AND RIVER EDGE
	100 YEAR FLOODPLAIN
	500 YEAR FLOODPLAIN
	FLOODWAY



**THOMPSON RIDGE
ESTATES**



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SEAL:
FDP

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Sheet Name
**ENLARGEMENT
 SITE PLAN**

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LS101

THOMPSON RIDGE ESTATES



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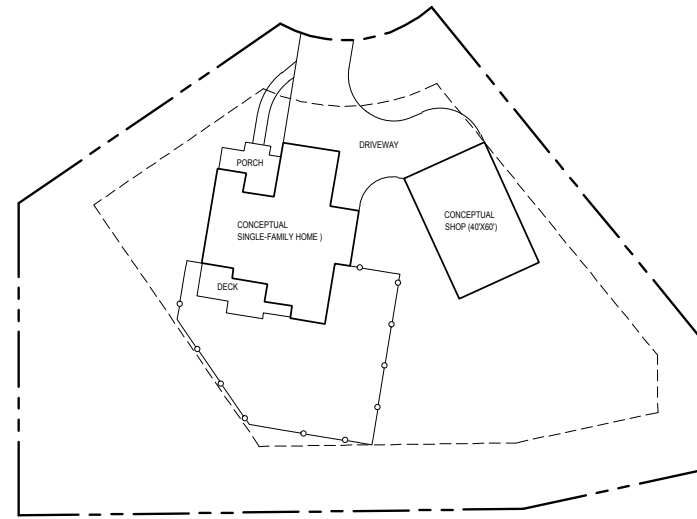
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Sheet Name
 SITE DETAILS &
 DIAGRAMS

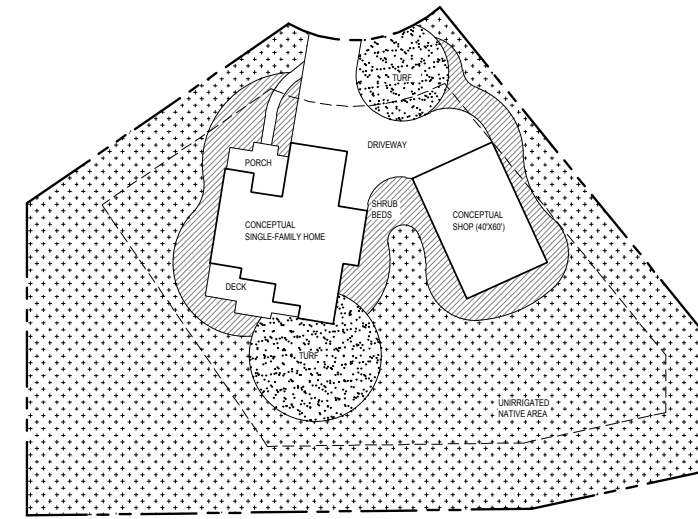
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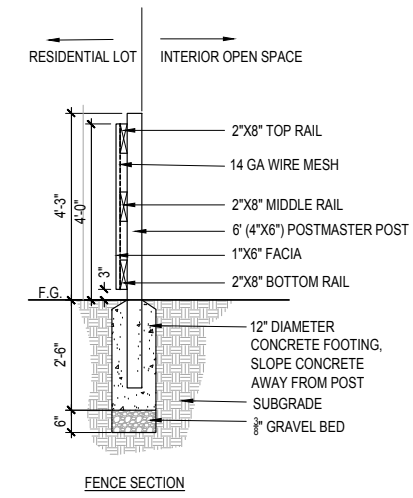
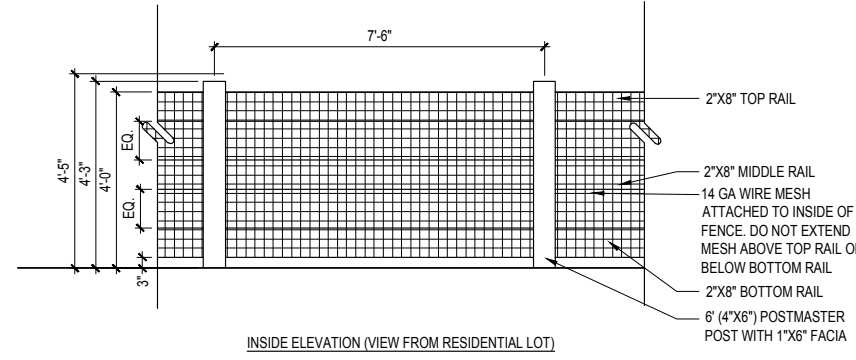
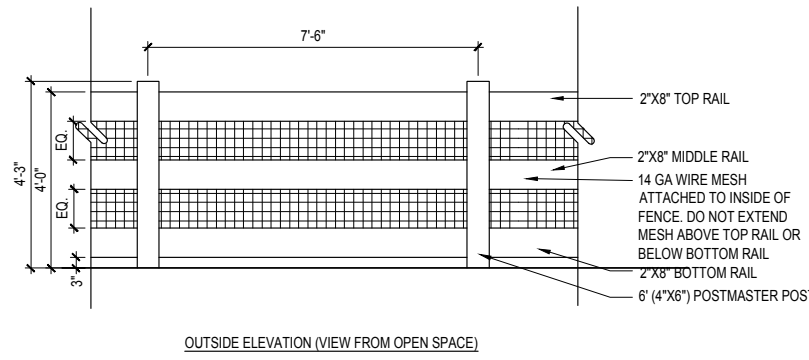
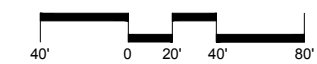
FENCE LOCATION DIAGRAM

3-RAIL FENCE
 FENCING SHALL BE LIMITED TO FOCUSED ACTIVE AREAS OF EACH LOT. HOMEOWNERS SHALL NOT BE PERMITTED TO FENCE ALONG PROPERTY LINES.



TYPICAL LOT IRRIGATED LANDSCAPE AREA DIAGRAM

LEGEND:
 IRRIGATED LANDSCAPE - HIGH WATER USE - MAXIMUM AREA ALLOWED = 4,000 SF
 IRRIGATED LANDSCAPE - LOW WATER USE - MAXIMUM AREA ALLOWED = 5,700 SF
 NON-IRRIGATED NATIVE AREA



NOTES:
 1. ALL FENCING MATERIALS SHALL BE CEDAR OR DOUGLAS FIR.

3 RAIL FENCE
 SCALE: 1/2"=1'-0"

DT-FENC-RAIL

UPLAND SEED MIX
(Drill rate: 13.58 lbs/ac, Broadcast: 27.16 lbs/ac)

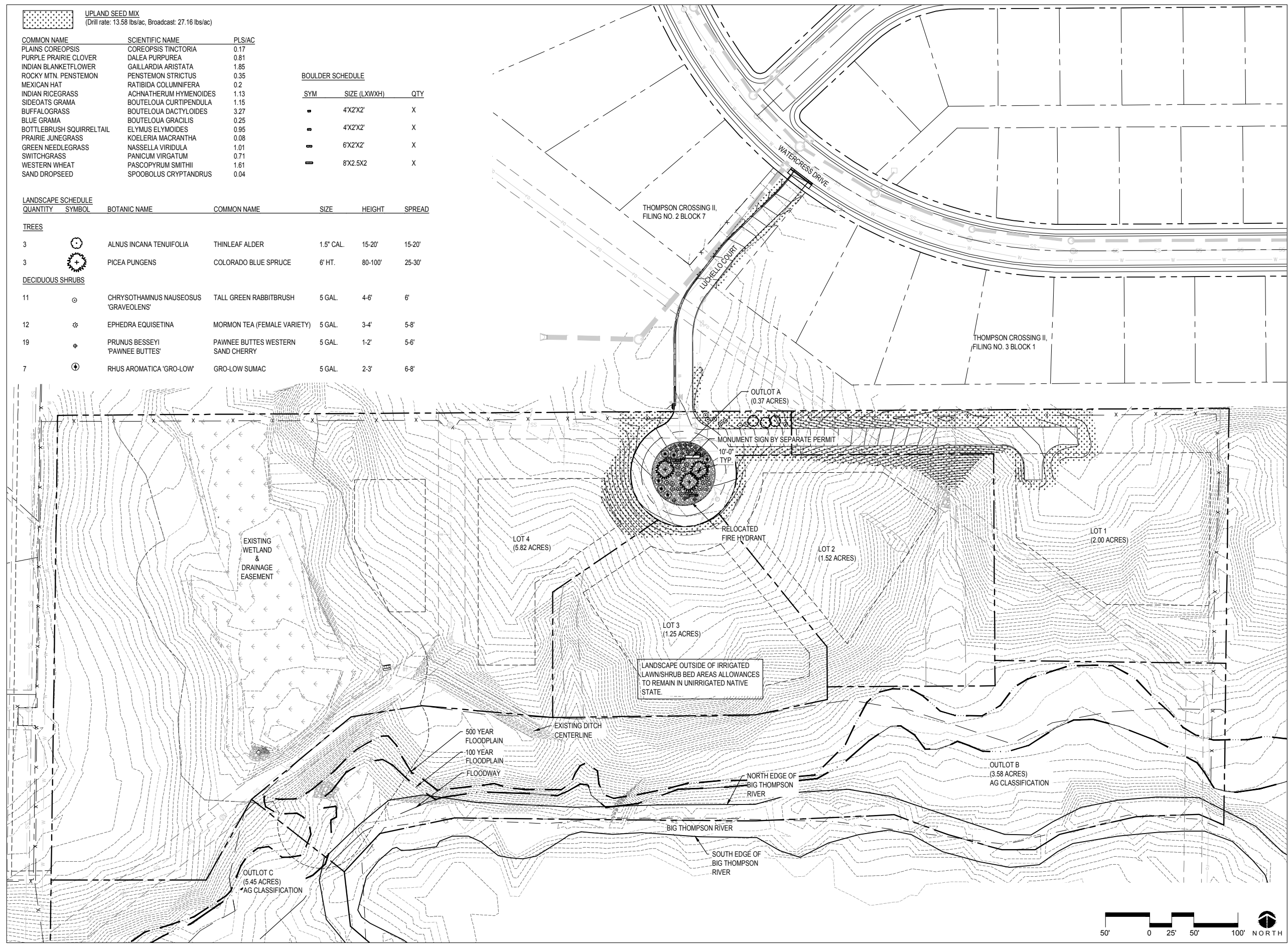
COMMON NAME	SCIENTIFIC NAME	PLS/AC
PLAINS COREOPSIS	COREOPSIS TINCTORIA	0.17
PURPLE PRAIRIE CLOVER	DALEA PURPUREA	0.81
INDIAN BLANKETFLOWER	GAILLARDIA ARISTATA	1.85
ROCKY MTN. PENSTEMON	PENSTEMON STRICTUS	0.35
MEXICAN HAT	RATIBIDA COLUMNIFERA	0.2
INDIAN RICEGRASS	ACHNATHERUM HYMENOIDES	1.13
SIDEOTS GRAMA	BOUTELOUA CURTIPENDULA	1.15
BUFFALOGRASS	BOUTELOUA DACTYLOIDES	3.27
BLUE GRAMA	BOUTELOUA GRACILIS	0.25
BOTTLEBRUSH SQUIRRELTAIL	ELYMUS ELYMOIDES	0.95
PRAIRIE JUNEGRASS	KOELERIA MACRANTHA	0.08
GREEN NEEDLEGRASS	NASSELLA VIRIDULA	1.01
SWITCHGRASS	PANICUM VIRGATUM	0.71
WESTERN WHEAT	PASCOPYRUM SMITHII	1.61
SAND DROPSEED	SPOOBOLUS CRYPTANDRUS	0.04

BOULDER SCHEDULE

SYM	SIZE (LXWXH)	QTY
■	4'X2'X2'	X
■	4'X2'X2'	X
■	6'X2'X2'	X
■	8'X2.5'X2'	X

LANDSCAPE SCHEDULE

QUANTITY	SYMBOL	BOTANIC NAME	COMMON NAME	SIZE	HEIGHT	SPREAD
TREES						
3	⊙	ALNUS INCANA TENUIFOLIA	THINLEAF ALDER	1.5" CAL.	15-20'	15-20'
3	⊙	PICEA PUNGENS	COLORADO BLUE SPRUCE	6" HT.	80-100'	25-30'
DECIDUOUS SHRUBS						
11	⊙	CHRYSOTHAMNUS NAUSEOSUS 'GRAVEOLENS'	TALL GREEN RABBITBRUSH	5 GAL.	4-6'	6'
12	⊙	EPHEDRA EQUISSETINA	MORMON TEA (FEMALE VARIETY)	5 GAL.	3-4'	5-8'
19	⊙	PRUNUS BESSEYI 'PAWNEE BUTTES'	PAWNEE BUTTES WESTERN SAND CHERRY	5 GAL.	1-2'	5-6'
7	⊙	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	5 GAL.	2-3'	6-8'



**THOMPSON RIDGE
ESTATES**



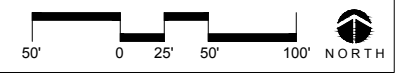
REV.	COMMENT	DATE

SEAL:
FDP

Date: 08.18.2022
Drawn By: SL
Checked By: CR

Sheet Name
**ENLARGEMENT
LANDSCAPE PLAN**

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THOMPSON RIDGE
ESTATES



REV.	COMMENT	DATE

SEAL:

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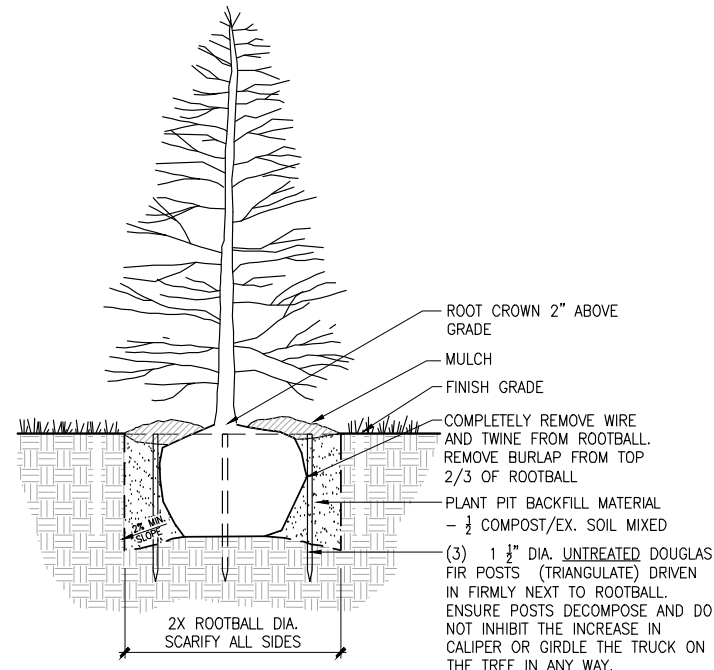
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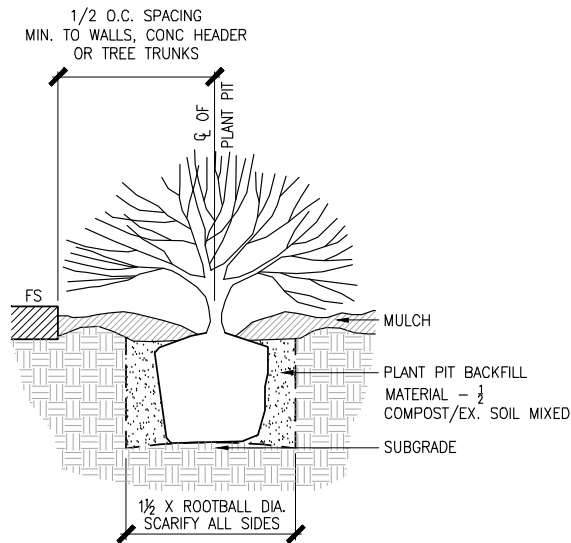
LANDSCAPE
DETAILS & NOTES

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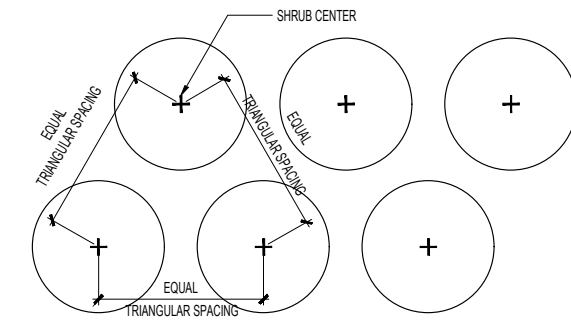
LP501



A EVERGREEN TREE PLANTING
SCALE: NTS DT-PLNT-TREE-EVER-GRND-STAK



B SHRUB PLANTING
SCALE: NTS



C TRIANGULAR SHRUB SPACING
SCALE: NTS

GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPING AND PLANTS TO BE LOCATED NOT TO INTERFERE WITH EXISTING OR PROPOSED UTILITIES CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH AAN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- PLANT QUANTITIES SHOWN FOR INFORMATION PURPOSES ONLY, CONTRACTOR TO VERIFY ALL QUANTITIES.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL FROM LANDSCAPE ARCHITECT.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE, IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.
- SOIL AMENDMENT:
SOD AREAS - 4 C.Y. PER 1,000 S.F. OF COMPOST TILLED INTO 4" OF EXISTING SOIL. APPLY DIAMONIUM PHOSPHATE (18-46-0) AT ONE HUNDRED (100) POUNDS NITROGEN PER ACRE.
SHRUB AND PLANTING BEDS - 4" OF COMPOST TILLED INTO 6" OF EXISTING SOIL.

ACCEPTABLE PRODUCT: CLASS I COMPOST. COMPOSTED MATERIAL SHALL CONSIST OF AGED ORGANIC MATTER, FREE OF WEED OR OTHER NOXIOUS PLANT SEEDS, LUMPS, STONES, OR OTHER FOREIGN CONTAMINANTS HARMFUL TO PLANT LIFE, AND HAVING THE FOLLOWING CHARACTERISTICS BASED ON A NUTRIENT TEST PERFORMED NO LONGER THAN 3 MONTHS PRIOR TO ITS INCORPORATION INTO THE PROJECT:
A. ORGANIC MATTER: 25% MINIMUM.
B. SALT CONTENT: 5.0 MMHOS/CM MAXIMUM
C. PH: 7.5 MAXIMUM.
D. CARBON TO NITROGEN RATIO OF 10:1 TO 20:1
- ALL DAMAGED OR DEAD PLANT MATERIAL TO BE REPLACED. CONTRACTOR TO PROVIDE WATER THROUGHOUT CONSTRUCTION PERIOD.



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration for the Thompson Ridge Estates Preliminary/Final Plat and Development Plan (SUB22-0009)
DESCRIPTION:	Proposed four lot subdivision on approximately 20 acres.
LOCATION:	South of the Thompson Crossing II subdivision, west of Larimer County Rd. 3/High Plains Blvd.
APPLICANT:	Mike Campana, R&M Holdings LLC
STAFF:	Justin Currie, Planner II
HEARING DATE:	October 12, 2022

ATTACHMENTS

1. Vicinity Map
2. Final Plat
3. Final Development Plan
4. Thompson River Ranch 2005 Preliminary Plat
5. Public Comment

PROJECT SUMMARY

The Applicant, R&M Holdings LLC, is requesting consideration of a combined Preliminary/Final Subdivision Plat and Development Plan encompassing 20.01 acres. The proposed plat and development plan include 4 single-family detached lots, ranging in size from 1.25 acres to 5.82 acres, and over 9 acres of open space. Also included is the required dedication of a 2 acre park that will be alternatively fulfilled with a cash in lieu payment determined by the Public Works department.

To maintain the vision of a unique neighborhood, the same house shall not be duplicated within Thompson Ridge Estates. Each house shall have at least 5 characteristics which clearly and obviously distinguish it from the other houses, including: different floor plans, exterior materials, roof lines, garage placement, and placement of the footprint on the lot and/or building face. All homes will be limited to 2-stories with a maximum building height of 30 feet, along with a minimum front building setback of 30 feet, a 25 foot side setback, and a 20 foot rear setback. Lots are also limited to a maximum of 4000 SF each for high water usage turf-type irrigated areas, with low water use on the remainder of the landscaped areas (i.e., mulched beds, xeric, drip irrigated). Fencing would be limited to 4-foot tall, 3-wood-rail open fencing.

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Due to the existing wetland on site and its proximity to the Big Thompson River to the south an Ecological Characterization Report was submitted and recommended that there be a 50 foot buffer from the existing wetland and a 100 foot buffer from the Big Thompson River which the applicant has included with the FDP. An initial 5th lot was removed from the final plans and plat to better protect this area.

A minimum of 30% of the gross project site (6 acres) is required to be open space and the proposed development would provide 9.09 acres (45.3%).

The proposed main access into the development would come from an existing platted access easement from Watercress Dr., through the existing Thompson Crossing II residential subdivision located north of the project. Sewer and water mains were originally extended with the development of the adjoining neighborhoods and a short water main with a hydrant and sewer main with a new manhole would be extended into the site to provide service to the proposed residential lots.

Zoning: PUD-MU (Mixed Use).

ADJACENT ZONING & LAND USE

- North** PUD-R –Thompson Crossing II Single Family neighborhood
- East** RR2 – Larimer County Rural Residential, Vacant land
- South** PUD-MU– Big Thompson River and Thompson River Ranch Residential Single-Family neighborhood
- West** PUD-MU–Thompson Crossing Single Family neighborhood

PROPERTY LAND USE HISTORY

This property has historically been undeveloped land. The property was annexed as the WRFG Annexation, Ordinance 2000-639, and zoned, PUD-MU, under Ordinance 2000-646. While the subject property was included in the original early-2000s PUD concept and preliminary plans for the Thompson River Ranch development area, this land was held by the original owners and never transferred/sold to those Developers or the Thompson River Ranch Metro District, so it has remained privately owned. It was recently sold to the Applicant. Based on approved PUD plans that, at one time, erroneously showed this parcel within its bounds, a large portion of the property was intended as open space due to its proximity to the Big Thompson River, and the northern portion established a future developable area of approximately 4.5 acres. This is based on a 2005 preliminary plat that was approved by the Town, and still considered valid today, based upon the continued development of the Thompson River Ranch neighborhood. See Attachment 4.

PUBLIC NOTICE & COMMENT

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, September 22, 2022. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 500 feet of the property in question. This notice included a vicinity map and the proposed subdivision map. One public comment has been received by Staff as of the date of publication of this report and has been included with this staff report.

STAFF ANALYSIS

The proposed Preliminary/Final Development Plan and Subdivision Plat substantially comply with town code and regulations; aligns with the Johnstown Area Comprehensive Plan as an area of Medium Density/Intensity and the adjacent to this river corridor; and meets the development standards of the Town as well as Thompson River Ranch PUD design guidelines to be compatible with surrounding development.

Staff has no outstanding concerns and believes this development will promote the Town's goals of diversity of housing types, walkable neighborhoods, and efficient development patterns and extension of infrastructure.

RECOMMENDED PLANNING AND ZONING COMMISSION FINDINGS AND MOTIONS

Recommended Findings:

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council that the requested Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan be approved based upon the following findings:

1. The proposed Development is in alignment with the current Johnstown Area Comprehensive Plan and its Future Land Use Plan.
2. The proposed Development is serviceable by Town systems, services, and utilities, with required improvements that will be reflected in development and construction plans.

Recommended Motion to Approve:

Based on the application received, associated submittal materials, and the preceding analysis, the Planning & Zoning Commission finds that the request for the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan further the *Johnstown Area Comprehensive Plan* goals, and is compatible with the surrounding areas, and meet all other applicable Town standards and regulations, and therefore moves to recommend to the Town Council Approval based upon the findings as stated in this report.

Alternate Motion

- Motion to Deny: "I move that the Commission recommend to the Town Council Denial of the Thompson Ridge Estates Preliminary/Final Subdivision Plat and Development Plan based upon the following findings..."

Planner:



Justin Currie, Planner II



Town of Johnstown

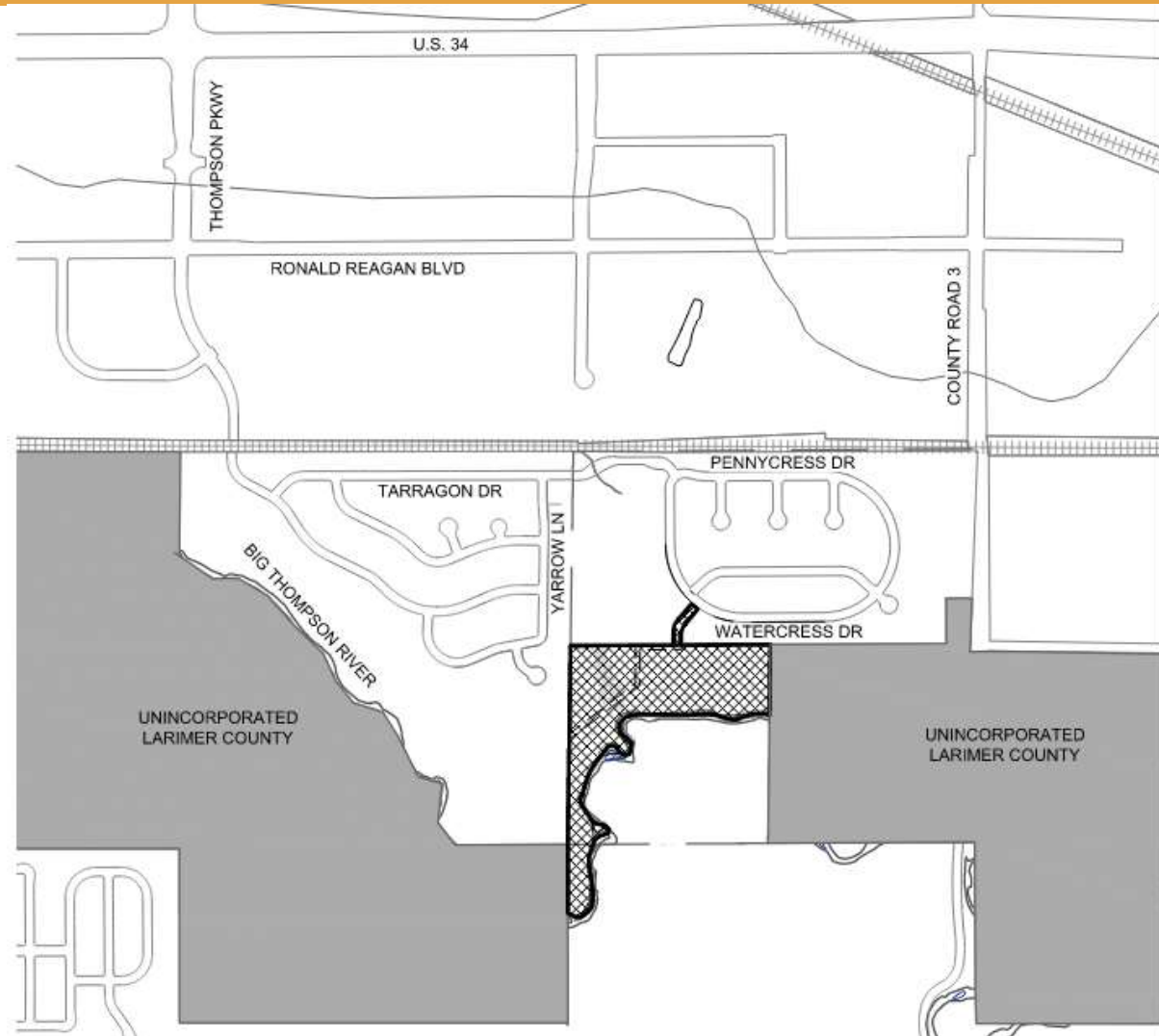
THOMPSON RIDGE ESTATES SUBDIVISION

Preliminary/Final Subdivision Plat and Development Plan
(SUB22-0009)

Town Council Meeting
November 7, 2022

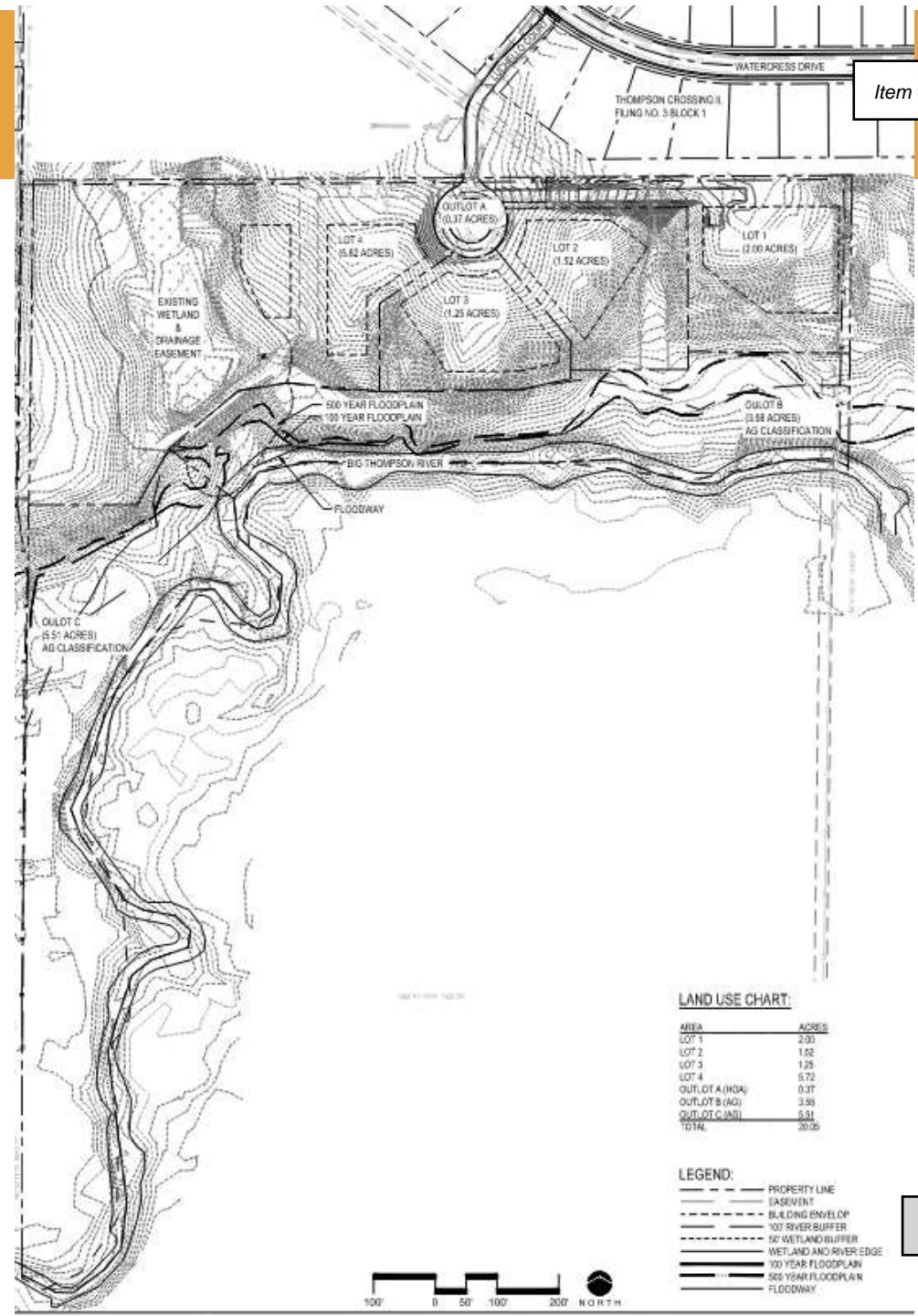


Town of Johnstown



BACKGROUND

- 2000: Part of WRFG Annexation
 - Zoned PUD-MU
- 2005: Property included in approved Thompson River Ranch Preliminary Plat, as developable area and open space
- April 2022: Outline Development Plan Approved
- Access easement; water line & hydrant; sanitary sewer; river & floodplain



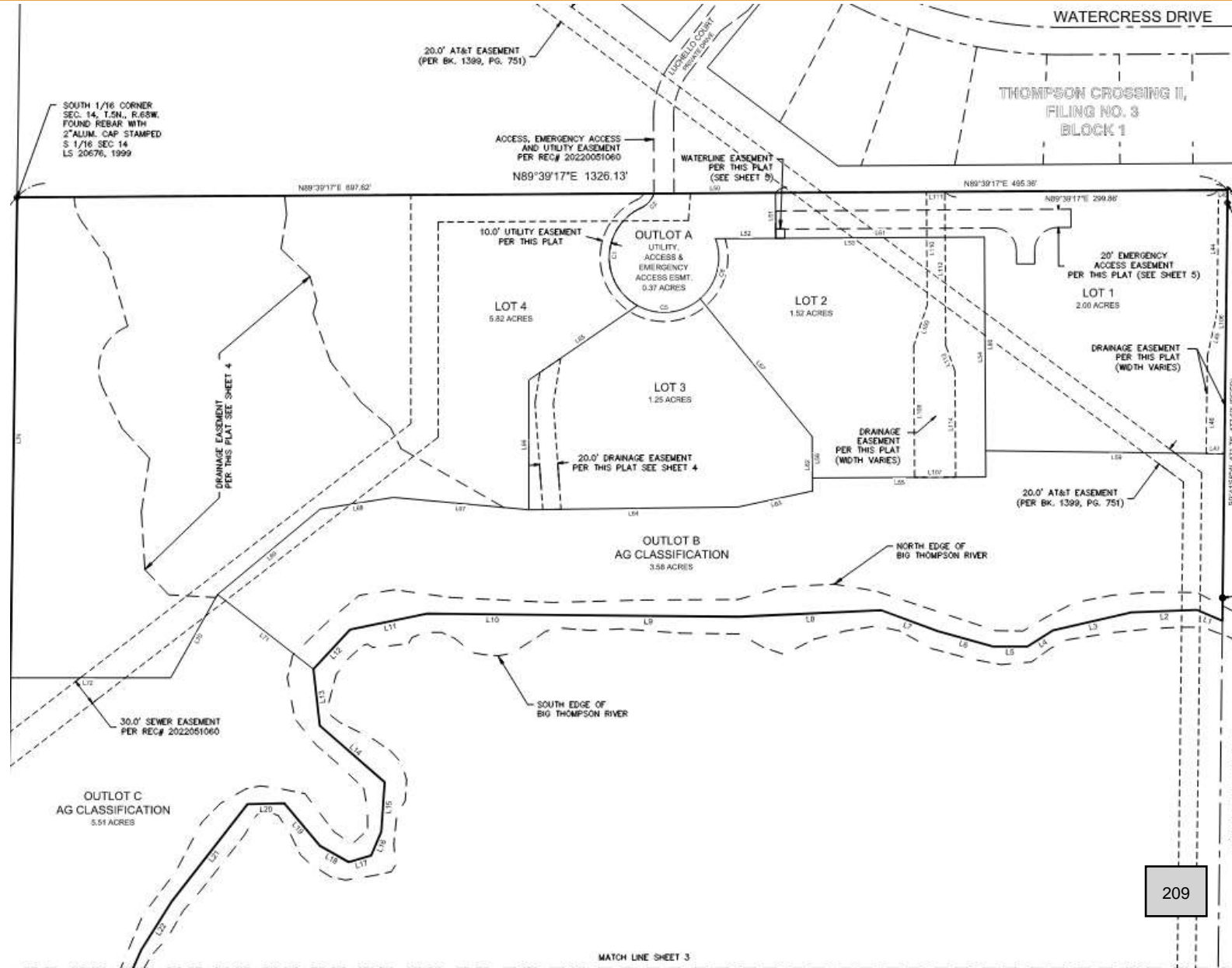
Town of Johnstown

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PROJECT OVERVIEW

Item #10.

- Approx. 20 acres
- 4 SF lots (1.25-5.82 Acres)
- 9 Acres of Open Space
- Required 2-acre park (10%), will be fulfilled with Cash In Lieu
- Existing 20' access & utility easement from Thompson Crossing II
- Sewer and water extend to or through property

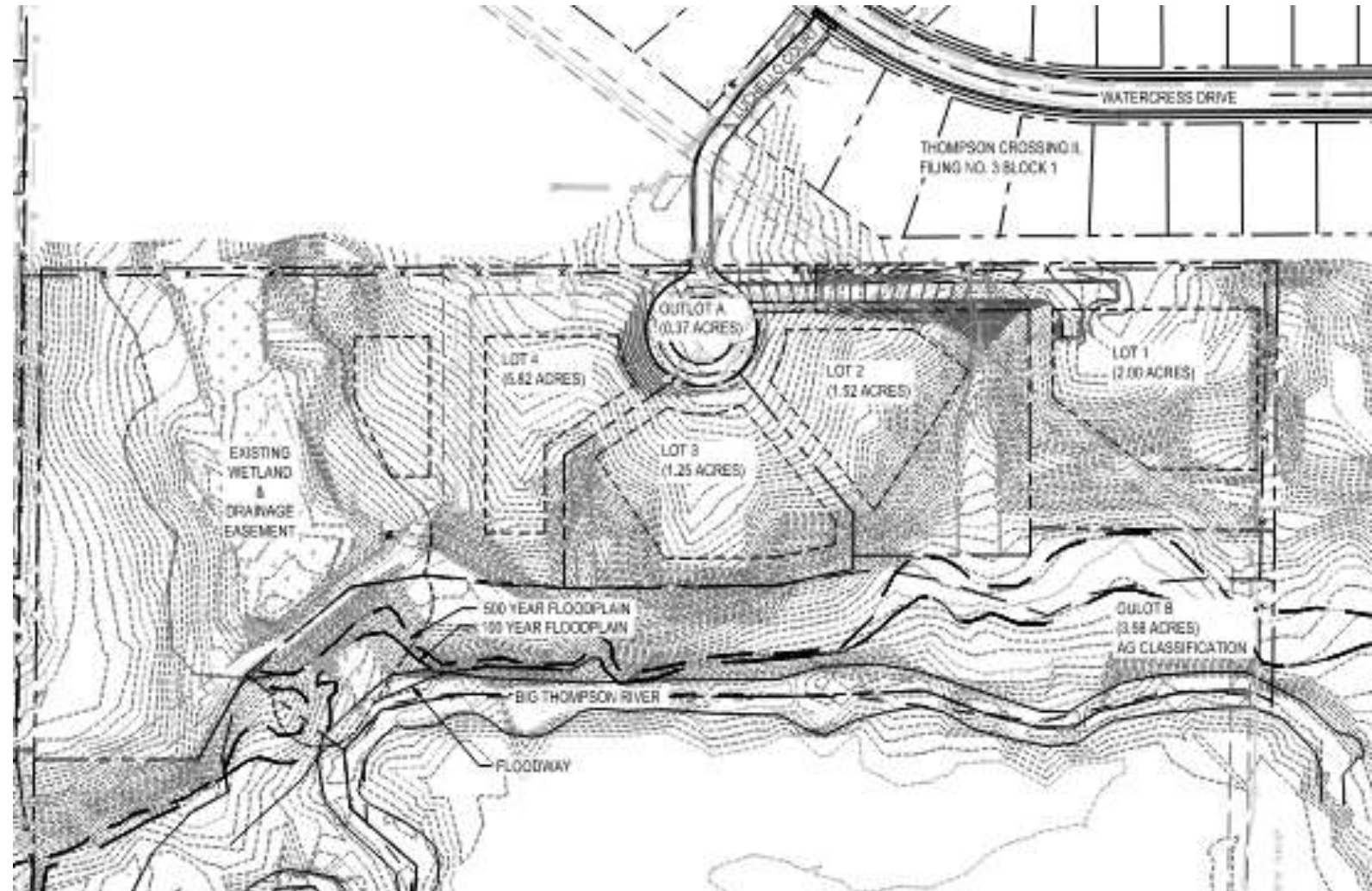


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PROJECT OVERVIEW

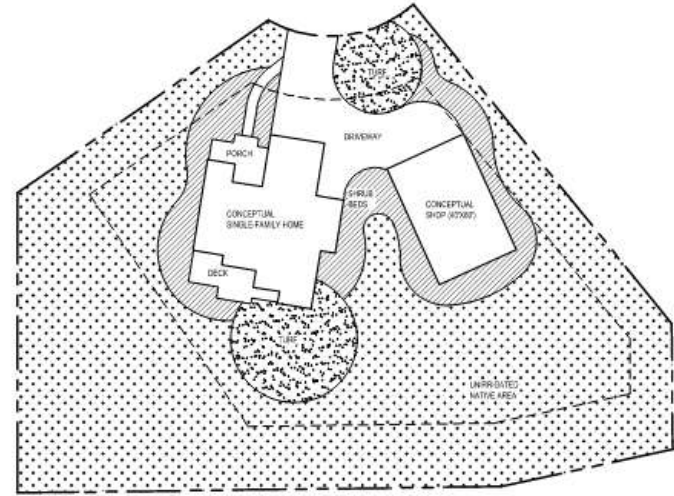
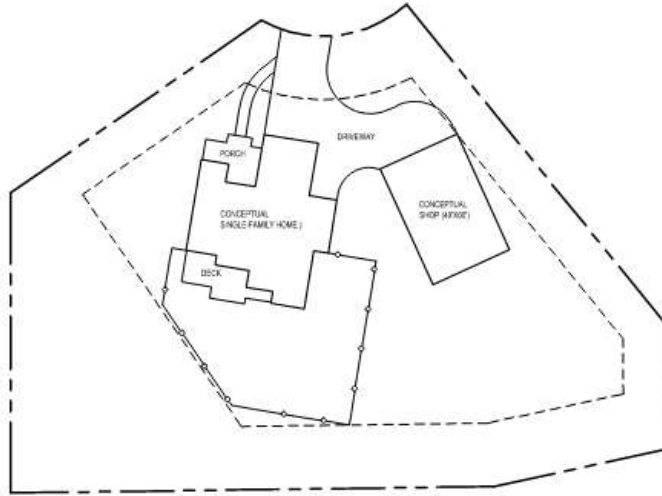
Item #10.

- Big Thompson River & Floodplain in common open space – with no proposed changes
- Buffer easement from wetlands
- Mostly native vegetation – areas of each lot may be irrigated turf
- Building setbacks min 50' from northern boundary of site
- Building “envelopes” to limit areas for structures and disturbance



LOT DETAILS

Item #10.

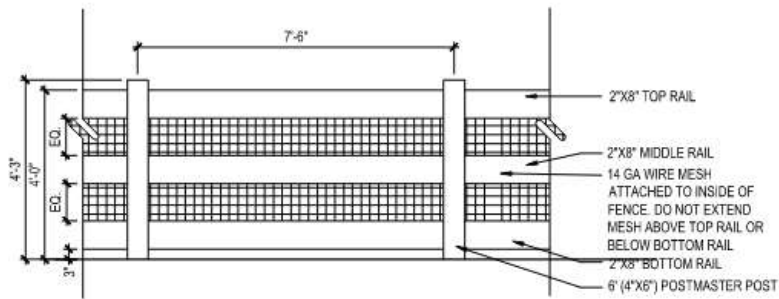
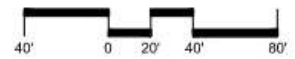


FENCE LOCATION DIAGRAM
 ○—○—○—○—○ 3-RAIL FENCE

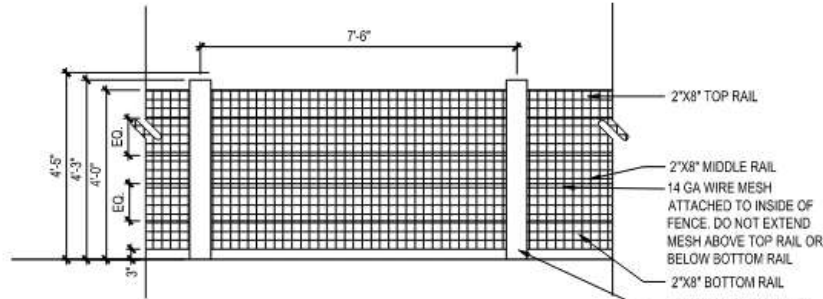
FENCING SHALL BE LIMITED TO FOCUSED ACTIVE AREAS OF EACH LOT. HOMEOWNERS SHALL NOT BE PERMITTED TO FENCE ALONG PROPERTY LINES.

TYPICAL LOT IRRIGATED LANDSCAPE AREA DIAGRAM

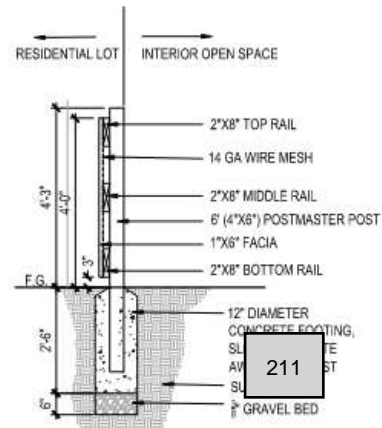
- LEGEND:**
- IRRIGATED LANDSCAPE - HIGH WATER USE - MAXIMUM AREA ALLOWED = 4,000 SF
 - IRRIGATED LANDSCAPE - LOW WATER USE - MAXIMUM AREA ALLOWED = 5,700 SF
 - NON-IRRIGATED NATIVE AREA



OUTSIDE ELEVATION (VIEW FROM OPEN SPACE)



INSIDE ELEVATION (VIEW FROM RESIDENTIAL LOT)



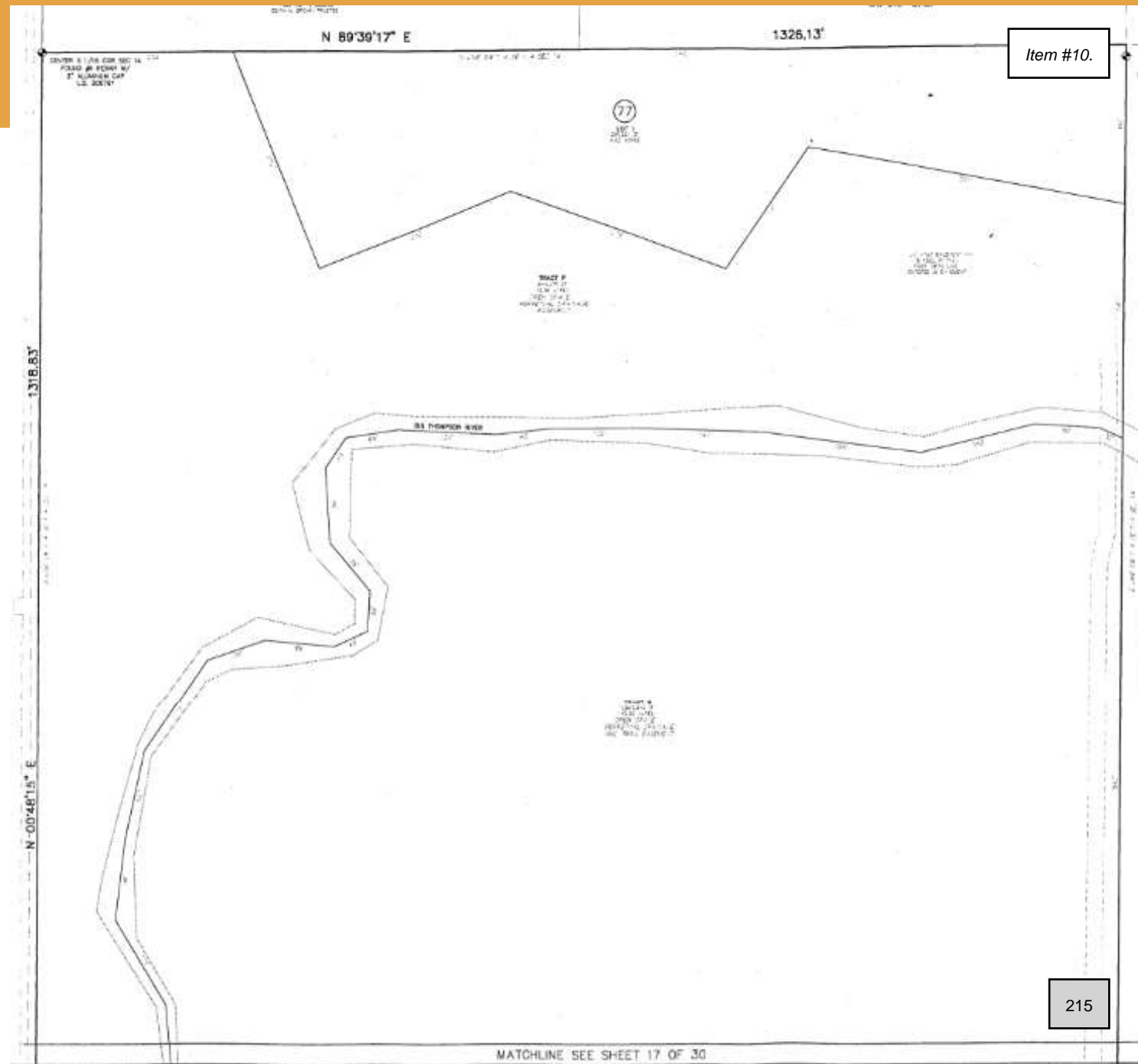
STAFF ANALYSIS

- Public Comment was related to:
 - Minimizing impact to wetland and drainage area – which is addressed
 - Impact on existing views – large setbacks, few homes, 1 or 2 story
- In conformance with approved Thompson Ridge Estates ODP
- Aligns with the Johnstown Area Comprehensive Plan
- Staff has no outstanding concerns and believes this subdivision will promote Town's goals of efficient development, diverse housing options,
- Is in compliance with the Town's codes, regulations, and standards
- PZC recommended Approval to the Council



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TRR 2005 Plat

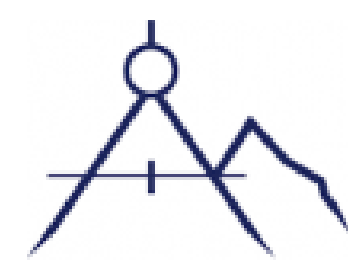


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Thompson Ridge Estates

Final Plat and Development Plan

R&M Holdings LLC



UNITED CIVIL
Design Group







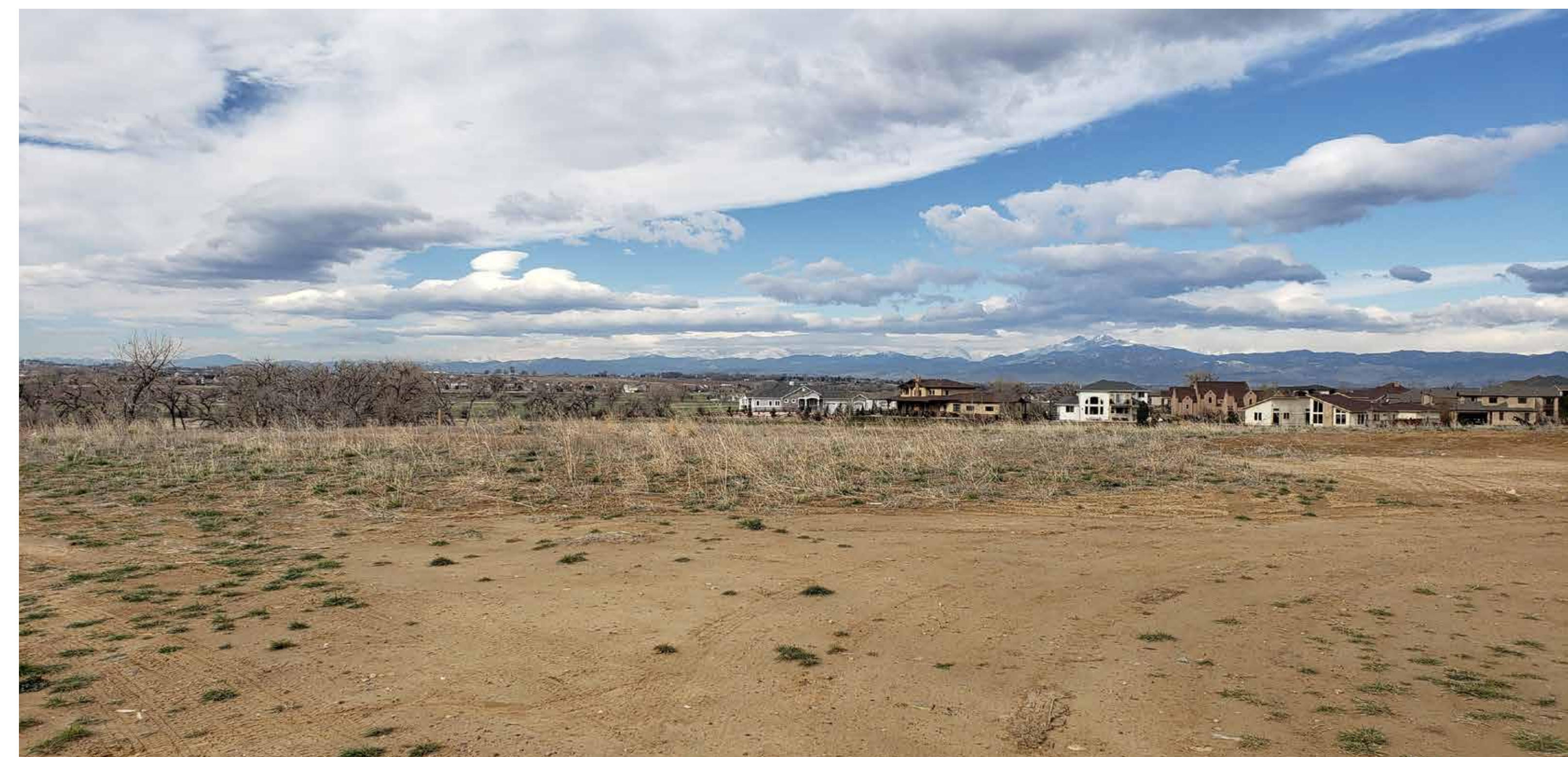
Entrance from Thompson Crossing Watercress Drive



View from East side of property looking west



View looking from south end of property north



View looking west across property



Wetland



Access road to west side of property

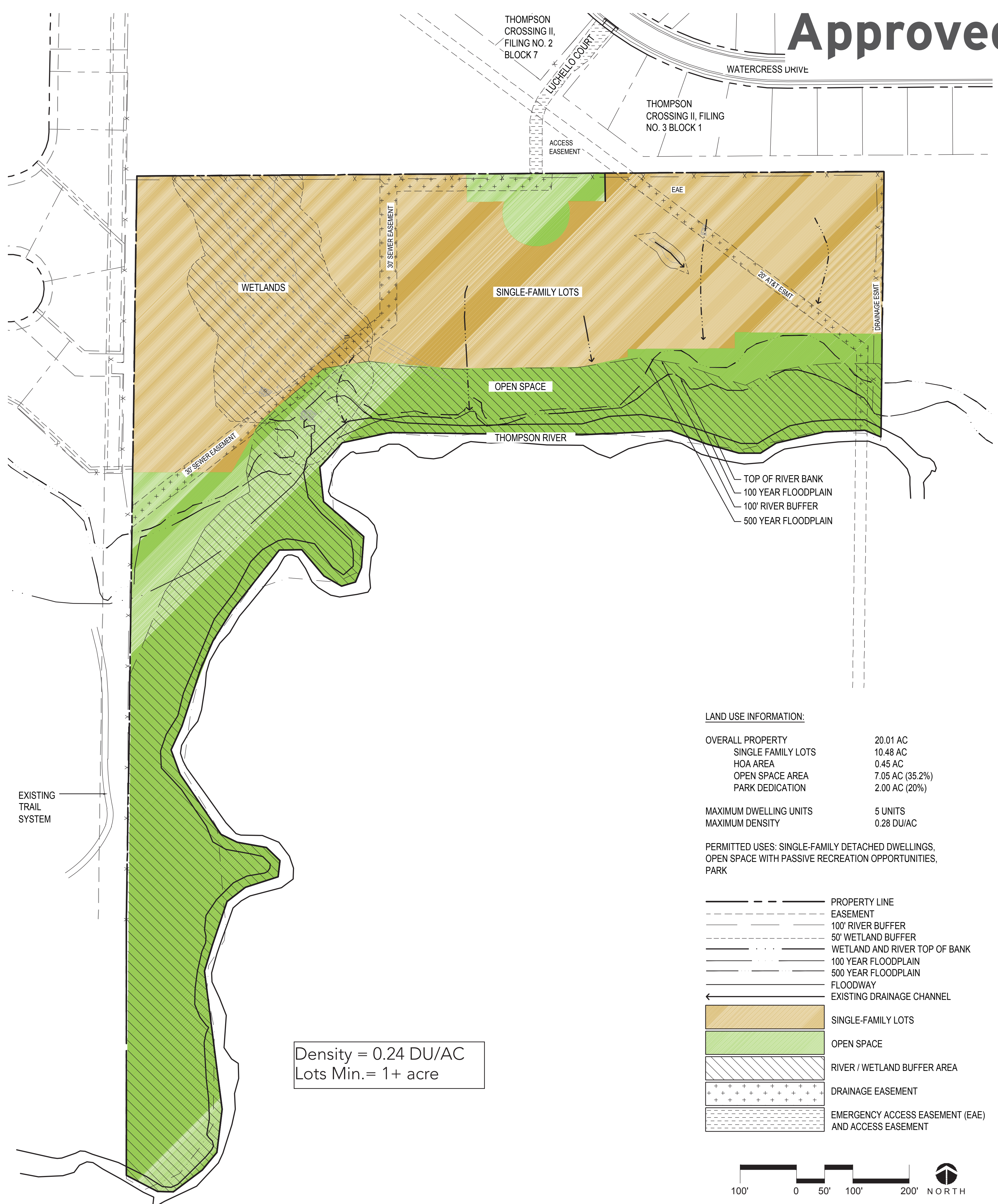


River edge vegetation



View looking south to Thompson River

Approved Outline Development Plan (ODP)



LAND USE INFORMATION:

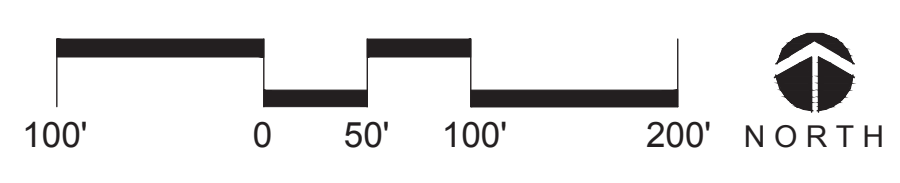
OVERALL PROPERTY	20.01 AC
SINGLE FAMILY LOTS	10.48 AC
HOA AREA	0.45 AC
OPEN SPACE AREA	7.05 AC (35.2%)
PARK DEDICATION	2.00 AC (20%)

MAXIMUM DWELLING UNITS	5 UNITS
MAXIMUM DENSITY	0.28 DU/AC

PERMITTED USES: SINGLE-FAMILY DETACHED DWELLINGS, OPEN SPACE WITH PASSIVE RECREATION OPPORTUNITIES, PARK

— — — — —	PROPERTY LINE
- - - - -	EASEMENT
— — — — —	100' RIVER BUFFER
— — — — —	50' WETLAND BUFFER
— — — — —	WETLAND AND RIVER TOP OF BANK
— — — — —	100 YEAR FLOODPLAIN
— — — — —	500 YEAR FLOODPLAIN
— — — — —	FLOODWAY
←	EXISTING DRAINAGE CHANNEL
[Orange Hatched]	SINGLE-FAMILY LOTS
[Green Hatched]	OPEN SPACE
[Blue Hatched]	RIVER / WETLAND BUFFER AREA
[Cross-hatched]	DRAINAGE EASEMENT
[Dotted]	EMERGENCY ACCESS EASEMENT (EAE) AND ACCESS EASEMENT

Density = 0.24 DU/AC
Lots Min. = 1+ acre



GENERAL

Site Planning Guidelines for Thompson Ridge Estates are designed to promote and preserve the unique character of this community through the sensitive siting and location of homes. Maximizing view opportunities to the Big Thompson River, mountains, and open spaces is encouraged and expected. Homeowners and builders shall design and arrange their sites to protect natural features on the site and within the vicinity of the site. No lot within the Thompson Ridge Estates shall be less than 1.0 acres in size. A maximum of 5 lots shall be permitted.

All development shall conform to restrictions as indicated in current Town of Johnstown Municipal Code.

SITE DESIGN STANDARDS

Dwellings shall be custom and have a variety of front elevations. To maintain the vision of a unique neighborhood, the same house shall not be duplicated within Thompson Ridge Estates. Each house shall have at least 5 characteristics which clearly and obviously distinguish it from the other houses, including: different floor plans, exterior materials, roof lines, garage placement, and placement of the footprint on the lot and/or building face.

BUILDING FORM AND ARTICULATION

Additional design standards and requirements regarding the following: Scale, Massing, Exterior material and finishes, prohibited materials, color palette, roofs, windows, columns, and porches that will be specified in Design Guidelines.

DETACHED SINGLE-FAMILY HOME

All homes shall be limited to 2-stories. Walk out basements shall be permitted to accommodate grade changes on lots. Ranch minimum main floor: 2200 square feet (excluding garage).

Two-story above grade minimum: 2800 square feet (excluding garage).

Maximum building height: The maximum building height is 30 feet.

All residential development shall conform to height restrictions as indicated in current Town of Johnstown Municipal Code.

ATTACHED GARAGES

Attached garage to match the architecture of home.

DETACHED ACCESSORY GARAGE

Detached accessory garage max: 3750 square feet, 16 foot walls and 30 feet to roof peak or ridge.

SETBACKS

Front Yard: Varies, 30' minimum

Side Yard: Varies, 20'-25'

Rear Yard: Varies, 20' minimum

OPEN SPACE

A large portion (minimum 30% or 6.0 AC) of the PUD will be open space with a natural character for more passive recreation. These areas also will provide a natural/native plant palette that will enhance views and areas of use. A minimum of 10% of the PUD will be dedicated to the Town of Johnson for park area.

LANDSCAPE STANDARDS

The design intent for the PUD is to create a community that celebrates the surrounding ecosystem. Water conservation through appropriate landscaping techniques and plant species selection will be emphasized for the project as well as enhanced natural areas and protected ecosystems. Landscape shall adhere to Town of Johnstown Landscape Standards.

ENTRY POINT TREATMENT

Entry points into the PUD will be from Watercress Drive in the Thompson Crossing II subdivision. The 20' access drive will terminate a turn around cul de sac with a large central landscaped island.

OPEN SPACE / BUFFER YARD TREATMENT

Landscape palettes will contain a native seed mix with forbes and native perennials. Clusters of drought resistant shrubs (i.e. rabbitbrush, sages, mormon tea, etc) will create a diverse understory with deciduous and evergreen trees (i.e. hackberry, sand cherry, oaks alders, spruce, pine, etc) creating visual interest that is rooted in the context of the upland ecosystem. Areas along the Thompson River will be maintained in their natural state.

SINGLE-FAMILY RESIDENTIAL LOT TREATMENT

1. Individual lot landscaping will be provided by each homeowner.
2. Design shall be in accordance with the covenants of the community. A maximum of 4,000 SF of high water use irrigated area and 5,700 SF of low water use irrigated area is permitted on each single-family lot. Refer to ODP 4 for Typical Lot Irrigated Landscape Area Diagram.
3. Must be completed within 12 months of certificate of occupancy.

IRRIGATION

Landscaping in the HOA turnaround island will be provided with drip irrigation. Single-family lots will provide permanent irrigation for areas that are landscaped directly adjacent to the homes. The greater portion of the Thompson Ridge Estates will maintain the existing natural state and shall not be irrigated.

SIGNAGE

A monument sign identifying the final development name shall be located at the turn around island entrance. Materials and character of signage shall reflect the overall theme and character of the development. All lighting shall meet Town of Johnstown standards.

STORAGE

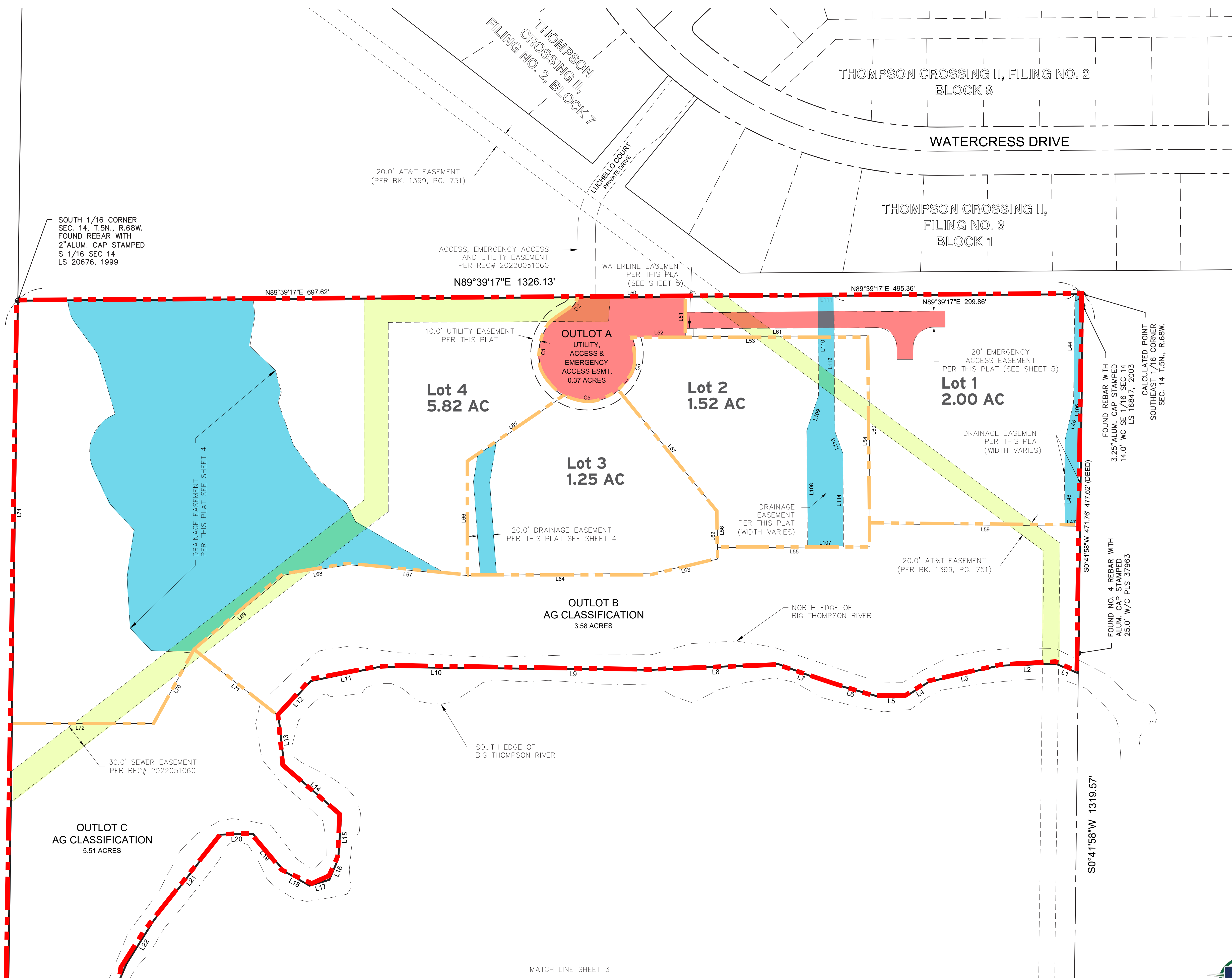
Boats, campers, and trailer vehicles shall only be permitted to be stored within completely closed structures.

LIGHTING

All lighting shall be full cut-off with a kelvin temperature of 3,000 kelvin maximum. No light spillage shall be permitted outside of the specified lot.

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Legend

- Property line
- Lot line
- Drainage Easement
- Emergency Access Easement
- Utility Easement

LEGEND

- FOUND MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND REBAR WITH ALUM. CAP AS NOTED

LINE-TYPES AND HATCHING

- LOT LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- BUILDING ENVELOPE
- EDGE OF RIVER
- MARSH AREA

(BASIS OF BEARINGS) N0°48'15"E 1318.83'

MATCH LINE SHEET 3

Illustrative Plan



LAND USE CHART:

AREA	ACRES
LOT 1	2.00
LOT 2	1.52
LOT 3	1.25
LOT 4	5.72
OUTLOT A (HOA)	0.37
OUTLOT B (AG)	3.58
OUTLOT C (AG)	5.51
TOTAL	20.05

NOTE:

1. Single-family homes, shop buildings and driveway locations/footprint on lots are conceptual in nature. Final locations for each shall be determined at the time of building permitting.
2. Single-family home and detached accessory garages shall meet the setbacks of:
 - Front yard: 30' minimum
 - Side yard: 20-25'
 - Rear yard: Varies, 20' minimum



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 7, 2022

SUBJECT: Public Hearing: Proposed 2023 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS:

1. Exhibit A – FY 2023 Proposed Budget
2. Exhibit B – FY 2023 Proposed Changes
3. Presentation FY 2023 Proposed Budget

PRESENTED BY: Devon McCarty, Interim Finance Director

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2023 Budget.

The original proposed 2023 budget was presented to the Town Council on September 12, 2022 and September 26, 2022. The proposed budget that was originally presented to the Town Council has been amended to reflect Council suggestions, updates to revenue projections as well as other changes that better reflect the current and expected future financial position of the Town.

The 2023 Proposed Budget includes a number of important features including the continuation of core services provided by the Town, including police services, planning services, water, sewer, and storm utility services, parks and open space maintenance, cemetery maintenance, municipal courts, transportation networks, infrastructure, building and construction oversight, and various administrative duties including human resources, finance and administration.

In addition to the core services, a number of capital items that will produce significant outcomes for the community are also addressed in the budget. These improvements are a result of the Council goals and objectives and implementation of the various plans that have been developed

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with the Council, Staff and most importantly, the Community. Some of the more notable items that have been included in the budget are as follows:

- General Fund
 - Shared Emergency Management Coordinator
 - Johnstown Downtown Branding study completion
 - Loan to the water and sewer funds
 - Broadband technology (fiber) solutions
 - Design for Police Department building expansion
- Parks and Open Space Fund
 - Construction of the Little Thompson Trail project
 - Construction of pickleball courts
 - Construction of a dog park
 - Master plan for Letford Elementary School property
- Street and Alley Fund
 - Street maintenance program
 - Charlotte Avenue reconstruction/improvements
 - Signal at Carlson Blvd. and Highway 60
- Capital Projects Fund
 - I-25 and Highway 60 Interchange aesthetic improvements
 - Permanent Signage based on results from Downtown Branding Study
- Water Fund
 - Construction of the new Water Treatment Plant Expansion
 - Raw water trunk line
- Storm Water Fund
 - Charlotte Avenue improvements
 - MS4 permit plans and standards
- Sewer Fund
 - Low Point construction
 - North Interceptor construction

While service delivery is either maintained at a consistent level or improved, we expect expenditures to increase when measured across all funds. Managing this increase is only possible when revenues and existing fund balance exceed the project expenditures. Should revenues not come in as expected, it is possible that these expenditures could change and be decreased. As always, we will monitor these on a continuous basis for any abnormalities.

The budget parallels the methods of accounting used for the Town's funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both

measurable and available and expenditures are recorded when a liability is incurred except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2023.

LEGAL ADVICE:

A public hearing is required per state and local law.

FINANCIAL ADVICE :

This public hearing will maintain our compliance with both state and local regulations.

RECOMMENDED ACTION: No action is necessary this is a public hearing.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	49,790	270,000	6,500	480,150	806,440	25,000	-	-	831,440
Town Manager	865,110	300,295	75,705	146,320	1,387,430	55,000	-	-	1,442,430
Town Clerk	300,100	99,960	37,350	4,500	441,910	-	-	-	441,910
Finance	213,160	215,950	15,260	6,500	450,870	-	-	-	450,870
Planning	508,480	24,200	25,580	8,050	566,310	-	-	-	566,310
Bldg Inspections	103,350	303,700	5,970	800	413,820	-	-	-	413,820
Police	4,087,900	343,140	405,970	112,100	4,949,110	307,500	750,000	-	6,006,610
Public Works	641,900	17,050	55,600	21,800	736,350	25,000	-	-	761,350
Buildings	-	233,000	7,000	23,100	263,100	25,000	-	-	288,100
Reimbursements	-	700,000	-	-	700,000	-	-	-	700,000
Totals	\$6,769,790	\$2,507,295	\$634,935	\$803,320	\$10,715,340	\$437,500	\$750,000	\$0	\$11,902,840
Total Cash Available									\$ 23,946,290
Ending Fund Balance									\$ 12,043,450
% of Total Budget	56.88%	21.06%	5.33%	6.75%	90.02%	3.68%	6.30%	0.00%	100.00%

General Fund

Item #11.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
ADVALOREM TAXES						
10.01.3110.00	PROPERTY TAXES - WELD	3,920,360	3,902,572	3,983,941	3,983,941	4,251,814
10.01.3112.00	PROPERTY TAXES - LARIMER	5,715,505	4,241,878	4,281,495	5,694,300	4,778,720
	SUBTOTAL	9,635,865	8,144,450	8,265,436	9,678,241	9,030,534
SALES TAX						
10.01.3120.00	SALES TAX - STATE	10,253,446	5,810,914	6,685,380	9,600,000	9,000,000
10.01.3122.00	USE TAX - BUILDING	1,311,163	1,635,136	750,000	2,000,000	750,000
	SUBTOTAL	11,564,610	7,446,050	7,435,380	11,600,000	9,750,000
EXCISE TAX						
10.01.3130.00	LODGING TAX	136,917	70,187	111,900	90,000	90,000
10.01.3150.00	TOBACCO TAX	38,066	11,048	25,000	20,000	20,000
10.01.3160.00	SEVERANCE TAX	104,279	632,921	75,000	75,000	75,000
	SUBTOTAL	279,263	714,156	211,900	185,000	185,000
FRANCHISE TAX						
10.01.3180.00	FRANCHISE TAX-CABLE	29,546	13,990	26,000	26,000	32,000
10.01.3184.00	FRANCHISE TAX - ELECTRIC & GAS	492,303	295,635	475,000	420,000	420,000
	SUBTOTAL	521,849	309,625	501,000	446,000	452,000

General Fund

GENERAL FUND REVENUES		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
LICENSES, PERMITS, & SERVICE CHARGES						
10.01.3210.00	BUSINESS LICENSES	24,798	16,975	15,000	24,798	26,000
10.01.3215.00	CONTRACTORS LICENSES	29,300	20,200	28,000	28,000	28,000
10.01.3220.00	DOG LICENSE/FEEs	797	819	1,500	1,500	1,500
10.01.3230.00	LIQUOR LICENSE	6,330	4,079	3,500	3,800	4,000
10.01.3510.00	ABATEMENT FEES	2,045	1,950	500	2,100	2,000
10.01.3520.00	ADMINISTRATIVE FEES	12,361	2,613	3,000	3,000	2,500
10.01.3530.00	BUILDING PERMITS	1,015,639	1,669,565	750,000	2,300,000	1,000,000
10.01.3546.00	PLAN REVIEW FEE	7,359	-	-	-	-
10.01.3565.00	FACILITY RENTAL FEES	2,449	3,525	250	3,500	2,500
10.01.3570.00	FINGERPRINTING FEES		330		330	330
10.01.3750.00	POLICE FACILITIES DEVELOPMENT FEES	244,980	436,069	109,950	600,000	280,610
10.01.3760.00	PUBLIC FACILITITES IMPACT FEES	597,834	999,962	238,350	1,300,000	609,660
	SUBTOTAL	1,943,891	3,156,087	1,150,050	4,267,028	1,957,100
FINES, FORFEITURES, & PD FEES						
10.01.3310.00	COURT REVENUES	244,876	141,739	145,000	183,500	160,000
10.01.3320.00	COURT SURCHARGE	25,740	20,208	15,500	19,000	15,500
10.01.3330.00	RESTITUTION		275			
	SUBTOTAL	270,616	162,222	160,500	202,500	175,500
OTHER REVENUES						
10.01.3960.00	INTEREST INCOME	91,125	139,779	52,500	70,000	15,000
10.01.3970.00	MISC REVENUE	106,226	306,993	15,000	309,300	10,000
10.01.3985.00	REFUND OF EXPENDITURES	909,635	520,727	150,000	593,000	737,500
10.01.3990.00	RENT INCOME	7,187	4,200	6,600	6,600	6,600
	SUBTOTAL	1,114,173	971,699	224,100	978,900	769,100

General Fund

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
<u>GENERAL FUND REVENUES</u>		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
REVENUE FROM OTHER AGENCIES						
10.01.3410.00	GRANTS - FEDERAL	-	1,910,007	-	1,910,007	-
10.01.3420.00	ROYALTIES	154,218	86,943	25,000	57,920	25,000
10.01.3440.00	STATE GRANTS	10,440	26,898	87,500	157,190	10,000
	SUBTOTAL	164,657	2,023,848	112,500	2,125,117	35,000
EVENTS & COMMUNITY ACTIVITIES						
10.01.3953.00	DONATIONS/COMMUNITY ACTIVITIES	1,197		500	500	
	SUBTOTAL	1,197	-	500	500	-
TOTAL FUND REVENUES		25,496,120	22,928,137	18,061,366	29,483,286	22,354,234
INTRAGOVERNMENTAL REVENUES						
10.01.3999.00	TO LIBRARY	(1,143,334)	(758,528)	(1,140,000)	(1,140,000)	(1,243,246)
10.01.3999.00	TO SEWER FUND		-	-	-	(50,000,000)
10.01.3999.00	TO WATER FUND	(811,362)	-	(40,000,000)	-	(30,000,000)
10.01.3999.00	TO PARKS	-	-	(1,112,000)	(1,112,000)	-
10.01.3999.00	TO REC CENTER	-	-	-	-	(77,262)
10.01.3999.00	TO STREETS	(2,000,000)	-	-	-	-
10.01.3999.00	TO TAX FUND	(403,646)	(104,581)	(585,000)	(645,050)	(625,000)
	SUBTOTAL	(4,358,342)	(863,109)	(42,837,000)	(2,897,050)	(81,945,508)
TOTAL FUND REVENUES W/TRANSERS		21,137,778	22,065,028	(24,775,634)	26,586,236	(59,591,273)
		1,885,807				
UNRESTRICTED CASH BALANCE FORWARD						83,537,563
TOTAL ANTICIPATED FUNDS AVAILABLE						23,946,290

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.10.4001.00	Salaries	40,220	26,088	25,000	43,600	45,780
10.10.4010.00	Payroll Taxes	3,087	1,996	2,000	3,200	3,550
10.10.4025.00	Workers Compensation	39	207	1,200	1,200	460
	Total Personnel Services	43,347	28,291	28,200	48,000	49,790
	<u>Contractual Services</u>					
10.10.4100.00	Audit	8,500	9,000	18,000	9,000	18,000
10.10.4135.00	Other Contractual Services	11,130	7,508	20,300	45,300	40,000
10.10.4145.00	Printing & Advertising	8,771	5,121	19,000	10,000	19,000
10.10.4150.00	Professional Services	201,211	56,296	175,000	125,000	175,000
10.10.4180.00	Travel & Training	3,221	3,732	18,000	10,000	18,000
	Total Contractual Services	232,833	81,657	250,300	199,300	270,000
	<u>Commodities</u>					
10.10.4310.00	Computers & Software	1,280	1,313	5,000	3,000	3,000
10.10.4385.00	Supplies - General	1,080	481	2,500	2,000	2,500
10.10.4400.00	Supplies - Office		1,050	1,000	500	1,000
	Total Commodities	2,360	2,844	8,500	5,500	6,500
	<u>Other Charges</u>					
10.10.4530.00	Election Expenses		34,814	38,000	35,000	-
10.10.4540.00	Insurance	92,427	110,465	126,000	126,000	124,650
10.10.4560.00	Memberships & Subscriptions	44,816	19,300	50,000	51,000	65,500
10.10.4570.00	Miscellaneous	1,082,783	373,191	386,500	632,000	290,000
	Total Other Charges	1,220,027	537,770	600,500	844,000	480,150
	<u>Capital - \$5,000/item min.</u>					
10.10.4830.00	Equipment	49,655	115,197	45,000	129,000	25,000
10.10.4840.00	Other Improvements	-	-	-	1,509,000	-
	Total Capital	49,655	115,197	45,000	1,638,000	25,000
	Total Budget Request	1,548,221	765,759	932,500	2,734,800	831,440

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.20.4001.00	Salaries	325,574	296,004	619,800	619,800	658,700
10.20.4002.00	Overtime	-	-	500	500	500
10.20.4010.00	Payroll Taxes	23,500	22,165	48,800	48,800	50,550
10.20.4020.00	Unemployment Taxes	360	-	6,550	6,550	7,000
10.20.4025.00	Workers Compensation	1,067	4,931	7,800	7,800	4,280
10.20.4030.00	Group Insurance	46,315	42,620	111,600	111,600	73,040
10.20.4035.00	Retirement Contribution	29,210	27,125	74,500	74,500	64,140
10.20.4040.00	Automobile Allowance	250	-	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	713	4,775	600	600	900
	Total Personnel Services	426,988	397,620	876,150	876,150	865,110
	Contractual Services					
10.20.4120.00	Employee Education		1,000	3,000	3,000	-
10.20.4135.00	Other Contractual Services	26,375	7,792	60,700	37,200	45,900
10.20.4140.00	Postage	53	-	3,150	1,500	2,650
10.20.4145.00	Printing & Advertising	28,835	19,559	46,100	45,600	64,040
10.20.4150.00	Professional Services	174,565	22,558	252,000	72,000	130,500
10.20.4170.00	Telephone & Internet	2,876	1,801	8,900	8,000	12,320
10.20.4180.00	Travel & Training	8,151	10,586	52,075	45,475	44,885
	Total Contractual Services	240,855	63,296	425,925	212,775	300,295
	Commodities					
10.20.4310.00	Computers & Software	8,104	12,057	31,873	31,800	59,205
10.20.4330.00	Fuel & Lubricants	1,310	967	1,000	1,000	2,500
10.20.4385.00	Supplies - General	9,229	651	10,350	8,500	9,100
10.20.4400.00	Supplies - Office	3,484	1,898	8,300	7,000	4,900
	Total Commodities	22,127	15,573	51,523	48,300	75,705
	Other Charges					
10.20.4540.00	Insurance	2,117	3,419	5,400	5,400	4,900
10.20.4560.00	Memberships & Subscriptions	3,780	3,693	17,595	17,595	18,420
10.20.4570.00	Miscellaneous	7,970	25,258	148,000	137,000	123,000
	Total Other Charges	13,867	32,370	170,995	159,995	146,320

General Fund - Town Manager Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
10.20.4840.00	Infrastructure	-	-	120,000	60,000	55,000
	Total Capital	-	-	120,000	60,000	55,000
	Total Budget Request	703,836	508,859	1,644,593	1,357,220	1,442,430

General Fund - Town Clerk Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.30.4001.00	Salaries	201,316	173,808	261,100	256,000	209,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	14,946	12,763	20,200	19,800	16,000
10.30.4020.00	Unemployment Taxes	-	-	2,600	2,600	1,800
10.30.4025.00	Workers Compensation	592	2,431	2,550	2,450	3,900
10.30.4030.00	Group Insurance	36,158	36,488	83,000	83,000	43,400
10.30.4035.00	Retirement Contribution	12,609	15,615	30,800	29,500	25,100
	Total Personnel Services	265,620	241,105	400,750	393,850	300,100
	Contractual Services					
10.30.4135.00	Other Contractual Services	4,633	7,838	14,800	14,800	18,000
10.30.4140.00	Postage	1,317	1,161	2,400	1,500	2,000
10.30.4145.00	Printing & Advertising	401	59	1,000	500	1,500
10.30.4150.00	Professional Services	77,373	48,811	62,000	63,000	69,000
10.30.4160.00	Rents	457	197	2,500	1,000	1,000
10.30.4170.00	Telephone & Internet	3,581	2,227	6,500	4,000	4,960
10.30.4180.00	Travel & Training	1,050	-	1,800	2,000	3,500
	Total Contractual Services	88,812	60,293	91,000	86,800	99,960
	Commodities					
10.30.4310.00	Computers & Software	11,423	5,336	2,400	5,500	33,850
10.30.4330.00	Fuel & Lubricants	1,929	270	3,000	500	500
10.30.4400.00	Supplies - Office	2,456	2,709	3,500	3,000	3,000
	Total Commodities	15,808	8,315	8,900	9,000	37,350
	Other Charges					
10.30.4540.00	Insurance	6,111	3,758	4,600	4,600	2,500
10.30.4560.00	Memberships & Subscriptions	136	137	1,000	1,000	1,500
10.30.4570.00	Miscellaneous	2,918	302	3,500	500	500
	Total Other Charges	9,165	4,197	9,100	6,100	4,500
	Total Budget Request	379,404	313,910	509,750	495,750	441,910

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.40.4001.00	Salaries	105,646	70,451	116,300	116,300	150,200
10.40.4002.00	Overtime	50		500		500
10.40.4010.00	Payroll Taxes	7,993	5,179	8,900	8,900	11,500
10.40.4020.00	Unemployment Taxes	-	-	1,350	1,350	1,800
10.40.4025.00	Workers Compensation	369	1,097	2,560	2,560	2,560
10.40.4030.00	Group Insurance	13,300	13,882	18,600	18,600	28,500
10.40.4035.00	Retirement Contribution	8,726	8,120	13,600	19,000	18,100
	Total Personnel Services	136,084	98,729	161,810	166,710	213,160
	Contractual Services					
10.40.4135.00	Other Contractual Services	24,287	140,966	191,850	191,850	198,000
10.40.4140.00	Postage	7	-	450	450	450
10.40.4145.00	Printing & Advertising	-	-	3,000	300	3,000
10.40.4150.00	Professional Services	200	200	-	200	-
10.40.4170.00	Telephone & Internet	2,371	1,480	3,900	3,900	7,000
10.40.4180.00	Travel & Training	791	512	7,500	6,000	7,500
	Total Contractual Services	27,657	143,158	206,700	202,700	215,950
	Commodities					
10.40.4310.00	Computers & Software	709	30,842	38,800	38,800	11,760
10.40.4400.00	Supplies - Office	4,415	1,867	3,200	2,900	3,500
	Total Commodities	5,124	32,709	42,000	41,700	15,260
	Other Charges					
10.40.4540.00	Insurance	800	1,292	1,900	1,100	1,400
10.40.4560.00	Memberships & Subscriptions	265	150	600	600	600
10.40.4570.00	Miscellaneous	127	8,119	4,500	4,500	4,500
	Total Other Charges	1,192	9,561	7,000	6,200	6,500
	Total Budget Request	170,056	284,157	417,510	417,310	450,870

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.50.4001.00	Salaries	205,620	141,956	335,800	270,000	345,600
10.50.4010.00	Payroll Taxes	15,013	10,267	26,600	21,500	26,300
10.50.4020.00	Unemployment Taxes	-	-	5,000	5,000	4,000
10.50.4025.00	Workers Compensation	3,051	2,444	5,000	4,650	6,730
10.50.4030.00	Group Insurance	60,200	36,806	124,100	78,900	84,200
10.50.4035.00	Retirement Contribution	14,212	14,798	41,300	33,000	41,650
	Total Personnel Services	298,096	206,271	537,800	413,050	508,480
	Contractual Services					
10.50.4120.00	Employee Education	-	-	-	-	3,000
10.50.4135.00	Other Contractual Services	34,269	50,758	162,100	162,100	3,000
10.50.4140.00	Postage	301	453	600	750	800
10.50.4145.00	Printing & Advertising	1,617	-	600	600	1,000
10.50.4150.00	Professional Services	10,530	199	-	200	-
10.50.4170.00	Telephone & Internet	2,371	1,480	6,000	6,000	7,200
10.50.4180.00	Travel & Training	1,045	135	8,000	6,000	9,200
	Total Contractual Services	50,132	53,025	177,300	175,650	24,200
	Commodities					
10.50.4310.00	Computers & Software	13,178	11,428	20,380	20,380	20,580
10.50.4400.00	Supplies - Office	1,195	820	5,000	4,000	5,000
	Total Commodities	14,373	12,248	25,380	24,380	25,580
	Other Charges					
10.50.4540.00	Insurance	1,823	2,944	3,600	3,000	2,050
10.50.4560.00	Memberships & Subscriptions	618	95	4,548	1,700	2,500
10.50.4570.00	Miscellaneous	25	3,153	3,500	3,500	3,500
	Total Other Charges	2,467	6,192	11,648	8,200	8,050
	Capital - \$5,000/item min.					
10.50.4830.00	Equipment	-	7,740	7,750	7,740	-
	Total Capital	-	7,740	7,750	7,740	-
	Total Budget Request	365,068	285,476	759,878	629,020	566,310

General Fund - Planning Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	643,775	442,347	300,000	500,000	700,000
	Total Contractual Services	643,775	442,347	300,000	500,000	700,000
	Total Budget Request	643,775	442,347	300,000	500,000	700,000

General Fund - Building Inspections Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.60.4001.00	Salaries	55,305	41,886	63,500	63,500	65,800
10.60.4002.00	Overtime	-	-	500	500	-
10.60.4010.00	Payroll Taxes	4,290	3,114	4,900	4,900	5,050
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	64	42	650	650	1,250
10.60.4030.00	Group Insurance	752	368	2,000	2,000	21,000
10.60.4035.00	Retirement Contribution	2,588	3,568	7,700	9,500	9,600
	Total Personnel Services	62,999	48,978	79,900	81,700	103,350
	Contractual Services					
10.60.4135.00	Other Contractual Services	180,684	110,839	181,300	181,300	300,000
10.60.4140.00	Postage	-	-	200	-	-
10.60.4145.00	Printing & Advertising	-	-	700	-	200
10.60.4150.00	Professional Services	-	-	5,000	-	-
10.60.4170.00	Telephone & Internet	505	320	1,300	1,300	1,700
10.60.4180.00	Travel & Training	-	-	-	-	1,800
	Total Contractual Services	181,189	111,159	188,500	182,600	303,700
	Commodities					
10.60.4310.00	Computers & Software	2,178	2,287	500	2,800	5,270
10.60.4400.00	Supplies - Office	339	472	700	700	700
10.60.4430.00	Supplies - Training	-	-	500	-	-
	Total Commodities	2,517	2,759	1,700	3,500	5,970
	Other Charges					
10.60.4540.00	Insurance	421	680	1,000	1,000	500
10.60.4560.00	Memberships & Subscriptions	260	170	300	300	300
10.60.4570.00	Miscellaneous	23	-	-	-	-
	Total Other Charges	704	850	1,300	1,300	800
	Total Budget Request	247,409	163,746	271,400	269,100	413,820

General Fund - Police Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
10.70.4001.00	Salaries	2,015,247	1,585,258	2,556,400	2,556,400	2,585,500
10.70.4002.00	Overtime	21,864	47,453	37,500	65,500	67,000
10.70.4003.00	Off-Duty Work	456	-	30,000	-	-
10.70.4010.00	Payroll Taxes	152,275	120,829	204,500	195,000	198,500
10.70.4020.00	Unemployment Taxes	-	-	21,300	21,300	24,500
10.70.4025.00	Workers Compensation	58,941	51,018	149,800	149,800	152,000
10.70.4030.00	Group Insurance	349,076	274,593	516,700	479,000	410,500
10.70.4035.00	Retirement Contribution	125,112	166,797	301,100	301,100	314,800
	Total Personnel Services	2,722,972	2,245,948	3,817,300	3,768,100	3,752,800
	<u>New Personnel</u>					
10.70.4001.00	Salaries	-	-	-	-	212,800
10.70.4002.00	Overtime	-	-	-	-	6,000
10.70.4010.00	Payroll Taxes	-	-	-	-	16,300
10.70.4020.00	Unemployment Taxes	-	-	-	-	4,000
10.70.4025.00	Workers Compensation	-	-	-	-	8,000
10.70.4030.00	Group Insurance	-	-	-	-	62,000
10.70.4035.00	Retirement Contribution	-	-	-	-	26,000
	Total New Personnel	-	-	-	-	335,100
	<u>Contractual Services</u>					
10.70.4120.00	Employee Education	(410)				3,000
10.70.4122.00	Maintenance - Buildings	631	95			-
10.70.4130.00	Maintenance - Vehicles	45,989	21,315	25,000	25,000	27,000
10.70.4135.00	Other Contractual Services	121,956	134,962	212,000	179,700	191,640
10.70.4140.00	Postage	2,788	1,269	5,000	4,000	4,500
10.70.4145.00	Printing & Advertising	402	422	1,500	1,300	1,500
10.70.4150.00	Professional Services	24,977	4,927	35,100	20,200	28,500
10.70.4170.00	Telephone & Internet	40,355	22,067	56,600	41,000	45,000
10.70.4180.00	Travel & Training	11,451	4,429	33,100	17,400	42,000
	Total Contractual Services	248,139	189,486	368,300	288,600	343,140

General Fund - Police Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
10.70.4310.00	Computers & Software	18,983	11,685	18,840	16,750	111,170
10.70.4330.00	Fuel & Lubricants	53,106	47,599	60,000	60,000	72,000
10.70.4385.00	Supplies - General	110,677	35,634	116,440	119,700	174,300
10.70.4395.00	Supplies - Lab	4,329	9,341	10,500	11,000	6,000
10.70.4400.00	Supplies - Office	7,893	7,281	13,000	12,000	13,500
10.70.4460.00	Uniforms	14,209	5,231	17,000	11,900	29,000
	Total Commodities	209,197	116,771	235,780	231,350	405,970
	Other Charges					
10.70.4520.00	Donations - Community Programs	4,107	3,380	4,500	4,500	4,500
10.70.4540.00	Insurance	90,675	100,331	111,200	100,340	106,100
10.70.4560.00	Memberships & Subscriptions	370	295	1,500	500	1,500
10.70.4570.00	Miscellaneous	-	9,042	-	-	-
	Total Other Charges	95,153	113,048	117,200	105,340	112,100
	Capital - \$5,000/item min.					
10.70.4830.00	Equipment					7,500
10.70.4860.00	Vehicles	101,680	189,980	190,000	190,000	300,000
	Total Capital	101,680	189,980	190,000	190,000	307,500
Impact						
	Capital - \$5,000/item min.					
10.70.4860.00	Vehicles	-	-	-	-	300,000
10.70.4890.00	Other Improvements	-	-	150,000	-	450,000
	Total Capital	-	-	150,000	-	750,000
	Total Budget Request	3,377,141	2,855,233	4,878,580	4,583,390	6,006,610

General Fund - Public Works Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
10.80.4001.00	Salaries	128,121	214,629	453,600	453,600	449,600
10.80.4002.00	Overtime	-	356	-	148	500
10.80.4010.00	Payroll Taxes	9,876	15,784	35,700	33,200	37,800
10.80.4020.00	Unemployment Taxes	-	-	4,600	4,600	4,600
10.80.4025.00	Workers Compensation	7,981	4,562	11,300	10,400	18,800
10.80.4030.00	Group Insurance	21,311	36,283	139,100	135,000	72,800
10.80.4035.00	Retirement Contribution	11,969	16,106	54,800	52,500	57,800
	Total Personnel Services	179,258	287,720	699,100	689,448	641,900
	Contractual Services					
10.80.4122.00	Maintenance - Buildings	1,157	936	-	800	-
10.80.4125.00	Maintenance - Equipment	831	-	1,500	1,500	3,000
10.80.4130.00	Maintenance - Vehicles	50	-	-	-	-
10.80.4135.00	Other Contractual Services	5,090	1,739	1,200	1,500	1,500
10.80.4140.00	Postage	28	-	200	200	50
10.80.4145.00	Printing & Advertising	681	597	200	375	500
10.80.4160.00	Rents	564	558	2,500	500	1,000
10.80.4170.00	Telephone & Internet	7,258	5,489	9,300	9,300	6,000
10.80.4180.00	Travel & Training	824	759	750	800	5,000
	Total Contractual Services	16,482	10,078	15,650	14,975	17,050

General Fund - Public Works Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
10.80.4310.00	Computers & Software	5,255	21,462	16,900	16,900	38,600
10.80.4330.00	Fuel & Lubricants	2,192	1,818	2,400	2,400	5,000
10.80.4385.00	Supplies - General	1,329	7,965	3,000	3,000	5,000
10.80.4400.00	Supplies - Office	1,276	7,837	9,250	10,750	1,000
10.80.4410.00	Supplies - Operational	1,230	243	3,000	3,000	5,000
10.80.4460.00	Uniforms	-	-	-	-	1,000
	Total Commodities	11,282	39,325	34,550	36,050	55,600
	Other Charges					
10.80.4540.00	Insurance	1,297	6,687	11,100	10,100	15,800
10.80.4560.00	Memberships & Subscriptions	-	-	800	800	3,000
10.80.4570.00	Miscellaneous	4,401	2,850	-	-	3,000
	Total Other Charges	5,698	9,537	11,900	10,900	21,800
	Capital - \$5,000/item min.					
10.80.4830.00	Equipment	-	-	-	-	25,000
	Total Capital	-	-	-	-	25,000
	Total Budget Request	212,721	346,660	761,200	751,373	761,350

General Fund - Buildings Dept.

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
10.82.4122.00	Maintenance - Buildings	59,517	10,528	40,800	38,000	48,000
10.82.4125.00	Maintenance - Equipment	1,217	9,210	10,000	10,000	10,500
10.82.4127.00	Maintenance - Infrastructure	11,997	7,377	9,000	9,000	9,000
10.82.4135.00	Other Contractual Services	62,765	36,273	78,100	78,100	80,000
10.82.4150.00	Professional Services	495	169	3,250	3,250	4,000
10.82.4160.00	Rents	1,665	-	1,500	1,500	1,500
10.82.4190.00	Utilities	52,143	57,450	75,000	75,000	80,000
	Total Contractual Services	189,798	121,007	217,650	214,850	233,000
	Commodities					
10.82.4390.00	Supplies - Janitorial	678	1,301	3,000	3,000	4,000
10.82.4410.00	Supplies - Operational	5,927	1,076	3,000	3,000	3,000
	Total Commodities	6,605	2,377	6,000	6,000	7,000
	Other Charges					
10.82.4540.00	Insurance	15,513	20,526	24,600	24,600	23,100
	Total Other Charges	15,513	20,526	24,600	24,600	23,100
	Capital - \$5,000/item min.					
10.82.4810.00	Buildings	32,807	8,600	45,000	55,000	25,000
10.82.4830.00	Equipment	5,975	-	-	-	-
	Total Capital	38,782	8,600	45,000	55,000	25,000
	Total Budget Request	250,698	152,510	293,250	300,450	288,100

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	---	---	0
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 118,251

Ending Fund Balance \$ 118,251

Conservation Trust Fund

Item #11.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CONSERVATION TRUST FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00	LOTTERY FUNDS	91,832	55,839	81,100	81,100	82,000
30.01.3960.00	INTEREST INCOME	60	140	50	50	50
TOTAL FUND REVENUES		91,892	55,979	81,150	81,150	82,050
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						36,201
TOTAL ANTICIPATED FUNDS AVAILABLE		91,892	55,979	81,150	81,150	118,251

Conservation Trust Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure		79,593	145,000	145,000	-
	Total Capital	-	79,593	145,000	145,000	-
	Total Budget Request	-	79,593	145,000	145,000	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	510,750	409,100	88,790	16,300	1,024,940	205,000	2,700,000	-	3,929,940
Totals	\$ 510,750	\$ 409,100	\$ 88,790	\$ 16,300	\$ 1,024,940	\$ 205,000	\$ 2,700,000	\$ -	\$ 3,929,940

Total Cash Available \$ 6,080,117

Ending Fund Balance \$ 2,150,177

% of Total Budget	13.00%	10.41%	2.26%	0.41%	26.08%	5.22%	68.70%	0.00%	100.00%
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Parks Open Space Fund

Item #11.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
34.01.3225.00	FISHING LICENSES	905	370	500	100	500
34.01.3420.00	GRANTS	63,437	-	205,000	-	-
34.01.3470.00	LARIMER COUNTY OPEN SPACE	314,035	250,010	243,650	243,650	243,650
34.01.3532.00	PARK FEES - BUILDING PERMITS	106,000	140,500	75,000	170,000	85,000
34.01.3567.00	PARK RESERVATION FEES	950	1,765	400	1,500	400
34.01.3740.00	PARK & OS - IMPACT FEES	253,128	616,993	179,100	700,000	456,980
34.01.3940.00	CEMETERY LOT PURCHASE	52,173	56,840	17,000	27,300	17,000
34.01.3960.00	INTEREST INCOME	1,343	15,049	2,000	10,000	2,000
34.01.3970.00	MISCELLANEOUS	3,027	3,281	-	3,281	-
		<u>794,998</u>	<u>1,084,808</u>	<u>722,650</u>	<u>1,155,831</u>	<u>805,530</u>
34.01.3999.00	FROM WATER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM SEWER FUND	100,000	-	20,000	20,000	20,000
34.01.3999.00	FROM DRAINAGE	20,000	-	10,000	10,000	10,000
34.01.3999.00	FROM GENERAL FUND	-	-	1,112,000	1,112,000	-
TOTAL FUND REVENUES		<u>1,014,998</u>	<u>1,084,808</u>	<u>1,884,650</u>	<u>2,317,831</u>	<u>855,530</u>
		60,000				
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						5,224,587
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>6,080,117</u>

Parks Open Space Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
34.90.4001.00	Salaries	183,671	111,920	304,100	287,000	321,000
34.90.4002.00	Overtime	1,740	4,055	5,000	5,000	5,000
34.90.4010.00	Payroll Taxes	14,031	8,608	24,300	21,300	24,600
34.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
34.90.4025.00	Workers Compensation	5,238	5,684	25,000	25,000	15,000
34.90.4030.00	Group Insurance	21,904	21,210	78,500	68,700	59,100
34.90.4035.00	Retirement Contribution	11,090	11,171	36,800	36,800	39,500
	Total Personnel Services	237,674	162,648	478,900	449,000	469,400
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	20,500
34.90.4002.00	Overtime	-	-	-	-	1,000
34.90.4010.00	Payroll Taxes	-	-	-	-	1,600
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,500
34.90.4025.00	Workers Compensation	-	-	-	-	2,500
34.90.4030.00	Group Insurance	-	-	-	-	11,750
34.90.4035.00	Retirement Contribution	-	-	-	-	2,500
	Total Personnel Services	-	-	-	-	41,350
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	1,275	90	8,000	4,000	8,000
34.90.4125.00	Maintenance - Equipment	6,837	8,272	8,000	10,000	60,000
34.90.4127.00	Maintenance - Infrastructure	51,655	30,715	98,000	58,000	45,000
34.90.4130.00	Maintenance - Fleet	807	370	1,500	1,500	15,000
34.90.4135.00	Other Contractual Services	29,437	23,972	49,400	40,000	49,500
34.90.4140.00	Postage	-	-	100	100	-
34.90.4150.00	Professional Services	18,035	17,533	145,000	60,000	65,000
34.90.4170.00	Telephone & Internet	-	794	4,800	2,000	2,600
34.90.4180.00	Travel & Training		598	1,000	1,000	4,000
34.90.4190.00	Utilities	35,569	42,625	154,000	154,000	160,000
	Total Contractual Services	143,616	124,969	469,800	330,600	409,100

Parks Open Space Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
34.90.4300.00	Chemicals	30,876	18,426	17,000	25,700	27,000
34.90.4310.00	Computers & Software	-	500	4,200	4,200	14,040
34.90.4330.00	Fuel & Lubricants	12,065	9,175	11,000	13,000	15,000
34.90.4385.00	Supplies - General	1,435	611	2,500	2,500	3,000
34.90.4410.00	Supplies - Operational	7,829	34,958	23,000	33,000	25,000
34.90.4420.00	Supplies - Safety	145	196	1,500	1,500	1,500
34.90.4430.00	Supplies - Training	331	-	1,000	1,000	1,000
34.90.4440.00	Supplies - Fleet	782	30	1,000	1,000	-
34.90.4460.00	Uniforms	93	2,448	2,250	2,250	2,250
	Total Commodities	53,556	66,344	63,450	84,150	88,790
	Other Charges					
34.90.4540.00	Insurance	1,901	4,069	6,700	6,700	4,300
34.90.4570.00	Miscellaneous	1,536	-	10,000	10,000	12,000
	Total Other Charges	3,437	4,069	16,700	16,700	16,300
	Capital - \$5,000/item min.					
34.90.4810.00	Buildings	35,460				
34.90.4830.00	Equipment	20,676		20,000	20,000	80,000
34.90.4840.00	Infrastructure	455,628	1,424,612	2,672,000	3,422,000	80,000
34.90.4860.00	Vehicles	-	48,713	45,000	48,713	45,000
	Total Capital	511,764	1,473,325	2,737,000	3,490,713	205,000
Impact						
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	-	-	-	-	2,700,000
	Total Capital	-	-	-	-	2,700,000
	Total Budget Request	950,047	1,831,355	3,765,850	4,371,163	3,929,940

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	690,790	2,775,100	207,000	25,900	3,698,790	7,848,000	-	-	11,546,790
Totals	\$ 690,790	\$ 2,775,100	\$ 207,000	\$ 25,900	\$ 3,698,790	\$ 7,848,000	\$ -	\$ -	\$ 11,546,790

Total Cash Available \$ 24,752,760

Ending Fund Balance \$ 13,205,969

% of Total Budget	5.98%	24.03%	1.79%	0.22%	32.03%	67.97%	0.00%	0.00%	100.00%
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Street Alley Fund

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
<u>STREET AND ALLEY FUND REVENUES</u>		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
36.01.3120.00	SALES TAXES - GENERAL	1,698,681	962,433	1,114,600	1,583,333	1,500,000
36.01.3124.01	USE TAXES - BUILDINGS	328,147	387,598	150,000	500,000	187,500
36.01.3124.00	SALES & USE TAXES - VEHICLES	2,174,145	1,200,933	911,000	1,750,000	1,500,000
36.01.3140.00	SPECIFIC OWNERSHIP TAXES	525,232	304,646	440,000	440,000	380,000
36.01.3176.00	HIGHWAY USERS TAXES	578,965	282,504	535,000	304,883	538,905
36.01.3420.00	GRANTS	66,667	66,667	566,667	666,667	1,175,000
36.01.3430.00	ROAD & BRIDGE - WELD	110,487	78,082	59,000	78,000	65,000
36.01.3435.00	ROAD & BRIDGE - LARIMER	47,750	45,081	82,000	50,000	50,000
36.01.3580.00	VEHICLE REGISTRATION FEES	64,602	86,161	40,800	95,000	65,000
36.01.3590.00	TRASH COLLECTION FEES	804,638	631,472	881,000	935,000	945,000
36.01.3790.00	TRANSPORTATION FACILITY DEVELOPMENT FEE - IMPACT	1,292,540	1,906,705	416,550	2,100,000	1,170,000
36.01.3792.00	TRAFFIC SIGNAL IMPACT FEE	5,429	2,410	4,000	4,000	4,000
36.01.3793.00	TRAFFIC SIGNAL - DEV SHARE	79,750		-		0
36.01.3794.00	TRAFFIC INTERCHANGE RECOVERY		19,244	-	12,452	0
36.01.3960.00	INTEREST	3,305	36,944	2,000	37,000	10,200
36.01.3970.00	MISCELLANEOUS	7,622	140	-	120	0
36.01.3985.00	REFUND OF EXPENDITURES		1,095	-	1,095	0
36.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,486	-	-	-	0
36.01.3999.00	TRANSFER IN		-	-	-	1,450,000
	SUBTOTAL	7,789,446	6,012,115	5,202,617	8,557,550	9,040,605
	TOTAL FUND REVENUES	7,789,446	6,012,115	5,202,617	8,557,550	9,040,605

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Personnel Services					
36.90.4001.00	Salaries	250,805	199,389	406,100	382,000	382,000
36.90.4002.00	Overtime	3,125	6,530	8,000	8,000	23,250
36.90.4010.00	Payroll Taxes	18,928	15,276	31,900	30,100	30,700
36.90.4020.00	Unemployment Taxes	-	-	5,800	5,800	5,900
36.90.4025.00	Workers Compensation	11,460	9,864	35,700	35,700	35,700
36.90.4030.00	Group Insurance	31,245	30,071	137,000	119,000	79,600
36.90.4035.00	Retirement Contribution	15,499	20,920	50,100	50,100	48,400
	Total Personnel Services	331,062	282,050	674,600	630,700	605,550
	New Personnel					
36.90.4001.00	Salaries	-	-	-	-	47,200
36.90.4002.00	Overtime	-	-	-	-	2,000
36.90.4010.00	Payroll Taxes	-	-	-	-	3,650
36.90.4020.00	Unemployment Taxes	-	-	-	-	1,750
36.90.4025.00	Workers Compensation	-	-	-	-	2,590
36.90.4030.00	Group Insurance	-	-	-	-	22,000
36.90.4035.00	Retirement Contribution	-	-	-	-	6,050
	Total New Personnel	-	-	-	-	85,240
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	20,848	6,970	27,500	27,500	25,000
36.90.4127.00	Maintenance - Infrastructu	686,640	67,431	1,320,000	813,000	1,350,000
36.90.4130.00	Maintenance - Fleet	7,822	5,981	10,000	10,000	10,000
36.90.4135.00	Other Contractual Services	829,611	499,911	832,200	880,000	970,000
36.90.4140.00	Postage	50	-	1,000	1,000	1,000
36.90.4145.00	Printing & Advertising	50	-	4,000	1,800	3,000
36.90.4150.00	Professional Services	665	118,647	215,000	325,000	50,000
36.90.4160.00	Rents	2,173	2,430	5,500	3,500	5,500
36.90.4170.00	Telephone & Internet	3,057	1,890	3,600	3,600	3,600
36.90.4180.00	Travel & Training	2,543	2,969	5,000	5,000	7,000
36.90.4190.00	Utilities	143,383	205,897	300,000	340,000	350,000
	Total Contractual Services	1,696,842	912,126	2,723,800	2,410,400	2,775,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
36.90.4300.00	Chemicals	28,693	34,795	55,000	55,000	60,000
36.90.4310.00	Computers & Software	2,613	10,829	18,500	18,500	12,100
36.90.4330.00	Fuel & Lubricants	34,799	32,396	30,000	30,000	35,000
36.90.4385.00	Supplies - General	4,007	1,588	10,000	5,000	10,000
36.90.4400.00	Supplies - Office	450	-	350	350	400
36.90.4410.00	Supplies - Operational	26,394	15,584	35,000	25,000	45,000
36.90.4420.00	Supplies - Safety	2,267	4,967	10,000	10,000	15,000
36.90.4430.00	Supplies - Training	11	-	250	250	500
36.90.4440.00	Supplies - Fleet	14,911	8,100	20,000	20,000	25,000
36.90.4460.00	Uniforms	711	3,468	2,000	4,000	4,000
	Total Commodities	114,854	111,727	181,100	168,100	207,000
	Other Charges					
36.90.4540.00	Insurance	10,020	6,086	17,400	14,500	19,900
36.90.4560.00	Memberships & Subscriptio	-	422	500	500	1,000
36.90.4570.00	Miscellaneous	-	90	2,000		5,000
	Total Other Charges	10,020	6,598	19,900	15,000	25,900
	Capital - \$5,000/item min.					
36.90.4830.00	Equipment	43,844	-			170,000
36.90.4840.00	Infrastructure	329,170	1,367,980	2,650,000	4,572,000	7,365,000
36.90.4860.00	Vehicles	-	48,712	119,000	181,000	313,000
36.90.4890.00	Other Improvements	-	-	-	-	-
	Total Capital	373,014	1,416,692	2,769,000	4,753,000	7,848,000
	Total Budget Request	2,525,792	2,729,193	6,368,400	7,977,200	11,546,790

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	11,500	-	-	11,500	2,500,000	-	2,511,500
Totals	\$ -	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ 2,500,000	\$ -	\$ 2,511,500

Total Cash Available \$ 7,905,423

Ending Fund Balance \$ 5,393,923

% of Total Budget 0.00% 0.46% 0.00% 0.00% 0.46% 99.54% 0.00% 100.00%

Capital Projects Fund

Item #11.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CAPITAL PROJECT FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
38.01.3120.00	SALES TAX REVENUES		-	-	-	-
38.01.3122.01	USE TAX REVENUES - BUILDINGS	660,232	753,266	240,000	900,000	300,000
38.01.3960.00	INTEREST	4,531	58,304	4,500	7,250	2,200
38.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,653		-	-	-
38.01.3999.00	TRANSFERS TO TAX FUND			(60,000)	(270,000)	(50,000)
	SUBTOTAL	673,415	811,570	184,500	637,250	252,200
TOTAL FUND REVENUES		673,415	811,570	184,500	637,250	252,200
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						7,653,223
TOTAL ANTICIPATED FUNDS AVAILABLE						7,905,423

Capital Projects Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
38.90.4135.00	Other Contractual Services	8,562	5,398	11,500	8,270	11,500
	Total Contractual Services	8,562	5,398	11,500	8,270	11,500
	Capital - \$5,000/item min.					
38.90.4840.00	Infrastructure	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Capital	69,568	863,709	7,100,000	7,500,000	2,500,000
	Total Budget Request	78,129	869,107	7,111,500	7,508,270	2,511,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	675,000	675,000	-	-	675,000
Totals	\$ -	\$ -	\$ -	\$ 675,000	\$ 675,000	\$ -	\$ -	\$ 675,000
Total Cash Available								\$ 716,485
Ending Fund Balance								\$ 41,485
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

Tax Allocation Fund

Item #11.

	<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
	<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
TRANSFERS IN:					
60.01.3120.00 TAX SHARING		-	645,000	895,000	675,000
60.01.3960.00 INTEREST	-	-	50	50	-
60.01.3999.00 TRANSFERS IN	557,943	104,580			
	<u>557,943</u>	<u>104,580</u>	<u>645,050</u>	<u>895,050</u>	<u>675,000</u>
TOTAL FUND REVENUES	<u>557,943</u>	<u>104,580</u>	<u>645,050</u>	<u>895,050</u>	<u>675,000</u>
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					41,485
TOTAL ANTICIPATED FUNDS AVAILABLE					<u>716,485</u>

Tax Allocation Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Other Charges</u>					
60.90.4570.00	Miscellaneous	612,458	104,580	645,050	895,000	675,000
	Total Other Charges	612,458	104,580	645,050	895,000	675,000
	<u>Transfers</u>					
60.90.4999.00	Transfer Out		-			
	Total Transfers Out	-	-	-	-	-
	Total Budget Request	612,458	104,580	645,050	895,000	675,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	632,000	1,183,750	1,599,100	1,228,650	4,643,500	33,911,280	-	38,554,780
WF C&D	473,300	157,000	295,000	1,850	927,150	2,506,000		3,433,150
Totals	\$ 1,105,300	\$ 1,340,750	\$ 1,894,100	\$ 1,230,500	\$ 5,570,650	\$ 36,417,280	\$ -	\$ 41,987,930

Total Cash Available \$ 62,835,043

Ending Fund Balance \$ 20,847,113

% of Total Budget	2.63%	3.19%	4.51%	2.93%	13.27%	86.73%	0.00%	100.00%
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Water Fund

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
<u>WATER FUND REVENUES</u>		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
70.01.3440.00	GRANTS	-	676,967		676,967	-
70.01.3810.00	SALES OF POTABLE WATER	4,280,753	3,275,167	3,600,000	4,300,000	4,300,000
70.01.3815.00	SALES OF NONPOTABLE WATER		38,963	3,700	41,000	20,000
70.01.3820.00	WATER TAP FEE	1,601,574	1,890,945	1,006,050	2,150,000	1,357,605
70.01.3825.00	RAW WATER DEVELOPMENT FEE	1,371,918	1,987,255	850,650	2,210,000	1,147,945
70.01.3840.00	HYDRANT/BULK WATER	559,097	261,770	235,000	275,000	235,000
70.01.3845.00	WATER LEASE	10,650	21,940	11,650	26,000	15,000
70.01.3850.00	WATER SHARE FEES	1,900		2,400	-	15,000,000
70.01.3852.00	WATER METER FEE	114,763	156,621	40,500	157,000	86,500
70.01.3920.00	CAPITAL/DEVELOPER CONTRIBUTIONS	17,952,000	-	-	-	-
70.01.3960.00	INTEREST INCOME	6,682	82,802	6,900	93,000	20,000
70.01.3970.00	MISCELLANEOUS	177,731	158,246	125,000	125,000	125,000
70.01.3985.00	REFUND OF EXPENDITURES	40,079	5,063	-	4,900	-
70.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	8,446	-	-	-	-
70.01.3999.01	TRANSFER IN	-	-	40,000,000	-	30,000,000
70.01.3999.00	TRANSFER OUT	-	-	-	-	(600,000)
	SUBTOTAL	26,125,593	8,555,739	45,881,850	10,058,867	51,707,050
	TOTAL FUND REVENUES	26,125,593	8,555,739	45,881,850	10,058,867	51,707,050
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					11,127,993
	LESS CONTRIBUTED CAPITAL					0
	TOTAL ANTICIPATED FUNDS AVAILABLE					\$ 62,835,043

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
Administrative Costs						
Personnel Services						
70.12.4001.00	Salaries	101,128	65,187	103,200	103,200	95,800
70.12.4002.00	Overtime	407	419	500	500	500
70.12.4010.00	Payroll Taxes	7,133	4,791	7,950	7,950	7,100
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,100
70.12.4025.00	Workers Compensation	276	714	2,850	2,850	1,250
70.12.4030.00	Group Insurance	20,539	14,510	23,950	23,950	19,400
70.12.4035.00	Retirement Contribution	7,237	6,940	12,300	15,500	10,900
	Total Personnel Services	136,720	92,561	151,850	155,050	136,050
Contractual Services						
70.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
70.12.4135.00	Other Contractual Services	49,194	51,445	58,900	58,900	60,900
70.12.4140.00	Postage	22	8	1,000	200	750
70.12.4145.00	Printing & Advertising	16,926	8,182	15,500	15,500	15,600
70.12.4150.00	Professional Services	-	468	2,000	2,000	2,000
	Total Contractual Services	86,142	60,103	97,400	96,600	99,250
Other Charges						
70.12.4570.00	Miscellaneous	-	-	179,400	41,400	-
	Total Other Charges	-	-	179,400	41,400	-
	Administrative Costs Total	222,862	152,664	428,650	293,050	235,300
Operational Costs						
Personnel Services						
70.90.4001.00	Salaries	357,596	278,276	298,400	395,000	330,200
70.90.4002.00	Overtime	19,696	16,825	5,000	18,000	23,250
70.90.4005.00	Compensated Absences	4,678	-	2,500	2,600	4,500
70.90.4010.00	Payroll Taxes	27,741	21,268	24,200	28,000	25,800
70.90.4020.00	Unemployment Taxes	-	-	6,800	6,800	6,900
70.90.4025.00	Workers Compensation	11,114	8,692	22,700	22,700	16,700
70.90.4030.00	Group Insurance	83,505	67,609	107,000	107,000	49,900
70.90.4035.00	Retirement Contribution	17,669	27,688	36,300	55,000	38,700
	Total Personnel Services	521,999	420,358	502,900	635,100	495,950

Water Fund

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
70.90.4122.00	Maintenance - Buildings	97,039	1,160	25,000	10,000	5,000
70.90.4125.00	Maintenance - Equipment	81,958	49,692	130,000	115,000	150,000
70.90.4127.00	Maintenance - Infrastructure	124,974	81,211	245,000	225,000	25,000
70.90.4130.00	Maintenance - Vehicles	4,902	1,098	5,300	4,000	4,000
70.90.4135.00	Other Contractual Services	188,565	187,332	781,500	450,000	224,000
70.90.4140.00	Postage					3,500
70.90.4145.00	Printing and Advertising					2,000
70.90.4150.00	Professional Services	159,039	141,630	170,000	170,000	200,000
70.90.4170.00	Telephone & Internet	6,416	8,584	6,900	13,000	11,000
70.90.4180.00	Travel & Training	5,866	1,223	3,500	3,500	5,000
70.90.4190.00	Utilities	208,052	150,107	253,000	230,000	230,000
70.90.4195.00	Water Assessments	151,839	159,256	225,000	200,000	225,000
	Total Contractual Services	1,028,650	781,293	1,845,200	1,420,500	1,084,500
	<u>Commodities</u>					
70.90.4300.00	Chemicals	392,676	413,181	1,196,000	1,000,000	1,500,000
70.90.4310.00	Computers & Software	1,518	3,340	59,000	59,000	17,600
70.90.4330.00	Fuel & Lubricants	13,027	5,947	10,000	10,000	9,000
70.90.4340.00	Hydrants	9,676	28,819	10,000	20,000	-
70.90.4380.00	Supplies - Buildings	501				
70.90.4385.00	Supplies - General	13,824	4,150	14,000	10,000	7,000
70.90.4390.00	Supplies - Janitorial		-	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	15,012	19,149	20,000	25,000	25,000
70.90.4410.00	Supplies - Operational	56,160	21,781	60,000	50,000	30,000
70.90.4420.00	Supplies - Safety	2,659	1,303	3,000	3,000	1,500
70.90.4430.00	Supplies - Training	-	17	1,500	500	2,500
70.90.4440.00	Supplies - Fleet	1,675	2,150	1,500	1,500	2,000
70.90.4460.00	Uniforms	315	3,088	1,400	3,500	3,500
70.90.4480.00	Water Meters	110,257	123,480	100,000	150,000	-
	Total Commodities	617,299	626,405	1,477,400	1,333,500	1,599,100
	<u>Other Charges</u>					
70.90.4515.00	Depreciation	434,789	362,324	425,000	425,000	970,000
70.90.4540.00	Insurance	40,345	55,013	62,400	55,100	57,300
70.90.4560.00	Memberships& Subscriptions	35	387	750	750	1,350
70.90.4570.00	Miscellaneous	258,949	48,768	80,000	80,000	200,000
	Total Other Charges	734,118	466,492	568,150	560,850	1,228,650

Water Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Capital - \$5,000/item min.					
70.90.4830.00	Equipment	-	-	831,280	570,000	261,280
70.90.4840.00	Infrastructure	1,051,416	10,302,255	19,640,000	16,370,000	33,300,000
70.90.4860.00	Vehicles	-	-	89,000	89,000	-
70.90.4880.00	Water Shares	-	462	350,000	50,000	350,000
	Total Capital	1,051,416	10,302,717	20,910,280	17,079,000	33,911,280
	Water - C&D					
	Personnel Services					
70-92-4001-00	SALARIES					311,600
70-92-4002-00	OVERTIME					10,500
70-92-4005-00	COMPENSATED ABSENCES					1,500
70-92-4010-00	PAYROLL TAXES					24,600
70-92-4020-00	UNEMPLOYMENT TAXES					3,500
70-92-4025-00	WORKERS COMPENSATION					3,700
70-92-4030-00	GROUP INSURANCE					79,700
70-92-4035-00	RETIREMENT CONTRIBUTION					38,200
	Total Personnel Services	-	-	-	-	473,300
	Contractual Services					
70-92-4125-00	MAINTENANCE - EQUIPMENT					40,000
70-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
70-92-4130-00	MAINTENANCE - VEHICLES					3,000
70-92-4135-00	OTHER CONTRACTUAL SERVICES					14,000
	Total Contractual Services	-	-	-	-	157,000

Water Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
70-92-4170-00	TELEPHONE & INTERNET					9,500
70-92-4180-00	TRAVEL & TRAINING					4,500
70-92-4310-00	COMPUTERS AND SOFTWARE					21,000
70-92-4330-00	FUEL AND LUBRICANTS					5,000
70-92-4340-00	HYDRANTS					50,000
70-92-4385-00	SUPPLIES - GENERAL					7,000
70-92-4395-00	SUPPLIES - LAB					5,000
70-92-4410-00	SUPPLIES - OPERATIONAL					30,000
70-92-4420-00	SUPPLIES - SAFETY					6,500
70-92-4430-00	SUPPLIES - TRAINING					2,500
70-92-4440-00	SUPPLIES - VEHICLES					2,000
70-92-4460-00	UNIFORMS					2,000
70-92-4480-00	WATER METERS					150,000
	Total Commodities	-	-	-	-	295,000
	Other Charges					
70-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
70-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	Capital - \$5,000/item min.					
70-92-4830-00	CAPITAL - EQUIPMENT					6,000
70-92-4840-00	CAPITAL - INFRASTRUCTURE					2,500,000
70-92-4860-00	CAPITAL - VEHICLES					-
	Total Capital	-	-	-	-	2,506,000
	Total Budget Request	4,176,343	12,749,929	25,732,580	21,322,000	41,987,930

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	530,450	950,900	271,860	1,256,350	3,009,560	57,315,000	2,764,000	63,088,560
SF C&D	186,800	264,000	53,500	1,850	506,150	21,066,000	-	21,572,150
Totals	\$ 717,250	\$ 1,214,900	\$ 325,360	\$ 1,258,200	\$ 3,515,710	\$ 78,381,000	\$ 2,764,000	\$ 84,660,710

Total Cash Available \$ 86,548,502

Ending Fund Balance \$ 1,887,792

% of Total Budget	0.85%	1.44%	0.38%	1.49%	4.15%	92.58%	3.26%	100.00%
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Sewer Fund

Item #11.

	<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
<u>SEWER FUND REVENUES</u>	<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
		<u>Actuals</u>	<u>Budget</u>		
72.01.3410.00 GRANT	-		1,900,000	-	-
72.01.3775.00 SEWER - REGIONAL IMPACT FEE	978,500	1,795,500	902,500	2,600,000	2,105,000
72.01.3870.00 SEWER CHARGES	2,683,290	1,978,032	2,984,000	2,931,742	3,181,500
72.01.3880.00 SEWER TAP FEES	1,202,250	2,290,823	1,494,240	2,550,000	1,113,560
72.01.3960.00 INTEREST	9,718	311,256	1,200	420,000	100,000
72.01.3970.00 MISCELLANEOUS	37,534	30,545	15,000	39,600	18,900
72.01.3995.00 UNREALIZED GAIN ON INVESTMENTS	5,639	-	-	-	-
72.01.3999.00 TRANSFERS IN	-	-	-	-	50,000,000
72.01.3999.00 TRANSFERS OUT	-	-	-	-	(600,000)
72-01-3985-00 REFUND OF EXPENDITURES	-	260,000	-	260,000	-
72.01.3980.00 PROCEEDS FROM ISSUANCE OF BONDS	5,023	-	-	(1,910,007)	-
SUBTOTAL	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
TOTAL FUND REVENUES	4,921,954	6,666,156	7,296,940	6,891,335	55,918,960
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					30,629,542
TOTAL ANTICIPATED FUNDS AVAILABLE					86,548,502

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	100,443	65,186	103,200	103,200	95,800
72.12.4002.00	Overtime	383	419	500	500	500
72.12.4010.00	Payroll Taxes	7,084	4,791	7,950	7,950	7,100
72.12.4020.00	Unemployment Taxes	-	-	1,100	-	1,100
72.12.4025.00	Workers Compensation	275	714	2,850	2,850	1,250
72.12.4030.00	Group Insurance	20,002	14,510	23,950	23,950	19,400
72.12.4035.00	Retirement Contribution	7,178	6,940	12,300	14,000	10,900
	Total Personnel Services	135,365	92,560	151,850	152,450	136,050
Contractual Services						
72.12.4110.00	Billing & Administrative	20,000	-	20,000	20,000	20,000
72.12.4135.00	Other Contractual Services	46,145	28,762	55,700	55,700	55,700
72.12.4140.00	Postage	-	-	1,000	100	500
72.12.4145.00	Printing & Advertising	9,932	6,832	15,500	15,500	15,500
	Total Contractual Services	76,077	35,594	92,200	91,300	91,700
	Total Administrative Costs	211,442	128,154	244,050	243,750	227,750
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	241,939	173,697	190,000	260,000	243,000
72.90.4002.00	Overtime	9,830	10,561	3,000	11,200	23,250
72.90.4005.00	Compensated Absences	-	-	1,500	1,500	4,500
72.90.4010.00	Payroll Taxes	18,641	13,228	15,500	17,000	19,100
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	5,200
72.90.4025.00	Workers Compensation	5,703	4,840	21,200	21,200	21,200
72.90.4030.00	Group Insurance	54,018	39,557	73,600	67,500	48,250
72.90.4035.00	Retirement Contribution	12,401	18,384	23,200	38,000	29,900
	Total Personnel Services	342,532	260,267	333,200	421,600	394,400
Contractual Services						
72.90.4122.00	Maintenance - Buildings	8,747	4,633	7,500	7,500	7,500
72.90.4125.00	Maintenance - Equipment	62,880	37,412	100,000	85,000	90,000
72.90.4127.00	Maintenance - Infrastructure	461,683	52,811	220,000	150,000	25,000
72.90.4130.00	Maintenance - Vehicles	1,457	119	1,500	1,500	3,000
72.90.4135.00	Other Contractual Services	181,004	157,143	656,500	240,000	379,000
72.90.4140.00	Postage	50	-	150	-	-
72.90.4145.00	Printing & Advertising	50	-	300	-	500
72.90.4150.00	Professional Services	23,299	14,907	40,000	45,000	20,000
72.90.4160.00	Rents	1,378	80	5,000	2,500	5,000
72.90.4170.00	Telephone & Internet	13,676	6,899	4,100	11,000	9,700
72.90.4180.00	Travel & Training	5,968	638	1,500	1,500	4,500
72.90.4190.00	Utilities	263,233	189,494	247,500	300,000	315,000
	Total Contractual Services	1,023,424	464,136	1,284,050	844,000	859,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Commodities					
72.90.4300.00	Chemicals	160,269	110,022	225,000	200,000	200,000
72.90.4310.00	Computers & Software	2,009	3,418	5,000	5,000	18,610
72.90.4330.00	Fuel & Lubricants	18,613	5,938	13,000	11,000	9,000
72.90.4380.00	Supplies - Buildings	4,542	11	3,500	1,000	3,500
72.90.7385.00	Supplies - General	1,978	2,514	10,000	10,000	5,000
72.90.4390.00	Supplies - Janitorial	33	51	1,500	750	1,500
72.90.4395.00	Supplies - Lab	1,262	2,853	20,000	15,000	12,000
72.90.4400.00	Supplies - Office	-	-	250	-	250
72.90.4410.00	Supplies - Operational	4,463	19,642	15,000	20,000	15,000
72.90.4420.00	Supplies - Safety	1,254	2,313	4,000	4,000	1,500
72.90.4430.00	Supplies - Training	-	-	1,500	1,500	2,500
72.90.4440.00	Supplies - Fleet	786	1,944	2,000	1,500	1,000
72.90.4460.00	Uniforms	559	1,280	1,400	1,400	2,000
	Total Commodities	195,767	149,986	302,150	271,150	271,860
	Other Charges					
72.90.4515.00	Depreciation	229,512	191,264	245,000	290,000	1,200,000
72.90.4540.00	Insurance	47,821	54,576	61,900	54,576	55,000
72.90.4560.00	Memberships & Subscriptions	-	-	500	500	1,350
72.90.4570.00	Miscellaneous		11,525	10,000	5,000	
	Total Other Charges	277,334	257,365	317,400	350,076	1,256,350
	Capital - \$5,000/item min.					
72.90.4810.00	Buildings	-		20,000,000	11,000,000	57,300,000
72.90.4830.00	Equipment					15,000
72.90.4840.00	Infrastructure		10,782,329	29,100,000	23,360,000	-
72.90.4860.00	Vehicles	-	-	89,000	89,000	-
	Total Capital	-	10,782,329	49,189,000	34,449,000	57,315,000
	Debt Service					
72.90.4900.00	Principal	-	-			808,700
72.90.4950.00	Interest	651,050	976,575	1,953,150	1,953,150	1,955,300
72.90.4995.00	Cost of Issuance	547,628	-			-
	Total Debt Service	1,198,678	976,575	1,953,150	1,953,150	2,764,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
C&D						
	<u>Personnel Services</u>					
72-92-4001-00	SALARIES					111,400
72-92-4002-00	OVERTIME					10,500
72-92-4005-00	COMPENSATED ABSENCES					1,500
72-92-4010-00	PAYROLL TAXES					9,500
72-92-4020-00	UNEMPLOYMENT TAXES					3,500
72-92-4025-00	WORKERS COMPENSATION					3,700
72-92-4030-00	GROUP INSURANCE					33,500
72-92-4035-00	RETIREMENT CONTRIBUTION					13,200
	Total Personnel Services	-	-	-	-	186,800
	<u>Contractual Services</u>					
72-92-4125-00	MAINTENANCE - EQUIPMENT					5,000
72-92-4127-00	MAINTENANCE - INFRASTRUCTURE					100,000
72-92-4130-00	MAINTENANCE - VEHICLES					3,000
72-92-4135-00	OTHER CONTRACTUAL SERVICES					127,000
72-92-4140-00	POSTAGE					250
72-92-4145-00	PRINTING & ADVERTISING					500
72-92-4150-00	PROFESSIONAL SERVICES					20,000
72-92-4170-00	TELEPHONE & INTERNET					3,750
72-92-4180-00	TRAVEL & TRAINING					4,500
	Total Contractual Services	-	-	-	-	264,000
	<u>Commodities</u>					
72-92-4300-00	CHEMICALS					15,000
72-92-4310-00	COMPUTERS AND SOFTWARE					500
72-92-4330-00	FUEL & LUBRICANTS					5,000
72-92-4385-00	SUPPLIES - GENERAL					5,000
72-92-4410-00	SUPPLIES - OPERATIONAL					15,000
72-92-4420-00	SUPPLIES - SAFETY					6,500
72-92-4430-00	SUPPLIES - TRAINING					2,500
72-92-4440-00	SUPPLIES - VEHICLES					2,000
72-92-4460-00	UNIFORMS					2,000
	Total Commodities	-	-	-	-	53,500

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Other Charges					
72-92-4560-00	MEMBERSHIPS & SUBSCRIPTIONS					1,350
72-92-4570-00	MISCELLANEOUS					500
	Total Other Charges	-	-	-	-	1,850
	Capital - \$5,000/item min.					
72-92-4830-00	EQUIPMENT					6,000
72-92-4840-00	INFRASTRUCTURE					21,060,000
	Total Capital	-	-	-	-	21,066,000
	Total Budget Request	3,249,176	13,018,813	53,623,000	38,532,726	84,660,710

**TOWN OF JOHNSTOWN
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DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	261,460	134,090	20,875	227,000	643,425	-	-	643,425
Totals	\$ 261,460	\$ 134,090	\$ 20,875	\$ 227,000	\$ 643,425	\$ -	\$ -	\$ 643,425
Total Cash Available								\$ 4,094,098
Ending Fund Balance								\$ 3,450,673
% of Total Budget	40.64%	20.84%	3.24%	35.28%	100.00%	0.00%	0.00%	100.00%

Drainage Fund

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		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>DRAINAGE FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
74.01.3720.00	DRAINAGE IMPACT FEE	420,490	571,865	110,000	590,000	220,000
74.01.3860.00	DRAINAGE CHARGES	478,106	330,137	475,900	492,000	500,000
74.01.3960.00	INTEREST	1,042	10,844	1,000	1,600	1,000
74.01.3970.00	MISCELLANEOUS	3,557	-	-	-	-
74.01.3985.00	REFUND OF EXPENDITURES	-	-	-	-	-
74.01.3995.00	UNREALIZED GAIN ON INVESTMENTS	1,347	-	-	-	-
74.01.3999.00	TRANSFERS		-	-	-	(250,000)
	SUBTOTAL	904,543	912,846	586,900	1,083,600	471,000
	TOTAL FUND REVENUES	904,543	912,846	586,900	1,083,600	471,000
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					3,623,098
	TOTAL ANTICIPATED FUNDS AVAILABLE					4,094,098

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	69,885	47,094	78,900	78,900	73,050
74.12.4002.00	Overtime	193	237	500	500	500
74.12.4010.00	Payroll Taxes	4,927	3,463	6,400	6,400	5,630
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,050
74.12.4025.00	Workers Compensation	204	553	2,875	2,875	870
74.12.4030.00	Group Insurance	13,060	11,121	17,900	17,900	14,020
74.12.4035.00	Retirement Contribution	5,144	4,928	9,400	10,500	7,790
	Total Personnel Services	93,413	67,396	117,025	118,125	102,910
	Contractual Services					
74.12.4110.00	Billing & Administrative	20,000		10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	22,421	16,961	20,840	20,840	26,390
74.12.4140.00	Postage	-	-	500	200	500
74.12.4145.00	Printing & Advertising	6,621	4,422	8,400	8,400	10,600
	Total Contractual Services	49,042	21,383	39,740	39,440	47,490
	Total Administrative Costs	142,455	88,779	156,765	157,565	150,400
Operational Costs						
	Personnel Services					
74.90.4001.00	Salaries	89,903	48,031	116,300	116,300	95,600
74.90.4002.00	Overtime	1,050	1,762	5,000	5,000	10,250
74.12.4005.00	Compensated Absences			5,200	5,200	3,000
74.90.4010.00	Payroll Taxes	6,941	3,740	9,300	9,300	7,350
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,200
74.90.4025.00	Workers Compensation	3,465	2,328	14,350	14,350	8,250
74.90.4030.00	Group Insurance	8,757	8,581	41,300	41,300	19,200
74.90.4035.00	Retirement Contribution	5,877	4,689	14,200	14,200	11,700
	Total Personnel Services	115,993	69,131	208,850	208,850	158,550

Drainage Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	1,385	266	2,500	2,500	2,500
74.90.4127.00	Maintenance - Infrastructure	168,356	12,775	35,000	50,000	55,000
74.90.4130.00	Maintenance - Vehicles	-	-	1,000	1,000	1,000
74.90.4140.00	Postage	50	-	50	50	-
74.90.4145.00	Printing & Advertising	50	-	300	300	-
74.90.4150.00	Professional Services	-	9,995	80,000	40,000	25,000
74.90.4160.00	Rents	-	-	1,000	1,000	1,000
74.90.4170.00	Telephone & Internet	809	80	1,200	1,300	100
74.90.4180.00	Travel & Training	1,747	-	2,000	2,000	2,000
	Total Contractual Services	172,397	23,116	123,050	98,150	86,600
	<u>Commodities</u>					
74.90.4310.00	Computers & Software	-	1,500	1,500	1,500	4,875
74.90.4330.00	Fuel & Lubricants	2,641	5,938	7,000	7,000	4,000
74.90.4385.00	Supplies - General	-	-	1,000	1,000	1,000
74.90.4410.00	Supplies - Operational	-	-	3,000	3,000	3,000
74.90.4420.00	Supplies - Safety	-	-	3,000	3,000	-
74.90.4430.00	Supplies - Training	-	-	500	500	2,500
74.90.4440.00	Supplies - Fleet	110	-	500	500	5,000
74.90.4460.00	Uniforms	90	900	900	900	500
	Total Commodities	2,842	8,338	17,400	17,400	20,875
	<u>Other Charges</u>					
74.90.4515.00	Depreciation	6,637	5,532	9,500	9,500	225,000
74.90.4540.00	Insurance	1,599	2,583	5,300	2,600	2,000
	Total Other Charges	8,237	8,115	14,800	12,100	227,000
	<u>Capital - \$5,000/item min.</u>					
74.90.4840.00	Infrastructure	-	196,523	400,000	482,000	-
74.90.4860.00	Vehicles	-	-	80,000	-	-
	Total Capital	-	196,523	480,000	482,000	-
	Total Budget Request	441,924	394,002	1,000,865	976,065	643,425

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
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CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available								\$ 179,676
Ending Fund Balance								\$ 179,676
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Cemetery Perpetual Fund

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		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CEMETERY PERPETUAL FUND REVENUES</u>			<u>Actuals</u>	<u>Budget</u>		
80.01.3940.00	CEMETERY LOT PURCHASE	9,207	10,031	5,000	13,170	12,560
80.01.3960.00	INTEREST INCOME	55	616	60	70	60
	SUBTOTAL	<u>9,262</u>	<u>10,647</u>	<u>5,060</u>	<u>13,240</u>	<u>12,620</u>
	TOTAL FUND REVENUES	<u>9,262</u>	<u>10,647</u>	<u>5,060</u>	<u>13,240</u>	<u>12,620</u>
	UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					167,056
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>179,676</u>

Cemetery Perpetual Fund

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<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
80.90.4150.00	Professional Services	-	-	-		
	Total Contractual Services	-	-	-	-	-
	Other Charges					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	Transfers					
80.90.4999.00	Transfers Out	-	-	-		
	Total Trasfers Out	-	-	-	-	-
	Capital - \$5,000/item min.					
80.90.4840.00	Infrastructure	-	-	-		
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
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LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	677,000	777,000	355,000	12,000	1,821,000	-	-	1,821,000
Totals	\$ 677,000	\$ 777,000	\$ 355,000	\$ 12,000	\$ 1,821,000	\$ -	\$ -	\$ 1,821,000

Total Cash Available \$ 10,743,484

Ending Fund Balance \$ 8,922,484

% of Total Budget 0.00% # 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Library Fund

Item #11.

<u>LIBRARY FUND</u>		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actual</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	LIBRARY FACILITIES FEE	237,636	591,937	215,000	614,897	439,410
92.01.3953.00	DONATION	700	-	3,500	1,500	3,500
92.01.3960.00	INTEREST INCOME	2,389	16,278	5,000	51,564	75,000
92.01.3970.00	MISCELLANEOUS	2,559	404	7,500	2,500	7,500
92.01.3985.00	WELD LIBRARY DIST.	550,267	432,457	488,959	488,959	819,186
92.01.3999.00	TRANSFERS IN - TOJ	1,233,063	829,230	1,140,000	1,140,000	1,243,246
SUBTOTAL		2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
TOTAL FUND REVENUES		2,026,614	1,870,306	1,859,959	2,299,420	2,587,842
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						8,155,642
TOTAL ANTICIPATED FUNDS AVAILABLE						\$ 10,743,484

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	321,141	243,910	533,000	375,500	677,000
92.90.4002.00	Overtime	-	104			
92.90.4010.00	Payroll Taxes	24,847	18,630			
92.90.4025.00	Workers Compensation	372	247			
92.90.4035.00	Retirement Contribution	96	3,641			
	Total Personnel Services	346,456	266,532	533,000	375,500	677,000
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	122,375	102,504	580,000	236,500	680,000
92.90.4145.00	Printing & Advertising	21,359	9,934	32,000	21,500	32,000
92.90.4150.00	Professional Services	148	-	10,000	1,000	10,000
92.90.4170.00	Telephone & Internet	5,866	1,983	10,000	3,500	10,000
92.90.4180.00	Travel & Training	737	782	5,000	1,500	5,000
92.90.4190.00	Utilities	31,670	15,601	40,000	30,000	40,000
	Total Contractual Services	182,155	130,804	677,000	294,000	777,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	5,983	257	5,000	2,500	5,000
92.90.4385.00	Supplies - General	4,590	2,367	70,000	45,500	75,000
92.90.4390.00	Supplies - Janitorial	855	298	3,000	1,000	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	6,000	12,000
92.90.4410.00	Supplies - Operational	62,570	21,310	160,000	78,000	260,000
	Total Commodities	73,998	24,232	250,000	133,000	355,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	5,000	5,000
92.90.4560.00	Memberships & Subscriptions	627	437	2,500	500	2,500
92.90.4570.00	Miscellaneous	18,394	(60,661)	4,500	1,500	4,500
	Total Other Charges	19,021	(60,224)	12,000	7,000	12,000
	<u>Capital - \$5,000/item min.</u>					
92.90.4810.00	Buildings	55,238	28,983	-	-	-
	Total Capital	55,238	28,983	-	-	-
	Total Budget Request	676,868	390,326	1,472,000	809,500	1,821,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2023**

RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000

Total Cash Available \$ 500,000

Ending Fund Balance \$ -

% of Total Budget 0.00% 100.00% 0.00% 0.00% 100.00% 0.00% 0.00% 100.00%

Recreation Center Fund

Item #11.

		<u>2021</u>	<u>2022</u>	<u>2022</u>	<u>2022</u>	<u>2023</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>RECREATION CENTER FUND REVENUES</u>						
96.01.3999.00	TRANSFER IN	-	-	-	-	77,262
	SUBTOTAL	-	-	-	-	77,262
TOTAL FUND REVENUES		-	-	-	-	77,262
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)						422,738
TOTAL ANTICIPATED FUNDS AVAILABLE						500,000

Recreation Center Fund

Item #11.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2021 Actuals</u>	<u>2022 Jan - Aug Actuals</u>	<u>2022 Adopted Budget</u>	<u>2022 Estimated</u>	<u>2023 Proposed</u>
	Contractual Services					
96.90.4135.00	Other Contractual Services	500,000	250,000	500,000	500,000	500,000
		500,000	250,000	500,000	500,000	500,000
	Capital - \$5,000/item min.					
96.90.4810.00	Buildings		-	-	-	-
		-	-	-	-	-
	Total Budget Request	500,000	250,000	500,000	500,000	500,000

Town of Johnstown 2023 Amended Proposed Budget Changes

General Fund – There has been a decrease in fund balance of \$281,140. The changes are detailed as follows:

Description	Impact
Revenues – 2022 year-end projections increased	\$ 70,000
Expenses – 2023 increased– \$40,360 decrease due to staffing allocation changes, \$30,000 decrease for IT changes, \$121,500 increase for inspection services, and \$300,000 increase for design services for police station expansion	(351,140)

Parks & Open Space – There has been a decrease in fund balance of \$1,591,710. The changes are detailed as follows:

Description	Impact
Expenses – 2022 increased – year-end projections	\$(1,550,000)
Expenses – 2023 increased – staffing allocations and call-out rates	(41,710)

Street & Alley – There has been an increase in fund balance of \$209,200. The changes are detailed as follows:

Description	Impact
Revenues – 2023 increased – RR crossing grant	\$175,000
Expenses – 2023 decreased – staffing allocations	34,200

Capital Projects – There has been an increase in fund balance of \$903,250. The changes are detailed as follows:

Description	Impact
Expenses – 2022 year-end projections increased	\$ (2,396,750)
Expenses – 2023 decreased – timing of project completion	3,300,000

Tax Allocation – There has been no change in fund balance.

Water Fund – There has been a decrease in fund balance of \$553,950. The changes are detailed as follows:

Description	Impact
Expenses – 2023 increased – \$350K generator, \$203,950 staffing allocations and call-out rates	\$ (553,950)

Sewer Fund – There has been a decrease in fund balance of \$3,850. The changes are detailed as follows:

Description	Impact
Expenses – 2022 year-end projections decreased – timing of project completion	\$ 660,000
Expenses – 2023 increased – \$660,000 Central Ph 2 Granary connection, \$3,850 staffing allocations	(663,850)

Drainage – There has been a decrease in fund balance of \$40,500. The changes are detailed as follows:

Description	Impact
Expenses – 2022 year-end projections increased (infrastructure maintenance)	\$ (40,000)
Expenses – 2023 increased – staffing allocations	(500)

Library Fund – The Library budget is now included.



Town of Johnstown

2023 Proposed Budget

Devon McCarty

Town Funds by Fund Type

Governmental Funds	Enterprise Funds	Fiduciary Funds
General Fund Conservation Trust Fund Parks & Open Space Fund Street & Alley Fund Capital Projects Fund Tax Allocation Fund Library Fund Recreation Center Fund	Water Fund Sewer Fund Drainage Fund	Cemetery Perpetual Fund



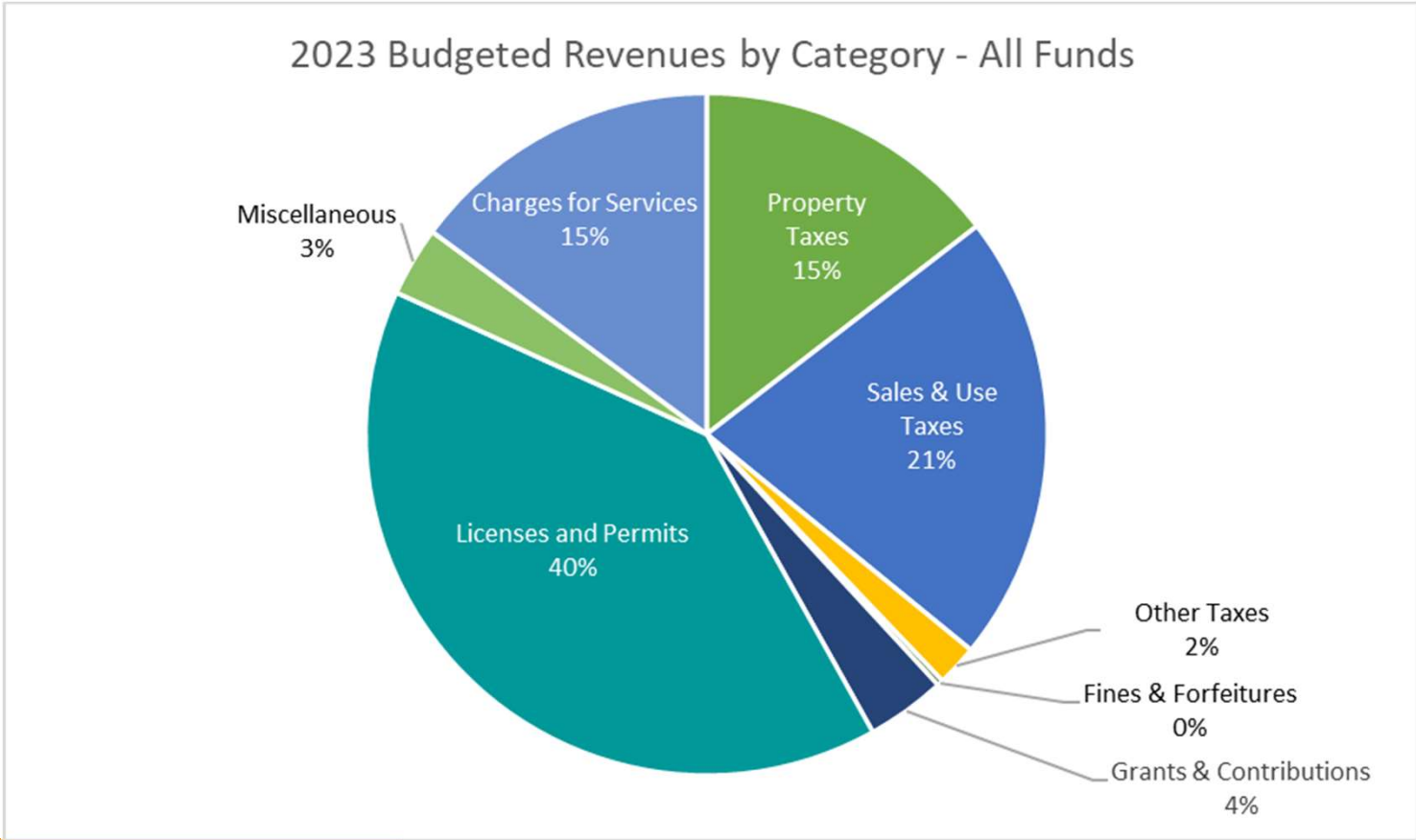
Total Combined Town Budget

	General Fund	Special Revenue Funds	Capital Project Funds	Enterprise Funds	Trust and Agency Funds	Total All Funds	% of Total Rev. & Exp.
2023 BUDGET - ALL FUNDS							
BEGINNING BALANCE:	83,537,563	29,592,808	7,653,223	45,380,633	167,056	166,331,283	
REVENUES:							
CHARGES FOR SERVICES	7,330	962,400	-	8,251,500	12,560	9,233,790	14.88%
FINES AND FORFEITURES	175,500	-	-	-	-	175,500	0.28%
PROPERTY TAXES	9,030,534	-	-	-	-	9,030,534	14.56%
SALES TAXES	9,750,000	3,187,500	302,200	-	-	13,239,700	21.34%
LICENSES AND PERMITS	1,511,500	2,220,890	-	21,030,610	-	24,763,000	39.92%
MISCELLANEOUS	1,684,370	98,250	-	264,900	60	2,047,580	3.30%
OTHER TAXES	185,000	1,033,905	-	-	-	1,218,905	1.96%
GRANTS	10,000	2,319,836	-	-	-	2,329,836	3.76%
TOTAL REVENUES	22,354,234	9,822,781	302,200	29,547,010	12,620	62,038,845	100.00%
OTHER SOURCES/USES:							
TRANSFERS IN	-	3,495,508	-	80,000,000	-	83,495,508	
TRANSFERS OUT	81,945,508	-	50,000	1,500,000	-	83,495,508	
TOTAL OTHER SOURCES/USES	(81,945,508)	3,495,508	(50,000)	78,500,000	-	0	
EXPENDITURES:							
PERSONNEL SERVICES	6,769,790	1,878,540	-	2,084,010	-	10,732,340	6.71%
CONTRACT SERVICES	2,403,295	4,461,200	11,500	2,639,740	-	9,515,735	5.95%
COMMODITY	634,935	650,790	-	2,240,335	-	3,526,060	2.20%
OTHER CHARGES	803,320	729,200	-	2,715,700	-	4,248,220	2.65%
CAPITAL OUTLAY	437,500	8,053,000	2,500,000	114,798,280	-	125,788,780	78.61%
IMPACT OUTLAY	750,000	2,700,000	-	-	-	3,450,000	2.16%
DEBT SERVICE	-	-	-	2,764,000	-	2,764,000	1.73%
TOTAL EXPENDITURES	11,798,840	18,472,730	2,511,500	127,242,065	-	160,025,135	100.00%
ENDING BALANCE:	12,147,450	24,438,367	5,393,923	26,185,578	179,676	68,344,994	



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Revenues – All Funds



*Debt proceeds and interfund transfers are not included in the table



Property Taxes



Mill Levy

Town	22.147
Library	1.80
Total	23.947

Property tax example:

- Assessed Valuation of Home \$490,000
- Assessment Rate (7.15%) .0715
- Taxable Value of Home \$35,035
- Johnstown Mill Levy .023947
- Total Johnstown Property Taxes \$838.98

Johnstown's portion is \$775.92
Library's portion is \$63.06



Property Taxes by Classification

Assessed Values	2021	2022	Growth in 2022	% Growth in 2022	% of Total Tax Pd. By each
Vacant Land	10,027,573	11,855,124	1,827,551	18.23%	3.15%
Residential	161,826,803	162,639,543	812,740	0.50%	43.17%
Commercial	118,212,023	122,474,158	4,262,135	3.61%	32.51%
Industrial	24,596,696	25,169,645	572,949	2.33%	6.68%
Agricultural	1,154,054	1,298,627	144,573	12.53%	0.34%
Oil & Gas	20,990,116	43,508,666	22,518,550	107.28%	11.55%
State Assessed	7,767,819	9,795,339	2,027,520	26.10%	2.60%
Exempt	15,897,974	18,091,464	2,193,490	13.80%	0.00%
Total	360,473,058	394,832,566	34,359,508	9.53%	100.00%



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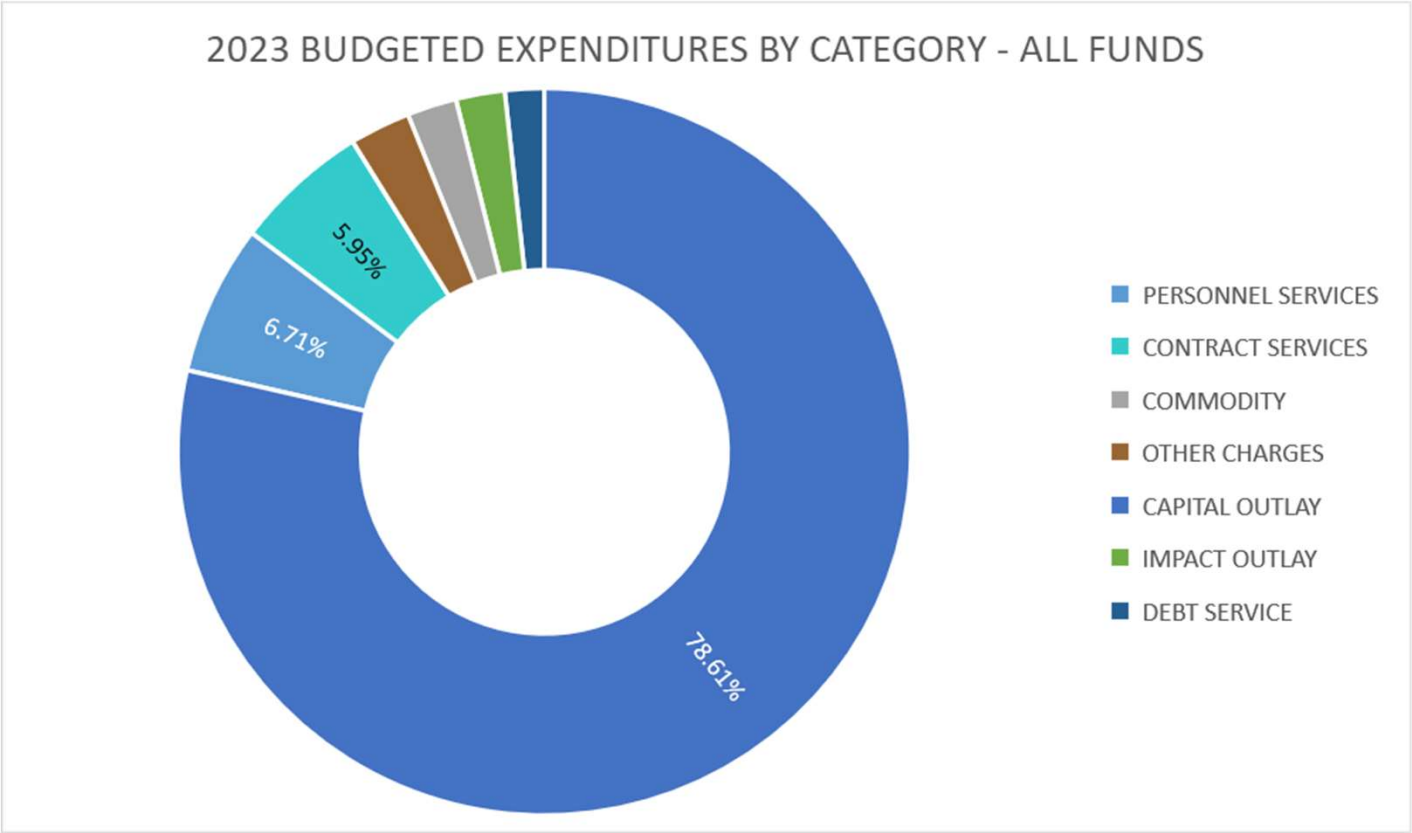
Sales & Use Taxes – 3.5%

- Sales Taxes – Collected on sales of tangible personal property and specific services.
- Use Taxes – Imposed on taxable purchases where a sales tax was not legally imposed – applies to building materials and vehicles.

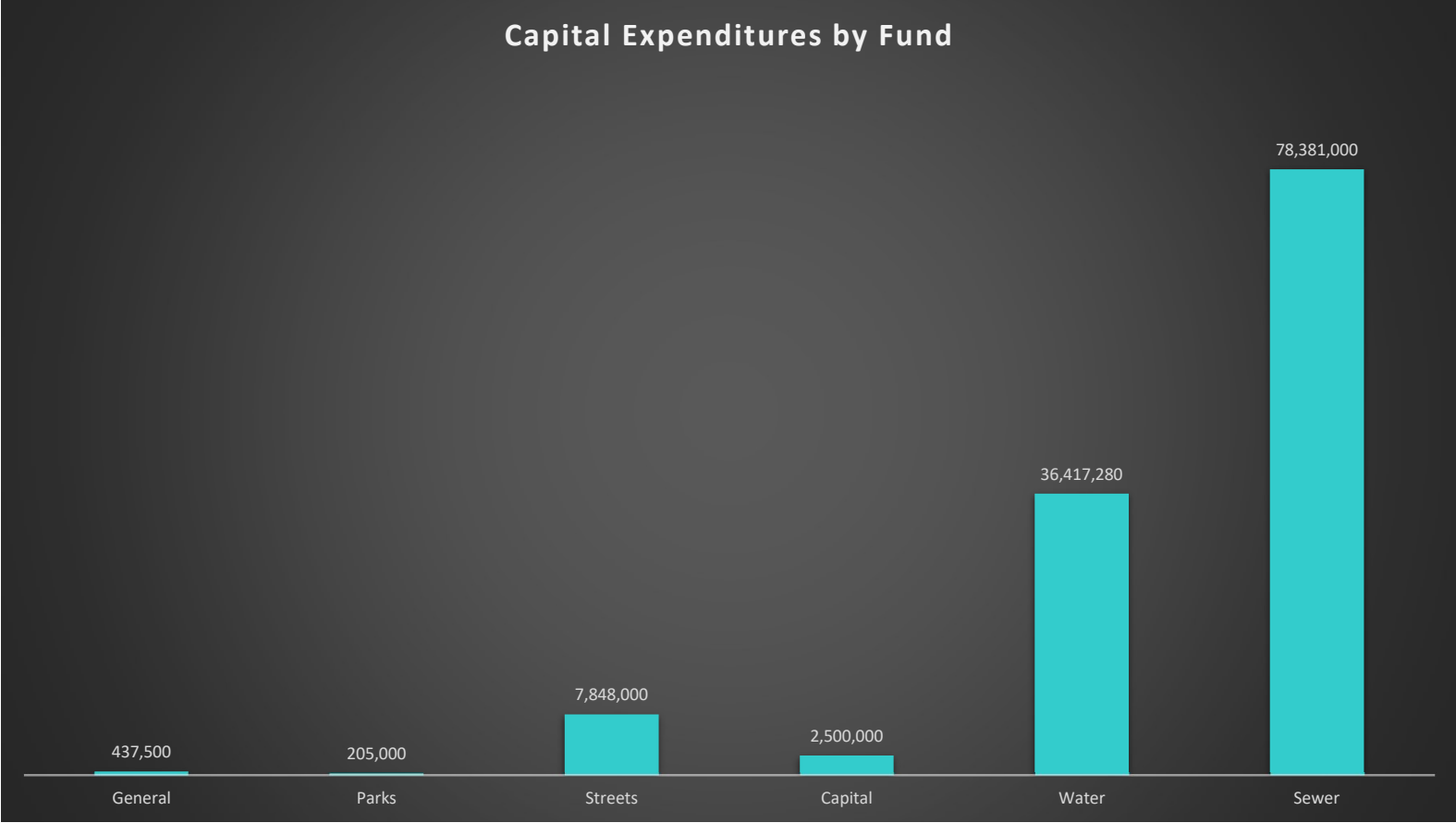
General Fund 3.0%	Street & Alley Fund .5%
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Expenditures – All Funds



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Town of Johnstown

General Fund

Town of Johnstown

General Fund - Function

- **Town Council**
 - Set policy
 - Community outreach and engagement
 - Organizational success
- **Town Manager**
 - Daily operations
 - Legislative & policy implementation
 - Community outreach & communication
- **Police Services**
 - Public safety and education
 - Crime prevention
 - Traffic enforcement
- **Town Clerk**
 - Elections
 - Licensing
 - Municipal Court
- **Planning Services**
 - Development plan review & analysis
 - Land use and zoning code administration
 - Comprehensive planning
- **Finance**
 - Budget
 - Accounting and utility billing
 - Treasury management
- **Building Inspections**
 - Permit issuance
 - Plan reviews
 - Building inspections/code enforcement
- **Public Works/Buildings**
 - Facilities & infrastructure management
 - Fleet services
 - Building & grounds maintenance



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General Fund - Budget Highlights

- Shared emergency management coordinator
- Johnstown Downtown branding study completion
- Loan to water and sewer funds
- Police building expansion design
- Maintain general services
 - Public safety
 - Building inspections
 - Municipal Court
 - Senior Center
 - Planning services
 - Administrative



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GENERAL FUND EXPENSE SUMMARY

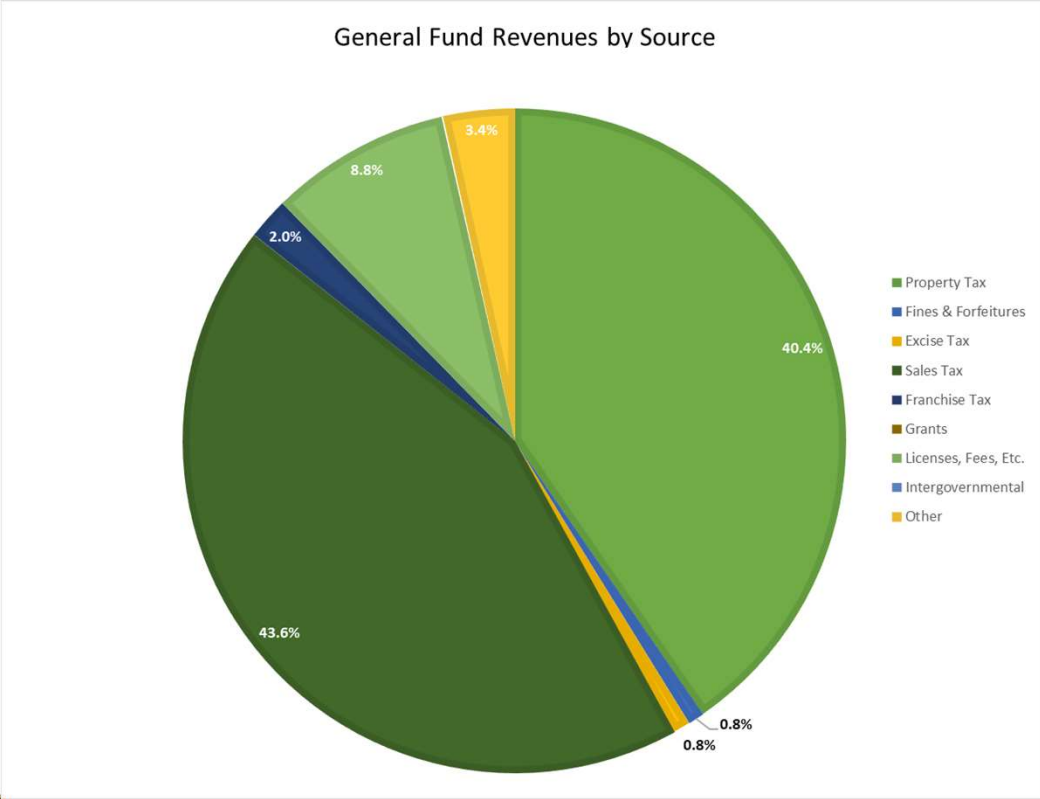
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	49,790	270,000	6,500	480,150	806,440	25,000	-	-	831,440
Town Manager	865,110	300,295	75,705	146,320	1,387,430	55,000	-	-	1,442,430
Town Clerk	300,100	99,960	37,350	4,500	441,910	-	-	-	441,910
Finance	213,160	215,950	15,260	6,500	450,870	-	-	-	450,870
Planning	508,480	24,200	25,580	8,050	566,310	-	-	-	566,310
Bldg Inspections	103,350	303,700	5,970	800	413,820	-	-	-	413,820
Police	4,087,900	343,140	405,970	112,100	4,949,110	307,500	750,000	-	6,006,610
Public Works	641,900	17,050	55,600	21,800	736,350	25,000	-	-	761,350
Buildings	-	233,000	7,000	23,100	263,100	25,000	-	-	288,100
Reimbursements	-	700,000	-	-	700,000	-	-	-	700,000
Totals	\$6,769,790	\$2,507,295	\$634,935	\$803,320	\$10,715,340	\$437,500	\$750,000	\$0	\$11,902,840
 Total Cash Available									\$ 23,946,290
 Ending Fund Balance									\$ 12,043,450



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General Fund Revenues

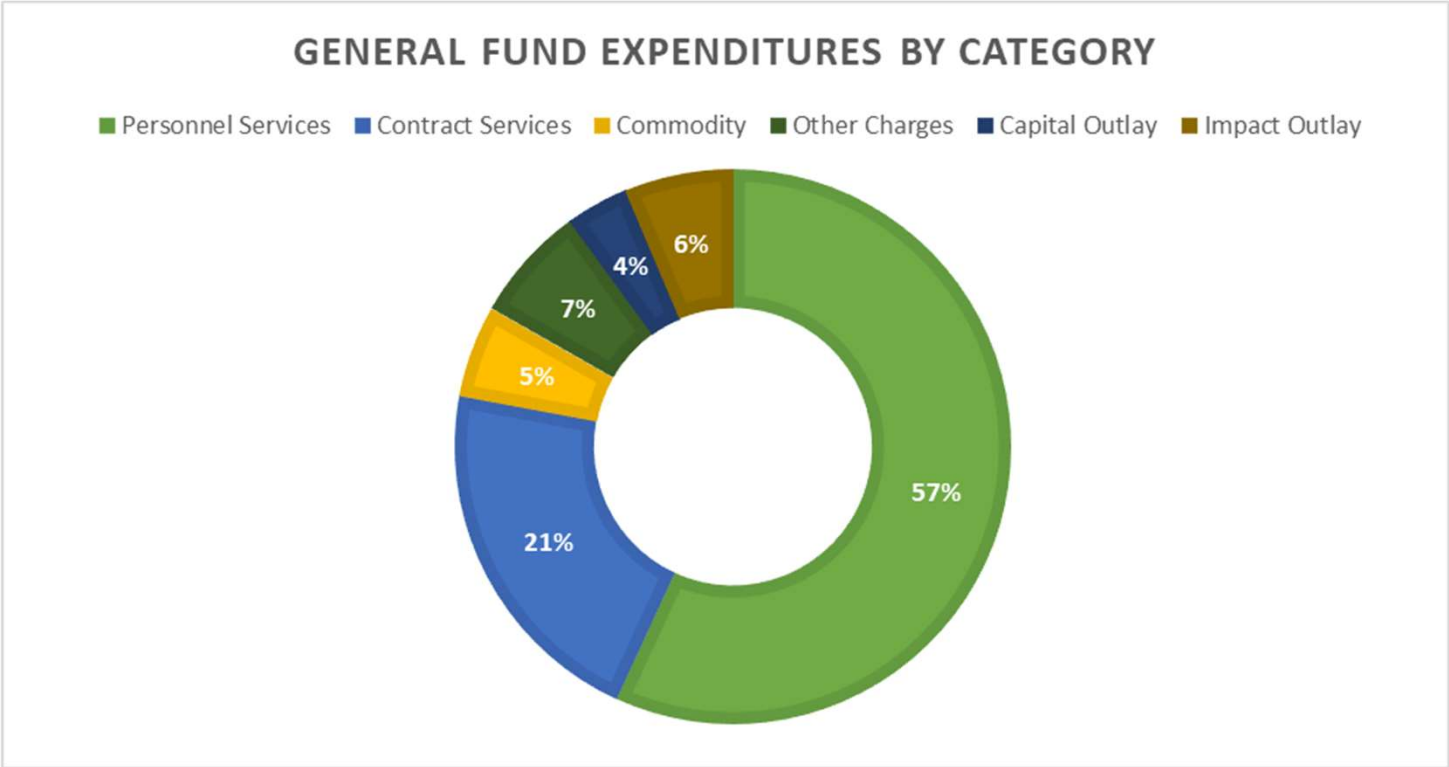


General Fund Revenue Sources		
Source	Amount	% of Total
Property Tax	9,030,534	40.4%
Fines & Forfeitures	175,500	0.8%
Excise Tax	185,000	0.8%
Sales Tax	9,750,000	43.6%
Franchise Tax	452,000	2.0%
Grants	10,000	0.0%
Licenses, Fees, Etc.	1,957,100	8.8%
Intergovernmental	25,000	0.1%
Other	769,100	3.4%



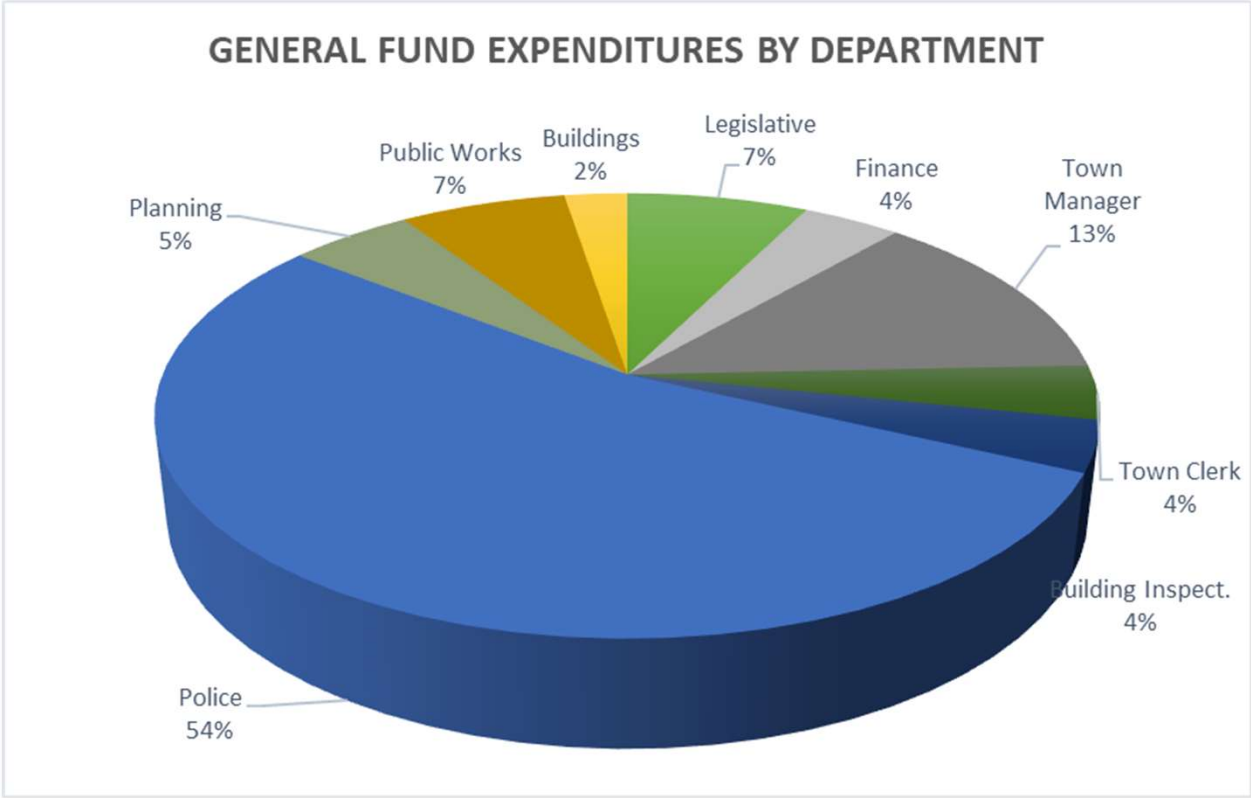
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General Fund Expenditures - \$11,902,840



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General Fund Expenditures - \$11,902,840



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Special Revenue Funds



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Town of Johnstown

Street & Alley Fund

Street and Alley Fund - Budget Highlights

- Street maintenance program
- Charlotte Street improvements and road reconstruction
- Signal at Carlson Blvd and Highway 60
- New equipment
 - PW vehicle
 - Crack seal equipment
 - Water truck



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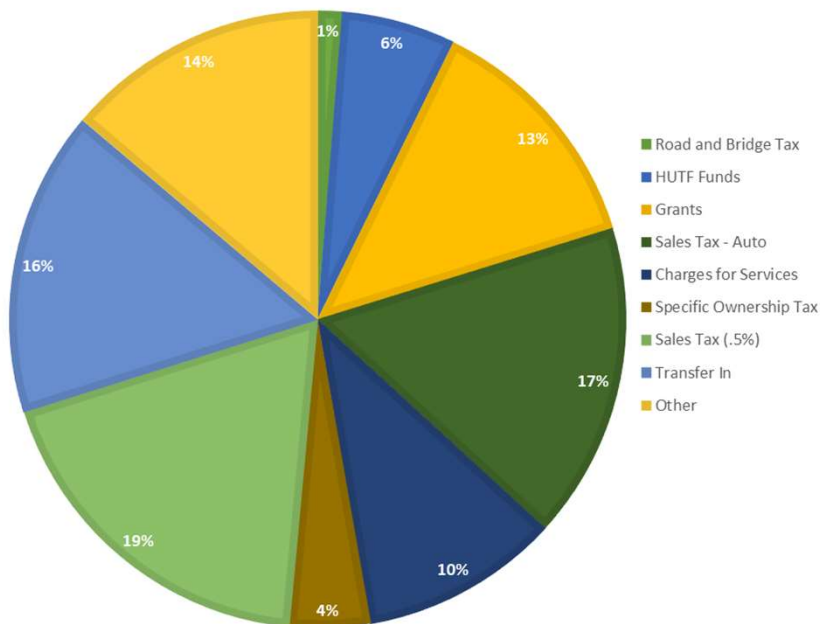
STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	690,790	2,775,100	207,000	25,900	3,698,790	7,848,000	-	-	11,546,790
Totals	\$ 690,790	\$ 2,775,100	\$ 207,000	\$ 25,900	\$ 3,698,790	\$ 7,848,000	\$ -	\$ -	\$ 11,546,790
Total Cash Available									\$ 24,752,760
Ending Fund Balance									\$ 13,205,969



Street and Alley Fund Revenues

Street and Alley Fund Revenues by Source

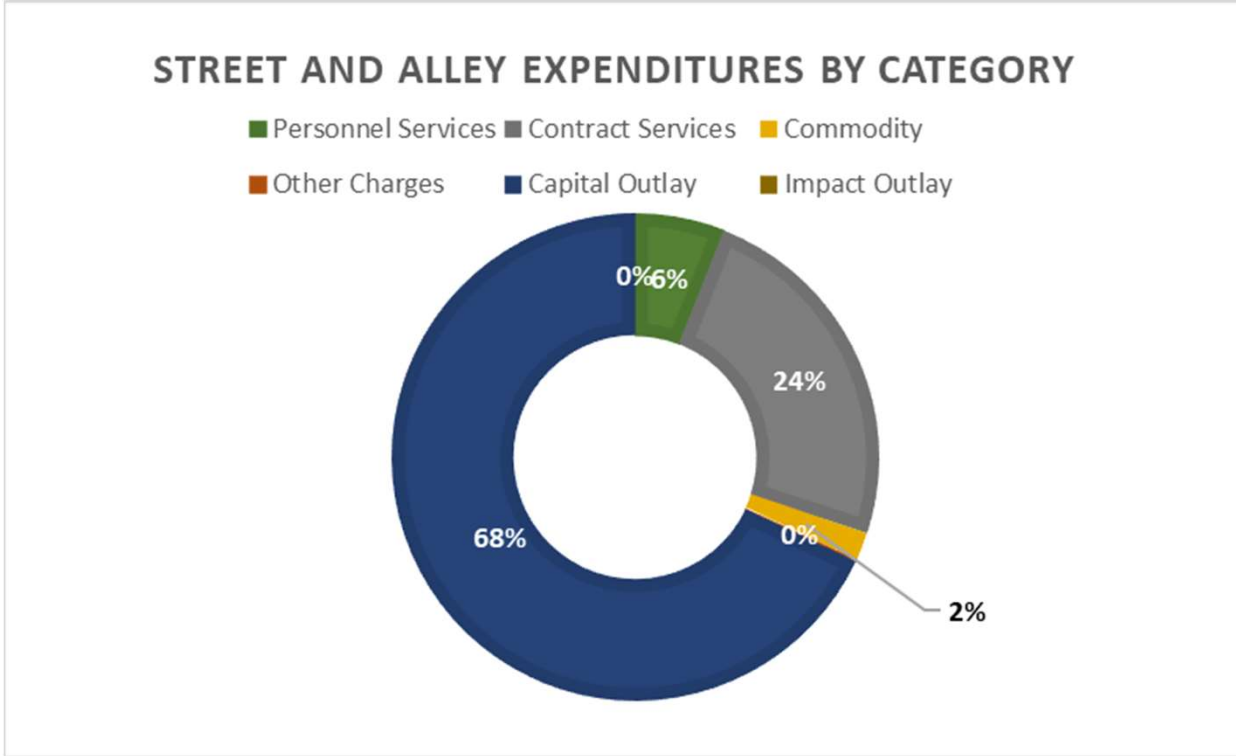


Street and Alley Fund Revenue Sources		
Source	Amount	% of Total
Road and Bridge Tax	115,000	1%
HUTF Funds	538,905	6%
Grants	1,175,000	13%
Sales Tax - Auto	1,500,000	17%
Charges for Services	945,000	10%
Specific Ownership Tax	380,000	4%
Sales Tax (.5%)	1,687,500	19%
Transfer In	1,450,000	16%
Other	1,249,200	14%



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Street & Alley Fund Expenditures - \$11,546,790



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Town of Johnstown

Parks & Open Space Fund

Parks and Opens Space Fund Budget Highlights

- Master plan for Letford Elementary School property
- Little Thompson Trail construction
- Pickleball courts
- Dog park
- Tree voucher program
- Mosquito control



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PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

					Total Operating Costs				Total
	Personnel Services	Contract Services	Commodity	Other Charges		Capital Outlay	Impact Outlay	Debt Service	
Parks Fund	510,750	409,100	88,790	16,300	1,024,940	205,000	2,700,000	-	3,929,940
Totals	\$ 510,750	\$ 409,100	\$ 88,790	\$ 16,300	\$ 1,024,940	\$ 205,000	\$ 2,700,000	\$ -	\$ 3,929,940
Total Cash Available									\$ 6,080,117
Ending Fund Balance									\$ 2,150,177

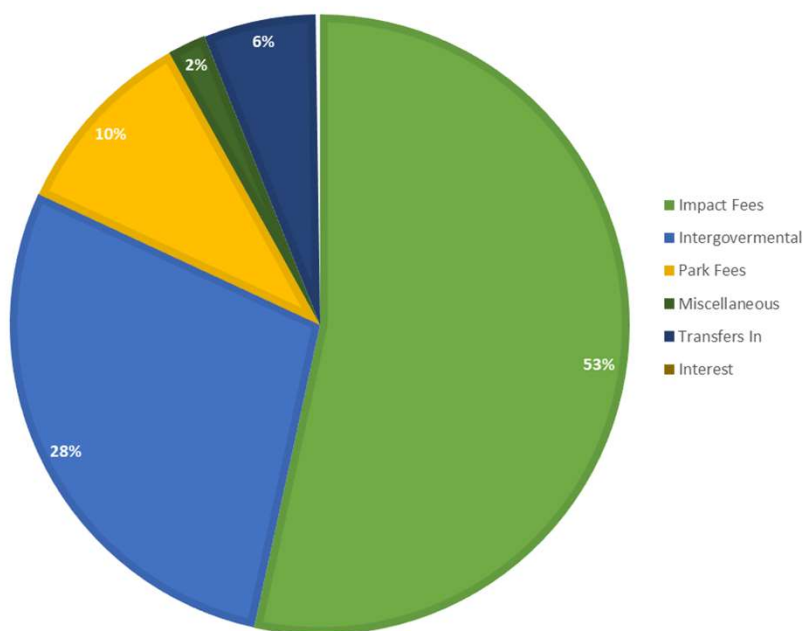


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Parks & Open Space Fund Revenues

Parks and Open Space Fund Revenues by Source

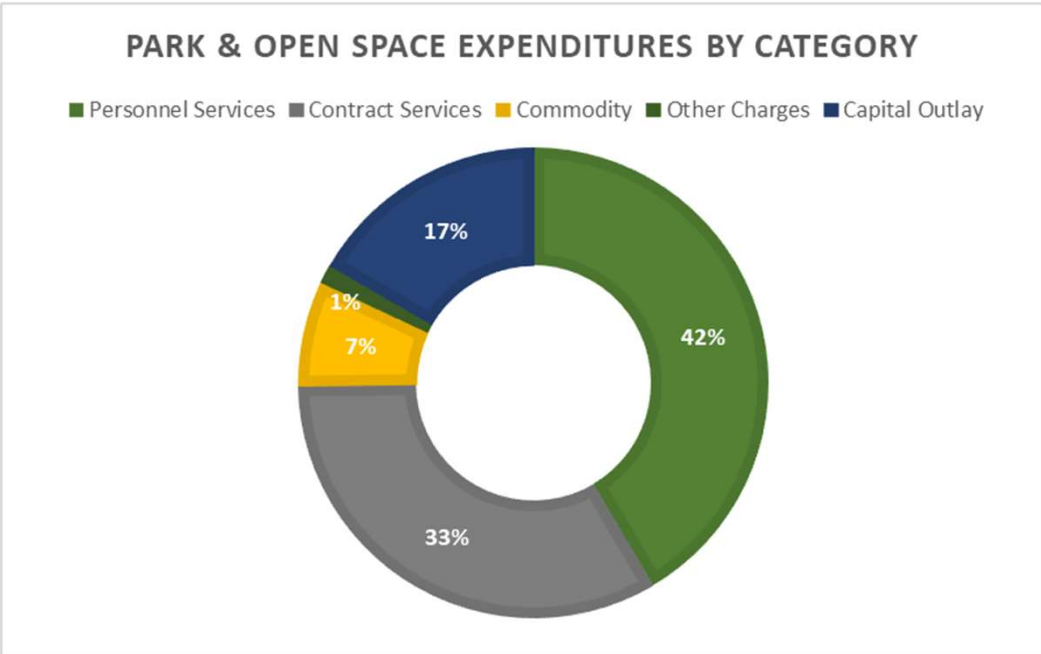


Parks and Open Space Fund Revenue Sources		
Source	Amount	% of Total
Impact Fees	456,980	53%
Intergovernmental	243,650	28%
Park Fees	85,900	10%
Miscellaneous	17,000	2%
Transfers In	50,000	6%
Interest	2,000	0%



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Parks & Open Space Fund Expenditures - \$3,929,940



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Town of Johnstown

Capital Projects Fund

Capital Projects - Budget Highlights

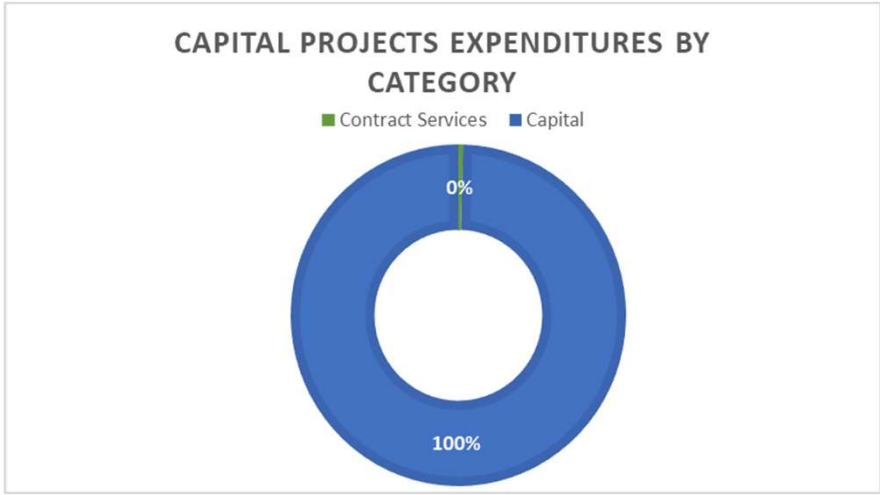
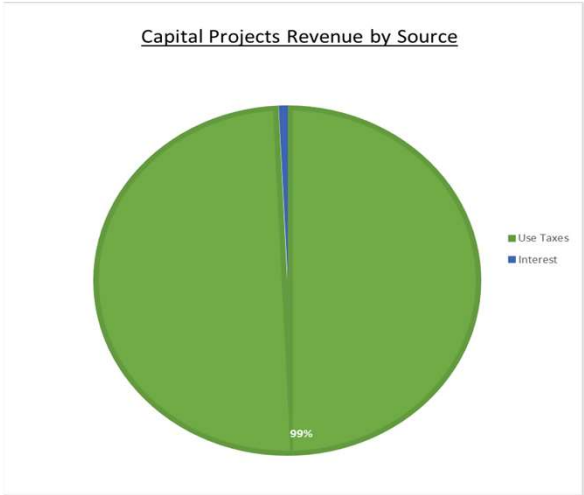
- Aesthetic improvements to I-25 and Highway 60 interchange
- Downtown branding study signage

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	11,500	-	-	11,500	2,500,000	-	2,511,500
Totals	\$ -	\$ 11,500	\$ -	\$ -	\$ 11,500	\$ 2,500,000	\$ -	\$ 2,511,500
 Total Cash Available								\$ 7,905,423
 Ending Fund Balance								\$ 5,393,923



Capital Project Fund Revenues & Expenses



Capital Projects Fund		
Source	Amount	% of Total
Use Taxes	300,000	99%
Interest	2,200	1%



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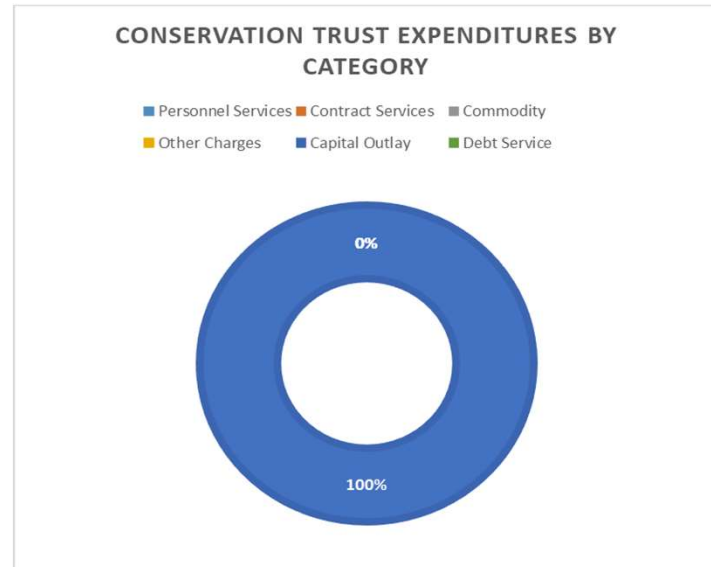
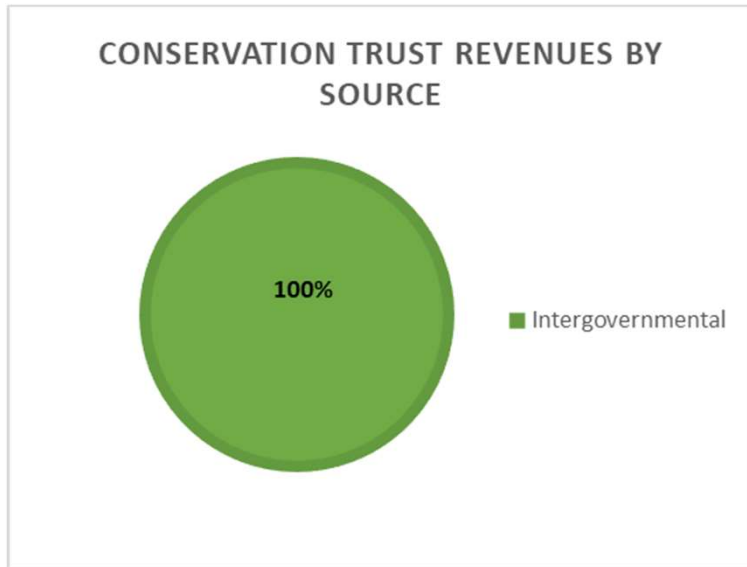
Conservation Trust Fund

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	---	---	0
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
Total Cash Available								\$ 118,251
Ending Fund Balance								\$ 118,251



Conservation Trust Fund Review



Conservation Trust Fund		
Source	Amount	% of Total
Intergovernmental	82,000	99.94%
Interest	50	0.06%



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Town of Johnstown

Tax Allocation Fund

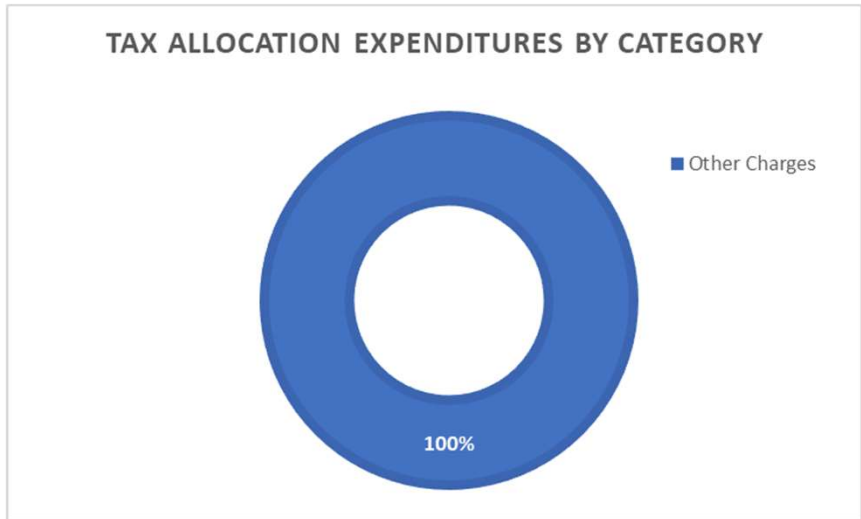
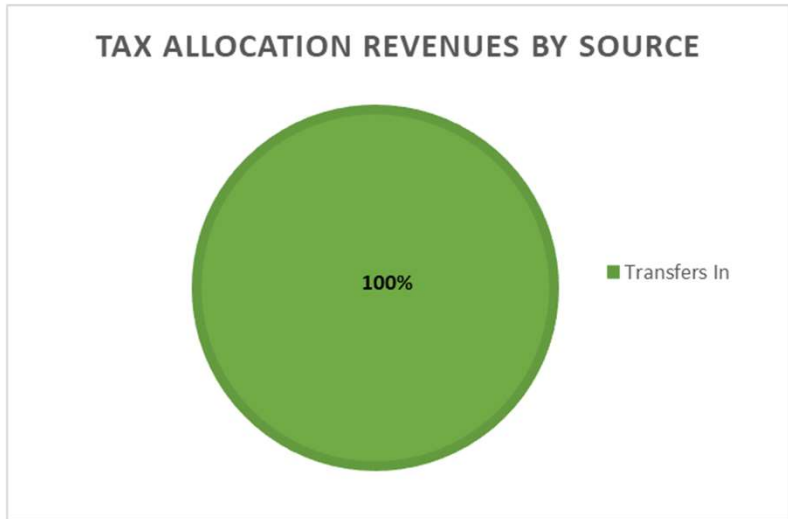
TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	675,000	675,000	-	-	675,000
Totals	\$ -	\$ -	\$ -	\$ 675,000	\$ 675,000	\$ -	\$ -	\$ 675,000
Total Cash Available								\$ 716,485
Ending Fund Balance								\$ 41,485



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Tax Allocation Fund Review





Town of Johnstown

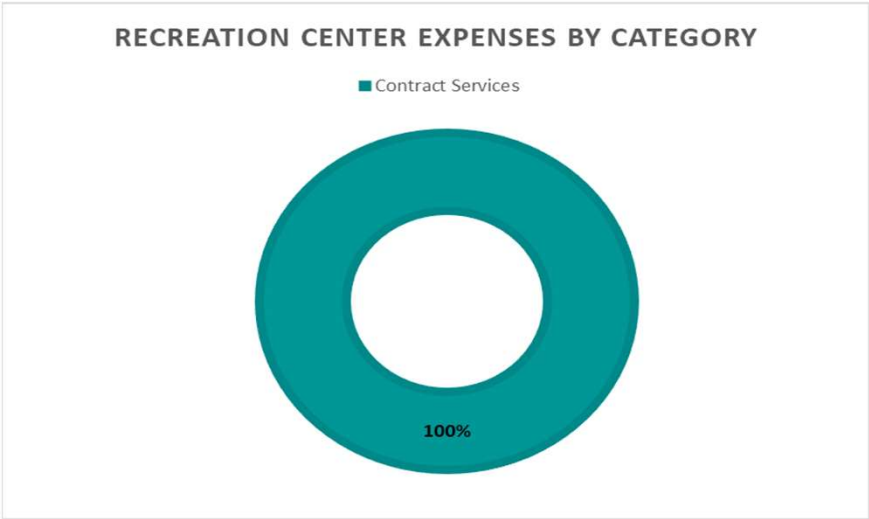
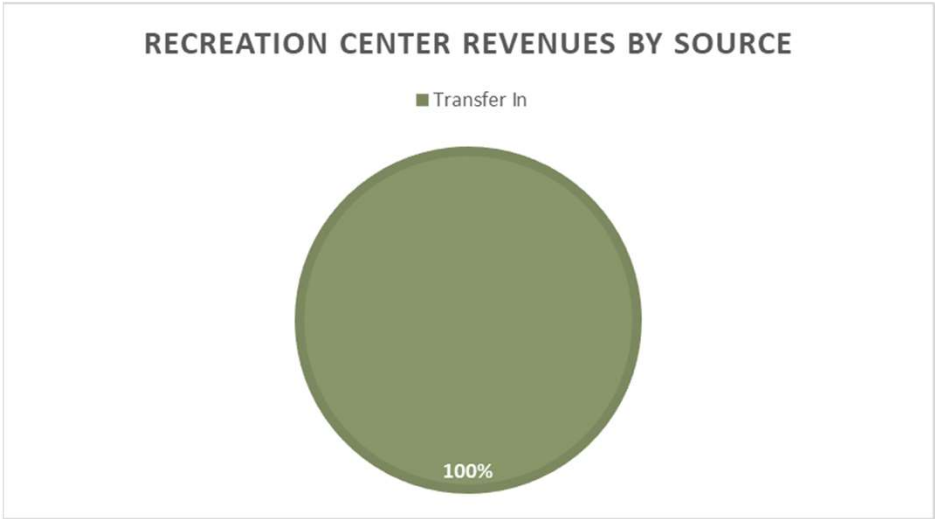
Recreation Center Fund

RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	500,000	-	-	500,000	-	-	500,000
Totals	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ 500,000
Total Cash Available								\$ 500,000
Ending Fund Balance								\$ -



Recreation Center Fund Review





Town of Johnstown

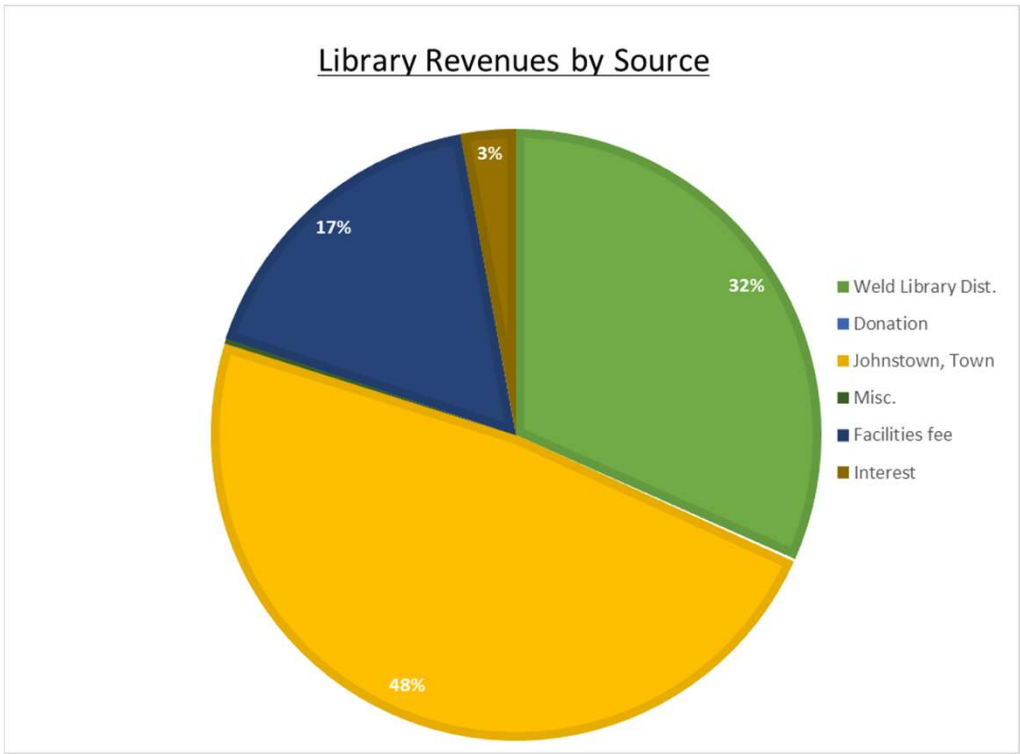
Library Fund

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	677,000	777,000	355,000	12,000	1,821,000	-	-	1,821,000
Totals	\$ 677,000	\$ 777,000	\$ 355,000	\$ 12,000	\$ 1,821,000	\$ -	\$ -	\$ 1,821,000
Total Cash Available								\$ 10,743,484
Ending Fund Balance								\$ 8,922,484



Library Fund Revenues

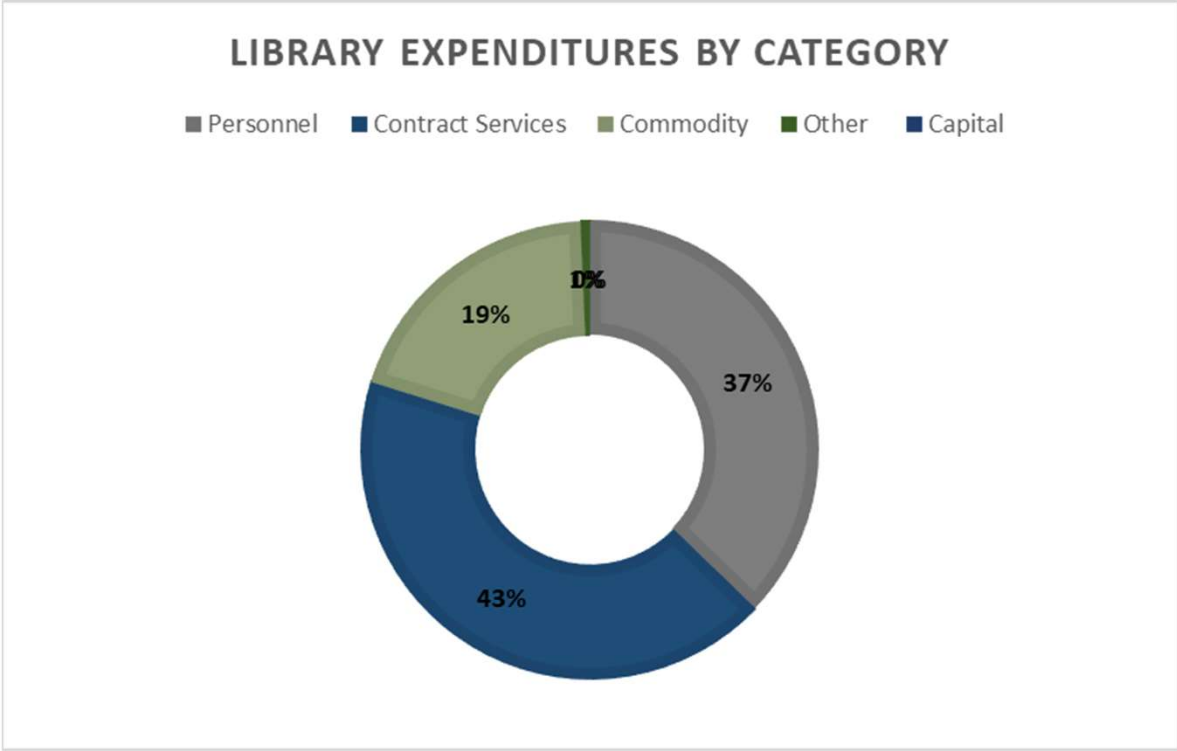


Library		
Source	Amount	% of Total
Weld Library Dist.	819,186	32%
Donation	3,500	0%
Johnstown, Town	1,243,246	48%
Misc.	7,500	0%
Facilities fee	439,410	17%
Interest	75,000	3%



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Library Fund Expenditures - \$1,472,000



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Enterprise Funds



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Town of Johnstown

Water Fund

Water Fund - Budget Highlights

- Complete south water tower
- Distribution line construction
- Water plant expansion
- Easement acquisition for raw water improvements
- Town Lake generator
- Charlotte St. water

WATER FUND EXPENSE SUMMARY

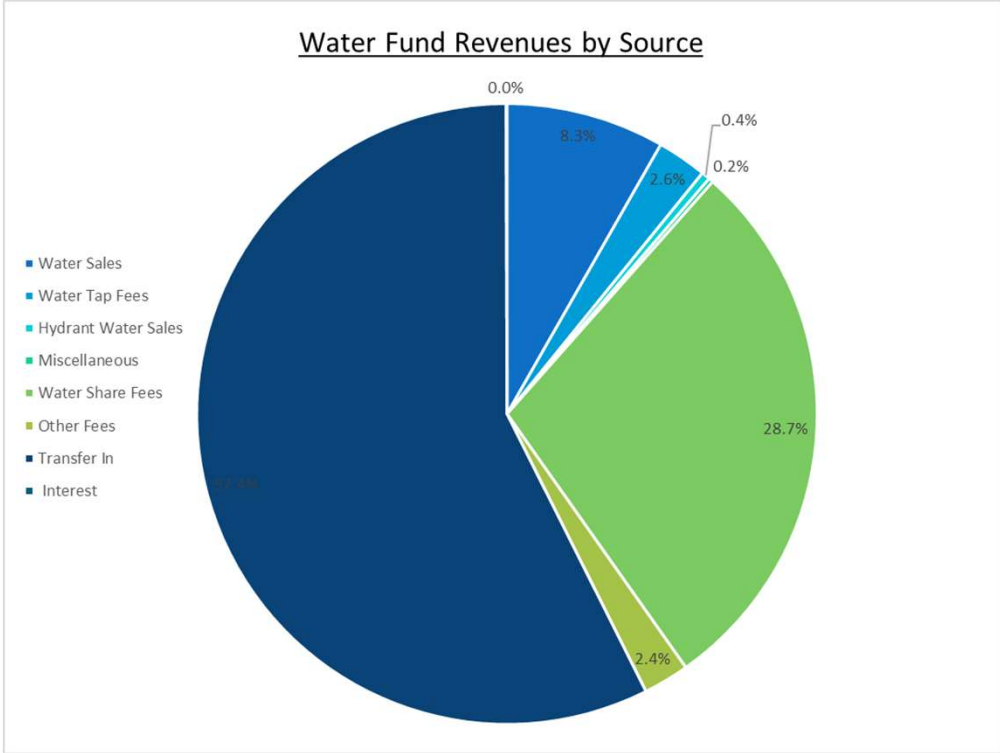
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	632,000	1,183,750	1,599,100	1,228,650	4,643,500	33,911,280	-	38,554,780
WF C&D	473,300	157,000	295,000	1,850	927,150	2,506,000		3,433,150
Totals	\$ 1,105,300	\$ 1,340,750	\$ 1,894,100	\$ 1,230,500	\$ 5,570,650	\$ 36,417,280	\$ -	\$ 41,987,930
Total Cash Available								\$ 62,835,043
Ending Fund Balance								\$ 20,847,113



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Water Fund Revenues

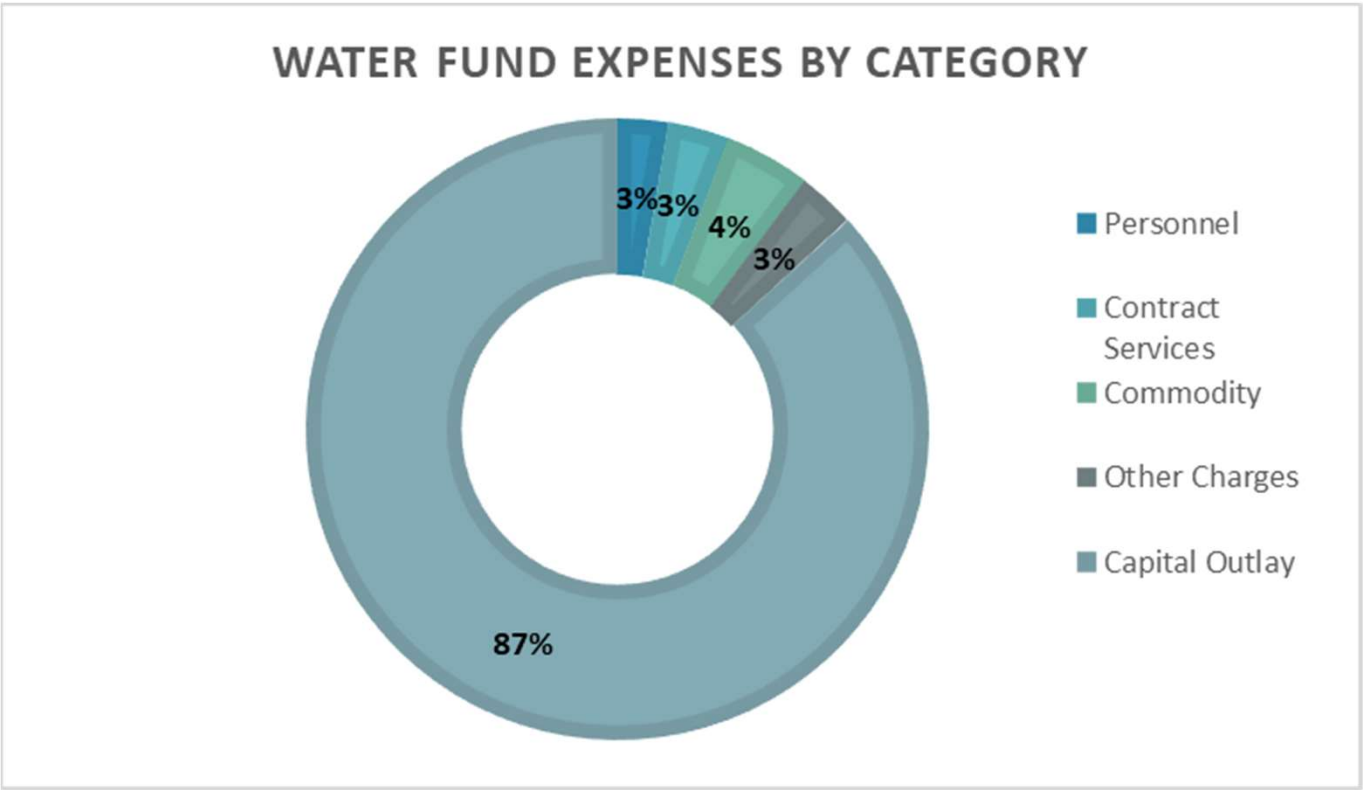


Water Fund		
Source	Amount	% of Total
Water Sales	4,320,000	8%
Water Tap Fees	1,357,605	3%
Hydrant Water Sales	235,000	0%
Miscellaneous	125,000	0%
Water Share Fees	15,000,000	29%
Other Fees	1,249,445	2%
Transfer In	30,000,000	57%
Interest	20,000	0%



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Water Fund Expenditures - \$41,987,930



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Town of Johnstown

Sewer Fund

Sewer Fund - Budget Highlights

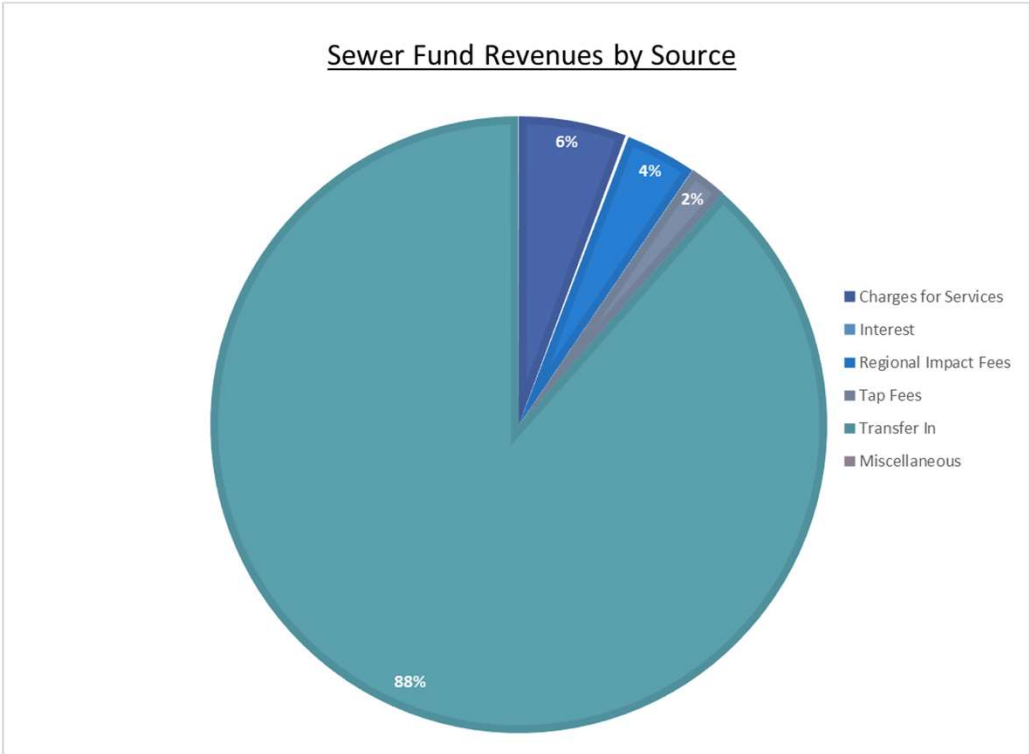
- Low Point Wastewater Treatment Plant construction
- Central Interceptor Phases I – III construction
- Charlotte St. sewer

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	530,450	950,900	271,860	1,256,350	3,009,560	57,315,000	2,764,000	63,088,560
SF C&D	186,800	264,000	53,500	1,850	506,150	21,066,000	-	21,572,150
Totals	\$ 717,250	\$ 1,214,900	\$ 325,360	\$ 1,258,200	\$ 3,515,710	\$ 78,381,000	\$ 2,764,000	\$ 84,660,710
Total Cash Available								\$ 86,548,502
Ending Fund Balance								\$ 1,887,792



Sewer Fund Revenues

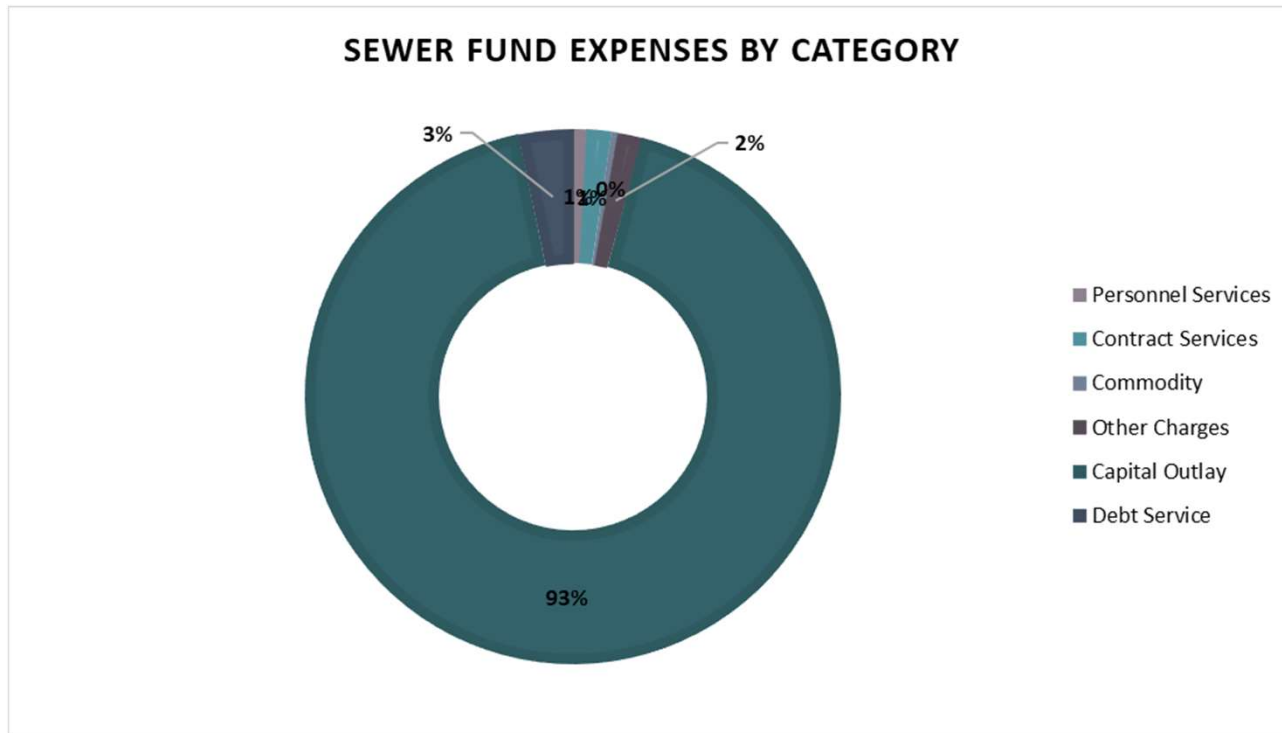


Sewer Fund		
Source	Amount	% of Total
Charges for Services	3,181,500	6%
Interest	100,000	0%
Regional Impact Fees	2,105,000	4%
Tap Fees	1,113,560	2%
Transfer In	50,000,000	88%
Miscellaneous	18,900	0%



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Sewer Fund Expenditures - \$84,660,710



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Town of Johnstown

Drainage Fund

Drainage Fund - Budget Highlights

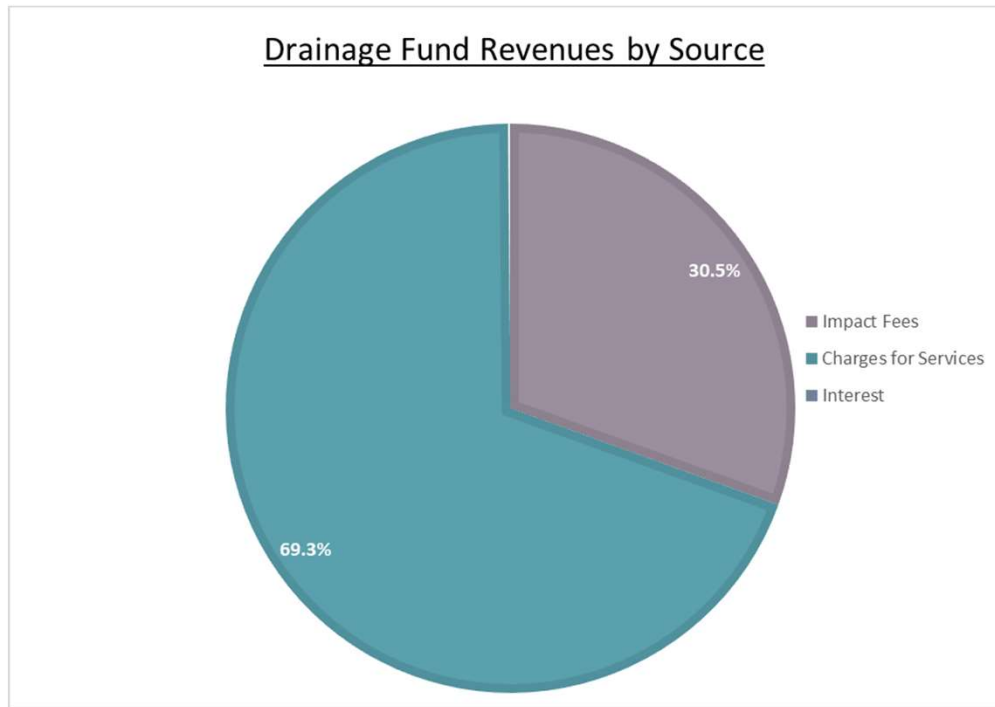
- Charlotte drainage improvements
- MS4 permit plans and standards

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	261,460	134,090	20,875	227,000	643,425	-	-	643,425
Totals	\$ 261,460	\$ 134,090	\$ 20,875	\$ 227,000	\$ 643,425	\$ -	\$ -	\$ 643,425
 Total Cash Available								 \$ 4,094,098
 Ending Fund Balance								 \$ 3,450,673



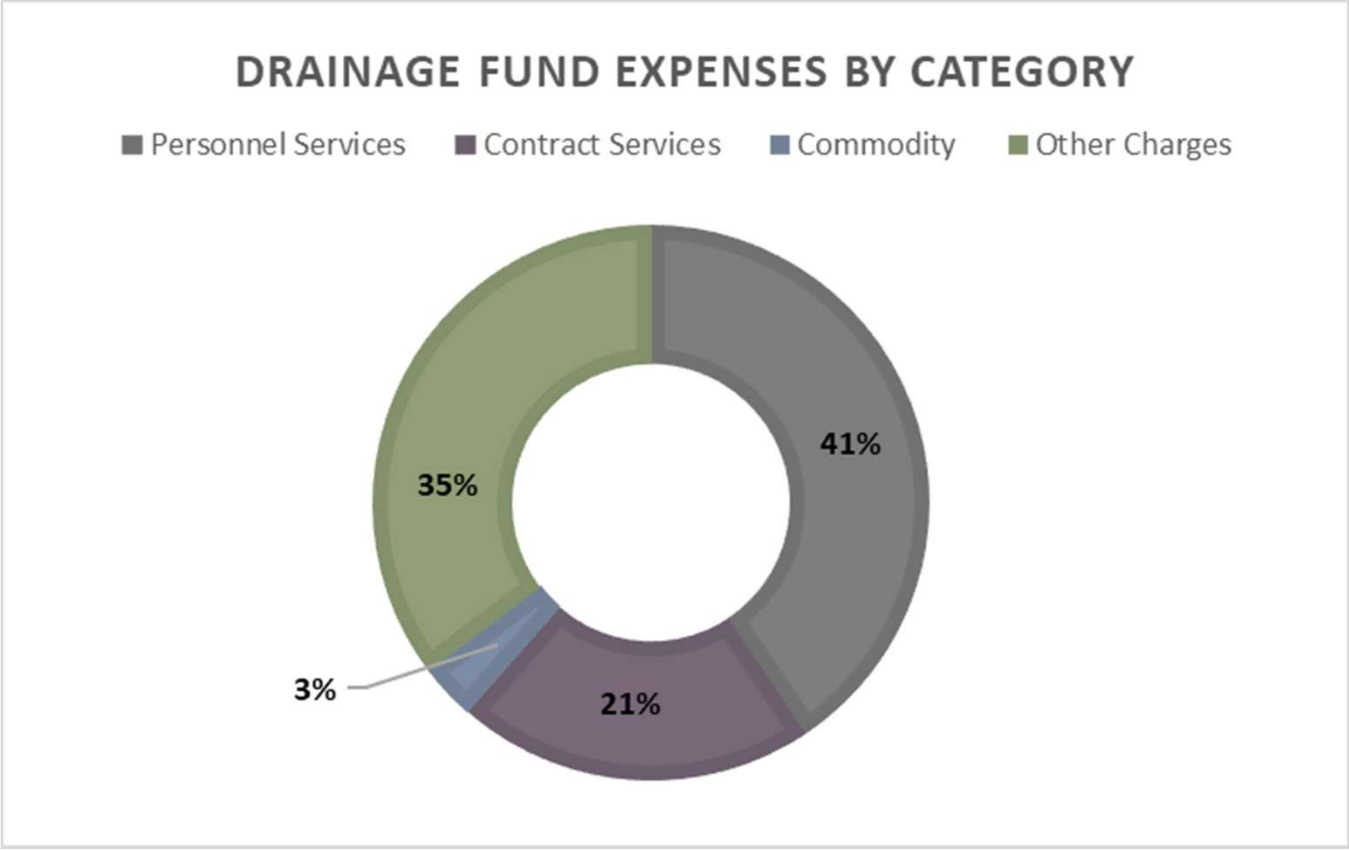
Drainage Fund Revenues



Drainage Fund		
Source	Amount	% of Total
Impact Fees	220,000	30.5%
Charges for Services	500,000	69.3%
Interest	1,000	0.1%



Drainage Fund Expenditures - \$643,425



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Fiduciary Funds



Town of Johnstown

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Town of Johnstown

Cemetery Perpetual Fund

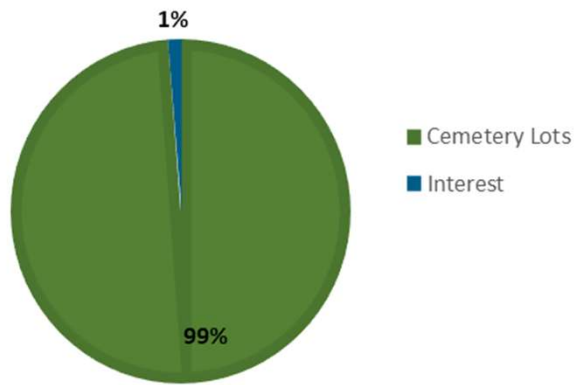
CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
 Total Cash Available								\$ 179,676
 Ending Fund Balance								\$ 179,676



Cemetery Perpetual Fund Review

CEMETERY PERPETUAL FUND REVENUES BY SOURCE



CEMETERY PERPETUAL FUND EXPENDITURES

No budgeted expenditures



The End.





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 7, 2022
- SUBJECT:** Water & Sewer Service Agreement – Thompson Ridge Estates, with R&M Holdings, LLC
- ACTION PROPOSED:** Consideration and Approval of the Water & Sewer Service Agreement – Thompson Ridge Estates, for R&M Holdings, LLC
- ATTACHMENTS:** 1. Water & Sewer Service Agreement
- PRESENTED BY:** Kim Meyer, Planning & Development Director

ITEM DESCRIPTION:

The property owner, R&M Holdings, LLC., has requested approval of a final subdivision plat for 4 large lots on approximately 20 acres.

The annual in-building water demand is estimated at 1.32 acre-feet using a demand rate of 0.33 acre-feet/lot. The annual permanent irrigation water demand is estimated at 1.86 acre-feet. These numbers are reviewed and accepted by the Town’s contract water engineering firm.

The Developer has existing credits in the amount of one share of stock in the Consolidated Home Supply Ditch & Reservoir Company, certificate #6996, which has been changed to allow municipal use, totaling eight (8) acre-feet of usable water per year.

Development Component	Demand (AF/YR)	Consumption (AF/YR)
Residential In-Building	1.32	0.066
Landscape Irrigation	1.86	1.58
Total	3.18	1.65

Per the agreement, the cumulative raw water dedication amount will equal 3.18 AF. As a result of this dedication, the Developer will have a surplus credit with the Town in the amount of 4.82 acre-feet.

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

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Thompson Ridge Estates, R&M Holdings, LLC

SUGGESTED MOTIONS:

For Approval

I move to approve the Water & Sewer Service Agreement for Thompson Ridge Estates.

For Denial

I move to deny the Water & Sewer Service Agreement for Thompson Ridge Estates.

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 _____ 2022, by and between **R&M 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” and singularly as “Party.”

WITNESSETH:

WHEREAS, the Developer owns land located in in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West, 6th PM., Town of Johnstown, Larimer County, Colorado (the “Subject Property”); and

WHEREAS, the Subject Property has been annexed to the Town; and

WHEREAS, the Subject Property is being developed by the Developer as Thompson Ridge Estates (“Development”), which will consist of four (4) single family lots along the northern portion of property (the “Residential Lots”) and approximately nine (9) acres of open space (the “HOA Open Space”); and

WHEREAS, the Residential Lots will contain 0.37 acres of high-irrigated landscape (4,000 square feet per lot) and 0.52 acres of low-irrigated landscape (5,700 square feet per lot), and the HOA Open Space will contain 0.10 acres of low-irrigated landscape; 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 Subject Property.

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), the Developer has submitted to the Town a preliminary water and sewer demand analysis for the Subject Property. 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 June 9, 2022, attached hereto as **Exhibit A**, is hereby accepted by the Town. The analysis sets forth the projected water and sewer demands for the Subject Property as follows:

Development Component	Demand (AF/YR)	Consumption (AF/YR)
In-Building	1.32	0.066
Landscape Irrigation	1.86	1.58
Total	3.18	1.65

2. Water Rights Dedication. Within ten (10) days after the mutual execution of the Agreement, the Developer shall dedicate to the Town one (1) share of stock in the Consolidated Home Supply Ditch & Reservoir Company, Certificate # 6996, which share has been changed to include municipal use, totaling eight (8) acre-feet of usable water per year (“Water Stock”). If this dedication is not made within the required time period, this Agreement will be voided without further action from either of the Parties.

3. Surplus dedication credit. The dedication of the Water Stock and other supplies described in paragraph 2, above, will provide potable raw water credits in excess of the water demand projected for the Subject Property. As a result of said dedication, the Developer will have a surplus dedication credit with the Town of approximately 4.82 acre-feet. The credit is calculated as follows:

Credit for water dedicated:	8.00 acre-feet
LESS estimated demand:	<u>3.18 acre-feet</u>
Net current surplus credit:	4.82 acre-feet

Upon written consent of the Town, which shall not be unreasonably withheld, delayed or conditioned, the Developer is authorized to use, or convey to another developer to use, the surplus raw water credits elsewhere within the Town in accordance with the Town Code and any water bank agreement or similar agreement with the Town.

4. Commitment to serve. Subject to the Developer’s performance of all the covenants contained herein the Town commits to provide to the Subject Property up to 1.32 acre-foot per year of water supply for residential in-building use together with the corresponding sewer service and 1.86 acre-feet for irrigation as described above.

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

6. Payment of Water Court Transfer fees. Upon execution of this Agreement, the Developer shall pay to the Town the sum of NINE HUNDRED DOLLARS (\$900.00) as payment of the water court transfer fees required by the Ordinance. This payment is only for the required dedication of 3.18 acre-feet per year of estimated water demand and estimated consumptive use of 1.65 acre-feet per year (6 SFE) for the Subject Property and has not been assessed against any of the surplus dedication credit of 4.82 acre-feet. In accordance with the Ordinance, additional fees will be required in connection with future development of any property to which all or any portion of the surplus dedication credit is subsequently assigned pursuant to a future mutual agreement of the parties in accordance with the Town’s Ordinance. If an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately

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

TO DEVELOPER:

R&M Holdings, LLC
c/o Mike Campana
3702 Manhattan Ave., Ste. 201
Fort Collins, CO 80526
Email: mdcampana@gmail.com

WITH A COPY TO:

Bob Choate, Esq.
Coan, Payton & Payne, LLC
103 W. Mountain Ave., Suite 200
Fort Collins, CO 80524
Email: bchoate@cp2law.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
P.O. Box 609
450 S Parish Ave.
Johnstown, CO 80534
Email: hhill@johnstownco.gov

WITH A COPY TO
THE TOWN ATTORNEYS:

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

Peter J. Ampe
Hill & Robbins, P.C.
1160 Lincoln St., Suite 2720
Denver, CO 80264
Email: peterampe@hillandrobbs.com

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

8. **Default.** In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after ninety (90) days, either Party may then commence an action in a court of competent jurisdiction and shall be entitled to such remedies as are provided by law, including the Town’s ordinances.

9. **Successors and assigns.** The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This Agreement shall not be assigned without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Developer shall be entitled to transfer its interest in this Agreement to an Affiliate. For purposes of this section 9, an Affiliate shall mean an entity that is owned, controlled by or under common control with Developer.

Further, after the Town delivers Notice of Final Acceptance (as that term is defined in the Subdivision Development and Improvement Agreement between Developer and Town) of Developer's improvements, Developer shall be authorized to assign this Agreement to the homeowners' association governing and associated with the Development without the consent of the Town. In either case, Developer shall promptly deliver written notice to Town of said assignment, and Developer shall be released of further rights or obligations hereunder.

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

11. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

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

15. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Larimer, State of Colorado.

16. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

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

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

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

Signatures follow.

R&M HOLDINGS, LLC

By: [Signature]
Michael D. Campana, Member

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 25th day of October 2022 by Michael D. Campana as the authorized member of R&M Holdings, LLC.

Witness my hand and official seal.



[Signature]
Notary Public
1041 Main Street Windsor, CO 80550
Address
970 686 7631
Telephone

My Commission Expires: 06-22-2024

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

Exhibit A to Water and Sewer Service Agreement

WATER ENGINEER MEMORANDUM

[see attached]

HELTON & WILLIAMSEN, P.C.
CONSULTING ENGINEERS IN WATER RESOURCES

7353 S. ALTON WAY, SUITE A-125
CENTENNIAL, COLORADO 80112
Phone (303) 792-2161
e-mail: thancock@helton-williamsen.com

MEMORANDUM

June 9, 2022

To: Justin Currie & Kim Meyer

From: Tom Williamsen & Tyler Hancock

Subject: Water Demand Update – Thompson Ridge Estates FDP Submittal 1

This memorandum summarizes our review of the water demand estimates submitted by Tim Grote of Irrigation Engineers, dated June 3, 2022, for Thompson Ridge Estates in the SE ¼ of sec. 14 and the NE ¼ of sec. 23, T. 5 N., R. 68 W of the 6th PM. This 20.05 acre site will have four single family lots and over 9 acres of open space. The residential lots will contain 0.37 acre (4,000 ft²/lot) of high-irrigated landscape and 0.52 acre (5,700 ft²/lot) of low-irrigated landscape. The HOA open space will contain only 0.10 acre of low-irrigated landscape.

The annual in-building demand is estimated as 1.32 acre-feet by using a factor of 0.33 acre-feet/lot.

There are no general landscape areas, but there are residential and HOA irrigated areas. The high-irrigated residential areas will demand 0.92 acre-feet/year using a demand rate of 2.5 acre-feet/acre. The low-irrigated residential areas will demand 0.79 acre-feet/year using a demand rate of 1.5 acre-feet/acre. Lastly, the HOA low-irrigated landscape will demand 0.15 acre-feet/year using a demand rate of 1.5 acre-feet/acre.

The total annual water demand is estimated as 3.18 acre-feet. We find these estimates and estimation procedures to be acceptable.

The owner, R&H Holdings LLC, will need to provide water shares for the development and include a share certificate number and history of ownership.

Attached is a scan of our review of the water demand worksheet with our notes.

Enclosure

TGH/TAW/mlc

c:\2022-06-09 Memo to JCurrie and KMeyer re Thompson Ridge Estates FDP Sub 1.doc



Town of Johnstown

Annual Water Demand Worksheet

Project Name: Thompson Ridge Estates

Site Address or Parcel #s: 8514000005

Applicant/Project Owner: R&M Holdings LLC Contact: Mike Campana

Email: mdcampana@gmail.com **Primary Phone:** 970.229.5900

Consultant /Representative: Irrigation Engineers - Contact: Tim Grote

Email: tim@irrigationengineers.com **Primary Phone:** 307.509.0238

Submitted:  **Date:** June 3, 2022
Signature

Project Summary

Detailed Description of Proposed Land Use:

Thompson Ridge Estates is a large acre single-family subdivision along the Big Thompson River that will take access off of Watercress Drive in the Thompson Crossing subdivision. Four (4) single family lots will be located along the northern portion of the property along with HOA open space within a 100'+ river buffer. The existing wetland in the NW portion of the site will be maintained and will have a 50' building development buffer. The buffer areas and a significant portions of the single-family lots will remain in a native state with no supplemental water/irrigation being provided to them. Single-family lots will be restricted on the quantity of irrigated turf, type of turf and quantity of shrub beds that will be allowed. Plants will be restricted based on their water use of medium-xeric.

For Commercial/Industrial uses – Describe type of business and expected number of employees. Please provide any relevant water use records for comparable projects, if available:

No commercial or industrial uses are proposed.

The Community That Cares

www.TownofJohnstown.com

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

Overall Site Summary

Total Lot Size:	873,378	SF (20.05	Ac)
Total Impervious Coverage	59,000	SF 6.7	% of Total Lot Size
Landscaped Areas – Irrigated	38,800	SF 4.4	%
Landscaped Areas – Right-of-way	0	SF	
Landscaped Areas – Non-Irrigated	814,378	SF 93.3	%

Approx. Areas:
 Buildings: ~24,060 SF
 Entrance Road: ~7,550 SF
 Driveways: ~27,390 SF

Irrigation Demand Worksheet

Water use	Town req. interior consumptive water A.F./year/home	Number of homes	Total water A.F./year
Interior/consumptive	0.33	4	1.32

Irrigation Water use	S.F. of irrigated area/home	Acre Square feet	Irrigated acreage/home	Number of homes	Total Irrigated acreage for all homes	Town conversion of A.F. water/irrigated acre	Total Acre Feet of water needed
SFA/TH/MF Irrigated Landscape-high	0	43,560	0.00	0	0.00	2.5	0.00
SFA/TH/MF Irrigated Landscape-low	0	43,560	0.00	0	0.00	1.5	0.00
SF Detached Irrigated Landscape-high	4,000	43,560	0.09	4	0.37	2.5	0.92
SF Detached Irrigated Landscape-low	5,700	43,560	0.13	4	0.52	1.5	0.79
HOA Irrigated Landscape -low	4,500	43,560	0.10	1	0.10	1.5	0.15
Total:							1.86

Total AF of water needed (Interior Consumptive + Irrigated Landscape) for Thompson Ridge	3.18
--	------

TGH
 6/9/2022



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 7, 2022
- SUBJECT:** Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for the Thompson Ridge Estates Subdivision
- ACTION PROPOSED:** Consideration and Approval of the Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for Thompson Ridge Estates Subdivision
- ATTACHMENTS:** 1. Subdivision Development and Improvement Agreement with Exhibits
- PRESENTED BY:** Kim Meyer, Planning & Development Director
-

AGENDA ITEM DESCRIPTION:

R&M Holdings, LLC, has requested Preliminary/Final Subdivision Plat for Thompson Ridge Estates, encompassing ±20 acres located on the west of Larimer County Road 3/High Plains Blvd, south of the Thompson Crossing II residential subdivision.

The proposed agreement is based upon the Town’s standard agreement and requires payment of required fees and taxes, and all construction to occur per Town-approved engineering and construction plans.

- Per negotiations with the Town, Exhibit B-3 details one substantive obligation of the Developer:
1. Developer shall provide a payment to the Town in the amount of \$1.50 per square foot, or \$65,340 per acre, for cash-in-lieu of the required park dedication, for the equivalent of a one-acre dedication, made payable to the Town of Johnstown.

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 Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for Thompson Ridge Estates.

SUGGESTED MOTIONS:

For Approval

I move to approve the Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for Thompson Ridge Estates.

For Denial

I move to deny the Subdivision Development and Improvement Agreement with R&M Holdings, LLC, for Thompson Ridge Estates.

Reviewed and Approved for Presentation,



Town Manager

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
TOWN OF JOHNSTOWN
(Thompson Ridge Estates)**

This Subdivision Development and Improvement Agreement (“Agreement”), made and entered into by and between the **Town of Johnstown, Colorado**, a Colorado home-rule municipal corporation (the “Town”) and **R&M Holdings, LLC**, a Colorado limited liability company (“Developer”).

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Thompson Ridge Estates (“Development”); and

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

WHEREAS, the Town Council approved, or intends to approve, the Final Plat by passage of Resolution No. 2022-44, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference (“Resolution”); and

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

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

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 Pre- Construction

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

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements for the Development, Developer shall submit the Civil Engineering Construction Plans to the Town for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town’s review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer’s responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to

such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection.

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

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

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

2.2 *Construction of Public Improvements*

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

b. At least seven (7) days prior to the commencement of construction, Developer shall provide written notice to all property owners within a 600-foot radius of the construction limits indicated on the Civil Engineering Construction Plans and to any other property owners who are reasonably likely to be impacted by the construction of the fact of the construction along with contact information for the Developer. Prior to the commencement of the construction, such contact list shall be provided to the Town with a copy of the notification. Notification may be by U.S. mail or by delivering a printed flyer left at each affected home or business location.

2.3 **Construction Schedule:** Developer shall construct the Public Improvements set forth on **Exhibit C** in accordance with the schedule of public improvements, which shall be provided by the Developer for approval by the Town, and upon approval shall be attached hereto and incorporated herein by reference (“Schedule of Public Improvements”). Once construction begins, Developer shall keep the Town informed by periodic status reports of the progress of the work and a projection of when the Public Improvements will be completed as well as the cost of such Public Improvements.

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

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

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

2.7 **Performance Guarantee:** To secure the construction, installation, improvement and completion of the Subdivision Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town, a bond in the form approved by the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary (“Performance Guarantee”) in an amount equal to 110% of the cost of the improvements, which cost shall be certified by Developer’s professional engineer licensed in the State of Colorado and approved by the Town. The Performance Guarantee shall be released after the Notice of Construction Acceptance has been provided for the Public Improvements and notice of approval has been provided for the Private Improvements.

3. **Private Improvements**

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

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

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town's written consent to the extension. The Town may, at its discretion, allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety is provided to the Town. For clarity, the Private Improvements referenced herein do not apply to backyard improvements, which are anticipated to be installed by homeowners.

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

4. **Dry-Utilities**

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

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

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

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

5.2 ***Maintenance Guarantee.*** Prior to the issuance of the Notice of Construction Acceptance of the Public Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond in the form approved by

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

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

5.4 Maintenance, Repair and Replacement: Until Final Acceptance, Developer shall warrant the Public Improvements. Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer’s expense and shall ensure that the installed landscaping is established. If, within fifteen (15) business days after Developer’s receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have undertaken with due diligence to make the same, the Town may make such maintenance, repairs or replacements at Developer’s expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter, or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, the Town may, at its discretion and upon written advisement to Developer, be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.).

5.5 Final Acceptance: Two (2) years after the Town’s issuance of the Notice of Construction Acceptance, which time period may be extended at the Town’s discretion due to remedial or repair work that may be required by the Town during the first two (2) years, Developer shall make a written request to the Town for final inspection of the Subdivision Improvements. If the Town determines that the Subdivision Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town shall provide certification of completion by issuance of a Notice of Final Acceptance of the Public Improvements and written approval of the Private Improvements. If the Town determines that the Subdivision Improvements are not free of defects in materials and workmanship and have not been

repaired and maintained to the extent required, the Town shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town for a final inspection of the Subdivision Improvements. Failure of the Developer to make a timely request for the issuance of a Notice of Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize the Public Improvements as the Town deems appropriate.

Upon issuance of the Notice of Final Acceptance, the Maintenance Guarantee shall be released to Developer, and the Town shall thereafter maintain the Public Improvements dedicated to the Town. Notice of Final Acceptance and all releases shall be recorded at the office of the Larimer County Clerk and Recorder.

5.6 Homeowners Association: Prior to issuance of the Notice of Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners' association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners' association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the office of the Larimer County Clerk and Recorder and the homeowners' association shall thereafter be deemed to be established.

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

WATER AND SEWER SERVICE

6.1 The Town and Developer shall enter into a Water and Sewer Service Agreement setting forth their agreement concerning water rights dedication, preliminary projections of water and sewer demand and a commitment by the Town for water and sewer service to the Development. The Water and Sewer Service Agreement, whenever executed, shall be incorporated into this Agreement and made a part hereof.

6.2 If the Developer hereinafter desires to utilize a non-potable water system to irrigate the Property, or any part thereof, the Town and Developer shall enter into a subsequent agreement regarding such system and, if appropriate, amend the Water and Sewer Service Agreement.

BUILDING PERMITS

7.1 The Town shall not issue building permits for the Development until: (1) the Final Plat has been recorded with the Larimer County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including

but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J; (3) Developer has received written notice of Notice of Construction Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) Developer has provided the Maintenance Guarantee; (5) meter and curb stop pass inspection; (6) the parties have entered into a Water and Sewer Service Agreement; (7) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (8) all terms of this Agreement have been faithfully kept by Developer.

7.2 Notwithstanding the foregoing, the Town may, at its sole discretion, issue building permits prior to completion of certain of the less critical Subdivision Improvements, as determined by the Town, on the condition that the Performance Guarantee remains in effect and such improvements be completed prior to the issuance of certificates of occupancy. In its discretion, the Town may also issue a limited number of building permits for the construction of model homes for the purpose of early sales.

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

OPERATION STANDARDS

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

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

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

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

8.5 In the event that Developer fails to perform the work specified in Paragraphs 8.2, 8.3 or 8.4 within a reasonable time period after receiving written notice from the Town, as determined by the Town, the Town may, in addition to other remedies, including those set forth in Paragraph 7.3, perform the work required and charge Developer for said cost. Developer shall pay the Town for all costs incurred by the Town in the performance of the above said service within fifteen (15) business days of the Town submitting an invoice for said services. If Developer does not remit the costs, in addition to other remedies, the Town may draw on the Performance Guarantee or Maintenance Guarantee.

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

DEVELOPMENT STANDARDS

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

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

9.3 If the Property is included in a metropolitan district, Developer shall dedicate all outlots and tracts containing open space, park areas, and trails to such metropolitan district. The open spaces, parks, and trails shall be available for public use.

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

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

LIABILITY, INSURANCE AND COST REIMBURSEMENT

10.1 ***Indemnification:*** Developer hereby agrees to indemnify and hold the Town, its employees, agents, representatives, insurers and self insurance pool harmless from and against any and all suits, demands, actions, damages, liability, losses, claims, fees and expenses, including attorney's fees, resulting or arising in any way from any breach or default of this Agreement or any acts or omissions of Developer, its employees, agents, consultants, representatives or

subcontractors, except to the extent caused by gross negligence or willful misconduct of the Town. Developer shall promptly investigate, handle, respond to, and provide defense for and defend against any such liability, claims or demands at the sole expense of Developer. Developer also agrees to bear all costs, expenses and attorney's fees related thereto whether or not such liability, claims or demands are groundless, false or fraudulent.

10.2 **Insurance:** Until such time as the Town delivers Notice of Final Acceptance to the Developer, Developer shall for itself and for its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Public Improvements and Private Improvements maintain such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Developer shall list the Town, its officers, employees, agents and representatives, as additional insureds on such liability policies. Whenever requested by the Town, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and showing the Town, its officers, employees, agents and representatives, as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law.

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

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

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

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

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

DEFAULTS AND REMEDIES

11.1 A default by Developer shall exist if Developer fails to fulfill or perform any material obligation contained in this Agreement, the Final Plat, the Resolution, or the Approved Plans, or Developer fails to comply with the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. In the event of a default, the Town shall deliver written notice to Developer of such default and Developer shall have fifteen (15) business days from receipt of such notice to cure the default. If the default is not of a type that may be cured within such fifteen (15) business day period, Developer may provide written notice to the Town within such period that it is actively and diligently pursuing such cure and Developer shall thereafter have a reasonable time to cure the default, provided that Developer is at all times within that extended period actively and diligently pursuing a cure. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Performance Guarantee or Maintenance Guarantee.

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

11.3 Should Developer default in any obligation under this Agreement, the Town may, at its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a

lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

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

MISCELLANEOUS

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

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

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

13.4 **Binding Effect:** Unless otherwise provided herein, this Agreement shall be binding upon Developer's heirs, successors, assigns, transferees and any other person or entity acquiring or purchasing any interest in any of the Property described in the attached **Exhibit A**, with the exception of a bona fide residential home buyer of a completed owner-occupied home.

13.5 **Transfer or Assignments:** In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless, prior to the transfer or the sale, a written agreement satisfactory to the Town delineating and allocating the various rights and obligations for the Subdivision Improvements has been approved and executed by the Town. Notwithstanding the foregoing, Developer shall be entitled to transfer its interest in this Agreement to an Affiliate. For purposes of this section 13.5, an Affiliate shall mean an entity that is owned, controlled by or under common control with Developer. Developer shall promptly provide written notice to Town of any transfer to an Affiliate.

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

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

TO DEVELOPER:

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 South Parish Avenue
P. O. Box 609
Johnstown, CO 80534
Email: MLeCerf@JohnstownCO.gov

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

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

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

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

13.12 **No Presumption.** Each party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the

negotiation and execution of this Agreement and with respect to all matters set forth herein. In the event of any dispute, disagreement or controversy arising from this Agreement, the parties shall be considered joint authors and no provision shall be interpreted against any party because of authorship.

13.13 **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements or understandings. Any amendment to this Agreement must be in writing and signed by the parties.

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

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

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

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

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this ____ day of _____, 2022.

R&M HOLDINGS, LLC
a Colorado limited liability company

By: _____
Name: Michael D. Campana
Title: Member

STATE OF COLORADO)
) ss.
COUNTY OF)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, by Michael D. Campana, as the authorized member of R&M Holdings, LLC.

WITNESS my hand and official seal.

JORDAN MARIE FITZMAURICE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204021501
MY COMMISSION EXPIRES 6-22-2024


Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

**SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT
FOR
THE TOWN OF JOHNSTOWN
(Thompson Ridge Estates)**

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A: Legal Description of the Property

EXHIBIT B-1: Copy of Final Plat

EXHIBIT B-2: Town Resolution Approving Development

EXHIBIT B-3: Additional Terms, Conditions or Provisions

EXHIBIT C: Schedule of Public Improvements

EXHIBIT D: Irrevocable Letter of Credit Form

EXHIBIT A

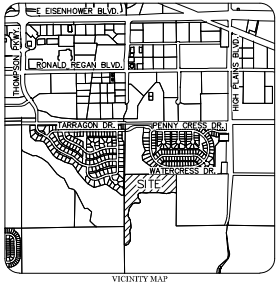
**LEGAL DESCRIPTION
(Property)**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 20.05 ACRES, AS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED JUNE 3, 2019 AT RECEPTION NUMBER 20190029486 IN THE RECORDS OF THE LARIMER COUNTY CLERK & RECORDER'S OFFICE.

EXHIBIT B-1
PLAT
(SEE ATTACHED)

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



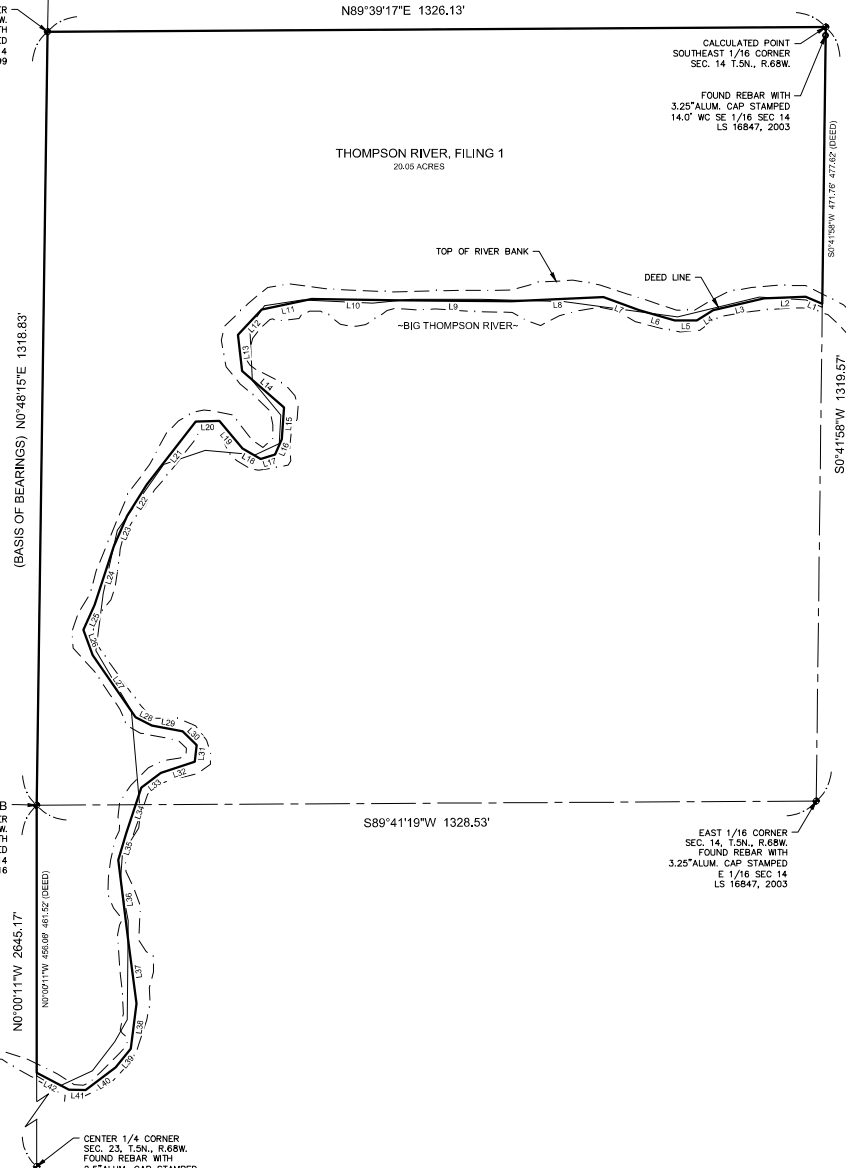
SOUTH 1/16 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
2" ALUM. CAP STAMPED
S 1/16 SEC 14
LS 20676, 1999



THOMPSON RIVER, FILING 1
23.05 ACRES

CALCULATED POINT
SOUTHEAST 1/16 CORNER
SEC. 14 T.5N., R.68W.

FOUND REBAR WITH
3.25" ALUM. CAP STAMPED
14.0" WC SE. 1/16 SEC 14
LS 16847, 2003



P.O.B.
SOUTH 1/4 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
2.5" ALUM. CAP STAMPED
S 1/4 SEC 14
PLS 38512, 2016

EAST 1/16 CORNER
SEC. 14, T.5N., R.68W.
FOUND REBAR WITH
3.25" ALUM. CAP STAMPED
E 1/16 SEC 14
LS 16847, 2003

CENTER 1/4 CORNER
SEC. 23, T.5N., R.68W.
FOUND REBAR WITH
2.5" ALUM. CAP STAMPED
CNTR 1/4 SEC 14
LS 12374, 1993

STATEMENT OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE FOLLOWING DESCRIBED PROPERTY, EXCEPT ANY EXISTING PUBLIC STREETS, ROADS OR HIGHWAYS, WHICH PROPERTY IS LOCATED IN SECTION 14 AND SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SW 1/4 OF THE SE 1/4 OF SECTION 14, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND THE NW 1/4 OF THE NE 1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION CONTAINED CONVEYED TO EXIT 223, LLC, A COLORADO LIMITED LIABILITY COMPANY IN SPECIAL WARRANTY DEED RECORDED OCTOBER 4, 2013 AT RECEPTION NUMBER 2013007885, LARIMER COUNTY RECORDS.

ALSO BEING DESCRIBED AS FOLLOWS: A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHWEST QUARTERS OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARING: THE WEST LINE SOUTH QUARTER OF SAID SECTION 14, BEING MONUMENTED ON THE SOUTH BY A 2 1/2" CAP STAMPED 1.5 3/8" I" AND ON THE NORTH BY A 3 1/2" CAP STAMPED 1.5 3/8" I" AND IS CONSIDERED TO BEAR NORTH 00°48'15" EAST, A DISTANCE OF 1318.83 FEET;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, THENCE NORTH 00°48'15" EAST ALONG SAID WEST LINE, A DISTANCE OF 1318.83 FEET TO THE CENTER SOUTH 1/16 CORNER OF SAID SECTION 14;

THENCE NORTH 89°39'17" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 1326.13 FEET TO THE SOUTHEAST 1/16 CORNER OF SAID SECTION 14; THENCE SOUTH 00°41'51" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 14, A DISTANCE OF 477.62 FEET, THENCE ALONG THE CENTERLINE OF THE BIG THOMPSON RIVER, THE FOLLOWING THIRTY (30) COURSES: NORTH 66°03'45" WEST, A DISTANCE OF 30.42 FEET; NORTH 86°38'15" WEST, A DISTANCE OF 80.00 FEET; SOUTH 62°29'25" WEST, A DISTANCE OF 142.88 FEET; NORTH 82°25'37" WEST, A DISTANCE OF 156.76 FEET; NORTH 89°21'22" WEST, A DISTANCE OF 140.03 FEET; NORTH 90°00'00" WEST, A DISTANCE OF 120.88 FEET; SOUTH 84°32'10" WEST, A DISTANCE OF 66.13 FEET; NORTH 87°25'12" WEST, A DISTANCE OF 120.11 FEET; SOUTH 81°12'12" WEST, A DISTANCE OF 64.82 FEET; SOUTH 24°12'02" WEST, A DISTANCE OF 44.78 FEET; SOUTH 02°19'19" EAST, A DISTANCE OF 81.5 FEET; SOUTH 38°07'07" EAST, A DISTANCE OF 76.19 FEET; SOUTH 03°27'10" WEST, A DISTANCE OF 49.01 FEET; SOUTH 65°20'08" WEST, A DISTANCE OF 45.17 FEET; NORTH 64°51'14" WEST, A DISTANCE OF 85.29 FEET; SOUTH 71°04'51" WEST, A DISTANCE OF 75.08 FEET; SOUTH 35°01'55" WEST, A DISTANCE OF 137.07 FEET; SOUTH 12°46'45" WEST, A DISTANCE OF 110.22 FEET; SOUTH 07°20'06" WEST, A DISTANCE OF 98.17 FEET; SOUTH 30°36'10" EAST, A DISTANCE OF 119.09 FEET; SOUTH 14°54'10" EAST, A DISTANCE OF 175.84 FEET; SOUTH 02°20'19" WEST, A DISTANCE OF 24.64 FEET; SOUTH 30°13'04" WEST, A DISTANCE OF 56.87 FEET; SOUTH 04°14'29" WEST, A DISTANCE OF 44.68 FEET; SOUTH 10°47'48" EAST, A DISTANCE OF 70.55 FEET; SOUTH 00°33'45" WEST, A DISTANCE OF 188.22 FEET; SOUTH 00°20'11" WEST, A DISTANCE OF 45.81 FEET; SOUTH 07°20'27" WEST, A DISTANCE OF 62.41 FEET; SOUTH 65°20'55" WEST, A DISTANCE OF 67.26 FEET; NORTH 60°17'03" WEST, A DISTANCE OF 37.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, THENCE NORTH 00°00'45" EAST ALONG SAID WEST LINE, A DISTANCE OF 461.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A GROSS AREA OF 20.05 ACRES OR 873,436.23 SQUARE FEET, MORE OR LESS

(OWNER)

BY: _____ (NAME)

STATE OF COLORADO)
COUNTY OF LARIMER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY

AS _____

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

APPROVALS:

TOWN COUNCIL:

THIS PLAT TO BE KNOWN AS THOMPSON RIDGE ESTATES WAS APPROVED BY ACTION OF THE TOWN OF JOHNSTOWN, COLORADO AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

SURVEYOR'S STATEMENT:

I, CHAD R. WASHBURN, BEING A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE PLAT OF THOMPSON RIDGE ESTATES WAS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SURVEY IS ACCURATELY REPRESENTED ON THIS PLAT AND THAT THE STATEMENTS CONTAINED HEREON WERE READ BY ME AND THE SAME ARE TRUE TO THE BEST OF MY KNOWLEDGE.

DATED THIS _____ DAY OF _____, 2022.



CHAD R. WASHBURN, COLORADO LICENSED PROFESSIONAL LAND SURVEYOR #37963
FOR AND ON BEHALF OF WASHBURN LAND SURVEYING, LLC



www.WashburnSurveying.com
4005 Amberlees Way, Suite 4
Fort Collins, CO 80525
970-790-9264

Sheet 1 of 5, Project #: 2019-0631 Date: September 20, 2022 Scale: 1"=100' Drawn: CDB

TITLE COMMITMENT NOTES:

FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY OR TITLE OF RECORD, WASHBURN LAND SURVEYING, LLC RELIED UPON TITLE COMMITMENT ORDER NUMBER 456405115-581-TM.V, BY HERITAGE TITLE COMPANY, WITH AN EFFECTIVE DATE OF APRIL 16, 2019 AT 5:30 P.M..

GENERAL NOTES:

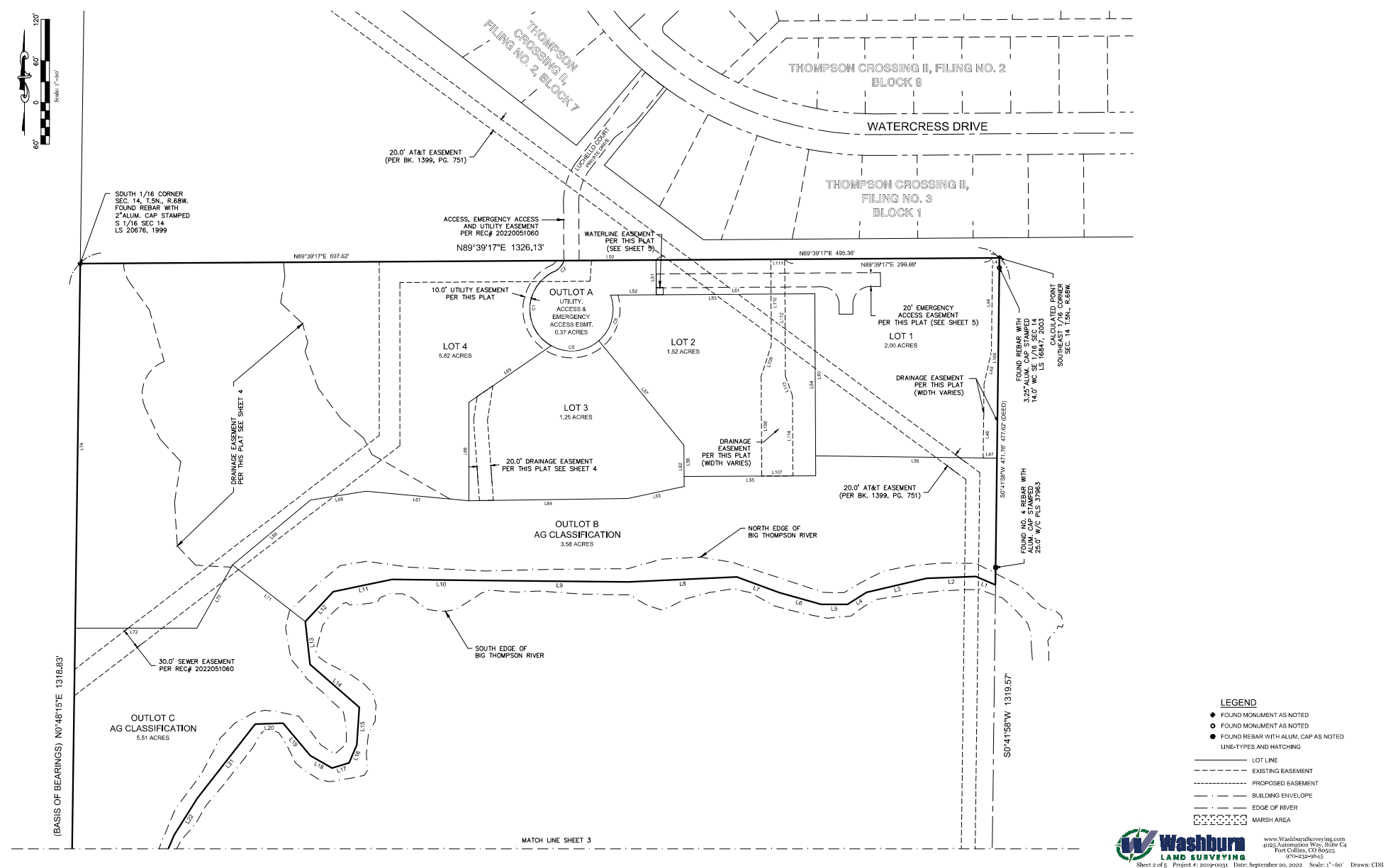
- DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.
- ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF LARIMER COUNTY, COLORADO.
- EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
- BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTH QUARTER OF SECTION 14 TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID LINE IS ASSUMED TO BEAR N 00°48'15" E AND IS MONUMENTED AS SHOWN HEREON.
- PER C.R.S. 38-6-106, ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.3712 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS AFTER THE DATE OF CERTIFICATION.

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

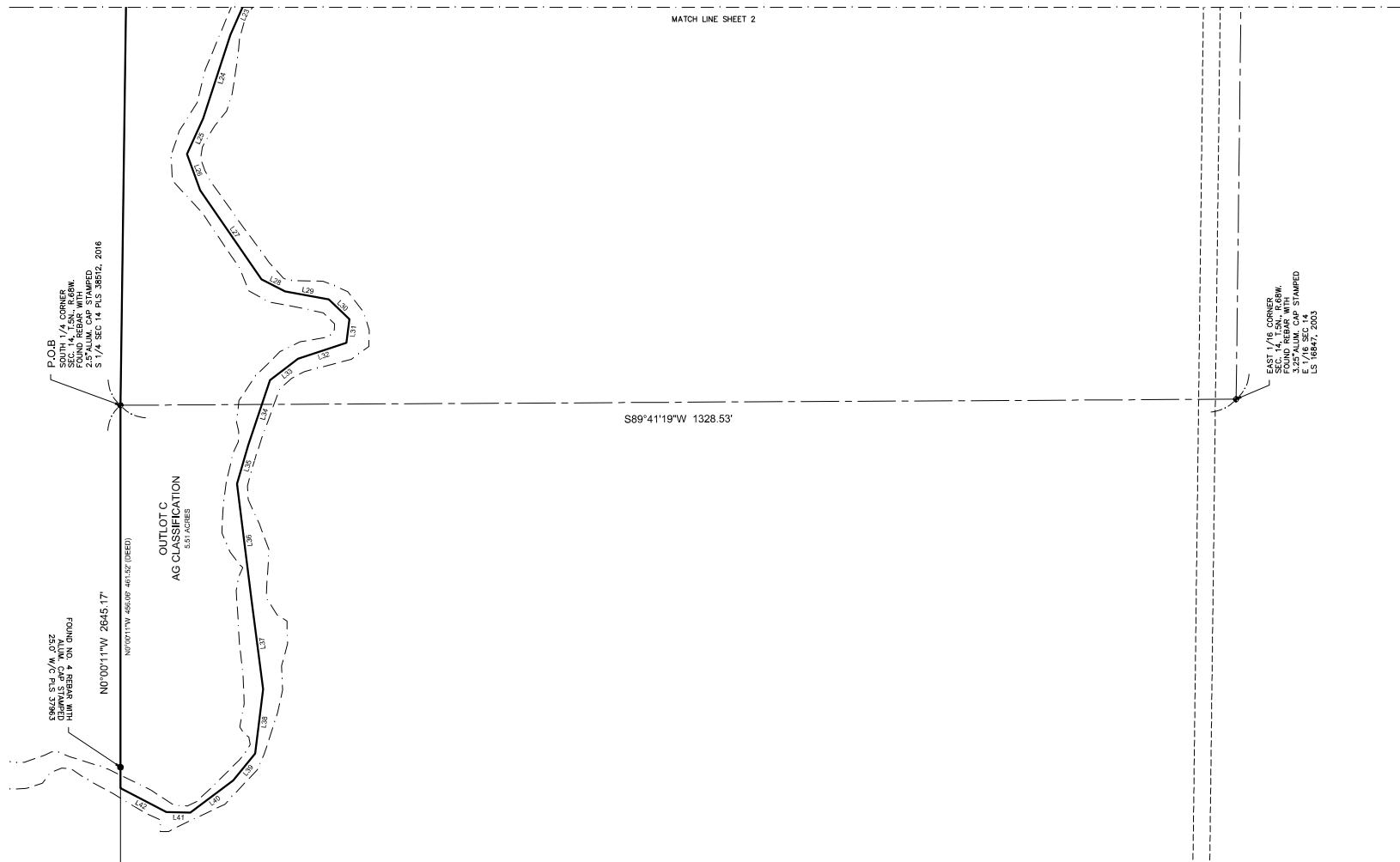


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- LINE-TYPES AND HATCHING
- LOT LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - BUILDING ENVELOPE
- - - EDGE OF RIVER
- ▨ MARSH AREA

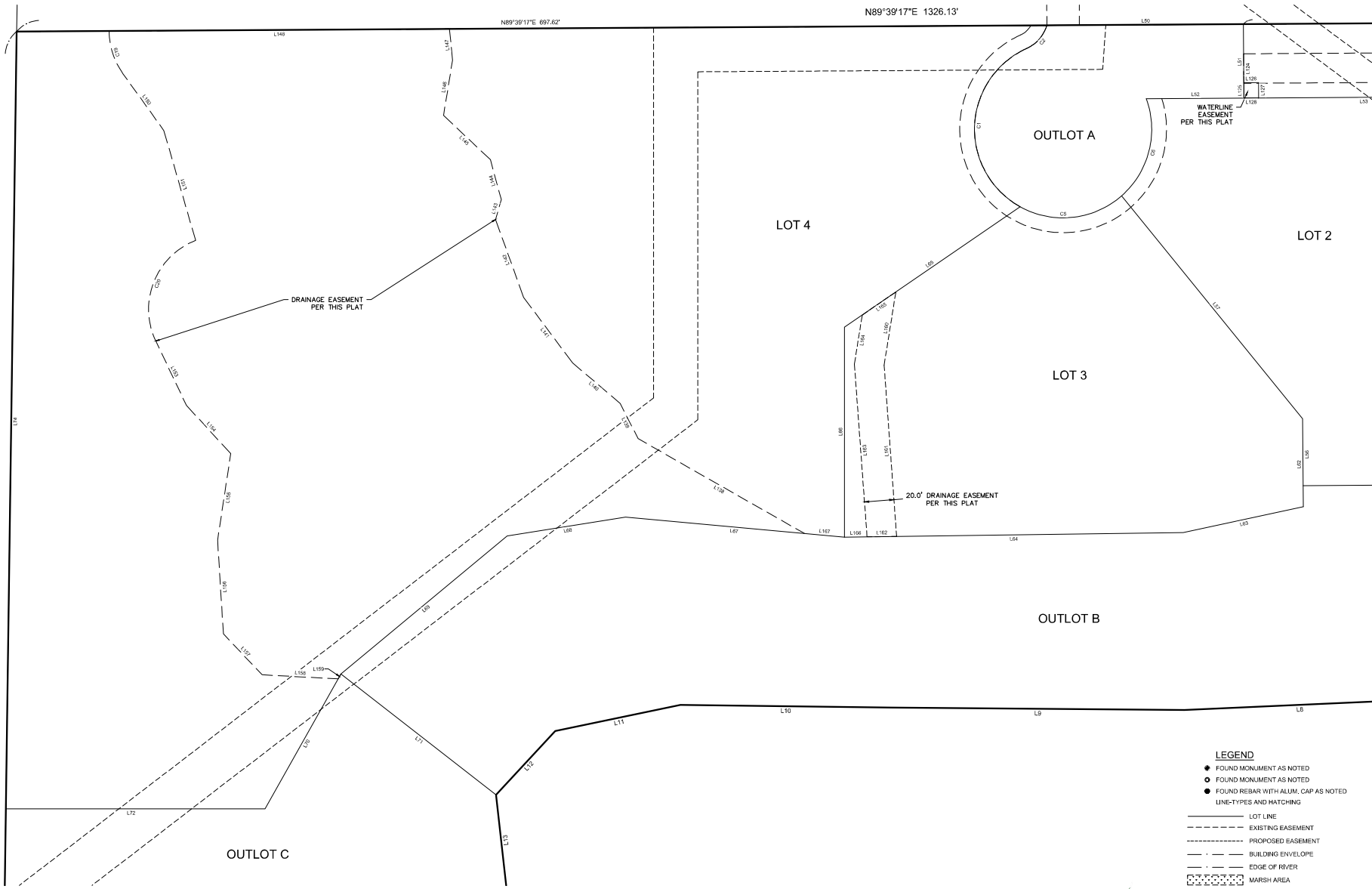
THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



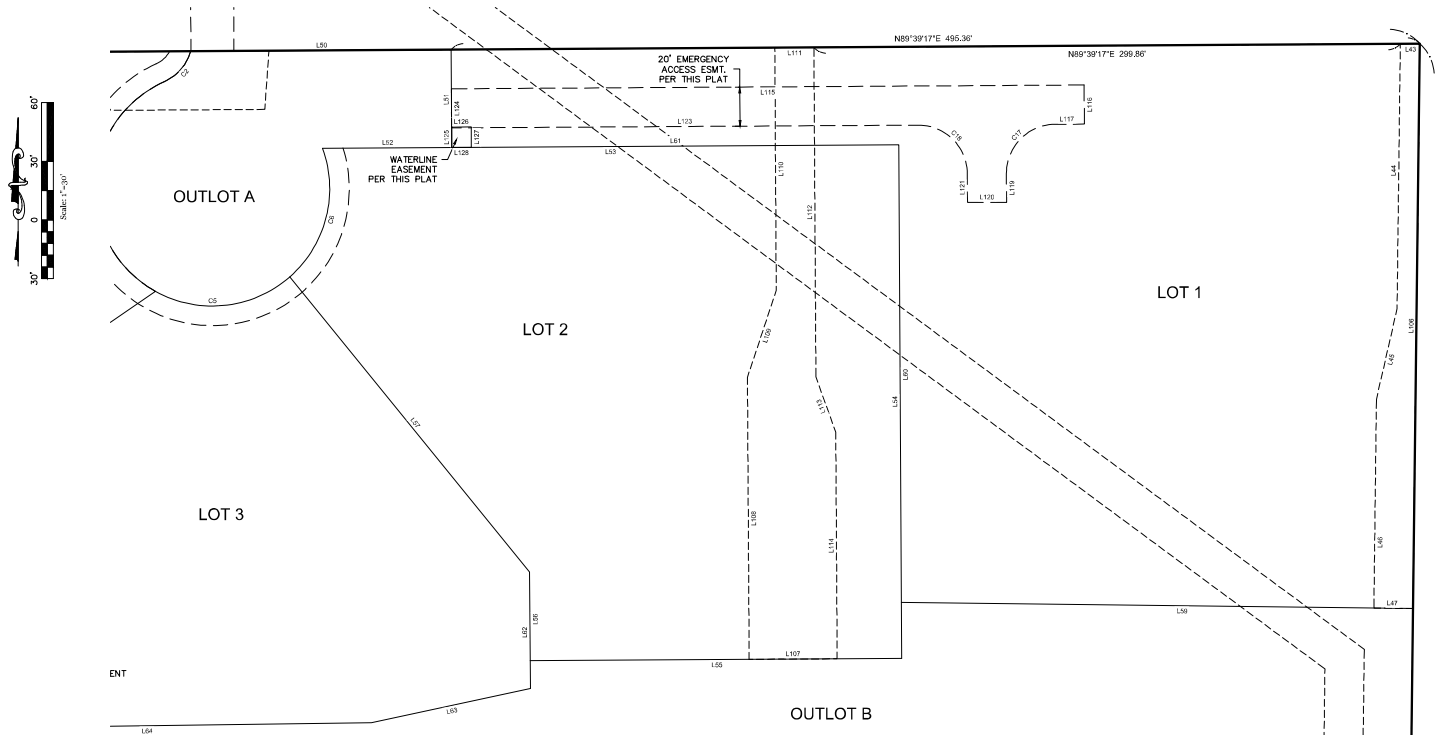
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Washburn LAND SURVEYING
 www.WashburnSurveying.com
 4942 Automation Way, Suite 54
 Fort Collins, CO 80525
 970-226-6645

Sheet 4 of 5 Project #: 2019-0031 Date: September 20, 2022 Scale: 1"=30' Drawn: CDB

THOMPSON RIDGE ESTATES

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N67°03'17\"	30.67	L37	S07°32'01\"	86.37	L64	S89°14'22\"	250.47	L133	S89°39'17\"	10.07
L2	S87°53'02\"	71.28	L38	S71°33'28\"	60.70	L65	S55°33'53\"	144.24	L134	N60°18'58\"	126.59
L3	S76°53'21\"	88.64	L39	S82°42'48\"	41.89	L66	S00°00'00\"	142.07	L135	N06°54'12\"	26.71
L4	S57°11'30\"	32.76	L40	S18°31'18\"	81.05	L67	N81°47'52\"	148.88	L140	N49°13'30\"	40.20
L5	S89°51'28\"	31.75	L41	S18°21'00\"	46.00	L68	S00°59'56\"	81.14	L141	N38°42'21\"	55.42
L6	N74°18'51\"	62.89	L42	S07°10'03\"	137.72	L69	S50°17'28\"	146.37	L142	N19°42'05\"	56.08
L7	N88°42'18\"	65.20	L43	S07°19'52\"	109.68	L70	S09°20'54\"	104.74	L143	N15°58'17\"	13.96
L8	S81°25'20\"	156.47	L44	S07°02'11\"	77.39	L71	N52°53'48\"	131.17	L144	N19°18'53\"	27.88
L9	N89°29'19\"	186.54	L45	S39°17'21\"	81.22	L72	N49°10'00\"	176.62	L145	N48°19'41\"	43.78
L10	N89°18'47\"	142.82	L46	S43°10'17\"	63.84	L73	N05°28'15\"	226.27	L146	N09°11'04\"	37.78
L11	S78°18'21\"	86.50	L47	N48°50'50\"	36.32	L74	S00°41'33\"	286.79	L147	N09°34'21\"	21.29
L12	S42°51'52\"	59.20	L48	N62°35'29\"	81.82	L75	S89°39'54\"	45.00	L148	S89°39'17\"	230.54
L13	S06°24'48\"	62.14	L49	N89°39'11\"	10.00	L76	N00°20'38\"	141.20	L149	S35°49'55\"	47.36
L14	S48°54'39\"	84.34	L50	N00°42'01\"	185.46	L77	N19°23'01\"	66.84	L150	S18°04'16\"	77.45
L15	S03°54'04\"	54.28	L51	N42°51'59\"	47.45	L78	N00°20'38\"	124.10	L151	S25°27'07\"	48.28
L16	S23°00'34\"	28.37	L52	N00°41'58\"	106.77	L79	N89°39'11\"	20.00	L154	S42°39'05\"	44.37
L17	S73°21'11\"	25.87	L53	N87°18'02\"	20.00	L80	S00°20'00\"	168.48	L155	S68°38'54\"	58.19
L18	N02°25'09\"	96.28	L54	N89°39'11\"	133.78	L81	S19°19'22\"	30.00	L156	S00°19'41\"	62.61
L19	N39°27'37\"	60.91	L55	S00°20'00\"	90.00	L82	S00°20'00\"	115.82	L157	S13°29'14\"	38.67
L20	S88°12'08\"	40.20	L56	S89°39'17\"	96.00	L83	N89°39'54\"	323.54	L158	S48°20'07\"	51.62
L21	S31°54'01\"	136.62	L57	S89°39'17\"	284.67	L84	S00°20'00\"	20.00	L159	N49°20'56\"	3.81
L22	S32°08'09\"	62.71	L58	N00°20'00\"	282.68	L85	S89°39'24\"	15.00	L160	E00°44'42\"	50.29
L23	S23°36'33\"	57.25	L59	N89°39'24\"	160.00	L86	S00°20'00\"	14.76	L161	S04°10'59\"	116.10
L24	S18°00'40\"	184.79	L60	N00°20'00\"	45.32	L87	N89°20'00\"	20.00	L162	S89°14'23\"	29.24
L25	S24°43'02\"	46.68	L61	N39°55'24\"	184.48	L88	N00°20'00\"	14.61	L163	N04°19'59\"	117.22
L26	S20°08'30\"	46.17	L62	N89°18'02\"	263.64	L89	S89°39'24\"	236.54	L164	N09°54'42\"	33.83
L27	S34°58'06\"	183.79	L63	N00°20'00\"	233.81	L90	N00°20'00\"	20.00	L165	N65°33'56\"	27.58
L28	S63°13'25\"	31.52	L64	S89°39'17\"	228.54	L91	N00°20'00\"	16.00	L166	N89°14'23\"	15.30
L29	S79°28'21\"	53.00	L65	N00°20'00\"	66.38	L92	N89°18'02\"	10.00	L167	S84°19'26\"	27.37
L30	S46°13'51\"	33.79	L66	S77°51'01\"	81.10	L93	S00°20'00\"	10.68			

CURVE #	LENGTH	RADIUS	DELTA	CHORD	DISTANCE
C1	132.64	60.00	126°39'07	102.21	107.27
C2	21.40	25.00	49°03'08	14.10	20.29
C3	230.04	60.00	214°40'08	588°39'36	172.88
C4	72.12	60.00	68°52'19	141°14'43	67.88
C17	36.27	25.00	60°00'00	344°39'24	35.39
C18	36.27	25.00	60°00'00	N45°20'38	35.39
C19	30.89	50.00	30°24'07	S18°00'04	30.41
C20	82.14	60.00	94°07'37	S21°39'22	73.21

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 - ▨ MARSH AREA

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2022-44**

APPROVING THE PRELIMINARY / FINAL PLAT AND PRELIMINARY / FINAL DEVELOPMENT PLAN FOR THOMPSON RIDGE ESTATES, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14 AND THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CONSISTING OF APPROXIMATELY 20.05 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, R&M Holdings, LLC, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary/Final Plat and Preliminary/Final Development Plan for Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, and consisting of approximately 20.05 acres; and

WHEREAS, on October 12, 2022, the Planning and Zoning Commission held a public hearing, reviewed the request and recommended that the Town Council approve the Final Plat and Final Development Plan; and

WHEREAS, on November 7, 2022, 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 public hearing, found that the Final Plat and Final Development Plan for Thompson Ridge Estates meet the data requirements and design standards of the subdivision regulations contained in the Johnstown Municipal Code; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Final Plat and Final Development Plan for Thompson Ridge Estates.

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 Thompson Ridge Estates, located in the Southeast Quarter of Section 14 and the Northeast Quarter of Section 23, Township 5 North, Range 68 West of the 6th Principal Meridian, and consisting of approximately 20.05 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 Thompson Ridge Estates, 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 record the Final Plat at the office of the Larimer County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of November, 2022.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Gary Lebsack, Mayor

EXHIBIT B-3**ADDITIONAL TERMS, CONDITIONS OR PROVISIONS**

1. The Developer shall pay fee of \$65,340 cash-in-lieu of the required park dedication for the equivalent of a one acre dedication, in the amount of \$1.50 per square foot, or \$65,340 per acre.

2. Upon the Town's delivery of the Notice of Final Acceptance to Developer, Developer shall be authorized, but not obligated, to assign this Agreement to the homeowners' association without the consent of the Town. In such case, Developer shall promptly deliver written notice to Town of said assignment, and Developer shall be released of further rights or obligations hereunder.

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS
(LIST OF PUBLIC IMPROVEMENTS ATTACHED)
(CONSTRUCTION SCHEDULE TO BE ATTACHED PURSUANT TO SECTION 2.3)



**Thompson Ridge Estates
Johnstown, Colorado**

To: R&M Holdings, LLC
Attention: Michael Campana
3702 Manhattan Ave
Fort Collins, CO 80526

7251 W. 20th St., Bldg. L, Suite 101B
Greeley, Colorado 80634
Phone: (970) 330-5070
Fax: (970) 330-6044

From: Justin Marshall (cell) 970.397.9875
Keaton Schumacher (cell) 970.324.9491

Estimate Date: **August 17, 2022**
Plans Dated: **6/3/2022 (United Civil Group)**

Public Improvements	
Item	Total
GENERAL CONDITIONS	\$22,396.25
SEWER MAIN	\$46,007.40
WATER MAIN	\$42,992.18
CURB, GUTTER & SIDEWALKS	\$20,113.50
ASPHALT PAVING	\$10,385.00
Total:	\$141,894.33
Total 10% Contingency:	\$156,083.76

Inclusions:

Labor, Equipment, Material, City / State Taxes, Erosion Control (As Listed), Concrete, Traffic Control (As Listed), Signs, Striping, Asphalt, Procurement of Storm Water Discharge Permit, Storm Water Management Plans or Management, Erosion Control Maintenance (As-Listed), Dry Utility Sleeves, Trench Bottom Stabilization, All Estimated Quantities to be Field Measured for Payment

Exclusions:

Relocation of Existing Utilities (Shown/Not Shown), Payment & Performance Bond, Foreign or Hazardous Materials, Existing Landscape Ground Maintenance, Landscape/Irrigation Removal, Winter Protection/Frost Prevention or Frost Protection/Removal, Procurement of Nationwide No. 12 Corps Permit, Import/Export of Trench Material, Retaining Walls, Dry Utility Procurement, Construction Water, Development Fees

Crow Creek Construction, LLC:

By: _____
Title: _____
Attest: _____
Date: _____

Accepted:

By: _____
Title: _____
Attest: _____
Date: _____

Public Improvements

Public Improvements				
GENERAL CONDITIONS	UNIT	QUANTITY	UNIT COST	EXTENDED
Survey	LS	1.0	\$9,746.25	\$9,746.25
Material Testing	LS	1.0	\$5,750.00	\$5,750.00
Signs & Striping	LS	1.0	\$3,450.00	\$3,450.00
Traffic Control (Budget)	LS	1.0	\$3,450.00	\$3,450.00
			Subtotal:	\$22,396.25

SEWER MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
Connect 4" Sewer Services	EA	4.0	\$4,207.82	\$16,831.28
8" Sanitary Sewer Main	LF	100.0	\$55.40	\$5,540.00
4" Sewer Cleanouts	EA	1.0	\$980.00	\$980.00
4' Dia Sanitary Sewer Manhole	EA	1.0	\$3,850.94	\$3,850.94
6" Sewer Services	EA	1.0	\$2,655.18	\$2,655.18
Trench Stabilization	LF	100.0	\$40.00	\$4,000.00
Dewatering (If needed)	LF	700.0	\$16.50	\$11,550.00
Dewatering Monitoring (If needed)	WEEK	2.0	\$300.00	\$600.00
			Subtotal:	\$46,007.40

WATER MAIN	UNIT	QUANTITY	UNIT COST	EXTENDED
Tie into Existing 8"	EA	1.0	\$0.00	\$0.00
8" Water Main	LF	125.0	\$0.00	\$0.00
8" Fittings	EA	4.0	\$1,208.04	\$4,832.16
8" Gate Valve	EA	2.0	\$2,715.02	\$5,430.04
3/4" Water Service w/ Meter pit	EA	4.0	\$5,276.40	\$21,105.60
Fire Hydrant Assembly	EA	1.0	\$7,475.00	\$7,475.00
Relocate Fire Hydrant Assembly	EA	1.0	\$4,149.38	\$4,149.38
			Subtotal:	\$42,992.18

CURB, GUTTER & SIDEWALKS	UNIT	QUANTITY	UNIT COST	EXTENDED
Directional H/C Ramp	EA	2.0	\$3,047.50	\$6,095.00
Inlet Tie In	EA	2.0	\$1,610.00	\$3,220.00
Square Radii w/spandrel	EA	2.0	\$2,932.50	\$5,865.00
Crossspan	SY	20.0	\$79.06	\$1,581.25
Concrete Prep	LS	1.0	\$3,352.25	\$3,352.25
			Subtotal:	\$20,113.50

ASPHALT PAVING	UNIT	QUANTITY	UNIT COST	EXTENDED
Demo (Signs, Curb, Concrete, Etc.)	LS	1.0	\$8,440.00	\$8,440.00
Asphalt Patching	SY	20.0	\$97.25	\$1,945.00
			Subtotal:	\$10,385.00

EXHIBIT D
FORM--IRREVOCABLE LETTER OF CREDIT
(SEE ATTACHED)

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK _____

ADDRESS OF ISSUING BANK _____

Town of Johnstown
450 So. Parish
P. O. Box 609
Johnstown, CO 80534

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of \$_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for Thompson Ridge Estates, dated _____, 2022, between the Town of Johnstown and R&M Holdings, LLC.

You are hereby authorized to draw on sight by drafts or written demands up to the aggregate amount of \$_____. The sole condition for payment of any demand made or draft drawn against this Irrevocable Letter of Credit is that the Town’s demand or draft be accompanied by a letter, on the Town’s stationery, signed by the Town Manager to the effect that “the Town of Johnstown has declared a default under the Development Agreement.”

Partial and multiple drawings are permitted hereunder.

We hereby agree with the Town of Johnstown and its drawers, endorsers, and bona fide holders of demands made or drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

This Irrevocable Letter of Credit is not transferable.

This Letter of Credit shall be for a twelve (12) month term from the date of execution hereof. It is a condition of this Letter of Credit that it shall be automatically renewed, without amendment, for additional periods of one year each from the present or any future expiration date, unless, at least sixty (60) calendar days prior to the effective expiration date, the Town Manager notifies you in writing delivered by certified U.S. mail, return receipt requested, to your address set forth above that the Town of Johnstown elects not to renew this Letter of Credit for any further additional period. Upon your receipt of our written notification of impending expiration, you may draw the unused balance of this Irrevocable Credit upon your written demand or your sight draft.

With the exception of C.R.S. §4-5-108(b) concerning the period of time in which to honor or reject a draft, demand or credit, this Letter of Credit shall be governed and construed in accordance with the laws of the State of Colorado. In the event of a conflict between the provisions of the Colorado Uniform Commercial Code and the provisions hereof, the provisions hereof shall control.

Signed this _____ day of _____, 20_____.

Issuing Bank: _____

By: _____

Officer's Title: _____

Address: _____

STATE OF _____)
) 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



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 7, 2022

SUBJECT: Application for Fractional Water Share Sale

ACTION PROPOSED: Consider Approval of the Application Requesting Sale Fractional Water Share

ATTACHMENTS:

1. Resolution 2020-42 Creating Town of Johnstown Water Bank
2. Fractional Water Share Application Applicant: 27 Parish Investments, LLC
3. Water Demand Analysis

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a Fractional Water Share Application Request for the property located at 27 N. Parish Avenue currently owned by 27 Parish Investments. This property is also known as parcel number 105904300006 and is located just north of Wing Shack. The applicant is requesting for their property to be provide with a factional water share for the purposes of connecting to water and sewer on the property.

The previous use of the property was a mechanic shop and a single-family home. Based on the water demand analysis for the proposed use, the property was allocated with a historical allocation of 0.39 acre-foot demand. The future use of the property includes office space on the bottom floor with 4 apartments on the 2nd floor creating a new water demand of 1.67 acre-feet and a water demand gap of 1.28 acre feet.

Town Council approved Resolution No. 2020-42 which established a water bank specifically for these purposes. The water bank was initially funded with 16 acre-feet of water and to date, 0.33 acre-feet of water has been appropriated from this bank leaving a current balance of 15.67 acre-feet. Approving and allocating water from the bank, based on the request from 27 Parish Investments, LLC will leave a remaining balance of 14.39 acre-feet.

Sales of water from this bank are currently set at \$70,000 per acre foot (AF) based on current market rates and previous sales. The total payment due for the 1.28 AF of water is \$89,600. Given the small volume of water and inability to purchase this volume on the market, Staff is recommending support of this sale. Also included in this purchase of 1.28 acre-feet is a \$450.00 water court transfer fee as required by Town

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Code. The total recommended final price for this water including the water court transfer fee is \$90,050.00.

LEGAL ADVICE:

Not Applicable.

FINANCIAL ADVICE:

Fee paid for this water volume would be deposited in the water fund.

RECOMMENDED ACTION: Approve the Sale of Water as Presented for 27 N. Parish Avenue.

SUGGESTED MOTIONS:


For Approval

I move to approve the Application of Fractional Water Sale to be attached to 27 N. Parish Avenue, parcel number 105904300006 consisting of 1.28 acre feet of water in the amount of \$90,050.00.

For Denial

I move we deny the Application of Fractional Water Sale to be attached to 27 N. Parish Avenue, parcel number 105904300006 consisting of 1.28 acre feet of water in the amount of \$90,050.00.

Reviewed and Approved for Presentation,



Town Manager



Town of Johnstown

Annual Water Demand Worksheet

Project Name: 27 Parish Ave

Site Address or Parcel #: _____

Applicant/Project Owner: 27 Parish Investments

Email: Kevin@KevinShawrealestate.com Primary Phone: 303 946 7358

Consultant /Representative: _____

Email: _____ Primary Phone: _____

Submitted: _____ Date: _____

Signature

Project Summary

Detailed Description of Proposed Land Use:

Prior use was a bunker mechanics shop and (1) single family home.
Proposed use is 2885 sq feet of office space and (4) 1640 sq ft 2 bedroom apartment / condo style lofts. main floor includes (5) self contained parking spots for single family units and concealed trash storage.

For Commercial/Industrial uses – Describe type of business and expected number of employees. Please provide any relevant water use records for comparable projects, if available:

Real Estate office 3 Employees.

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HELTON & WILLIAMSEN, P.C.
CONSULTING ENGINEERS IN WATER RESOURCES

7353 S. ALTON WAY, SUITE A-125
CENTENNIAL, COLORADO 80112
Phone (303) 792-2161
e-mail: twilliamsen@helton-williamsen.com

MEMORANDUM

November 3, 2021

To: Justin Currie & Kim Meyer

From: Tom Williamsen & Tyler Hancock

Subject: Water Demand Update – Parish Mixed-use Building Submittal 1

This memorandum summarizes our review of the water demand estimates submitted by Kevin Shaw of Kevin Shaw Real Estate for the Mixed-use building located at 27 N. Parish Avenue. This site will have 2,885 ft² of office space and four 1640 ft² apartments. The building will span the entire area of the property so there will be no irrigated area.

The total annual water demand is estimated as 1.67 acre-feet. Of the total, the office space yields an annual water demand of 0.51 acre-feet using the general office municipal code rate. The four apartments will require an annual water demand of 1.16 acre-feet, which was calculated by using the single family attached municipal code rate.

The previous use of this property was for a mechanics shop and a single family home. To estimate change in water demand due to the new building, the previous building's use was calculated. Assuming the mechanics shop was open 5 days per week, had 4 employees, each employee used the bathroom 4 times a day, and averaged 5 gallons of water use per trip to the bathroom, the mechanics shop would have used 0.064 acre-feet/year. The single family home would have used 0.33 acre-feet/year. The total annual water demand would have been 0.39 acre-feet.

The change in annual water demand due to the new building is estimated as 1.28 acre-feet.

Attached is a scan of our review of the water demand worksheet.

c:\2021-11-3 Memo to JCurrie and KMeyer re Parish Mixed-use Bulding Sub 1.doc

Irrigation Demand

I. All Uses - General L.S. areas (parks, common area, greenbelts, entry features, right of way, etc.)

a. Spray-irrigated Area - i.e., Sod/Seed	0 SF	÷ 43,560 =	Acres
			x 2.5 AF/Ac =
b. Spray-irrigation Demand			AF
c. *Drip-irrigated Area - i.e., mulched beds	0 SF	÷ 43,560 =	Acres
			x 1.5 AF/Ac =
d. *Drip-irrigated Demand			AF
e. *Xeriscape-irrigated Area	0 SF	÷ 43,560 =	Acres
			x 1.0 AF/Ac =
f. *Xeric-irrigated Demand			AF
I. Irrigation Demand (b + d + f)			0 AF

*Some non-potable systems are not able to accommodate a demand difference and require all landscape areas at a 2.5 AF/ac rate. If non-potable water is used, check with individual system administrator.

II. Residential - Single Family Detached (a-c) & Single Family Attached/Townhome/Multifamily (d-f)

a. Total # SFD Lots	Lots	---	---	---
b. Ave Irrigated SF/Lot	0 SF/Lot	Total SF	÷ 43,560 =	Acres
				X 2.5 ac-ft/ac
c. Irrigation Demand				AF
d. Total # SFA/TH/MF Units	Units			
e. Ave Irrigated SF/Unit	0 SF/Unit	Total SF	÷ 43,560 =	Acres
				X 2.5 ac-ft/ac
f. Irrigation Demand				AF
II. Irrigation Demand (c + f)				0 AF

III. TOTAL Irrigation Demand: I + II = 0 AF

IV. Indoor Use

Land Use	# Units / Lots / SF	Municipal Code Rates	Annual Requirement (AF)
<input type="checkbox"/> Single Family Detached	Lots	x 0.33 AF/Lot	AF
<input checked="" type="checkbox"/> Single Family Attached / TH / Multifamily	4 Units	x 0.29 AF/Unit	1.16 AF
<input type="checkbox"/> General Commercial	SF	x 0.10 GPD/SF x 0.00112 =	AF
<input checked="" type="checkbox"/> General Office	2895 SF	x 0.16 GPD/SF x 0.00112 =	0.516992 AF
<input type="checkbox"/> Light Industrial / Flex	SF	x 0.06 GPD/SF x 0.00112 =	AF
<input type="checkbox"/> Other (describe*):	SF	*Attach detailed explanation of proposed AF calculation	AF
Total Indoor Use (a + b + c + d + e + f)		---	1.67 AF

ANNUAL WATER USE

	Demand	Factor	Consumptive Use
Total Irrigation Use (from III.)	AF	x 0.85 =	0 AF
Total Indoor Use (from IV.)	1.67 AF	x 0.05 =	0.0838 AF
TOTAL Annual Water Use	AF	---	0.0838 AF

TGH

11/3/21



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 7, 2022
- SUBJECT:** Water & Sewer Service Agreement – 27 Parish Investments, LLC
(Location: 27 N. Parish Avenue)
- ACTION PROPOSED:** Consideration of the Water & Sewer Service Agreement for 27 Parish Investments, LLC
- ATTACHMENTS:** 1. Water & Sewer Service Agreement
- PRESENTED BY:** Matt LeCerf, Town Manager

ITEM DESCRIPTION:

Enclosed for review and consideration is the Water & Sewer Service Agreement (WSSA) for 27 Parish Investments, LLC. The property is specifically located at 27 N. Parish Avenue. The property which is currently vacant will consist of 2,885 sq. ft. of office space and four (4) 1640 sq. ft. apartments.

The annual in-building water demand is estimated as 1.67 acre-feet. Of the total, the office space yields an annual water demand of 0.51 acre-feet using the general office municipal code rate. The four apartments will require an annual water demand of 1.16 acre-feet. These numbers are reviewed and accepted by the Town’s contract water engineering firm.

Development Component	Demand (AF/YR)
Previous Allocation	0.39
Additional Required Dedication	1.28
Total	1.67

The prior use of this lot was a single-family home and a mechanic shop with an estimated annual demand of 0.39 acre feet of water. Providing the credit of 0.39, the property owner needs to supply the Town with 1.28 acre feet of water to attain the full water demand based on the planned improvements. The 1.28 acre feet of water is proposed to be purchased from the Town through the Town’s water bank which is used for purposes of acquiring fractional water shares.

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johnstown.colorado.gov

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

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water & Sewer Service Agreement for 27 Parish Investments, LLC

SUGGESTED MOTIONS:

For Approval

I move to approve the Water & Sewer Service Agreement for 27 Parish Investments, LLC as presented.

For Denial

I move to deny the Water & Sewer Service Agreement for 27 Parish Investments, LLC as presented.

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 _____, 2022, by and between **27 PARISH INVESTMENTS, 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 known as 27 N. Parish Street, Johnstown, Colorado, and more specifically described in the attached Exhibit A (“Subject Property”); and

WHEREAS, the Subject Property is being developed as a mixed-use building with approximately 2,885 ft² of office space and four apartments of approximately 1640 ft² each with no outside irrigation (“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 November 3, 2021, is hereby accepted by the Town. Said memorandum calculated the increase in water demand for the Subject Property by the Project above the previous water demand. 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	1.28	0.06
Total	1.28	0.06

2. Water Rights Dedication. The Town has agreed to sell and Developer has agreed to buy sufficient water from the Town to supply the projected water demand for the Project in the amount of 0.16 changed shares of the Consolidated Home Supply Ditch & Reservoir Company, representing 1.28 acre-feet. That 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 1.28 acre-feet per year of potable water supply together with the corresponding sewer service.

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

5. Payment of Water Court Transfer fees. Upon execution of this Agreement, Developer must pay to the Town the sum of FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) as payment of the Water Court Transfer Fees required by the Ordinance. This payment is only for the required dedication of 1.28 acre-feet per year of estimated water demand and estimated consumptive use of .06 acre-feet per year (3 SFE) for the Project. If a downward adjustment in demand for the Project is agreed to in the future, the Water Court Transfer Fee will also be adjusted/credited proportionately. Conversely, if an upward adjustment in demand is warranted based on actual water usage as described in paragraph 5, above, the Water Court Transfer Fee will also be increased proportionately.

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

TO DEVELOPER:
Kevin Lee Shaw
27 Parish Investments, LLC
13 S. Parish Ave.
Johnstown, CO 80534
Email: kevin@kevinshawrealestate.com

TO THE TOWN:

Town of Johnstown
c/o Town Clerk
450 S. Parish Ave.
Johnstown, CO 80534
dseele@townofjohnstown.com

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 St., 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 and the non-defaulting Party desires to seek recourse, the Parties shall participate in mediation, the costs of which shall be shared equally by both Parties. If mediation is not successful after a ninety-day period, either Party may then commence a legal action, and shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

10. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

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

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

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

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

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

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

Signatures follow

27 PARISH INVESTMENTS, LLC

By:

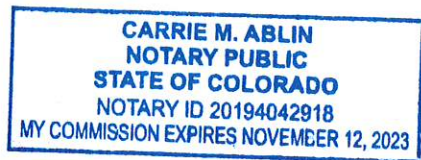
[Signature]
Kevin Lee Shaw

Title: Member

STATE OF COLORADO)
) ss
COUNTY OF Weld)

SUBSCRIBED AND SWORN to before me this 26th day of Sept., 2022 by Kevin Shaw as the owner of 27 Parish Investments, LLC.

Witness my hand and official seal.



[Signature]
Notary Public
100 Johnstown Center Dr
Johnstown CO 80534
Address
970 336 6084
Telephone

My Commission Expires: 11.12.2023

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
RAW WATER CREDIT ALLOCATION ACKNOWLEDGMENT

EXHIBIT C
TEMPORARY IRRIGATION AGREEMENT

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this 14 day of October 2022 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Moltz Construction, Inc, a Colorado Corporation (“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 in the amount not to exceed the sum of **\$76,704.00**. 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 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 or Contractor may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to the other Party. 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: Ellen Hilbig
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: ehilbig@johnstownco.gov

TO CONTRACTOR:
 Moltz Construction
 Attn: Mike Butler
 975 Merchant Court
 Windsor, CO 80550
 Email: mike@moltzconstruction.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.

[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:

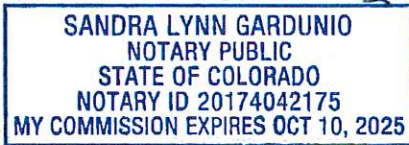
By: Hannah Hill
Hannah Hill, Town Clerk



By: Matt LeCerf
Matt LeCerf, Town Manager

MOLTZ CONSTRUCTION< INC

By: Eric Moltz
Name: Eric Moltz
Title: C.E.O.



STATE OF COLORADO)
) ss
COUNTY OF Chaffee)

SUBSCRIBED AND SWORN to before me this 24 day of October, 2022, by Eric L. Moltz as the C.E.O of Moltz Construction, Inc.

WITNESS my hand and official seal.

My commission expires: 10-10-25

Sandra Lynn Gardunio
Notary Public

**EXHIBIT A
SERVICES**

**EXHIBIT A
CONSTRUCTION MANAGER AT RISK
CMAR DESIGN PHASE SERVICES**

**TOWN OF JOHNSTOWN
CENTRAL WASTEWATER TREATMENT PLANT EXPANSION PROJECT**

1. SCOPE OF SERVICES

1.1. DESIGN PHASE SERVICES

The selected CMAR will be provided a contract for professional design phase services with the Town. That agreement will provide for specific services and compensation for project team activities other than construction phase services. The Design Phase services and activities are listed below, in addition to requirements included in the attached CMAR Contract.

- Participate as a member of the project team in meetings and in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine location of proposed headworks to reduce shoring and construction costs).
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing a revised estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in evaluating Building Code compliance issues for proposed construction. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification, prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement.

2. FUTURE POTENTIAL ADDITIONAL SERVICES

2.1. CONSTRUCTION PHASE SERVICES

Upon completion of the Design Phase and at the Town's discretion, the Town and CMAR Firm may enter a separate Construction Phase CMAR contract, on a cost-plus basis with a Guaranteed Maximum Price. These services may include the following, in addition to the requirements included in the attached CMAR Contract.

- All construction management and construction services required for construction, implementation and start-up of operation of the new facilities.
- 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.
- Organizing weekly (or as required) construction progress meetings.
- Responsible for all temporary construction facilities, job site management, clean-up, access, deliveries, and safety.
- Change Order preparation, coordination, and execution.
- QA/QC, materials testing, start-up, commissioning and training of systems.
- Close-out documentation (O&M manuals, 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.

2.2. SCOPE OF WORK BY AQUA ENGINEERING

As part of the Project Team, AQUA (and its subconsultants) will be responsible for coordinating the design, progress review(s), preparing a coordinated set of Final Design Documents, and limited construction phase engineering services. Specifically, AQUA will provide the following services as follows:

- ***Design Phase:*** Organize project kickoff meeting, subsequent design progress meetings, and produce drawings and specifications. Present detailed project scope, request and review CMAR's GMP, and participate in GMP negotiations as required.
- ***Construction Phase:*** Attend periodic construction progress meetings; produce bid package drawing and specification sets; review schedules, pay applications and change orders; review submittal and O&M data; perform periodic construction inspection services, recommend Substantial and Final completion; other related duties to support the contract between the CMAR and the Town.

3. PROJECT SCHEDULE AND KEY DATES

The project schedule is generally outlined in the table below. It is anticipated that design work, equipment and material procurement and construction work may proceed in phases. Continuation of design, constructability review, and scheduling for the project is expected to begin immediately after a CMAR is selected and a design phase agreement is executed with the Town. Key dates are summarized in the table below.

Activity	Date
Design Phase CMAR Selection/PSA	October 2022
Design Completion	December 2022
Final GMP	January 2023
Construction Start	February 2023
Project Substantial Completion	To Be Determined (TBD)
Project Final Completion	TBD

4. CMAR DESIGN PHASE SERVICES FEE

The CMAR design phase services will be complete on a Time and Materials basis for a maximum-not-to-exceed fee of **\$76,704.00** at the following hourly rates:

Title/Role	Burdened Hourly Rate
Senior Project Manager	\$92.00
Preconstruction Lead	\$82.00
Project Manager	\$82.00
Estimator	\$75.00

The above fee is inclusive of incidentals and other indirect costs. Town reserves the right to utilize any portion of the design services fee. The Moltz "Pre-Construction Services" fee sheet is attached for reference.

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO**

PROCEEDING NO. 22A-0451R

IN THE MATTER OF THE APPLICATION OF THE COLORADO DEPARTMENT OF TRANSPORTATION, ON BEHALF OF THE TOWN OF JOHNSTOWN, FOR AUTHORITY TO INSTALL FLASHING LIGHT SIGNALS, GATES, BELLS, CONSTANT WARNING TIME CIRCUITRY, NEW SIGNAL CABIN AND NEW CONCRETE CROSSING MATERIAL AT TRACKS OWNED BY GREAT WESTERN RAILWAY CROSSING SOUTH 1ST STREET/SH 60B, USDOT NO. 849-354T, IN WELD COUNTY, STATE OF COLORADO.

NOTICE OF APPLICATION FILED

TO THE PARTIES IN THIS MATTER AND ALL INTERESTED PERSONS, FIRMS OR CORPORATIONS:

You are notified that an application has been filed with the Colorado Public Utilities Commission on October 18, 2022 by the Colorado Department of Transportation, 2829 West Howard Place Denver, CO 80204, **for an order authorizing the installation of flashing light signals with gates and bells, constant warning time circuitry, new signal cabin and new concrete crossing material at the South 1st Street/State Highway 60B crossing of Great Western Railway tracks for which CDOT has appropriated Federal Section 130 Funds in Weld County, State of Colorado.** The application is available for public inspection at the Commission office located at 1560 Broadway, Suite 250, Denver, Colorado 80202, between 8:00 a.m. and 5:00 p.m., excluding weekends and state holidays, or by accessing the Commission's E-Filing system at colorado.gov/dora/puc.

Any person desiring to intervene in or participate as a party in this proceeding shall file a petition for leave to intervene, or under the Commission's Rules of Practice and Procedure, file other appropriate pleadings to become a party, **within 30 days** after the date of this Notice. Commission Staff must file any objection, notice of intervention, or other appropriate pleading **within seven (7) days after this Notice expires**. All persons who file an objection, notice of intervention as of right, motion to permissively intervene, or any other appropriate pleading shall do so in accordance with the instructions set forth in the Commission's Rules of Practice and Procedure and this Notice.

At the time of this Notice, the Commission has not deemed this application to be complete pursuant to § 40-6-109.5, C.R.S.

At the time of this Notice, the applicant **has not** filed testimony and is seeking a decision within 210 days.

The Commission may, without a hearing or further notice, determine any verified application or petition which is uncontested or unopposed, if a hearing is not requested or required by law.

If a hearing is required in this matter, the Commission will notify the parties of the hearing date, time and location. Applicants must appear at the hearing, if one is set, and present evidence in support of their application. Other parties may appear and present evidence in support of their position.

Unless previously filed, the applicant shall file an original and three copies of its list of witnesses and an original and three copies of its exhibits at least 20 days prior to the first day of hearing.

The applicant shall also serve each party and staff with its list of witnesses and copies of each of its exhibits.

Each intervenor shall file with the Commission an original and three copies of its list of witnesses and an original and three copies of its exhibits at least ten days before the first day of the hearing. Each intervenor shall also serve each party and staff with a list of its witnesses and copies of each of its exhibits.

Upon objection by a party, no witness will be permitted to testify and no exhibit will be received in evidence, except in rebuttal, unless filed and served as provided in this Notice.

If a party does not meet the requirements of this Notice, the Commission may dismiss or strike the application or intervention upon motion filed by any other party, or upon the Commission's own motion, unless good cause for failure to meet the requirements is shown.

Dated at Denver, Colorado, this 31st day of October, 2022.

(SEAL)



THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

DOUG DEAN, Director
Colorado Public Utilities Commission
1560 Broadway, Suite 250, Denver, Colorado 80202

ATTEST: A TRUE COPY

DOUG DEAN, Director