



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Monday, September 18, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

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.

1. September 6, 2023 Meeting Minutes
2. Fifth Amendment to Franchise Agreement between TDS and Town of Johnstown
3. August 2023 Financial Statements

TOWN MANAGER REPORT

TOWN ATTORNEY REPORT

NEW BUSINESS

4. Resolution 2023-41: Purchase and Sale Agreement Between the Town of Johnstown and Richard P. Crooks and Kathi A. Crooks for the Purchase of Real Property Located at 23165 Colorado Blvd. Johnstown, CO 80534
5. Resolution 2023-42: Purchase and Sale Agreement Between the Town of Johnstown and Centennial Ridge, LLC for the Purchase of Real Property Located at 23019 Colorado Blvd. Johnstown, CO 80534
6. Award for Johnstown Annual Pavement Maintenance Program, Phase II RFP

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- [7.](#) Colorado Boulevard & Roosevelt Parkway Intersection Alternatives Analysis Award
- [8.](#) Resolution No. 2023-44: Supporting Loveland Fire Rescue Authority and Specifically Loveland Rural Fire Protection District's Ballot Issue on the November 7, 2023 Coordinated Ballot
- [9.](#) Discussion Item: Districts & Wards

PUBLIC HEARING

- [10.](#) Renewal Application for Sabica 3 Inc & 7-Eleven dba 7-Eleven Store 34316A
- [11.](#) Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)
- [12.](#) Resolution No. 2023-40 Approving the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7
- [13.](#) Ordinance 2023-254: An Ordinance Amending Section 2-11 of The Johnstown Municipal Code Concerning Councilmember Vacancies

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

EXECUTIVE SESSION

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

MAYOR'S COMMENTS

- [15.](#) Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

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



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO

Wednesday, September 06, 2023 at 7:00 PM

MINUTES

CALL TO ORDER

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

Pledge of Allegiance

ROLL CALL

Present:

Councilmember Berg
Councilmember Molinar
Councilmember Morris
Councilmember Paranto
Mayor Mellon

Absent:

Councilmember Dominguez
Councilmember Young

AGENDA APPROVAL

Councilmember Berg moved to approve the agenda.

Councilmember Molinar seconded and the motion passed.

SPECIAL PRESENTATIONS

1. Business of the Month

Sarah Croswaite, Economic Development Director, presented the September 2023 Business of the month to Drip Bar.

2. Proclamation - Suicide Awareness and Prevention Month

Mayor Mellon read into the record the proclamation which declares September Suicide Awareness and Prevention Month

PUBLIC COMMENT

Shawn York spoke to weed issues in the Town, mainly on developer lots.

Mike and Rebecca Knowlton spoke to drainage issues in Country Acres Subdivision and asked for an update on the study on the issue. Staff noted an engineer's proposal to perform the study was sought. Later on the agenda a contract for consideration would be presented to Council.

A comment from Shannon Kindred was read into the record regarding Town streetlamps.

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CONSENT AGENDA

Councilmember Berg moved to accept the consent agenda with the August 21, 2023 Meeting Minutes to be amended to reflect discussion that occurred on mowing for developer's land in Town limits and follow up on Charlotte Street and Sandra Drive

Councilmember Morris seconded and the motion passed.

3. August 21, 2023 Meeting Minutes
4. Resolution No. 2023-37 Adopting Town of Johnstown Elected Official Social Media Policy
5. Resolution 2023-39 Amending the Intergovernmental Agreement with the Larimer Emergency Telephone Authority (LETA) to include Jackson County Colorado
6. Water and Sewer Service Agreement for Lots 1, 2, and 3 of Spring Meadows Development, LLC
7. August 2023 List of Bills

TOWN MANAGER REPORT

8. Town Manager's Report

Matt LeCerf, Town Manager, noted additional information in the packet regarding Loveland Fire Rescue Authority, and a draft resolution for Council's consideration. Mr. LeCerf also recognized Kim Meyer, current Planning and Building Director for her work in Johnstown.

TOWN ATTORNEY REPORT

There was no Town Attorney Report.

NEW BUSINESS

9. Subdivision Development and Improvement Agreement for The Ridge at Johnstown Filing No 3

Kim Meyer, Planning and Director, introduced this item and noted the subdivision would create a single buildable lot. Prior to any Certificates of Occupancy are issued, Ms. Meyer noted all infrastructure improvements would need to be completed.

Council asked for clarification on the single lot being subdivided. Ms. Meyer noted it is currently a multi-family site

Councilmember Molinar moved that the Town Council approve the Subdivision Development and Improvement Agreement with J-25 Land Holdings, LLC., and the Villages at Johnstown Metropolitan District No. 1 for The Ridge at Johnstown Subdivision Filing No. 3

Councilmember Paranto seconded and the motion passed.

10. Country Acres Drainage Mitigation Study Award

Jason Elkins, Public Works Director, noted the drainage issues in Country Acres. Staff met with a team of experts at Alfred Benesch & Company to create a study that will conduct sub-regional hydrology and hydraulics analysis to develop a conceptual drainage plan that identifies and quantifies various mitigation options.

Council spoke to Mr. Olson, representing the consultant, regarding the issues with fixing the drainage. Mr. Olson noted there would be significant evaluation in this project to find a good solution to fix the issue long term. Council inquired about the research conducted, including visiting the site. Mr. Olson noted the company has walked the site and looked at ariels of the ditch. It was noted that studying video and pictures will assist in knowing how the drainage effected the property owners.

Council noted they would like to know what the short and long-term communication plan for the project would be.

Councilmember Morris moved to approve the contract with Alfred Benesch & Company for the Country Acres Drainage Mitigation Study and authorize the Town Manager to execute the contract.

Councilmember Paranto seconded and the motion passed.

PUBLIC HEARING

11. Resolution No. 2023-33 Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1)

Councilmember Berg moved to reopen the hearing

Councilmember Molinar seconded and the motion passed.

Mayor Mellon re-opened the public hearing that was continued from August 21, 2023

Carolyn Steffl of Dietze and Davis, P.C., reviewed the publication and notices of the item as well as an overview of the amended service plan. The proposed brings the service plan up to date with Council's current requirements. Ms. Steffl noted this proposal has approximately 53 acres with 492 residential units upon full build out.

Michael Davis, General Counsel for Welty Ridge Metropolitan District No. 1 addressed Council, noting that this item is part of a multi-district structure. That structure was defined in 2008, however development didn't occur and all four of the original districts have redefined their boundaries and development in this proposal.

Council asked for clarification on the cost of the public improvements verses the amount of what would be borrowed. Mr. Davis noted it was not expected to come back to Council at this time, and the developer is expecting to bring funds to the table for improvements that will not be financed.

Council expressed appreciation for items that were removed by the board regarding fees and structure.

Mayor Mellon opened the hearing for public comment for anyone in favor or opposed to this item, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Paranto move to approve Resolution No. 2023-33, a Resolution Approving the Amended and Restated Service Plan for High Plains Metropolitan District No. 3 (Welty Ridge Metropolitan District No. 1),

Councilmember Molinar seconded and the motion passed with a 4-1 vote

No Vote: Morris

12. Resolution No. 2023-32 approving Service Plan for High Plains Estates Metropolitan District, public hearing continued from August 21, 2023

Councilmember Berg moved to reopen and continue the hearing.

Councilmember Paranto seconded and the motion passed.

Mayor Mellon re-opened the public hearing.

Ms. Steffl noted the previous meeting and all notices and publications were met. It was noted the basics of the plan had not changed. The redline changes proposed are as below, being the three issues Council expressed concern with:

- Development Fee- onetime fee paid before the building permit issued was changed from \$3,000 to \$2,500 maximum fee.
- The Water Resources Fee- language was added that notes the fee would only be used to the purchase of water, must be paid before building permit is issued and is a one time fee, and if for any reason the decision is made to not finance raw water purchase the overall debt would go from \$39 million to \$29 million.
- The recurring fee was changed with two items: a) recurring fee was decreased to per unit fee of a mx of \$660 per year, exception of alley loaded add on in home, \$180 maximum. lanauge would be limited to four years -unless a majority of the board are residents or homeowners approve continuing the fee, or the town approve continuing the fee beyond the four years.

Avi Rocklin, Town Attorney, noted the recurring fee was proposed to be down from \$492 not \$660, plus \$180 for an alley loaded property. Eva Valsco, representing the High Plains Estes Metro District noted the operations budget estimate of \$41 a month per unit to cover the short fall.

Council asked at what point the reserve is funded. Joe Shifter with CoLa noted the reserves are typically fund the reserves so they are funded about the time replacement is expected to be required, noting is more of a capital reserve which the board can change at any time.

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

Mayor Mellon closed the public hearing.

Councilmember Molinar move to approve Resolution No. 2023-32 a Resolution Approving the Service Plan for High Plains Estates Metropolitan District, with the change to the recurring fee from \$660 to \$492

Councilmember Paranto seconded and the motion passed with a 4-1 vote.

No Vote: Morris

13. Public Hearing: Resolution 2023-40 Approving Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7

Mayor Mellon opened the public hearing, noting the applicants have requested a continuation until September 18, 2023.

Mayor Mellon asked for public comment in favor or opposed to this item, to which there was none.

Mayor Mellon closed public hearing.

Councilmember Berg moved to continue the public hearing Resolution 2023-40 until September 18, 2023.

Councilmember Morris seconded and the motion passed.

14. Resolution 2023-38 Approving the Final Plat for The Ridge at Johnstown Subdivision Filing No. 3

Mayor Mellon opened the public hearing.

Ms. Meyer introduced Tony LeFevre, Planning Department, who reviewed the location of the subdivision. Mr. LeFevre noted the 4 tracts for future development. All other improvements will be addressed as lots/tracts develop. The main item will be sewer, stormwater and grading improvements in this filing.

Jonathan Sweet, TST Inc on behalf of J-25 Land Holdings noted no further comments, but happy to address any concerns from Council.

Council asked if any retaining walls were expected- which was noted it was a 4-1 grass slope, but there's an opportunity to review with the landscape architect. Inquiries about trees and further landscaping, which the applicant noted it would be addressed in future filings.

Mayor Mellon opened the hearing for public comment in favor or opposed, to which there was none.

Mayor Mellon closed the public hearing.

Councilmember Molinar moved to approve Resolution 2023-38 Approving the Final Plat for The Ridge at Johnstown Subdivision Filing No. 3.

Councilmember Berg seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris noted residents concerns regarding weed control, and noted the remaining portion of the Purvis development that is not mowed, and noted Ledge Rock that is not mowed. Mr. LeCerf noted that a bid was not received by an insured individual, however the contacts that were directed to Mr. LeCerf did not provide insurance, and a second individual who contacted the Town Manager ceased communication.

Mr. LeCerf noted the Town mitigated our property, and has been following up with the Public Works Director to ensure it was complete.

Communication was received that Purvis was not 100% complete, and the Town Manager noted it would be followed up on to make sure it was mitigated.

It was reiterated that someone inquired on conducting this work for \$500, but they did not provide insurance. The individual who contacted the Town Manager communicated about questions, but never responded with a bid or quote.

Mr. LeCerf noted he will continue to communicate that this issue does need to be resolved per Town Code.

MAYOR'S COMMENTS

Mayor Mellon noted the draft ordinance regarding Council attendance presented in the packet, and requested that the ordinance take effect after the next municipal election.

The new high-school ribbon cutting was noted.

Mayor Mellon noted a recent complaint about bee swarms near a local bank and the owner has noted he would relocate the bees when the weather is cooler. Council noted they would consider if any next steps were needed.

INFORMATIONAL ITEMS

15. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the September 6, 2023 meeting at 8:39 p.m.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: September 18, 2023

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

ATTACHMENTS: 1. Fifth Amendment to the Franchise Agreement

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is a fifth amendment to the Franchise Agreement between the Town of Johnstown and TDS Broadband, LLC (TDS Telecom). This amendment will extend the current franchise agreement currently in place until January 1, 2024, unless a new franchise is adopted prior to this extension expiring. Both parties continue to move forward on a new franchise agreement, which is planned to be for a 10 year term.

LEGAL ADVICE:

The Town Attorney reviewed previous amendments presented.

FINANCIAL ADVICE:

Not applicable.

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

Reviewed and Approved for Presentation,

Town Manager

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**FIFTH AMENDMENT TO FRANCHISE AGREEMENT
TOWN OF JOHNSTOWN, COLORADO
AND
TDS BROADBAND SERVICE, LLC**

This Fifth Amendment to the Franchise is made and entered by and between the Town of Johnstown, Colorado, a Colorado home rule municipal corporation (“Town”), and TDS Broadband Service LLC, a Delaware limited liability company (“TDS”) (collectively, the “Parties”), upon the following terms and conditions:

1. On or about December 17, 2012, the Town and Baja Broadband, LLC (“Baja”) entered into a Cable Television Franchise that granted a franchise to Baja to provide cable-related services in the Town (“Franchise”). Through acquisitions and changes of ownership, TDS owns and operates the cable system and has been operating under and pursuant to the terms of the Franchise.

2. Pursuant to Section 2.3, the Franchise was scheduled to terminate on December 20, 2021. The Parties desire to negotiate, and have been negotiating, a renewal franchise agreement with a term of ten (10) years. Because the Parties have not yet finalized the renewal franchise, the Parties desire to extend the terms of the Franchise for an additional short duration, during which time the Parties will continue to negotiate a renewal franchise and continue operating under the terms of the existing Franchise.

3. Section 13 of the Franchise contemplates renewal of the Franchise and Section 15.5 of the Franchise provides that the Parties may amend the terms of the Franchise.

4. To date the parties have executed four amendments extending the Franchise to allow for negotiation of the renewal franchise. On or about November 15, 2021, the Parties executed the First Amendment to the Franchise Agreement, extending the term of the Franchise by four (4) months, to and including April 30, 2022. A Second Amendment to Franchise Agreement, extending the term of the Franchise by an additional four (4) months, to and including September 1, 2022, was executed in March 2022. A Third Amendment to the Franchise Agreement, extending the term of the Franchise by an additional six (6) months, to and including March 1, 2023, was executed in August 2022. A Fourth Amendment to the Franchise Agreement, extending the term of the Franchise an additional seven (7) months, to and including October 1, 2023, was executed in February 2023. The Parties now desire additional time within which to negotiate the renewal franchise, and thus seek a fifth extension of the term of the Franchise, up to and including January 1, 2024, or until the Parties execute a new franchise, whichever occurs first.

5. Except as amended herein, the Parties reaffirm the Franchise including but not limited to TDS’s right to furnish, sell, and distribute cable-related services in the Town and corresponding obligation to pay franchise fees to the Town.

[Signatures on following page]

IN WITNESS WHEREOF, this Fifth Amendment to Franchise is entered into by the Town and TDS effective as of September ____, 2023.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Troy D. Mellon, Mayor

Date of Signature: _____

ATTEST:

By: _____
Hannah Hill, Town Clerk

TDS BROADBAND SERVICE, LLC

By: _____
Name:
Title:

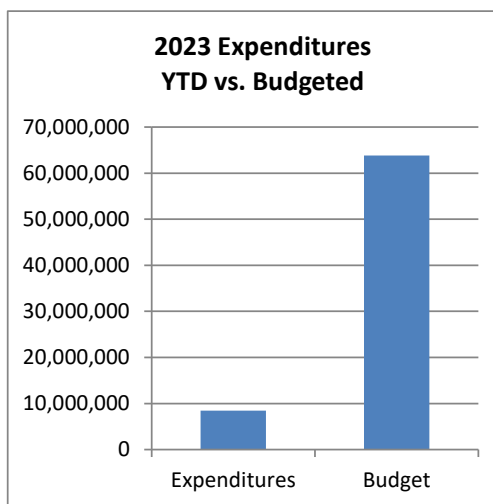
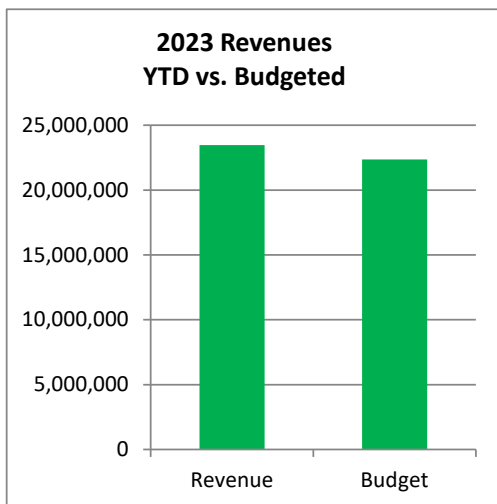
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending August 31, 2023
Unaudited

Item #3.

General Fund	2023 Actuals August	2023 Adopted Budget	%
			Complete
Beginning Fund Balance*	89,263,737	89,263,737	
Revenues:			
Taxes & Fees	17,952,286	19,417,534	92.5%
Licenses & Permits	3,031,666	1,963,700	154.4%
Fines & Forfeitures	168,925	175,500	96.3%
Intergovernmental	69,852	25,000	279.4%
Earnings on Investment	1,514,199	15,000	10094.7%
Miscellaneous Revenue	731,845	757,500	96.6%
<i>Transfers In</i>	-	-	
Total Operating Revenues	23,468,772	22,354,234	105.0%
Expenditures:			
Legislative	732,122	831,440	88.1%
Town Manager	771,308	1,442,430	53.5%
Town Clerk	269,726	441,910	61.0%
Finance	290,298	450,870	64.4%
Planning	246,008	566,310	43.4%
Reimbursements	453,922	700,000	64.8%
Building Inspections	224,175	413,820	54.2%
Police	3,587,875	6,006,610	59.7%
Public Works	515,144	761,350	67.7%
Buildings	223,880	288,100	77.7%
<i>Transfers Out</i>	1,133,087	51,945,508	2.2%
Total Expenditures	8,447,544	63,848,348	13.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	15,021,228	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	104,284,966	47,769,623	

* - Unaudited

67% of the fiscal year has elapsed



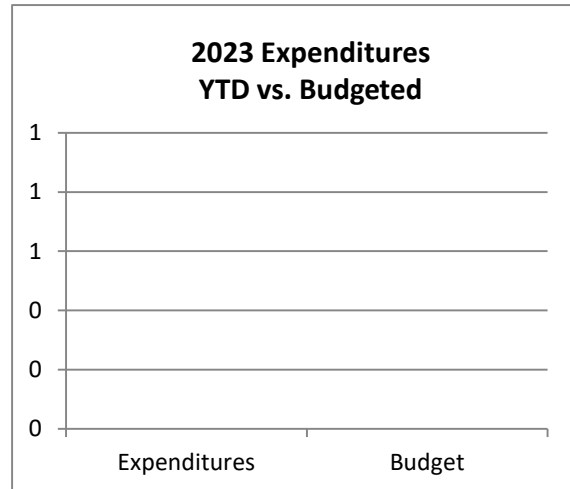
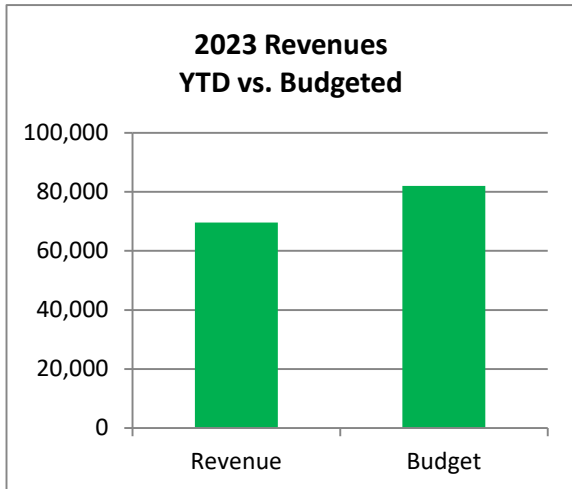
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending August 31, 2023
Unaudited

Item #3.

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

* - Unaudited

67% of the fiscal year has elapsed



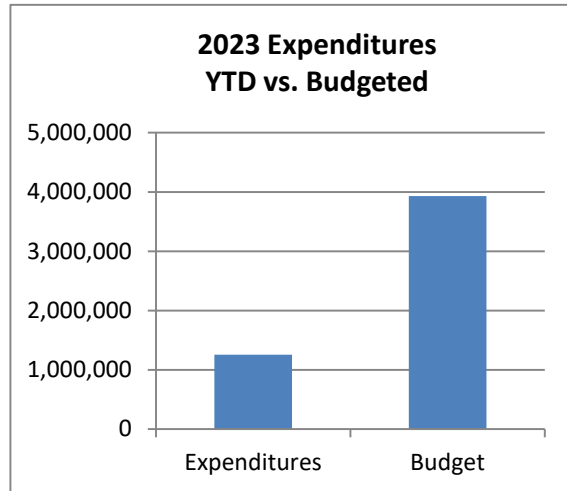
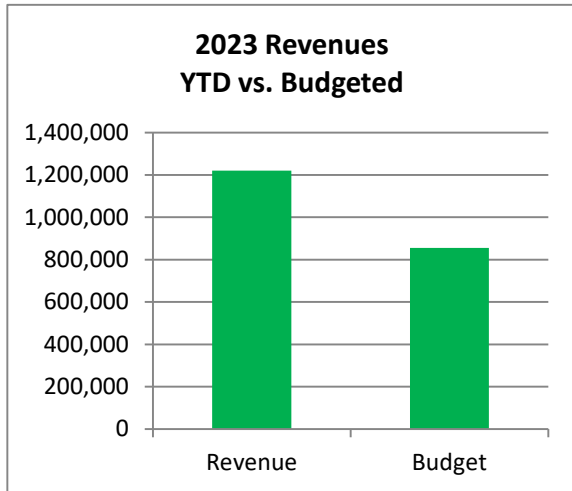
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending August 31, 2023
Unaudited

Item #3.

Parks and Open Space Fund	2023 Actuals August	2023 Adopted Budget	% Complete
Beginning Fund Balance*	7,992,579	7,992,579	
Revenues:			
Taxes & Fees	1,020,843	786,030	129.9%
License & Permit	700	500	140.0%
Earnings on Investment	96,903	2,000	4845.2%
Miscellaneous Revenue	52,196	17,000	307.0%
Transfers In	50,000	50,000	100.0%
Total Operating Revenues	1,220,642	855,530	142.7%
Expenditures:			
Operations	519,847	2,905,000	17.9%
Capital Outlay	733,575	1,024,940	71.6%
Transfers Out	-	-	
Total Expenditures	1,253,422	3,929,940	31.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(32,780)	(3,074,410)	
Ending Fund Balance*	7,959,799	4,918,169	

* - Unaudited

67% of the fiscal year has elapsed



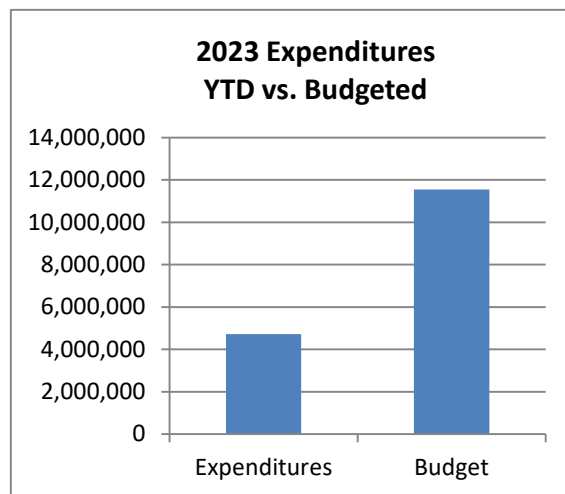
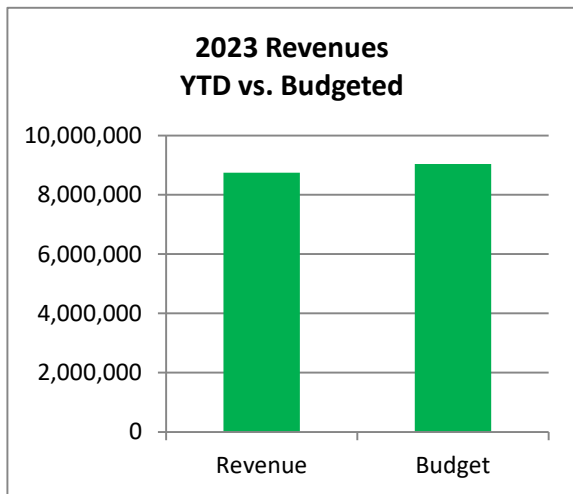
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending August 31, 2023
Unaudited

Item #3.

	2023 Actuals August	2023 Adopted Budget	%
Street and Alley Fund			Complete
Beginning Fund Balance	17,863,626	17,863,626	
Revenues:			
Taxes & Fees	3,540,633	4,171,405	84.9%
Intergovernmental	526,215	1,290,000	40.8%
Charges for Services	670,282	945,000	70.9%
Capital Investment Fees	2,321,610	1,174,000	197.8%
Earnings on Investment	238,486	10,200	2338.1%
Miscellaneous Revenues	3,130	-	
Tranfers In	1,450,000	1,450,000	100.0%
Total Operating Revenues	8,750,356	9,040,605	96.8%
Expenditures:			
Operations & Maintenance	1,531,330	3,698,790	41.4%
Capital	3,187,791	7,848,000	40.6%
Total Expenditures	4,719,121	11,546,790	40.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	4,031,235	(2,506,185)	
Ending Fund Balance*	21,894,861	15,357,441	

* - Unaudited

67% of the fiscal year has elapsed



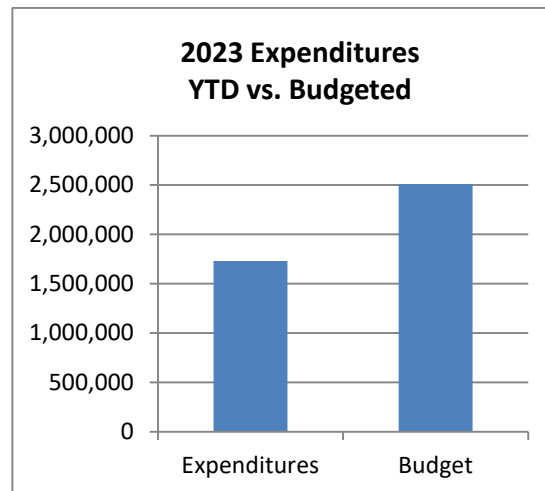
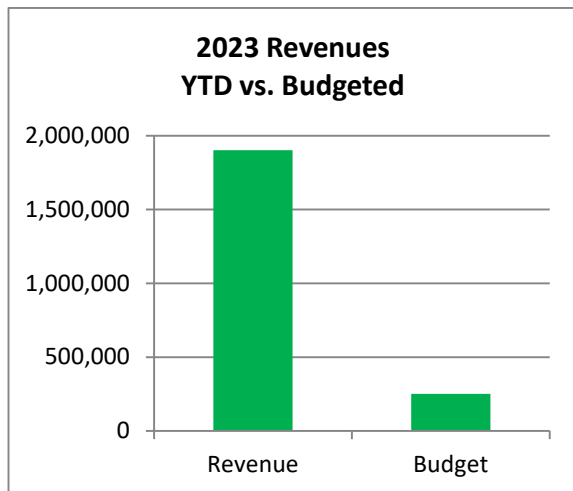
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending August 31, 2023
Unaudited

Item #3.

	2023 Actuals August	2023 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance	10,868,807	10,868,807	
Revenues:			
Taxes and Fees	1,544,193	300,000	514.7%
Miscellaneous Revenue	-	-	
Interest	358,286	2,200	16285.7%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	1,902,479	252,200	754.4%
Expenditures:			
Capital Outlay	1,729,432	2,511,500	68.9%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	1,729,432	2,511,500	68.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	173,047	(2,259,300)	
Ending Fund Balance*	11,041,854	8,609,507	

* - Unaudited

67% of the fiscal year has elapsed



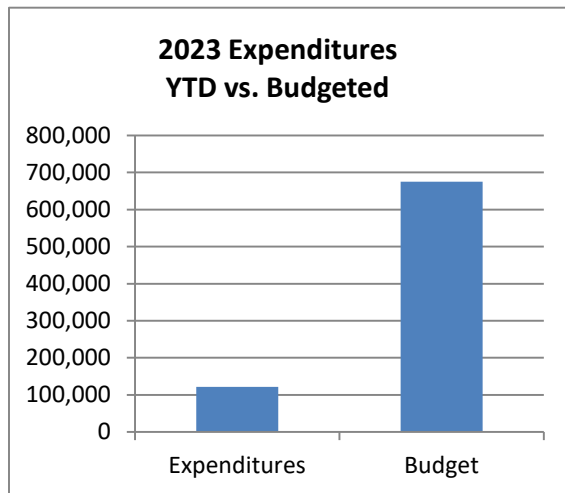
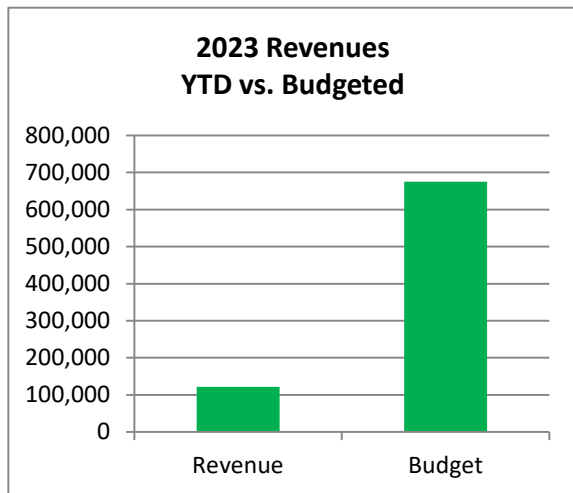
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending August 31, 2023
Unaudited

Item #3.

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

* - Unaudited

67% of the fiscal year has elapsed



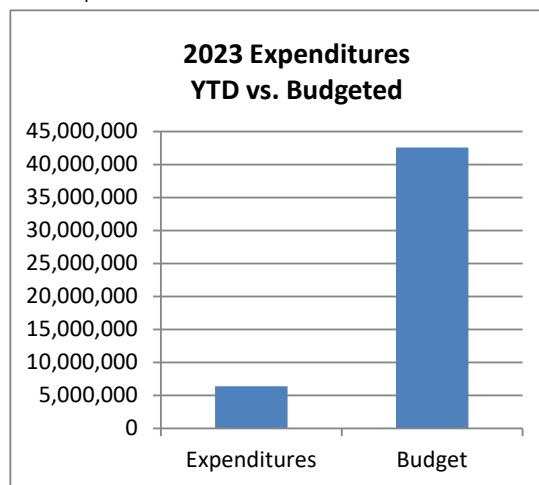
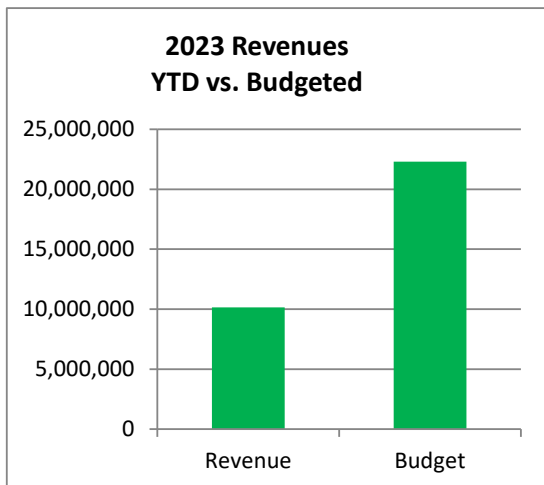
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending August 31, 2023
Unaudited

Item #3.

Water Fund	2023 Actuals August	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	18,030,853	18,030,853	
Revenues:			
Charges for Services	3,131,434	4,555,000	68.7%
Total Operating Revenues	3,131,434	4,555,000	68.7%
Expenses:			
Administration	142,906	235,300	60.7%
Operations	2,212,721	4,365,350	50.7%
Capital Outlay	3,084,230	36,417,280	8.5%
Depreciation	362,768	970,000	37.4%
Transfers Out	600,000	600,000	100.0%
Total Operating Expenses	6,402,625	42,587,930	15.0%
Operating Income (Loss)	(3,271,191)	(38,032,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	2,090,905	1,357,605	154.0%
Capital Investment Fees	1,813,171	1,147,945	157.9%
Misc. Revenues	2,593,886	15,226,500	17.0%
Interest Expense	509,233	20,000	2546.2%
Total Non-Operating Revenues (Expenses)	7,007,196	17,752,050	39.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	3,736,005	(20,280,880)	
Ending Cash Balance*	21,766,858	\$ (2,250,027)	

* - Unaudited

67% of the fiscal year has elapsed



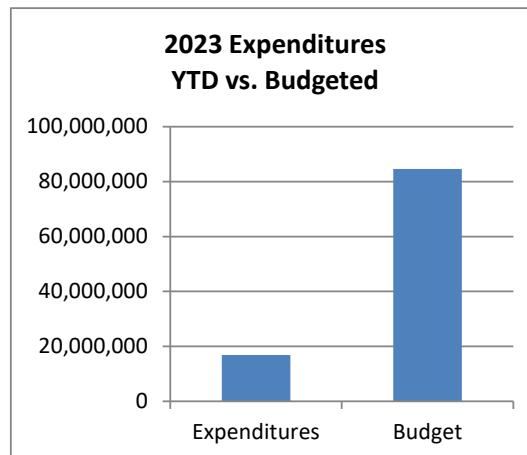
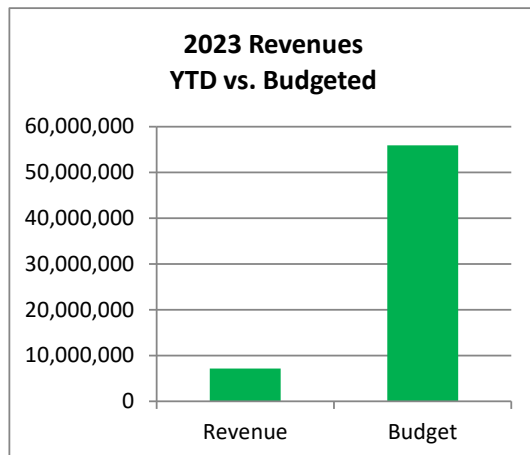
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending August 31, 2023
Unaudited

Item #3.

Sewer Fund	2023 Actuals August	2023 Adopted Budget	% Complete
Beginning Cash Balance	42,699,361	42,699,361	
Revenues:			
Charges for Services	2,232,138	3,181,500	70.2%
Total Operating Revenues	2,232,138	3,181,500	70.2%
Expenses:			
Administration	133,030	227,750	58.4%
Operations	1,288,983	2,087,960	61.7%
Capital Outlay	14,127,561	78,381,000	18.0%
Depreciation	349,840	1,200,000	29.2%
Debt Service	976,575	2,764,000	35.3%
	-	-	
Total Operating Expenses	16,875,989	84,660,710	19.9%
Operating Income (Loss)	(14,643,851)	(81,479,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	3,476,745	3,218,560	108.0%
Misc. Revenues	42,785	18,900	226.4%
Interest Expense	2,021,130	100,000	2021.1%
Transfers In/(Out)	(600,000)	49,400,000	
Total Non-Operating Revenues (Expenses)	4,940,660	52,737,460	9.4%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(9,703,191)	(28,741,750)	
Ending Cash Balance*	32,996,170	13,957,611	

* - Unaudited

67% of the fiscal year has elapsed



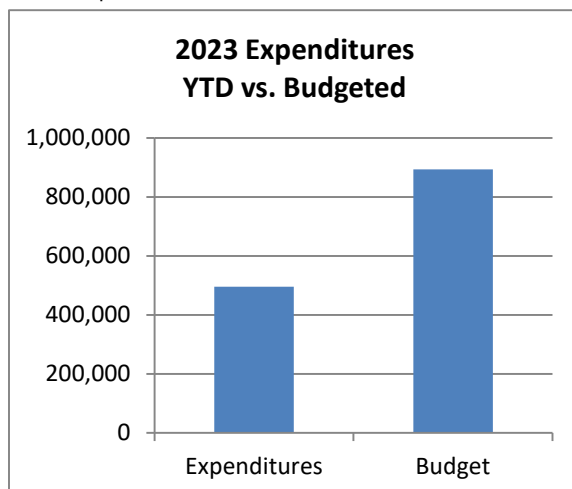
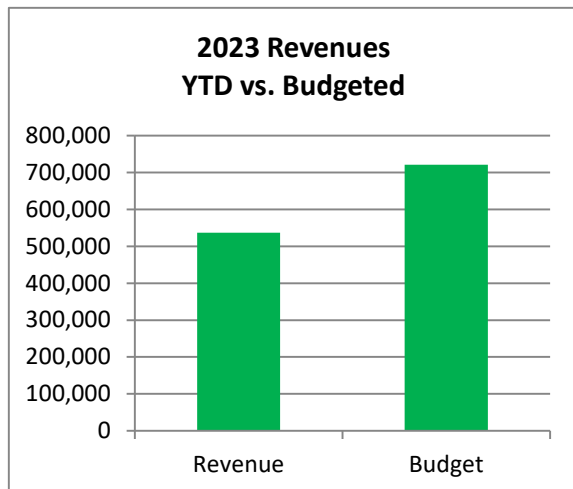
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending August 31, 2023
Unaudited

Item #3.

	2023 Actuals August	2023 Adopted Budget	%
Drainage Fund			Complete
Beginning Cash Balance	3,977,376	3,977,376	
Revenues:			
Charges for Services	350,387	500,000	70.1%
Total Operating Revenues	350,387	500,000	70.1%
Expenses:			
Administration	84,251	150,400	56.0%
Operations	160,884	493,025	32.6%
Capital Improvements	-	-	
Transfer Out	250,000	250,000	100.0%
Total Operating Expenses	495,135	893,425	55.4%
Operating Income (Loss)	(144,748)	(393,425)	
Non-Operating Revenues (Expenses)			
Capital Revenues	118,602	220,000	53.9%
Misc. Revenues	-	-	
Interest Expense	68,067	1,000	6806.7%
Total Non-Operating Revenues (Expenses)	186,669	221,000	84.5%
Excess (Deficiency) of Revenues and Other Sources over Expenses	41,921	(172,425)	
Ending Cash Balance*	4,019,297	3,804,951	

* - Unaudited

67% of the fiscal year has elapsed



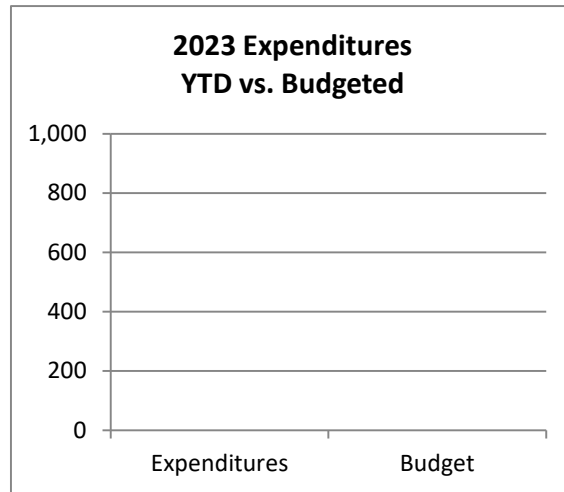
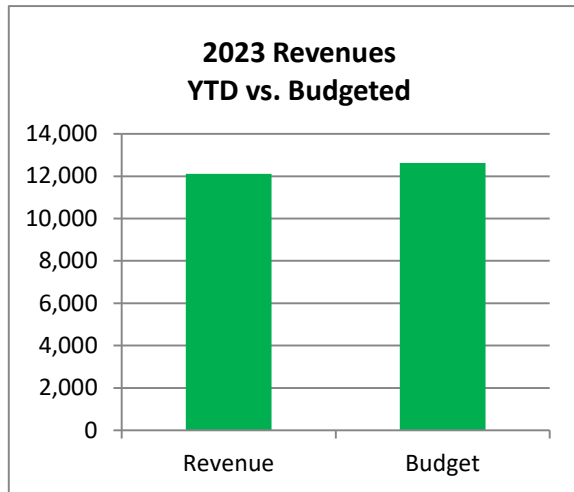
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Cemetery Perpetual Fund
Period Ending August 31, 2023
Unaudited

Item #3.

Cemetery Perpetual Fund	2023 Actuals August	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	168,889	168,889	
Revenues:			
Miscellaneous Revenue	8,123	12,560	64.7%
Earnings on Investment	3,990	60	6649.2%
	12,112	12,620	96.0%
Total Operating Revenues			
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
	-	-	
Total Expenditures			
Excess (Deficiency) of Revenues and Other Sources over Expenditures	12,112	12,620	
Ending Fund Balance*	181,001	181,509	

* - Unaudited

67% of the fiscal year has elapsed



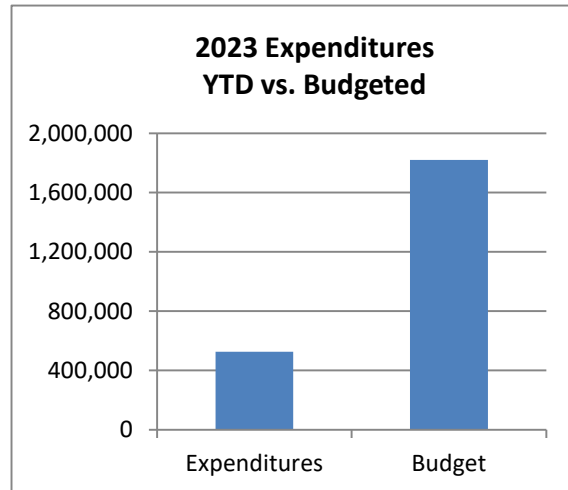
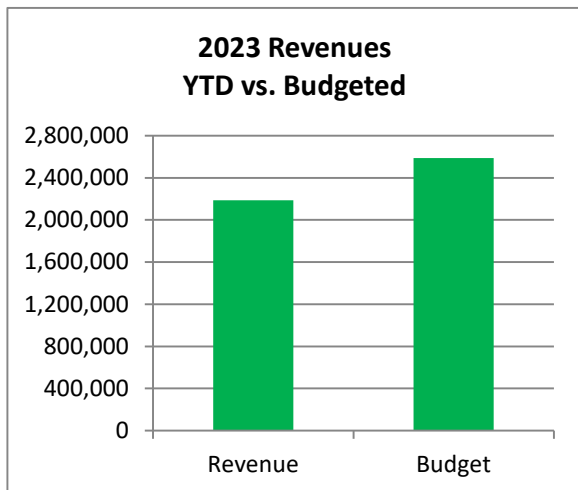
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending August 31, 2023
Unaudited

Item #3.

Library Fund	2023 Actuals August	2023 Adopted Budget	% Complete
Beginning Fund Balance	8,539,939	8,539,939	
Revenues:			
Intergovernmental	751,660	819,186	91.8%
Miscellaneous Revenue	11,633	11,000	105.8%
Capital Investment Fees	623,909	439,410	142.0%
Interest	183,046	75,000	244.1%
<i>Transfers In</i>	616,826	1,243,246	49.6%
Total Operating Revenues	2,187,074	2,587,842	84.5%
Expenditures:			
Operations	525,463	1,821,000	28.9%
Capital Outlay	-	-	
Total Expenditures	525,463	1,821,000	28.9%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	1,661,611	766,842	
Ending Fund Balance*	10,201,550	9,306,781	

* - Unaudited

67% of the fiscal year has elapsed



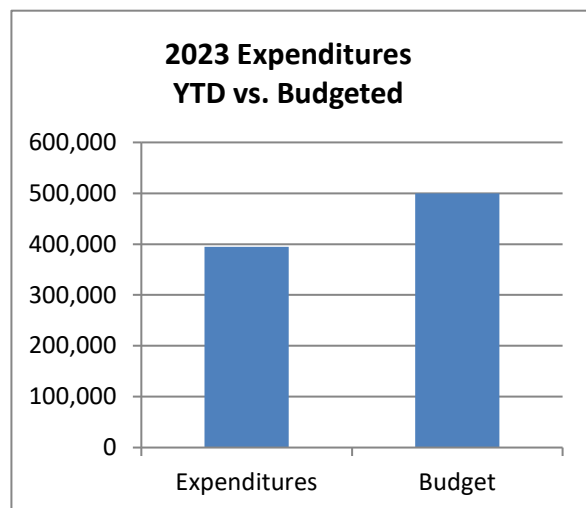
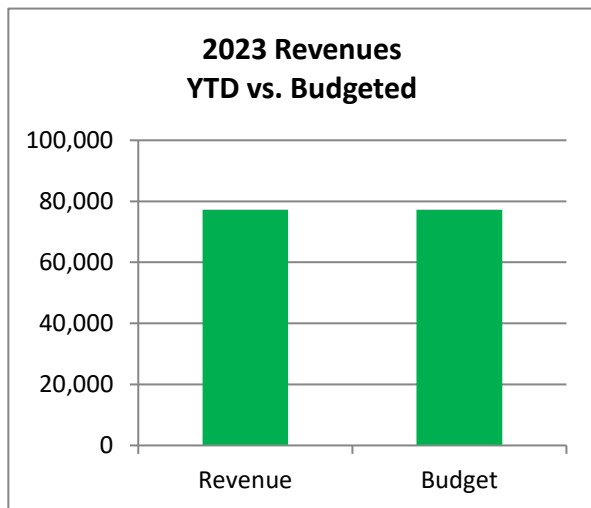
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending August 31, 2023
Unaudited

Item #3.

	2023 Actuals August	2023 Adopted Budget	%
Recreation Center Fund			Complete
Beginning Fund Balance*	422,738	422,738	
Revenues:			
State Grants	-	0	
Transfers In	77,262	77,262	100.0%
Earnings on Investment	-	-	
Total Operating Revenues	77,262	77,262	
Expenditures:			
Operations & Maintenance	394,786	500,000	79.0%
Capital Outlay	-	-	
Total Expenditures	394,786	500,000	79.0%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(317,524)	(422,738)	
Ending Fund Balance*	105,215	0	

* - Unaudited

67% of the fiscal year has elapsed





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 18, 2023

SUBJECT: Purchase and Sale Agreement Between the Town of Johnstown and Richard P. Crooks and Kathi A. Crooks for the Purchase of Real Property Located at 23165 Colorado Blvd. Johnstown, CO 80534

ACTION PROPOSED: Consider Resolution 2023-41

ATTACHMENTS:

1. Resolution 2023-41
2. Purchase and Sale Agreement Between the Town of Johnstown and Richard and Kathi A. Crooks

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Included for your review and consideration is Resolution 2023-41. This would authorize for the purchase of property from Richard and Kathi Crooks, who are the real property owners at 23165 Colorado Blvd Johnstown, CO 80534.

Eight (8) weeks ago, the Town met with Mr. Crooks about the possibility of purchasing his property which is located immediately adjacent to the Johnstown Cemetery. The Council met in executive session and directed negotiators to both procure an appraisal of the property and to negotiate with the property owners in an attempt to reach an agreed purchase price. As part of the negotiations, Town Council gave to the negotiators a range that they were willing to accept for purchase of the land and the Crooks Family has agreed to this price which is at a cost \$475,000. The closing is expected to take place on Thursday, September 28, and as part of the agreement we are providing the Crooks Family an additional 60 days to vacate the property. The resolution presented will allow the Town Manager to complete the closing of the property as scheduled.

LEGAL ADVICE:

The Town Attorney has drafted the Resolution presented for consideration.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

The Town will purchase the property for \$475,000 plus any closing costs which will be split evenly the purchaser and the seller.

RECOMMENDED ACTION: Approve Resolution 2023-41 as presented.

SUGGESTED MOTIONS:

For Approval:

I move to approve Resolution 2023-41 authorizing the purchase of 23165 Colorado Blvd Johnstown, CO 80534 from Mr. Richard & Mrs. Kathi Crooks.

For Denial:

I move we deny Resolution 2023-41 authorizing the purchase of 23165 Colorado Blvd Johnstown, CO 80534 from Mr. & Mrs. Richard & Kathi Crooks.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-41**

**RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT BY
AND BETWEEN THE TOWN OF JOHNSTOWN AND RICHARD P. CROOKS
AND KATHI A. CROOKS FOR THE PURCHASE OF REAL PROPERTY
LOCATED AT 23165 COLORADO BOULEVARD, JOHNSTOWN,
COLORADO 80534**

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

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

WHEREAS, Richard P. Crooks and Kathi A. Crooks (“Owners”) are the owners of real property known by legal description as 25666 PT SE4 1 4 68 COMM SE COR SEC N721.06’ TO TRUE POB N86D12’W 240.57’ N0D35’E 246.54’ ALG EXISTING FENCE LN N89D07’E 237.53’ S266.03’ TO POB, County of Weld, State of Colorado, and by street address as 23165 Colorado Boulevard, Johnstown, Colorado, 80534, consisting of approximately 1.22 acres (“Property”); and

WHEREAS, the Property is adjacent to and contiguous with the Johnstown Cemetery; and

WHEREAS, the Town has determined the acquisition of the Property will serve a public purpose by allowing the expansion of, and improvement of access to, the Johnstown Cemetery and thus desires to purchase the Property; and

WHEREAS, the Owners desire to sell the Property to the Town; and

WHEREAS, the Owners further desire to retain possession of the Property for sixty (60) days subsequent to the sale of the Property to the Town; and

WHEREAS, the Purchase and Sale Agreement, attached hereto, contains terms and conditions for the acquisition of the Property, including provisions for an earnest money deposit, a due diligence period for review of documents and purchase at an agreed upon price of Four Hundred and Seventy-Five Thousand Dollars (\$475,000.00), plus payment of miscellaneous closing costs; and

WHEREAS, the Town has funds in the General Fund that may be used to purchase the Property; and

WHEREAS, the Town Council may be required to adopt an amendment to the 2023 Budget to effectuate this transaction and, if necessary, intends to adopt such amendment; and

WHEREAS, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and promote the public health, safety, prosperity, security and general welfare of the Town; and

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

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

Section 1: The Purchase and Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved, and the Town Manager is authorized to execute the same.

Section 2: The Post-Closing Occupancy Agreement, attached hereto and incorporated herein by reference as Exhibit B, is hereby approved, and the Town Manager is authorized to execute the same.

Section 3: The Town Manager is authorized to take all steps necessary to carry out the terms of the Purchase and Sale Agreement, including the execution of all documents necessary or required for closing. The Town Attorney is authorized to make such modifications, if any, to the Purchase and Sale Agreement as are advisable to assure clarity, consistency and protection of the Town's interests.

Section 4: This Resolution shall be effective retroactively to August 29, 2023.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of September, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Zadel Realty
P.O. Box 90
Firestone, CO 80520
Phone: (303)833-3012

Z A D E L R E A L T Y

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(RESIDENTIAL)

Date: August 29, 2023

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Johnstown, (Buyer) will take title to the Property described below as [] Joint Tenants [] Tenants In Common [X] Other a governmental entity.
2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller. Richard P. Crooks and Kathi A. Crooks (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado:
(insert legal description):

PT SE4 1 4 68 COMM SE COR SEC N721.06' TO TRUE POB N86D12'W 240.57' NOD35'E 246.54' ALG EXISTING FENCE LN N89D07'E 237.53' S266.03' TO POB

known as No. 23165 Colorado Blvd. Johnstown CO. 80534
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions - Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including remote controls). If checked, the following are owned by the Seller and included: [] Solar Panels [] Water Softeners [] Security Systems [] Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions - Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

46 **stove, 2 refrigerators, propane tank**

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If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: _____; and the use or ownership of the following storage facilities: _____.

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

2.6. Exclusions. The following items are excluded (Exclusions):

Washer, dryer

2.7. Water Rights/Well Rights.

2.7.1. Deeded Water Rights. The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

102 3. DATES, DEADLINES AND APPLICABILITY.

103 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	5:00 p.m.
2	§ 4	Alternative Earnest Money Deadline	MEC + 3 days
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 10 days
4	§ 8	Record Title Objection Deadline	MEC + 14 days
5	§ 8	Off-Record Title Deadline	MEC + 10 days
6	§ 8	Off-Record Title Objection Deadline	MEC + 14 days
7	§ 8	Title Resolution Deadline	MEC + 18 days
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	MEC + 7
12	§ 10	Lead-Based Paint Disclosure Deadline	MEC + 7
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	
31	§ 10	Inspection Objection Deadline	
32	§ 10	Inspection Resolution Deadline	
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	
35	§ 10	Due Diligence Documents Objection Deadline	
36	§ 10	Due Diligence Documents Resolution Deadline	
37	§ 10	Conditional Sale Deadline	

38	§ 10	Lead-Based Paint Termination Deadline	Item #4.
		Closing and Possession	
39	§ 12	Closing Date	MEC + 30 days
40	§ 17	Possession Date	60 days after closing
41	§ 17	Possession Time	noon
42	§ 27	Acceptance Deadline Date	August 30, 2023
43	§ 27	Acceptance Deadline Time	Noon

104 **Note:** If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA**
105 insured or **VA** guaranteed loans.

106 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
107 or the word "Deleted", such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
108 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
109 "None", such provision means that "None" applies.
110 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
111 abbreviation "N/A" as used in this Contract means not applicable.

112 **3.3. Day; Computation of Period of Days; Deadlines.**

113 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
114 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
115 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
116 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
117 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

118 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
119 ending date is not specified, the first day is excluded and the last day is included.

120 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
121 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
122 the deadline will not be extended.

123 **4. PURCHASE PRICE AND TERMS.**

124 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 475,000.00	
2	§ 4.3	Earnest Money		\$ 10,000.00
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ 465,000.00
10		TOTAL	\$ 475,000.00	\$ 475,000.00

125 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ **none** (Seller Concession). The Seller
126 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
127 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
128 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
129 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
130 elsewhere in this Contract.

131 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **wired funds**, will be
132 payable to and held by **Land Title** (Earnest Money Holder), in its trust account, on behalf of
133 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree

Item #4.

134 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit
135 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
136 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
137 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
138 Money Holder in this transaction will be transferred to such fund.

139 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
140 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

141 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
142 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
143 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
144 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
145 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
146 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
147 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
148 Release form), within three days of Buyer's receipt.

149 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
150 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in **"If Seller
151 is in Default", § 20.2. and § 21**, unless Seller is entitled to the Earnest Money due to a Buyer default.

152 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
153 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in **"If Buyer
154 is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default.

155 **4.4. Form of Funds; Time of Payment; Available Funds.**

156 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
157 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
158 check, savings and loan teller's check and cashier's check (Good Funds).

159 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
160 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
161 NONPAYING PARTY WILL BE IN DEFAULT**.

162 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
163 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

164 **4.5. New Loan.** *OMITTED AS INAPPLICABLE.*

178 **4.6. Assumption.** *OMITTED AS INAPPLICABLE.*

191 **4.7. Seller or Private Financing.** *OMITTED AS INAPPLICABLE.*

207 **TRANSACTION PROVISIONS**

208 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

209 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
210 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
211 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

212 **5.2. New Loan Terms; New Loan Availability.**

213 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
214 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
215 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
216 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
217 satisfactory to Buyer, in Buyer's sole subjective discretion.

218 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
219 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
220 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan
221 Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
222 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
223 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS
224 NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**

225 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, T
226 Survey).

227 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
228 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
229 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
230 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
231 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
232 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
233 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
234 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
235 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

236 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
237 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
238 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
239 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
240 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
241 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
242 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
243 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
244 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

245 **6. APPRAISAL PROVISIONS.**

246 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
247 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
248 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
249 valued at the Appraised Value.

250 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth
251 in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

252 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
253 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
254 **Objection Deadline**:

255 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
256 or

257 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
258 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

259 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
260 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
261 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
262 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

263 **6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
264 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest
265 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a
266 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,
267 setting forth the appraised value of the Property of not less than \$_____. The purchaser (Buyer) shall have the privilege
268 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The
269 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will
270 insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy
271 himself/herself/themselves that the price and condition of the Property are acceptable.

272 **6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
273 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
274 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
275 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
276 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

277 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
278 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
279 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
280 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written

281 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (

282 satisfaction of the Lender Requirements is waived in writing by Buyer.

283 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer

284 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's

285 agent or all three.

286 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest

287 Communities and subject to one or more declarations (Association).

288 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**

289 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**

290 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**

291 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**

292 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**

293 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**

294 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**

295 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**

296 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**

297 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**

298 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**

299 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**

300 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**

301 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**

302 **ASSOCIATION.**

303 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),

304 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association

305 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt

306 of the Association Documents, regardless of who provides such documents.

307 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

308 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,

309 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,

310 C.R.S.;

311 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;

312 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual

313 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding

314 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

315 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,

316 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must

317 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed

318 (Association Insurance Documents);

319 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as

320 disclosed in the Association's last Annual Disclosure;

321 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget

322 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for

323 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent

324 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the

325 Association's community association manager or Association will charge in connection with the Closing including, but not limited

326 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for

327 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of

328 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and

329 7.3.5., collectively, Financial Documents);

330 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,

331 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction

332 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.

333 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common

334 elements or limited common elements of the Association property.

335 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to

336 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in

337 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents
338 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
339 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
340 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
341 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
342 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
343 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

344 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

345 **8.1. Evidence of Record Title.**

346 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
347 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
348 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
349 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
350 and delivered to Buyer as soon as practicable at or after Closing.

351 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
352 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
353 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
354 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

355 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will **Will Not** contain Owner's
356 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
357 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
358 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
359 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by

360 Buyer Seller **One-Half by Buyer and One-Half by Seller** **Other** _____
361 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
362 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
363 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
364 § 8.7. (Right to Object to Title, Resolution).

365 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
366 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
367 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
368 Documents).

369 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
370 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
371 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
372 party or parties obligated to pay for the owner's title insurance policy.

373 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
374 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

375 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
376 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
377 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
378 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
379 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
380 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
381 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
382 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
383 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
384 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
385 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
386 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
387 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
388 Documents as satisfactory.

389 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
390 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
391 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
392 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New

393 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property
394 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
395 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
396 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**
397 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
398 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice
399 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
400 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
401 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
402 any, of third parties not shown by public records of which Buyer has actual knowledge.

403 **8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**
404 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
405 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**
406 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**
407 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
408 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
409 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
410 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
411 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
412 **RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is:**

413 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing or
414 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
415 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
416 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
417 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
418 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
419 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
420 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
421 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations)
422 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

423 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
424 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
425 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
426 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
427 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
428 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
429 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
430 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

431 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
432 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
433 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
434 applicable deadline, Buyer has the following options:

435 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
436 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
437 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
438 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
439 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
440 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
441 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
442 applicable documents; or

443 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
444 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

445 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
446 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
447 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
448 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various

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449 laws and governmental regulations concerning land use, development and environmental matters.

450 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
451 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
452 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
453 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
454 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
455 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
456 **GAS OR WATER.**

457 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
458 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
459 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
460 **RECORDER.**

461 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
462 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
463 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
464 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

465 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
466 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
467 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
468 **AND GAS CONSERVATION COMMISSION.**

469 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
470 not covered by the owner's title insurance policy.

471 **8.9. Mineral Rights Review.** Buyer Does Does Not have a Right to Terminate if examination of the Mineral
472 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

473 **9. NEW ILC, NEW SURVEY.**

474 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate (New ILC);** or, (2)
475 **New Survey** in the form of _____; is required and the following will apply:

476 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
477 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
478 after the date of this Contract.

479 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
480 Closing, by: **Seller** **Buyer** or:

481
482
483 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
484 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
485 **ILC or New Survey Deadline.**

486 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
487 all those who are to receive the New ILC or New Survey.

488 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
489 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
490 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
491 Seller incurring any cost for the same.

492 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
493 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
494 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

495 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

496 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
497 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

498 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
499 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
500 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
501 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
502 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

503

DISCLOSURE, INSPECTION AND DUE DILIGENCE

504 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOU**
505 **WATER.**

506 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
507 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
508 to Seller's actual knowledge and current as of the date of this Contract.

509 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
510 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
511 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
512 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
513 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
514 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

515 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
516 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
517 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
518 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
519 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
520 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
521 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
522 sole subjective discretion, Buyer may:

523 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
524 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
525 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
526 pursuant to § 10.3.2.; or

527 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
528 description of any unsatisfactory condition that Buyer requires Seller to correct.

529 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
530 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
531 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
532 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
533 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
534 executing an Earnest Money Release.

535 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
536 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
537 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
538 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
539 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
540 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
541 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
542 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
543 pursuant to an Inspection Resolution.

544 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
545 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
546 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

547 **10.6. Due Diligence.**

548 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
549 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
550 **Deadline**:

551 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
552 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
553 are as follows (Leases):

554
555
556 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased Items) will be
557 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
558 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the Seller's obligations
559 under such leases for the Leased Items (§ 2.5.7., Leased Items).
560

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561 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
562 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
563 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will
564 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).
565

566 **10.6.1.4. Other Documents.** Other documents and information:
567
568
569
570

571 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
572 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
573 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:
574

575 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
576 or

577 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
578 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

579 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
580 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
581 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
582 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
583 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

584 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
585 owned by Buyer and commonly known as _____ Buyer has
586 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
587 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
588 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
589 provision.

590 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
591 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
592 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
593 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
594 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
595 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

596 **10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]**

597 **10.10. Lead-Based Paint.**

598 **10.10.1. Lead-Based Paint Disclosure.** Unless exempt, if the Property includes one or more residential dwellings
599 constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate
600 licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint**
601 **Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely
602 receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of
603 Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**.

604 **10.10.2. Lead-Based Paint Assessment.** If Buyer elects to conduct or obtain a risk assessment or inspection of the
605 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's
606 receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline**. Buyer may
607 elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint
608 or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition
609 of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

610 **10.11. Carbon Monoxide Alarms. Note:** If the improvements on the Property have a fuel-fired heater or appliance, a
611 fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties
612 acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within
613 fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

614 **10.12. Methamphetamine Disclosure.** If Seller knows that methamphetamine was ever manufactured, processed, cooked,
615 disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was
616 remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further
617 acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever
been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written

618 Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer’s test results that indicate the Property
619 has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State
620 Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of
621 the test.

622 **10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**
623 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**
624 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**
625 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**
626 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

627 **RESIDENTIAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON**
628 **GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER.**
629 **RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS**
630 **AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTIAL REAL**
631 **PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST**
632 **RESULTS OF THE RESIDENTIAL REAL PROPERTY.**

633 **AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF**
634 **PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. § 25-11-114(2)(A) THAT PROVIDES**
635 **ADVICE ABOUT “RADON AND REAL ESTATE TRANSACTIONS IN COLORADO” IS AVAILABLE AT:**
636 **HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.**

637 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

638 **CLOSING PROVISIONS**

639 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

640 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
641 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
642 obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a
643 timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any
644 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
645 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

646 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions Are Are Not executed with
647 this Contract.

648 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
649 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
650 Buyer. The hour and place of Closing will be as designated by **listing broker**.

651 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
652 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

653 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
654 must assume Seller’s obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
655 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

656 **13. TRANSFER OF TITLE.** Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender
657 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
658 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative’s deed
659 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
660 sufficient special warranty deed to Buyer, at Closing.

661 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
662 warranty deed, title will be conveyed “subject to statutory exceptions” as defined in § 38-30-113(5)(a), C.R.S.

663 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
664 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
665 improvements installed as of the date of Buyer’s signature hereon, whether assessed or not, and previous years’ taxes, will be paid
666 at or before Closing by Seller from the proceeds of this transaction or from any other source.

667 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
668 **WITHHOLDING.**

669 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items
670 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits
671 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

672 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
673 One-Half by Buyer and One-Half by Seller Other _____.

674 15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to
675 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
676 associated with or specified in the Status Letter will be paid as follows:

677 15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
678 Seller One-Half by Buyer and One-Half by Seller N/A.

679 15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
680 and One-Half by Seller N/A.

681 15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than
682 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
683 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

684 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
685 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

686 15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
687 Buyer and One-Half by Seller N/A.

688 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
689 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

690 15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
691 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
692 One-Half by Buyer and One-Half by Seller N/A.

693 15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
694 \$ _____ for:

- 695 Water Stock/Certificates Water District
- 696 Augmentation Membership Small Domestic Water Company _____

697 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

698 15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
699 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

700 15.9. FIRPTA and Colorado Withholding.

701 15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
702 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for
703 the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
704 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
705 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
706 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
707 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
708 if an exemption exists.

709 15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds
710 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
711 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
712 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
713 tax advisor to determine if withholding applies or if an exemption exists.

714 16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

715 16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:

716 16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
717 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
718 and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
719 veteran exemption or Other _____.

720 16.1.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
721 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
722 writing of such transfer and of the transferee's name and address.

723 16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and propane in tank.

724 16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

725 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) pa
 726 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
 727 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
 728 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
 729 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any
 730 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
 731 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
 732 there are no unpaid regular or special assessments against the Property except the current regular assessments and
 733 _____ Association Assessments are subject to change as provided in the Governing Documents.

734 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**,
 735 subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

736 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
 737 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ **100.00** per day (or any part of a day
 738 notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered.

739 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then
 740 Buyer **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

741 If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

742 **GENERAL PROVISIONS**

743 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
 744 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
 745 condition existing as of the date of this Contract, ordinary wear and tear excepted.

746 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
 747 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
 748 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
 749 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
 750 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
 751 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
 752 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
 753 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
 754 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
 755 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
 756 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
 757 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
 758 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

759 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
 760 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
 761 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
 762 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
 763 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
 764 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
 765 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
 766 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
 767 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
 768 Closing.

769 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
 770 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
 771 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
 772 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
 773 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
 774 of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

775 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
 776 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

777 **18.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be
 778 purchased and may cover the repair or replacement of such Inclusions.

779 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge
780 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
781 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
782 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
783 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
784 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
785 be complied with.
786

787 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
788 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
789 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
790 has the following remedies:

791 **20.1. If Buyer is in Default:**

792 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
793 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
794 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
795 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

796 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
797 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
798 the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
799 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
800 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

801 **20.2. If Seller is in Default:**

802 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
803 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
804 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
805 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
806 or damages, or both.

807 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
808 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
809 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
810 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
811 Contract are reserved and survive Closing.

812 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
813 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
814 reasonable costs and expenses, including attorney fees, legal fees and expenses.

815 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
816 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
817 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
818 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
819 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
820 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
821 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
822 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
823 Section will not alter any date in this Contract, unless otherwise agreed.

824 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
825 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
826 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
827 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
828 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
829 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
830 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
831 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
832 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time

833 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties read
834 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

835 **24. TERMINATION.**

836 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
837 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
838 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
839 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
840 and waives the Right to Terminate under such provision.

841 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
842 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

843 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
844 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
845 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
846 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
847 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
848 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

849 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

850 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
851 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
852 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
853 must be received by the party, not Broker or Brokerage Firm).

854 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
855 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
856 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
857 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

858 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
859 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
860 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

861 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
862 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
863 located in Colorado.

864 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
865 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
866 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
867 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
868 copies taken together are deemed to be a full and complete contract between the parties.

869 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
870 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
871 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
872 **Diligence, and Source of Water.**

873 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

874 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
875 Commission.)

876 **A. All mineral rights to this property that seller owns are included in the**
877 **sale.**

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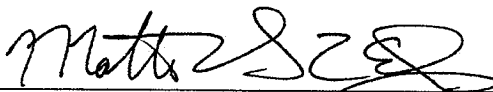
30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents are a part of this Contract:
30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

30.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

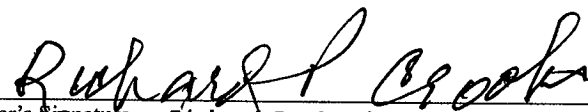
SIGNATURES

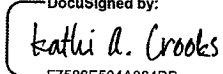
Buyer's Name: *Town of Johnstown*


Buyer's Signature Matthew S. LeCere, Town Manager Date 8/29/2023
Address: 450 S. PARISH AVE P.O. Box 609
JOHNSTOWN CO 80534
Phone No.: 970.587.4664
Fax No.: _____
Email Address: ~~ml~~ mlecere@johnstownco.gov

900 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: *Richard P. Crooks and Kathi A. Crooks*


Seller's Signature Richard P. Crooks Date 8/29/23
Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

DocuSigned by:

F7588E504A084DB...
8/29/2023
Seller's Signature Kathi A. Crooks Date _____

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

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END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working with Buyer

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature: _____ Date

Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Item #4.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Zadel Realty**
Brokerage Firm's License #: _____
Broker's Name: **Greg Zadel**
Broker's License #: **195621**

 _____
Broker's Signature: _____ Date: **8-29-23**

Address: **PO Box 90**
Firestone, CO 80520
Phone No.: **(303) 833-3012**
Fax No.: **(303) 833-3054**
Email Address: **greg@zadelrealty.com**

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 18, 2023

SUBJECT: Purchase and Sale Agreement Between the Town of Johnstown and Centennial Ridge, LLC for the Purchase of Real Property Located at 23019 Colorado Blvd. Johnstown, CO 80534

ACTION PROPOSED: Consider Resolution 2023-42

ATTACHMENTS:

1. Resolution 2023-42
2. Purchase and Sale Agreement Between the Town of Johnstown and Centennial Ridge, LLC

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Included for your review and consideration is Resolution 2023-42. This would authorize for the purchase of property from Centennial Ridge, LLC, who are the real property owners at 23019 Colorado Blvd Johnstown, CO 80534.

The Council met in executive session and directed negotiators to attempt to negotiate with the property owner and reach an agreed purchase price. The acquisition of this property is necessary for the planned interim and ultimate improvements to the intersection of Highway 60 and Colorado Boulevard. As part of the negotiations, Town Council gave to the negotiators a range that they were willing to accept for purchase of the land and Centennial Ridge, LLC has agreed to a purchase price of \$190,000 which was within the threshold provided by Council. The closing is expected to take place on Wednesday, September 27. The resolution presented will allow the Town Manager to complete the closing of the property as scheduled.

LEGAL ADVICE:

The Town Attorney has drafted the Resolution presented for consideration.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

The Town will purchase the property for \$190,000 plus any closing costs which will be split evenly the purchaser and the seller.

RECOMMENDED ACTION: Approve Resolution 2023-42 as presented.

SUGGESTED MOTIONS:

For Approval:

I move to approve Resolution 2023-42 authorizing the purchase of 23165 Colorado Blvd Johnstown, CO 80534 from Centennial Ridge, LLC.

For Denial:

I move we deny Resolution 2023-42 authorizing the purchase of 23019 Colorado Blvd Johnstown, CO 80534 from Centennial Ridge, LLC.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-42**

**RESOLUTION APPROVING THE PURCHASE AND SALE AGREEMENT BY
AND BETWEEN THE TOWN OF JOHNSTOWN AND CENTENNIAL RIDGE,
LLC FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 23019
COLORADO BOULEVARD, JOHNSTOWN, COLORADO 80534**

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

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

WHEREAS, Centennial Ridge, LLC, a Colorado limited liability company (“Owner”), is the owner of real property known by legal description as 25668 PT SE4SE4 1 4 68 BEG SE COR SEC W165' N125' E165' S125' TO BEG EXC UPRR RES, County of Weld, State of Colorado, and by street address as 23019 Colorado Boulevard, Johnstown, Colorado, 80534, consisting of approximately .47 acres (“Property”); and

WHEREAS, the Property is located at the northwest corner of the Colorado State Highway 60 and Colorado Boulevard intersection (“Intersection”); and

WHEREAS, the Town has determined the acquisition of the Property will serve a public purpose by allowing improvements to the Intersection, and thus desires to purchase the Property; and

WHEREAS, the Owner desires to sell the Property to the Town; and

WHEREAS, the Purchase and Sale Agreement, attached hereto, contains terms and conditions for the acquisition of the Property, including provisions for an earnest money deposit, a due diligence period for review of documents and purchase at an agreed upon price of One Hundred and Ninety Thousand Dollars (\$190,000.00), plus payment of miscellaneous closing costs; and

WHEREAS, the Town has funds in the General Fund that may be used to purchase the Property; and

WHEREAS, the Town Council may be required to adopt an amendment to the 2023 Budget to effectuate this transaction and, if necessary, intends to adopt such amendment; and

WHEREAS, the Town Council finds and determines that the terms and conditions of the Purchase and Sale Agreement are reasonable and promote the public health, safety, prosperity, security and general welfare of the Town; and

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

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

Section 1: The Purchase and Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A, is hereby approved, and the Town Manager is authorized to execute the same.

Section 2: The Town Manager is authorized to take all steps necessary to carry out the terms of the Purchase and Sale Agreement, including the execution of all documents necessary or required for closing. The Town Attorney is authorized to make such modifications, if any, to the Purchase and Sale Agreement as are advisable to assure clarity, consistency and protection of the Town’s interests.

Section 3: This Resolution shall be effective retroactively to August 18, 2023.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of September, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Northern Colorado Real Estate
8 South Parish
Johnstown, CO 80534
Phone: (970)587-2220 Fax: (970)587-2202

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
[X Property with No Residences]
[] Property with Residences-Residential Addendum Attached

Date: August 18, 2023

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer: Town of Johnstown, (Buyer) will take title to the Property described below as [] Joint Tenants [] Tenants In Common [X] Other Severalty.
2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. Seller: Centennial Ridge LLC (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Weld, Colorado:
(insert legal description):

25668 PT SE4SE4 1 4 68 BEG SE C OR SEC W165ft N125ft E165ft S125ft T O BEG EXC UPRR RES

known as No. 23019 County Road 13 Johnstown CO 80534
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:
Any and all rights relating to the property

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Encumbered Inclusions. Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

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2.5.3. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.4. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

2.6. Exclusions. The following items are excluded (Exclusions):

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

any water rights and/or taps associated with the property.

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

Any associated with property

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline.**

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

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Item #5.

103 3. DATES, DEADLINES AND APPLICABILITY.

104 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>6pm MST</i>
2	§ 4	Alternative Earnest Money Deadline	<i>MEC + 5</i>
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>August 25, 2023</i>
4	§ 8	Record Title Objection Deadline	<i>September 15, 2023</i>
5	§ 8	Off-Record Title Deadline	<i>August 31, 2023</i>
6	§ 8	Off-Record Title Objection Deadline	<i>September 19, 2023</i>
7	§ 8	Title Resolution Deadline	<i>September 22, 2023</i>
8	§ 8	Third Party Right to Purchase/Approve Deadline	
		Owners' Association	
9	§ 7	Association Documents Deadline	
10	§ 7	Association Documents Termination Deadline	
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	
		Loan and Credit	
13	§ 5	New Loan Application Deadline	
14	§ 5	New Loan Terms Deadline	
15	§ 5	New Loan Availability Deadline	
16	§ 5	Buyer's Credit Information Deadline	
17	§ 5	Disapproval of Buyer's Credit Information Deadline	
18	§ 5	Existing Loan Deadline	
19	§ 5	Existing Loan Termination Deadline	
20	§ 5	Loan Transfer Approval Deadline	
21	§ 4	Seller or Private Financing Deadline	
		Appraisal	
22	§ 6	Appraisal Deadline	
23	§ 6	Appraisal Objection Deadline	
24	§ 6	Appraisal Resolution Deadline	
		Survey	
25	§ 9	New ILC or New Survey Deadline	
26	§ 9	New ILC or New Survey Objection Deadline	
27	§ 9	New ILC or New Survey Resolution Deadline	
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	<i>September 18, 2023</i>
31	§ 10	Inspection Objection Deadline	<i>September 15, 2023</i>
32	§ 10	Inspection Resolution Deadline	<i>September 18, 2023</i>
33	§ 10	Property Insurance Termination Deadline	
34	§ 10	Due Diligence Documents Delivery Deadline	<i>August 24, 2023</i>
35	§ 10	Due Diligence Documents Objection Deadline	<i>September 15, 2023</i>
36	§ 10	Due Diligence Documents Resolution Deadline	<i>September 18, 2023</i>
37	§ 10	Environmental Inspection Termination Deadline	
38	§ 10	ADA Evaluation Termination Deadline	

39	§ 10	Conditional Sale Deadline		Item #5.
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)		
41	§ 11	Estoppel Statements Deadline		
42	§ 11	Estoppel Statements Termination Deadline		
		Closing and Possession		
43	§ 12	Closing Date	<i>September 27, 2023</i>	
44	§ 17	Possession Date	<i>Delivery of Deed</i>	
45	§ 17	Possession Time	<i>Delivery of Deed</i>	
46	§ 27	Acceptance Deadline Date	<i>August 21, 2023</i>	
47	§ 27	Acceptance Deadline Time	<i>12pm MST</i>	

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
 106 or the word “Deleted”, such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
 107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
 108 “None”, such provision means that “None” applies.

109 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
 110 abbreviation “N/A” as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
 113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
 114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
 115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
 116 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
 118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
 120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
 121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$	<i>170,000.00</i>
2	§ 4.3	Earnest Money		\$ <i>5,000.00</i>
3	§ 4.5	New Loan		\$
4	§ 4.6	Assumption Balance		\$
5	§ 4.7	Private Financing		\$
6	§ 4.7	Seller Financing		\$
7				
8				
9	§ 4.4	Cash at Closing		\$ <i>165,000.00</i>
10		TOTAL	\$	<i>170,000.00</i> \$ <i>170,000.00</i>

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$_____ (Seller Concession). The Seller
 125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
 126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
 127 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
 128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
 129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a *check or wire*, will be

131 payable to and held by **Chicago Title - Loveland** (Earnest Money Holder), in its trust account, on behalf of
 132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
 133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
 134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
 135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
 136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
 137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
 139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
 141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
 142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
 143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
 144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
 145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
 146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
 147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
 149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
 150 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
 152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
 153 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 **4.4. Form of Funds; Time of Payment; Available Funds.**

155 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
 156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
 157 check, savings and loan teller's check and cashier's check (Good Funds).

158 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
 159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
 160 NONPAYING PARTY WILL BE IN DEFAULT**.

161 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does** **Does Not** have
 162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 **4.5. New Loan.** *OMITTED AS INAPPLICABLE.*

171 **4.6. Assumption.** *OMITTED AS INAPPLICABLE.*

184 **4.7. Seller or Private Financing.** *OMITTED AS INAPPLICABLE.*

TRANSACTION PROVISIONS

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
 203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
 204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 **5.2. New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
 208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
 209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
 210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
 212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
 213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan
 214 Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
 215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
 216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**

217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BU**
 218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
 219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
 221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
 222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
 223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
 224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
 225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
 226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
 227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
 228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
 230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
 231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
 232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
 233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
 234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
 235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
 236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
 237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
 240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
 241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
 242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
 244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
 246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
 247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
 251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
 253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
 254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
 255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
 257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
 258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
 259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
 260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
 261 satisfaction of the Lender Requirements is waived in writing by Buyer.

262 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by **Buyer**
 263 **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
 264 agent or all three.

265 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
 266 Communities and subject to one or more declarations (Association).

267 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON**
 268 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
 269 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
 270 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
 271 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**

272 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESS**
 273 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
 274 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
 275 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
 276 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
 277 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
 278 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
 279 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
 280 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
 281 **ASSOCIATION.**

282 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
 283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
 284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
 285 of the Association Documents, regardless of who provides such documents.

286 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

287 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
 288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
 289 C.R.S.;

290 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
 291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
 292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
 293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
 295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
 296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
 297 (Association Insurance Documents);

298 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
 299 disclosed in the Association's last Annual Disclosure;

300 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
 301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
 302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
 303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
 304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
 305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
 306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
 307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
 308 7.3.5., collectively, Financial Documents);

309 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
 310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
 311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
 312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
 313 elements or limited common elements of the Association property.

314 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
 315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
 316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
 317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
 318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
 319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
 320 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
 321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
 322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title.**

325 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
 326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
 327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,

328 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to
 329 and delivered to Buyer as soon as practicable at or after Closing.

330 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
 332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
 333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
 335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
 336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
 337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
 338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
 339 **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.
 340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
 342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
 343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
 345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
 346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
 347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
 349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
 350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
 351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
 353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
 355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
 356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
 357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
 358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
 359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
 360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
 361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
 362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
 363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
 364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
 365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
 366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
 367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
 371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
 372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
 373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
 374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
 375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**
 376 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
 377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice
 378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
 379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
 380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
 381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
 383 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
 384 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**

385 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
 386 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
 387 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
 388 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
 389 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
 390 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
 391 **RECORDER, OR THE COUNTY ASSESSOR.**

392 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
 393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
 394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
 395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
 396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
 397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
 398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
 399 or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
 400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
 401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
 402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
 404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
 405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
 406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
 407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
 409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
 410 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
 412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
 413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
 414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
 420 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
 421 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
 422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
 424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 429 laws and governmental regulations concerning land use, development and environmental matters.

430 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
 431 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
 432 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
 433 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
 434 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
 435 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
 436 **GAS OR WATER.**

437 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
 438 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
 439 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
 440 **RECORDER.**

441 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**

442 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION,**
 443 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
 444 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

445 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
 446 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
 447 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
 448 **AND GAS CONSERVATION COMMISSION.**

449 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
 450 not covered by the owner's title insurance policy.

451 **8.9. Mineral Rights Review.** Buyer Does Does Not have a Right to Terminate if examination of the Mineral
 452 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

453 **9. NEW ILC, NEW SURVEY.**

454 **9.1. New ILC or New Survey.** If the box is checked, (1) **New Improvement Location Certificate (New ILC);** or, (2)
 455 **New Survey** in the form of _____; is required and the following will apply:

456 **9.1.1. Ordering of New ILC or New Survey.** **Seller** **Buyer** will order the New ILC or New Survey. The
 457 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
 458 after the date of this Contract.

459 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
 460 Closing, by: **Seller** **Buyer** or:

461
 462
 463 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
 464 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
 465 **ILC or New Survey Deadline.**

466 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
 467 all those who are to receive the New ILC or New Survey.

468 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
 469 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
 470 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
 471 Seller incurring any cost for the same.

472 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
 473 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
 474 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

475 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

476 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
 477 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

478 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
 479 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
 480 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
 481 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
 482 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE SOURCE OF**
 485 **WATER.**

486 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
 487 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
 488 to Seller's actual knowledge and current as of the date of this Contract.

489 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
 490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
 491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
 492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
 493 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
 494 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections

496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense
 497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
 498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
 499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
 500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
 501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
 502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
 504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
 505 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
 506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
 508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
 510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
 511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
 512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
 513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
 514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
 516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
 517 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
 518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
 519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
 520 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
 521 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
 522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
 523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
 525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
 526 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

527 **10.6. Due Diligence.**

528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
 529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
 530 **Deadline**:

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
 532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
 533 are as follows (Leases):

534
 535
 536 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
 537 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
 538 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the Seller's obligations
 539 under such leases for the Leased Items (§ 2.5.4., Leased Items).

540
 541 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
 542 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
 543 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will
 544 **Not** assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).

545
 546 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
 547 of the following:

548 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
 549 Property;

550 **10.6.1.4.2.** Property tax bills for the last _____ years;

551 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including

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552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy
 553 extent now available;

554 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;

555 **10.6.1.4.5.** Operating statements for the past _____ years;

556 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;

557 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but
 558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

559 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which
 560 have been made for the past _____ years;

561 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
 562 not delivered earlier under § 8.3.);

563 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
 564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
 565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
 566 reports are in Seller’s possession or known to Seller, Seller warrants that no such reports are in Seller’s possession or known to
 567 Seller;

568 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the
 569 compliance of the Property with said Act;

570 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
 571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
 572 authorizations, if any; and

573 **10.6.1.4.13.** Other:

574 *Any documentation that seller has in their possession
 or knowledge of, including but not limited to: any surveys, soil reports,
 environmental
 reports, zoning documents, entitlement documents, leases, etc. Buyer reserves
 the right to perform any due diligence buyer deems necessary and shall be granted
 access to site to perform. Any and all due diligence documents or investigations
 shall be subject to the Due Diligence Documents Deadlines.*

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576
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580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer’s sole subjective
 582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents
 Resolution Deadline** unless Seller receives Buyer’s written withdrawal of the Due Diligence Documents Objection before such
 590 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

591 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection
 Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 594 the Property, in Buyer’s sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
 596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. **Seller** **Buyer** will order or provide
 597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
 598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
 599 at the expense of **Seller** **Buyer** (Environmental Inspection). In addition, Buyer, at Buyer’s expense, may also conduct an
 600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
 601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller’s and Seller’s
 602 tenants’ business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Envir**
 604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
 605 Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the
 606 **Closing Date** will be extended a like period of time. In such event, **Seller** **Buyer** must pay the cost for such Phase II
 607 Environmental Site Assessment.

608 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the
 609 Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
 610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
 611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any
 613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
 615 owned by Buyer and commonly known as _____. Buyer has
 616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale**
 617 **Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
 618 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this
 619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer **Does** **Does Not**
 621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
 622 the Property. There is **No Well**. Buyer **Does** **Does Not** acknowledge receipt of a copy of the current well permit.
 623 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
 624 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
 625 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
 627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
 628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
 629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
 630 or delayed.

631 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

632 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]**

633 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]**

634 11. TENANT ESTOPPEL STATEMENTS.

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
 636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
 637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
 638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
 641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
 646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
 648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
 649 required § 11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel**
 651 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
 652 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
 653 waive any unsatisfactory Estoppel Statement.

654 CLOSING PROVISIONS

655 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable

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657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If B
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
663 this Contract.

664 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by *mutual agreement*.

667 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).

672 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
674 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
675 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in § 38-30-113(5)(a), C.R.S.

679 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
684 **WITHHOLDING.**

685 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by Buyer Seller
688 One-Half by Buyer and One-Half by Seller Other _____.

689 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
693 Seller One-Half by Buyer and One-Half by Seller N/A.

694 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
695 and One-Half by Seller N/A.

696 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

699 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
700 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

701 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
702 Buyer and One-Half by Seller N/A.

703 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
704 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

705 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
707 One-Half by Buyer and One-Half by Seller N/A.

708 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$ _____ for:

710 Water Stock/Certificates Water District

711 Augmentation Membership Small Domestic Water Company _____
 712 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

713 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
 714 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

715 **15.9. FIRPTA and Colorado Withholding.**

716 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
 717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
 718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
 719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
 720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
 721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
 722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
 723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
 725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
 726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
 727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
 728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
 732 for the year of Closing, based on Taxes for the Calendar Year Immediately Preceding Closing Most Recent Mill Levy
 733 and Most Recent Assessed Valuation, Other _____.

734 **16.1.2. Rents.** Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit
 735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
 736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan, and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
 740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
 741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
 742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
 743 assessment assessed prior to **Closing Date** by the Association will be the obligation of Buyer Seller. Except however, any
 744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
 745 assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
 746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
 747 _____ Association Assessments are subject to change as provided in the Governing Documents.

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
 749 subject to the Leases as set forth in § 10.6.1.1.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
 751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
 752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
 755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
 756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
 758 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
 759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
 760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
 761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
 762 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
 763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
 764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received

765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired p Item #5.
 766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
 767 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
 768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
 769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
 771 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
 772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
 773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
 774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
 775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
 776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
 777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
 778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
 779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
 781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
 782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
 783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
 784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
 785 of the Property or Inclusions but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
 787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
 790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
 791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
 793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
 794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
 795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
 796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
 797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
 798 be complied with.

800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
 801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
 802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
 803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
 806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
 807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
 808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked.** Seller may
 810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
 811 the Earnest Money specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
 812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
 813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
 816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
 817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
 818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
 819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to

821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replac
 822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
 823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
 824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
 826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
 827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
 829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
 830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
 834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
 835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
 836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
 855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
 868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
 869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
 870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or *DocuSign*.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address

Item #5.

872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to acc
873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
879 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 *Buyer reserves the right, not the obligation, to close early if buyer deems
all due diligence is complete and satisfactory.*

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891
892
893
894
895
896
897
898
899

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:

902
903
904

905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:

906
907
908

909 **SIGNATURES**

910

Buyer's Name: *Town of Johnstown*

DocuSigned by:

Matthew S LeCerf

8/18/2023

Buyer's Signature *Matthew S LeCerf*

Date

Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

911 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name: *Centennial Ridge LLC*

 Seller's Signature _____ Date
 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

 Seller's Signature _____ Date
 Address: _____

 Phone No.: _____
 Fax No.: _____
 Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working with Buyer

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this

provision.

Brokerage Firm's Name: Northern Colorado Real Estate
Brokerage Firm's License #: _____
Broker's Name: Stephen Jensen
Broker's License #: EA100045225

DocuSigned by:  8/18/2023
0351AE5701084E5...
Broker's Signature: _____ Date

Address: 8 South Parish
Johnstown, CO 80534
Phone No.: 970-405-9900
Fax No.: _____
Email Address: stevej@sellno.com

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other**_____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: Northern Colorado Real Estate
Brokerage Firm's License #: _____
Broker's Name: Shane Durben
Broker's License #: 40015781

Broker's Signature: _____ Date

Address: 8 South Parish
Johnstown, CO 80534
Phone No.: _____
Fax No.: _____
Email Address: _____



Northern Colorado Real Estate
8 South Parish
Johnstown, CO 80534
Phone: (970)587-2220 Fax: (970)587-2202

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CP40-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

COUNTERPROPOSAL

Date: August 23, 2023

1. This Counterproposal supersedes and replaces any previous counterproposal. This Counterproposal amends the proposed contract dated August 18, 2023 (Contract), between Centennial Ridge LLC (Seller), and Town of Johnstown (Buyer), relating to the sale and purchase of the following legally described real estate in the County of Weld, Colorado (insert legal description):

25668 PT SE4SE4 1 4 68 BEG SE C OR SEC W165ft N125ft E165ft S125ft T O BEG EXC UPRR RES

known as No. 23019 County Road 13 Johnstown CO 80534 (Property).
Street Address City State Zip

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3. DATES AND DEADLINES. Omitted

3. § 4. PURCHASE PRICE AND TERMS. Omitted

4. ATTACHMENTS. The following are a part of this Counterproposal:

Note: The following documents have been provided but are not a part of this Counterproposal.

5. OTHER CHANGES.

Execution of this document will revive the previous contract dated 08/18/2023.

Purchase price will be \$190,000.00
All other conditions to contract shall remain.

6. ACCEPTANCE DEADLINE. This Counterproposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before

August 24, 2023 12pm mst
Date Time

If accepted, the Contract, as amended by this Counterproposal, will become a contract between Seller and Buyer. All other terms

47 and conditions of the Contract remain the same.

48

Buyer's Name: *Town of Johnstown*

DocuSigned by:

Matthew S LeCerb

B935DCC024D9400...

8/23/2023
8/23/2023

Buyer's Signature: **Matthew S LeCerb**

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

Seller's Name: *Central Ridge LLC*

Daniel A. Robson

38929C78113E4F5...

8/23/2023

Seller's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

49 **Note:** When this Counterproposal form is used, the Contract is **not** to be signed by the party initiating this Counterproposal.
50 Brokers must complete and sign the Broker's Acknowledgements and Compensation Disclosure portion of the Contract.

51



Town of Johnstown

Item #6.

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 18, 2023
- SUBJECT:** RFP Award for Johnstown Annual Pavement Maintenance Program, Phase II
- ACTION PROPOSED:** Approval of a Contract with Asphalt Specialties, Co., Inc. for Phase II of the 2023 Pavement Maintenance Program
- ATTACHMENTS:**
- 1. Maps Depicting Pavement Rehab Program Phase II Request for Proposals (RFP)
 - 2. Asphalt Specialties Proposal
 - 3. Professional Services Agreement Contract
- PRESENTED BY:** Jason Elkins, Public Works Director
-

AGENDA ITEM DESCRIPTION:

The Public Works Department (PWD) is continuing with the Pavement Maintenance Program for 2023 and will separate this work into two phases: Phase I and Phase II. Phase I was awarded by the Council on August 21, 2023. PWD is requesting Council to consider awarding Phase II to Asphalt Specialties to perform asphalt patching throughout the Town’s transportation network. The patching program consists of 2,834 square yards (SY) of 5” and 6” asphalt patching and 3,292 SY of 4” overlay. For this RFP, patching was grouped into 7 different areas, as described below and identified in detail in the RFP. This project was publicly bid and was on par with PWD’s estimated costs. The areas selected are based on the 2020 roadway condition study which graded the roads based on condition, PWD Staff inspections, and resident feedback. The 7 areas are described below and the attached maps:

- 1. Area 1 – The Landings
- 2. Area 2 – Pioneer Ridge
- 3. Area 3 – Johnstown Farms
- 4. Area 4 – Old Town
- 5. Area 5 – Country Acres
- 6. Area 6 – LCR 3 (High Plains Blvd)
- 7. Area 7 – WCR 13 (Colorado Blvd)

The Community That Cares

johnstown.colorado.gov

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

For Phase II, the Town issued an RFP and received 2 responses detailed below:

Contractor	Total Bid Price
Martin Marietta Materials	\$699,309.00
Asphalt Specialties Co.	\$558,332.65

After careful review of each of the responses, Staff recommends awarding the bid to Asphalt Specialties as the low bid.

The scope of work in Phase II includes the 4” overlay of the existing High Plains Blvd. (HPB) from Ronald Reagan Blvd. to Highway 34 at a cost of \$95,131.05 (included in the \$558,332.65 bid price). This section of roadway was previously approved by Council in Phase I, but the selected contractor did not have the proper equipment to complete the dirt road section and was unable to perform this work. PWD Staff included this section of HPB in the Phase II RFP to receive competitive bids and to ensure this work would be completed before the first snowfall. As Council is aware, the Town intends to reroute this roadway to the east. Placing this interim improvement onto HPB would allow for the road to continue to operate effectively while we design and plan this construction. It would also eliminate the need for the Town to deploy our grader to this location for regular weekly maintenance. It is estimated the roadway improvements would be sufficient for about 3 years.

Funding for the Pavement Maintenance Program was approved for FY 2023 at a total of \$1.1MM. For Phase I approved in August, the total project cost is \$976,551.45 which includes the base bid of \$642,208.55 and the addition of HPB north of Highway 60 at a total cost of \$334,342.90. Based on both Phase I and Phase II total costs, the FY 2023 Pavement Maintenance Program budget is proposed to be \$1,534,884.10 as shown in the table below. Staff would also request an allocation \$30,000 which is roughly 2% for quantity adjustments for the project.

Pavement Scoping Phase	Cost
Phase I – PMP (with addition)	\$976,551.45
Phase II – Patching	\$558,332.65
Total	\$1,534,884.10

LEGAL ADVICE:

The Town Attorney has reviewed and accepted the language in the Town’s Professional Services Agreement to be utilized for contract execution.

FINANCIAL ADVICE:

Total funding requested for both Phase I and II will total \$1,534,884.10 and may necessitate a budget amendment at the end of the year. The initial FY 2023 allocation for the Pavement Maintenance Program is \$1.1MM.

The Community That Cares

johnstown.colorado.gov

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

RECOMMENDED ACTION: Staff recommends awarding the contract for the 2023 Pavement Maintenance Program, Phase II to Asphalt Specialties, Co., Inc.

SUGGESTED MOTIONS:

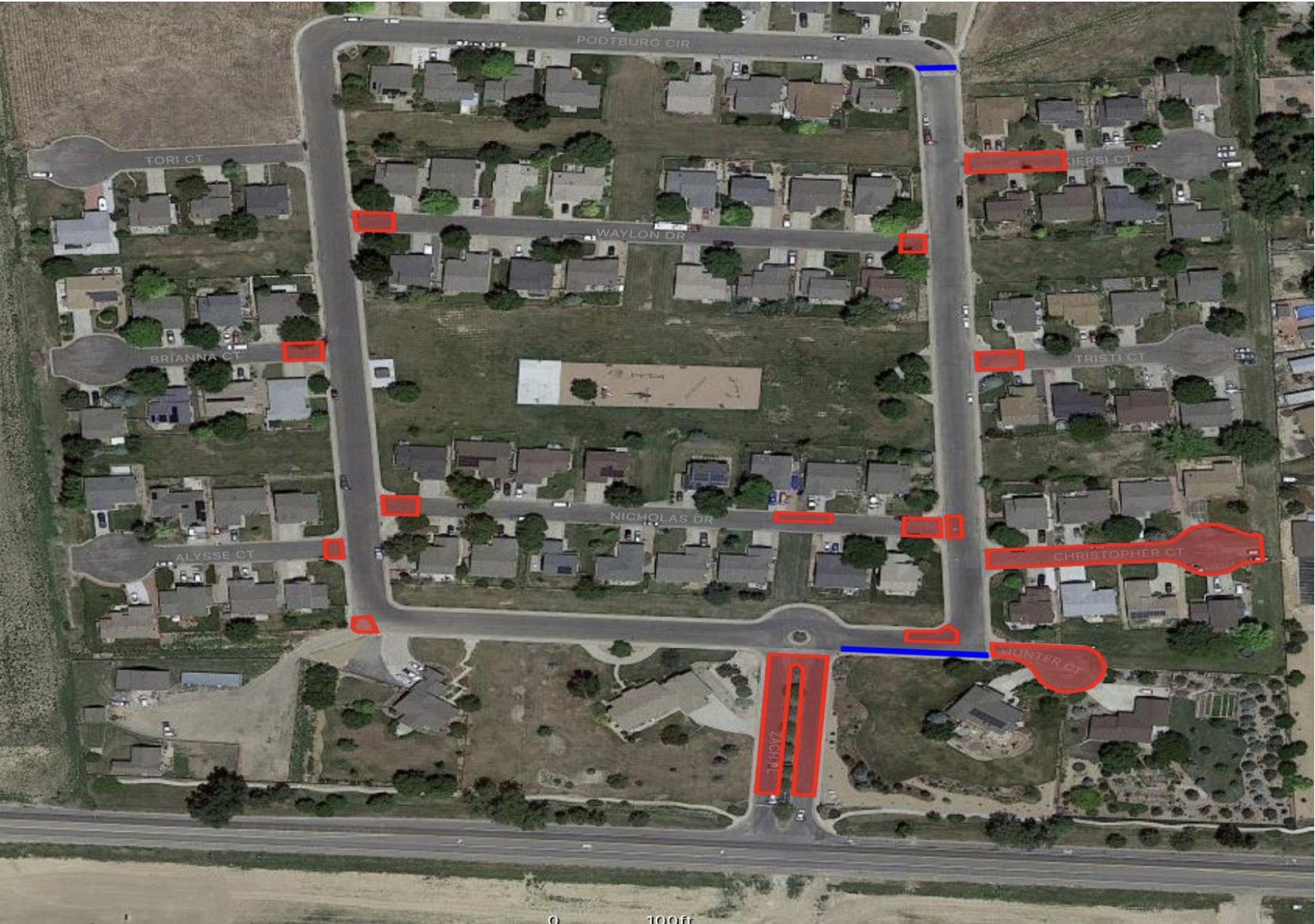
For Approval: I move to approve the Phase II Pavement Maintenance Program to include \$30,000 in contingency for both Phase I and Phase II pavement quantity adjustments in the field only and authorize the Town Manager to execute the contract.

For Denial: I move to deny the Phase II Pavement Maintenance Program as presented.

Reviewed and Approved for Presentation,

Town Manager

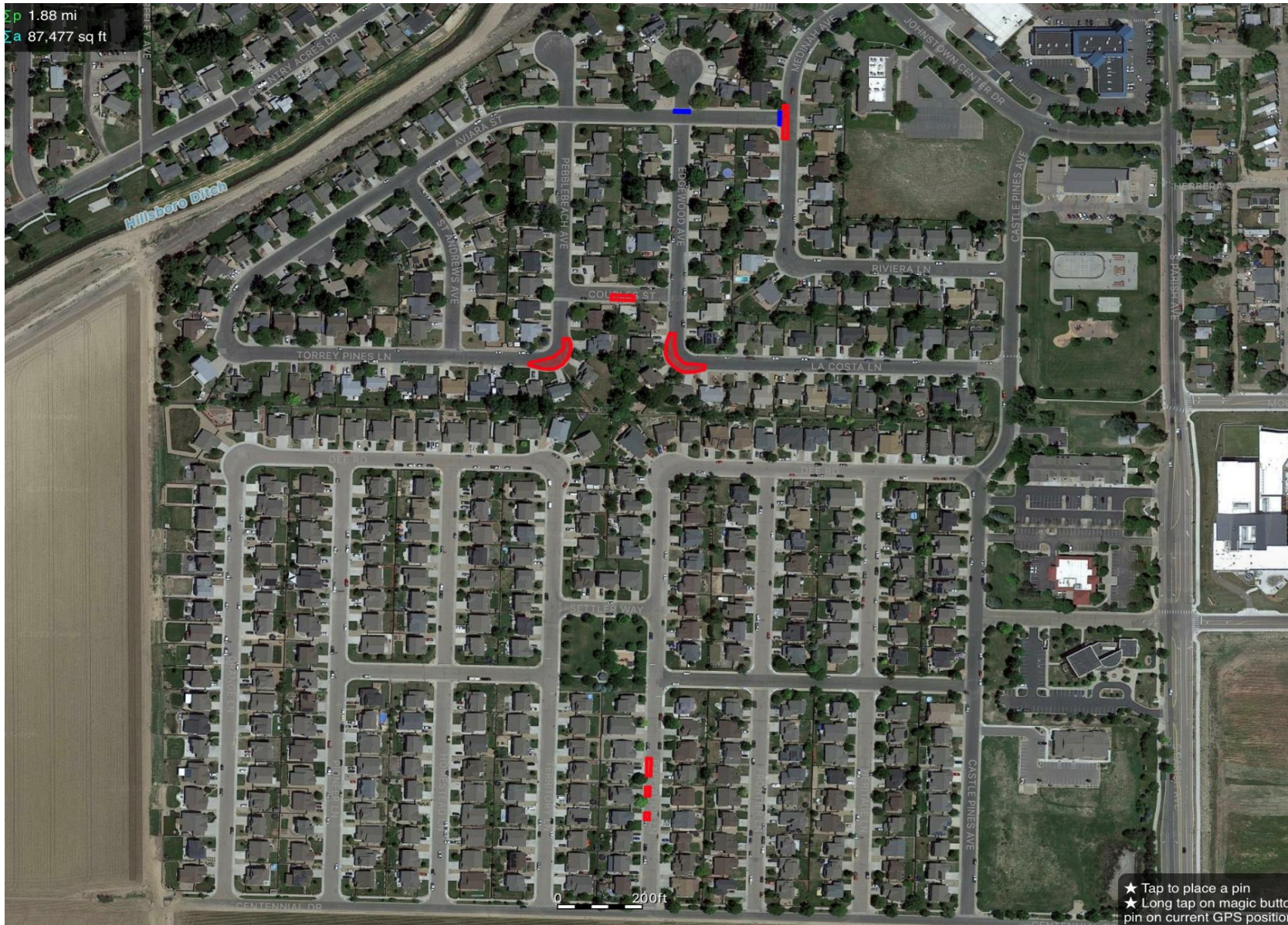
Area 1 - The Landings



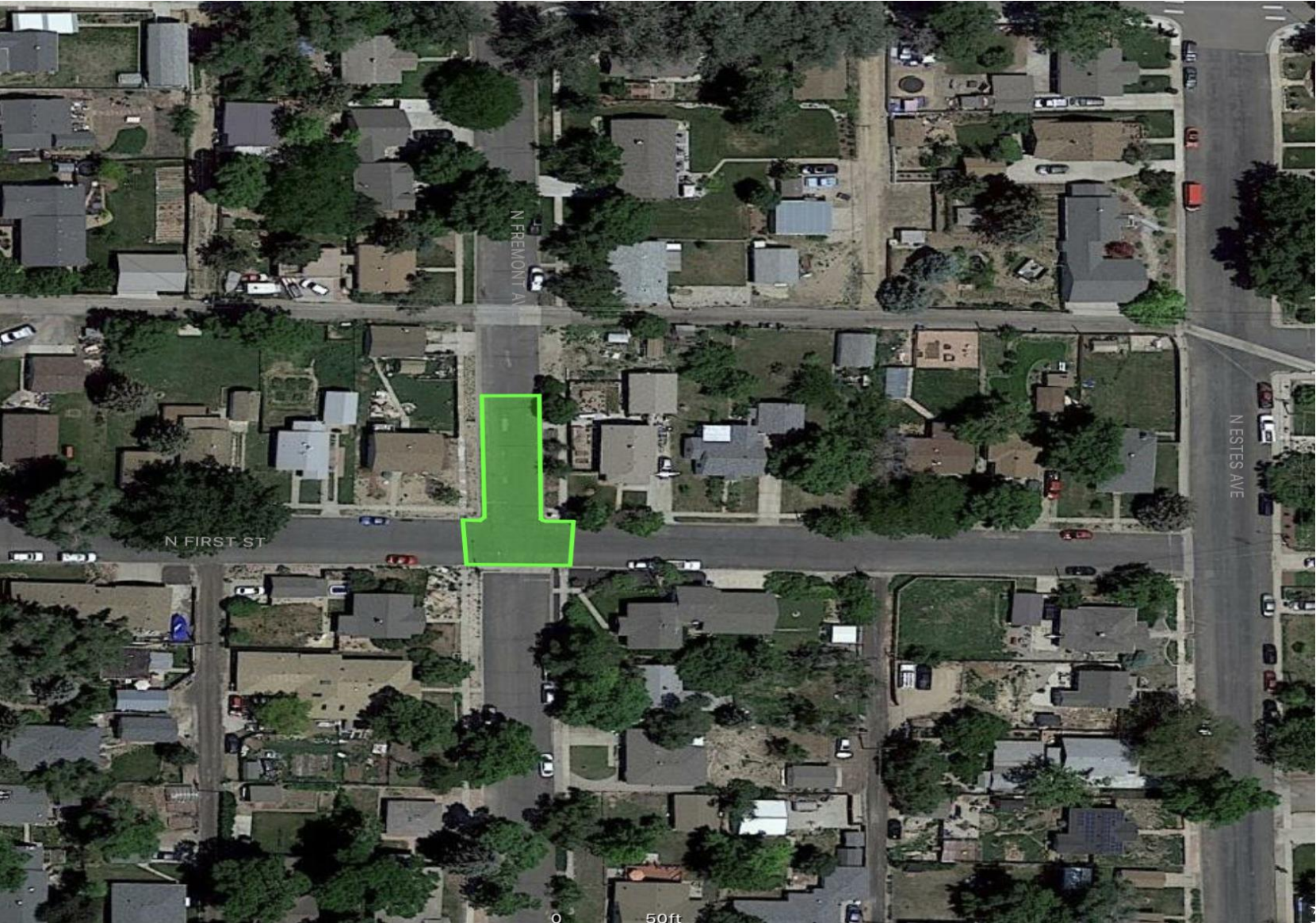
Area 2 - Pioneer Ridge



Area 3 - Johnstown Farms



Area 4 - Old Town



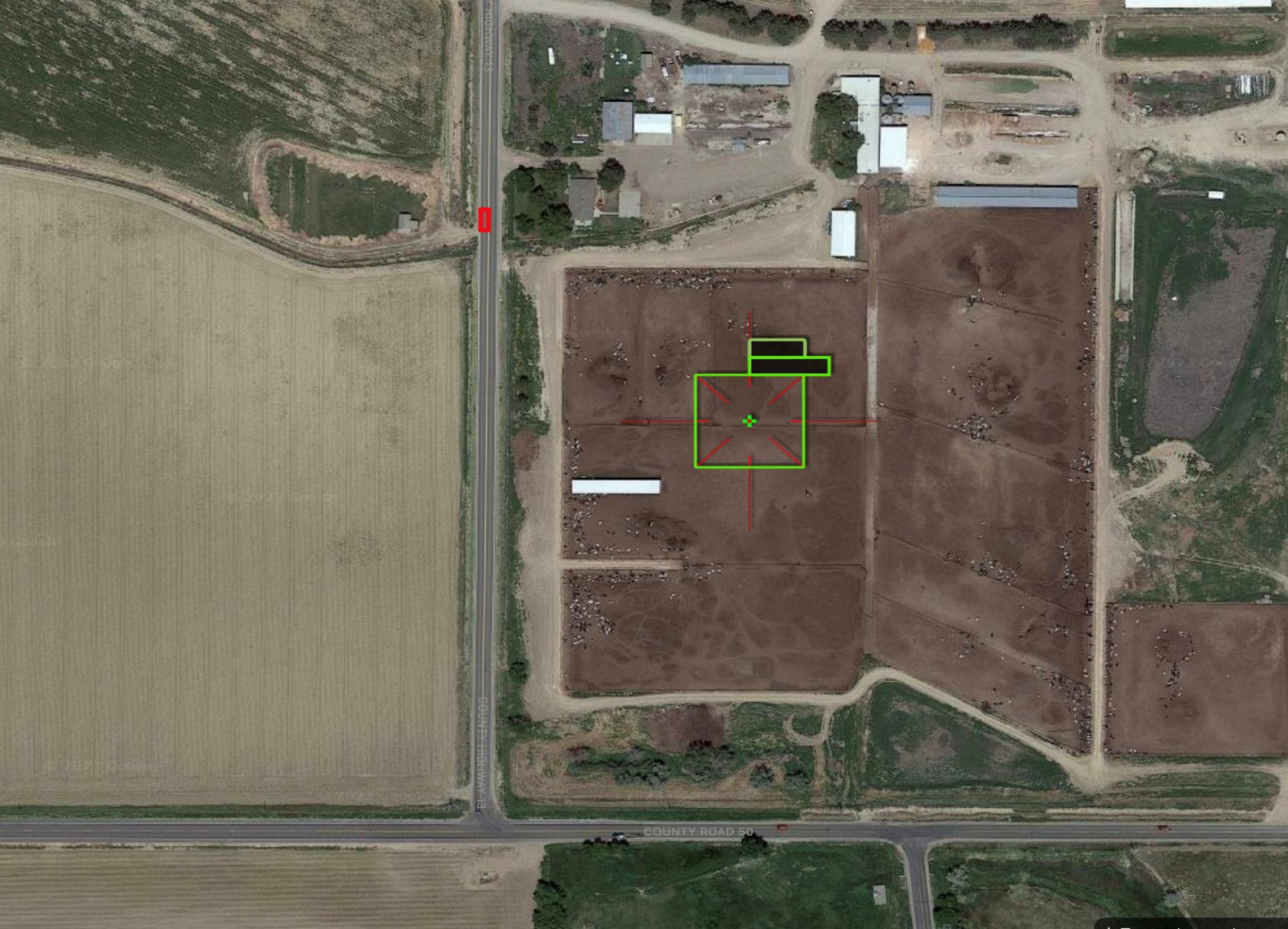
Area 5 - Country Acres



Area 6 - LCR 3 (High Plains Blvd)



Area 7 - WCR 13 (Colorado Blvd)



ASPHALT



SPECIALTIES CO.

10100 Dallas Street • Henderson, CO 80640 • (303) 289-8555 • Fax: (303) 289-7707

August 31, 2023

Town of Johnstown
450 South Parish Avenue
Johnstown, Colorado 80534

RE: TOJ2023RPATCH

Dear Town of Johnstown,

Asphalt Specialties Company Inc. was established as a Colorado Corporation in 1992. Initially our focus was on patching and small paving projects, but soon grew into a full service contractor, providing asphalt, concrete, structure, earthmoving, and utility services for Colorado Department of Transportation, Commercial and Residential Developers, Municipal and County Agencies, Airports, and General Building Contractors throughout the Denver-Boulder metro area.

We currently have a main office located in Henderson, Co. with plant facilities in Adams County and Weld County and shop facilities in Weld County. We also have gravel pits located in Weld and Adams County that are capable of producing virgin road base as well as recycled base and also provide dump facilities to our forces and local contractors around the Denver area.

Our staff consists of 110 full time employees and grows to 268 total employees once our seasonal employees are added on to accommodate the typical summer construction industry here in Colorado.

We consider ourselves a multifaceted roadbuilder and paving contractor and have the experience to perform projects large or small requiring intricate scheduling.

We are excited for the opportunity to bid your Annual Pavement Rehab Program and hope to be the successful contractor.

Sincerely,

Asphalt Specialties Company Inc.

Lawrence M. Olson

Lawrence M. Olson
Vice President

Area 1 - The Landings					
Red areas are greater then 10' wide and Blue areas are less than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$13,046.40	\$ 13,046.40	-
Red areas - remove existing material to a depth of 5" and haul offsite	SY	3,633	\$6.50	\$23,614.50	-
Red areas - place two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	1,054	\$146.75	\$ 154,674.50	-
Blue areas - remove existing material to a depth of 5" and haul offsite	SY	63	\$20.90	\$ 1,316.70	-
Blue areas - place two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	18	\$350.00	\$ 6,300.00	-
Traffic Control and door hangers	LS	1	\$26,277.25	\$ 26,277.25	-
Area 1 - Total Bid				\$ 225,229.35	-

Area 2 - Pioneer Ridge					
Red areas are greater than 10' wide and Blue areas are less than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$8,552.50	\$ 8,552.50	-
Red areas - remove existing material to a depth of 6" and haul offsite	SY	843	\$9.45	\$ 7,966.35	-
Red areas - place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	334	\$152.60	\$ 50,968.40	-
Blue areas - remove existing material to a depth of 6" and haul offsite	SY	117	\$26.10	\$ 3,053.70	-
Blue areas - place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	41	\$355.25	\$ 14,565.25	-
Traffic Control and door hangers	LS	1	\$9,440.60	\$ 9,440.60	-
Area 2 - Total Bid				\$ 94,546.80	-

Area 3 - Johnstown Farms					
Red areas are greater than 10' wide and Blue areas are less than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$6,305.55	\$ 6,305.55	-
Red areas - remove existing material to a depth of 5" and haul offsite	SY	663	\$9.10	\$ 6,033.30	-
Red areas - place 5" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	192	\$182.90	\$ 35,116.80	-
Blue areas - remove existing material to a depth of 5" and haul offsite	SY	12	\$10.45	\$ 125.40	-
Blue Areas - place 5" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	4	\$182.90	\$ 731.60	-
Traffic Control and door hangers	LS	1	\$5,525.15	\$ 5,525.15	-
Area 3 - Total Bid				\$ 53,837.80	-

Area 4 - Old Town					
Red areas are greater than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$5,182.10	\$ 5,182.10	-
Red areas - remove existing material to a depth of 6" and haul offsite	SY	511	\$4.90	\$ 2,503.90	-
Red areas - place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	148	\$125.20	\$ 18,529.60	-
Traffic Control and door hangers	LS	1	\$3,513.75	\$ 3,513.75	-
Area 4 - Total Bid				\$ 29,729.35	-

Area 5 - Country Acres					
Blue areas are less than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$4,276.25	\$ 4,276.25	-
Blue areas - remove existing material to a depth of 6" and haul offsite	SY	242	\$20.65	\$ 4,997.30	-
Blue Areas - place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	84	\$295.40	\$ 24,813.60	-
Traffic Control and door hangers	LS	1	\$5,024.35	\$ 5,024.35	-
Area 5 - Total Bid				\$ 39,111.50	-

Area 6 - CR 3					
Remove existing base course and reserve enough material approximately 110 ton for 2' wide shoulders on each side. The additional base course can be hauled to our location south of site on CR 3 1.8 miles. Place 4" HMA.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$6,730.35	\$ 6,730.35	-
Remove existing base course and reserve enough material approximately 110 ton for 2' wide shoulders on each side.	SY	3,292	\$2.35	\$ 7,736.20	-
Place 4" one (1) lift of HMA (S)(75)(PG 64-22)	Ton	764	\$98.05	\$ 74,910.20	-
Traffic Control	LS	1	\$5,754.30	\$ 5,754.30	-
Area 6 - Total Bid				\$ 95,131.05	-

Area 7 - CR 13					
Red areas are greater than 10' wide.					
Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE	
Mobilization	LS	1	\$3,152.75	\$ 3,152.75	-
Red area - remove existing material to a depth of 6" and haul offsite	SY	42	\$31.95	\$ 1,341.90	-
Red area - place 6" two (2) lifts of HMA (S)(75)(PG 64-22)	Ton	15	\$415.30	\$ 6,229.50	-
Option for unsuitable subgrade - remove and place recycled concrete class 6 base course.	Ton	28	\$252.90	\$ 7,081.20	-
Traffic Control	LS	1	\$2,941.45	\$ 2,941.45	-
Area 7 - Total Bid				\$ 20,746.80	-

Total Bid Price for All Areas			\$ 558,332.65	-
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Asphalt Specialties Co., Inc.
10100 Dallas St.
Henderson, CO 80640

SURETY:
(Name, legal status and principal place of business)

Great American Insurance Company
301 E Fourth Street
Cincinnati, OH 45202

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Town of Johnstown, Colorado
450 S. Parish Avenue
Johnstown, CO 80534

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)

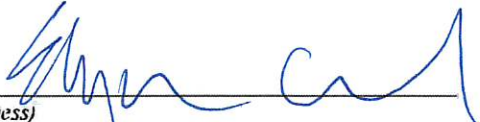
Town of Johnstown Annual Pavement Patching Program TOJ2023PATCH, Johnstown, CO

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be considered as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of August, 2023


(Witness)
Elizabeth Claflin - Secretary

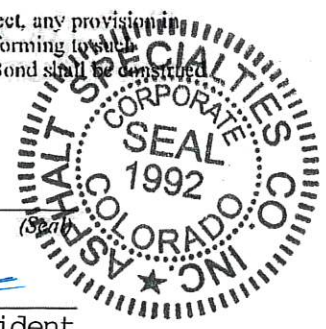

(Witness) Ashley Allen, Surety Witness

Asphalt Specialties Co., Inc.
(Principal)


(Title) Daniel W. Hunt - President

Great American Insurance Company
(Surety)


(Title) Jessica Jean Rini, Attorney-in-Fact



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 22111

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DONALD E. APPLEBY	MARK SWEIGART	ALL
TODD D. BENGFORD	JESSICA JEAN RINI	\$100,000,000
SARAH C. BROWN	MEGAN A. BROWN	
MARY ASHLEY ALLEN		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31ST day of MARCH 2023

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C. B.

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31ST day of MARCH, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 24th day of August, 2023



Atty L C. B.

Assistant Secretary

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2023 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Asphalt Specialties CO., 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. 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 November 15, 2023, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

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

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

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

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

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

B. Contractor shall procure and maintain the minimum insurance coverages

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

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

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR

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

Town, Contractor may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

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

TO THE TOWN:

Town of Johnstown
 Attn: Jason Elkins, Public Works Director
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534
 Email: jelkins@johnstownco.gov

TO CONTRACTOR:

Contractor Name: Asphalt Specialties, CO, Inc
 Contractor Address: 10100 Dallas Street
 Henderson, CO 80640

SECTION 8: MISCELLANEOUS

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

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, the financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

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

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

8.05 Amendment. This Agreement may not be amended or modified except by a

subsequent written instrument signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

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

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

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time, or otherwise available to the Town, its elected officials, employees or agents.

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

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

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

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

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

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with

respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Matt LeCerf, Town Manager

ASPHALT SPECIALTIES CO., INC.

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT A
SERVICES**



TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	September 18, 2023
SUBJECT:	Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis Award
ACTION PROPOSED:	Approval of a Contract with Alfred Benesch & Company for the Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis
ATTACHMENTS:	1. Benesch Proposal 2. Professional Services Agreement Contract
PRESENTED BY:	Jason Elkins, Public Works Director

AGENDA ITEM DESCRIPTION:

As Town Council is aware, the addition of Roosevelt High School has resulted in an increased volume of traffic along Colorado Boulevard. Future development will also trigger construction of Roosevelt Way to the east of Colorado Boulevard, creating a full traffic intersection and additional trips per day. Based on current development agreements in place with adjacent property owners, they are financially obligated for the design and construction costs associated with the intersection improvements.

In an effort to be proactive and feedback from both the community and Council, Town Staff has identified the intersection improvements of Colorado Blvd & Roosevelt Pkwy as a priority project. To meet these higher traffic volumes and increase public safety, Staff met with Alfred Benesch & Company to create a proposal that will provide engineering services to conduct a roadway and traffic design alternatives analysis and option report for the Colorado Blvd & Roosevelt Pkwy intersection. At the completion of this analysis, Town staff and Benesch will present the options and recommendations to Council for further direction.

The total fee for the proposed analysis is \$31,308. This analysis consists of:

1. Project Initiation
 - i. Meetings & Workshops
 - ii. Identification of Design Criteria
 - iii. Project Management
2. Alternatives Analysis
 - i. Conduct a Traffic Study

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- ii. Develop 20-Year Traffic Projections
- iii. Develop a Traffic Model
- iv. Develop Conceptual Horizontal Layout of Ultimate Colorado Blvd Roadway Alignment
- v. Develop Conceptual Layout of Two Intersection Alternatives: Signal and Roundabout
- vi. Develop Options Report
- vii. Presentation of Alternatives Analysis & Options Report to Johnstown

LEGAL ADVICE:

The Town Attorney has reviewed and accepted the language in the Town's Professional Services Agreement to be utilized for contract execution.

FINANCIAL ADVICE:

This contract may require a budget amendment to the Street and Alley Fund later in the year, as this item is unbudgeted in FY 2023.

RECOMMENDED ACTION: Staff recommends awarding the contract for the Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis to Alfred Benesch & Company.

SUGGESTED MOTIONS:

For Approval: I move to approve the Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis as presented and authorize the Town Manager to execute the contract.

For Denial: I move to deny the Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis as presented.

Reviewed and Approved for Presentation,

Town Manager

**ALFRED BENESCH & CO.
SCOPE OF WORK
COLORADO BLVD & ROOSEVELT PKWY INTERSECTION ALTERNATIVES**

INTRODUCTION

Alfred Benesch & Company (CONSULTANT) will provide engineering services included in this scope of work to the Town of Johnstown (OWNER). The CONSULTANT will provide roadway and traffic design for an alternatives analysis (Signal or Roundabout) and Option Report for Colorado Blvd / Roosevelt Pkwy in Johnstown.

PERFORMANCE PERIOD

It is assumed this scope of work will be completed by December 31, 2023.

ASSUMPTIONS

- Project will investigate alternatives (roundabout and signal) for intersection improvements at Colorado Blvd and Roosevelt Pkwy near the new Roosevelt High School.
- Designs will be based on Colorado Blvd's ultimate configuration from town development plans.
- Traffic modeling will be performed to determine alternatives and potential signal timing.
- Roundabout alternative will be based on CDOT Roadway Design Manual Chapter 9.
- Concept design for the ultimate intersection is included to determine pole locations or roundabout entries/exits.
- Traffic counts to be collected by All Traffic Data (ATD).

OWNER will be providing:

- Adjacent development plans
- High school anticipated attendance

Tasks by the CONSULTANT include the following:

1. PROJECT INITIATION AND CONTINUING REQUIREMENTS

As part of the project initiation and continuing requirements, CONSULTANT will perform the following:

- a. Initial Project Meetings. The CONSULTANT will conduct an internal project kick-off meeting in accordance with our quality management requirements. Select team members will attend an initial project meeting with CLIENT/OWNER.
- b. Progress Meetings. CONSULTANT will meet weekly. A total of 4 progress meetings **by video** are included in this scope of work. These progress meetings will be used to coordinate and track the work effort and resolve problems.
- c. Identify Design Criteria. Review and confirm design criteria.
- d. Project Management. The CONSULTANT PM will coordinate the work tasks being accomplished by the CONSULTANT to ensure project work completion stages are on schedule. Project staffing and assigning tasks, scheduling and invoicing are included within this task. Coordination with owner, project team and stakeholders on critical issues.

2. ALTERNATIVES ANALYSIS

- a. ATD will conduct a 13-hour existing traffic movement count at the intersection, this data will be collected on a day in which Roosevelt High School and Elwell Elementary School are in session (Monday-Thursday).

- b. Review existing data and proposed development plans.
- c. Develop future, 20-year, traffic projections for the intersection.
- d. Develop a traffic model to inform the alternatives analysis (Signal and Roundabout). The model will analyze existing conditions and future conditions based on projected volumes. Models will be constructed using Synchro 11, SimTraffic 11, and HCS 2022 software.
- e. Conceptual horizontal layout of ultimate Colorado Blvd roadway alignment, lanes, and sidewalks, based on available plans and Town standard typical sections.
- f. Conceptual layout of two intersection alternatives: Signal and Roundabout.
- g. The CONSULTANT will develop an Options Report comparing the two alternatives which will include a narrative, impacts associated with the alternatives, conceptual cost estimates and exhibits depicting them. Impacts will be based on publicly available utility and property data.
- h. Submit Options Report to the OWNER. CONSULTANT will develop a handout for the Town Council.
- i. The CONSULTANT will attend a Town Council meeting (if requested) and select a preferred alternative in consultation with the OWNER.
- j. Submit final report with the options and preferred alternative.

3. BENESCH EXCLUSIONS

The following are not included in Benesch's scope and their inclusion is subject to a change in scope, schedule and/or fee: Value Engineering workshops, environmental investigations, utility design, railroad coordination and submittals, structural design, geotechnical investigation, topographic survey, ROW plans, and permit applications. Preliminary and final design, plan sets, and bid documents will be subject to another task order following the selection of a preferred alternative.

Colorado Blvd / Roosevelt Pkwy Alternatives Analysis Design Fee

Item #7.

Town of Johnstown

8/30/2023	ALFRED BENESCH & CO.										
	Sabo	Kenny	Salek	Hebert	Olson	Moschovich					
	Senior Project Manager	Project Assisst II	Senior Project Manager	Designer II	Senior Project Manager	Project Manager I	Benesch Total Hours	Benesch Labor Fee	Benesch Mileage / ODC	Sub Consultants	Benesch Sub-Task Fees
Hourly Rates:	\$ 215	\$ 89	\$ 215	\$ 115	\$ 215	\$ 150					
Subs											
All Traffic Data										\$ 2,000	\$ 2,000
1) Project Management											
a) Initial Project Meetings						4	4	\$1,460	\$ 73		\$ 1,533
b) Progress Meetings						4	4	\$1,460			\$ 1,460
c) Identify Design Criteria				1			1	\$365			\$ 365
d) Project Management	3	3		1		12		\$3,707			\$ 3,707
2) Alternatives Analysis											
a) Traffic Counts							1	\$150			\$ 150
b) Review Existing Data							4	\$600			\$ 600
c) Traffic Projections							2	\$300			\$ 300
d) Traffic Modeling				2		16	18	\$2,630			\$ 2,630
e) Colorado Ultimate Layout				4	4	6	8	\$3,810			\$ 3,810
f) Alternatives Layout				2	8	3	32	\$6,795			\$ 6,795
g) Options Report				2	4	3	16	\$3,935			\$ 3,935
h) Submittal						2	4	\$1,030			\$ 1,030
i) Town Council Meeting						4	4	\$1,460	\$ 73		\$ 1,533
j) Final Report				2		2	4	\$1,460			\$ 1,460
Subtotal	3	3	12	18	40	100	176	\$ 29,162	\$ 146	\$ 2,000	\$ 31,308

TOTAL FEE \$ 31,308

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 2023 (the “Effective Date”) by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the “Town”) and Alfred Benesch & Company, a Colorado corporation service company (“Consultant”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Town desires to engage the services of Consultant and Consultant 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 Consultant. Consultant is a private, independent business entity who will exercise discretion and judgment of an independent consultant in the performance and exercise of its rights and obligations under this Agreement.

SECTION 2: SERVICES, COMPENSATION AND TERM

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

2.02 Compensation. In consideration of Consultant’s performance of the Services contemplated herein, the Town agrees to pay Consultant the compensation set forth on Exhibit A. Consultant 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 Consultant 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 Consultant of the dispute. Upon delivery of notice, the Town and Consultant shall promptly endeavor to resolve such dispute.

2.03 Expenses: Consultant 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 18, 2024, and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

3.01 Consultant Status. Consultant avers that it has the background, expertise and education to provide the Services. Consultant shall be responsible for the proper performance of the Services in accordance with the terms hereof. Consultant 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, Consultant shall provide the Services in accordance with the timeline requested by the Town.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

A. Consultant understands and agrees that Consultant 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, Consultant 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 Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the Services. In the event that Consultant's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of Consultant 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. Consultant 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 Consultant 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 Consultant's insurance policies.

C. A certificate of insurance shall be completed by Consultant'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. Consultant assumes full responsibility for any and all damages caused by Consultant's exercise of its activities, or failures to act, under this Agreement. Consultant 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 Consultant or any invitees, guests, agents, employees or subcontractors of Consultant, whether brought by any of such persons or any other person.

SECTION 5: TERMINATION

5.01 Termination. The Town may terminate this Agreement, with or without cause, by providing thirty (30) days prior written notice to Consultant. 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 Consultant effective immediately.

SECTION 6: INDEPENDENT CONSULTANT

6.01 Independent Consultant. Consultant understands and agrees that Consultant is an independent consultant and not an employee of the Town. The Town shall not provide benefits of any kind to Consultant. The Town shall not be responsible for withholding any portion of Consultant's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. **CONSULTANT IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM THE TOWN. CONSULTANT 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, Consultant may engage in any other lawful business activities during the term of this Agreement.

SECTION 7: NOTICE

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

TO THE TOWN:

Town of Johnstown
 Attn: Jason Elkins, Public Works Director
 450 S. Parish Avenue
 P.O. Box 609
 Johnstown, CO 80534

TO CONSULTANT:

Consultant Name: Alfred Benesch & Company
 Consultant Address: 7979 E. Tufts Avenue, Suite 800
 Denver, CO 80237

SECTION 8: MISCELLANEOUS

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

8.02 Non-Appropriation of Funds. Pursuant to Section 29-1-110, C.R.S., as amended, the financial obligations of the Town payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being budgeted, appropriated and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not budgeted and appropriated.

8.03 Laws and Regulations. In the conduct of the Services, Consultant 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. Consultant 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 Consultant is one of employment rather than independent consultant, 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 Consultant in the performance by Consultant 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 Consultant in default, irrespective of how long such failure continues, shall not constitute a waiver by the Town of its rights hereunder.

8.08 Governmental Immunity. The Parties agree that the Town is relying on, and does not waive or intend to waive by any provision of the Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as amended from time to time, or otherwise available to the Town, its elected officials, employees or agents.

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

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

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

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

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

8.14 No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of

legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Matt LeCerf, Town Manager

ALFRED BENESCH & COMPANY

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT A
SERVICES**



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	September 18, 2023
SUBJECT:	Supporting Loveland Fire Rescue Authority and Specifically Loveland Rural Fire Protection District's Ballot Issue on the November 7, 2023 Coordinated Ballot
ACTION PROPOSED:	Consider Resolution 2023-44 Supporting the Loveland Rural Fire Protection District's Ballot Issue on November 7, 2023
ATTACHMENTS:	1. Resolution 2023-44
PRESENTED BY:	Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On November 7, 2023, the Loveland Rural Fire Protection District will propose a ballot measure to the registered voters of the Loveland Rural Fire Protection District Service Area. Their request is to increase the property tax mill levy for the fire services they provide to the community. If approved, this would increase the property tax mill levy the District can assess from 8.708 to 11.186. This increase would allow the District to meet and prioritize:

1. Hire, train, and equip additional sworn firefighters to meet minimal staffing levels for the Authority's current and future service demands; and
2. Modernize and equip the existing training facility with the necessary instructional props and facilities to provide realistic training for firefighters and fire officers of all experience levels; and
3. Provide equipment, staffing, training and mitigation resources to address wildfires and to reduce wildfire risk across the Authority's service area; and
4. Maintain financial stability given fluctuations in assessed valuations.

Resolution 2023-44 which is included would express the support of the Johnstown Town Council based on C.R.S. §1-45-117(1)(b)(III)(A) which authorizes Town Council to pass a resolution in support of ballot issues at their discretion.

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LEGAL ADVICE:

The Town Attorney reviewed the resolution presented.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff supports approval of Resolution 2023-44 based on the quality of fire service provided to our community.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023-44 as presented supporting the Loveland Rural Fire Protection District's ballot measure on November 7, 2023.

For Denial: I move to deny Resolution 2023-44 as presented.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-44**

**SUPPORTING LOVELAND FIRE RESCUE AUTHORITY AND SPECIFICALLY
LOVELAND RURAL FIRE PROTECTION DISTRICT'S
BALLOT ISSUE ON THE NOVEMBER 7, 2023
COORDINATED BALLOT**

WHEREAS, the citizens of the Town of Johnstown rely upon the Loveland Fire Rescue Authority to provide fire protection, rescue and emergency medical services to the public; and

WHEREAS, the Loveland Fire Rescue Authority, specifically the Loveland Rural Fire Protection District, seeks additional revenue to meet its operational needs; and

WHEREAS, the Loveland Rural Fire Protection District has placed Ballot Issue 6 on the November 7, 2023 coordinated election ballot seeking authorization to impose an additional mill levy not to exceed 2.478 mills to meet the operational and capital needs; and

WHEREAS, among other purposes permitted by law, funds from the additional mill levy will be prioritized to:

1. Hire, train, and equip additional sworn firefighters to meet minimal staffing levels for the Authority's current and future service demands; and
2. Modernize and equip the existing training facility with the necessary instructional props and facilities to provide realistic training for firefighters and fire officers of all experience levels; and
3. Provide equipment, staffing, training and mitigation resources to address wildfires and to reduce wildfire risk across the Authority's service area; and
4. Maintain financial stability given fluctuations in assessed valuations; and

WHEREAS, Town Council of the Town of Johnstown desires to express public support for Loveland Rural Fire Protection District Ballot Issue 6 as the services provided by the Loveland Fire Rescue Authority are instrumental and crucial to the health, safety and welfare of the citizens of the Town of Johnstown and the public; and

WHEREAS, C.R.S. §1-45-117(1)(b)(III)(A) authorizes Town Council to pass a resolution in support of ballot issues.

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

1. The Town Council of the Town of Johnstown hereby supports Loveland Rural Fire Protection District Ballot Issue 6, which will appear on the November 7, 2023 coordinated election ballot in Larimer County.

2. The Town Council of the Town of Johnstown urges the electors of the Loveland Rural Fire Protection District to vote YES on their Ballot Issue 6.

PASSED, SIGNED, APPROVED, AND ADOPTED this 18th day of September, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: September 18, 2023

SUBJECT: Establishment of Districts and Wards

ACTION PROPOSED: Discussion Item

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION: Section 2.1.B of the Charter provides: *“If and/or when the population of the Town reaches twenty thousand (20,000), the Town Council shall provide by ordinance, to be effective at the next general municipal election, for the election of six (6) Councilmembers to be nominated and elected by wards and districts, and a Mayor, who shall be nominated and elected from the Town at large.”*

Below are some bullet points for consideration and discussion:

- Four Wards, Two Districts
 - District 1 and District 2
 - Ward 1, District 1; Ward 2, District 1; Ward 3, District 2; and Ward 4, District 2.
- Attempt to preserve subdivision boundaries and follow County lines
- Hire an expert consultant to facilitate boundary creation for both the Districts and Wards
 - Retain by Council during 2030 budget year (based on realistic assumption that the official decennial US Census count will show a population of 20,000)
- Establish a Commission
 - Comprised of:
 - Two councilmembers
 - 3-5 citizen registered electors of the Town
 - Facilitated by outside consultant
- Commission Meeting
 - Commission meets in 2030 and draws preliminary boundaries
 - Commission meets within 30 days of census results to prepare final boundaries
 - Town Attorney thereafter drafts ordinance and Town Manager places ordinance on agenda for Council to consider approval of the final Districts and Wards
 - Following each decennial Census moving forward, the boundaries are reviewed and evaluated for realignment to ensure even population distribution within Johnstown
- Election of Mayor and Six Councilmembers
 - If census results are finalized by October of 2031, then intent to have candidates for District and Wards in 2032 general election
 - If census results are after October of 2031, next realistic general election is likely 2034
- Ranked Choice Voting for Vacancies

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- Does Council want to implement it
- Stagger Elections
 - Not both Wards in a District at the same election
 - Not both Districts at the same time
 - Provision to be made for initial candidates
 - Depending on vote count, some candidates will get an initial two-year term and some will get an initial four-year term
- Candidate Petitions – Do we want to follow CRS section 31-10-302(2)(c):
 - An ordinance providing guidance would be applicable for both the wards and districts unless otherwise directed by Council for adjustment
 - *Each [nomination] petition must be signed by registered electors in the following numbers:*
 - *(c) For a candidate in a town, at least ten registered electors residing within the town; and*
 - *(d) For a candidate from a ward within a town, at least ten registered electors residing in the candidate's ward.*
- Insufficient Number of Candidates
 - If there are no candidates running for a District or Ward position, after the election, the Town Council would:
 - With respect to Districts,
 - Appoint a Councilmember from the District;
 - If no candidates apply, appoint a Councilmember from the Town at-large
 - With respect to Wards,
 - Appoint a Councilmember from the Ward;
 - If no candidates apply within the Ward, appoint a Councilmember from the District;
 - If no candidates apply within the District, appoint a Councilmember from the Town at-large

RECOMMENDED ACTION: Once we have input from Council, Town Staff will draft an ordinance setting out the policy.

Reviewed and Approved for Presentation,



Town Manager

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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 18, 2023
- SUBJECT:** **Public Hearing** – Renewal Application for Sabica 3 Inc & 7-Eleven dba 7-Eleven Store 34316A
- ACTION PROPOSED:** Consider the Liquor License Renewal Application
- ATTACHMENTS:** 1. Renewal Application for a Fermented Malt Beverage & Wine License
- PRESENTED BY:** Hannah Hill, Town Clerk
-

AGENDA ITEM DESCRIPTION: This item is a public hearing for Sabica 3 Inc & 7-Eleven Store 34316A’s renewal of a Fermented Malt Beverage & Wine liquor license. Johnstown Municipal Code allows the Town Clerk to administratively approve a liquor license renewal unless the applicant is the subject of any official investigation or has had any adjudicated violations or stipulations within the proceeding year.

7-Eleven Store 34316A submitted a renewal application to the Town Clerk on August 31, 2023. During staff’s review of this application, the Liquor Enforcement Division of the Department of Revenue provided the Johnstown Police Department with a case report of a violation on May 24, 2023. During a compliance check, alcohol was sold to an underaged operative. The case file and report are included in the application.

All other application reviews have been completed and are found to be in compliance with State Statues. Should Council direct the Town Clerk to renew the license, the application will be sent to the State licensing authority for consideration.

LEGAL ADVICE:

The Town Attorney has reviewed the documents submitted.

FINANCIAL ADVICE:

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The applicant has paid all the applicable fees.

RECOMMENDED ACTION: Consider issuing a renewal to 7-Eleven Store 34316A of the Fermented Malt Beverage & Wine license.

SUGGESTED MOTIONS:

For Approval: I move to approve the renewal of a Fermented Malt Beverage & Wine Liquor License to 7-Eleven Store 34316A.

For Denial: I move to deny approval the renewal of a Fermented Malt Beverage & Wine Liquor License to 7-Eleven Store 34316A

Reviewed and Approved for Presentation,



Town Manager

DR 8400 (06/28/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 221.25

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

* Note that the Division will not accept cash

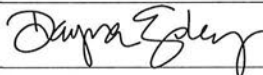
Paid by check Paid online

Uploaded to **MoveIt on** Date

Licensee Name SABICA 3, INC. & 7-ELEVEN, INC.		Doing Business As Name (DBA) 7-Eleven store 34316A	
Liquor License # 04-00260	License Type FERMENTED MALT BEVERAGE & WINE		
Sales Tax License Number 30265777	Expiration Date 10/21/2023	Due Date 09/06/2023	
Business Address 6150 E HWY 34			Phone Number (970) 461-4651
Mailing Address P.O. Box 139044 Dallas, TX 75313			Email electronicrenewals@7-11.com
Operating Manager GUNREET NAT	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 12/31/2024			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in the upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes No
7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent
 I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business DAYNA EPLEY	Title LICENSING MANAGER
Signature 	Date 08/29/2023

Report & Approval of City or County Licensing Authority
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.
Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, DAYNA EPLEY am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of SABICA 3, INC. & 7-ELEVEN, INC. (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <p style="text-align: center;">SABICA 3, INC. & 7-ELEVEN, INC.</p>		Social Security Number/Tax Identification Number <p style="text-align: center;">[REDACTED]</p>	
Address <p style="text-align: center;">6150 E HWY 34</p>			
City <p style="text-align: center;">JOHNSTOWN</p>		State <p style="text-align: center;">CO</p>	Zip <p style="text-align: center;">80534</p>
Home Phone Number <p style="text-align: center;">n/a</p>		Business/Work Phone Number <p style="text-align: center;">(970) 461-4651</p>	
Printed name of person signing on behalf of the Applicant/Licensee <p style="text-align: center;">DAYNA EPLEY</p>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <p style="text-align: center;"><i>Dayna Epley</i></p>			Date signed <p style="text-align: center;">08/29/2023</p>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
36019H	Denver	Sale to Minor	11/12/20	14 days suspension, 10 days held in abeyance for one year, 4 days served.
21938A	Denver	Sale to Minor	12/18/20	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension (\$226.38)
33052B	Denver	Sale to Minor	01/27/21	No information - city sting
36697A	Denver	Sale to Minor	01/27/21	No information - city sting
23293A	Denver	Sale to Minor	01/27/21	No information - city sting
27602A	Denver	Sale to Minor	01/27/21	No information - city sting
37141C	Denver	Sale to Minor	01/29/21	14 days suspension, 10 days held in abeyance for one year, 4 days to be served 05/21.
23888B	Colorado Springs	Sale to Minor	03/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
22846B	Colorado Springs	Sale to Minor	03/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
24398A	Colorado Springs	Sale to Minor	03/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
23664B	Denver	Sale to Minor	03/01/21	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension (\$200)
13111	Pueblo	Sale to Minor	03/18/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
34705C	Denver	Sale to Minor	03/26/21	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension (\$200)
39339A	Colorado Springs	Sale to Minor	05/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served .
22562A	Colordao Springs	Sale to Minor	06/01/21	20 days suspension, 8 days held in abeyance for one ear, 12 days served 15 days suspension, 8 days held in abeyance for one year, 7 days + 5 days previous abeyance days (12 days total) served.
39211A	Castle Rock	Sale to Minor	07/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500).
39339A	Colorado Springs	Sale to Minor	07/01/21	14 days suspension, 7 days held in abeyance for one year, 7 days served.
25290C	Fort Collins	Sale to Minor	08/01/21	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$500).
27067B	Denver	Sale to Minor	08/27/21	14 days suspension, 10 days held in abeyance for one year, 4 days served with fine in lieu of active suspension.
35506B	Fort Collins	Conduct of Establishment (A) Orderliness	08/28/21	15 days suspension, 10 days held in abeyance for one year, 5 days served with fine in lieu of active suspension (\$500).

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
25290C	Fort Collins	Sale to Minor	09/01/21	30 days suspension,, 20 days held in abeyance for one year, 10 days served with fine in lieu of active suspension (\$500).
26788D	Colorado Springs	Sale to Minor	09/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
34238A	Johnstown	Sale to Minor	09/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served with fine in lieu of active suspension (\$500)
13082B	Colorado Springs	Sale to Minor	09/16/21	5 days suspension, 5 days held in abeyance for one year, 0 days served.
17211A	Glenwood Springs	Sale to Minor	09/17/21	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
23867A	Denver	Sale to Minor	08/27/21 09/24/21	30 days suspension, 20 days held in abeyance for one year, 10 days served.
35976B	Denver	Sale to Minor	09/24/21	14 days suspension, 10 days held in abeyance for one year, 4 days served by fine in lieu of active suspension .
20343B	Colorado Springs	Sale to Minor	10/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
32159C	Colorado Springs	Sale to Minor	10/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
13171A	Fort Collins	Sale to Minor	10/01/21	15 days of suspension, 10 days held in abeyance for one year, 5 days served by fine in lieu of active suspension.
34035A	Parker	Sale to Minor	11/01/21	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
13082B	Colorado Springs	Sale to Minor	11/01/21	5 days suspension, 5 days held in abeyance for a year, 0 days served.
35506B	Fort Collins	Conduct of Establishment	11/01/21	15 days of suspension, 10 days held in abeyance for one year, 5 days served by fine in lieu of active suspension.
26927B	Fort Collins	Failure to renew liquor license within 45 days prior to expiration date	02/18/22	15 days of suspension, 10 days held in abeyance for one year, 5 days served by fine in lieu of active suspension.
34209B	Avon	Sale to a Minor	02/27/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
20104A	Fort Collins	Failure to renew liquor license within 45 days prior to expiration date	03/16/22	15 days of suspension, 10 days held in abeyance for one year, 5 days served by fine in lieu of active suspension.
26933	Fort Collins	Failure to renew liquor license within 45 days prior to expiration date	04/21/22	15 days of suspension, 10 days held in abeyance for one year, 5 days served by fine in lieu of active suspension.
23867A	Denver	Sale to a Minor	04/22/22	65 days suspension, 20 days closure, 45 days of closure held in abeyance for a year.

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
38361A	Denver	Sale to a Minor	06/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
27067B	Denver	Sale to a Minor	07/06/22	65 days suspension, 20 days closure, 45 days of closure held in abeyance for a year.
37278A	Monument	Sale to a Minor	08/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
34675B	Aurora	Sale to a Minor	09/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
37141C	Denver	Sale to a Minor	10/04/22	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).
35600A	Colorado Springs	Sale to a Minor	12/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served.
36714B	Colorado Springs	Sale to a Minor	12/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
39731A	Littleton	Sale to a Minor	12/01/22	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
15403B	Federal Heights	Sale to a Minor	01/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
23811J	Pueblo	Sale to a Minor	01/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
3571B	Brighton	Sale to a Minor	01/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
39421A	Parker	Sale to a Minor	01/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
13171A	Fort Collins	Sale to Minor	03/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
37220B	Thornton	Sale to Minor	04/01/23	7 days suspension, 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
38364A	Aurora	Failed to operate an orderly establishment.	01/06/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).
25902	Colorado Springs	Sale to Minor	05/01/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension.
23546B	Colorado Springs	Sale to Minor	07/01/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).
24460B	Security	Sale to Minor	07/01/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).

7-Eleven, Inc. Suspensions (Last 3 years - Colorado Only)

STORE	CITY/COUNTY	TYPE	DATE	DISCIPLINARY ACTION
26683	Colorado Springs	Sale to Minor	08/01/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).
36714B	Colorado Springs	Sale to Minor, Second	08/01/23	14 day suspension, 7 days held in abeyance for one year, 7 days served by fine in lieu of active suspension (\$500), 4 days held in abeyance from pervious violation imposed.
37141C	Denver	Sale to Minor	08/01/23	7 day suspension; 4 days held in abeyance for one year, 3 days served by fine in lieu of active suspension (\$500).

7-Eleven, Inc. Store List

Location	Owner Letter Code	Address	City	County	State or Province	Postal Code	Phone Number
13058	A	312 MOUNT VIEW LN	Colorado Springs	EL PASO	CO	80907	(719)590-7683
13071	B	5 WIDEFIELD BLVD	Colorado Springs	EL PASO	CO	80911	(719)331-6658
13079	B	1011 SOUTH 21ST ST	Colorado Springs	EL PASO	CO	809043705	(719)635-7265
13082	B	310 WEST UINTAH	Colorado Springs	EL PASO	CO	809051045	(719)635-0253
13093	A	1760 SHASTA DR	Colorado Springs	EL PASO	CO	809101912	(719)635-0446
13111	S	2727 S PRAIRIE AVE	Pueblo	PUEBLO	CO	81005	(719)564-0447
13128	B	9101 W JEWELL AVE	Lakewood	JEFFERSON	CO	802326447	(303)989-1956
13140	B	5405 MARSHALL	Arvada	JEFFERSON	CO	800023801	(303)420-6031
13157	A	7270 BROADWAY	Denver	ADAMS	CO	802213608	(303)429-0827
13164	B	2605 VALMONT RD	Boulder	BOULDER	CO	803042903	(303)443-2286
13167	A	7540 PECOS ST	Denver	ADAMS	CO	802213437	(303)428-4333
13169	A	1012 BRIDGE ST	Brighton	ADAMS	CO	806012231	(303)654-0296
13171	A	505 SOUTH SHIELDS	Fort Collins	LARIMER	CO	805213557	(970)493-3098
13184	C	841 KEN PRATT BLVD	Longmont	BOULDER	CO	805016432	(303)651-2417
13185	A	830 16TH ST	Greeley	WELD	CO	806315618	(970)352-5150
13188	B	11421 WASHINGTON	Northglenn	ADAMS	CO	802331912	(303)452-6093
13194	A	1107 SANTA FE	Denver	DENVER	CO	802043544	(303)825-6360
13195	A	4040 EAST 8TH AVE	Denver	DENVER	CO	802203701	(303)322-2237
13196	B	1277 E HAMPDEN AVE	Englewood	ARAPAHOE	CO	80113	(303)781-7074
13197	J	1645 EAST 17TH AVE	Denver	DENVER	CO	802181620	(303)321-7301
13198	B	607 E. ALAMEDA	Denver	DENVER	CO	802092005	(303)777-2151
13203	C	7675 EAST COLFAX	Denver	DENVER	CO	802201950	(303)399-5059
13204	C	10201 MONTVIEW	Aurora	ADAMS	CO	800102303	(303)364-2400
13206	B	3900 S BROADWAY	Englewood	ARAPAHOE	CO	80113	(303)762-0785

13209	J 1090 OGDEN	Denver	DENVER	CO	802182808	(303)837-1391
15041	A 311 WEST MAIN	Sterling	LOGAN	CO	807513144	(970)522-9278
15068	A 331 SOUTH HANCOCK	Colorado Springs	EL PASO	CO	809033740	(719)633-8889
15203	A 703 EAST PLATTE AVE	Fort Morgan	MORGAN	CO	807013618	(970)867-3726
15403	B 1605 W 92ND AVE	Federal Heights	ADAMS	CO	80260	(303)426-8827
15431	A 603 WEST PLATTE AVE	Fort Morgan	MORGAN	CO	807012655	(970)867-3728
15754	A 4770 WEST COLFAX AVE	Denver	DENVER	CO	802041123	(303)595-8114
15955	A 620 EDISON	Brush	MORGAN	CO	807232012	(970)842-3123
16068	A 2641 S. ESTES	Lakewood	JEFFERSON	CO	802273117	(303)989-1943
16094	A 1120 SOUTH PARKER RD	Denver	ARAPAHOE	CO	802312126	(303)750-9684
16147	C 2609 FEDERAL BVD	Denver	DENVER	CO	802114716	(303)455-5744
16593	C 2500 WEST 38TH AVE	Denver	DENVER	CO	802112102	(303)433-1156
17127	S 905 WEST NORTHERN ST	Pueblo	PUEBLO	CO	810043123	(719)543-7441
17134	B 9200 W ALAMEDA	Lakewood	JEFFERSON	CO	802262829	(303)989-8831
17142	A 2081 WEST EISENHOWER	Loveland	LARIMER	CO	805373100	(970)663-2693
17211	A 51315 HWY 6	Glenwood Springs	GARFIELD	CO	816012544	(970)945-6026
17284	L 741 N SUMMIT BLVD	Frisco	SUMMIT	CO	80443	(970)668-3941
17299	J 8390 W 14TH AVE	Lakewood	JEFFERSON	CO	80214	(303)232-3647
17596	C 10722 EAST ALAMEDA	Aurora	ARAPAHOE	CO	800121017	(303)341-0346
18324	B 3 EAST 8TH	Yuma	YUMA	CO	807592827	(970)848-5527
18397	A 10010 EAST GIRARD AVE	Denver	DENVER	CO	802315067	(303)750-9743
18409	B 16080 EAST COLFAX AVE	Aurora	ARAPAHOE	CO	800115811	(303)739-0906
18418	B 7355 RALSTON RD UNIT R100	Arvada	JEFFERSON	CO	800022500	(303)422-6681
18449	K 2790 S WADSWORTH	Denver	DENVER	CO	802273408	(303)987-2003
18497	A 5010 KIPLING	Wheat Ridge	JEFFERSON	CO	800332250	(303)420-5437
18556	A 8801 HURON ST	Thornton	ADAMS	CO	802606804	(303)427-7474
18576	B 3901 EAST 112TH AVE	Thornton	ADAMS	CO	802332546	(303)452-6862

18589	B 511 E AGATE AVE	Granby	GRAND	CO	80446	(970)887-3105
18594	A 8002 CHASE DR	Arvada	JEFFERSON	CO	800031806	(303)429-7715
18630	A 7295 EAST 7TH AVE	Denver	DENVER	CO	802205565	(303)377-7006
18724	A 104 EAST 18TH ST	Greeley	WELD	CO	806316019	(970)356-6053
18730	A 3177 EAST COLFAX	Denver	DENVER	CO	802061709	(303)322-2357
19015	B 4096 S FEDERAL BLVD	Sheridan	ARAPAHOE	CO	801104331	(303)789-5306
19088	J 1011 37TH ST	Evans	WELD	CO	806202114	(970)339-2456
19169	S 926 LAKE AVE	Pueblo	PUEBLO	CO	810042455	(719)545-6935
19570	A 402 WEST 3RD	Wray	YUMA	CO	807581005	(970)332-4635
19585	A 235 WEST 7TH	Walsenburg	HUERFANO	CO	810892211	(719)738-1156
20104	A 430 REMINGTON ST	Fort Collins	LARIMER	CO	805242911	(970)493-9263
20182	A 1499 W. LITTLETON BLVD	Littleton	ARAPAHOE	CO	801202101	(303)795-2753
20308	B 283 W E HWY 105	Monument	EL PASO	CO	80132	(719)481-2497
20343	B 2407 N. UNION BLVD.	Colorado Springs	EL PASO	CO	809091107	(719)635-0180
20638	K 804 E 4TH ST	Pueblo	PUEBLO	CO	810013929	(719)543-7265
21242	B 6515 S. DAYTON	Greenwood Village	ARAPAHOE	CO	801116121	(303)790-0230
21493	A 15553 E. MISSISSIPPI	Aurora	ARAPAHOE	CO	800173042	(303)751-5920
21494	B 3005 S. PEORIA	Aurora	ARAPAHOE	CO	800143129	(303)695-7869
21562	A 1651 S BUCKLEY RD	Aurora	ARAPAHOE	CO	80017	(303)671-0142
21899	A 5195 W. BYRON ST	Denver	DENVER	CO	802121322	(303)433-3293
21938	A 4085 E MISSISSIPPI AVE	Denver	DENVER	CO	80246	(303)759-8324
21967	B 1475 B STREET	Colorado Springs	EL PASO	CO	809065364	(719)576-2615
22021	A 23250 TWO RIVERS RD	Basalt	PITKIN	CO	816219227	(970)927-3827
22059	B 525 N. UNION	Colorado Springs	EL PASO	CO	80909	(719)635-1104
22063	A 11599 W. COLFAX	Lakewood	JEFFERSON	CO	802153707	(303)237-8643
22088	B 1329 MAIN ST	Carbondale	GARFIELD	CO	816231849	(970)963-0423
22194	A 14490 E. COLFAX AVE	Aurora	ARAPAHOE	CO	800116823	(303)367-1937

22233	B 1240 FILLMORE	Colorado Springs	EL PASO	CO	809076451	(719)635-0219
22358	A 1438 ARAPAHOE	Denver	DENVER	CO	802022204	(303)825-1345
22533	C 4601 S BROADWAY	Englewood	ARAPAHOE	CO	80113	(303)761-8046
22537	A 1690 PEARL	Denver	DENVER	CO	802031420	(303)832-1711
22562	A 1801 S NEVADA AVE	Colorado Springs	EL PASO	CO	80905	(719)635-0353
22596	C 840 LASHLEY ST	Longmont	BOULDER	CO	80504	(303)776-7211
22613	B 3004 W. COLORADO BLVD	Colorado Springs	EL PASO	CO	809042147	(719)635-0142
22684	B 1428 W. COLORADO AVE.	Colorado Springs	EL PASO	CO	809044025	(719)578-5397
22706	A 601 S. SANTA FE AVENUE	Fountain	EL PASO	CO	808172042	(719)382-5156
23154	B 13790 E QUINCY	Aurora	ARAPAHOE	CO	800151129	(303)690-6088
23172	E 303 N BROADWAY	Denver	DENVER	CO	802033920	(303)722-4960
23206	B 7211 PECOS ST	Denver	ADAMS	CO	802212761	(303)430-1146
23293	A 1800 DOWNING	Denver	DENVER	CO	802181010	(303)830-2516
23418	B 10500 E. COLFAX	Aurora	ARAPAHOE	CO	800105020	(303)343-3456
23546	B 1402 HARRISON RD	Colorado Springs	EL PASO	CO	80905	(719)576-4052
23603	A 105 KNOX COURT	Denver	DENVER	CO	802191437	(303)936-4356
23664	B 2396 S. FEDERAL BLVD	Denver	DENVER	CO	802195405	(303)935-9339
23727	A 750 S. MONACO	Denver	DENVER	CO	802241527	(303)394-3016
23731	A 328 E. PLATTE AVE.	Colorado Springs	EL PASO	CO	809031237	(719)634-4066
23811	J 327 W. 8TH ST.	Pueblo	PUEBLO	CO	810033004	(719)542-6271
23829	C 6302 E. 72ND AVE.	Commerce City	ADAMS	CO	800222000	(303)287-8035
23867	A 1499 S. FEDERAL BLVD	Denver	DENVER	CO	802194720	(303)937-0667
23888	B 1702 S 8TH ST	Colorado Springs	EL PASO	CO	80905	(719)635-0303
23899	A 85 W. ALAMEDA	Denver	DENVER	CO	802232104	(303)698-2285
23905	C 1000 E COLFAX	Denver	DENVER	CO	802181945	(303)831-0270
23935	B 3805 E. PIKES PEAK AVE	Colorado Springs	EL PASO	CO	809096716	(719)597-9986
23963	A 201 BLUE RIVER PKWY	Silverthorne	SUMMIT	CO	80498	(970)468-8537

23990	A	1795 PEORIA	Aurora	ADAMS	CO	800102906	(303)363-7333
24079	J	8250 W COAL MINE AVE 1A	Littleton	DOUGLAS	CO	80123	(303)979-0650
24116	J	1585 S. BROADWAY	Denver	DENVER	CO	802102607	(303)733-2829
24359	A	2410 S UNIVERSITY	Denver	DENVER	CO	802105408	(303)733-9823
24398	A	3306 FOUNTAIN BLVD.	Colorado Springs	EL PASO	CO	809101732	(719)597-8235
24438	A	995 N CIRCLE DR	Colorado Springs	EL PASO	CO	80909	(719)570-6240
24460	B	510 S. SECURITY BLVD	Security	EL PASO	CO	809111730	(719)390-6007
24627	A	580 JOSEPHINE	Denver	DENVER	CO	802064211	(303)377-7237
24856	A	1066 EAST 88TH AVE.	Thornton	ADAMS	CO	802294926	(303)287-6021
25028	A	1490 PERRY ST	Denver	DENVER	CO	802041439	(303)572-8243
25052	B	890 S. FEDERAL BLVD	Denver	DENVER	CO	802193413	(303)936-1412
25069	A	4708 WASHINGTON	Denver	DENVER	CO	802162746	(303)292-6024
25187	A	595 HAVANA ST	Aurora	ARAPAHOE	CO	800104343	(303)340-8300
25265	B	201 WEST FILMORE	Colorado Springs	EL PASO	CO	809076156	(719)634-3451
25290	C	4543 BOARDWALK	Fort Collins	LARIMER	CO	805253227	(970)223-4197
25325	B	12057 PECOS	Westminster	ADAMS	CO	802342073	(303)452-9271
25476	A	1650 MAIN ST	Longmont	BOULDER	CO	805012615	(303)651-2930
25550	A	12880 ALLBROOK DR	Denver	DENVER	CO	802394602	(303)373-1785
25581	B	16400 SOUTH GOLDEN ROAD	Golden	JEFFERSON	CO	804012855	(303)279-0466
25582	A	1103 YOSEMITE	Denver	DENVER	CO	802203557	(303)321-2042
25684	B	2540 10TH ST	Greeley	WELD	CO	80634	(970)356-2779
25718	B	2220 SOUTH PEORIA	Aurora	ARAPAHOE	CO	800141147	(303)671-5940
25740	C	18883 EAST HAMPDEN	Aurora	ARAPAHOE	CO	800133559	(303)693-9445
25794	B	1685 JET WING DR	Colorado Springs	EL PASO	CO	809162258	(719)597-3338
25823	B	7201 LOWELL BLVD	Westminster	ADAMS	CO	800305301	(303)426-4936
25902	A	1904 WEST UINTAH	Colorado Springs	EL PASO	CO	809042740	(719)635-0415
25907	B	3200 EAST 45TH AVE	Denver	DENVER	CO	802164133	(303)295-2272

26137	J 95 SHERIDAN AVE	Lakewood	JEFFERSON	CO	80226	(303)232-1229
26289	A 2500 E 88TH AVENUE	Thornton	ADAMS	CO	802295108	(303)289-7432
26292	A 825 NORTH NEVADA	Colorado Springs	EL PASO	CO	809034705	(719)520-9767
26295	C 1426 N. ACADEMY BLVD.	Colorado Springs	EL PASO	CO	809093315	(719)597-6745
26574	A 13190 E MISSISSIPPI AVE	Aurora	ARAPAHOE	CO	800123427	(303)745-5833
26682	A 14593 E MISSISSIPPI	Aurora	ARAPAHOE	CO	800124682	(303)695-1280
26683	B 2025 B ST	Colorado Springs	EL PASO	CO	809064729	(719)540-9372
26692	A 5805 EAST PALMER PARK	Colorado Springs	EL PASO	CO	809151611	(719)550-9684
26693	C 3740 RANDALL DR	Colorado Springs	EL PASO	CO	809204162	(719)599-0232
26788	D 503 S. NEVADA	Colorado Springs	EL PASO	CO	809033922	(719)358-8480
26803	C 2800 S. COLLEGE AVE	Fort Collins	LARIMER	CO	805252532	(970)226-5747
26927	C 1600 SOUTH LEMAY	Fort Collins	LARIMER	CO	805251122	(970)224-5730
26933	A 970 W. HORSETOOTH	Fort Collins	LARIMER	CO	805262799	(970)223-7783
27022	B 6331 WASHINGTON ST	Denver	DENVER	CO	802297008	(720)541-4778
27033	B 5595 S. BROADWAY	Littleton	ARAPAHOE	CO	801218004	(303)794-5527
27043	B 820 SIMMS ST, STE 8	Lakewood	JEFFERSON	CO	80401	(303)232-3639
27067	B 3990 E. 35TH	Denver	DENVER	CO	802053856	(303)322-0825
27082	B 450 NORTH MURRAY	Colorado Springs	EL PASO	CO	809161003	(719)574-5454
27211	J 15511 E. 6TH AVE.	Aurora	ARAPAHOE	CO	800119003	(303)340-8086
27213	B 16601 E. SMOKEY HILL	Aurora	ARAPAHOE	CO	800151764	(303)690-8810
27238	B 8378 SHERIDAN BLVD	Westminster	ADAMS	CO	800036001	(303)426-6308
27429	C 1850 S SHERIDAN UNIT A	Denver	DENVER	CO	802328029	(303)936-5391
27620	A 303 N SANTA FE DR	Denver	DENVER	CO	802231131	(303)893-2908
29024	B 880 S BUCKLEY RD	Aurora	ARAPAHOE	CO	800173174	(303)755-8978
29108	A 4701 PEORIA	Denver	DENVER	CO	802392850	(303)371-0933
29151	A 2299 WEST ALAMEDA	Denver	DENVER	CO	802231926	(303)733-5238
29203	A 1000 FEDERAL	Denver	DENVER	CO	802043217	(303)629-5611

29314	B	10410 MELODY DRIVE	Northglenn	ADAMS	CO	802344110	(303)252-7505
29420	A	1301 WEST 38TH AVE	Denver	DENVER	CO	802112614	(303)477-8708
29508	C	3131 S BROADWAY	Englewood	ARAPAHOE	CO	80113	(303)761-4531
32159	C	623 GARDEN OF/GODS RD	Colorado Springs	EL PASO	CO	80907	(719)262-0270
32267	B	10998 STATE HWY 9	Breckenridge	SUMMIT	CO	80424	(970)547-4786
32276	B	6600 S. COLLEGE AVENUE	Fort Collins	LARIMER	CO	805254143	(970)206-1704
32386	B	4710 CENTENNIAL BLVD.	Colorado Springs	EL PASO	CO	80919	(719)357-0290
32646	K	4605 AUSTIN BLUFFS PWY	Colorado Springs	EL PASO	CO	809182937	(719)573-9759
32673	A	1446 N 95TH STREET	Lafayette	BOULDER	CO	800269314	(303)665-4250
32747	C	6025 CONSTITUTION AVE	Colorado Springs	EL PASO	CO	809154396	(719)638-1290
32809	C	10128 N WADSWORTH PKWY	Westminster	JEFFERSON	CO	80021	(303)635-2204
32810	B	4500 PEORIA STREET	Denver	DENVER	CO	80239	(303)307-1278
32923	J	16981 LINCOLN AVE	Parker	DOUGLAS	CO	80134	(303)805-3711
32990	A	3522 N ELIZABETH	Pueblo	PUEBLO	CO	81008	(719)296-8068
33038	C	18451 E ALAMEDA PKWY	Aurora	ARAPAHOE	CO	80017	(303)750-1689
33040	J	8380 S COLORADO BLVD	Highlands Ranch	DOUGLAS	CO	80126	(303)770-4558
33042	B	8750 S YOSEMITE ST	Lone Tree	DOUGLAS	CO	80124	(720)874-0901
33043	B	7725 FOUNTAIN MESA RD	Fountain	EL PASO	CO	80817	(719)392-1241
33044	B	14250 E. ILIFF AVE	Aurora	ARAPAHOE	CO	800141460	(303)873-0415
33052	C	1595 W. 47TH AVENUE	Denver	DENVER	CO	802112339	(303)561-4974
33322	B	5590 POWERS CENTER POINT	Colorado Springs	EL PASO	CO	809207100	(719)282-9141
33481	C	399 N. WASHINGTON AVENUE	Golden	JEFFERSON	CO	804031427	(303)216-9163
33630	B	820 16TH ST. SUITE 100	Denver	DENVER	CO	80202	(303)893-1562
33710	H	6040 BARNES RD	Colorado Springs	EL PASO	CO	80922	(719)591-1097
34012	B	5241 72ND AVE	Westminster	JEFFERSON	CO	80003	(303)429-0672
34035	A	19832 E HILLTOP RD	Parker	DOUGLAS	CO	80134	(303)805-9052
34036	A	6990 CHURCH RANCH BLVD	Westminster	JEFFERSON	CO	80021	(303)469-3836

34057	A	11802 E OSWEGO ST	Englewood	ARAPAHOE	CO	80112	(303)792-9333
34058	B	2434 BRIARGATE PKWY	Colorado Springs	EL PASO	CO	80920	(719)598-7214
34087	A	15610 E. 104TH AVE.	Commerce City	ADAMS	CO	80022	(303)287-8537
34131	B	19390 E QUINCY AVE	Aurora	ARAPAHOE	CO	80015	(720)870-0578
34159	A	12285 S PARKER RD	Parker	DOUGLAS	CO	80134	(303)841-4529
34168	B	3240 VILLAGE VISTA DR	Erie	WELD	CO	80516	(303)665-1143
34179	C	4709 N TOWERS RD	Denver	DENVER	CO	80249	(303)371-6041
34181	B	21405 E QUINCY AVE	Aurora	ARAPAHOE	CO	80013	(303)617-3687
34209	B	8 NOTTINGHAM RD	Avon	EAGLE	CO	81620	(970)949-5790
34210	L	11099 E I-25 FRONTAGE RD	Firestone	WELD	CO	80504	(303)485-2939
34238	A	50 TELEP AVE	Johnstown	WELD	CO	80534	(970)587-2123
34316	A	6150 E HWY 34	Johnstown	LARIMER	CO	80534	(970)461-4651
34330	K	3810 FEDERAL BLVD	Denver	DENVER	CO	80211	(303)455-0357
34333	A	3995 N LEWISTON	Aurora	ADAMS	CO	80011	(303)307-4359
34342	B	1975 E COLFAX	Denver	DENVER	CO	80206	(303)399-0208
34374	K	2341 E COLFAX	Denver	DENVER	CO	80206	(303)388-1926
34441	A	13697 E ILIFF AVE	Aurora	ARAPAHOE	CO	80014	(303)671-2598
34442	K	1726 CHAMPA STREET	Denver	DENVER	CO	80202	(303)295-3100
34486	B	3099 W MINERAL AVE	Littleton	ARAPAHOE	CO	80120	(303)798-1355
34504	B	7451 S GARTRELL RD	Aurora	ARAPAHOE	CO	80016	(303)680-2221
34505	B	1107 S SHERIDAN	Lakewood	JEFFERSON	CO	80232	(303)934-9541
34526	A	1800 LAWRENCE ST	Denver	DENVER	CO	80202	(303)296-4380
34534	A	6201 E 14TH	Denver	DENVER	CO	80220	(303)329-7931
34570	B	1755 BLAKE ST, SUITE 100	Denver	DENVER	CO	80202	(720)556-3740
34675	B	1910 S HAVANA ST	Aurora	ARAPAHOE	CO	80014	(303)337-3253
34683	B	2201 S SHERIDAN	Denver	DENVER	CO	802273910	(303)985-7160
34705	C	2100 SOUTH HOLLY	Denver	DENVER	CO	80222	(303)756-3032

34741	A	7080 TOWER RD	Denver	DENVER	CO	80249	(303)371-8644
34921	A	2350 HANCOCK EXPY	Colorado Springs	EL PASO	CO	80910	(719)392-4001
34924	A	2803 W 10TH ST	Greeley	WELD	CO	80634	(970)352-5128
35001	B	2802 E FOUNTAIN BLVD	Colorado Springs	EL PASO	CO	80910	(719)634-8318
35053	A	3992 HAVANA ST	Denver	DENVER	CO	80239	(303)371-9329
35069	C	1091 13TH	Boulder	BOULDER	CO	80302	(303)442-0184
35269	B	6008 FREDERICK WAY	Frederick	WELD	CO	80530	(303)833-6513
35336	C	12802 LOWELL BLV	Broomfield	BROOMFIELD	CO	800205432	(303)635-0177
35337	A	2825 BRIARGATE	Colorado Springs	EL PASO	CO	80920	(719)266-9857
35338	K	330 S ACADEMY BLVD	Colorado Springs	EL PASO	CO	809102715	(719)574-2300
35345	B	2250 MOUNTAIN VIEW AVE	Longmont	BOULDER	CO	805013114	(303)772-1574
35357	J	5190 W 113TH AVE	Westminster	ADAMS	CO	800317813	(303)404-9801
35365	A	380 E 17TH AVE	Denver	DENVER	CO	80203	(303)861-4829
35506	B	3045 W PROSPECT RD	Fort Collins	LARIMER	CO	80526	(970)221-8551
35511	A	4990 EAST HAMPDEN AVE	Denver	DENVER	CO	80222	(303)300-0301
35519	B	4406 N SHERIDAN BLVD	Denver	DENVER	CO	80212	(303)455-9671
35534	A	5280 ASTROZON BLVD	Colorado Springs	EL PASO	CO	80916	(719)574-0249
35536	B	450 FEDERAL BLV	Denver	DENVER	CO	80204	(303)534-1037
35598	A	3495 S FEDERAL BLVD	Sheridan	ARAPAHOE	CO	80110	(303)789-9386
35600	A	7718 WOODMEN ROAD	Colorado Springs	EL PASO	CO	80908	(719)495-5703
35604	B	3391 W HAMPDEN AVE	Sheridan	ARAPAHOE	CO	80110	(303)761-3249
35606	J	5785 WARD RD	Arvada	JEFFERSON	CO	80002	(303)423-8306
35610	A	7692-7696 BARNES RD	Colorado Springs	EL PASO	CO	80922	(719)574-1557
35617	A	3400 YORK ST	Denver	DENVER	CO	80205	(303)291-6928
35622	H	6630 S YOSEMITE ST	Greenwood Village	ARAPAHOE	CO	80111	(303)220-5467
35668	A	3445 W COLFAX AVE	Denver	DENVER	CO	80204	(303)573-3851
35708	A	4277 N TAFT AVE	Loveland	LARIMER	CO	80538	(970)663-9097

35715	B 3876 E BROMLEY LN	Brighton	ADAMS	CO	80601	(303)659-0376
35717	B 6400 CROSSROADS BLVD	Windsor	LARIMER	CO	80550	(970)461-7851
35822	A 3502 N ACADEMY BLVD	Colorado Springs	EL PASO	CO	80917	(719)574-3095
35828	A 6966 DAHLIA ST	Commerce City	ADAMS	CO	80022	(303)287-0846
35864	A 8991 E 104TH AVE	Henderson	ADAMS	CO	80640	(303)853-0148
35880	B 1401 ELIZABETH ST	Fort Collins	LARIMER	CO	80521	(970)825-5671
35976	B 8755 MONTVIEW BLVD	Denver	DENVER	CO	80238	(303)321-0341
35979	A 2950 W EVANS	Denver	DENVER	CO	80219	(303)922-2400
35995	B 1600 E EVANS	Denver	DENVER	CO	80210	(303)777-5316
36013	B 12060 E 120TH AVE	Henderson	ADAMS	CO	80640	(303)227-4930
36017	A 4900 E BRIDGE ST	Brighton	ADAMS	CO	80601	(303)659-4229
36019	H 1800 WELTON STREET	Denver	DENVER	CO	80202	(303)297-1060
36464	B 8111 TOWER RD	Commerce City	ADAMS	CO	80022	(303)373-5265
36492	A 5995 W 38TH AVE	Wheat Ridge	JEFFERSON	CO	80212	(303)421-0522
36714	B 2650 N GATE BLVD	Colorado Springs	EL PASO	CO	80921	(719)481-1711
36764	A 8090 MERIDIAN RD	Peyton	EL PASO	CO	80831	(719)559-0711
36769	B 1510 S HOLLY ST	Denver	DENVER	CO	80222	(303)758-0675
36775	A 5797 QUEBEC ST	Commerce City	ADAMS	CO	80022	(303)227-4991
36956	B 18351 E COLFAX AVE	Aurora	ADAMS	CO	80011	(303)343-1909
37016	A 4922 N WILLOW ST	Denver	DENVER	CO	80238	(303)307-1421
37120	A 3200 CHAMBERS	Aurora	ADAMS	CO	80011	(303)366-3015
37135	A 6495 ISSAQUAH DR	Colorado Springs	EL PASO	CO	80923	(719)574-6104
37141	C 4855 N PECOS ST	Denver	DENVER	CO	802211512	(303)433-3858
37198	A 2093 S CATHAY WAY	Aurora	ARAPAHOE	CO	80013	(720)748-7898
37220	B 5601 E 136TH AVE	Thornton	ADAMS	CO	80602	(303)920-7152
37221	A 23830 E SMOKY HILL RD	Aurora	ARAPAHOE	CO	80016	(720)870-7878
37278	A 990 WEST BAPTIST ROAD	Monument	EL PASO	CO	80132	(719)481-1354

37291	A 12241 E 104TH AVE	Commerce City	ADAMS	CO	80022	(303)288-3623
37320	A 6020 DUBLIN BLVD	Colorado Springs	EL PASO	CO	80923	(719)574-1626
37554	A 4415 MCINTYRE STREET	Golden	JEFFERSON	CO	80403	(303)278-2931
37560	H 5898 S BROADWAY	Littleton	ARAPAHOE	CO	80121	(303)798-5979
37562	B 8900 METRO AIRPORT AVE	Broomfield	JEFFERSON	CO	80021	(720)887-4626
37570	A 8836 E 96TH AVE	Commerce City	ADAMS	CO	80640	(303)287-4068
37731	A 6400 FEDERAL	Denver	ADAMS	CO	80221	(303)429-1395
37763	A 17050 SMITH RD	Aurora	ARAPAHOE	CO	80011	(303)344-0696
38083	A 7382 FEDERAL BLVD	Westminster	ADAMS	CO	80030	(303)428-3053
38084	A 3790 WADSWORTH BLVD.	Wheat Ridge	JEFFERSON	CO	80033	(303)432-8607
38093	A 1175 ALOHA ST	Castle Rock	DOUGLAS	CO	80108	(720)518-9909
38107	H 229 GLENEAGLE GATE VIEW	Colorado Springs	EL PASO	CO	80921	(719)323-3779
38119	A 725 KALAMATH STREET	Denver	DENVER	CO	80204	(720)904-7158
38130	A 2880 S CIRCLE DR	Colorado Springs	EL PASO	CO	80906	(719)425-0623
38135	A 11275 MAIN ST	Broomfield	BROOMFIELD	CO	80020	(720)668-7101
38170	A 5605 EAST 56TH AVE	Commerce City	ADAMS	CO	80022	(303)227-4639
38180	A 1200 W ALAMEDA AVE	Denver	DENVER	CO	80223	(720)467-2561
38226	A 8790 INDIANA ST	Arvada	JEFFERSON	CO	80005	(720)357-1618
38234	A 6385 PROMENADE PKWY	Castle Rock	DOUGLAS	CO	80108	(720)795-2943
38330	A 7285 W 119TH PLACE	Broomfield	BROOMFIELD	CO	80020	(720)239-3771
38351	A 15200 E 120TH AVE	Commerce City	ADAMS	CO	80022	(303)842-6283
38357	A 4908 N HAVANA ST	Denver	DENVER	CO	80239	(303)371-6436
38361	A 18449 E 65TH AVE	Denver	DENVER	CO	80249	(720)498-6929
38364	A 3800 TOWER RD	Aurora	ADAMS	CO	80011	(720)429-6886
38372	A 7939 SILICON HEIGHTS	Colorado Springs	EL PASO	CO	80922	(719)663-1957
38390	A 599 S AIRPORT RD	Aurora	ARAPAHOE	CO	80017	(720)327-9106
38485	A 22500 E 168TH AVE	Lochbuie	WELD	CO	80603	(970)324-5650

38633	A 1120 NEWPORT ROAD	Colorado Springs	EL PASO	CO	80916	(719)244-4947
38638	A 3500 HWY 52	Frederick	WELD	CO	80516	(720)245-9929
38643	A 3572 BLUE HORIZON VIEW DR	Colorado Springs	EL PASO	CO	80924	(719)651-0940
38651	A 100 9TH ST	Denver	DENVER	CO	80203	(720)621-3387
38667	A 7500 S PIERCE ST	Littleton	JEFFERSON	CO	80128	(303)972-6479
38668	A 5670 BARNES RD	Colorado Springs	EL PASO	CO	80917	(719)510-9943
38725	A 11250 HURON ST	Northglenn	ADAMS	CO	80234	(720)916-3813
38758	A 905 E 144TH AVE	Thornton	ADAMS	CO	80241	(303)619-6076
38759	A 6482 N ACADEMY BLVD	Colorado Springs	EL PASO	CO	80918	(719)645-9024
38785	A 9995 W COLFAX AVE	Lakewood	JEFFERSON	CO	80215	(720)391-3766
38887	A 1111 MOUNTAIN AVE	Berthoud	LARIMER	CO	80513	(720)534-5630
38981	A 5586 N GARFIELD AVE	Loveland	LARIMER	CO	80538	(970)663-5718
39033	A 120 BLUE RIVER PKWY	Silverthorne	SUMMIT	CO	80498	(970)468-7505
39034	A 4601 S SANTA FE	Englewood	ARAPAHOE	CO	80110	(303)761-4068
39062	A 3190 WEST 38TH AVE.	Denver	DENVER	CO	80211	(303)455-2310
39067	A 12358 S PARKER RD	Parker	DOUGLAS	CO	80134	(303)840-3940
39075	B 4695 W 20TH ST	Greeley	WELD	CO	80634	(970)506-1859
39077	C 1401 9TH ST	Greeley	WELD	CO	80631	(970)353-0077
39078	C 1100 BROAD	Milliken	WELD	CO	80543	(970)587-2333
39079	B 200 N TAFT HILL RD	Fort Collins	LARIMER	CO	80521	(970)493-0285
39081	C 629 MAIN	Windsor	WELD	CO	80550	(970)686-5159
39082	B 1509 E EISENHOWER	Loveland	LARIMER	CO	80537	(970)667-1735
39096	A 1255 INTERQUEST PKWY	Colorado Springs	EL PASO	CO	80921	(720)621-3420
39160	A 1540 LAKE GULCH RD	Castle Rock	DOUGLAS	CO	80104	(000)000-0000
39169	A 221 S 8TH STREET	Colorado Springs	EL PASO	CO	809051630	(719)634-3800
39211	A 810 WILCOX ST	Castle Rock	DOUGLAS	CO	80104	(303)814-2359
39261	A 5490 WADSWORTH BYPASS	Arvada	JEFFERSON	CO	800023734	(303)420-2538

39274	B 495 SHERIDAN BLVD	Lakewood	JEFFERSON	CO	80226	(303)233-1660
39296	D 8820 N COLORADO BLVD	Thornton	ADAMS	CO	80229	(303)287-8500
39317	A 3520 TOWN CENTER DR	Highlands Ranch	DOUGLAS	CO	80129	(303)470-1315
39421	A 9301 S PARKER ROAD	Parker	DOUGLAS	CO	80134	(303)805-7294
39451	A 4301 STATE HWY 66	Mead	WELD	CO	80542	(970)535-4606
39501	B 10815 W JEWEL AVE	Lakewood	JEFFERSON	CO	802324851	(303)980-8590
39504	B 4351 S TAMARAC PKWY	Denver	DENVER	CO	80237	(303)220-1404
39510	J 3914 STATE HWY 119	Longmont	WELD	CO	80504	(303)774-7668
39519	B 7486 WESTGATE	Windsor	LARIMER	CO	80528	(970)223-5554
39528	B 16310 E QUINCY	Aurora	ARAPAHOE	CO	80015	(720)870-1194
39532	A 15550 E BRONCOS PKWY	Englewood	ARAPAHOE	CO	80112	(303)799-6811
39543	A 1901 N ACADEMY BLVD	Colorado Springs	EL PASO	CO	80909	(719)596-4674
39591	J 9355 E DRY CREEK RD	Centennial	ARAPAHOE	CO	80112	(720)877-4302
39622	H 15296 E HAMPDEN AVE	Aurora	ARAPAHOE	CO	80014	(303)766-0058
39641	A 4700 BASELINE RD	Boulder	BOULDER	CO	80303	(000)000-0000
39729	A 2299 SOUTH HAVANA ST	Aurora	ADAMS	CO	80014	(303)377-3253
39730	A 1110 S PIERCE	Lakewood	JEFFERSON	CO	80232	(303)935-3652
39731	A 9100 W KEN CARYL	Littleton	JEFFERSON	CO	80128	(303)979-1714
39732	A 13690 E ALAMEDA	Aurora	ARAPAHOE	CO	80012	(303)360-8624
39733	A 9010 PARK MEADOWS DR	Littleton	DOUGLAS	CO	80124	(303)649-1862
39738	A 1285 W BASELINE RD	Lafayette	BOULDER	CO	80026	(303)926-0639
39739	A 80 PLUM CREEK PKWY	Castle Rock	DOUGLAS	CO	80104	(303)814-2053
39741	A 7610 DEBBIE LN	Castle Rock	DOUGLAS	CO	80108	(303)688-2336
39742	A 4175 W 120TH	Broomfield	BROOMFIELD	CO	80020	(303)460-8470
39743	A 3650 HIGHLAND RANCH PKWY	Littleton	DOUGLAS	CO	80126	(303)346-2656
39746	A 8076 BLAKELAND	Littleton	DOUGLAS	CO	80125	(720)344-2110
39752	A 2271 W 128TH	Westminster	ADAMS	CO	802341307	(303)920-0709

39753	A 7190 SIMMS	Arvada	JEFFERSON	CO	80004	(720)898-0281
39767	J 290 S PIERCE ST	Lakewood	JEFFERSON	CO	80226	(303)274-7550
39768	A 12085 E COLFAX AVE	Aurora	ARAPAHOE	CO	80010	(303)344-0902
39773	J 3083 BRIGHTON BLVD	Denver	DENVER	CO	80216	(303)380-4603
39774	J 9590 FEDERAL	Federal Heights	ADAMS	CO	80260	(303)430-4180
39834	A 7505 E PARKWAY DR	Littleton	DOUGLAS	CO	80124	(303)790-9994
39847	A 9171 E ARAPAHOE RD	Greenwood Village	ARAPAHOE	CO	80112	(000)000-0000
39848	A 3550 DOWNING ST	Denver	DENVER	CO	80205	(000)000-0000
39849	A 3490 PARK AVE WEST	Denver	DENVER	CO	80216	(000)000-0000
39853	A 180 STEPHENS WAY	Silverthorne	SUMMIT	CO	80498	(000)000-0000
39859	J 7260 EAST 36TH AVE	Denver	DENVER	CO	80238	(303)321-2619
41130	H 2501 11TH AVE	Greeley	WELD	CO	80631	(970)580-1603
41224	A 706 E EISENHOWER BLVD	Loveland	LARIMER	CO	80537	(970)308-2285
41243	A 1400 2ND ST	Fort Lupton	WELD	CO	80621	(970)408-1268
41257	H 402 VASQUEZ BLVD	Platteville	WELD	CO	80651	(720)692-8660
41334	A 3529 W 4TH ST	Greeley	WELD	CO	80634	(214)587-7635
41337	A 501 S FEDERAL BLVD	Denver	DENVER	CO	80219	(000)000-0000
41348	A 1360 S 96TH ST	Louisville	BOULDER	CO	80027	(720)910-3794
41543	A 16550 KEYSTONE BLVD	Parker	DOUGLAS	CO	80134	(303)841-3596
41581	A 2205 E 104TH AVE	Northglenn	ADAMS	CO	80233	(720)281-5771
41743	H 641 14TH ST	Fort Lupton	WELD	CO	80621	(720)428-9335
41861	A 7530 VILLAGE SQUARE DR	Castle Pines	DOUGLAS	CO	80108	(720)829-6935
41865	H 1110 S WADSWORTH BLVD	Lakewood	JEFFERSON	CO	80232	(682)380-7636
41867	A 3334 ARAPAHOE RD	Erie	WELD	CO	80516	(720)600-1147
41877	A 105 S 2ND ST	La Salle	WELD	CO	80645	(817)471-6906
41990	H 2950 N GARFIELD AVE	Loveland	LARIMER	CO	80538	(970)397-6649
42055	A 22998 E SMOKY HILL RD	Aurora	ARAPAHOE	CO	80016	(303)842-2628

42149	H	11601 W 64TH AVE	Arvada	JEFFERSON	CO	80004	(720)921-0538
43293		650 BUCK HWY	Bayfield	LA PLATA	CO	81122	(970)884-9860
61716	X	3083 BRIGHTON BLVD	Denver	DENVER	CO	80216	(303)292-0295



Town of Johnstown

Item #10.

DATE: August 31, 2023

TOWN OF JOHNSTOWN POLICE DEPARTMENT

Fermented Malt Beverage & Wine Liquor License

- Name and address of Applicant} Sabica 3, Inc & 7-Eleven, Inc
PO Box 1339044
Dallas, TX 75313
1. Trade Name and Address} 7-Eleven Store #34316A
6150 E Hwy 34
Johnstown, CO 80534
2. Date of Application: August 31, 2023
3. Type of Application: Fermented Malt Beverage & Wine
4. Documents Accompanying Application
- A. Local and State License Fees} Submitted with application
 - B. Evidence of Correct Zoning} N/A
 - C. Building Plans and or Sketch of Interior} N/A
 - D. Distance from School as per State} N/A
 - E. Deed or Lease or Assignment of Lease or Ownership: Leased – December 31, 2024
5. Evidence of Public Notice
- A. Posting of Premises} N/A
 - B. Legal Publication } N/A
6. Investigation: Police Department Case#}
- A. Applicant has made application for renewal of their FMB liquor license.
 - B. 7-Eleven Store #34316A. They did fail a compliance check on 05/24/23 after selling served an alcoholic beverage (Coors Light - fermented malt beverage) and a pack of Camel Blue cigarettes to the underage operative. The employee was cited into Larimer County court.
 - C. Cooperation with law enforcement has been good.
8. Findings of fact:
- A. Sabica 3, Inc & 7-Eleven, Inc dba 7-Eleven Store #34316A holds liquor license #04-00260 that expires October 21, 2023. This store did fail a compliance check on, but has no other violations in the last calendar year.
 - B. The required fees were submitted.
 - C. It is my recommendation that the renewal be approved.


CHIEF OF POLICE


DATE

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LIQUOR ENFORCEMENT DIVISION

CASE REPORT

GENERAL INFORMATION

Branch: LIQ **Case Number:** LIQ2300000616
How Received: Mail **Incident Number:** LIQ0013002219
Call Date: 05/24/2023 **Occurred From:** 05/24/2023
Reporting Officer: Kuchyt, Mark **Occurred To:** 05/24/2023

LOCATION OF INCIDENT

Location: 7-Eleven #34316 **Telephone:** 970-461-4651
District: Denver (LDN) **Beat:**
Address: 6150 E US-34, Johnstown, CO 80534

NATURE OF CASE

Record Type: COMPLIANCE CHECK **Case Start Date:** 05/24/2023
Call Type: 4102.10 **Case End Date:** 05/31/2023
Call Type Desc.: LIQ, SALE TO UNDERAGE PERSON **Disposition:**
Case Status: Cleared **Last Update:** 06/01/2023
Investigator: Kuchyt, Mark **Updated By:** KUCHYML

CASE SUMMARY

On 5/24/23, the Colorado Liquor Enforcement Division conducted compliance check operations in Johnstown, Larimer County, CO. The compliance check operation utilized a 19-year-old male underage operative to determine compliance with laws pertaining to underage alcohol beverage sales and tobacco sales within on and off-liquor licensed premises locations.

During the course of the operation, the underage operative was sent to 7-Eleven #34316 located at 6150 E US-34, Johnstown, CO 80534, 7-Eleven #34316 has a Fermented Malt Beverage and Wine Liquor License (#04-00260) and a Tobacco Retailer Off-Premises License (TOB-001976). 7-Eleven #34316, employee, [REDACTED] sold or served an alcoholic beverage (Coors Light - fermented malt beverage) and a pack of Camel Blue cigarettes to the underage operative. [REDACTED] was issued a criminal summons (#21047) for the violation.

HISTORY OF VIOLATOR:

A check of the Liquor Enforcement Division's L.E.D. system indicates 7-Eleven #34316 has had no prior violation within the last year for Sell to Minor. A check with the Johnstown, Larimer County City/County Clerk indicates that 7-Eleven #34316 has not had any violations within the last year.

Notice of Hearing Forthcoming

CONCLUSION AND RECOMMENDATIONS:

On 5/24/23 the Licensee, by and through its employee, [REDACTED] permitted the selling, serving, giving, or procuring of an alcoholic beverage (Coors Light - fermented malt beverage) and tobacco (pack of Camel Blue cigarettes) without verifying an id to 22MLK18054, A 19-year-old male Liquor Enforcement Division underage purchaser. It can be concluded that a violation of the Colorado Liquor Code and Colorado Tobacco Code did occur.

OFFENSES

Offense #: 1 **Offense Code:** 44-3-901(1)(B)(I)
Title: Sell, serving, giving, procuring alcohol to underage person
Att./Comp.: C **Status:** O

Offense #: 2 **Offense Code:** 44-3-901 (11)
Title: Fail to Request/Examine Identification
Att./Comp.: C **Status:** O

CITATIONS

Citation #: 21047 **Violation Code:** 44-3-901(1)(B)(I)
Description: Sell, serving, giving, procuring alcohol to underage person
Citee: [REDACTED] **Officer:** kuchymI
Location Name: 7-Eleven #34316
Address: 6150 E US-34 , Johnstown, CO 80534

Citation #: 21047 **Violation Code:** 44-3-901 (11)
Description: Fail to Request/Examine Identification
Citee: [REDACTED] **Officer:** kuchymI
Location Name: 7-Eleven #34316
Address: 6150 E US-34 , Johnstown, CO 80534

INVOLVED OFFICERS

Assisting Officer: Burns, Jeremy **Duty:**
Assisting Officer: Kuchyt, Mark **Duty:**

NARRATIVES

Narrative Type: Report / Case Narrative**Entered By:** KUCHYML**Description:** Case Narrative**Entry Date:** 06/01/2023

OPERATION INFORMATION:

On 5/24/23, State Liquor Enforcement Investigator Jeremy Burns and I, conducted compliance check operations in Johnstown, Larimer County, CO. The compliance check operation utilized a 19-year-old male minor operative to determine compliance with laws pertaining to underage beverage alcohol sales and tobacco sales within on and off-liquor licensed premises locations.

The underage operative used during the operation has been assigned 22MLK18054. 22MLK18054 is A 19-year-old male. Prior to the operation, the operative was briefed by myself on the compliance check model guidelines and policies regarding compliance checks. A photograph was taken of the operative, to document his appearance.

Prior to beginning this operation, the operative was instructed to say that he did not have any identification with him if asked for ID by any sales staff, his id was taken from him before he went out on the operation. The operative was instructed that if asked questions by clerks or salespersons within any liquor-licensed establishments regarding his date of birth, age, or related topics, he was allowed to verbally alter his real age and date of birth, to reflect the age of 21 or older.

The operative was instructed to attempt to purchase an alcoholic beverage for off-premises locations and order an alcoholic beverage for on-premises locations. He was further instructed that if a purchase was made at an off-premises location, he was to immediately deliver the unopened beverages to one of the Investigators outside the establishment.

The operative carried only State Liquor Enforcement funds provided. The operative carried a recording device to record the transaction; a copy of the recording is available from the LED upon request.

LIQUOR LICENSEE INFORMATION:

During the operation, the underage operative was sent into 7-Eleven #34316, d/b/a/ 7-Eleven #34316, 6150 E US-34, Johnstown, CO 80534. 7-Eleven #34316 is licensed as a Fermented Malt Beverage and Wine Liquor License #04-00260 and a Tobacco Retailer Off-Premises License (TOB-001976).

COMPLIANCE CHECK INVESTIGATION:

At approximately 1020 hours, we drove to the above listed licensed premises. 22MLK18054 was in possession of two \$20.00 bills, to attempt the purchase. Investigator Jeremy Burns and I remained outside the establishment while the minor operative went in to attempt the purchase.

22MLK18054 walked into 7-Eleven #34316 and was greeted by a female (later identified as [REDACTED]). 22MLK18054 selected a Coors Light - fermented malt beverage and took it to [REDACTED]. 22MLK18054 also asked for a pack of Camel Blue cigarettes. [REDACTED] did not ask 22MLK18054 for his ID and sold 22MLK18054 the Coors Light - fermented malt beverage and Camel Blue cigarettes for \$12.98 without verifying a valid form of ID. 22MLK18054 exited the store with the Coors Light - fermented malt beverage, the Camel Blue cigarettes and his change \$7.02. 22MLK18054 described [REDACTED] as the employee who sold him the alcohol and tobacco.

Investigator Jeremy Burns and I entered the establishment and observed [REDACTED] described by 22MLK18054. We contacted [REDACTED] and we identified ourselves. We advised [REDACTED] that she had just sold alcohol and tobacco to an underage person. I asked [REDACTED] for her identification, and she provided me with her CO DL # [REDACTED].

I took a photograph of the Coors Light - fermented malt beverage and the Camel Blue cigarettes to add to the case file.

I issued employee [REDACTED] summons #21047 for violation of 44-3-901(1) (b) (i) for selling, serving, giving or allowing the procuring of alcohol beverages to a person under 21 years of age and 44-3-901(11)(a) for failing to verify 21 by requiring ID. Court trial is set for 6/26/23, at 0830 hours, in Larimer County Court.

We then exited the establishment and returned to our vehicle.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 18, 2023
- SUBJECT:** Public Hearing - Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)
- ACTION PROPOSED:** Consider and Approve Resolution 2023-43 Approving the Preliminary Subdivision Plat and Development Plan for Revere North Subdivision
- ATTACHMENTS:**
1. Resolution 2023-43
 2. Vicinity Map
 3. Preliminary Plat
 4. Preliminary Development Plan
 5. Architectural Elevations
 6. PZC Staff Report (August 23, 2023)
 7. Staff Presentation
 8. Applicant Presentation
 9. Preliminary Transportation Impact Study
 10. Preliminary Stormwater Drainage Report
- PRESENTED BY:** Tyler Smith, Planner
-

AGENDA ITEM DESCRIPTION:

The Applicant, Forestar Real Estate Group, LLC, requests the approval of a Preliminary Plat and Preliminary Development Plan (Attachments 3 & 4) encompassing 309.4 acres. The project site is located North of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran’s Parkway), near future High Plains Boulevard alignment. (Attachment 2)

The proposed preliminary Plat and Development Plan would create 253 single-family units in addition to 86 alley-loaded duplexes/paired units for a total of 339 residential units in the initial filing, with right-of-way shown for major streets, large tracts for future development, and numerous outlots for easements, landscaping, open space/parks, utilities, and drainage. This development includes one amenity center lot totaling 4.5 acres and just over 15.3 acres of additional open space. (Attachments 3 & 4)

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This property has historically been undeveloped agricultural land, in Larimer County. The property was annexed into the Town of Johnstown in 2005 under the GHB Annexation No. 1 and GHB Annexation No. 2, with Ordinance 2005-755. The Outline Development Plan for Revere North was approved in 2019 under Great Plains Village.

The Developer has provided architectural elevations of the proposed building products that comply with Town’s codes, regulations, and standards. Staff is satisfied that the building elevations, materials, and elevations are in alignment with the guideline’s intent. The elevations proposed meet the overall design standards. (Attachment 5)

The Planning & Zoning Commission (PZC) held a public hearing on August 23, 2023, to consider the proposed project and gather public feedback. Public comments were collected from adjacent land owners and centered mostly on weed control, property access and traffic generated by the development.

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 to recommend to the Town Council approval of this Preliminary Subdivision Plat and Preliminary Development Plan.

LEGAL ADVICE:

Resolution was prepared by the Town Attorney.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION:

Planning & Zoning Commission recommends, and Staff agrees with, a recommendation to Town Council to Approve Resolution 2023-43 Approving the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North Subdivision.

SUGGESTED MOTIONS:


For Approval

I move to approve Resolution 2023-43 approving the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North Subdivision.

For Denial

I move to deny Resolution 2023-43.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-43**

APPROVING THE PRELIMINARY PLAT AND PRELIMINARY DEVELOPMENT PLAN FOR REVERE NORTH SUBDIVISION, A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 309.4 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, Forestar, a Colorado limited liability company, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for Revere North Subdivision, being a parcel of land situated in the southeast quarter of section 35 and the southeast quarter of section 36, township 5 north, range 68 west of the 6th p.m., The Town of Johnstown, county of Larimer, state of Colorado, consisting of approximately 309.4 acres

WHEREAS, on August 23, 2023, the Planning and Zoning Commission held a hearing, reviewed the request, and recommended that the Town Council approve the Preliminary Plat and Preliminary Development Plan; and

WHEREAS, on September 18, 2023, the Town Council held a public hearing concerning approval of the Preliminary Plat and Preliminary Development Plan and, after considering the Planning and Zoning Commission’s recommendation, reviewing the file and conducting such hearing, found that the Preliminary Plat and Preliminary Development Plan for the Revere North subdivision are consistent with the Town’s Comprehensive Plan and meet the requirements contained in the Johnstown Municipal Code and the Town’s regulations; and

WHEREAS, based on the foregoing, the Town Council desires to approve the Preliminary Plat and Preliminary Development Plan for the Revere North subdivision.

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

Section 1. Preliminary Plat Approval: The Preliminary Plat for the Revere North subdivision, being a parcel of land situated in the southeast quarter of section 35 and the southeast quarter of section 36, township 5 north, range 68 west of the 6th Principal Meridian, Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.4 acres, attached here to and incorporated herein by reference at Exhibit A, is hereby approved.

Section 2. Preliminary Development Plan Approval: The Preliminary Development Plan for the Revere North subdivision, attached hereto and incorporated herein by reference at Exhibit B, is hereby approved.

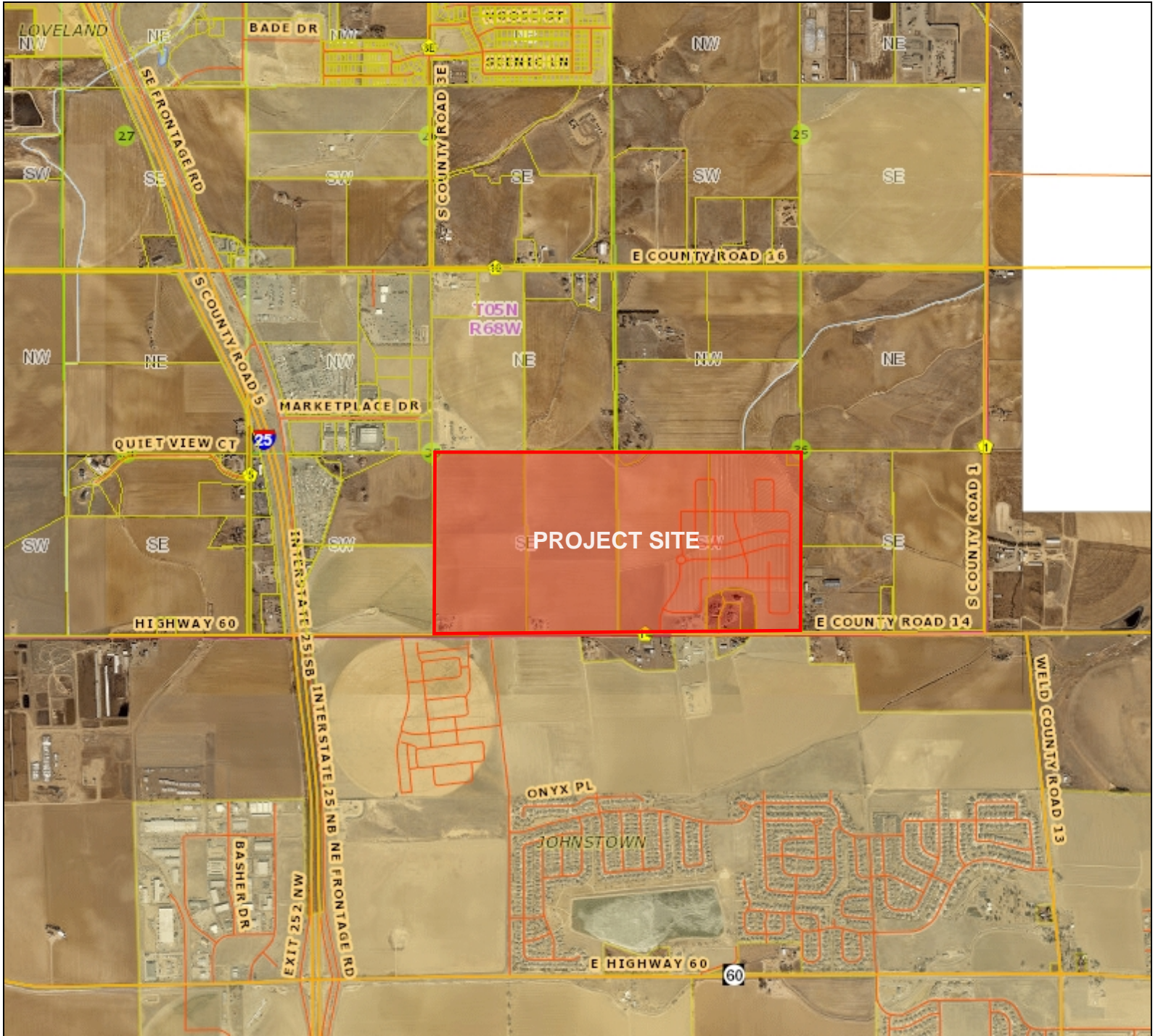
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ____ day of September, 2023.

ATTEST:














TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

- | | | |
|--|---|---|
|  Tax Parcels |  Incorporated Areas | COLARI21-SID-LTD-2INCH.sid |
|  Railroads |  PLSS Township and Range |  Red: Band_1 |
|  Major Road System |  PLSS Sections |  Green: Band_2 |
|  Road System |  PLSS Quarter Sections |  Blue: Band_3 |
|  Lakes and Ponds |  City or Town | COLARI21-SID-AW-6INCH.sid |

Notes

0.3 0 0.3 Miles

Scale
1: 24,000



This map was created by Larimer County GIS using data from multiple sources for informal purposes only. This map may not reflect recent updates prior to the date of printing. Larimer County makes no warranty or guarantee concerning the completeness, accuracy, or reliability of the content represented.

Date Prepared: 8/9/2023 3:09:19 PM



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Revision table with columns: No., Rev. Date, Revision Type, and rows 1-6.

Designed: DSB, Job No.: 1060-08, Scale Horiz: N/A, Sheet: 1 of 11, Date: FEBRUARY 8, 2023, Prepared: JAV, Approved: DSB

REVERE NORTH FILING NO. 1, TOWN OF JOHNSTOWN, COLORADO, PRELIMINARY PLAT

REVERE NORTH FILING NO. 1

OWNERSHIP AND DEDICATION

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

GENERAL NOTES

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

- 1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.65 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

- 1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;

HAVE BY THESE PRESETS, CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED INTO LOTS, BLOCKS, OUTLOTS AND STREET RIGHTS-OF-WAY, TO BE KNOWN AS REVERE NORTH FILING NO. 1, AND DO HEREBY DEDICATE TO THE TOWN OF JOHNSTOWN, FOREVER HEREAFTER, THE STREET RIGHTS-OF-WAY AND EASEMENTS AS INDICATED HEREON.

WITNESS OUR HANDS AND SEALS _____, DAY OF _____, 20_____

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC.

BY: _____

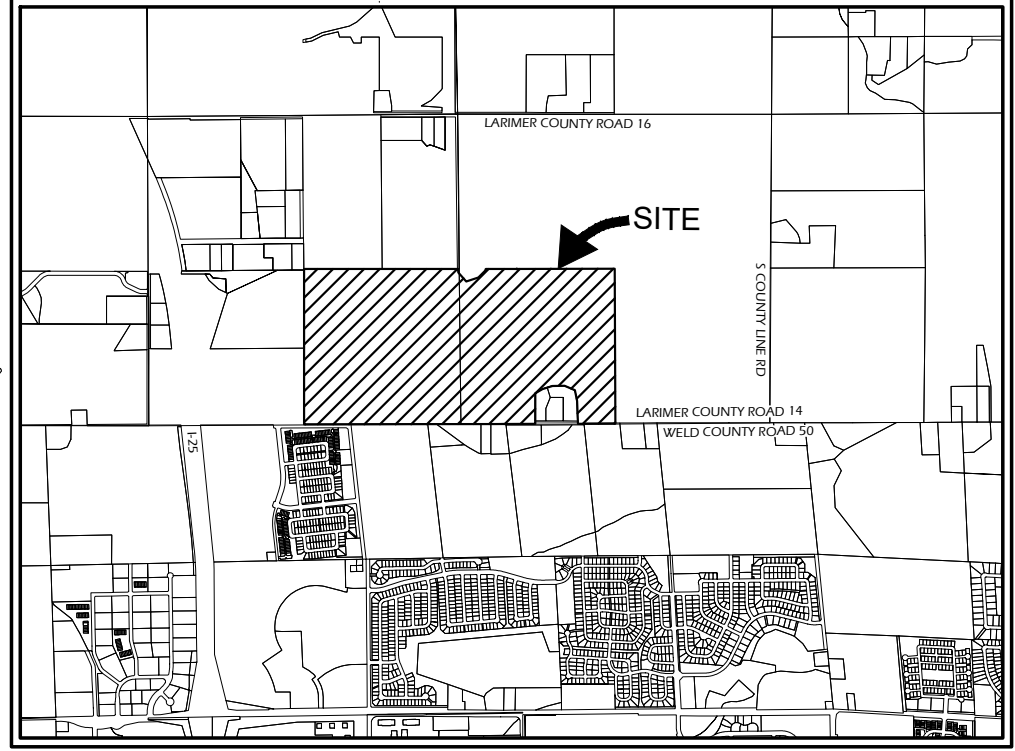
TITLE: _____

STATE OF _____

COUNTY OF _____

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20_____

BY _____ AS _____ OF FORESTAR (USA) REAL ESTATE GROUP INC.



VICINITY MAP SCALE: 1" = 1500'

DISTRICT ACCEPTANCE

THE UNDERSIGNED _____ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

_____ A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: _____
NAME: _____
AS: _____

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY _____ AS _____ OF _____

THIS _____ DAY OF _____, 20_____

WITNESS MY HAND AND SEAL: _____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SHEET INDEX

Table with columns SHEET NO. and SHEET TITLE, listing sheets 1-11 and their respective titles like COVER, OVERALL, LOT DETAILS, etc.

LAND USE TABLE

Table with columns LOT NO., SQ. FT., ACRES, and %, listing land use details for various lots.

OUTLOT SUMMARY table with columns USE, OWNED, MAINTAINED, SQ. FT., and ACRES, listing details for outlots A through T.

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY LJA SURVEYING TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, LJA SURVEYING RELIED UPON THE TITLE COMMITMENT PREPARED BY STEWART TITLE GUARANTY COMPANY, COMMITMENT NUMBER 23000310053, WITH A COMMITMENT DATE OF FEBRUARY 03, 2023 AT 5:30 P.M.

THE LINEAL UNIT USED IN THE PREPARATION OF THIS SURVEY IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5S NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON BOTH ENDS BY A NO. 6 REBAR WITH 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN MONUMENT BOX.

FLOODPLAIN: THE SURVEYED PROPERTY IS LOCATED WITHIN ZONE X. OTHER AREAS — DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP (FIRM) — MAP NUMBER 0806921405G WITH A MAP REVISED DATE OF JANUARY 15, 2021.

STREET MAINTENANCE: IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE TOWN UNTIL AND UNLESS THE STREETS ARE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE TOWN OF JOHNSTOWN IN EFFECT AT THE DATE CONSTRUCTION PLANS ARE APPROVED BY THE TOWN ENGINEER, AND PROVIDED THAT CONSTRUCTION OF SAID ROADWAY(S) IS STARTED WITHIN ONE (1) YEAR OF CONSTRUCTION PLAN APPROVAL. THE OWNER(S), DEVELOPER(S), AND/OR SUBDIVIDER(S), THEIR SUCCESSORS AND/OR ASSIGNS, IN INTEREST, SHALL BE RESPONSIBLE FOR STREET MAINTENANCE AS STATED ABOVE.

DRIVES, PARKING AREAS AND UTILITY EASEMENTS MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, THE ADJACENT PROPERTY OWNERS(S), HOMEOWNER'S ASSOCIATION, METROPOLITAN DISTRICTS, OR OTHER ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF ANY AND ALL PRIVATE DRIVES, PARKING AREAS AND EASEMENTS (CROSS—ACCESS EASEMENTS, DRAINAGE EASEMENTS, ETC.)

LANDSCAPE MAINTENANCE: THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST, ADJACENT PROPERTY OWNERS(S), HOMEOWNERS' ASSOCIATION, METROPOLITAN DISTRICTS, OR ENTITY OTHER THAN THE TOWN IS RESPONSIBLE FOR MAINTENANCE AND UPKEEP OF PERIMETER FENCING OR WALLS, LANDSCAPING AND LANDSCAPED AREAS AND SIDEWALKS BETWEEN THE PROPERTY LINE AND ANY PAVED ROADWAYS. THE OWNERS OF THIS SUBDIVISION, THEIR SUCCESSORS AND/OR ASSIGNS IN INTEREST OR AN ENTITY OTHER THAN THE TOWN AGREE TO THIS RESPONSIBILITY OF TOWN MAINTAINING ALL OTHER OPEN SPACE AREAS ASSOCIATED WITH THIS DEVELOPMENT.

SIGHT DISTANCE RESTRICTIONS: CONSISTING OF A 30 FOOT BY A 30 FOOT SIGHT DISTANCE TRIANGLE OR OF SUCH OTHER DIMENSIONS AS REQUIRED TO PROTECT SIGHT LINES, SHALL APPLY TO ALL LAND AREAS ADJACENT TO ALL PUBLIC AND PRIVATE ROAD INTERSECTIONS ON THIS PLAT. THE OWNERS OF SUCH ADJACENT LAND AREAS ARE PROHIBITED FROM ERECTING, GROWING, OR OTHERWISE PERMITTING ANY OBSTRUCTION WITHIN SUCH LAND AREA THAT IS OVER 3 FEET IN HEIGHT ABOVE THE ELEVATION OF THE LOWEST POINT ON THE CROWN OF THE ADJACENT ROADWAY.

PUBLIC SAFETY ACCESS, WHETHER FOR EMERGENCY OR NON-EMERGENCY PURPOSES, IS GRANTED OVER AND ACROSS ALL ACCESS WAYS FOR POLICE, FIRE AND EMERGENCY VEHICLES. IF ANY OR ALL ACCESS WAYS IN THIS SUBDIVISION ARE PRIVATE, THE HOMEOWNERS' ASSOCIATION OR METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR ENSURING THAT SUCH ACCESS WAYS ARE PASSABLE AT ALL TIMES, FOR POLICE, FIRE AND EMERGENCY VEHICLES.

GENERAL OVERLOT DRAINAGE NOTE: LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER IN ACCORDANCE WITH TOWN CRITERIA. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SUCH FACILITIES THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER.

STORM SYSTEM MAINTENANCE: THE TOWN OF JOHNSTOWN REQUIRES THAT MAINTENANCE ACCESS BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATION ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVIDERS AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER

A DRAINAGE EASEMENT IS HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT D AND E.

EMERGENCY ACCESS EASEMENTS ARE HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT A, OUTLOT B, AND OUTLOT C.

PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR PUBLIC PEDESTRIAN ACCESS.

TRACT A; TRACT B; TRACT C; TRACT D ARE RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION FOR THESE TRACTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.

THIS FINAL PLAT IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS REVERE NORTH FILING NO. 1, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____ PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO.

HELD ON THE _____ DAY OF _____, 20_____

BY: _____ MAYOR

BY: _____ TOWN CLERK

SURVEYOR'S CERTIFICATE

I DEREK S. BROWN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE ON _____ BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON, THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN PROVISIONS OF CHAPTER 17 - SUBDIVISIONS OF THE TOWN OF JOHNSTOWN MUNICIPAL CODE.

I ATTEST THE ABOVE ON THIS _____ DAY OF _____, 20_____

DEREK S. BROWN
COLORADO PLS NO. 38064
FOR AND ON BEHALF OF LJA SURVEYING
1765 WEST 121ST AVENUE, SUITE 300,
WESTMINSTER, COLORADO 80234



1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com

No.	Rev. Date:	Revision Type:
1		
2		
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4		
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Designed:	DSB	Job No.:	1060-08	Sheet:	2 of 12	Date:	FEBRUARY 8, 2023
Prepared:	XXX	Scale Horiz:	N/A	Approved:	DSB		

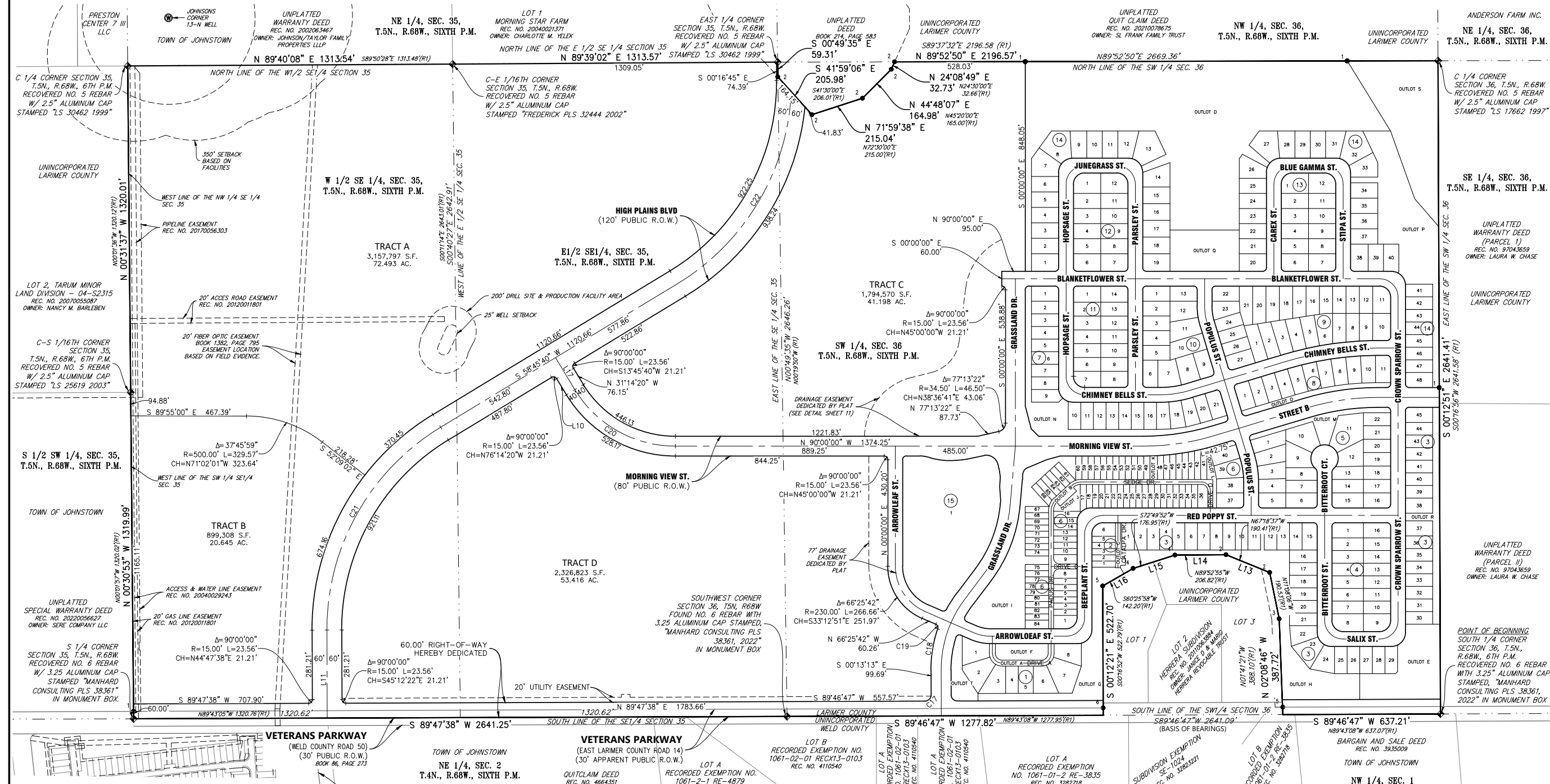
REVERE NORTH FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

PRELIMINARY PLAT

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



MONUMENT SYMBOL LEGEND

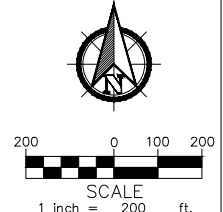
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1. RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 16847"
- 2. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 32444"
- 3. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 4. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 5. RECOVERED NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC STAMPED "KARSTEN 37881"
- 6. RECOVERED NO. 5 REBAR WITH NO CAP
- 1. SET 18" LONG NO. 5 REBAR WITH 1-1/4" ORANGE PLASTIC CAP STAMPED "LJA PLS 38064" FLUSH WITH GROUND
- (R1) RECORDED DIMENSION PER SPECIAL WARRANTY DEED, REC. NO. 20220035689

LINE	BEARING	DISTANCE
L10	S 31°14'20" E	76.15'
L11	S 00°12'22" E	356.27'
L13	N 67°47'19" W	190.49'
L14	S 89°36'34" W	206.85'
L15	S 72°19'30" W	176.98'
L16	S 59°56'08" W	142.24'
L17	N 31°14'20" W	151.15'

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C17	25.00'	90°00'00"	39.27'	N 44°46'47" E	35.36'
C18	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C19	15.00'	85°08'19"	22.29'	N 23°51'33" W	20.29'
C20	475.00'	58°45'40"	487.15'	S 67°37'10" E	466.08'
C21	955.00'	58°58'02"	982.88'	S 29°16'39" W	940.06'
C22	955.00'	56°19'11"	938.73'	N 30°36'05" E	901.39'

REFER TO SHEET 1 FOR OUTLOT AND TRACT TABLE

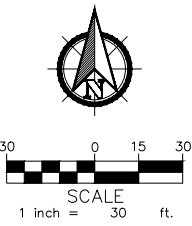
NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE



FOR REVIEW ONLY

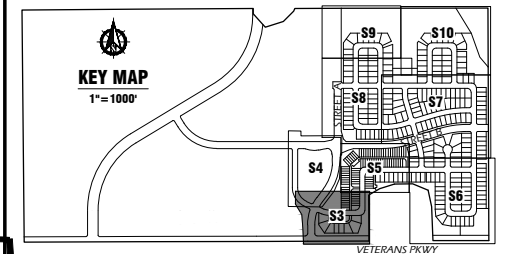
REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

- Ⓚ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED



LJA SURVEYING

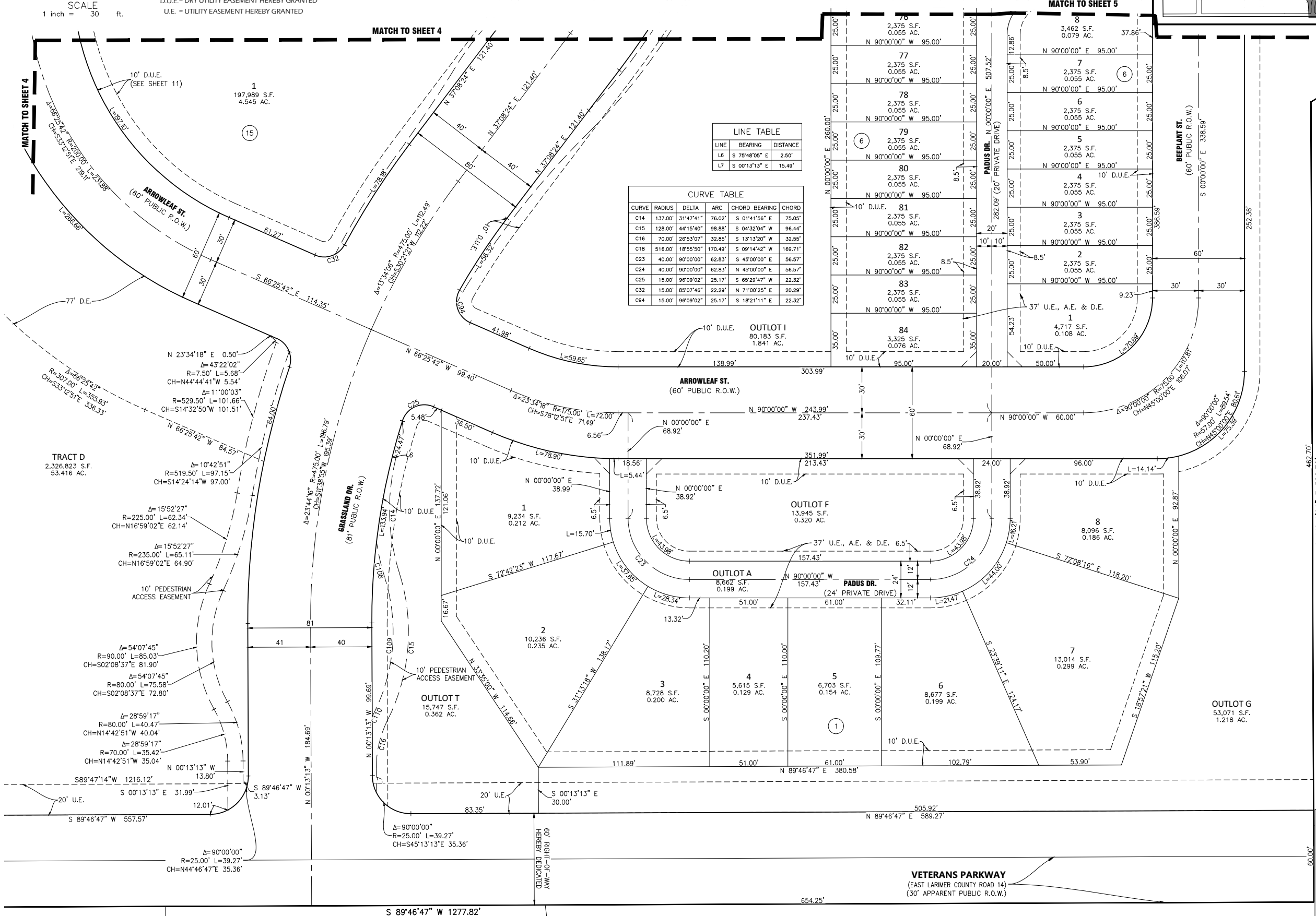
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Job No.: 1060-08
Scale Horiz: N/A
Scale Vert: N/A

Designed: DSB
Prepared: JAV
Approved: DSB

Revision Type:
No. 1
2
3
4
5
6

Sheet: 3 of 11
Date: FEBRUARY 8, 2023



LINE TABLE

LINE	BEARING	DISTANCE
L6	S 75°48'05" E	2.50'
L7	S 00°13'13" E	15.49'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C14	137.00'	31°47'41"	76.02'	S 01°41'56" E	75.05'
C15	128.00'	44°15'40"	98.88'	S 04°32'04" W	96.44'
C16	70.00'	26°53'07"	32.85'	S 13°13'20" W	32.55'
C18	516.00'	18°55'50"	170.49'	S 09°14'42" W	169.71'
C23	40.00'	90°00'00"	62.83'	S 49°00'00" E	56.57'
C24	40.00'	90°00'00"	62.83'	N 49°00'00" E	56.57'
C25	15.00'	96°09'02"	25.17'	S 69°29'47" W	22.32'
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C94	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

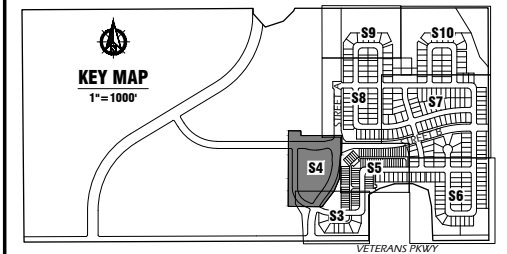
FOR REVIEW ONLY

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

L:\JOB FOLDERS\1060-08\PROCD\FINAL PLAT\FINAL PLAT PRINTED ON 6/23/2023 3:58 PM

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 36 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



Item #11

1765 W. 121st Avenue
Suite 300
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No.	Rev.	Date:	Revision Type:
1			
2			
3			
4			
5			
6			

Designed: DSB
 Prepared: JAV
 Approved: DSB

Job No.: 1060-08
 Scale Horiz: N/A
 Sheet: 4 of 11
 Date: FEBRUARY 8, 2023

LEGEND

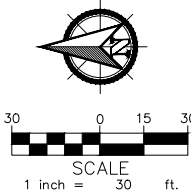
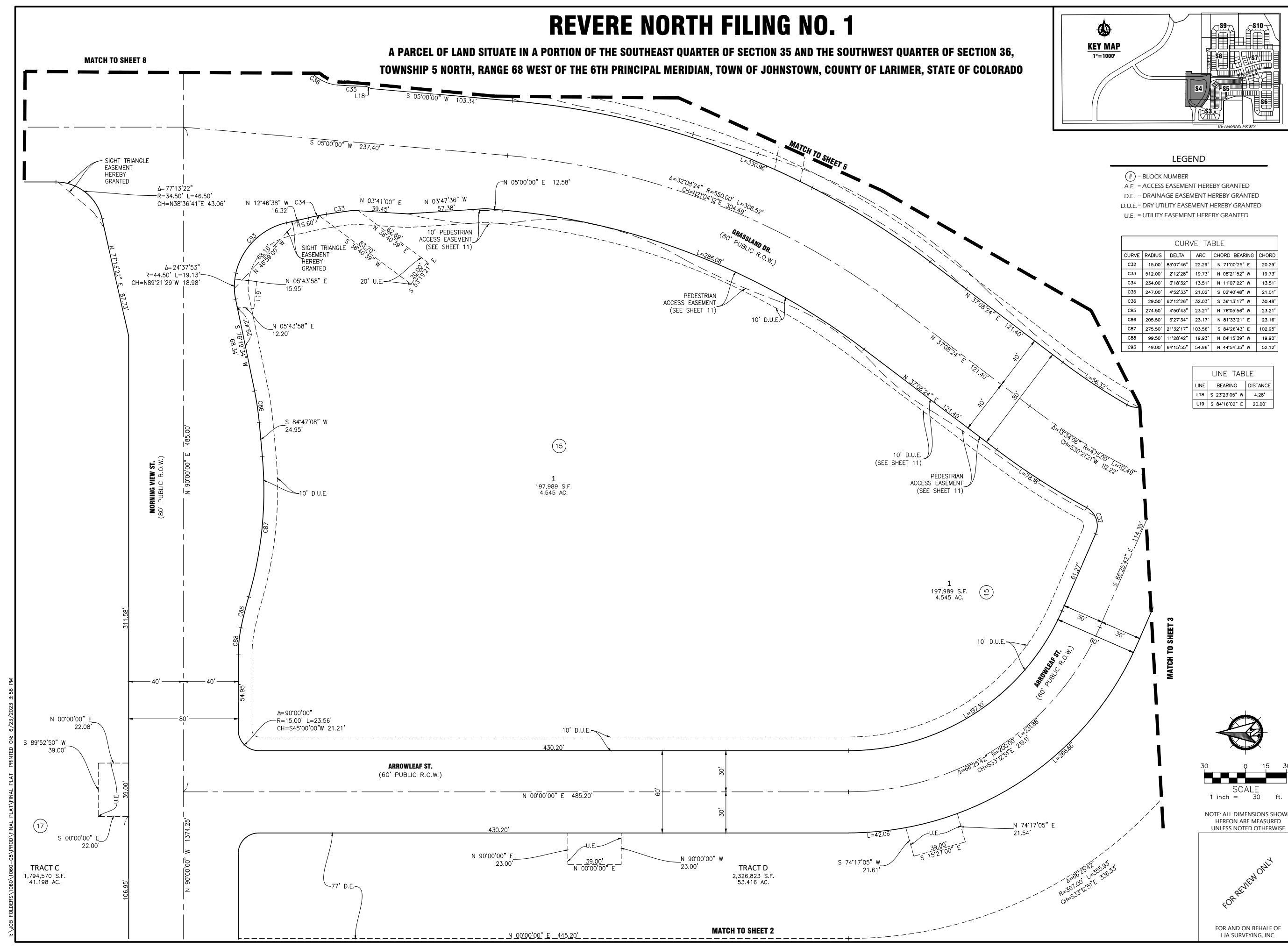
- # = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.28'
C33	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C34	234.00'	3°18'32"	13.51'	N 11°07'22" W	13.51'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C85	274.50'	4°50'43"	23.21'	N 76°05'56" W	23.21'
C86	205.50'	6°27'34"	23.17'	N 81°33'21" E	23.16'
C87	275.50'	21°32'17"	103.56'	S 84°26'43" E	102.95'
C88	99.50'	11°28'42"	19.93'	N 84°15'39" W	19.90'
C93	49.00'	64°15'55"	54.96'	N 44°54'35" W	52.12'

LINE TABLE

LINE	BEARING	DISTANCE
L18	S 23°23'05" W	4.28'
L19	S 84°16'02" E	20.00'



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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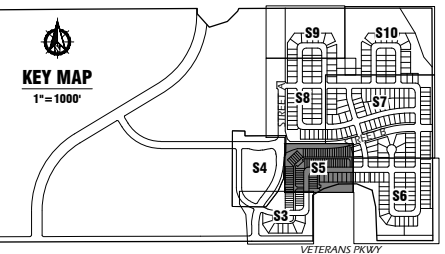
REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

No. 4

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REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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Rev. Date:

Revision Type:

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Job No.: 1060-08

Scale Horiz: N/A

Scale Vert: N/A

Designed: DSB

Prepared: JAV

Approved: DSB

Sheet: 5 of 11

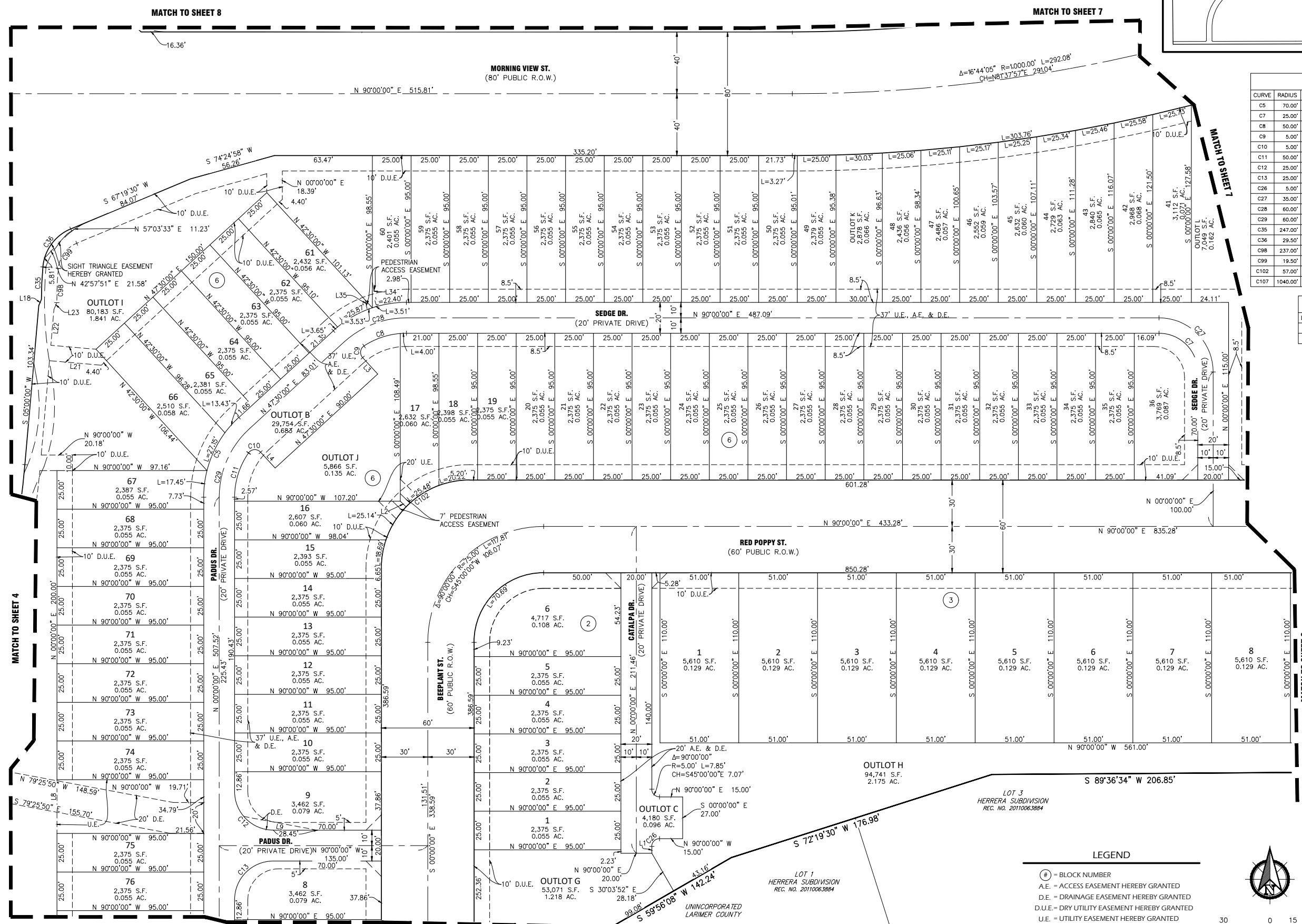
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1

TOWN OF JOHNSTOWN, COLORADO

PRELIMINARY PLAT

No. 5



CURVE TABLE

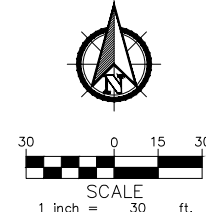
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C5	70.00'	22°13'29"	27.15'	S 25°23'56" W	26.98'
C7	25.00'	90°00'00"	39.27'	N 45°00'00" W	35.36'
C8	50.00'	28°40'47"	25.03'	S 71°04'17" W	24.77'
C9	5.00'	99°13'54"	8.66'	S 07°06'57" W	7.62'
C10	5.00'	102°32'49"	8.95'	S 86°13'36" W	7.80'
C11	50.00'	34°57'11"	30.50'	S 17°28'36" W	30.03'
C12	25.00'	90°00'00"	39.27'	S 45°00'00" E	35.36'
C13	25.00'	90°00'00"	39.27'	S 45°00'00" W	35.36'
C26	5.00'	90°00'00"	7.85'	S 45°00'00" W	7.07'
C27	35.00'	90°00'00"	54.98'	N 45°00'00" W	49.50'
C28	60.00'	42°30'00"	44.51'	S 68°45'00" W	43.49'
C29	60.00'	47°30'00"	49.74'	S 23°45'00" W	48.33'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C98	237.00'	5°21'58"	22.20'	S 02°26'05" W	22.19'
C99	19.50'	62°12'26"	21.17'	S 36°13'17" W	20.15'
C102	57.00'	25°36'46"	25.48'	S 56°51'53" W	25.27'
C107	1040.00'	2°21'19"	42.75'	N 74°26'35" E	42.75'

LINE TABLE

LINE	BEARING	DISTANCE
L18	S 23°23'05" W	4.28'
L19	S 84°16'02" E	20.00'

LEGEND

⊙ = BLOCK NUMBER
A.E. = ACCESS EASEMENT HEREBY GRANTED
D.E. = DRAINAGE EASEMENT HEREBY GRANTED
D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
U.E. = UTILITY EASEMENT HEREBY GRANTED



NOTE: ALL DIMENSIONS SHOWN
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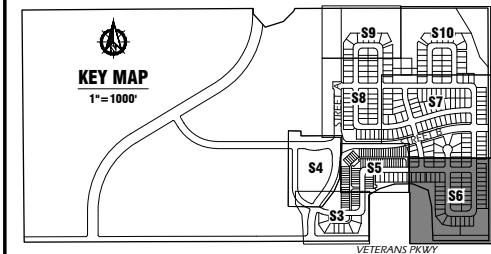
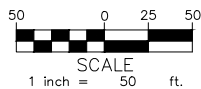
No.	Rev. Date:	Revision Type:
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Designed:	DSB	Job No.:	1060-08	Sheet:	6 of 11	Date:	FEBRUARY 8, 2023
Prepared:	JAV	Scale Horiz:	N/A	Approved:	DSB		

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

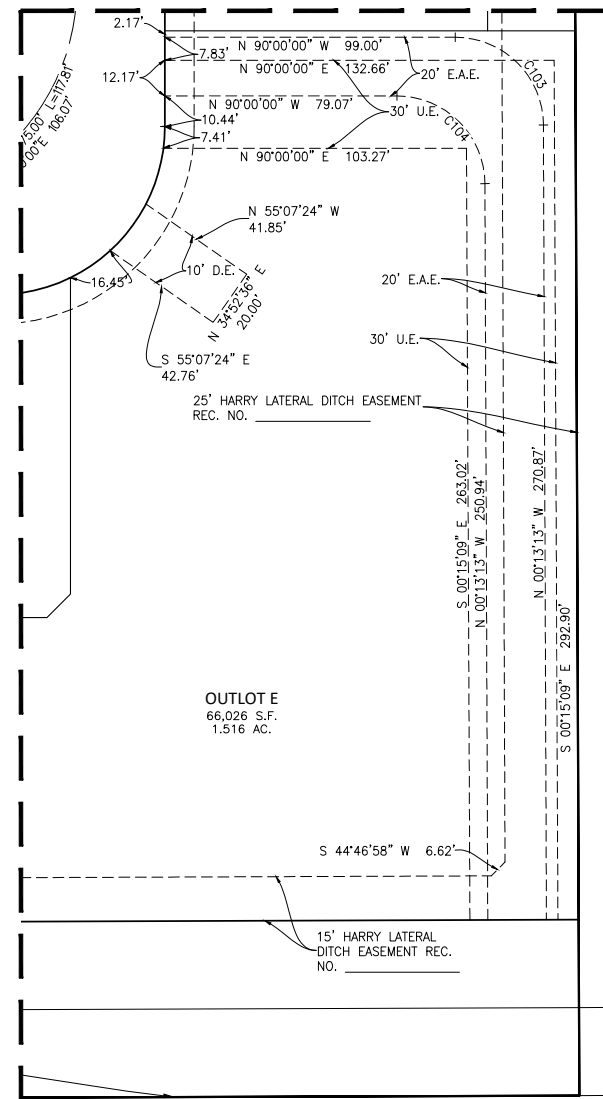
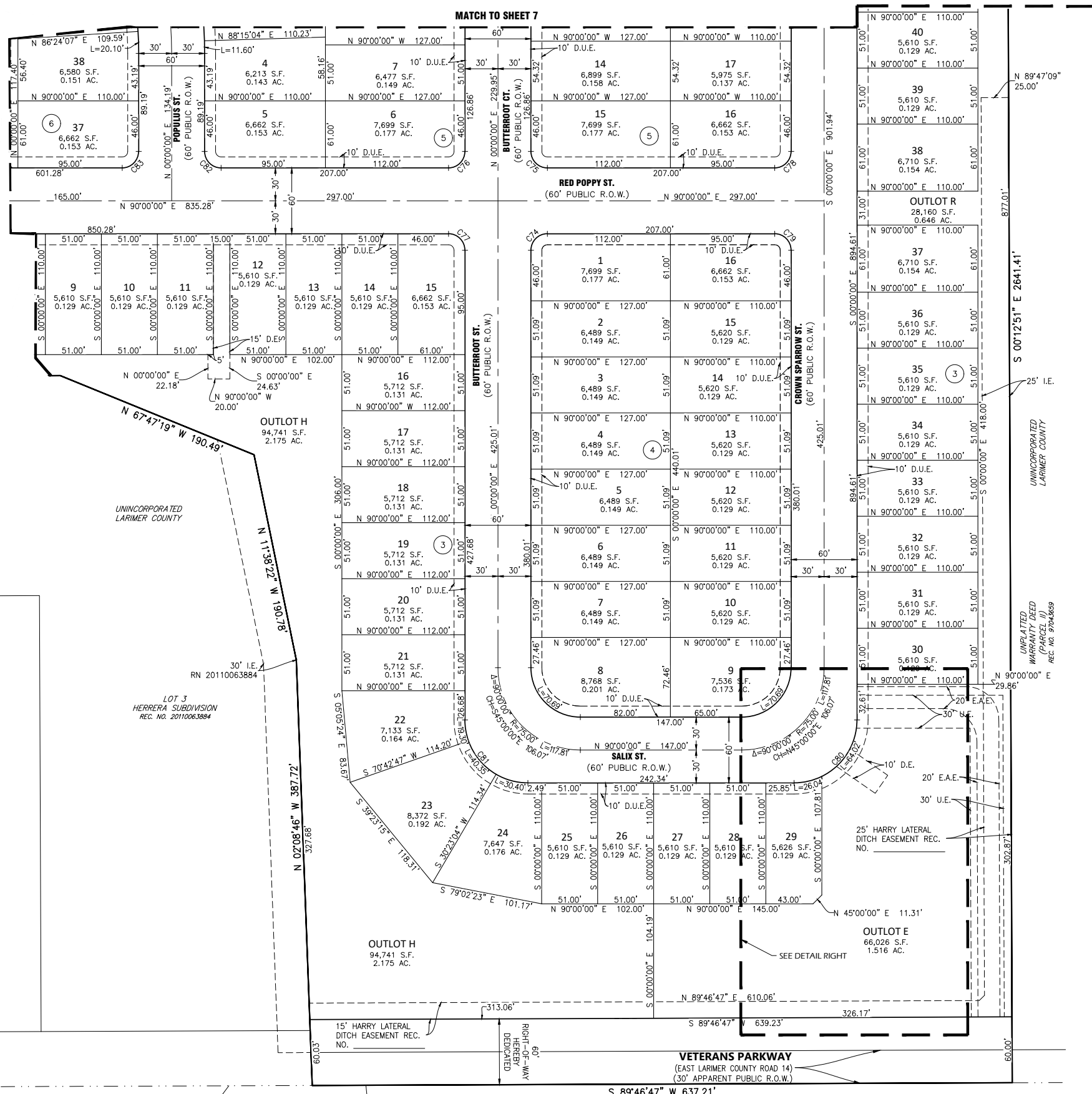
REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



MATCH TO SHEET 5

MATCH TO SHEET 7



- LEGEND**
- ⊕ = BLOCK NUMBER
 - A.E. = ACCESS EASEMENT HEREBY GRANTED
 - D.E. = DRAINAGE EASEMENT HEREBY GRANTED
 - D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
 - U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING	CHORD
C74	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'	
C75	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'	
C76	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'	
C77	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'	
C78	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'	
C79	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'	
C80	57.33'	63°58'41"	64.02'	N 31°59'21" E	60.74'	
C81	57.33'	40°19'43"	40.35'	S 39°27'05" E	39.52'	
C82	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'	
C83	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'	
C103	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'	
C104	30.00'	89°46'47"	47.01'	N 45°06'37" W	42.34'	

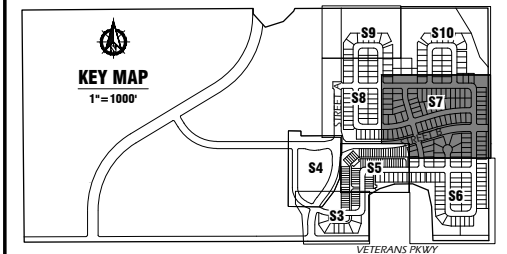
NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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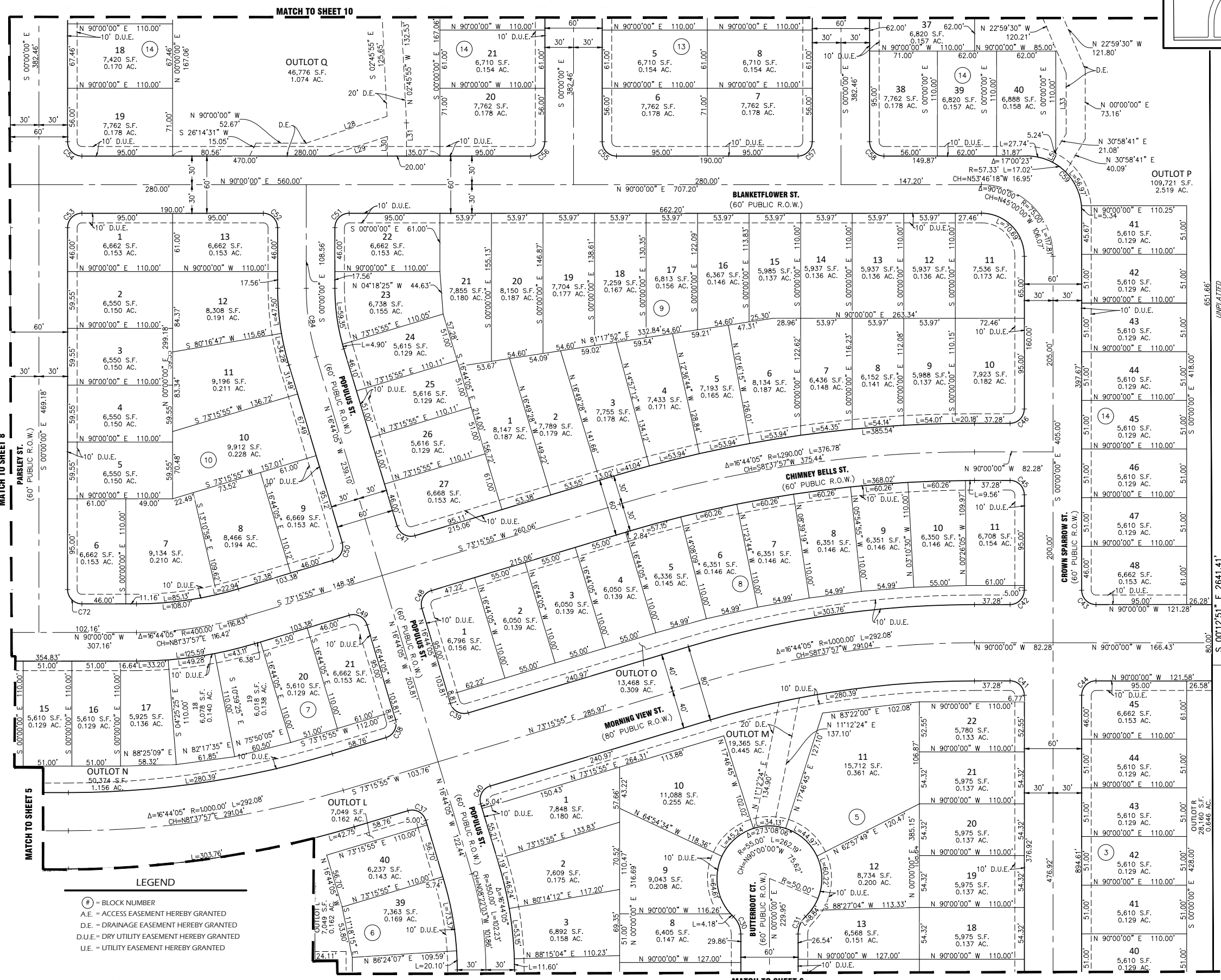
FOR AND ON BEHALF OF LJA SURVEYING, INC.

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

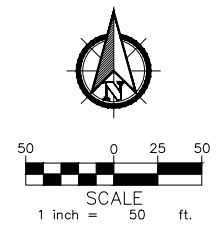


Item #11



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C30	25.00'	46°34'03"	20.32'	N 23°17'01" W	19.76'
C31	25.00'	46°34'03"	20.32'	S 23°17'01" W	19.76'
C37	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C38	15.00'	90°00'00"	23.56'	S 28°15'55" E	21.21'
C39	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C40	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C41	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C42	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C43	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C44	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C45	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C46	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C47	15.00'	90°00'00"	23.56'	S 61°44'05" E	21.21'
C48	15.00'	90°00'00"	23.56'	S 28°15'55" W	21.21'
C49	15.00'	90°00'00"	23.56'	N 61°44'05" W	21.21'
C50	15.00'	90°00'00"	23.56'	N 28°15'55" E	21.21'
C51	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C55	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C57	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C58	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C59	57.33'	56°56'25"	56.97'	N 33°48'17" W	54.66'
C72	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C84	250.00'	16°44'05"	73.02'	S 08°22'03" E	72.76'

LINE	BEARING	DISTANCE
L5	N 27°43'31" E	7.44'
L28	S 71°40'30" W	89.21'
L29	S 71°40'30" W	65.51'
L30	N 00°00'00" E	20.60'
L31	N 00°00'00" E	34.69'
L33	N 00°00'00" E	63.55'



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UNPLATTED
WARRANTY DEED
(PARCEL I)
REC. NO. 9794869

UNINCORPORATED
LARIMER COUNTY

DESIGNED: JAV
PREPARED: JAV
APPROVED: DSB

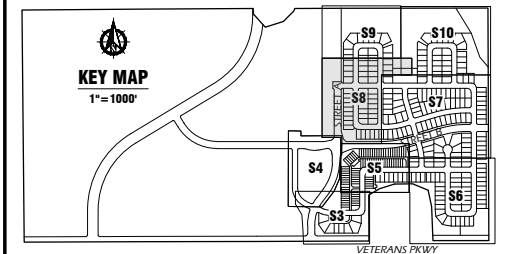
Job No.: 1060-08
Scale Horiz: N/A
Sheet: 7 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
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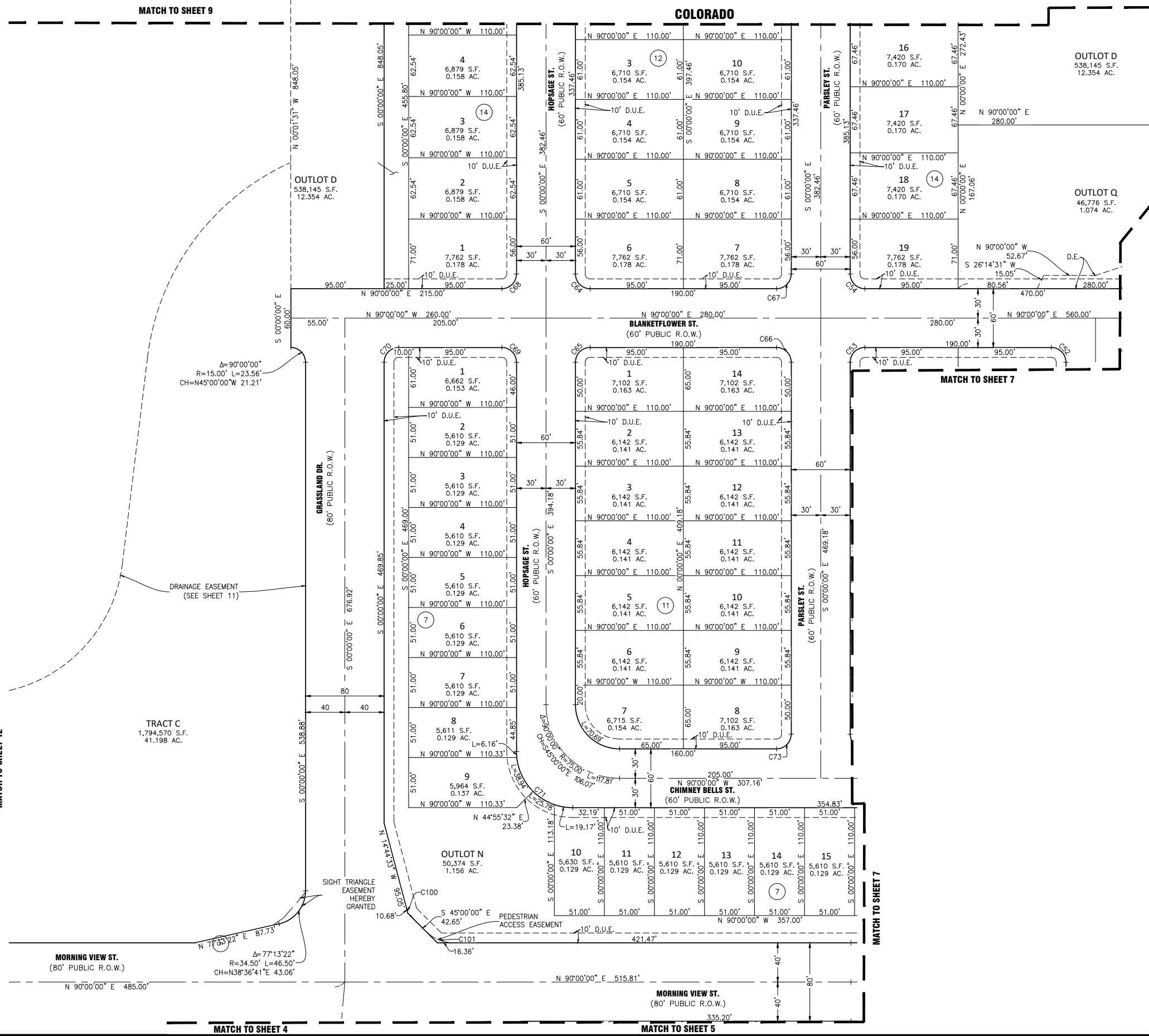
REVERE NORTH FILING NO. 1

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Item #11

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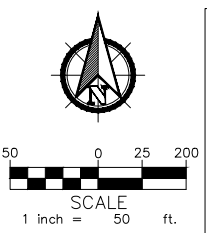


LEGEND

Ⓢ = BLOCK NUMBER
 A.E. = ACCESS EASEMENT HEREBY GRANTED
 D.E. = DRAINAGE EASEMENT HEREBY GRANTED
 D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
 U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C52	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C53	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C54	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C64	15.00'	90°00'00"	23.56'	S 45°00'00" E	21.21'
C65	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C66	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C67	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C68	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C69	15.00'	90°00'00"	23.56'	N 45°00'00" W	21.21'
C70	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C71	57.33'	25°46'04"	26.78'	S 57°57'30" E	25.57'
C73	15.00'	90°00'00"	23.56'	N 45°00'00" E	21.21'
C100	39.50'	30°15'27"	20.86'	N 29°52'17" W	20.62'
C101	39.50'	45°00'00"	31.02'	N 67°30'00" W	30.23'



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Designed: DSB
 Prepared: JAV
 Approved: DSB

Job No.: 1060-08
 Scale Horiz: N/A

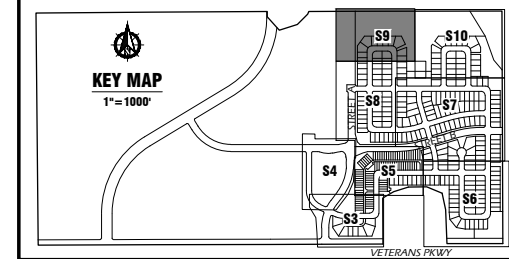
Sheet: 8 of 11
 Date: FEBRUARY 8, 2023

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 TOWN OF JOHNSTOWN, COLORADO
 PRELIMINARY PLAT

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A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF
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Item #11

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Designed: DSB
Prepared: JAV
Approved: DSB

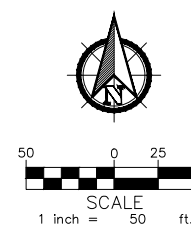
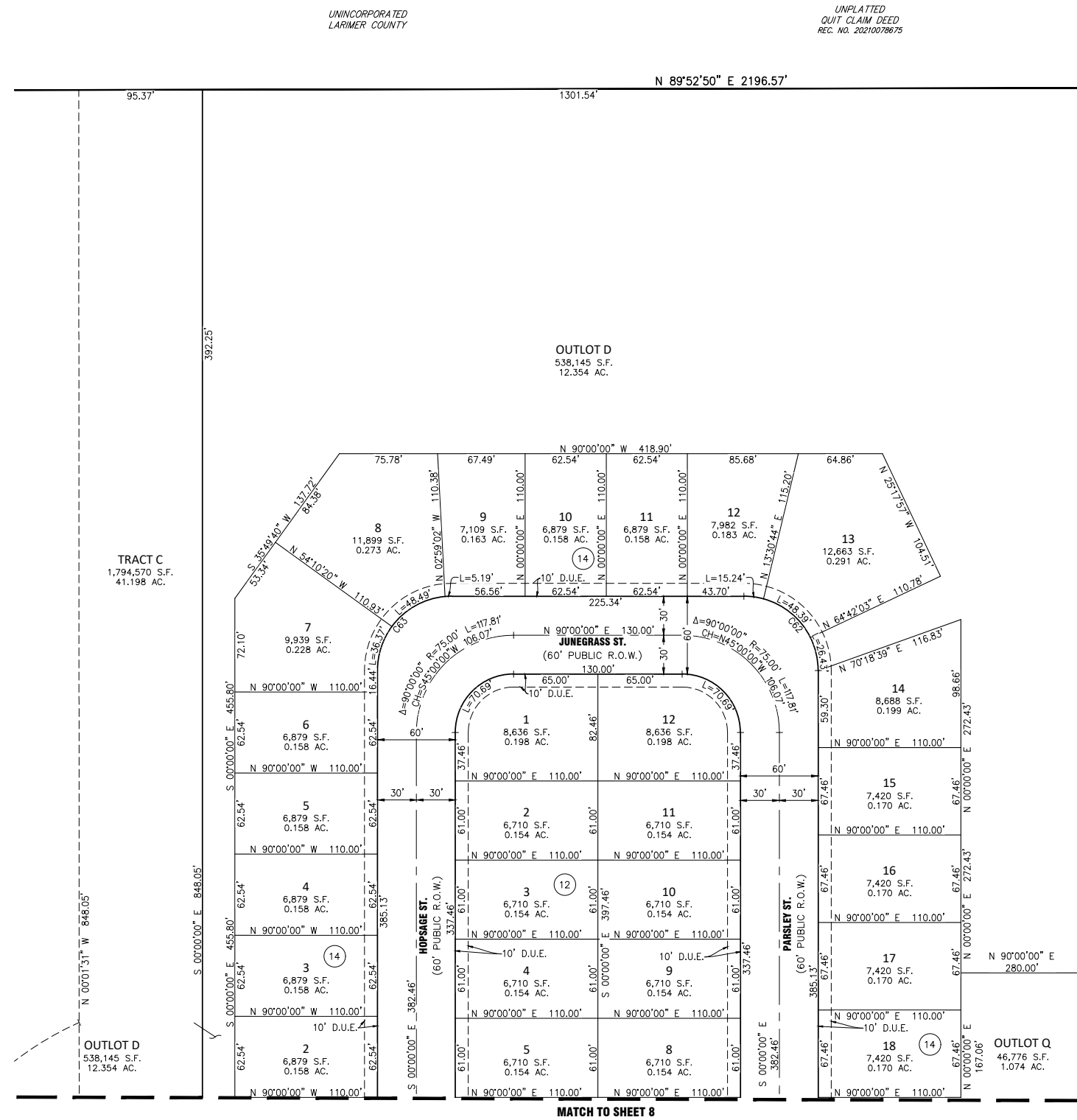
REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

No. 9

LEGEND

- Ⓢ = BLOCK NUMBER
- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE DATA			
CURVE	RADIUS	DELTA	ARC
C62	57.33'	48°21'28"	48.39'
C63	57.33'	48°27'31"	48.49'



NOTE: ALL DIMENSIONS SHOWN
HEREON ARE MEASURED
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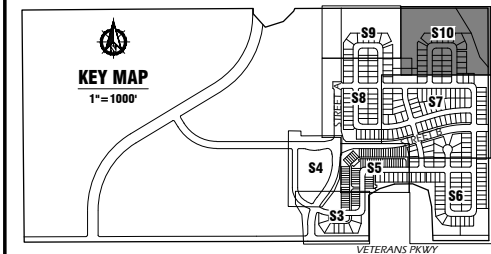
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A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

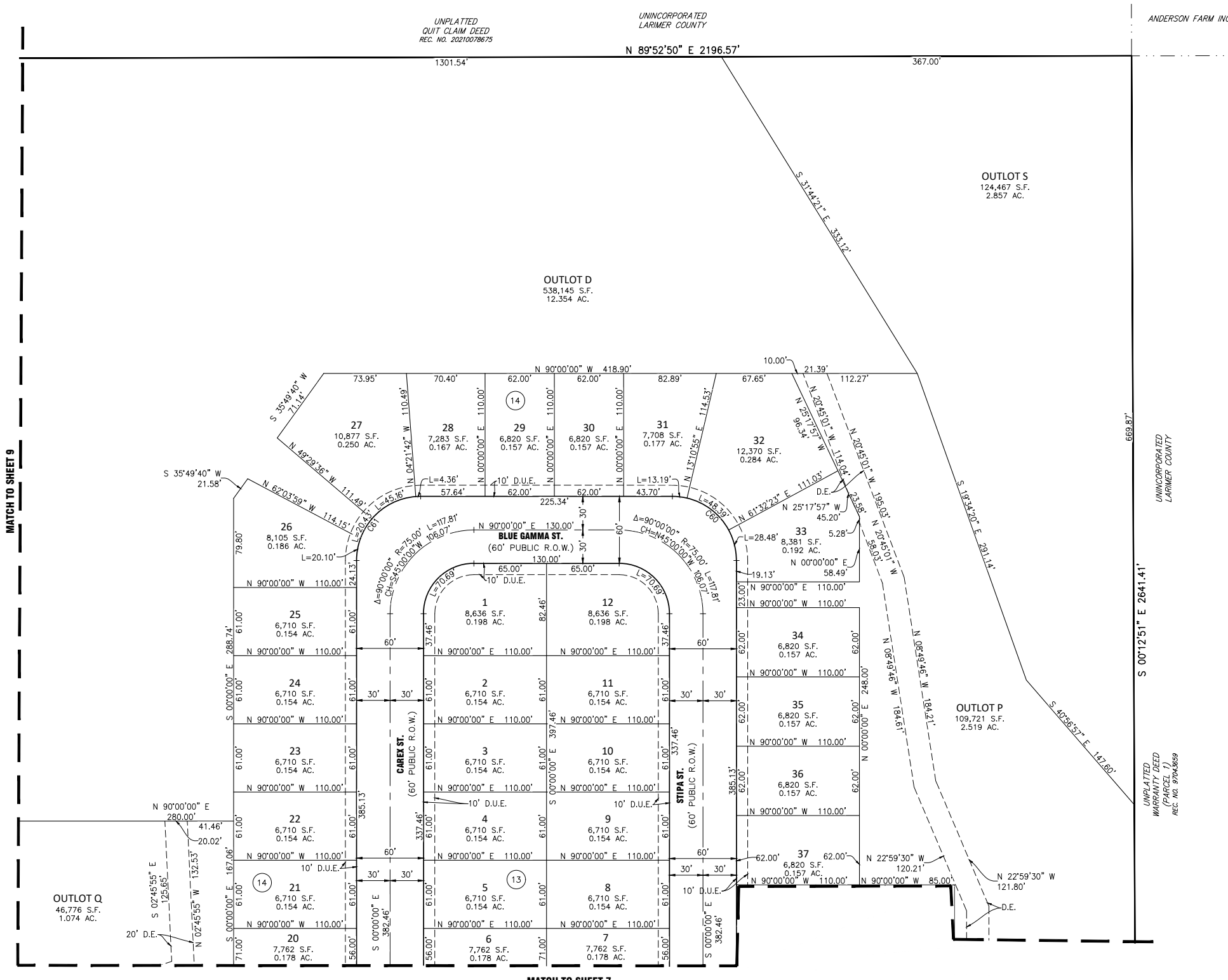


Item #11

LEGEND

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- U.E. = UTILITY EASEMENT HEREBY GRANTED

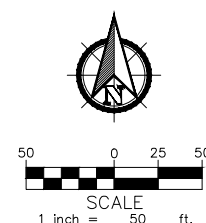
CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C60	57.33'	48°21'28"	48.39'	N 52°38'21" W	46.96'
C61	57.33'	20°25'03"	20.43'	S 30°17'53" W	20.32'



ANDERSON FARM INC.

UNINCORPORATED LARIMER COUNTY

UNPLATTED WARRANTY DEED (PARCEL 1) REC. NO. 9794369



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Designed: DSB
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 10 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

No. 10

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MATCH TO SHEET 9

MATCH TO SHEET 7

163

REVERE NORTH FILING NO. 1

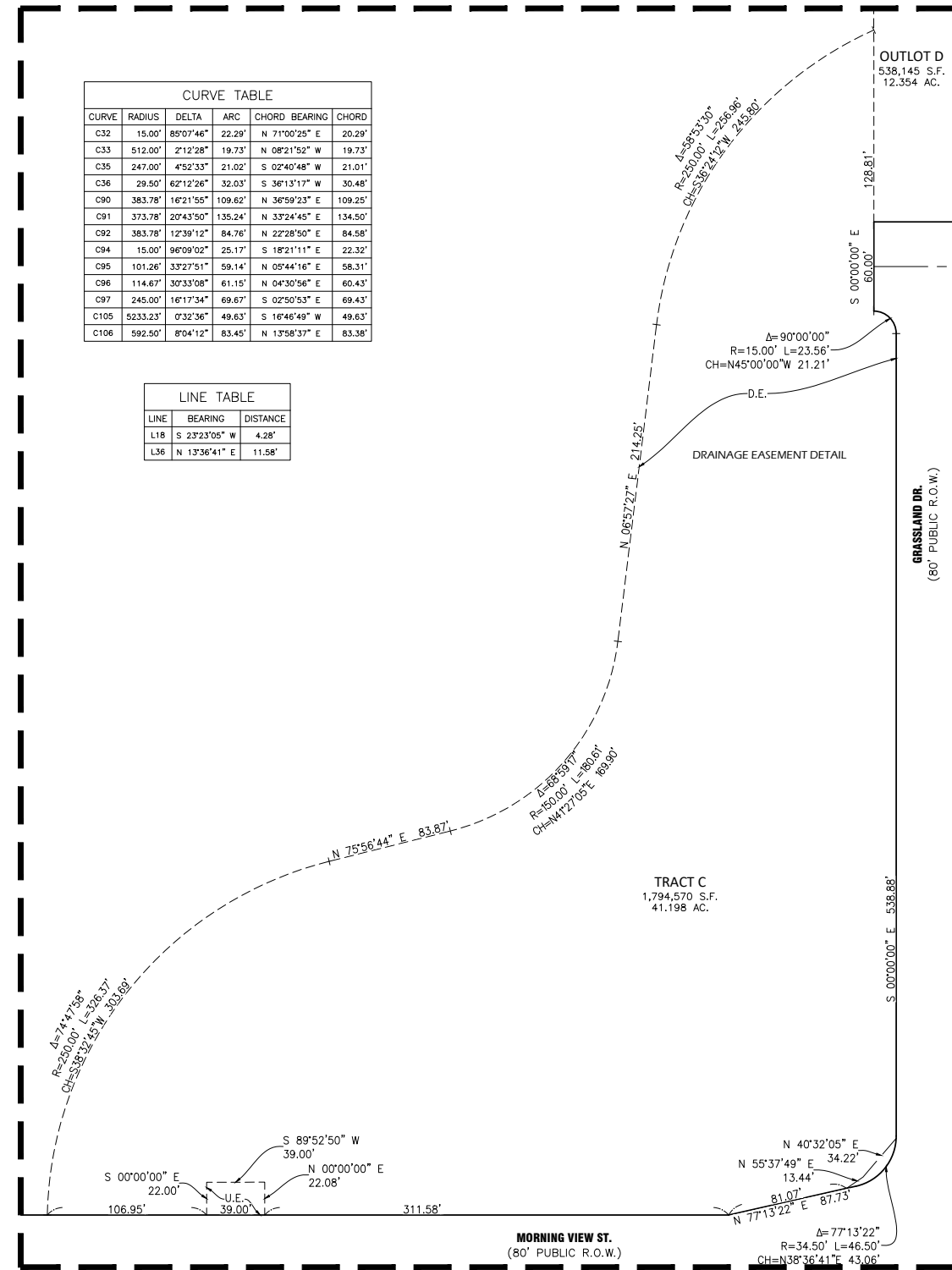
A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

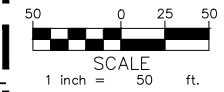
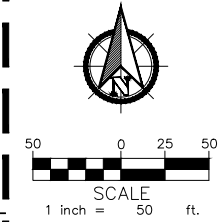
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- U.E. = UTILITY EASEMENT HEREBY GRANTED

1
197,989 S.F.
4.545 AC.



CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C32	15.00'	85°07'46"	22.29'	N 71°00'25" E	20.29'
C33	512.00'	2°12'28"	19.73'	N 08°21'52" W	19.73'
C35	247.00'	4°52'33"	21.02'	S 02°40'48" W	21.01'
C36	29.50'	62°12'26"	32.03'	S 36°13'17" W	30.48'
C90	383.78'	16°21'55"	109.62'	N 36°59'23" E	109.25'
C91	373.78'	20°43'50"	135.24'	N 32°24'45" E	134.50'
C92	383.78'	12°39'12"	84.76'	N 22°28'50" E	84.58'
C94	15.00'	96°09'02"	25.17'	S 18°21'11" E	22.32'
C95	101.26'	33°27'51"	59.14'	N 05°44'16" E	58.31'
C96	114.67'	30°33'08"	61.15'	N 04°30'56" E	60.43'
C97	245.00'	16°17'34"	69.67'	S 02°50'53" E	69.43'
C105	5233.23'	0°32'36"	49.63'	S 16°46'49" W	49.63'
C106	592.50'	8°04'12"	83.45'	N 13°58'37" E	83.38'

LINE	BEARING	DISTANCE
L18	S 23°27'05" W	4.28'
L36	N 13°36'41" E	11.58'



67	2,387 S.F. 0.055 AC.
68	2,375 S.F. 0.055 AC.
69	2,375 S.F. 0.055 AC.
70	2,375 S.F. 0.055 AC.
71	2,375 S.F. 0.055 AC.
72	2,375 S.F. 0.055 AC.
73	2,375 S.F. 0.055 AC.
74	2,375 S.F. 0.055 AC.
75	2,375 S.F. 0.055 AC.
76	2,375 S.F. 0.055 AC.
77	2,375 S.F. 0.055 AC.
78	2,375 S.F. 0.055 AC.
79	2,375 S.F. 0.055 AC.
80	2,375 S.F. 0.055 AC.
81	2,375 S.F. 0.055 AC.
82	2,375 S.F. 0.055 AC.
83	2,375 S.F. 0.055 AC.

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com

No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 11 of 11
Date: FEBRUARY 8, 2023
Designed: DSB
Prepared: JAV
Approved: DSB

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

FOR REVIEW ONLY
FOR AND ON BEHALF OF
LJA SURVEYING, INC.

I:\JOB FOLDERS\1060-08\PROD\FINAL PLAT\FINAL PLAT PRINTED ON: 6/23/2023 4:07 PM

REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #11

Know what's below.
Call before you dig.



PROJECT INTENT

THIS SUBDIVISION IS DESIGNED TO MEET THE INTENT OF THE GREAT PLAINS VILLAGE OUTLINE DEVELOPMENT PLAN (ODP). REVERE NORTH FILING NO. 1 & 2 INCLUDES A MIX OF LARGER SINGLE-FAMILY DETACHED LOTS (60' x 110'), SMALLER SINGLE-FAMILY DETACHED LOTS (50' x 110'), AND ALLEY-LOADED DUPLEX LOTS (25' x 90'). THE SUBDIVISION WILL RESULT IN ADDING HOUSING DIVERSITY TO MEET A VARIETY OF NEEDS IN THE JOHNSTOWN COMMUNITY. VEHICULAR ACCESS, PARKS, OPEN SPACE, AND PEDESTRIAN CONNECTIONS MEET THE REQUIREMENTS ESTABLISHED IN THE ODP, AS WELL AS THE TOWN MUNICIPAL CODE AND DESIGN GUIDELINES. FILING NO.1 & 2 WILL BE A QUALITY COMMUNITY WITH A METRO DISTRICT RESPONSIBLE FOR MAINTENANCE OF ALL DETENTION PONDS, COMMON AREA LANDSCAPING, PARKS, AND OPEN SPACE. PERIMETER LANDSCAPING WILL ENHANCE THE QUALITY OF THE COMMUNITY AND WILL BE MAINTAINED THROUGHOUT THE DEVELOPMENT.

LEGAL DESCRIPTION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING THE OWNERS, AND/OR LIEN HOLDER OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36 IS ASSUMED TO BEAR SOUTH 89°46'47" WEST, AS MONUMENTED ON THE EAST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX AND ON THE WEST BY A 3.25" ALUMINUM CAP STAMPED, "MANHARD PLS 38361, 2022" IN A MONUMENT BOX;

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE SOUTH 89°46'47" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 637.21 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF HERRERA SUBDIVISION RECORDED OCTOBER 19, 2011, AT RECEPTION NO. 20110063884, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

THENCE ALONG SAID SOUTHERLY EXTENSION OF THE EASTERLY LINE AND CONTINUING ALONG THE EASTERLY, NORTHERLY AND WESTERLY LINES OF SAID HERRERA SUBDIVISION, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 02°08'46" WEST, A DISTANCE OF 387.72 FEET;
2. NORTH 11°38'22" WEST, A DISTANCE OF 190.78 FEET;
3. NORTH 67°47'19" WEST, A DISTANCE OF 190.49 FEET;
4. SOUTH 89°36'34" WEST, A DISTANCE OF 206.85 FEET;
5. SOUTH 72°19'30" WEST, A DISTANCE OF 176.98 FEET;
6. SOUTH 59°56'08" WEST, A DISTANCE OF 142.24 FEET;
7. SOUTH 00°12'21" EAST, ALONG THE WESTERLY LINE AND THE SOUTHERLY EXTENSION OF SAID LINE A DISTANCE OF 522.70 FEET TO SAID SOUTH LINE;

THENCE SOUTH 89°46'47" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,277.82 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 35;

THENCE SOUTH 89°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 2,641.25 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 35;

THENCE NORTH 00°03'53" WEST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,319.99 FEET TO THE CENTER-SOUTH SIXTEENTH CORNER OF SAID SECTION 35;

THENCE N 00°31'37" WEST ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,320.01 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 35;

THENCE N 89°40'08" EAST ALONG THE NORTH LINE OF WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.54 FEET TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION 35;

THENCE NORTH 89°39'02" EAST ALONG THE NORTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35, A DISTANCE OF 1,313.57 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 35, ALSO BEING A POINT ON THE WESTERLY BOUNDARY OF THAT PROPERTY DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

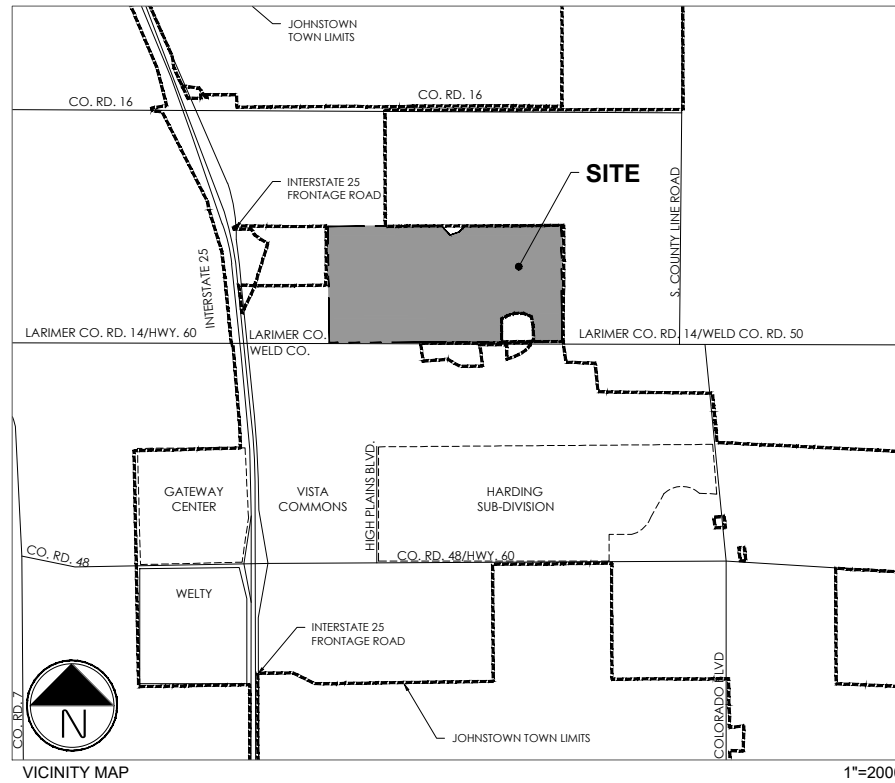
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 00°49'35" EAST, A DISTANCE OF 59.31 FEET;
2. SOUTH 41°59'06" EAST, A DISTANCE OF 205.98 FEET;
3. NORTH 71°59'38" EAST, A DISTANCE OF 215.04 FEET;
4. NORTH 44°48'07" EAST, A DISTANCE OF 164.98 FEET;
5. NORTH 24°08'49" EAST, A DISTANCE OF 32.73 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36;

THENCE NORTH 89°52'50" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2,196.57 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 36;

THENCE SOUTH 00°12'51" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 36, A DISTANCE OF 2,641.41 FEET TO THE **POINT OF BEGINNING**;

CONTAINING A CALCULATED AREA OF 13,479,981 SQUARE FEET OR 309.458 ACRES, MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHTS-OF-WAY OF RECORD;



APPROVALS

TOWN COUNCIL

THIS PRELIMINARY DEVELOPMENT PLAN, TO BE KNOWN AS REVERE NORTH FILING NO. 1 PDP, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO HELD ON THE _____ DAY OF _____, 20_____.

BY: _____ ATTEST: _____
MAYOR TOWN CLERK

REVERE NORTH GENERAL NOTES

- A. ALL UNPLATTED PROPERTY (PER THE FINAL PLAT SUBDIVISION PROCESS) WITHIN THIS PUD MAY REMAIN IN AGRICULTURAL USE UNTIL SUCH TIME AS DEVELOPMENT OF THAT AREA BEGINS.
- B. 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.
- C. THE SITE DOES NOT CONTAIN ANY KNOWN ENDANGERED SPECIES.
- D. NO ARCHAEOLOGICAL OR HISTORIC AREAS HAVE BEEN IDENTIFIED ON THE SITE.
- E. NO FLOODPLAINS OR GEOLOGIC HAZARDS HAVE BEEN IDENTIFIED OR MAPPED ON THE SITE.
- F. MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- G. LOTS AND TRACTS AS PLATTED MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING, IN ACCORDANCE WITH TOWN OF JOHNSTOWN REQUIREMENTS AND THE APPROVED DRAINAGE PLAN FOR THIS FILING. NO ALTERATIONS TO THE GRADING OF THE LOTS AND TRACTS MAY BE MADE THAT WOULD DISRUPT THE APPROVED DRAINAGE PLAN, WITHOUT PRIOR APPROVAL FROM THE TOWN OF JOHNSTOWN. ALL NATURAL AND IMPROVED DRAINAGE WAYS OR DRAINAGE SYSTEMS IN SAID LOTS AND TRACTS SHALL BE MAINTAINED BY THE LOT OR TRACT OWNER. SHOULD THE OWNER FAIL TO ADEQUATELY MAINTAIN SAID FACILITIES, THE TOWN OF JOHNSTOWN SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE PURPOSES OF OPERATIONS AND MAINTENANCE OF THE DRAINAGE WAYS OR DRAINAGE SYSTEMS. ALL SUCH MAINTENANCE COSTS INCURRED BY THE TOWN WILL BE ASSESSED TO THE PROPERTY OWNER.
- H. THIS PRELIMINARY DEVELOPMENT PLAN IS UNDER TOWN OF JOHNSTOWN CASE NUMBER: SUB22-0007.
- I. TRACTS A, B, C, AND D HAVE BEEN RESERVED FOR FUTURE DEVELOPMENT. WATER DEDICATION AND STORM DRAINAGE IMPACT FEES FOR THESE LOTS WILL BE SATISFIED CONCURRENT WITH THE RE-PLAT OF EACH RESPECTIVE LOT.

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.

SHEET INDEX

1	COVER
2	HOUSING TYPE PLAN
3	LOT TYPICALS
4	TYPICAL SECTIONS & NOTES
5	OVERALL PLAN
6-11	SITE PLANS
12-25	LANDSCAPE PLANS
26-28	LANDSCAPE NOTES & DETAILS
29	LOT TYPICALS (LANDSCAPE)
30-31	ARCHITECTURAL CHARACTER IMAGERY
32	OPEN SPACE PLAN
33	CIRCULATION PLAN
34	PARKING PLAN
35	FENCING PLAN
36	PLANNING AREA PLAN

OWNER/APPLICANT

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SURVEYOR

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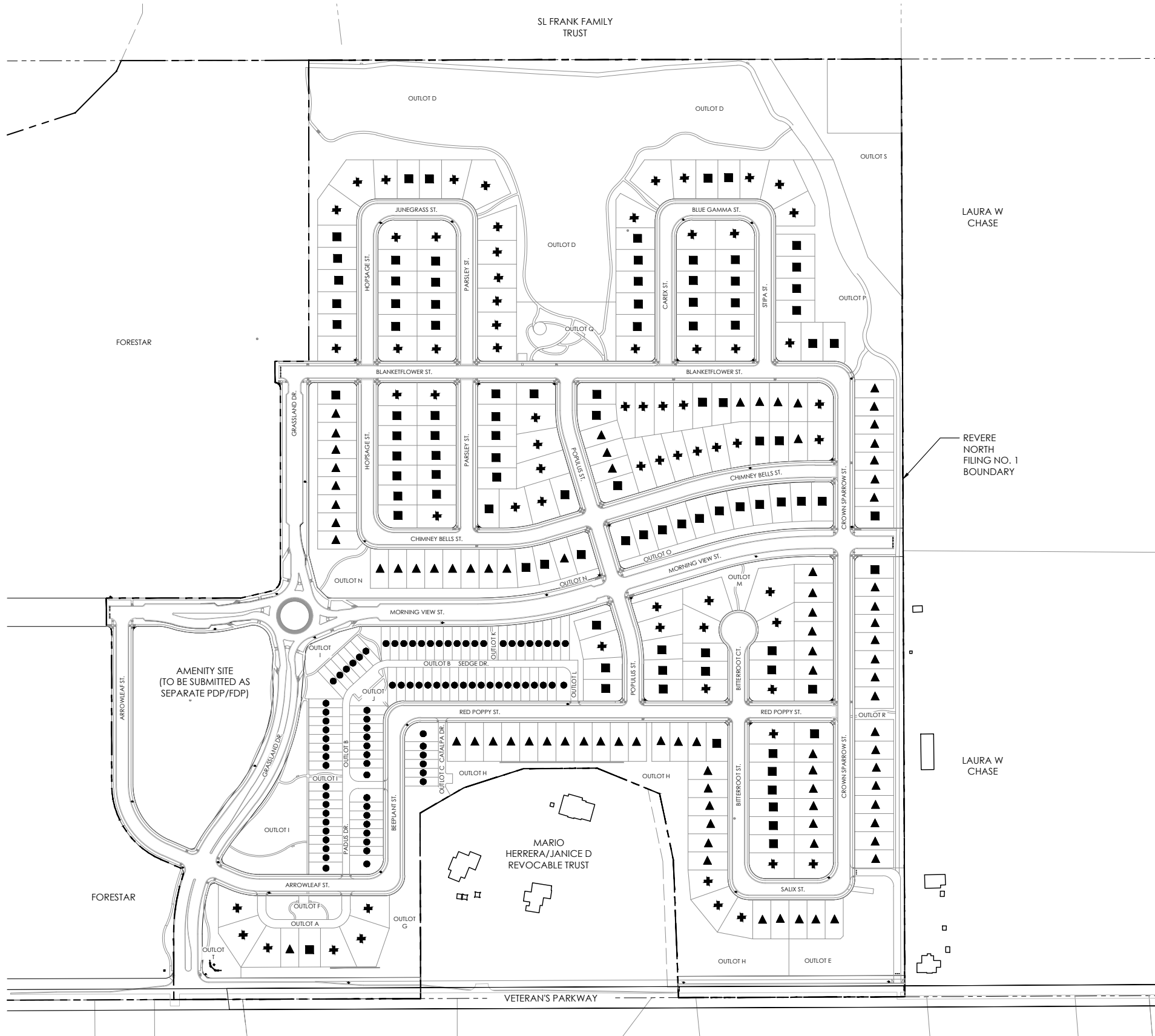
COVER

SHEET NUMBER

C.0

SHEET 1 OF 36

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

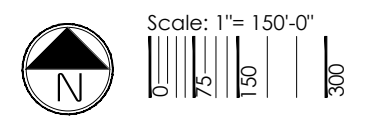


LEGEND

- SINGLE FAMILY ATTACHED
- ▲ SINGLE FAMILY DETACHED <6,000 S.F.
- SINGLE FAMILY DETACHED 6,000-7,000 S.F.
- ✦ SINGLE FAMILY DETACHED >7,000 S.F.

RESIDENTIAL LOT TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-4A	12.6	SINGLE FAMILY DETACHED <6,000 S.F.	17	5.0%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	38	11.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
SUBTOTAL	12.6		79	23.2%
PA-5	12.5	SINGLE FAMILY DETACHED <6,000 S.F.	15	4.4%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	40	11.8%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
SUBTOTAL	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
		SINGLE FAMILY DETACHED <6,000 S.F.	53	15.6%
	14.4	SINGLE FAMILY DETACHED 6,000-7,000 S.F.	21	6.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	21	6.2%
SUBTOTAL	19.4		181	53.2%
AMENITY SITE			1	0.3%
TOTAL	44.5		340	100.0%

NOTES:
1. TOTAL ACREAGE IN THE ABOVE TABLE REPRESENTS THE ACREAGE OF RESIDENTIAL LOTS ONLY.



PROJECT NAME
**REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

**HOUSING TYPE
PLAN**

SHEET NUMBER

C.1

SHEET 2 OF 36

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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #11



PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY/FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE: 06-20-2023
 REVISION DATE:

SHEET TITLE

LOT TYPICALS

SHEET NUMBER

C.2

SHEET 3 OF 36

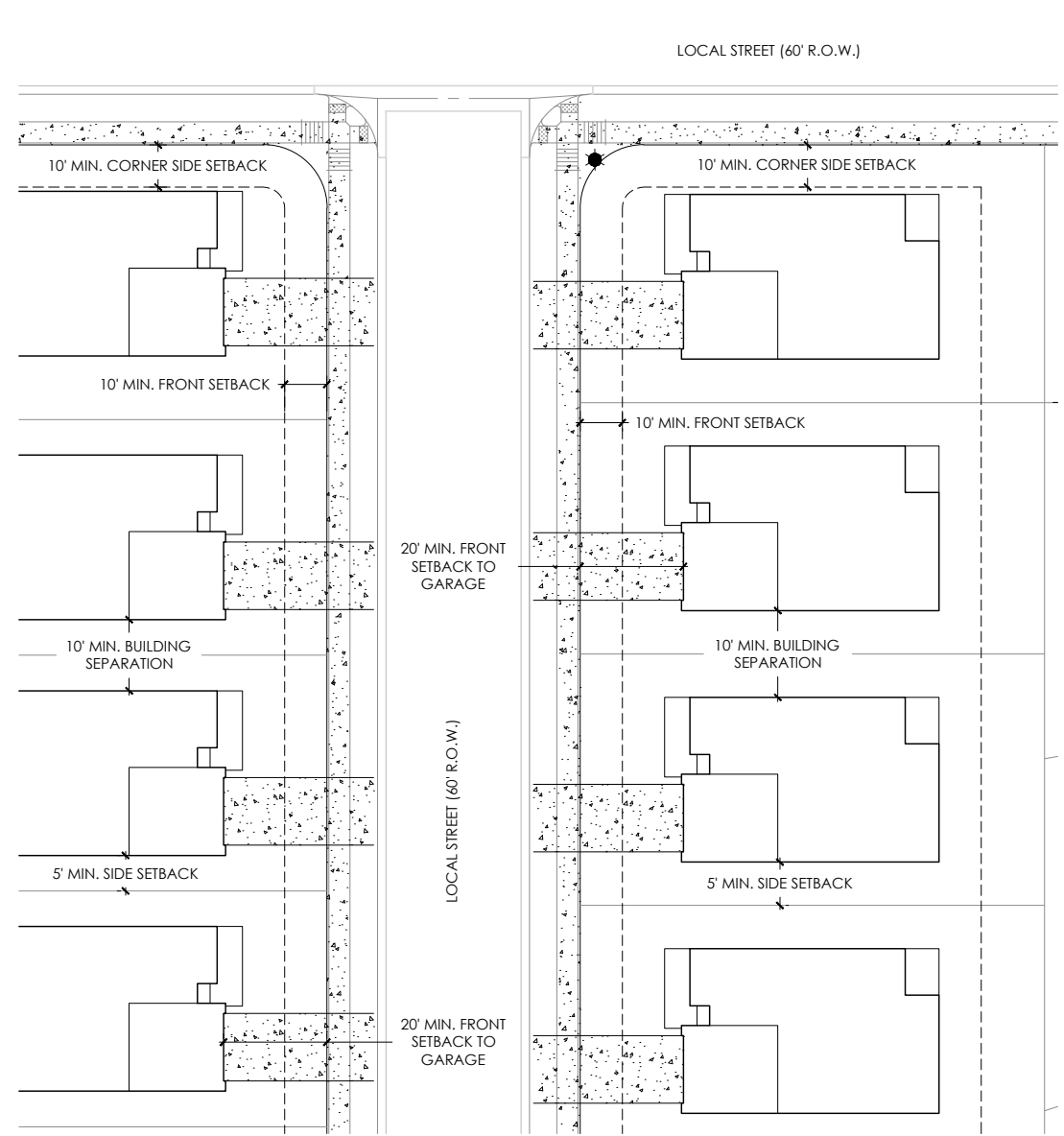


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

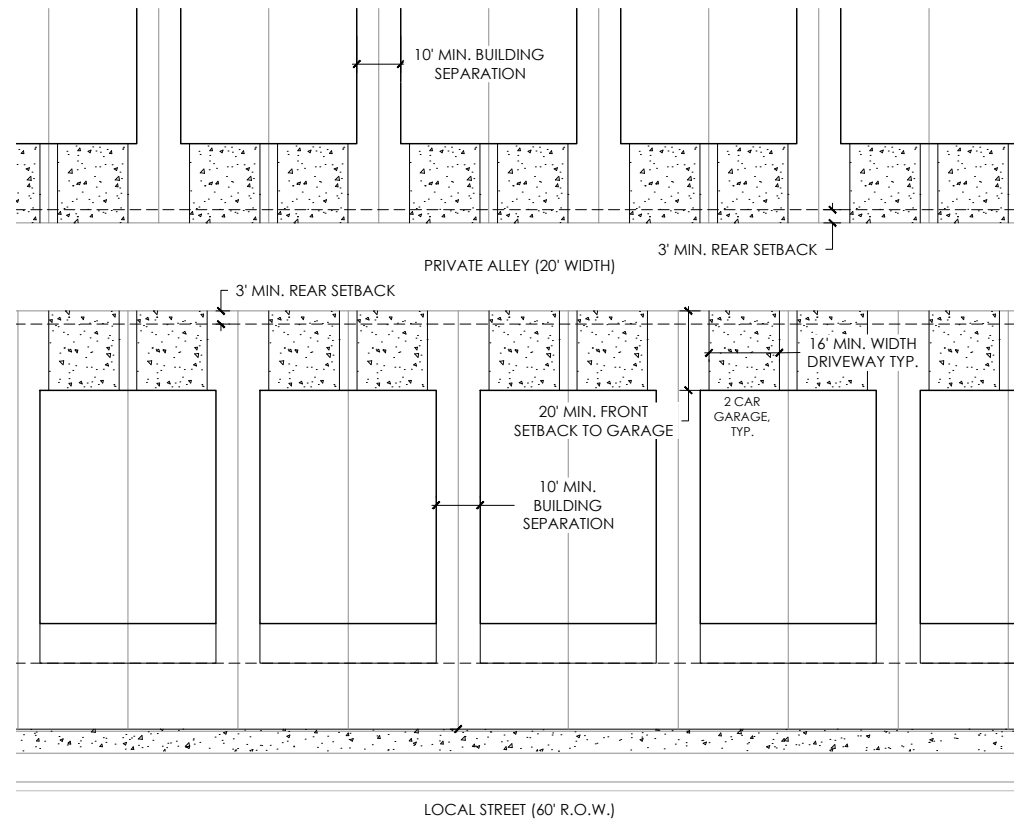
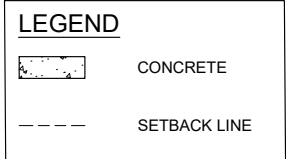


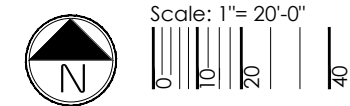
EXHIBIT B - SINGLE FAMILY ATTACHED ALLEY-LOADED LOT TYPICAL



LAND USE DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED (SFD) RESIDENTIAL	
PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO COVERED PORCH	5'
FRONT SETBACK TO GARAGE	20'
SIDE SETBACK MINIMUM	5'
*BUILDING SEPARATION	10'
REAR SETBACK - FRONT LOAD	15'
REAR SETBACK - CLUSTER	10'
REAR SETBACK - ALLEY LOAD	3'
SIDE (CORNER) SETBACK	10'
ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	3**
REAR SETBACK	5'
REAR SETBACK (ALLEY LOAD GARAGE)	3'
SIDE (CORNER) SETBACK	15'

LAND USE DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL LAND USE DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED (SFA) RESIDENTIAL	
PRINCIPAL USE	R-M
FRONT SETBACK TO BUILDING FACE	15'
FRONT SETBACK TO COVERED PORCH	10'
SIDE SETBACK MINIMUM	0'
*BUILDING SEPARATION	10'
REAR SETBACK	15'
REAR SETBACK - ALLEY LOAD GARAGE	3**
SIDE (CORNER) SETBACK	15'
ACCESSORY USE	R-M
MAXIMUM HEIGHT	15'
FRONT SETBACK	20'
SIDE SETBACK	5'
REAR SETBACK - NON GARAGE	10'
REAR SETBACK (ALLEY LOAD GARAGE)	3**
SIDE (CORNER) SETBACK	15'

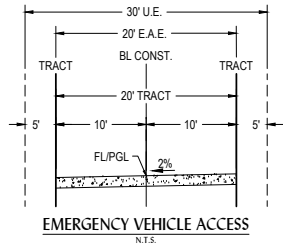
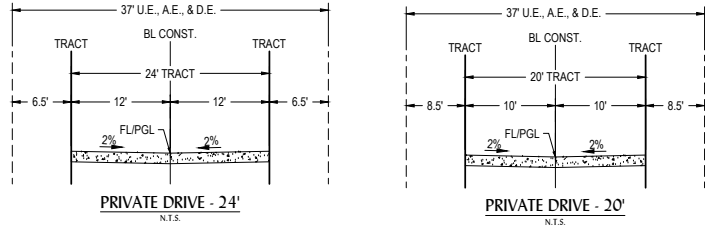
*OR AS REQUIRED BY CURRENT FIRE CODE / INTERNATIONAL BUILDING CODE (I.B.C.)
 NOTE: SETBACKS ONLY APPLY TO FILING NO. 1. FUTURE FILINGS ARE SUBJECT TO THE SETBACKS ESTABLISHED IN THE ODP UNLESS AMENDED THROUGH THE PDP/FDP PROCESS.



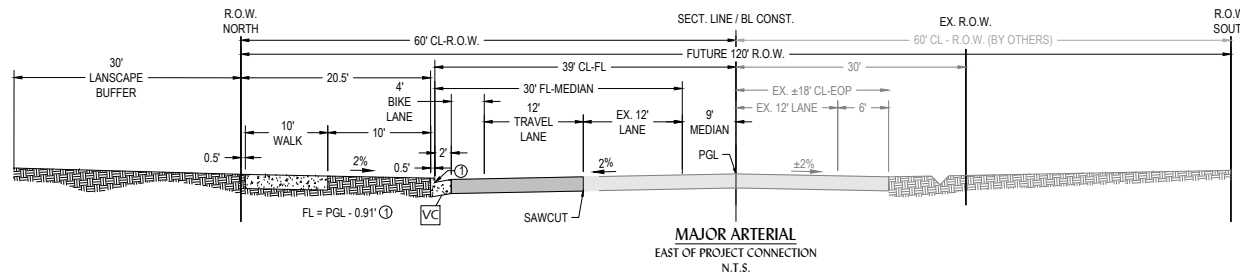
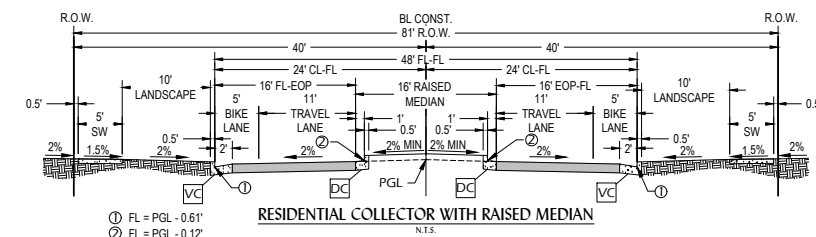
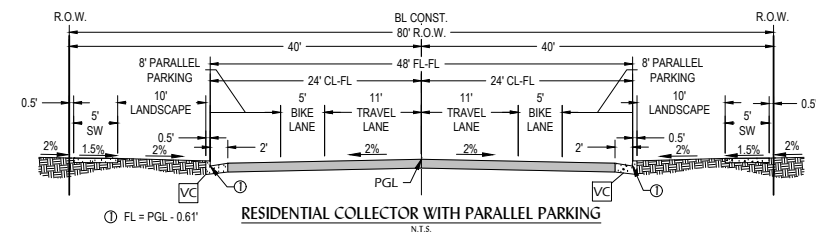
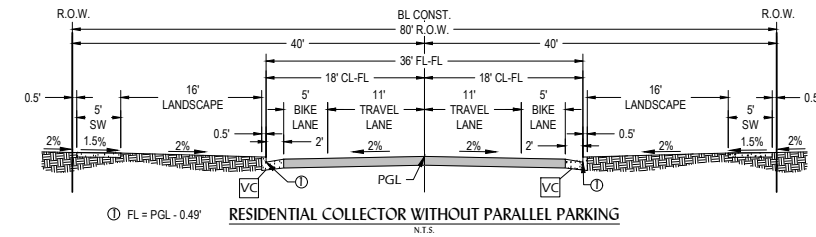
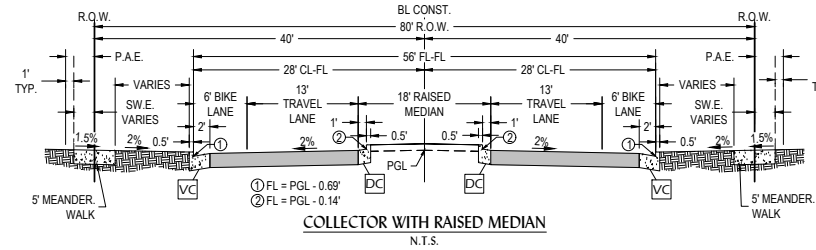
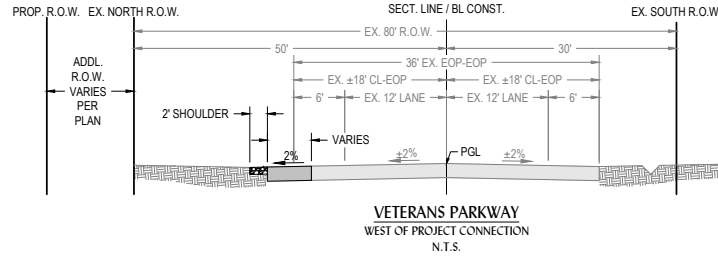
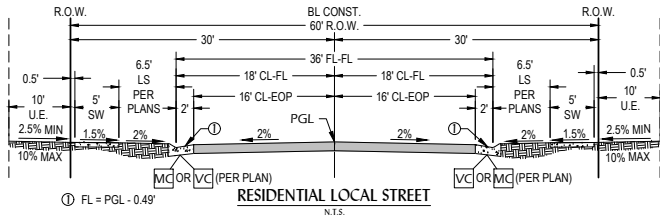
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REVERE NORTH FILING NO. 1 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



NOTE:
SECTIONS ARE SUBJECT TO TOWN APPROVAL VIA ASSOCIATED CONSTRUCTION DOCUMENT REVIEW



LEGEND

- Property Line
- Right of Way Line
- Centerline
- Easement Line
- Lot Line
- Site Line
- Sight Distance Line
- Top of Embankment
- 100-YR W.S.E.
- Phase Line
- Retaining Wall
- Prop. Asphalt Pavement
- Prop. Asphalt Mill & Overlay
- Prop. Concrete Pavement
- Prop. Concrete Walk
- Prop. Crushed Fines
- Ex. Concrete Walk
- Ex. Asphalt Pavement
- Sight Distance Area
- Sanitary Sewer Line
- Water Line
- Storm Sewer Line
- Ex. Sanitary Line
- Ex. Water Line
- Ex. Storm Sewer Line
- Ex. Irrigation Pipe
- Ex. Fiber Optic Line
- Ex. Gas Line
- Ex. Telephone Line
- Ex. Overhead Electric
- Ex. Fence
- Sanitary Service Line
- Water Service Line
- Sanitary Sewer Manhole
- Fire Hydrant
- Thrust Block
- Water Valve
- Water Meter
- Storm Manhole
- Ex. Sanitary Sewer Manhole
- Ex. Water Valve
- Ex. Fire Hydrant
- Ex. Storm Manhole
- Ex. Street Light
- Ex. Sign
- Prop. Street Light
- Prop. Sign
- Proposed Major Contour
- Proposed Minor Contour
- Existing Major Contour
- Existing Minor Contour

GENERAL ABBREVIATIONS

- A.E. ACCESS EASEMENT
- BKL BIKE LANE
- BL CONST. BASELINE OF CONSTRUCTION
- BS BOTTOM ELEVATION OF RISE
- B.S.I. BY SEPARATE INSTRUMENT
- CDS CUL-DE-SAC
- CE CURB EXTENSION
- CL CENTERLINE
- CT CURB TRANSITION
- CWN CROWN
- DBO DESIGN BY OTHERS
- DC MEDIAN CURB & GUTTER
- D.E. DRAINAGE EASEMENT
- D.U.E. DRAINAGE & UTILITY EASEMENT
- EOA EDGE OF ASPHALT
- EOP EDGE OF PAVEMENT
- E.A.E. EMERGENCY ACCESS EASEMENT
- E.A.T.T.E. EXISTING AT&T EASEMENT
- E.P.E. EXISTING PIPELINE EASEMENT
- FES FLARED END SECTION
- FGB FINISHED GROUND AT BOTTOM WALL ELEVATION
- FGT FINISHED GROUND AT TOP WALL ELEVATION
- FH FIRE HYDRANT
- FL FLOWLINE
- FV FIELD VERIFY
- G FINISHED GROUND
- G.E. GAS EASEMENT
- G.O.E. GAS & OIL EASEMENT
- GV GATE VALVE
- HP HIGH POINT
- I.E. IRRIGATION EASEMENT
- LL LOT LINE
- LP LOW POINT
- LTWD LITTLE THOMPSON WATER DISTRICT
- MC MOUNTABLE CURB & GUTTER
- MH MANHOLE
- MSE MECHANICALLY STABILIZED EARTH
- P PAVEMENT
- P&P PLAN & PROFILE
- P.A.E. PUBLIC ACCESS EASEMENT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVATURE
- PCR POINT OF CURB RETURN
- PERF. PREFORATED
- PGL PROFILE GRADE LINE
- PI POINT OF INFLECTION
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R.O.W. RIGHT OF WAY
- RN RECORDING NUMBER
- S.E. SANITARY EASEMENT
- SEC SECTION LINE
- SL SANITARY LINE
- SS SANITARY SERVICE
- SW SIDEWALK
- S.W.E. SIDEWALK EASEMENT
- TB THRUST BLOCK
- TC TOP OF CURB
- T.C.E. TEMP. CONSTRUCTION EASEMENT
- TRANS. TRANSPORTATION EASEMENT
- T.R.E. TOP ELEVATION OF RISER
- UD UNDERDRAIN
- U.E. UTILITY EASEMENT
- U.G.E. UTILITY & GAS EASEMENT
- VC VERTICAL CURB & GUTTER
- W.E. WATER EASEMENT
- WL WATER LINE
- WS WATER SERVICE
- W.S.W. WATER SURFACE ELEVATION
- WV WATER VALVE

OUTLOT SUMMARY				
	USE	OWNED	MAINTAINED	
				SO. FT. ACRES
OUTLOT A	ACCESS & DRAINAGE & UTILITY	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	8,662 0.199
OUTLOT B	ACCESS & DRAINAGE & UTILITY	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	29,754 0.683
OUTLOT C	ACCESS & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	4,180 0.096
OUTLOT D	DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	538,145 12.354
OUTLOT E	DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	65,994 1.515
OUTLOT F	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	13,945 0.320
OUTLOT G	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	53,071 1.218
OUTLOT H	LANDSCAPE, PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	94,741 2.175
OUTLOT I	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	80,183 1.841
OUTLOT J	LANDSCAPE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	5,866 0.135
OUTLOT K	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	2,878 0.066
OUTLOT L	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	7,049 0.162
OUTLOT M	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	19,365 0.445
OUTLOT N	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	50,374 1.156
OUTLOT O	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	13,468 0.309
OUTLOT P	LANDSCAPE, PED ACCESS, & DRAINAGE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	109,721 2.519
OUTLOT Q	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	46,776 1.074
OUTLOT R	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	28,160 0.646
OUTLOT S	PARK & LANDSCAPE	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	124,467 2.857
OUTLOT T	LANDSCAPE & PED ACCESS	METROPOLITAN DISTRICT	METROPOLITAN DISTRICT	15,747 0.362
				TOTAL AREA 1,312,548 30.132

STREET SUMMARY	
STREET TYPE	NAME
PRIVATE DRIVE - 20'	PADUS DR, SEDGE DR, CATALPA DR, DRIVE B & C
PRIVATE DRIVE - 24'	DRIVE A
RESIDENTIAL LOCAL STREET	BLANKETFLOWER ST, CROWN SPARROW ST, SALIX ST, BITTERROOT ST, BITTERROOT CT, ARROWLEAD ST, BEEPLANT ST, RED POPPY ST, HOPSAGE ST, CHIMNEY BELLS ST, PARSLEY ST, JUNEGRASS ST, CAREX ST, BLUE GAMMA ST, STIPA ST, POPULUS ST
COLLECTOR W/ FLUSH MEDIAN	MORNING VIEW ST
COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ RAISED MEDIAN	GRASSLAND DR
RESIDENTIAL COLLECTOR W/ PARALLEL PARKING	MORNING VIEW ST
RESIDENTIAL COLLECTOR W/O PARALLEL PARKING	MORNING VIEW ST
MAJOR ARTERIAL	VETERANS PARKWAY, HIGH PLAINS BLVD
EMERGENCY VEHICLE ACCESS - 20'	EVA

LAND USE TABLE				
	LOT NO.	SO. FT.	ACRES	%
LOT AREA - RESIDENTIAL	339	1,937,869	44.487	14.4%
LOT AREA - AMENITY SITE (BLK 15 LOT 1)	1	197,989	4.545	1.5%
RIGHT OF WAY AREA		1,853,077	42.541	13.7%
TRACT AREA - FUTURE DEVELOPMENTS (A, B, C, D)		8,178,687	187.757	60.7%
OUTLOTS - PRIVATE DRIVES (A, B, C)		42,596	0.978	0.3%
OUTLOTS - DETENTION PONDS (D, E)		604,140	13.869	4.5%
OUTLOTS - OPEN AREAS (F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T)		665,812	15.285	4.9%
TOTALS	340	13,480,170	309.462	100%

LOT SUMMARY		
TOWNHOME LOTS	LOT COUNT	LOT SIZE
SINGLE FAMILY HOME LOTS	86	2375 SF - 4717 SF
	83	5610 SF - 5999 SF
	138	6000 SF - 7999 SF
	32	8000 SF - 200,000 SF
FUTURE DEVELOPMENT LOTS	1	200,000+ SF
TOTAL LOTS	340	

REVERE NORTH FILING NO. 1
PRELIMINARY DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
 06-23-2023

REVISION DATE:

SHEET TITLE

TYPICAL & SECTIONS & NOTES

SHEET NUMBER

C.3

SHEET 4 OF 36

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terraco design
 10200 E. Grand Ave., A-314
 Denver, CO 80231
 ph: 303.532.8867

 LJA ENGINEERING

PROJECT NAME

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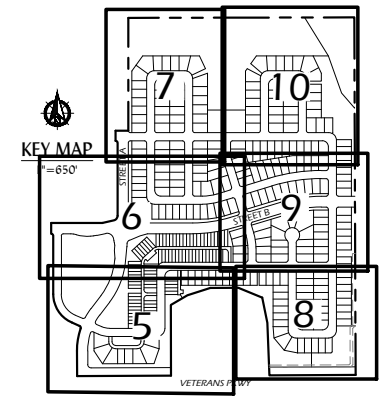
C.3

SHEET 4 OF 36

REVERE NORTH FILING NO. 1 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTES:

1. SEE SHEET 3 (C.3) FOR TYPICAL STREET SECTIONS, GENERAL ABBREVIATIONS LIST, GENERAL NOTES, TYPICAL LOT EASEMENT LAYOUT, AND LEGEND.
2. ALL FL CURB RETURNS NOT LABELED ON THE PLANS SHALL BE 15' RADIUS.



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10200 E Grand Ave., A-314
Denver, CO 80231
ph: 303.632.8867

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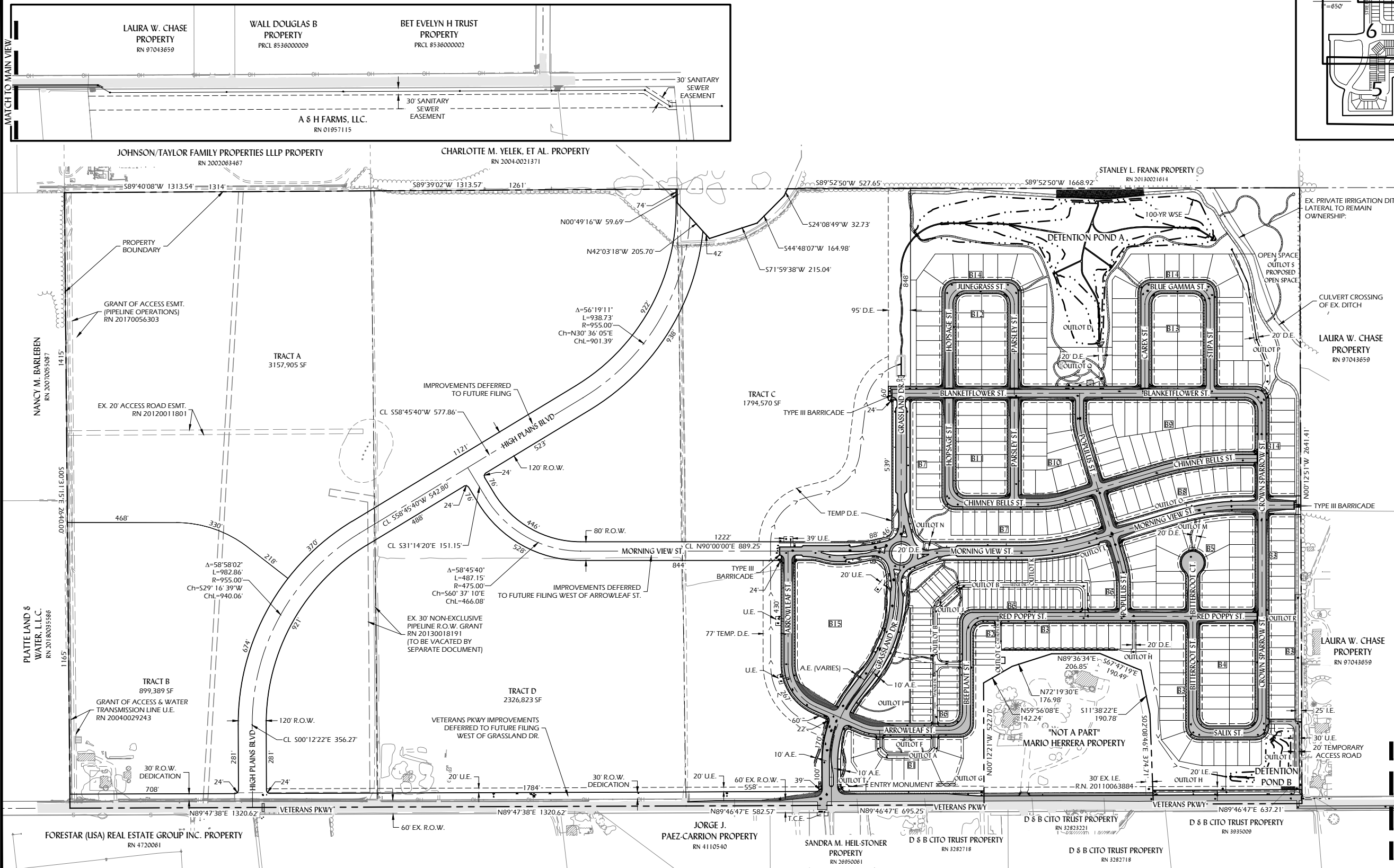
SHEET TITLE

OVERALL PLAN

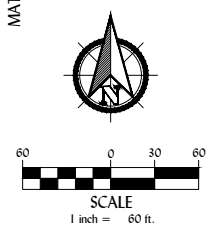
SHEET NUMBER

C.4

SHEET 5 OF 36

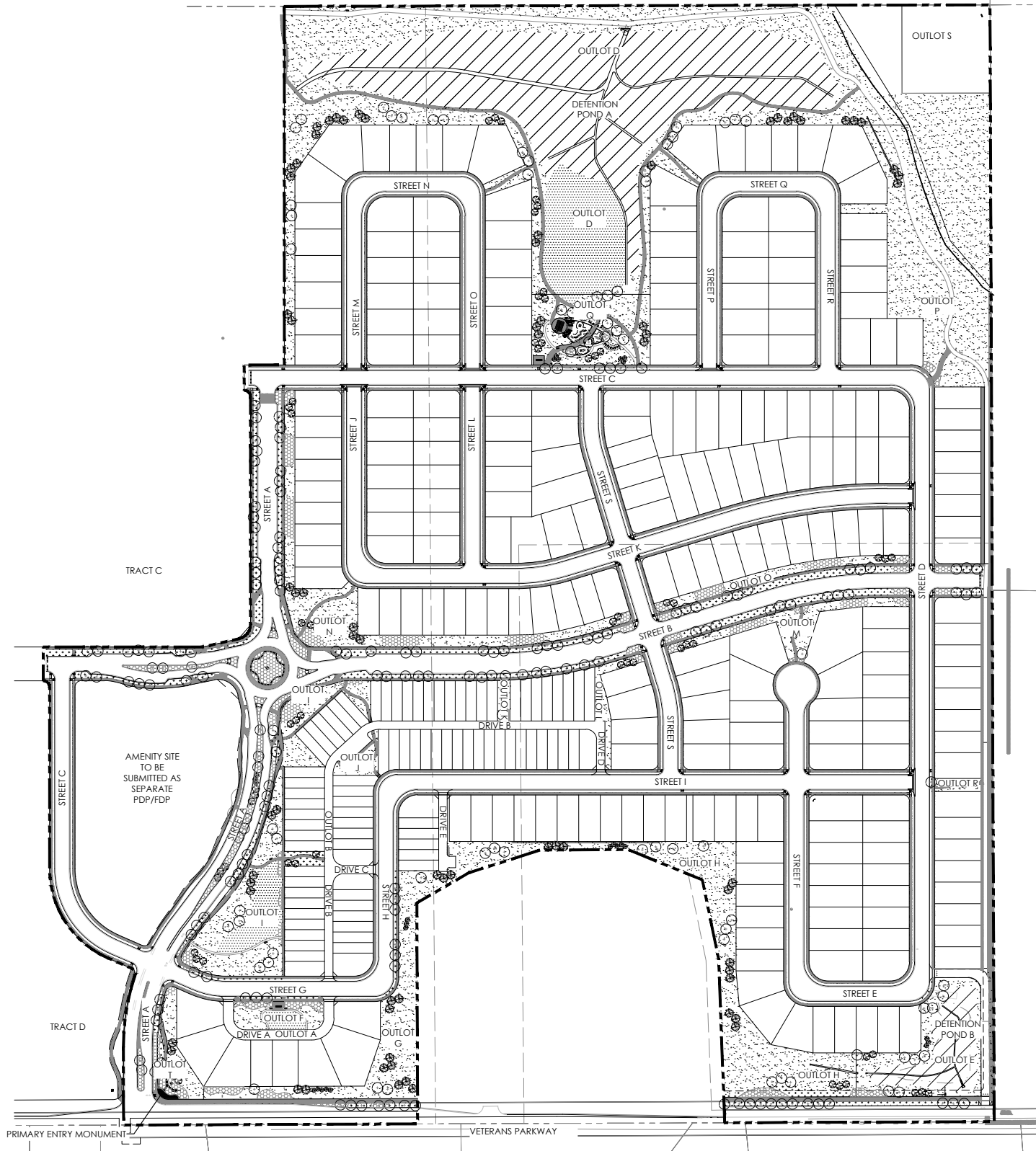


PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSON BEING A" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD88)

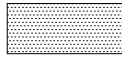
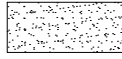


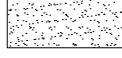







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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



LEGEND

-  DROUGHT TOLERANT SOD
-  IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  LOW GROW NATIVE GRASS
-  CRUSHER FINES
-  SHRUB BED
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES



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OVERALL
LANDSCAPE PLANS

SHEET NUMBER

L.1

SHEET 12 OF 36

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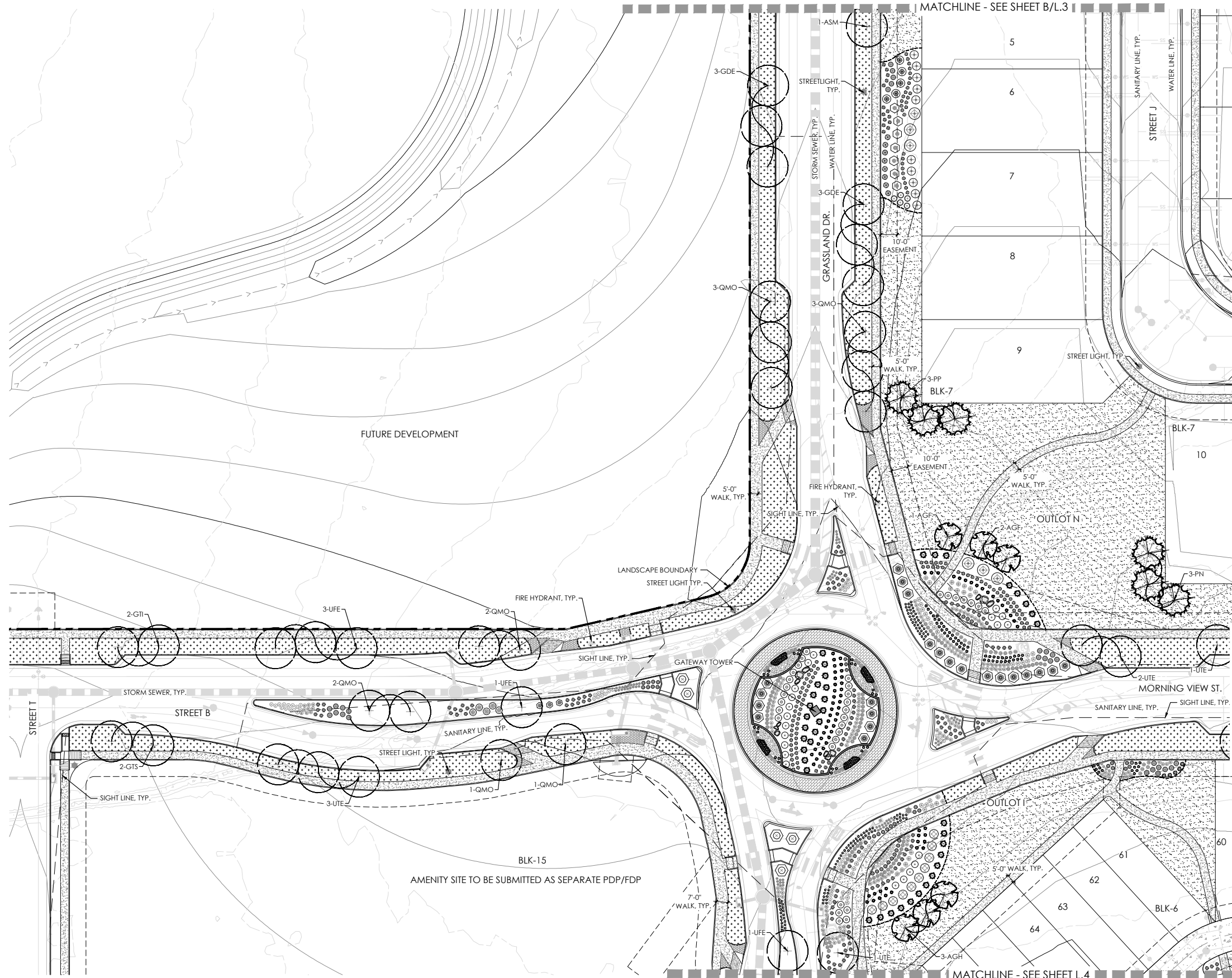
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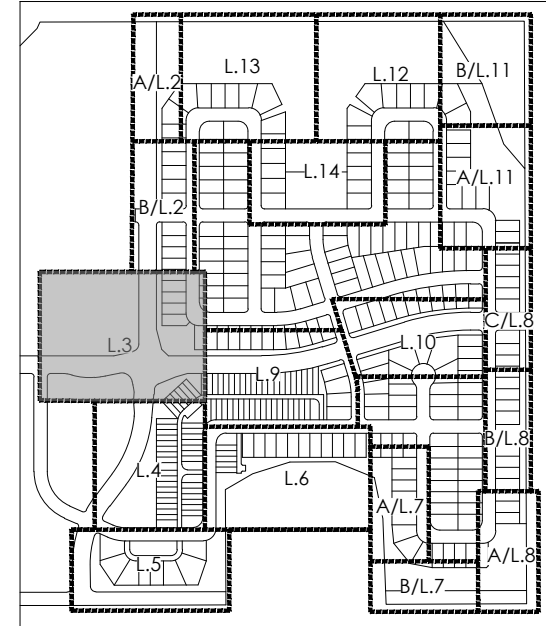
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p:\forest\great plains_village\revere north filing \1\cad\submittals\pdp_submittal #15-06-23-2023\landscape plans.dwg

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
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TOWN OF JOHNSTOWN, COLORADO

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SHEET TITLE

LANDSCAPE PLANS

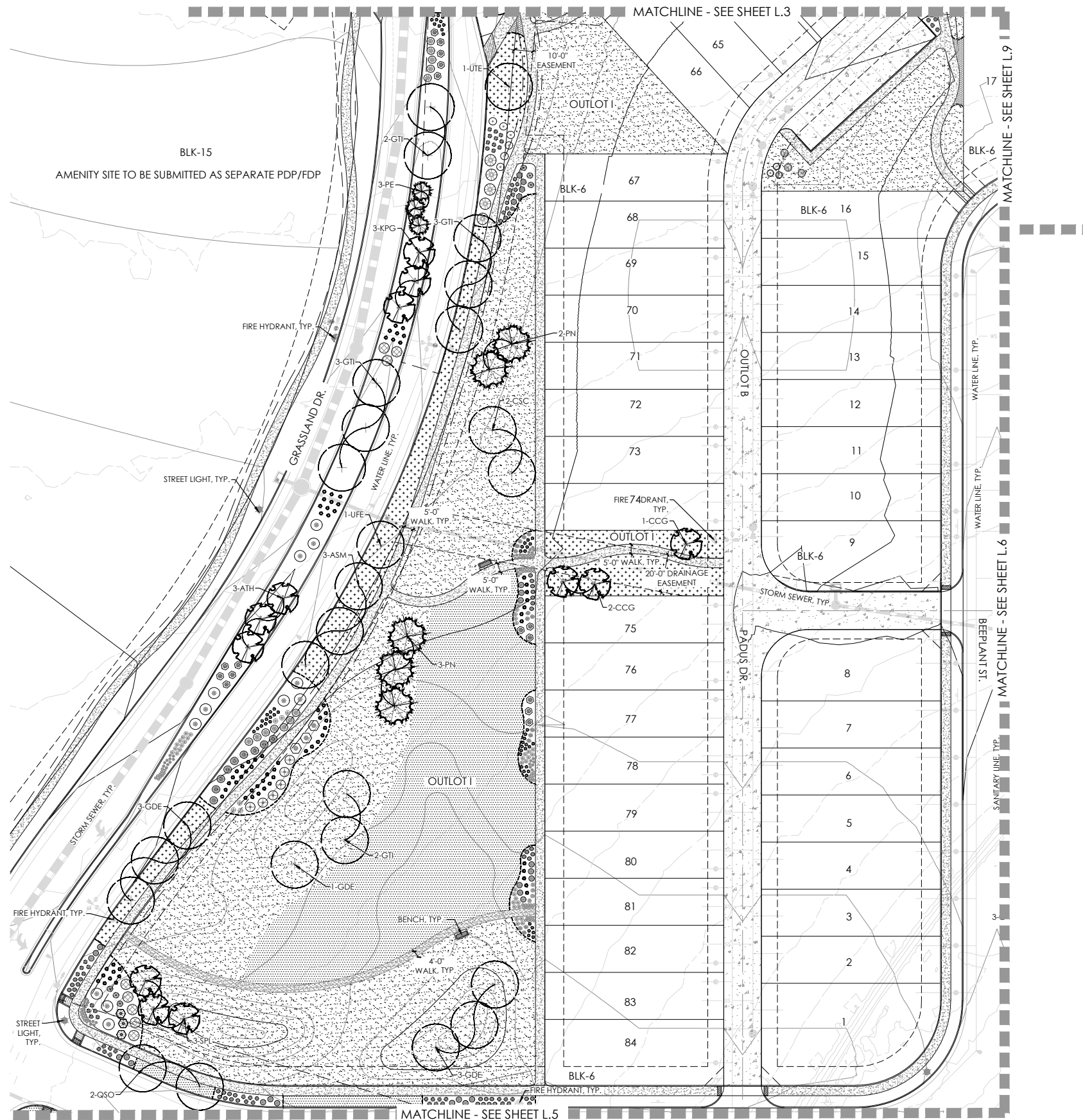
SHEET NUMBER

L.3

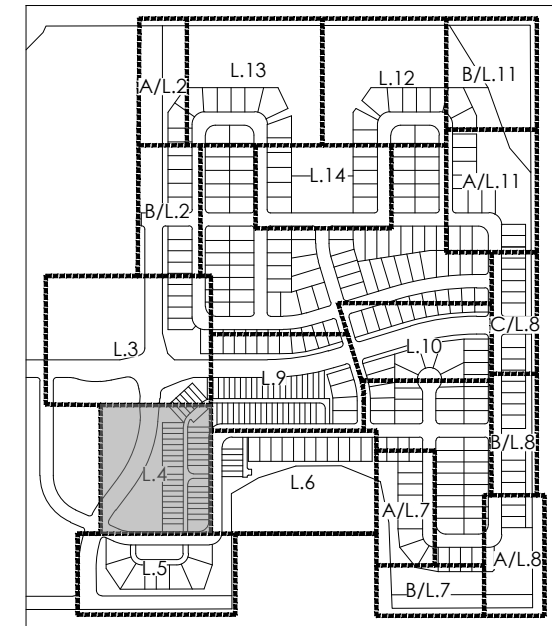
SHEET 14 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



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LANDSCAPE PLANS

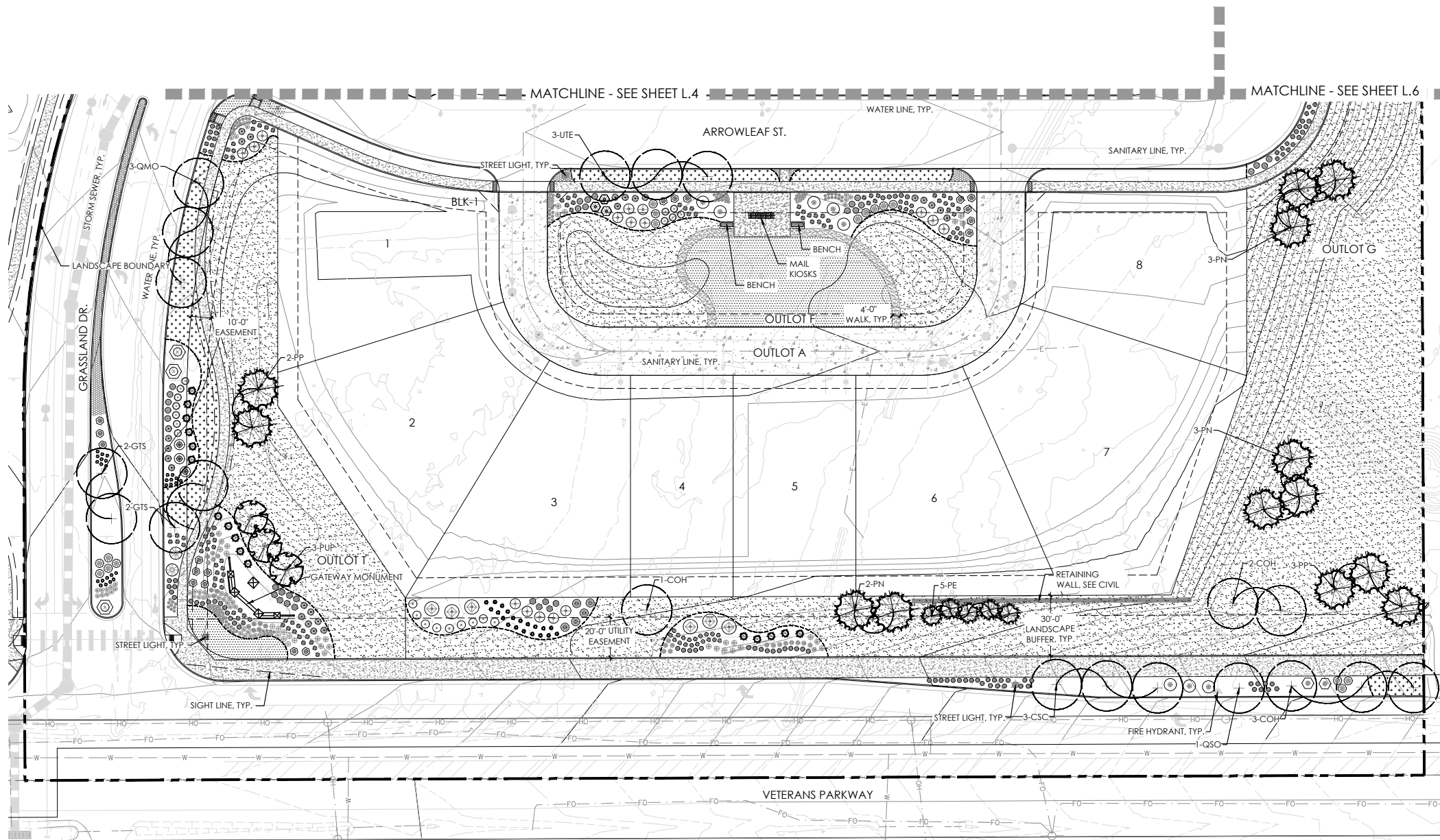
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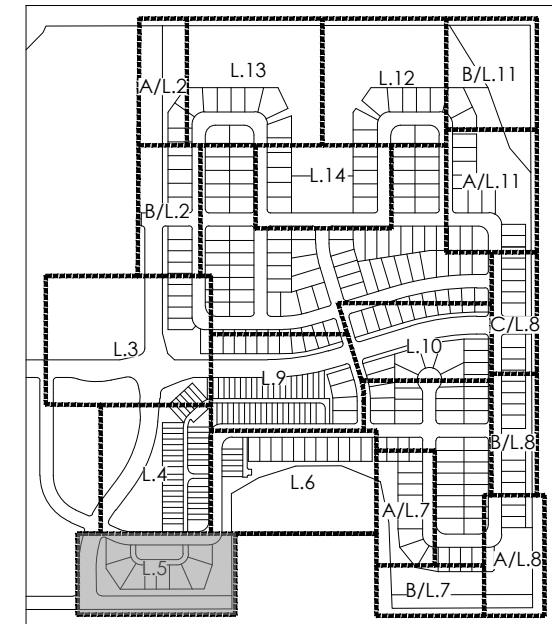
SHEET 15 OF 36

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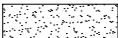

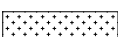








KEY MAP



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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.5

SHEET 16 OF 36

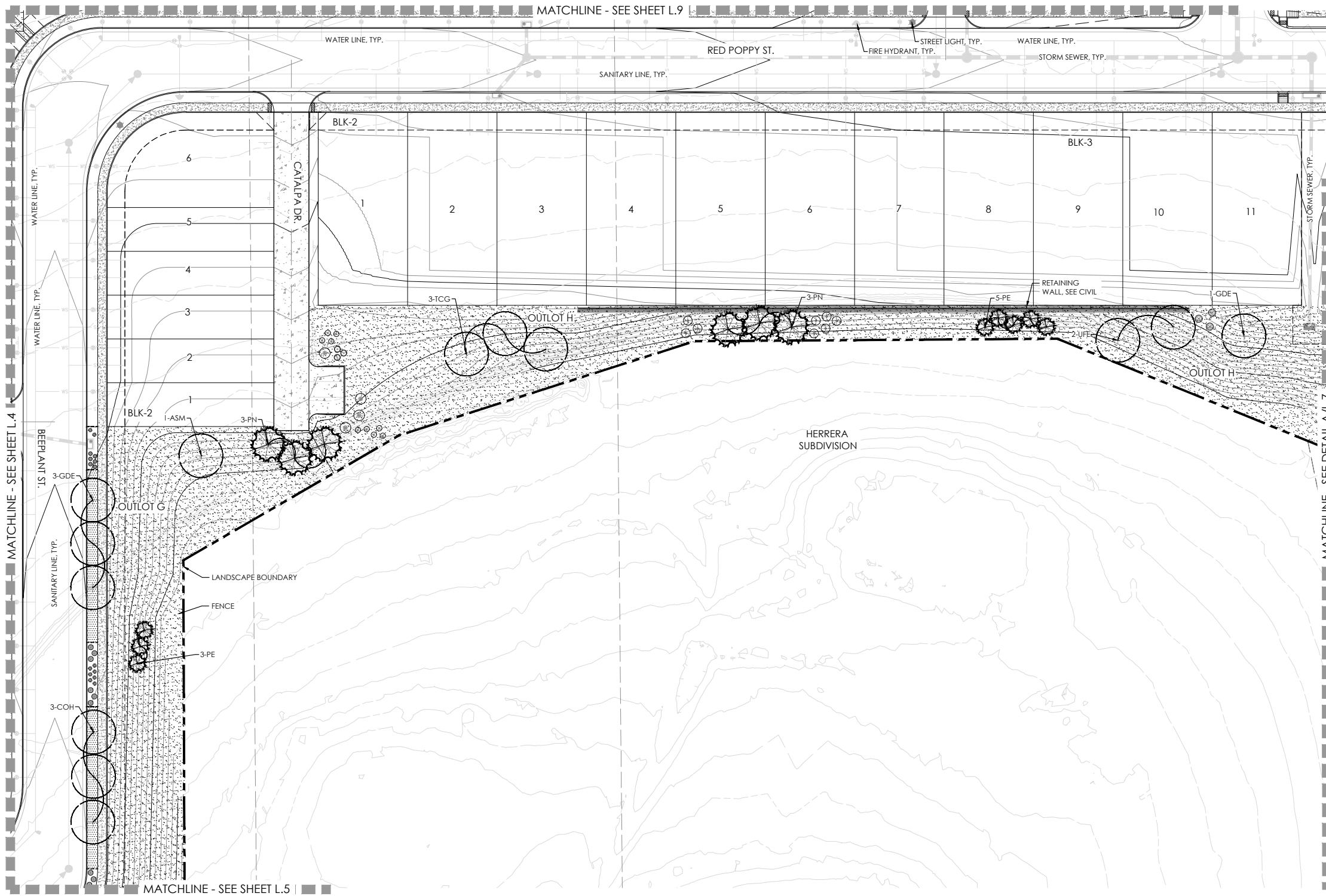


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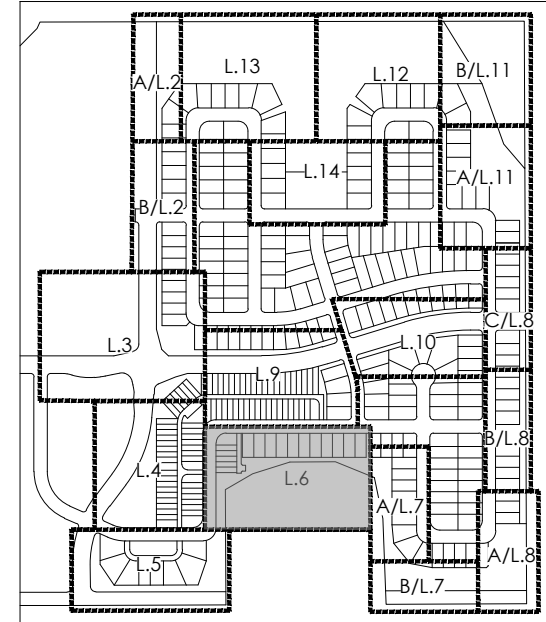


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KEY MAP



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LANDSCAPE PLANS

SHEET NUMBER

L.6

SHEET 17 OF 36



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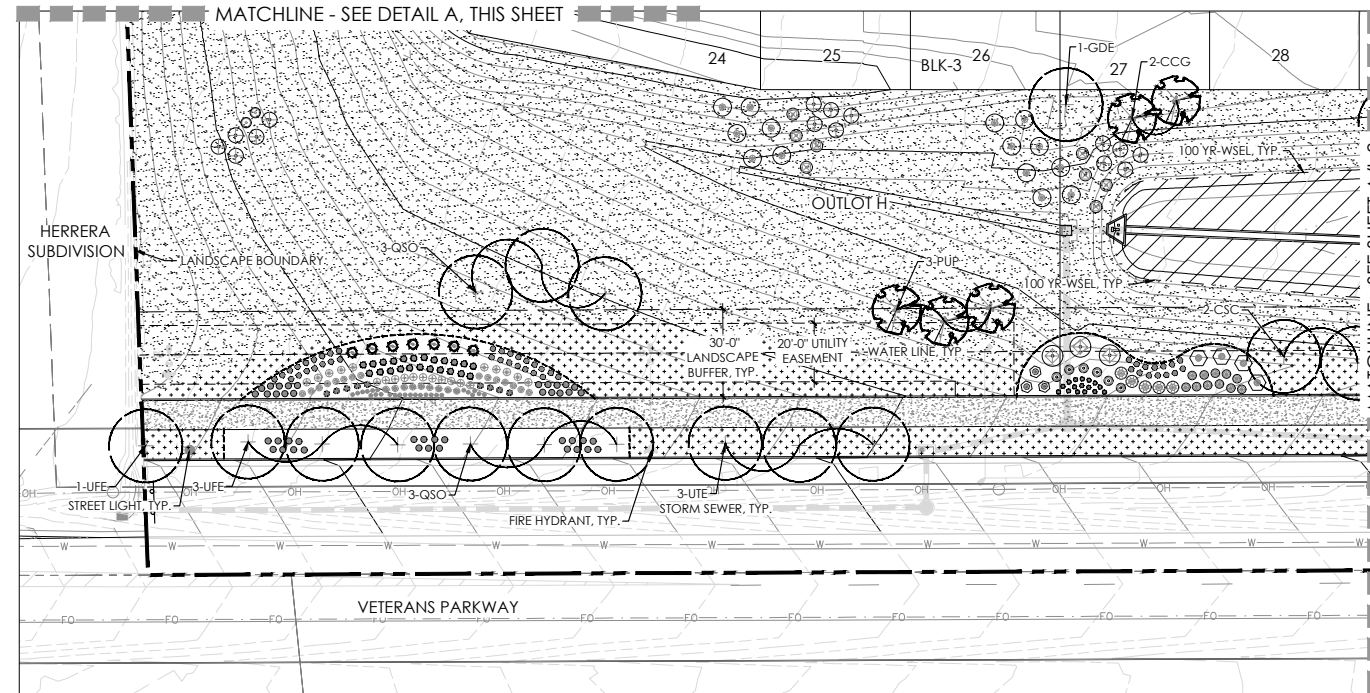


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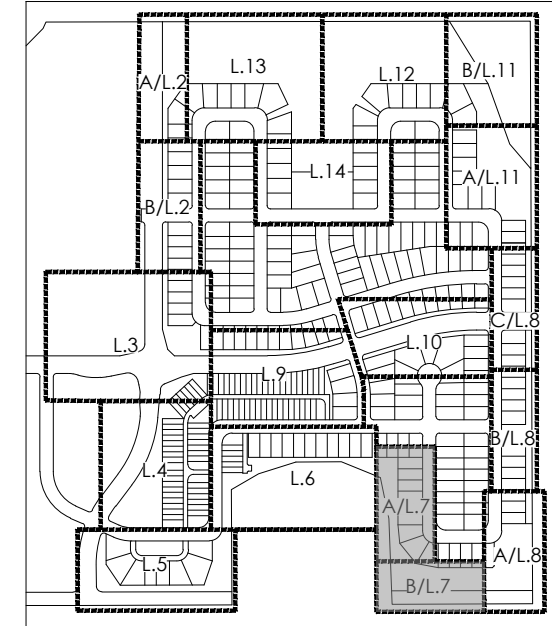


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KEY MAP



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SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.7

SHEET 18 OF 36



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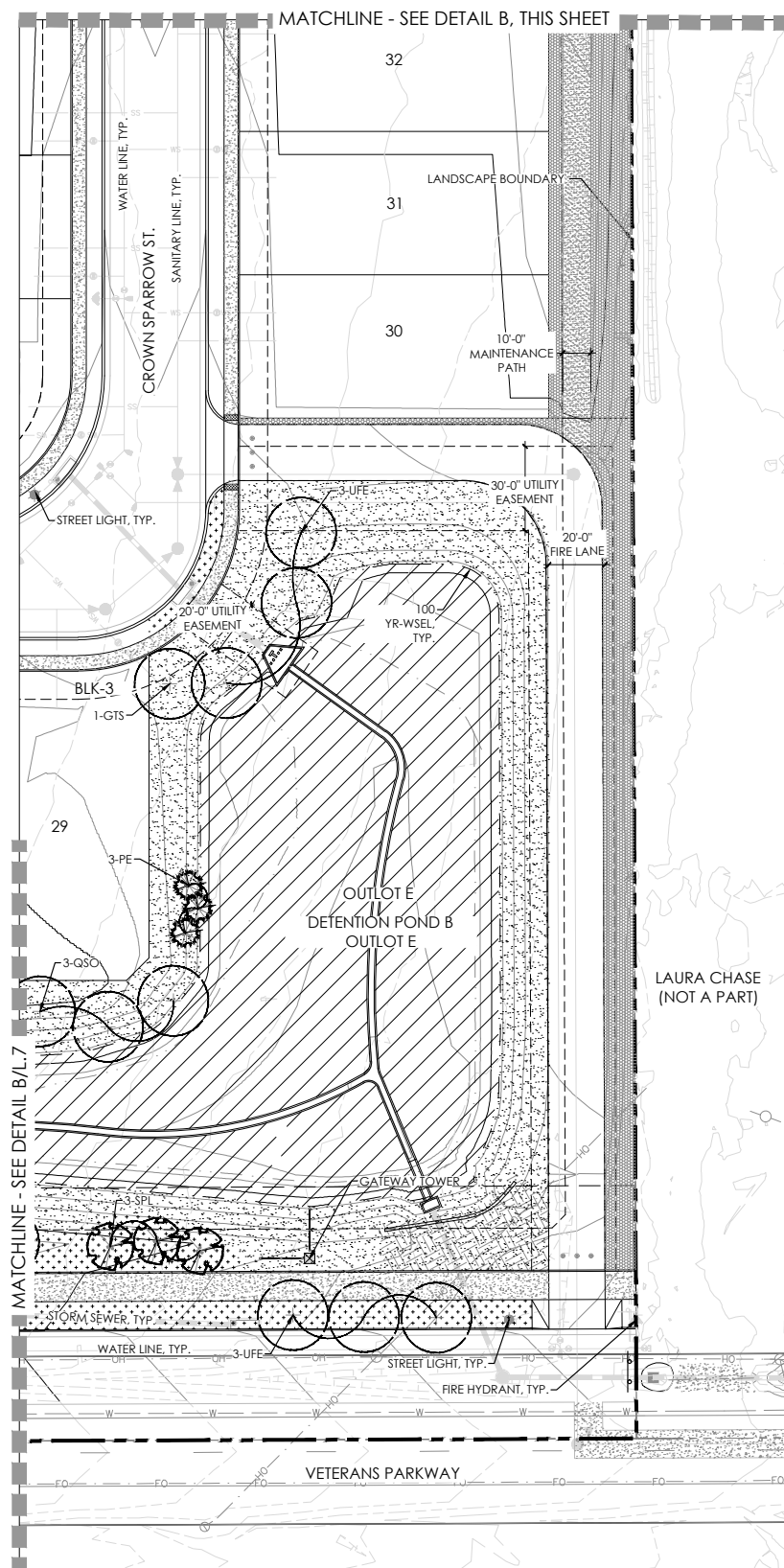


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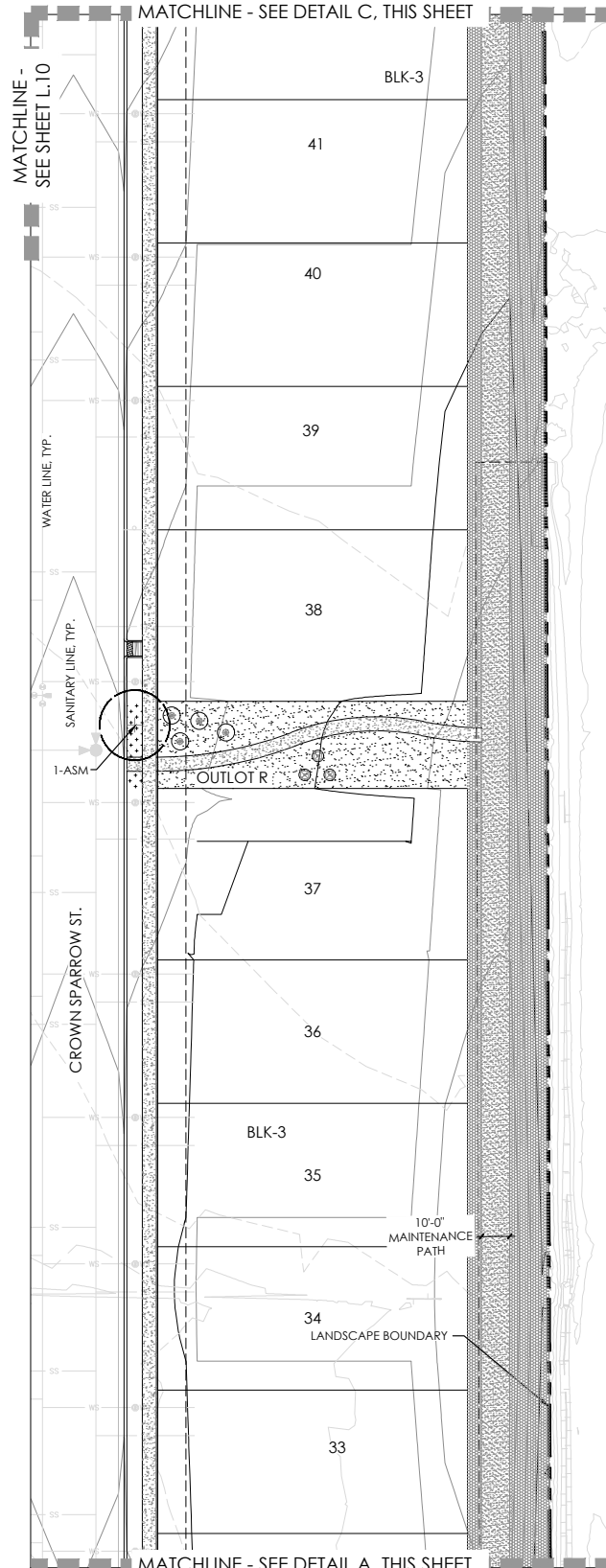


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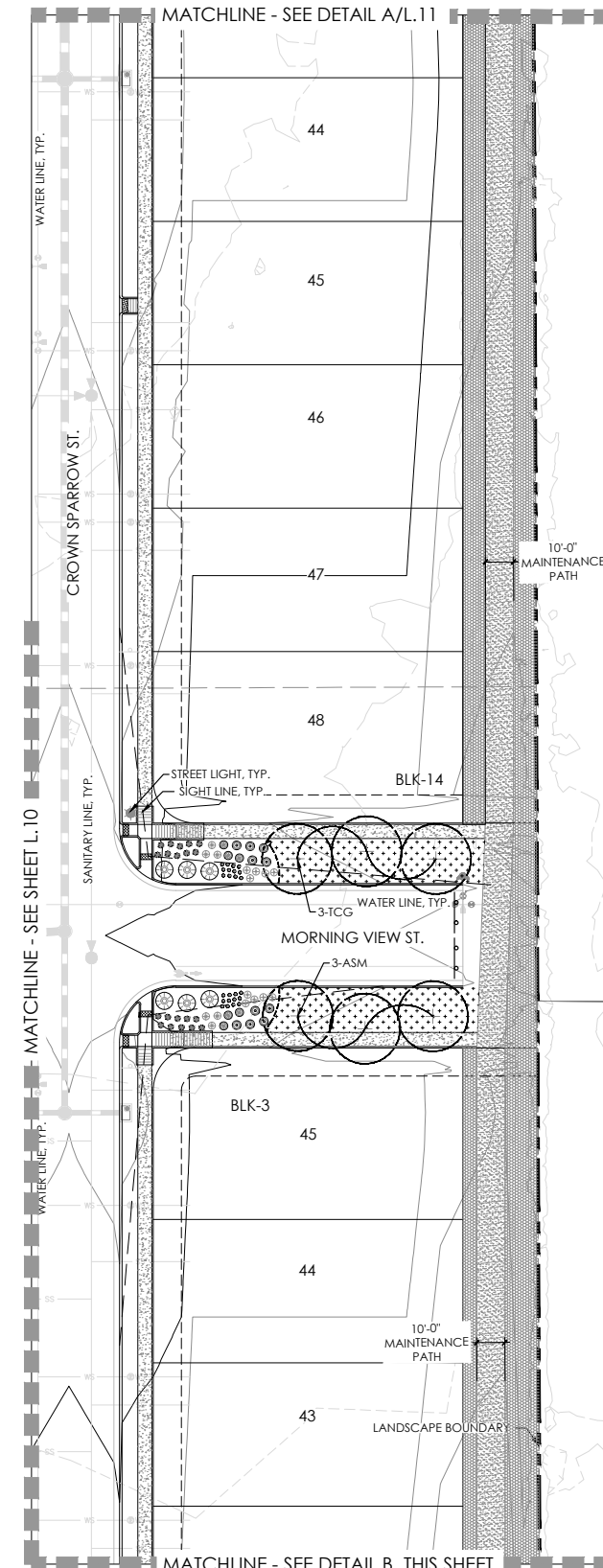
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A

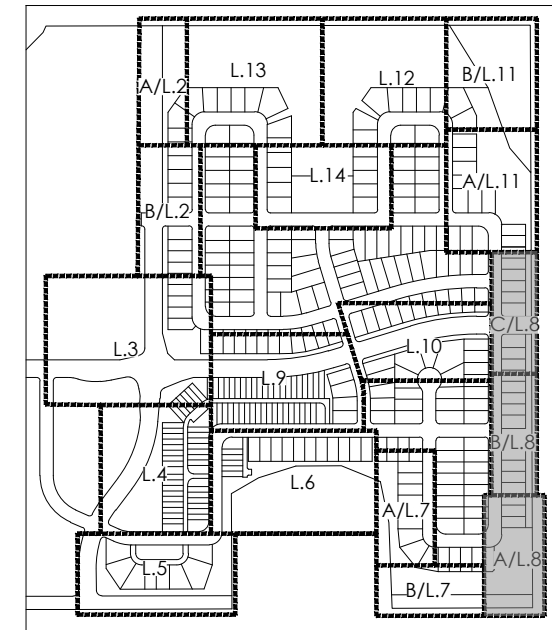


B



C

KEY MAP



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SHEET TITLE

LANDSCAPE PLANS

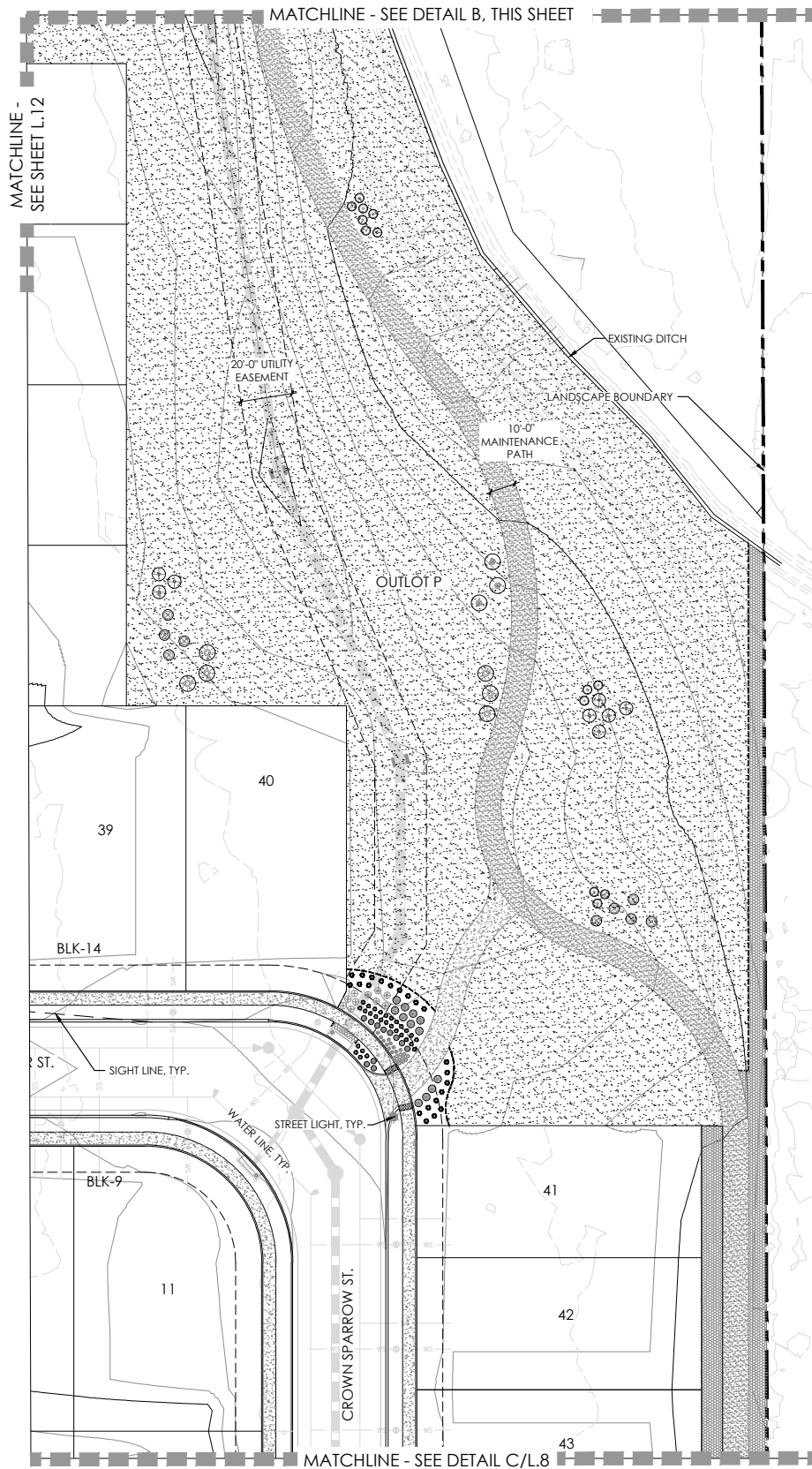
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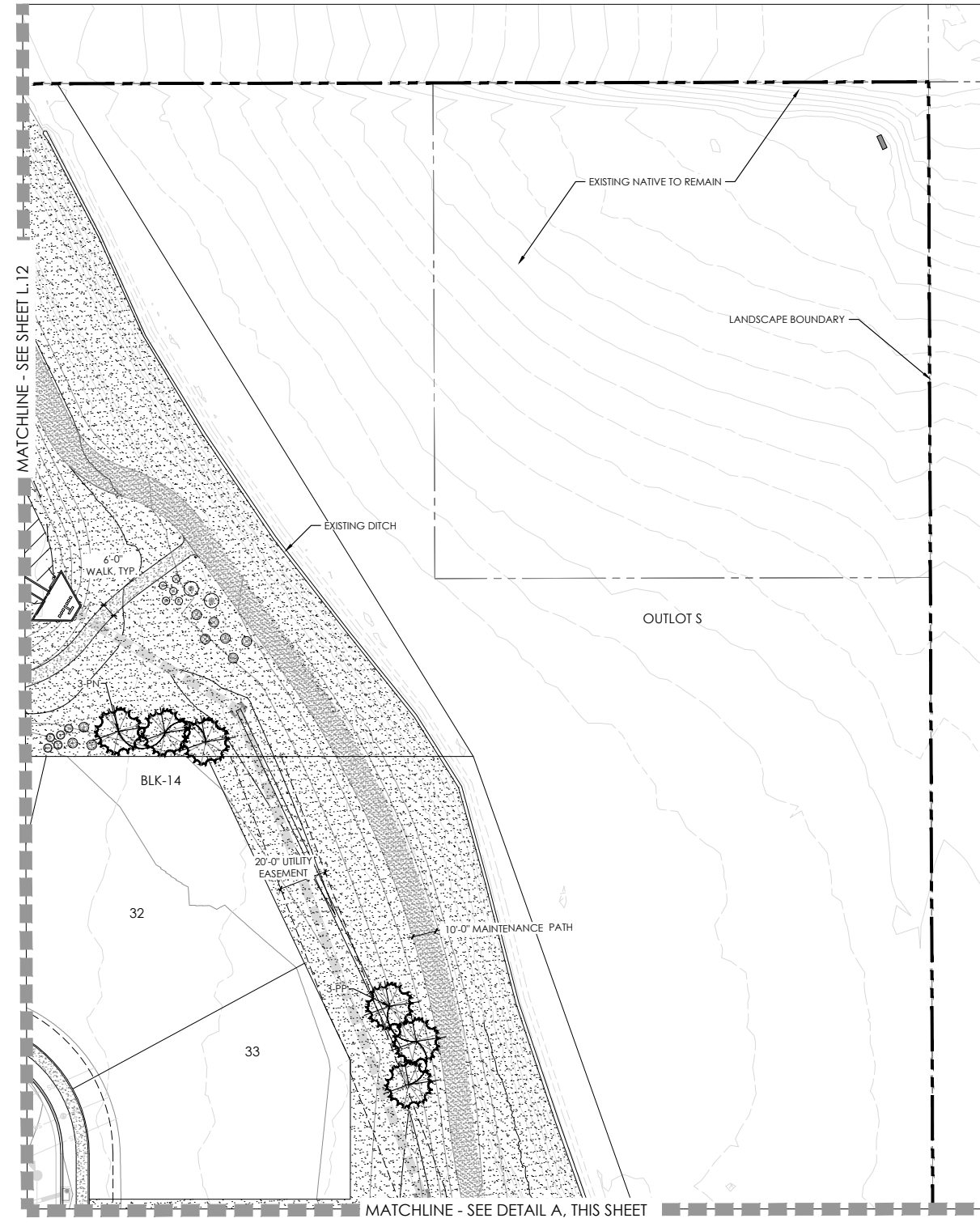
SHEET 19 OF 36

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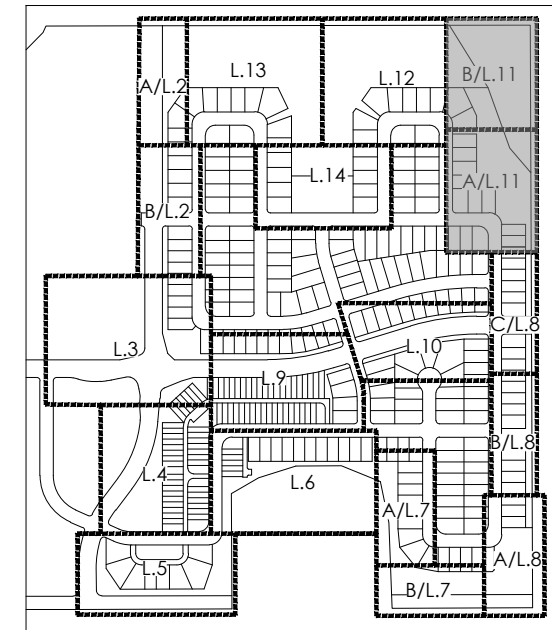


A



B

KEY MAP



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SHEET TITLE

LANDSCAPE PLANS

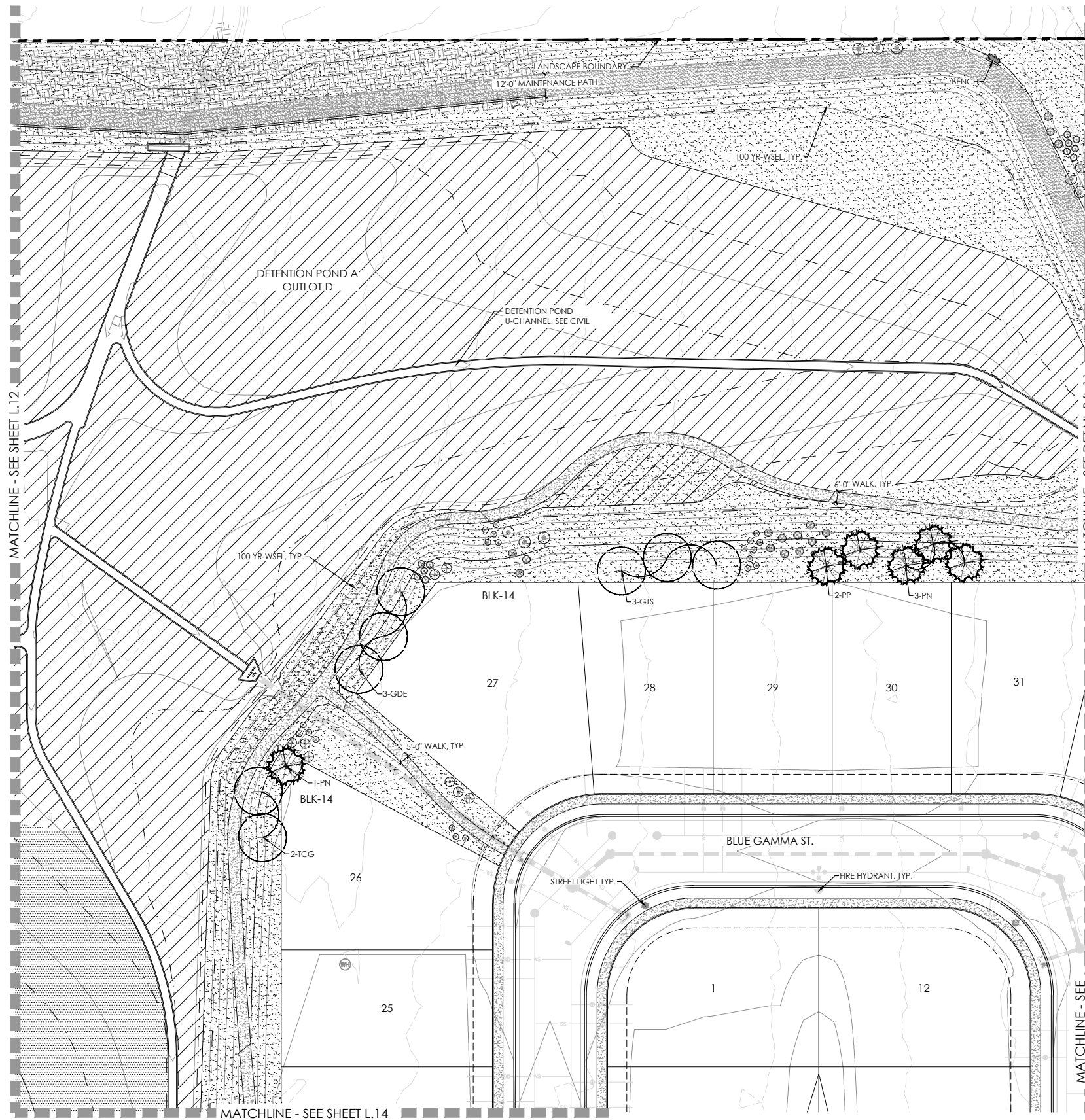
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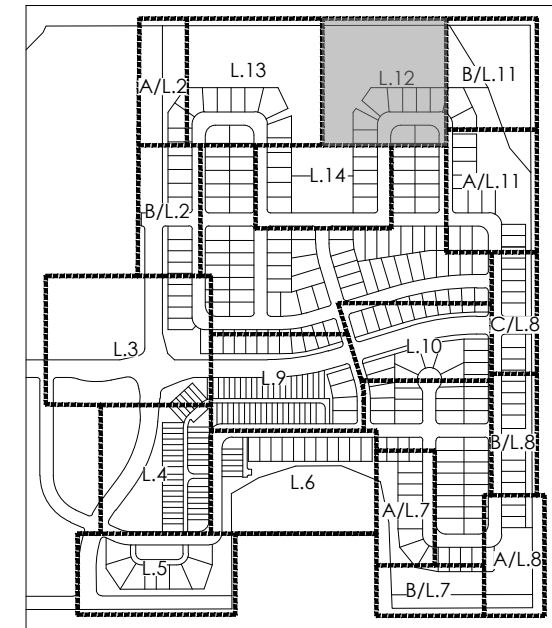
SHEET 22 OF 36

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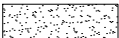

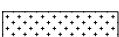








KEY MAP



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SHEET TITLE

LANDSCAPE PLANS

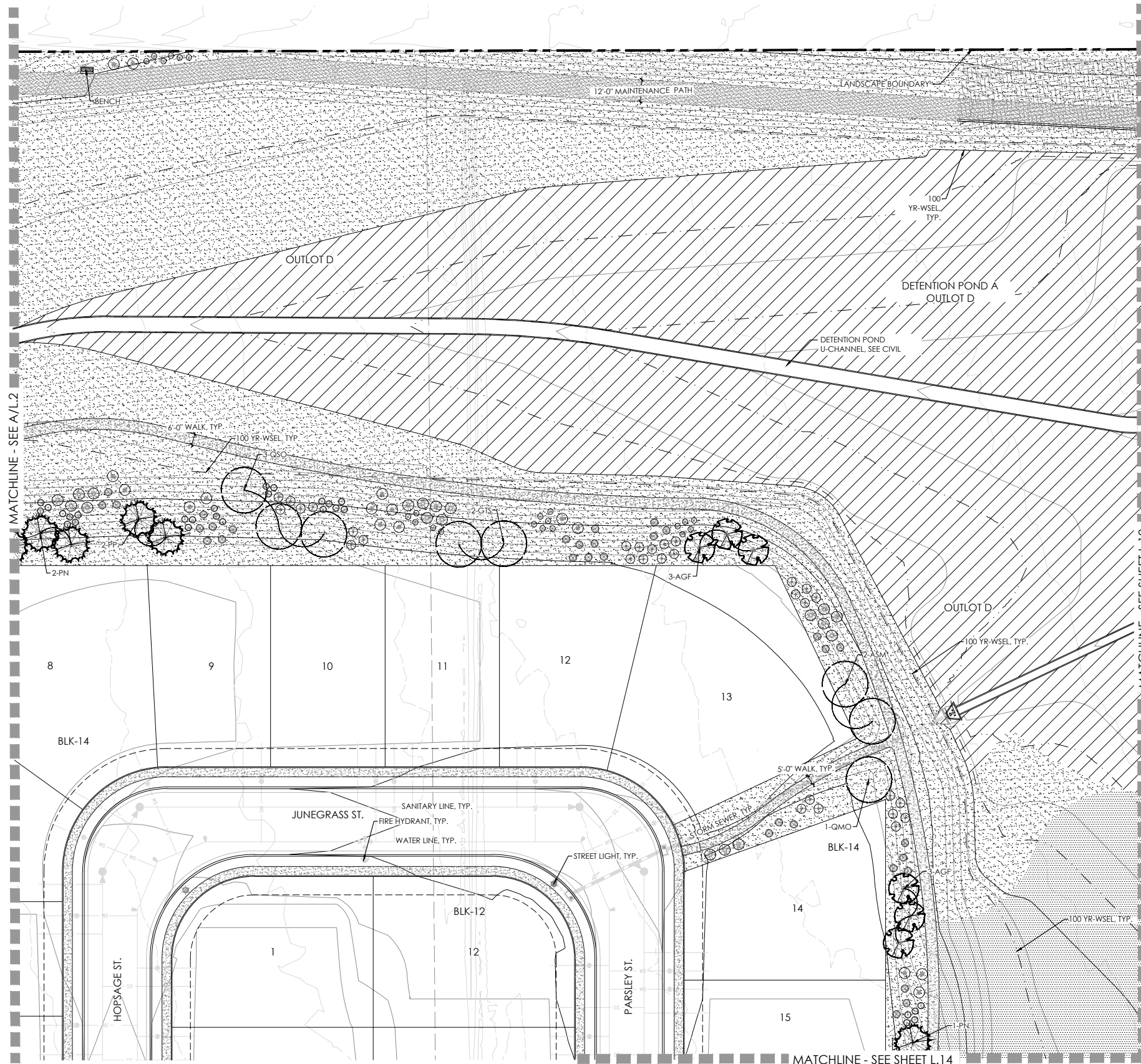
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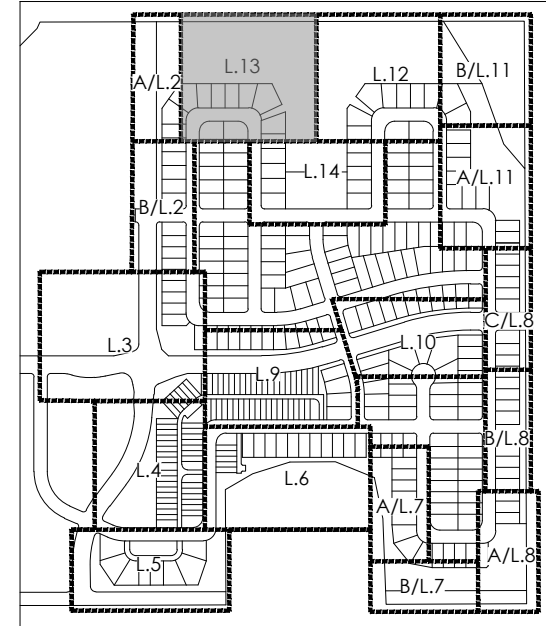
SHEET 23 OF 36

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KEY MAP



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LEGEND

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- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES



Know what's below.
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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.13

SHEET 24 OF 36



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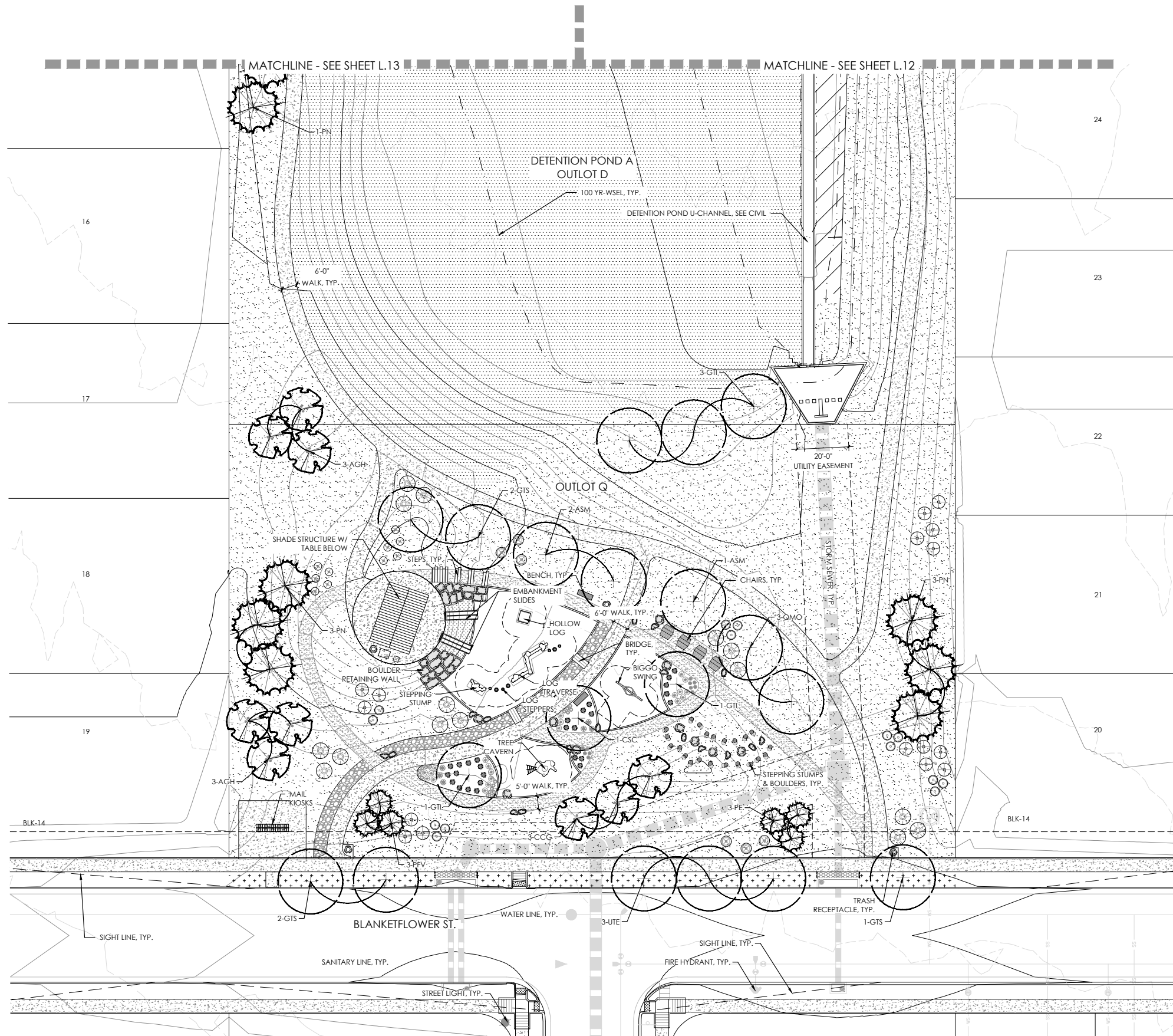


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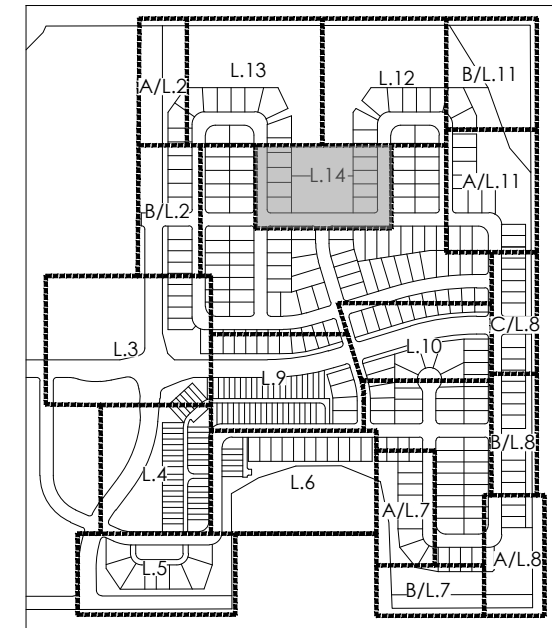


NOT FOR CONSTRUCTION

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ARTIFICIAL/ SYNTHETIC TURF
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES
- LANDSCAPE BOULDERS



Scale: 1"= 20'-0"



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REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.14

SHEET 25 OF 36

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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #11

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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

LANDSCAPE NOTES

SHEET NUMBER

L.15

SHEET 26 OF 36

LANDSCAPE DESIGN INTENT STATEMENT

THE LANDSCAPE DESIGN FOR REVERE NORTH FILING NO. 1 IS INTENDED TO ESTABLISH A UNIQUE SENSE OF PLACE, WHICH REFLECTS THE CHARACTER AND QUALITIES OF THE COLORADO PLAINS. NATIVE AND XERIC PLANT SPECIES HAVE BEEN SELECTED TO FULFILL THIS INTENT. PLANT MATERIAL AND LANDSCAPE FEATURES ARE ARRANGED FOR MAXIMUM VISUAL IMPACT WITH MINIMAL WATER WASTE AND SIMPLE MAINTENANCE.

PARKS
THE PARK AT REVERE NORTH FILING NO. 1 HAS ACTIVE AND PASSIVE FEATURES TO ACCOMMODATE THE RECREATIONAL NEEDS OF VARIOUS AGE GROUPS. A NATURE PLAY AREA FOR THE YOUNGEST USERS IS ADJACENT TO SHADED SEATING AND MEANDERING WALKS, AND AN OPEN TURF AREA PROVIDES SPACE FOR INFORMAL SPORTS.

LANDSCAPE NOTES

- THESE LANDSCAPE STANDARDS SHALL ONLY APPLY TO REVERE NORTH FILING NO. 1. STANDARDS FOR FUTURE FILINGS MAY VARY.
- LOW AND MODERATE WATER-CONSUMING TURF AND OTHER PLANT MATERIAL SHALL BE USED TO THE EXTENT PRACTICAL.
- TREES SHALL NOT BE PLANTED WITHIN 10' OF WATER SEWER OR STORM SEWER UTILITY MAINS.
- EVERGREEN TREES SHALL NOT BE PLACED WITHIN SIGHT TRIANGLES.
- DECIDUOUS STREET TREES SHALL NOT BE PLACED WITHIN 25' OF STREET LIGHTS.
- ALL PARK FACILITIES, INCLUDING TRAILS, SHALL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND AASHTO GUIDELINES.
- NO LANDSCAPING SHALL BE PLANTED THAT IMPAIRS DRAINAGE, INCLUDING SWALES AND DRAINAGE OVERFLOW PATHS.
- SOIL AMENDMENTS SHALL MEET TOWN OF JOHNSTOWN LANDSCAPE REQUIREMENTS.
- NO LANDSCAPING OTHER THAN TURF GRASS SHALL BE INSTALLED WITHIN THREE (3) FEET OF A FIRE HYDRANT, INCLUDING OVERHEAD. THIS RESTRICTION INCLUDES ROCKS, FENCES, TREES, SHRUBS OR OTHER OBJECTS THAT MAY INTERFERE WITH FIREFIGHTER ACCESS TO EFFECTIVELY OPERATE THE FIRE HYDRANT.

PLANT LIST

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
DECIDUOUS SHADE TREES				
27	ASM	ACER SACCHARUM 'GREEN MOUNTAIN'	MAPLE, SUGAR GREEN MOUNTAIN	2' CAL
25	COH	CELTIS OCCIDENTALIS	WESTERN HACKBERRY	2' CAL
25	CSC	CATALPA SPECIOSA	CATALPA, W. ESTERN	2' CAL
26	GDE	GYMNOCALADUS DIOICUS	KENTUCKY COFFEETREE	2' CAL
36	GII	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL	2' CAL
25	GTS	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER	2' CAL
27	QMO	QUERCUS MACROCARPA	OAK, BUR	2' CAL
23	QSO	QUERCUS SHUMARDI	OAK, SHUMARD	2' CAL
28	TCG	TILLIA CORDATA 'GREENSPIRE'	LINDEN, GREENSPIRE	2' CAL
28	LIF	LILMUS 'FRONTIER'	ELM, FRONTIER	2' CAL
22	LIF	LILMUS X TRIUMPH	ELM, TRIUMPH	2' CAL
ORNAMENTAL TREES				
17	AGF	ACER GINNALA 'FLAME'	MAPLE, AMUR OR GINNALA FLAME	6'-8' HT MULTI
24	AGH	ACER X GRANDIDENTATUM 'HIGHLAND PARK'	MAPLE, BIGTOOTH 'HIGHLAND PARK'	6'-8' HT MULTI
26	AH	ACER TATARICUM 'HOT WINGS'	MAPLE, HOT WINGS	6'-8' HT MULTI
26	CCG	CRATAEGUS CRUS-GALLI INERMIS	HAWTHORN, THORNLESS COCKSPUR	6'-8' HT MULTI
12	KFC	KOELREUTERIA PANICULATA	GOLDENRAIN TREE	1.5' CAL
24	PUP	PYRUS USSURIENSIS 'PRAIRIE GEM'	PEAR, PRAIRIE GEM	1.5' CAL
4	SPL	SYRINGA PEKINENSIS	LILAC, PEKING	1.5' CAL
EVERGREEN TREES				
36	PE	PINUS EDULIS	PINE, PINON	6'-8' HT
8	PFV	PINUS FLEXILIS 'VANDERWOLF'S PYRIMID'	PINE, LUMBER 'VANDERWOLF'S PYRIMID'	6'-8' HT
84	PN	PINUS NIGRA	PINE, AUSTRIAN	6'-8' HT
39	PP	PINUS PONDEROSA	PINE, PONDEROSA	6'-8' HT
EVERGREEN SHRUBS				
23	JHB	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR	#5 CONT.
22	JMO	JUNIPERUS X MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD	#5 CONT.
75	JSS	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA	#5 CONT.
21	JSW	JUNIPERUS SCOPULARUM 'WOODWARD'	JUNIPER, WOODWARD ROCKY MOUNTAIN	#5 CONT.
15	PMS	PINUS MUGO 'SLOW MOUND'	PINE, MUGO SLOW MOUND	#5 CONT.
DECIDUOUS SHRUBS				
143	ACL	AMORPHA CANESCENS	LEADPLANT	#5 CONT.
75	ACS	ARTEMISIA CANA	SAGEBRUSH	#5 CONT.
55	COM	COTINUS COGONIGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK	#5 CONT.
48	CCB	CHRYSOTHAMNUS NAUSEOSUS 'ALBIC AULIS'	SPIREA, BLUE MIST	#5 CONT.
160	CLB	CYTISUS X LENA	BROOM, LENA	#5 CONT.
107	ENR	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, TALL BLUE	#5 CONT.
168	FAP	FALLUGIA PARADOXA	APACHE PLUME	#5 CONT.
25	FFP	FORESTIERA NEOMEXICANA	NEW MEXICO, PRIVET	#5 CONT.
77	PBP	PRUNUS BESSEYI 'PAWNEE BUTTES'	WESTERN SAND CHERRY	#5 CONT.
193	PPG	POTENTILLA FRUITICOSA 'GOLDSTAR'	POTENTILLA, GOLD STAR	#5 CONT.
19	POG	PHYSOCARPUS OPULIFOLIUS 'DARIS GOLD'	NINEBARK, DART'S GOLD	#5 CONT.
19	PSM	PHILADELPHUS X 'SNOWBELLE'	MOCKORANGE, SNOWBELLE	#5 CONT.
67	RAG	RHUS AROMATICA 'GRO-LOW'	SUMAC, DWARF FRAGRANT	#5 CONT.
58	RGM	RIBES ALPINUM 'GREENMOUND'	CURRENT, GREEN MOUND	#5 CONT.
94	RMC	ROSA MEIPelta	ROSE, FUCHSIA MEIDLAND	#5 CONT.
94	RNW	ROSA 'NEARLY WILD'	ROSE, NEARLY WILD	#5 CONT.
ORNAMENTAL GRASSES				
322	AGG	ANDROPOGON GERARDII	BIG BLUESTEM GRASS	#1 CONT.
154	BCS	BOUTELOUA CURTIPENDULA	SIDE-OATS GRAMA GRASS	#1 CONT.
241	HSG	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS	#1 CONT.
227	PVH	PANICUM VIRGATUM 'HEAVY METAL'	DALLAS BLUES SWITCH GRASS	#1 CONT.
492	SHF	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	#1 CONT.
73	SSB	SCHIZACHYRIUM SCOPARUM 'THE BLUES'	THE BLUES LITTLE BLUESTEM GRASS	#1 CONT.
84	SWG	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS	#1 CONT.
PERENNIALS				
115	ARS	AGASTACHE RUPESTRIS	HYSSOP, SUNSET	F15
31	ATB	ASCLEPIAS TUBEROSA	BUTTERFLY WEED	F15
135	CRK	CENTRANTHUS RUBER	RED VALERIAN	F15
250	GLC	GAURA LINDHEIMERI 'CRIMSON'	WHIRLING BUTTERFLIES 'CRIMSON'	F15
81	GLW	GAURA LINDHEIMERI	WHIRLING BUTTERFLIES	F15
83	HPB	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	FALSE YUCCA, BRAKELIGHTS RED	#1 CONT.
60	KSE	KNIPHOFIA 'STARK'S EARLY HYBRIDS'	TORCHLILLY, RED	#1 CONT.
147	RFG	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACK EYED SUSAN	1 GAL
202	PAJ	PERISCARIA AFFINIS	HIMALAYAN BORDER JEWEL	F15

PBSI NATIVE SEED MIX

LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
1.5	BUCHLOE DACTYLOIDES	BUFFALOGRASS, NATIVE
0.25	CAREX NEBRASCENSIS	NEBRASKA SEDGE, NATIVE *
1	DISTICHUS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNJUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRIUM SCOPARUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*

PBSI LOW GROW SEED MIX

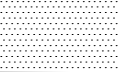
LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
7.5	AGROPYRON CRISTATUM	EPHRAIM CRESTED WHEATGRASS
6.25	FESTUCA OVINA	SHEEP FESCUE
5	LOLIUM PERENNE	PERENNIAL RYE
3.75	FESTUCA RUBRA	CHEWINGS FESCUE
2.5	POA COMPRESSA	CANADA BLUEGRASS
TOTAL: 25		

*ALWAYS INCLUDE THESE KEY SPECIES, MAINTAIN AT LEAST 25 LBS/ACRE RATE FOR MIX.
**1/4 LBS MIN. PER SPECIES ORDER






SEED MIX AVAILABLE THROUGH:
PAWNEE BUTTES SEED, INC.
605 25TH ST.
GREELEY, COLORADO 80631
(970) 356-7002

TURF

RTF SOD OR APPROVED EQUAL



LANDSCAPE AREA LEGEND

-  ARTERIAL BUFFER
-  ARTERIAL ROW
-  COLLECTOR ROW
-  PRIVATELY OWNED & OPERATED LAND
-  DETENTION AREA

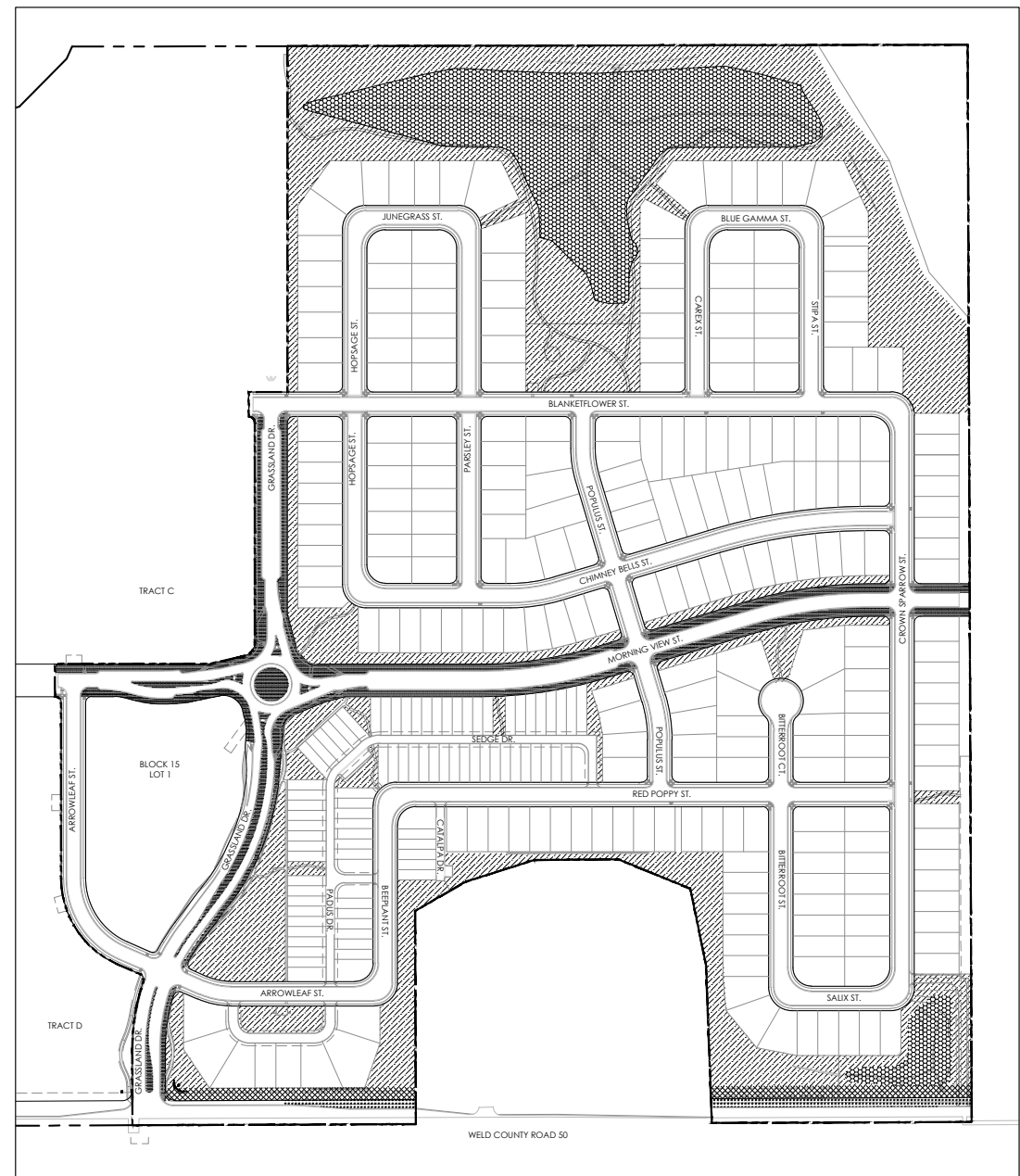
Scale: 1"= 200'-0"



LANDSCAPE AREA TABLE

	Length (LF)	Area (SF)	Area (AC)	% of Development	Trees Required	Trees Proposed	Shrubs Required	Shrubs Proposed
Arterial Buffer								
1 tree + 5 Shrubs per 2,000 square feet		37,621			19	19	95	95
Arterial ROW								
1 tree + 5 Shrubs per 1,000 square feet		19,131			20	20	96	96
Collector ROW								
1 tree per 50 linear ft. and 1 shrub per 2,000 square feet	6,311	127,902			127	127	64	322
Privately Owned and Operated Land								
1 tree + 5 shrubs for every 4,500 square feet		734,795			164	164	817	817
Detention Areas								
1 tree + 5 shrubs for every 75 linear feet of perimeter	4,115	310,999			55	55	275	275
Total	10,426	1,230,448	28.2	27%	385	385	1,347	1,605

LANDSCAPE AREA MAP



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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



Item #11

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TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

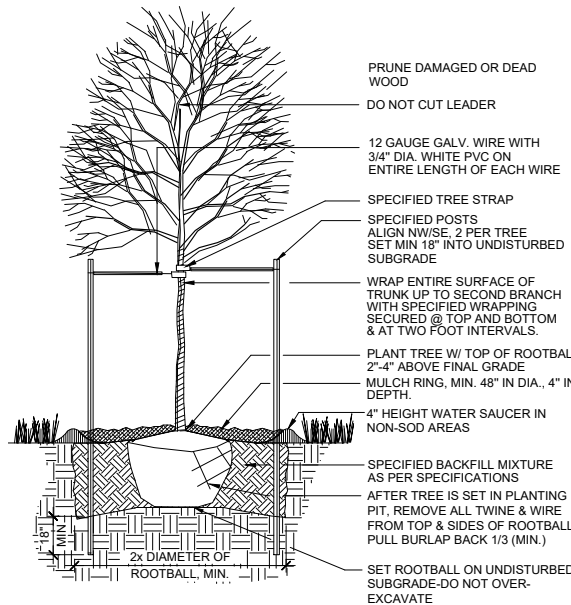
LANDSCAPE DETAILS

SHEET NUMBER

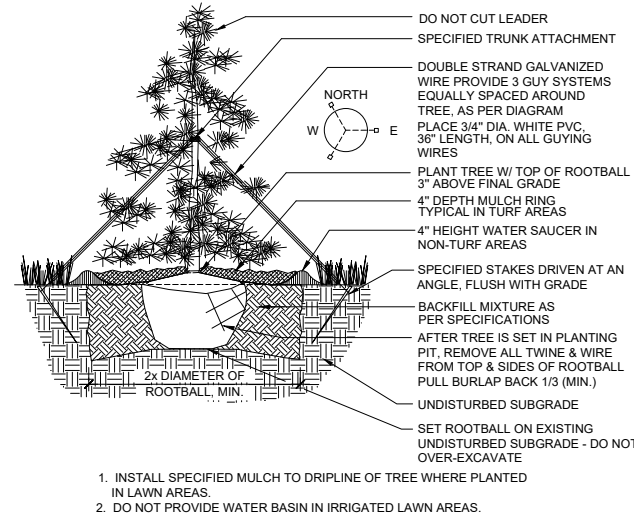
L.16

SHEET 27 OF 36

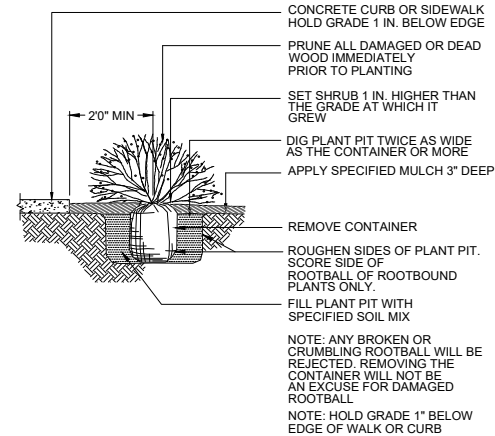
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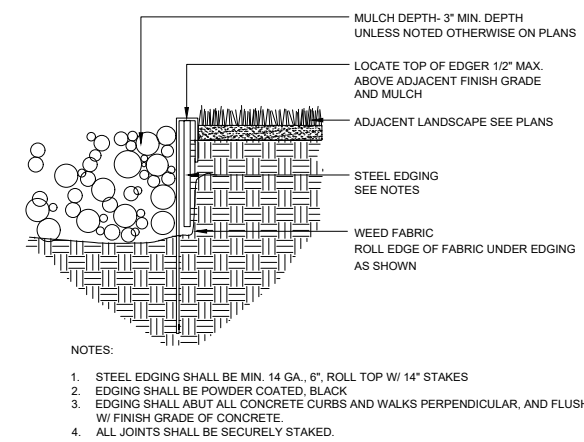
1 DECIDUOUS TREE PLANTING
NTS



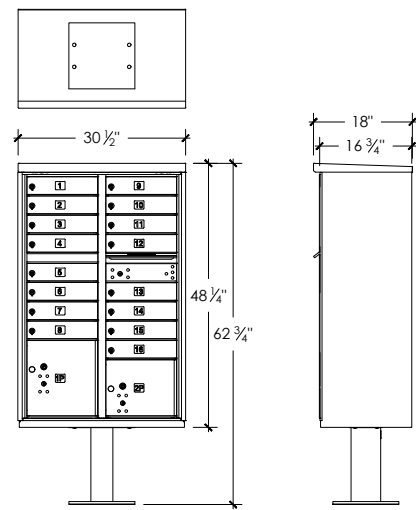
2 EVERGREEN TREE PLANTING
NTS



3 TYPICAL SHRUB PLANTING
NTS

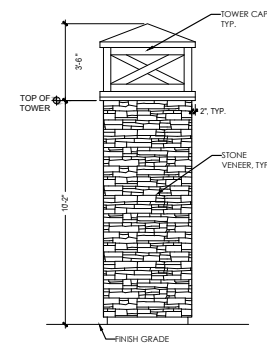


4 STEEL EDGER
NTS

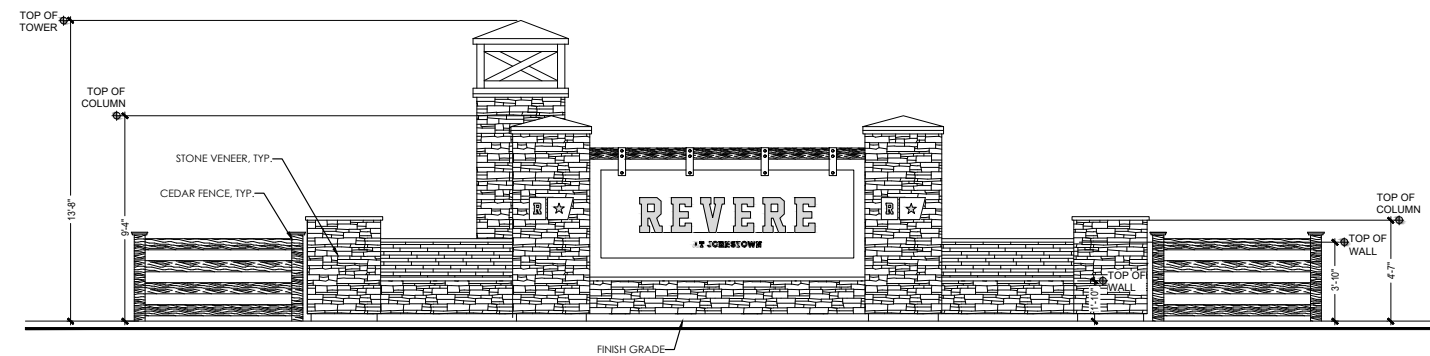


NOTES:
1) EXACT MODEL AND COLOR WILL BE DETERMINED AT A LATER DATE.

5 MAIL KIOSK
NTS



6 GATEWAY TOWER
NTS *PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)



7 GATEWAY MONUMENT
NTS *PER APPROVED MASTER SIGN PLAN FOR REVERE (ZON22-0001)

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p:\forestar\great plains\revere north filing\1\cad\submit\hds\pdp\submit\15-06-23-2023\landscape notes and details.dwg

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

NOTE:
IMAGES ARE CONCEPTUAL AND SUBJECT TO CHANGE.
FINAL DESIGN WILL BE PROVIDED AT THE TIME OF FINAL
DEVELOPMENT PLAN.



1 MAIL KIOSK/ SHADE STRUCTURE
NTS



2 BRIDGE
NTS



3 BALANCE LOG
NTS



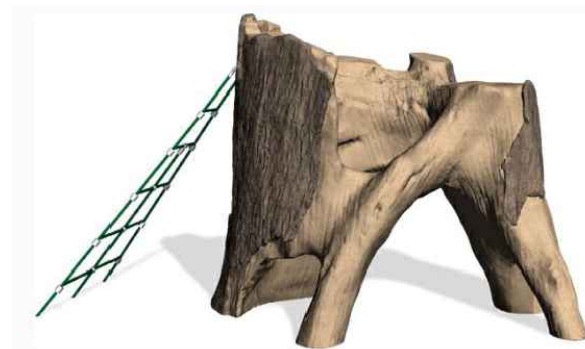
4 STEPPING STUMPS
NTS



5 TUNNEL CRAWL
NTS



6 BIGGO SWING
NTS



7 TREE CAVERN
NTS



8 STEPPING STONE & STUMP
NTS



9 TABLE
NTS



10 BENCH
NTS



11 CHAIR
NTS



12 TRASH RECEPTACLE
NTS

811
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SHEET TITLE

LANDSCAPE DETAILS

SHEET NUMBER

L.17

SHEET 28 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
06-20-2023
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SHEET TITLE

**LOT TYPICALS
(LANDSCAPE)**

SHEET NUMBER

L.19

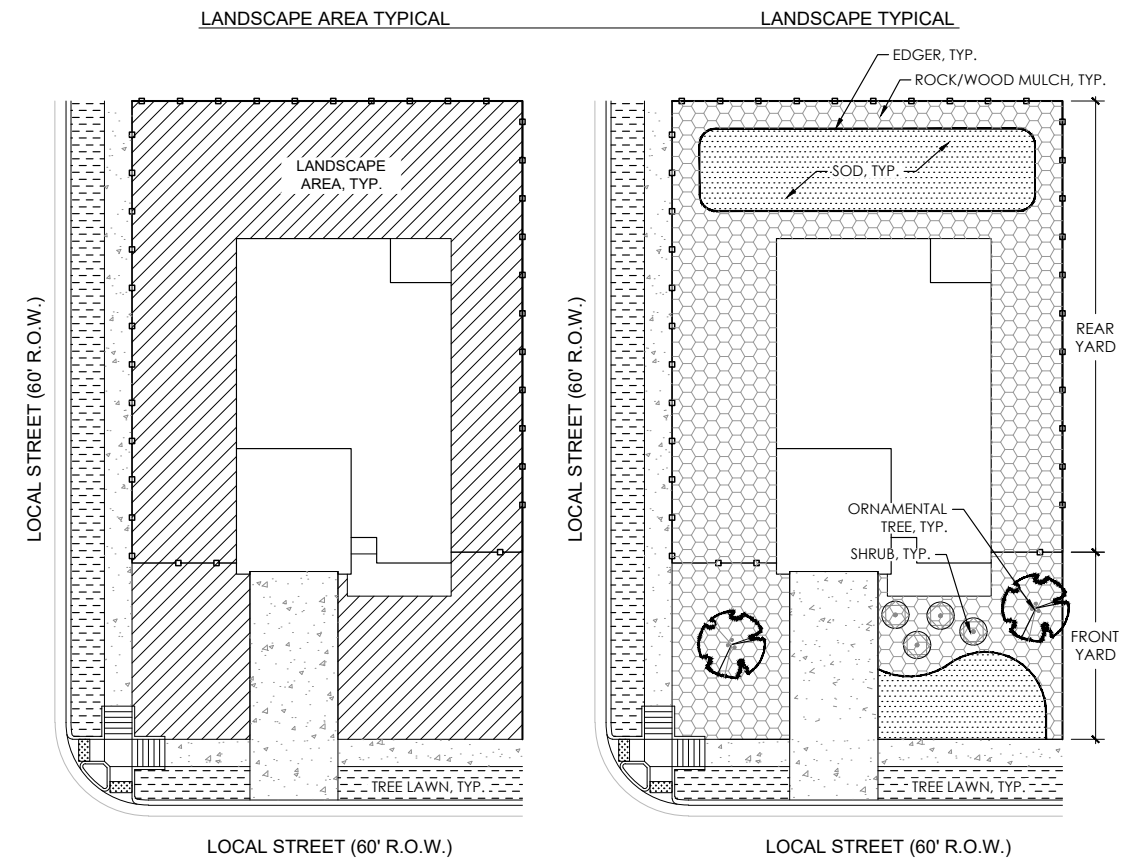
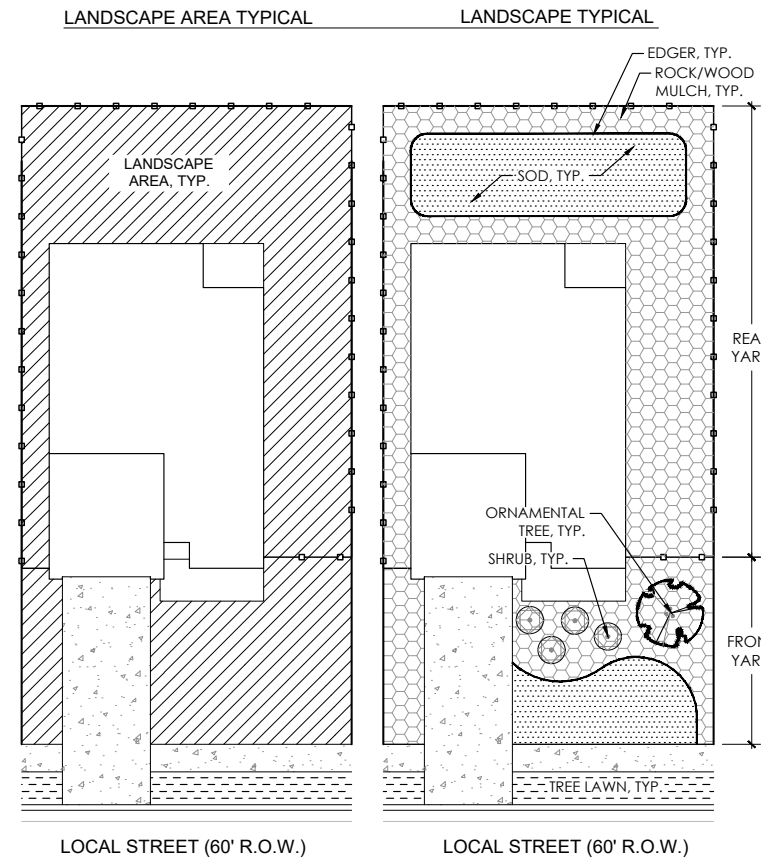
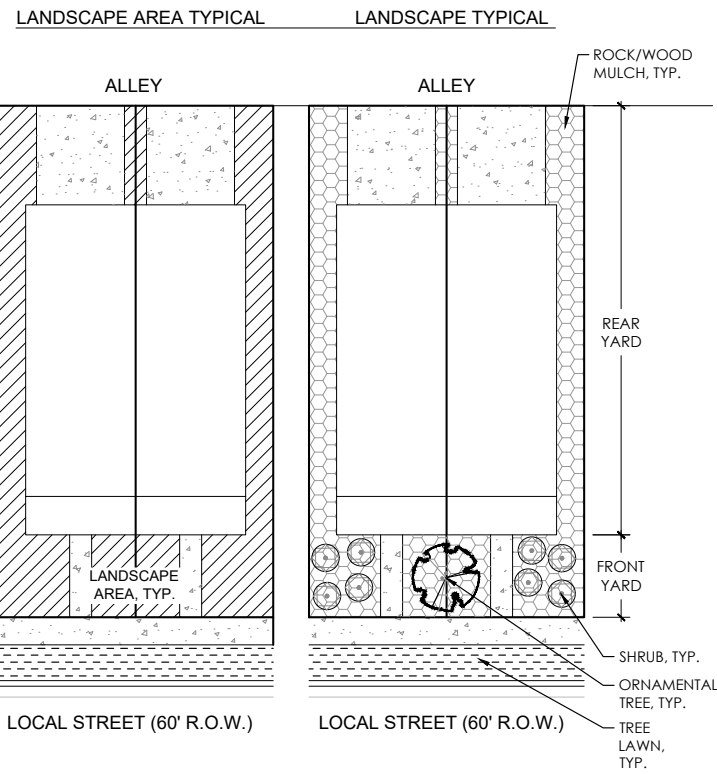
SHEET 29 OF 36

18

ALLEY LOAD SINGLE-FAMILY ATTACHED LOTS

SINGLE-FAMILY DETACHED INTERIOR LOTS

SINGLE-FAMILY DETACHED CORNER LOTS



SINGLE FAMILY ATTACHED LOT LANDSCAPE STANDARDS

SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS

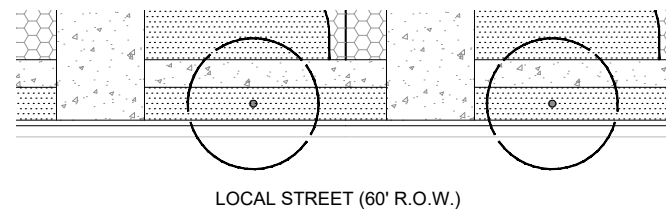
1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED ON EVERY LOT.
2. AT LEAST ONE (1) TREE OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED FOR EACH SINGLE FAMILY ATTACHED BUILDING IN THE FRONT YARD.
3. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
4. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.

1. AT LEAST FOUR (4) SHRUBS WILL BE PLANTED IN THE FRONT YARD OF EVERY LOT.
2. AT LEAST ONE (1) TREE IN THE INTERIOR LOT FRONT YARD, AND TWO (2) TREES IN THE CORNER LOT FRONT YARD OF ONE AND ONE-HALF (1 1/2) INCH CALIPER WILL BE PROVIDED.
3. MAXIMUM 30% OF LANDSCAPE AREA CAN BE TURF.
4. TREES REQUIRED IN THE ADJACENT RIGHT-OF-WAY WILL NOT BE USED TO MEET THE LOT STANDARDS.
5. TURF AREAS MAY BE A LOW WATER TURF OR SEED MIX.
6. REAR YARDS MAY INCLUDE SYNTHETIC TURF

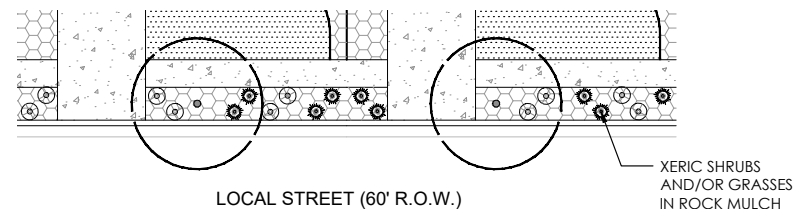
LEGEND

	CONCRETE
	TURF (NON-SYNTHETIC)
	MULCH (ROCK/WOOD)
	TREE LAWN
	LANDSCAPE AREA
	EDGER

TREE LAWN TYPICAL - TURF



TREE LAWN TYPICAL - XERIC PLANTING



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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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**OPEN AREA &
TRAILS PLAN**

SHEET NUMBER

L.22

SHEET 32 OF 36



LEGEND

- OPEN AREA
- USABLE OPEN AREA
- PARK
- NEIGHBORHOOD TRAIL
- PARK TRAIL

OPEN AREA DATA									
FILING	TOTAL GROSS ACREAGE	OPEN AREA REQUIRED	OPEN AREA PROVIDED	% OF TOTAL ACREAGE	USABLE OPEN AREA REQUIRED	USABLE OPEN AREA PROVIDED	% OF TOTAL ACREAGE	PARK AREA REQUIRED	PARK AREA PROVIDED
REVERE AT JOHNSTOWN FILING NO. 1	73.5	11.0	19.4	26%	7.3	8.4	11%	1.3	3.0
REVERE NORTH FILING NO. 1	107.1***	16.1	33.7	31%	10.7	11.6	11%	1.4	5.7
TOTAL	180.6	27.1	53.1	29%	18.0	20.0	11%	2.7	8.7

*REVERE AT JOHNSTOWN FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 3 ACRES OF THE REQUIRED OPEN AREA.

**REVERE NORTH FILING NO. 1 DETENTION PONDS ACCOUNT FOR APPROXIMATELY 7 ACRES OF THE REQUIRED OPEN AREA.

***REVERE NORTH FILING NO. 1 TOTAL GROSS ACREAGE DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS.

NOTES:

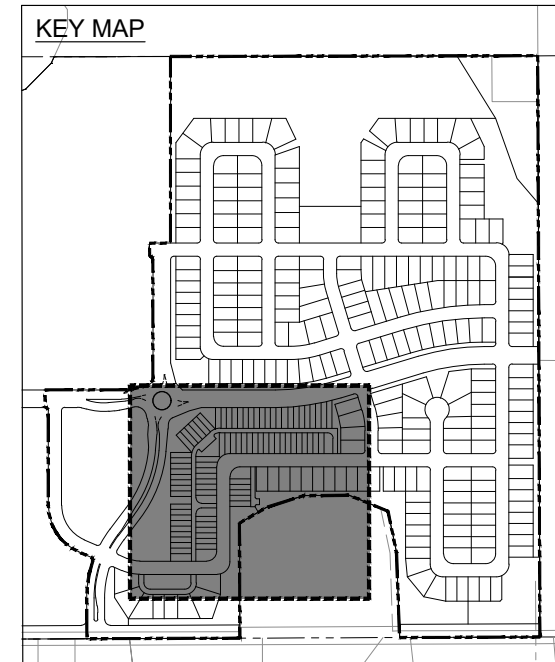
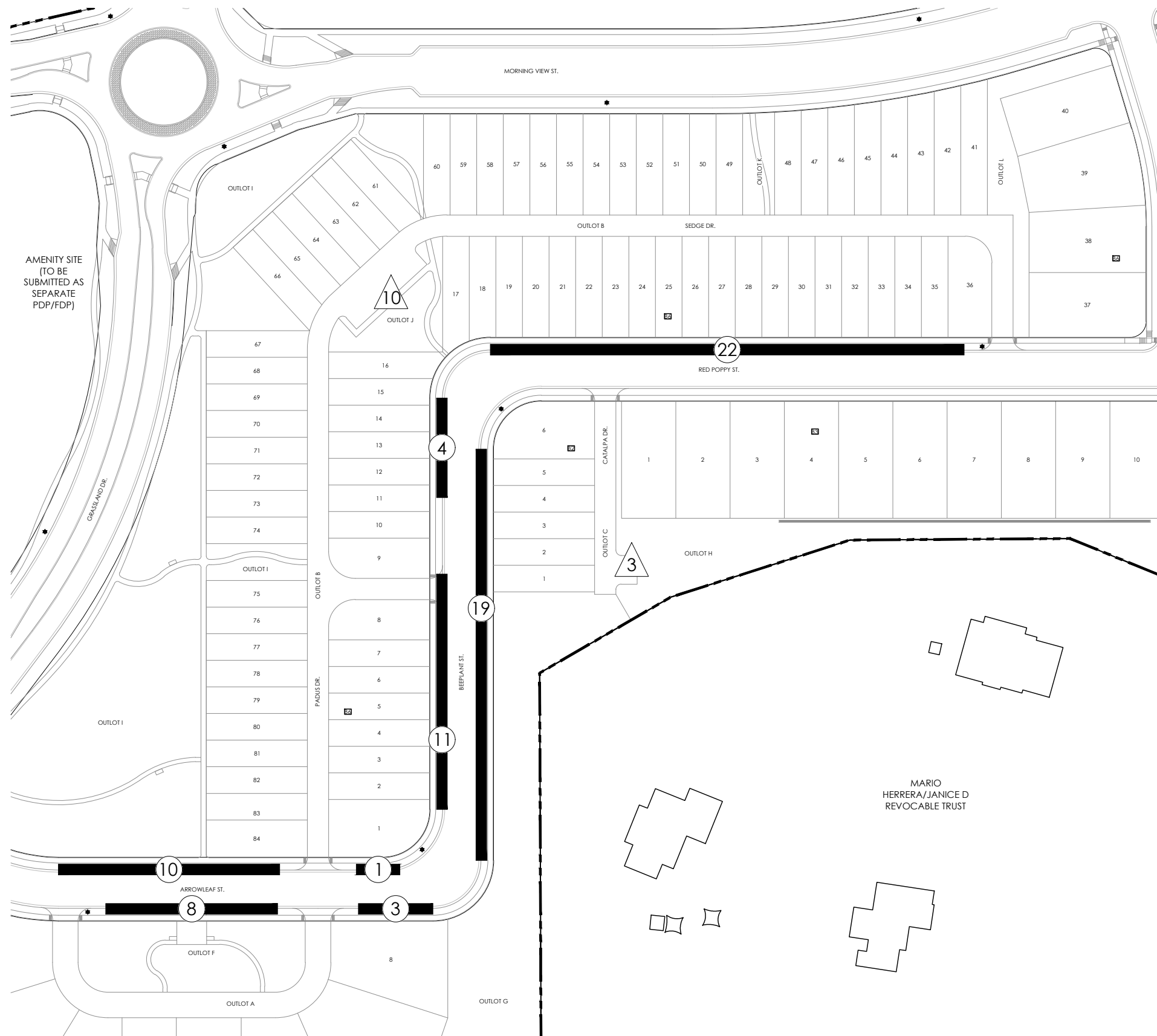
1. ANY OPEN AREA AND/OR USABLE OPEN AREA THAT IS ABOVE THE REQUIRED SQUARE FOOTAGE MAY BE APPLIED TO FUTURE FILING REQUIREMENTS WITH THE APPROVAL OF THE PLANNING AND DEVELOPMENT DIRECTOR.
2. PER THE GREAT PLAINS VILLAGE ODP, "SINGLE FAMILY DETACHED OR ATTACHED RESIDENTIAL DEVELOPMENT WILL REQUIRE A MINIMUM 15% OPEN AREA."
3. PER THE GREAT PLAINS VILLAGE ODP, "GREAT PLAINS VILLAGE REQUIRES A 10% USABLE OPEN AREA FOR RESIDENTIAL AREAS. FOR PURPOSES OF THIS PUD, THE 10% USABLE OPEN AREA SHALL BE CALCULATED FROM THE TOTAL AREA OF ALL RESIDENTIAL LOTS AND ADJACENT LOCAL ROADWAYS THAT SERVE AS DIRECT ACCESS TO THE RESIDENTIAL LOTS."
4. PER THE GREAT PLAINS VILLAGE ODP, "A MINIMUM OF 1 ACRE OF PARK PER 250 RESIDENTIAL UNITS IS REQUIRED."
5. PER THE GREAT PLAINS VILLAGE ODP, "DETENTION PONDS CAN COUNT TOWARDS USABLE OPEN AREA REQUIREMENTS AS LONG AS THEY MEET THE DEFINITION OF USABLE OPEN AREA PROVIDED IN THIS DOCUMENT. NOT MORE THAN 5% OF THE USABLE OPEN AREA REQUIREMENT CAN BE MET WITH DETENTION PONDS."
6. THE OPEN AREA CALCULATION ABOVE INCLUDES LOT 1/BLOCK 15 (AMENITY SITE) BUT DOES NOT INCLUDE FUTURE DEVELOPMENT TRACTS (TRACTS A, B, C, AND D).

NOT FOR CONSTRUCTION

Scale: 1"= 150'-0"

p:\forestar\great plains village\revere north filing 1\cod\submittals\pdp_submittal #5-06-23-2023\exhibits.dwg

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



LEGEND

- ON-STREET PARKING (SFA)
- OFF-STREET PARKING

SINGLE FAMILY ATTACHED PARKING DATA				
PARKING TYPE	PARKING REQUIRED PER CODE	ADDITIONAL GUEST PARKING (0.5 PER UNIT)	TOTAL PARKING REQUIRED	PARKING PROVIDED
ON-STREET				78
OFF-STREET				13
DRIVEWAY	678	170	848	678
GARAGE				678
TOTAL	678	170	848	1,447

- NOTES:**
- PARKING REQUIREMENTS ARE TWO (2) SPACES PER UNIT.
 - ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS INCLUDE A TWO-CAR GARAGE.
 - ALL SINGLE FAMILY ATTACHED AND DETACHED UNITS HAVE DRIVEWAYS, PROVIDING TWO (2) ADDITIONAL GUEST PARKING SPACES PER UNIT.
 - PARKING ALLOWED ALONG LOCAL STREETS THAT SERVE SINGLE FAMILY DETACHED UNITS.



Item #11
811
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terraccina
Ed design
10200 E. Grand Ave., A-314
Denver, CO 80231
PH: 303.692.8697

LJA
LJA ENGINEERING

PROJECT NAME

**REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

PARKING PLAN

SHEET NUMBER

L.24

SHEET 34 OF 36

NOT FOR CONSTRUCTION

p:\forestar\great plains village\revere north filing 1\cod\submittals\pdp_submittal #6-06-23-2023\exhibits.dwg

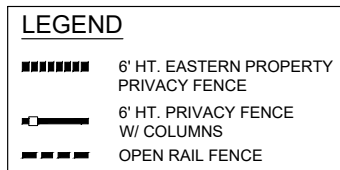
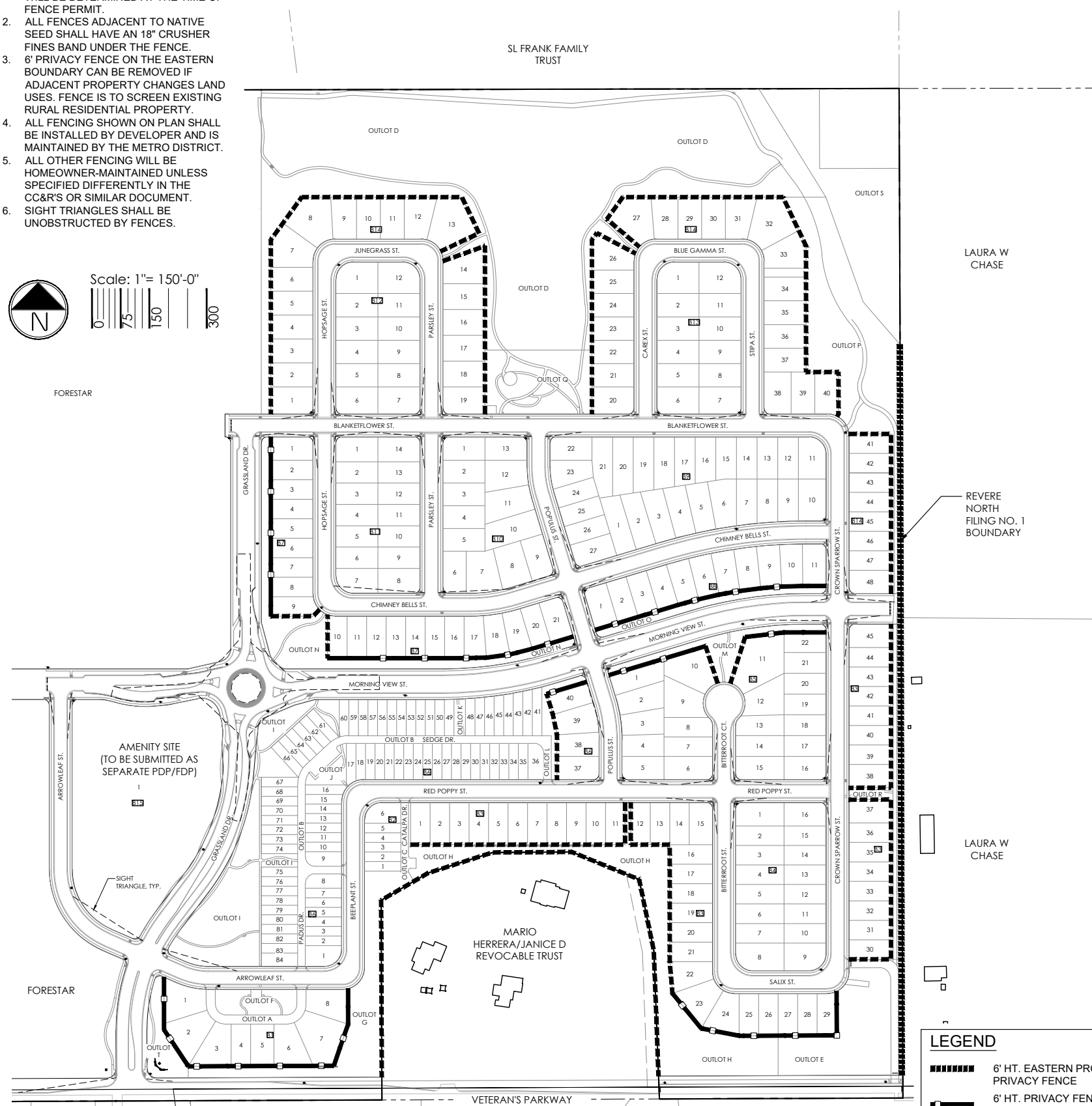
REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

- NOTES:
1. COLUMN AND CROSS RAIL LOCATIONS WILL BE DETERMINED AT THE TIME OF FENCE PERMIT.
 2. ALL FENCES ADJACENT TO NATIVE SEED SHALL HAVE AN 18" CRUSHER FINES BAND UNDER THE FENCE.
 3. 6' PRIVACY FENCE ON THE EASTERN BOUNDARY CAN BE REMOVED IF ADJACENT PROPERTY CHANGES LAND USES. FENCE IS TO SCREEN EXISTING RURAL RESIDENTIAL PROPERTY.
 4. ALL FENCING SHOWN ON PLAN SHALL BE INSTALLED BY DEVELOPER AND IS MAINTAINED BY THE METRO DISTRICT.
 5. ALL OTHER FENCING WILL BE HOMEOWNER-MAINTAINED UNLESS SPECIFIED DIFFERENTLY IN THE CC&R'S OR SIMILAR DOCUMENT.
 6. SIGHT TRIANGLES SHALL BE UNOBSTRUCTED BY FENCES.

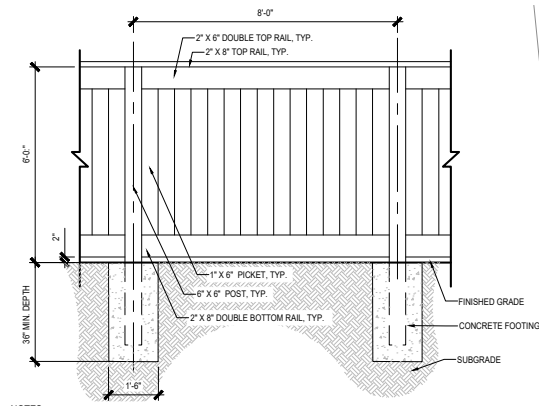


Scale: 1" = 150'-0"

FORESTAR

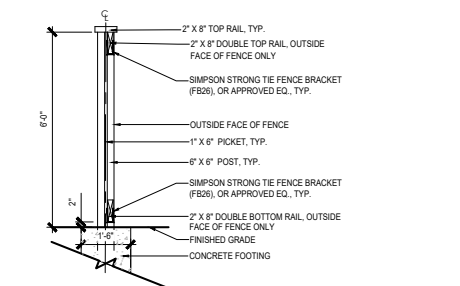


NOTE: LINETYPES ARE NOT REPRESENTATIVE OF FENCE CONSTRUCTION, INCLUDING COLUMN LOCATIONS.

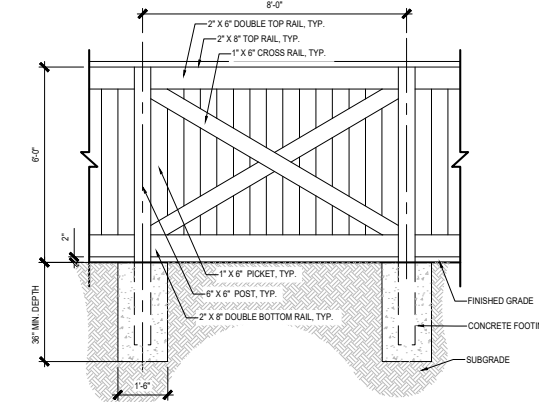


1 6' HT. PRIVACY FENCE
3/8" = 1"
(USE THIS PANEL IN FENCING BETWEEN LOT LINES AND IN FENCING WITH COLUMNS)

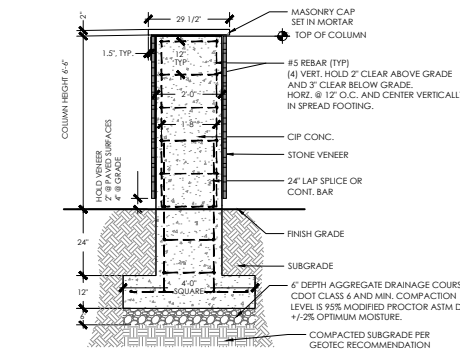
- MATERIAL NOTES:**
1. ALL WOOD FOR FENCING SHALL BE PRESSURE TREATED CEDAR AND STAINED.
 2. FENCE COLUMNS STONE VENEER TO BE A SPLIT MODULAR STYLE.



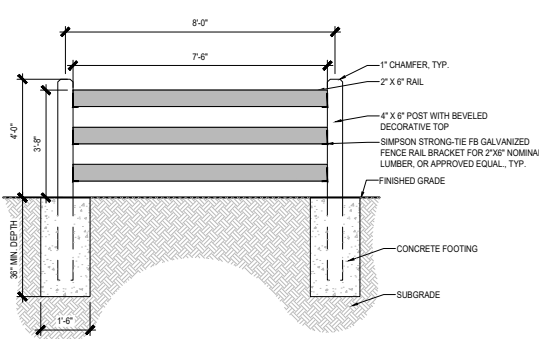
2 6' HT. PRIVACY FENCE SECTION
3/8" = 1"



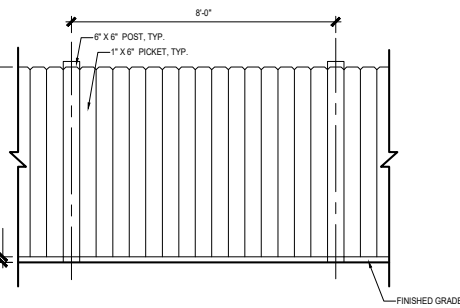
3 6' HT. PRIVACY FENCE WITH CROSS RAIL
3/8" = 1"
(USE THIS PANEL IN FENCING WITH COLUMNS)



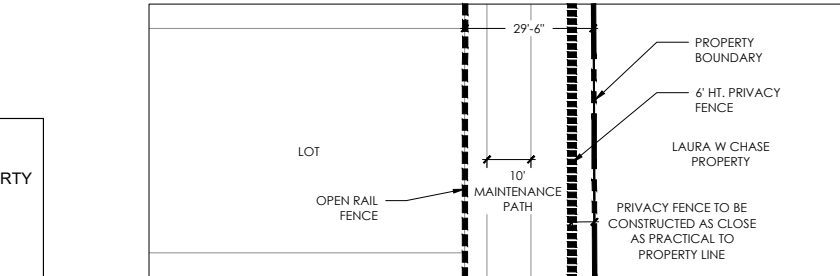
4 FENCE COLUMN
3/8" = 1"



5 OPEN RAIL FENCE
3/8" = 1"
NOTE: OPTIONAL WELDED WIRE MESH TO BE ATTACHED BEHIND RAILS.



6 6' HT. EASTERN PROPERTY PRIVACY FENCE
3/8" = 1"
NOTE: ADD 'NO TRESPASSING' SIGNS EVERY 500 FEET.



7 EASTERN PROPERTY LINE FENCE TYPICAL
1" = 20'-0"

NOT FOR CONSTRUCTION

PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

FENCING PLAN

SHEET NUMBER

L.25

SHEET 35 OF 36

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO



SINGLE FAMILY DETACHED

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY/FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
 06-20-2023
 REVISION DATE:

SHEET TITLE

ARCHITECTURAL
 CHARACTER
 IMAGERY

SHEET NUMBER

L.20

SHEET 30 OF 36

NOT FOR CONSTRUCTION

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
 PRELIMINARY/FINAL DEVELOPMENT PLAN
 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
 06-20-2023
 REVISION DATE:

SHEET TITLE

NOT FOR CONSTRUCTION

ARCHITECTURAL
 CHARACTER
 IMAGERY

SHEET NUMBER

L.21

SHEET 31 OF 36

- NOTES:
1. ELEVATIONS ARE CONCEPTUAL AND ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
 2. MODELS AND ELEVATIONS MAY DIFFER, BUT MUST BE APPROVED BY THE TOWN OF JOHNSTOWN.



1 FRONT ELEVATION BUILDING TYPE A
 NTS



2 FRONT ELEVATION BUILDING TYPE B
 NTS



3 FRONT ELEVATION BUILDING TYPE C
 NTS



4 FRONT ELEVATION BUILDING TYPE D
 NTS

SINGLE FAMILY ATTACHED



Town of Johnstown

PLANNING & ZONING COMMISSION STAFF ANALYSIS REPORT

ITEM:	Public Hearing and Consideration of the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North
PROJECT NO:	SUB23-0014
PARCEL NOs:	8536300002, 8536300001, 8535000002, 8535000003
DESCRIPTION:	Subdivision of 309.4 acres, illustrating large tracts for future subdivision and development, street right-of-way, and an initial Single-Family residential area with 339 lots
LOCATION:	North of Weld Co Rd 50 / Larimer Co Rd 14 (Veteran's Parkway), near future High Plains Blvd. alignment
OWNER:	Forestar Real Estate Group, LLC
APPLICANT:	Forestar (USA) Real Estate Group, LLC
STAFF:	Tyler Smith, Planner II
HEARING DATE:	August 23, 2023

ATTACHMENTS

1. Vicinity Map
2. Preliminary Plat
3. Preliminary Development Plan
4. Architectural Elevations

EXECUTIVE SUMMARY

The Applicant, Forestar Real Estate Group, LLC., requests the approval of a Preliminary Plat and Preliminary Development Plan for a 309.4 acre parcel in Larimer County. The applicant proposes 253 single-family detached units and 86 alley-loaded duplex/paired units for a total of 339 residential units in the initial phase, with right-of-way shown for major streets, large tracts for future development, and numerous outlots for easements, landscaping, open space/parks, utilities, and drainage (Attachment 2).

The Community That Cares

johnstown.colorado.gov

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

EXISTING ZONING: PD - Great Plains Estates Planned Unit Development & ODP

ADJACENT ZONING & LAND USE:

- North:** Larimer County - Agriculture
- East:** Larimer County - Agriculture
- South:** Revere Filing No 1 Subdivision and High Plains Estates PD/ODP
- West:** Great Plains Village PD/ODP – future “employment” land uses

Floodplain: FIRM Panel #08069C1405G
Area X - Area of Minimal Flood Hazard

Oil & Gas: Five Plugged and Abandoned wells exist in the center of the western half of the overall site; with several never-drilled “Abandoned Locations” on the east.

Ditches: A lateral ditch runs along a portion of the south-eastern boundary, adjacent to the existing county residences

PROPERTY LAND USE HISTORY

The property comprising Revere North subdivision was annexed into the Town of Johnstown in 2005 under the GHB Annexation No. One and GHB Annexation No. Two, with Ordinance 2005-755. The Great Plains Village Outline Development Plan (ODP) amended any prior ODP in 2019.

SUBMITTAL AND REFERRALS

This project submittal included the proposed subdivision and development plan sets, as well as full engineering plans and reports (i.e., grading, drainage, soils, utility, water) for the site. The project was referred to and reviewed by:

- Johnstown Public Works & Utilities Departments
- Felsburg Holt & Ullevig (Town Traffic Engineer)
- Helton & Williamsen (Raw Water Engineer)
- IMEG (Town Engineer)
- JUB (Water System Engineer)
- FRFR (Fire District)
- Weld County School District RE-5J
- Little Thomson Water District

PROJECT DESCRIPTION & ANALYSIS

The proposed subdivision provides the concept and intent for a future Final Subdivision & Development Plan to create a mixed use community, starting on the eastern portion of the property with single family residential lots and paired homes, consisting of 339 single-family homes. The subdivision would also create twenty outlots in this area, totaling 30.13 acres for easements, landscaping, open space, detention, and pedestrian access. An amenity center is proposed to serve the entire Revere North subdivision. There is also an active park area located in Outlot Q and a proposed parking area and dog park located in Outlots P & T (Attachment 2).

The subdivision proposes a mix of single-family detached lots with ranging from 6000 to over 7,000 square foot (SF) lots as well as 2,000 SF alley-loaded duplex lots (25' x 80'), with the following breakdown:

RESIDENTIAL LOT TYPE DATA				
PLANNING AREA	ACRES	HOUSING TYPE	# OF UNITS	% OF UNITS
PA-4A	12.6	SINGLE FAMILY DETACHED <6,000 S.F.	17	5.0%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	38	11.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.6		79	23.2%
PA-5	12.5	SINGLE FAMILY DETACHED <6,000 S.F.	15	4.4%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	40	11.8%
		SINGLE FAMILY DETACHED >7,000 S.F.	24	7.1%
<i>SUBTOTAL</i>	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
	14.4	SINGLE FAMILY DETACHED <6,000 S.F.	53	15.6%
		SINGLE FAMILY DETACHED 6,000-7,000 S.F.	21	6.2%
		SINGLE FAMILY DETACHED >7,000 S.F.	21	6.2%
<i>SUBTOTAL</i>	19.4		181	53.2%
AMENITY SITE			1	0.3%
TOTAL	44.5		340	100.0%

Overall this mix provides for 25% attached homes; 34.7% lots less than 6,000 SF; 29.1% 6,000-7,000 SF; and 20.3% over 7,000 SF. The architecture provided is conceptual only, and depicts four “character elevations” of the duplex/paired homes, and the single family homes. Final architectural elevations will be provided with Final Development Plans and/or reviewed by Town Staff prior to construction (Attachment 4).

The development also proposes a 4.5-acre lot for an amenity site, which will be a focal point from the access from Veterans Parkway on the east, and ultimately somewhat centered in the overall neighborhood. There is also internal trail network that connects the outlots and pocket parks provided. Common open space areas are provided throughout the developed area and provide community activities for residents and future residents. Outlots will contain the requisite access, drainage, emergency, maintenance and utility easements and open space.

The development will contain a mixture of landscape materials, including small areas of irrigated turf, rock and wood mulch, and native grass. The outlots will be designated open space and detention areas and will be irrigated and maintained by a metro district or homeowners association (Attachment 3).

On Sheet L.24 of the Preliminary Development Plan (Attachment 3) a parking plan is shown, illustrating 10 off-street parking spaces integrated into the private drive by the paired homes, and showing the available on-street parking near the site resulting in a total of 91 spaces, in addition to the 2 car garages and full size driveways planned for those units.

Overall, Staff has no significant outstanding concerns with this preliminary plat and development plan, and believes it will promote the Town's goals of diverse housing types, walkable neighborhoods, efficient development patterns and logical extension of infrastructure. On a neighborhood level, it will play a significant role establishing a community and support future development and extension of the infrastructure for the Great Plains Village ODP area, planned to include a mix of compatible land uses.

PUBLIC NOTICE

Notice for the Planning & Zoning Commission hearing was published in the Johnstown Breeze, on Thursday, August 10, 2023. This notice provided the date, time, and location of the Planning and Zoning Commission hearing, as well as a description of the project. Notices were mailed to all property owners within 800 feet of the property in question. This notice included a vicinity map and the proposed subdivision map.

Neighborhood meetings were held in person (one-on-one) with adjacent property owners in Fall of 2022 to address specific issues, as well as at Town Hall on September 22, 2022, for all owners and residents within 500 feet of the property (prior standard). Comments from the meeting indicated concerns with more urban-level development occurring along WCR50/LRC14 and the higher volume of traffic that is already affecting that corridor. Several folks noted faster driving speeds since the road was paved. The High Plains Blvd. extension was discussed, and overall development in Johnstown, as well as the opportunity for additional value for adjacent properties with the development and new infrastructure.

RECOMMENDED FINDINGS, CONDITIONS, AND MOTIONS

Recommended Findings

It is recommended that Planning and Zoning Commission send a recommendation for Approval to Town Council, that the requested Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision be approved based upon the following findings:

1. The proposed subdivision is consistent with the Johnstown Comprehensive Plan.
2. The proposed subdivision is in substantial compliance with the applicable Great Plains Village Outline Development Plan, Town's codes, regulations, and requirements.
3. The proposed subdivision will meet the needs of the community by providing diverse single-family housing. This type of development features an appropriate neighborhood design which meets and exceeds the expectations for new development in Town, offering compatibility with existing and proposed nearby developments.
4. The proposed subdivision will provide for the planned extension of High Plains Boulevard, and connecting roadways, as well as major water and sewer infrastructure in this area of Johnstown.

Recommended Motion to Approve:

Based on the application received, information provided at this hearing, and findings noted, I move that the Planning & Zoning Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision.

Alternative Motions:***Motion to Recommend Approval with Conditions***

Based on the application received, information provided at this hearing, and findings noted, the Planning & Zoning Commission moves to recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North subdivision, with the following conditions:

Motion to Recommend Denial

I move that the Commission recommend to the Town Council Approval of the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision, based on the following findings:



Town of Johnstown

Revere North Preliminary Plat & Development Plan

Preliminary Plat & Development Plan (SUB23-0014)

Applicant: Forestar (USA) Real Estate Group INC.

Planning & Zoning Commission

August 23, 2023

LOCATION & BACKGROUND

Item #11.

- Located North of Veteran's Parkway and South County Road 16
- Approx. 309.4 Acres
- 2005-Annexed into the Town of Johnstown in
 - GHB Annexation No. One and GHB Annexation No. Two, under Ordinance 2005-755.
- 2019- Great Plains Village Outline Development Plan (ODP) amended any prior ODP



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SUBDIVISION

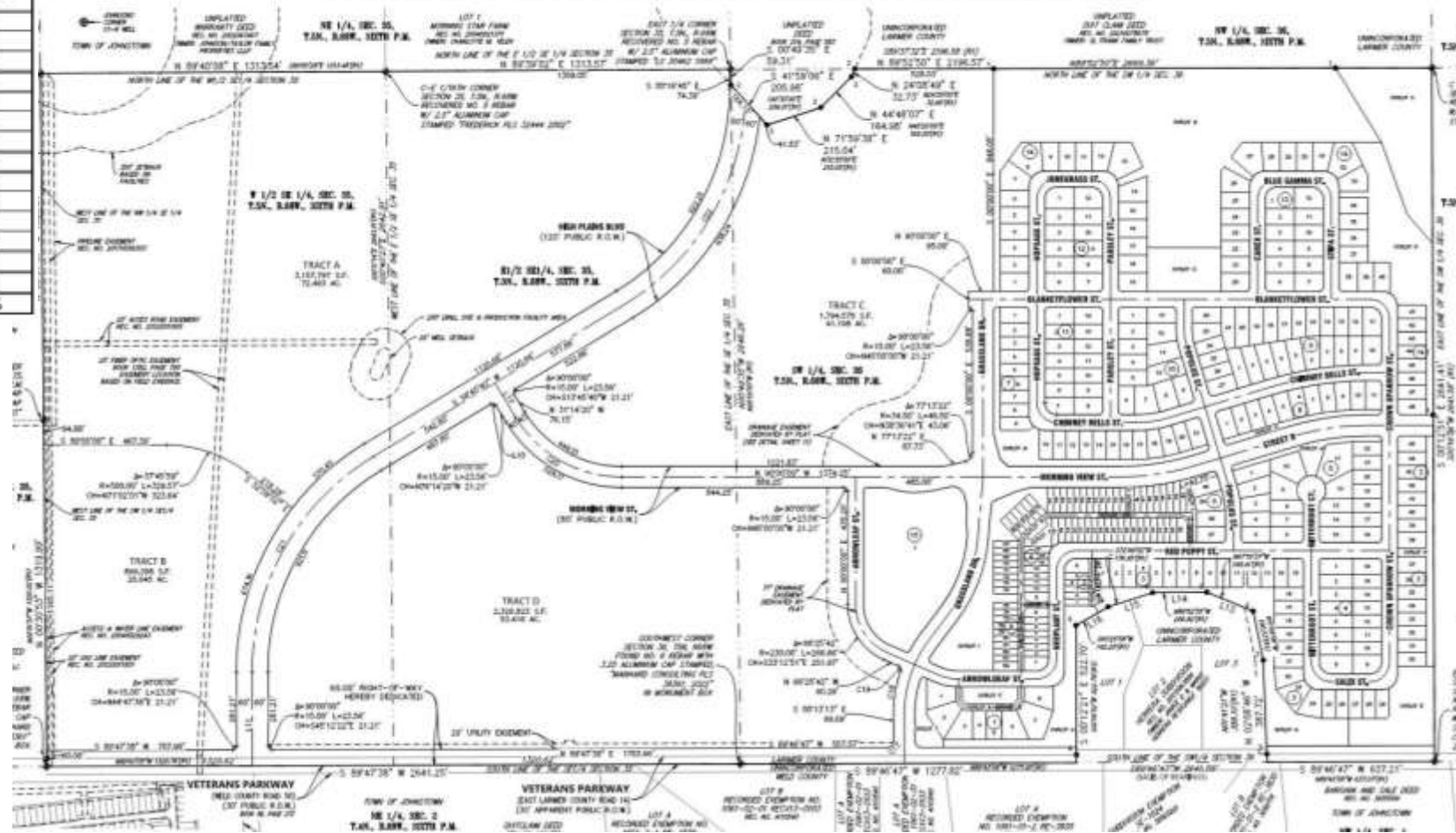
Item #11.

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SUBTOTAL	19.4		181	53.2%
AMENITY SITE			1	0.3%
TOTAL	44.5		340	100.0%

- 339 SF lots and one amenity lot
- 25% attached/paired homes/75% detached
 - 34.7% lots less than 6,000 SF
 - 29.1% 6,000-7,000 SF
 - 20.3% over 7,000 SF
- Outlots will be designated open space and detention areas (irrigated and maintained by a metro district/HOA)

REVERE NORTH FILING NO. 1

A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



DEVELOPMENT PLAN

Item #11.

- **Community Amenities**

- 0.5-acre amenity site, which will be a focal point from Veterans Parkway
- Trail network that connects the outlots and pocket park/amenity center for the community

- **Single Family Homes (253)**

- 85 lots less than 6,000 SF
- 99 lots 6,000-7,000 SF
- 69 lots over 7,000 SF

- **Attached Homes (86)**

- 86 lots
- 10 off-street parking spaces are provided with the paired homes in addition to 2 car garages and full-sized driveways (91 guest spaces)



Town of Johnstown

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Single Family Detached



Single Family Attached



1 FRONT ELEVATION BUILDING TYPE A
NTS



2 FRONT ELEVATION BUILDING TYPE B
NTS



3 FRONT ELEVATION BUILDING TYPE C
NTS



4 FRONT ELEVATION BUILDING TYPE D
NTS



ANALYSIS & RECOMMENDATION

Item #11.

- Conforms to the Great Plains Village Outline Development Plan (ODP) .
- In substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Town's goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- Staff Recommendation for Approval



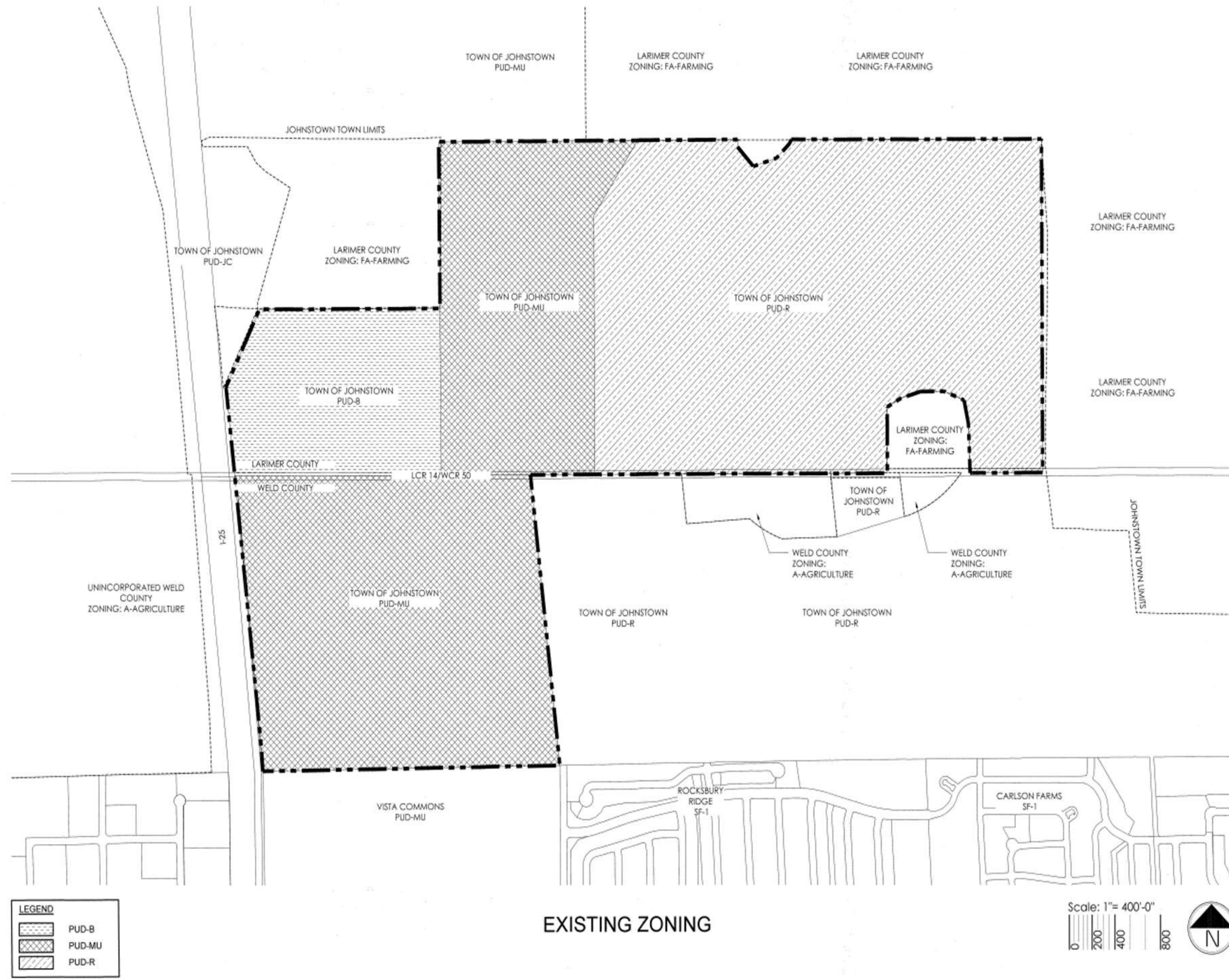
REVERE

AT JOHNSTOWN

REVERE NORTH PRELIMINARY DEVELOPMENT PLAN

September 18, 2023

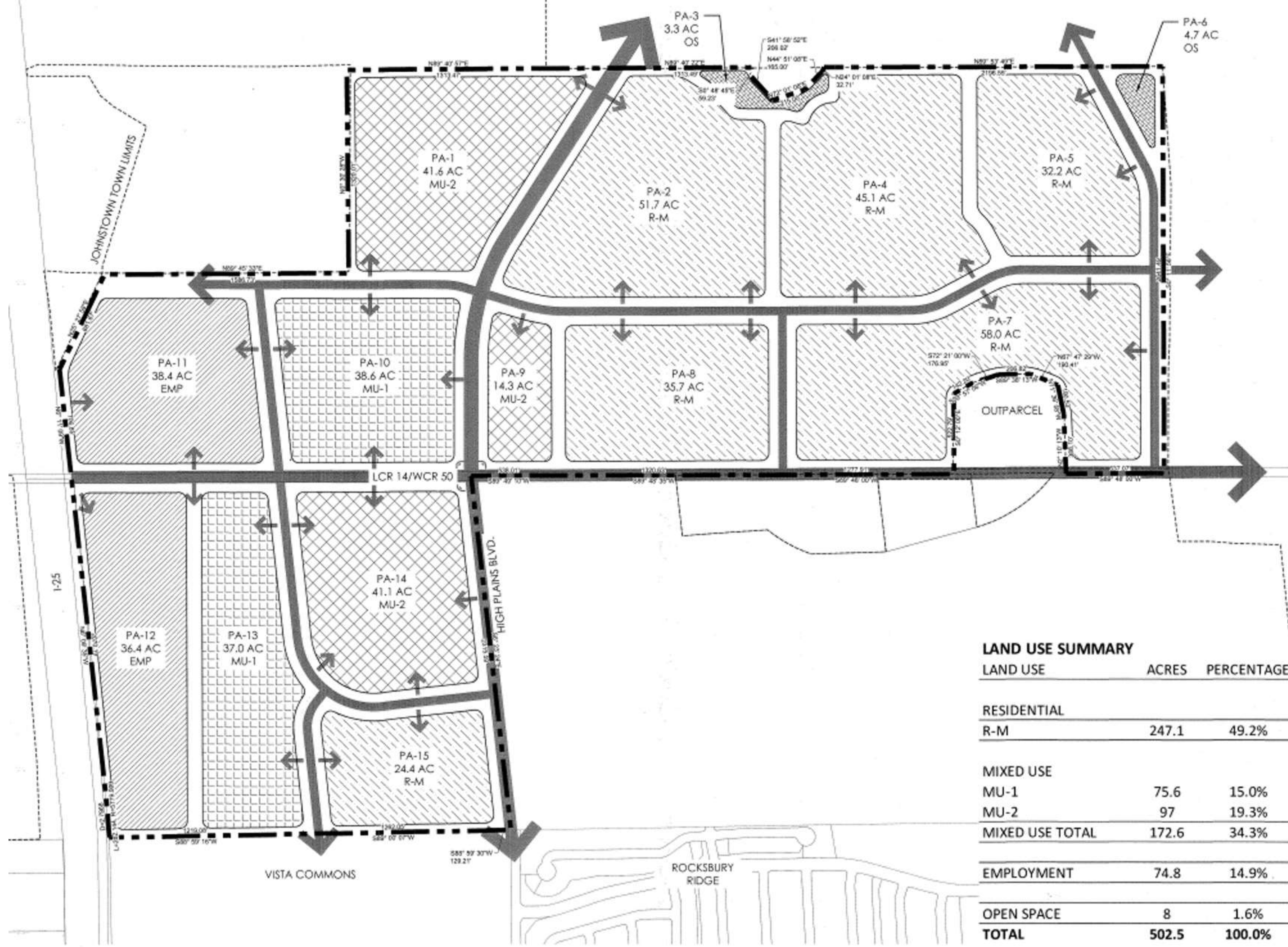
  



REVERE

AT JOHNSTOWN

OUTLINE DEVELOPMENT PLAN



LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
RESIDENTIAL		
R-M	247.1	49.2%
MIXED USE		
MU-1	75.6	15.0%
MU-2	97	19.3%
MIXED USE TOTAL	172.6	34.3%
EMPLOYMENT	74.8	14.9%
OPEN SPACE	8	1.6%
TOTAL	502.5	100.0%

LEGEND

	MIXED USE - 1 (MU-1)
	MIXED USE - 2 (MU-2)
	EMPLOYMENT (EMP)
	MEDIUM DENSITY RESIDENTIAL (R-M)
	OPEN SPACE (OS)

IAX



REVERE

AT JOHNSTOWN

OVERALL SITE PLAN





REVERE

AT JOHNSTOWN

SITE ENLARGEMENT





LAURA W. CHASE

MARIO HERRARA / JANICE D REVOCABLE TRUST



REVERE

AT JOHNSTOWN

OPEN SPACE & PARKS ENLARGEMENT



REVERE NORTH PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

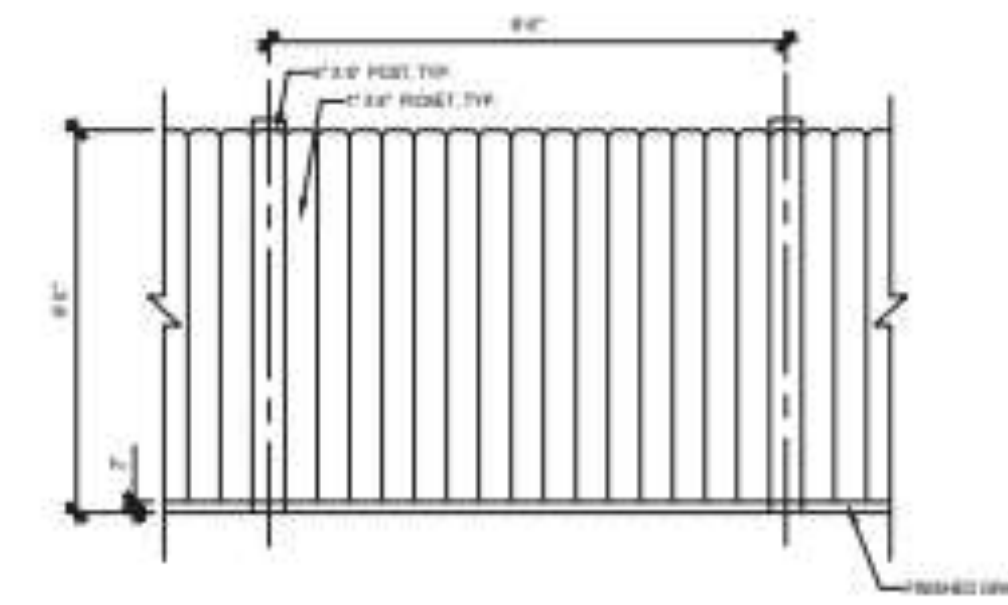
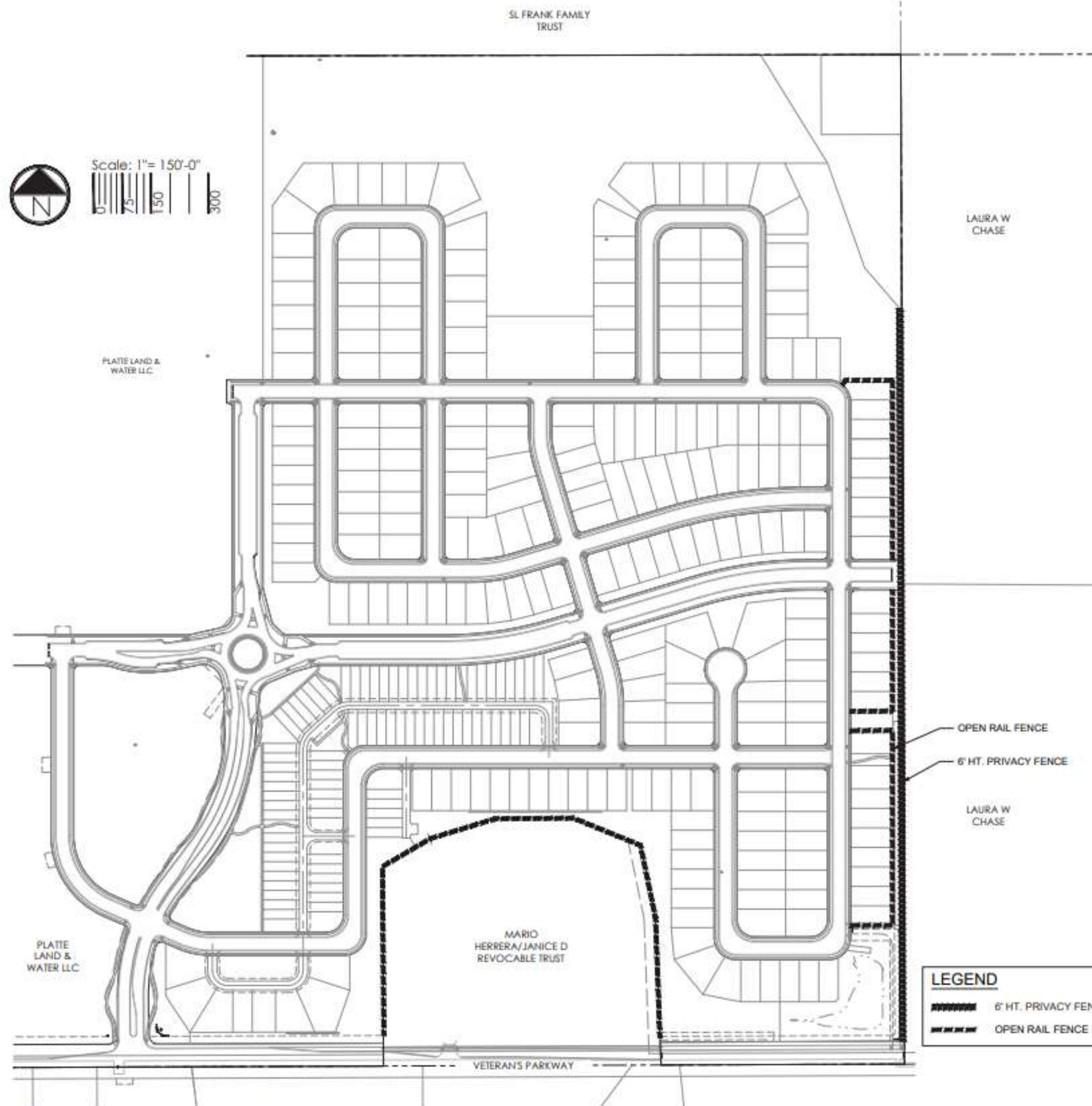
SHEET TITLE

FENCING PLAN
OPTION 1

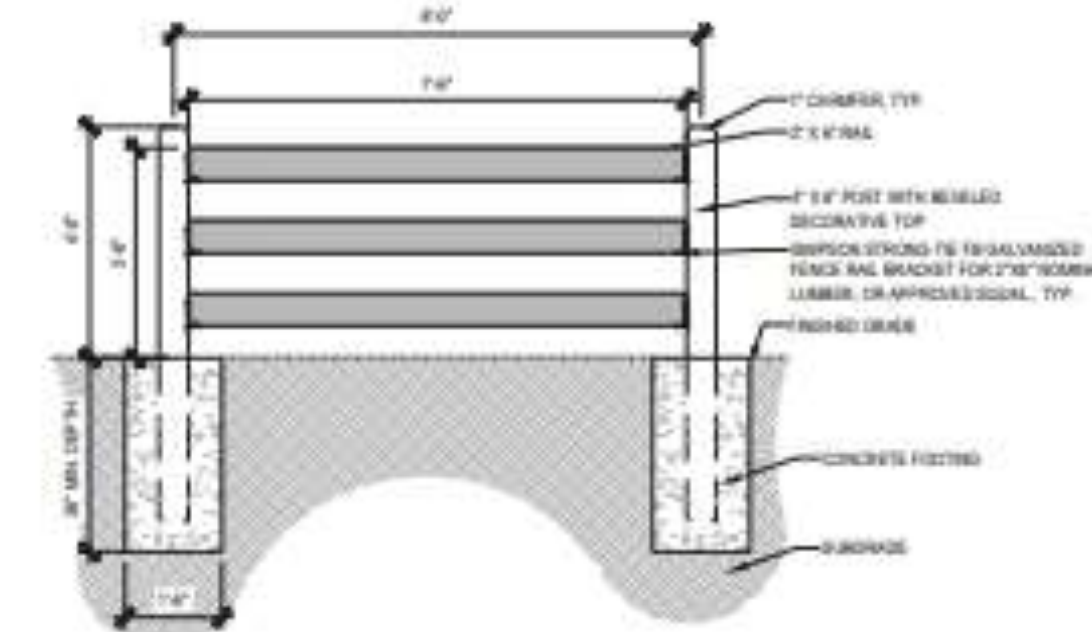
NOT FOR CONSTRUCTION

SHEET

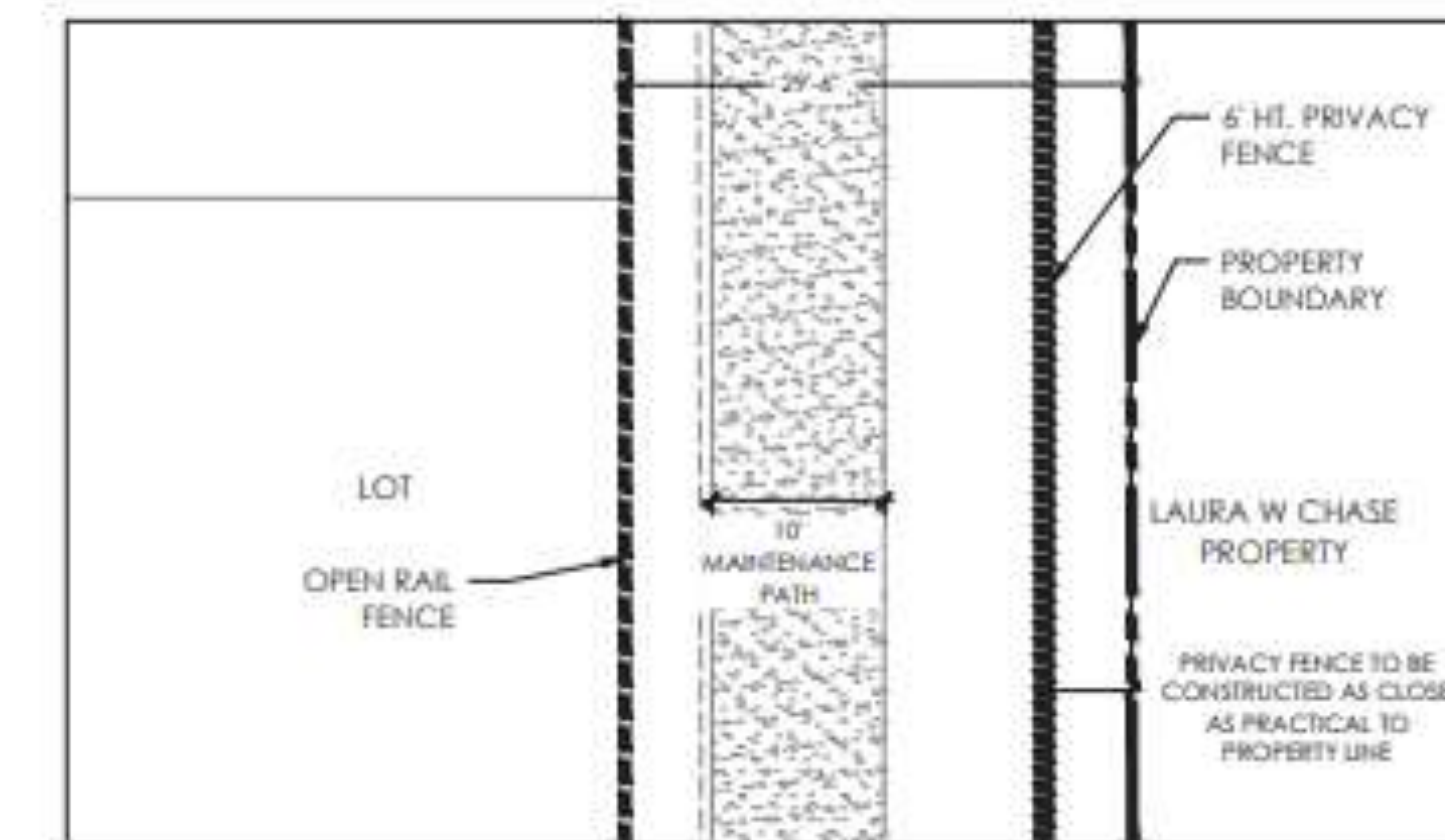
SH



1 6' PRIVACY FENCE
3/8" = 1'



2 OPEN RAIL FENCE
3/8" = 1'



3 EAST PROPERTY LINE FENCE TYPICAL
1" = 10'-0"

LEGEND	
	6' HT. PRIVACY FENCE
	OPEN RAIL FENCE

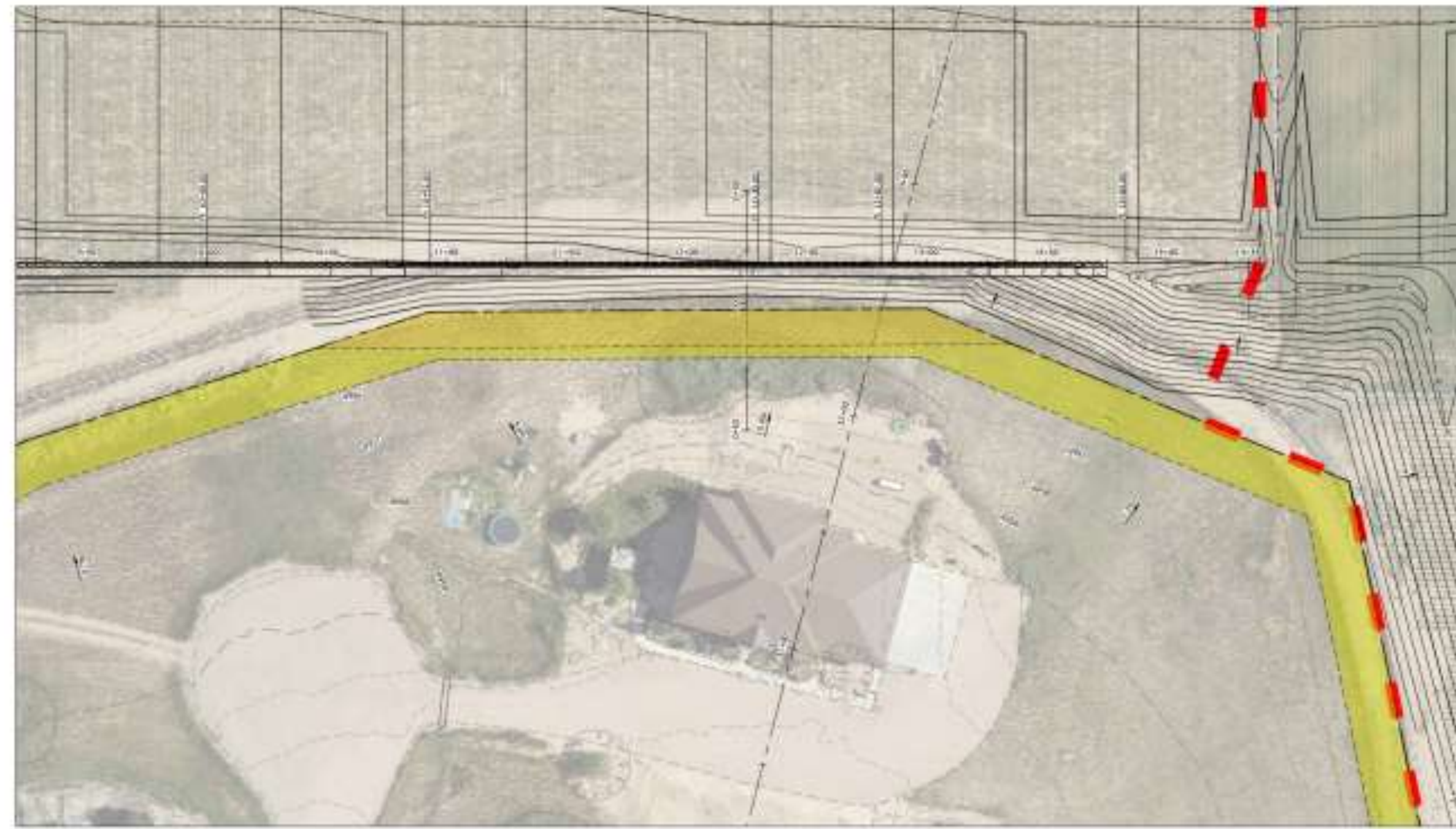
NOTE: ALL FENCING ON SHOWN PLAN SHALL BE INSTALLED BY DEVELOPER.



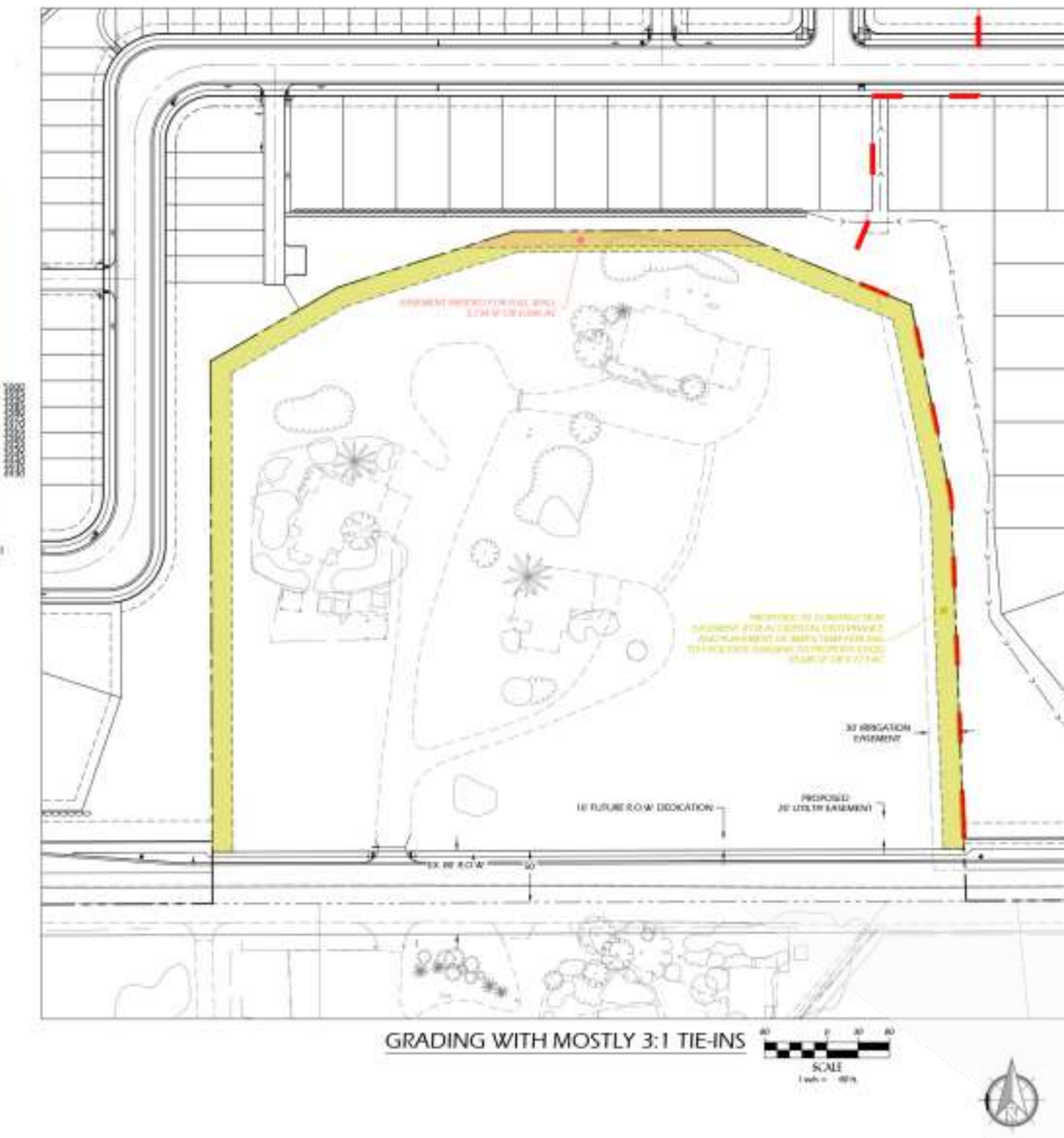
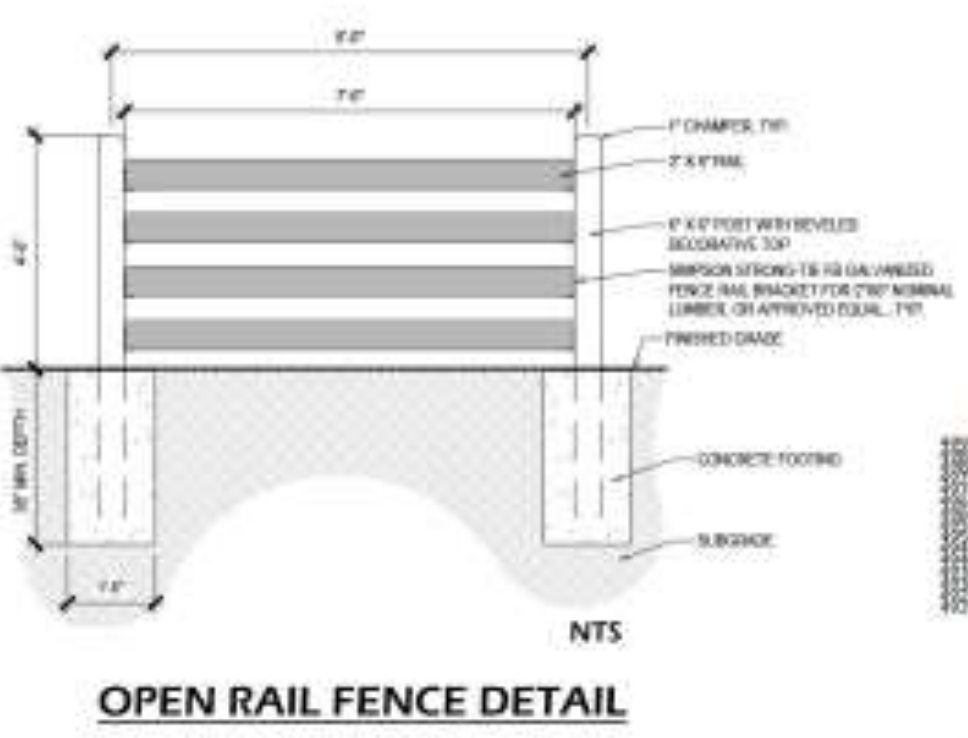
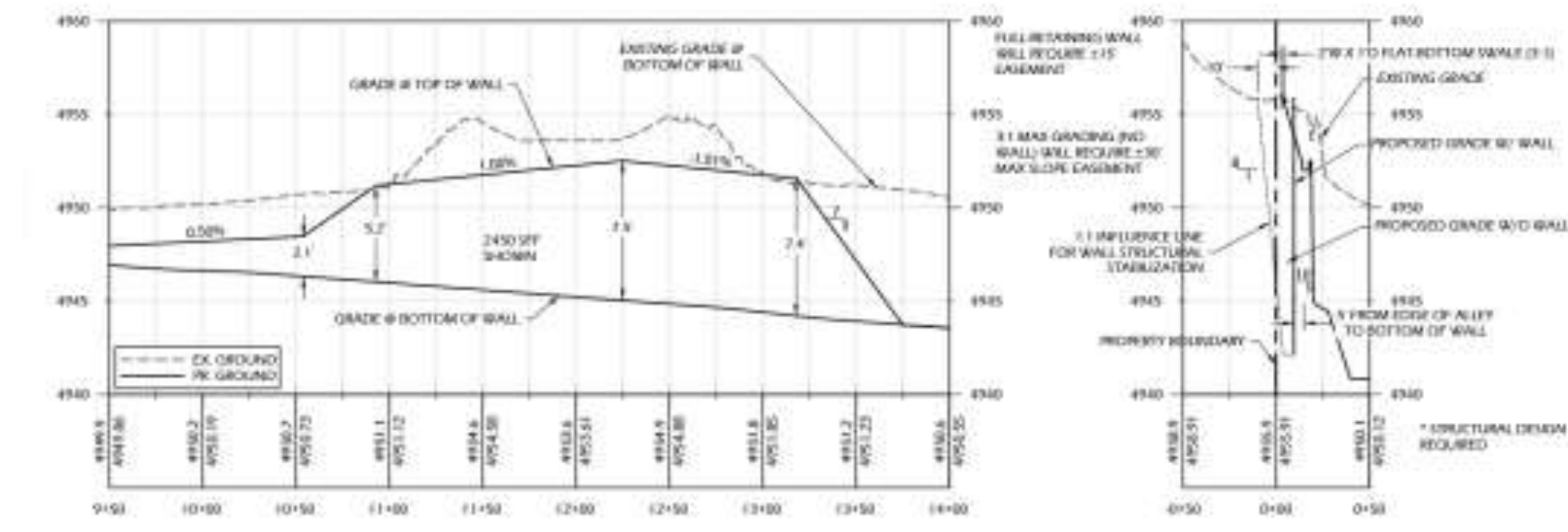
REVERE

AT JOHNSTOWN

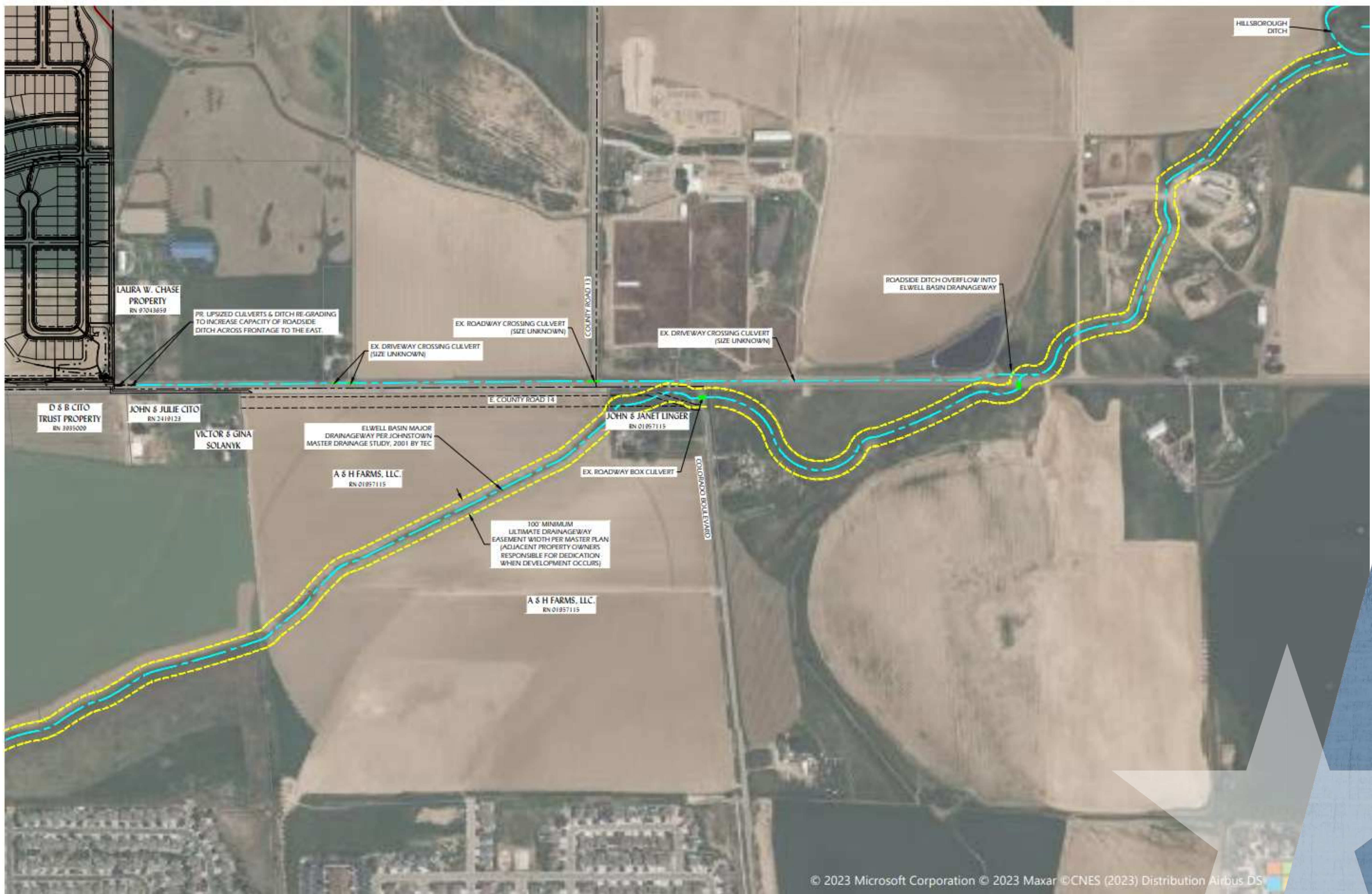
PERIMETER FENCE DETAILS



GRADING WITH MINIMAL OFFSITE GRADING IMPACT (WALLS)



GRADING WITH MOSTLY 3:1 TIE-INS



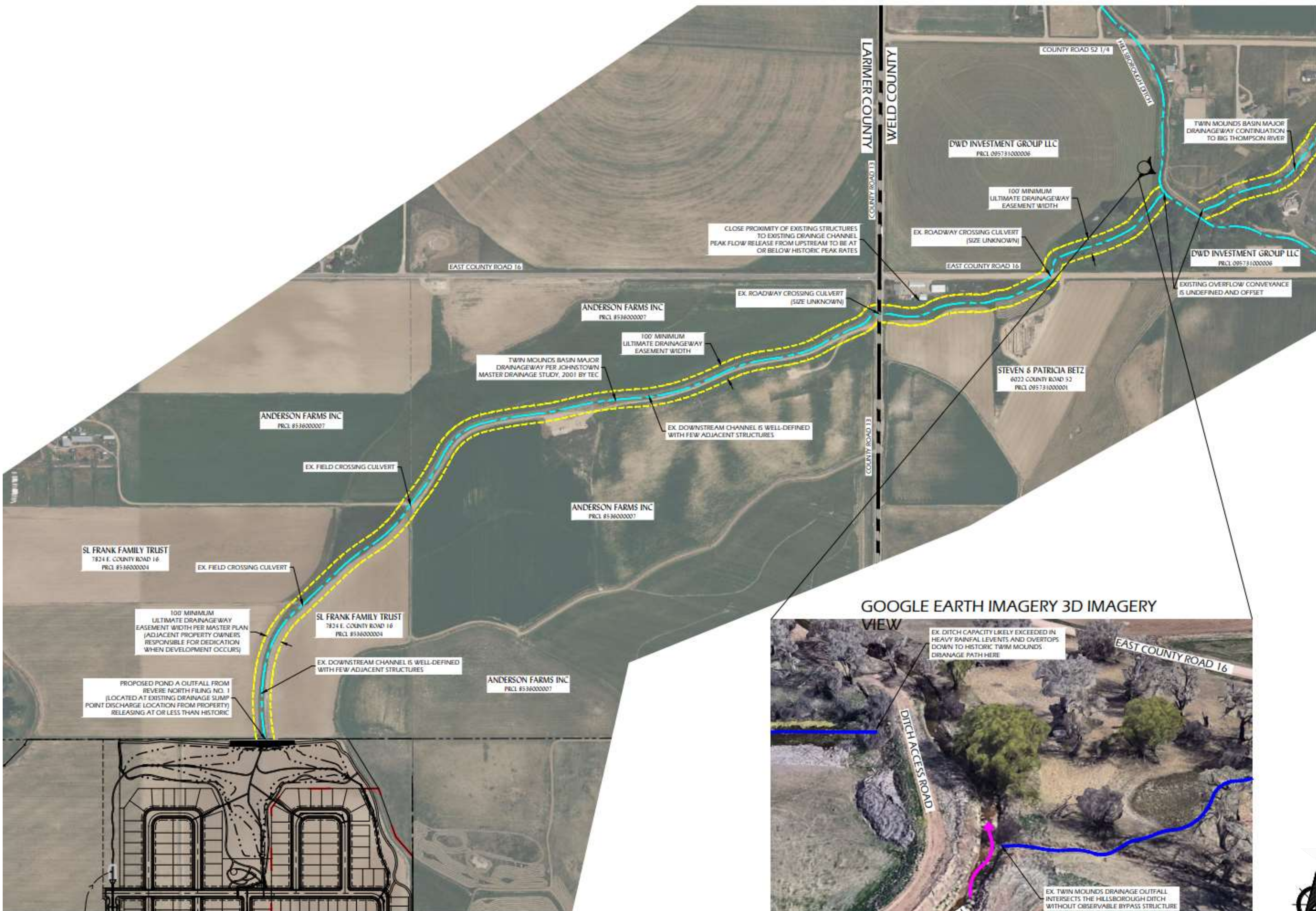
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REVERE

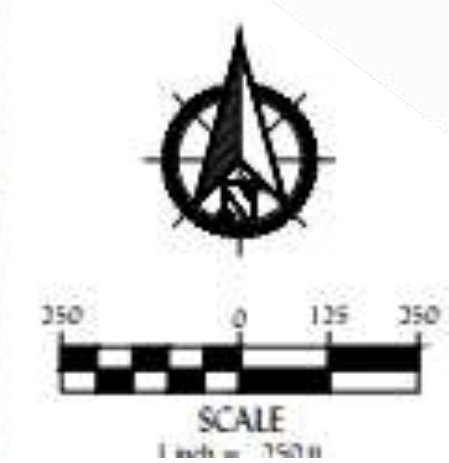
AT JOHNSTOWN

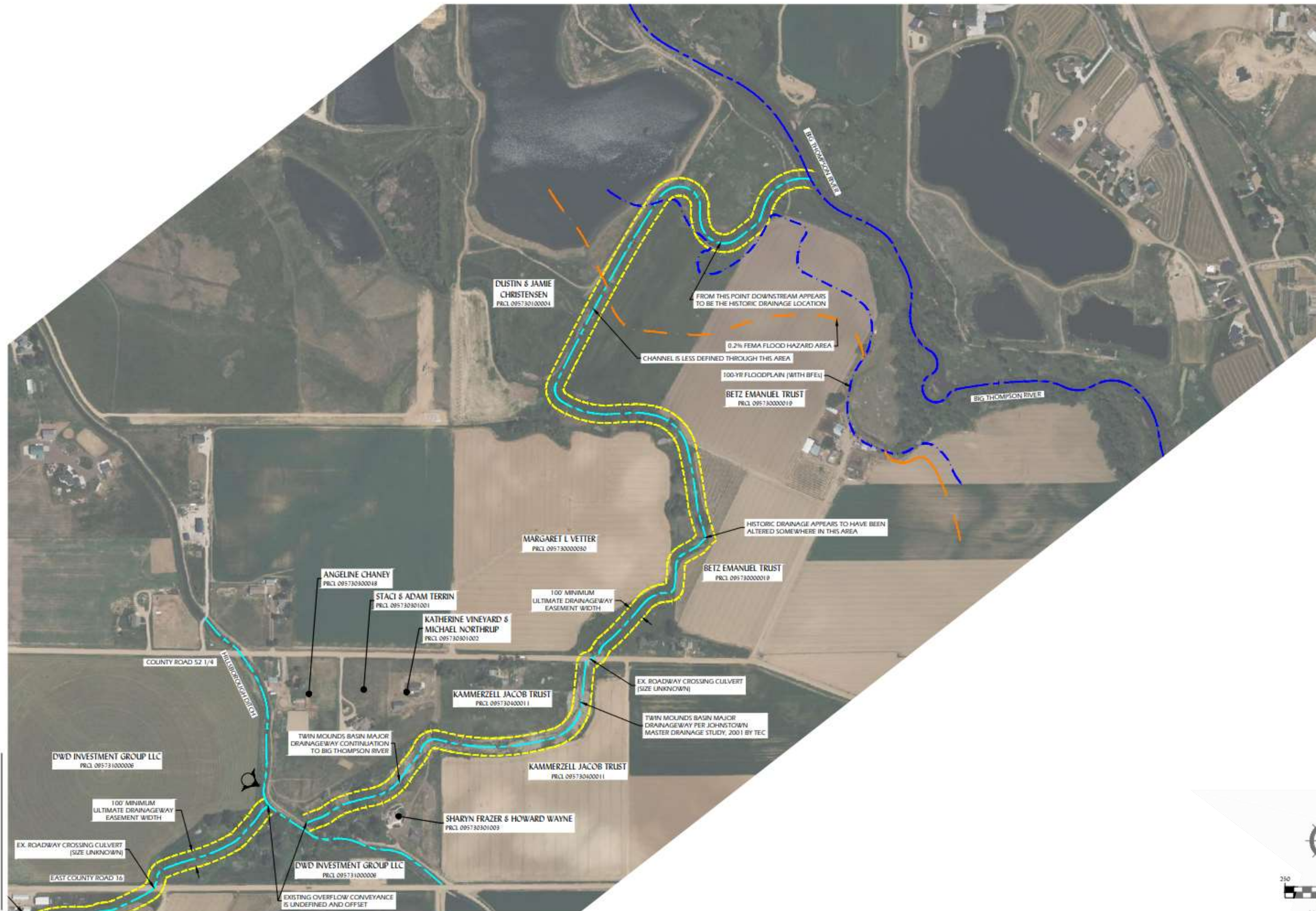
OFF-SITE MAJOR DRAINAGE BASIN CORRIDORS - SOUTH



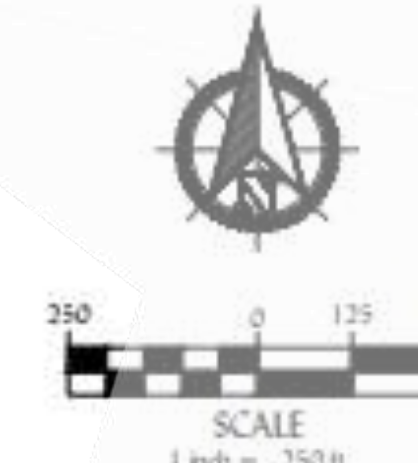
SEE NEXT SHEET

GOOGLE EARTH IMAGERY 3D IMAGERY VIEW





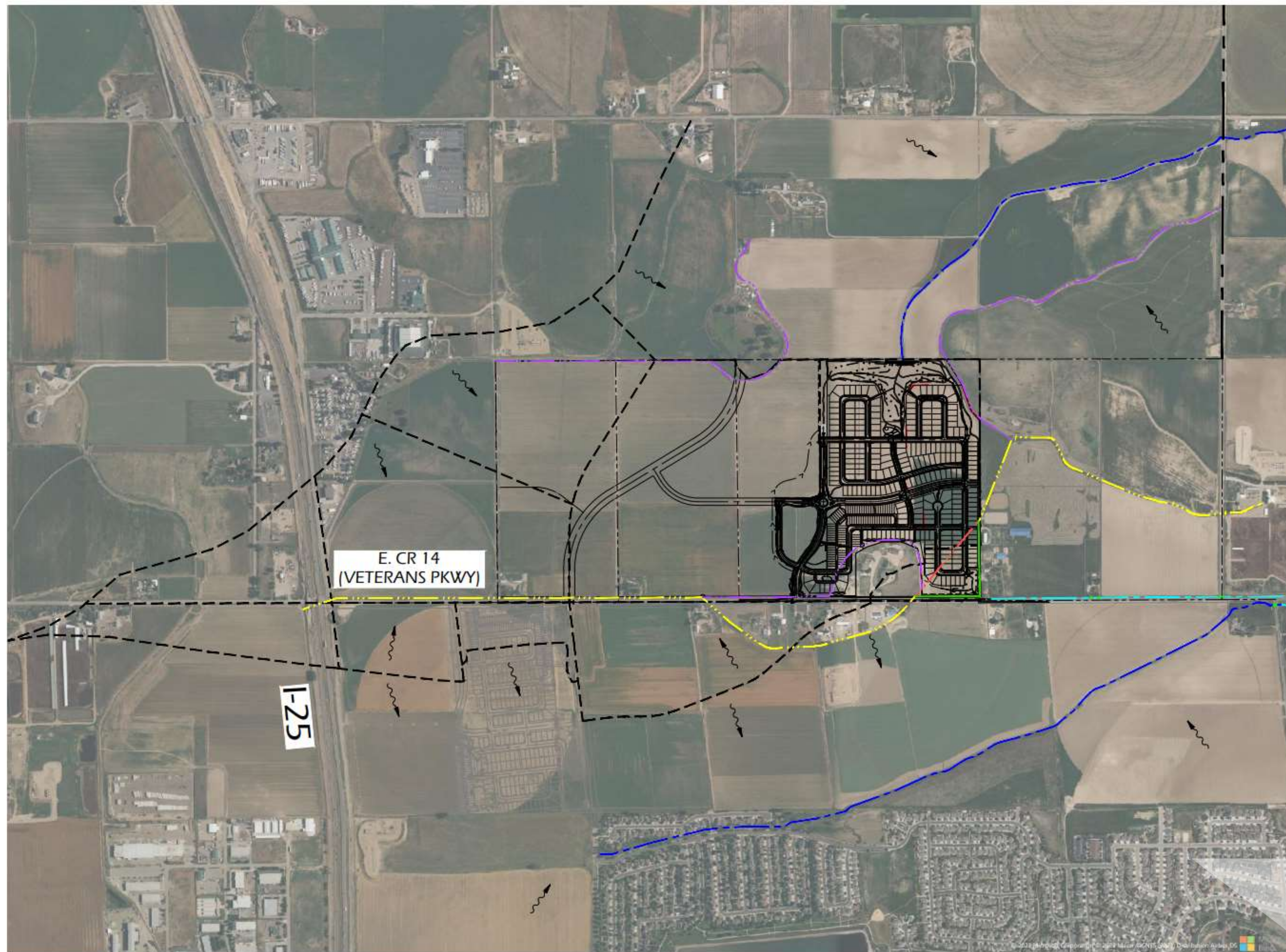
SEE PREVIOUS SHEET



REVERE

AT JOHNSTOWN

OFF-SITE MAJOR DRAINAGE BASIN CORRIDORS - NORTH



LEGEND

- HARRY LATERAL (MAIN)
- HARRY LATERAL (BRANCH)
- MAJOR DRAINAGE CL

E. CR 14
(VETERANS PKWY)

I-25

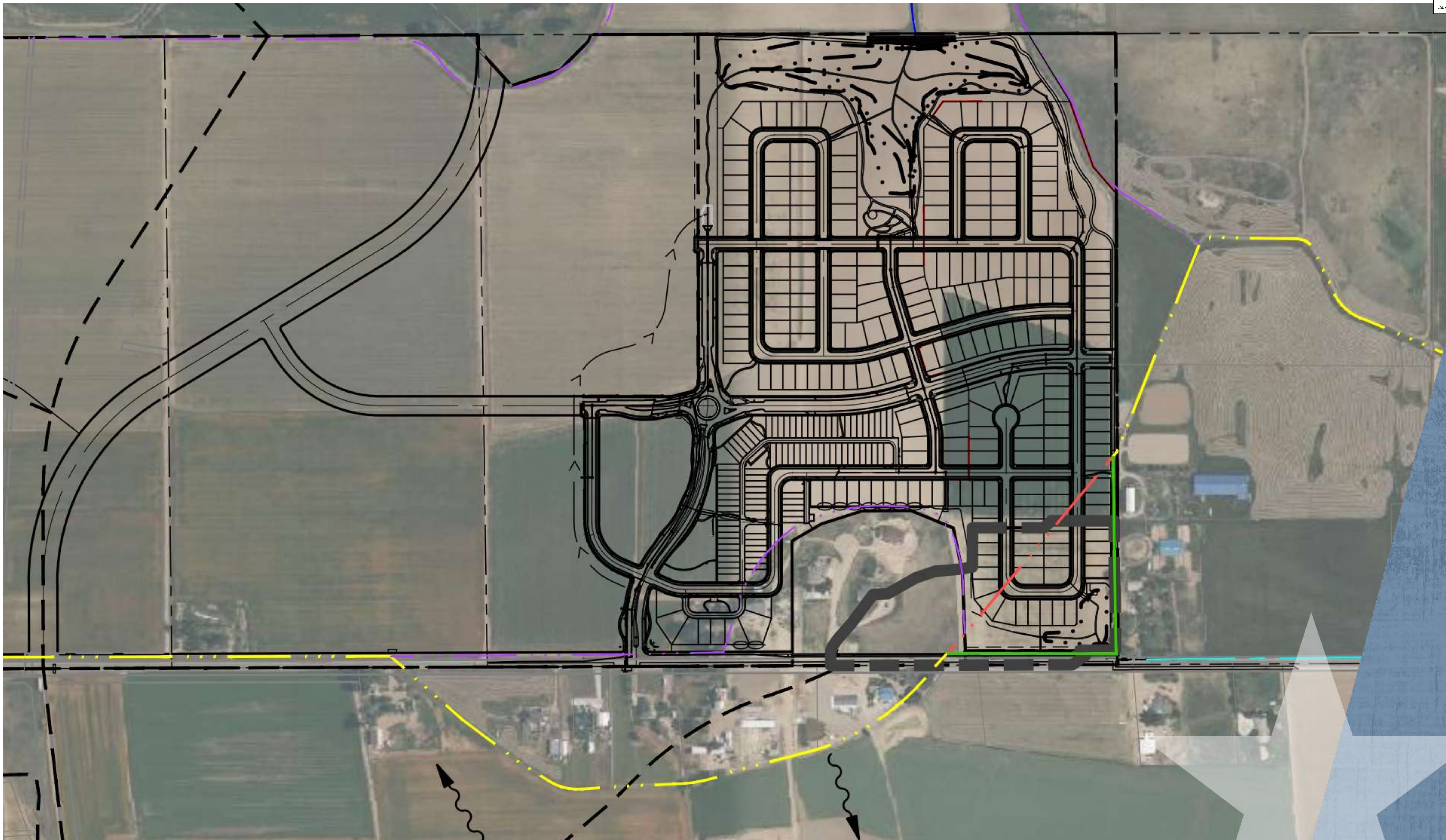
SCALE
1 inch = 250'



REVERE

AT JOHNSTOWN

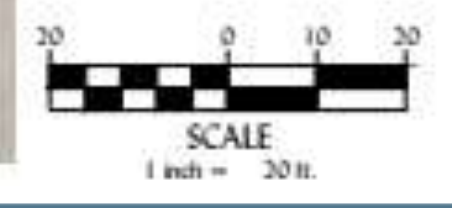
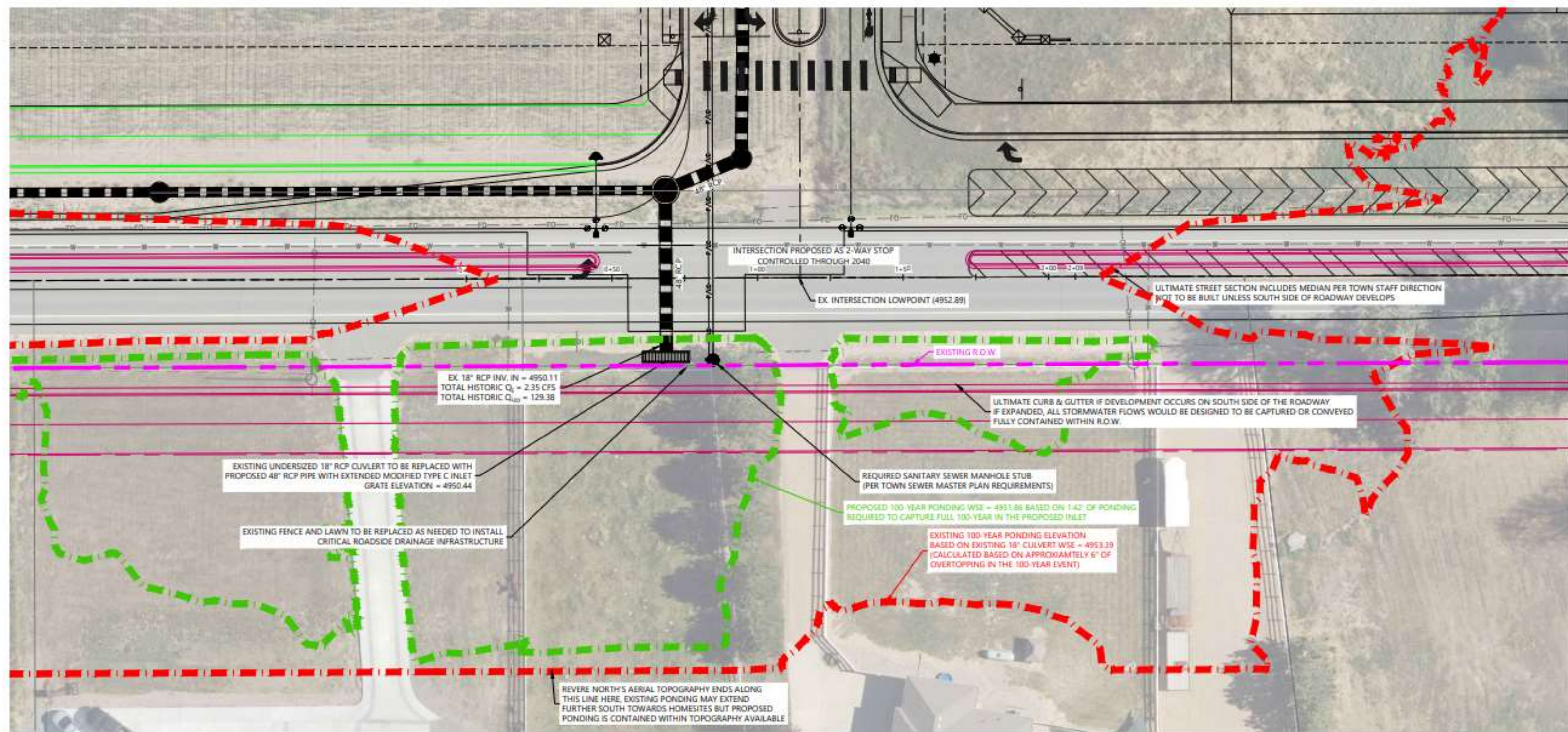
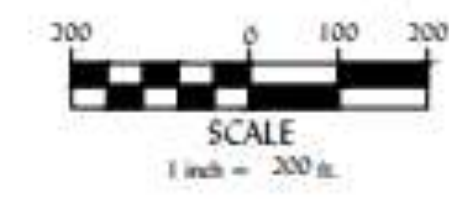
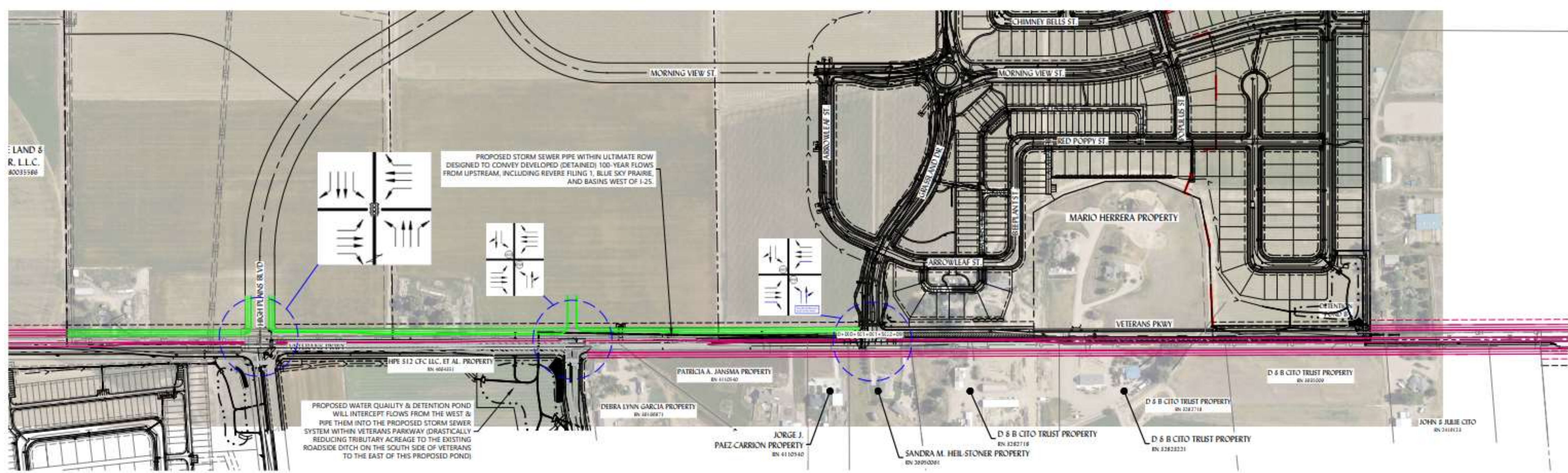
OVERALL DRAINAGE CONCEPT

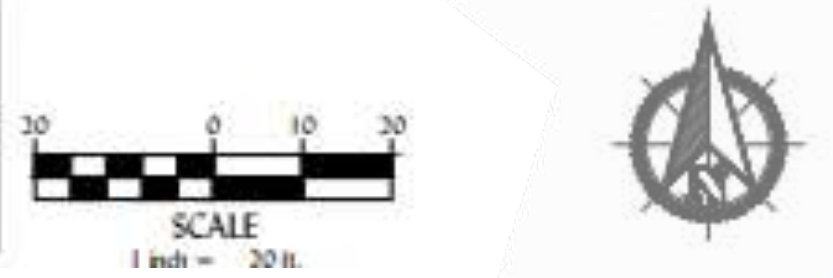
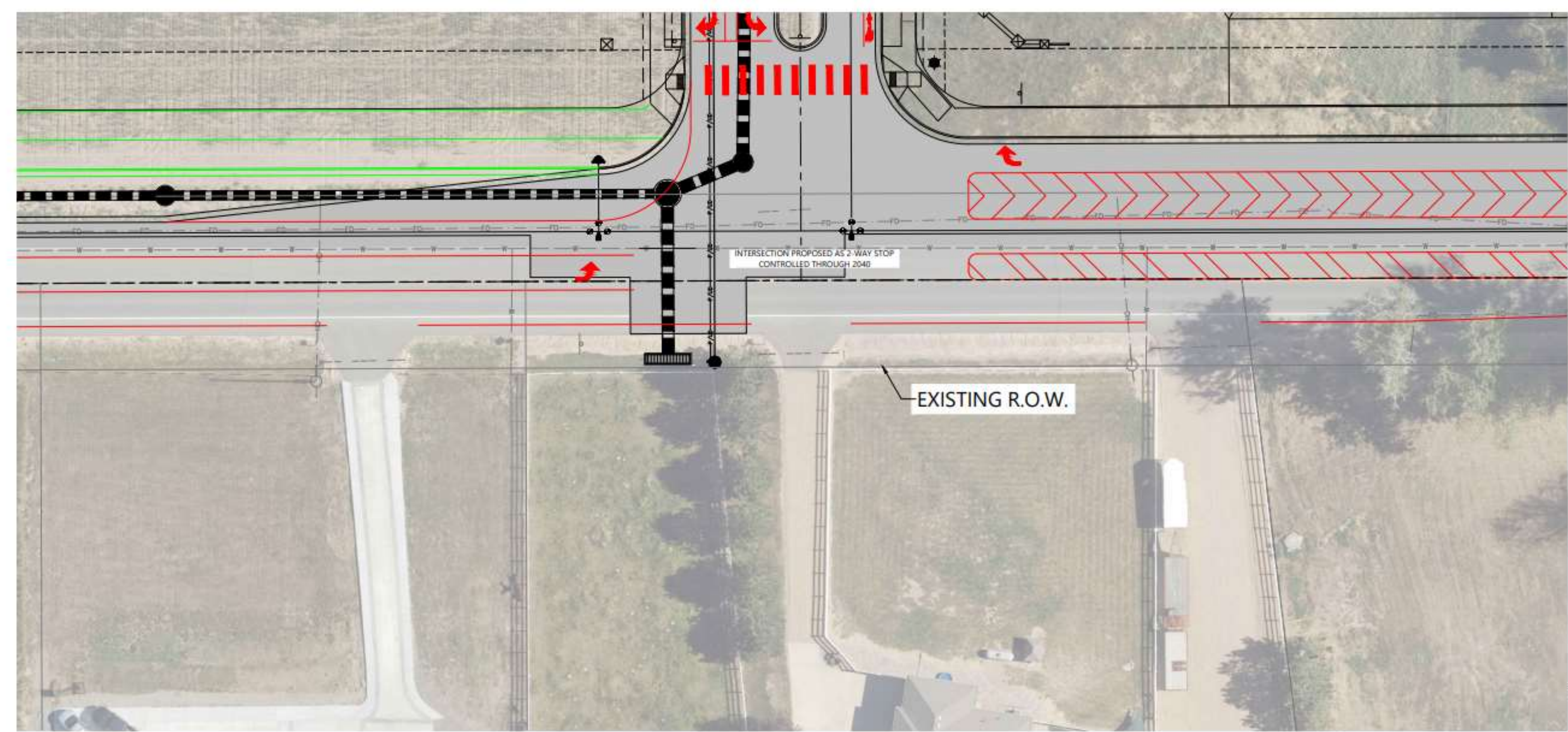
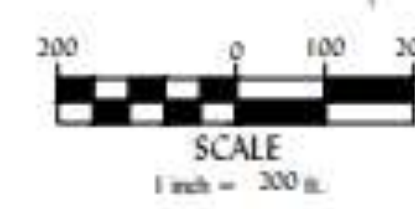
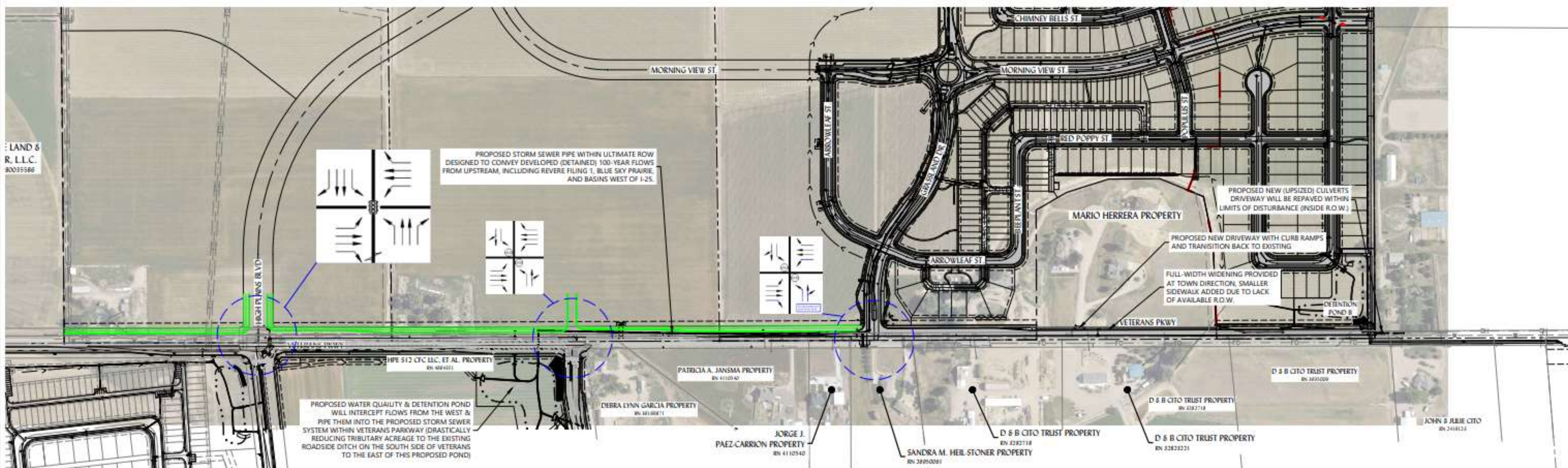


REVERE

AT JOHNSTOWN

IRRIGATION DITCH DETAIL

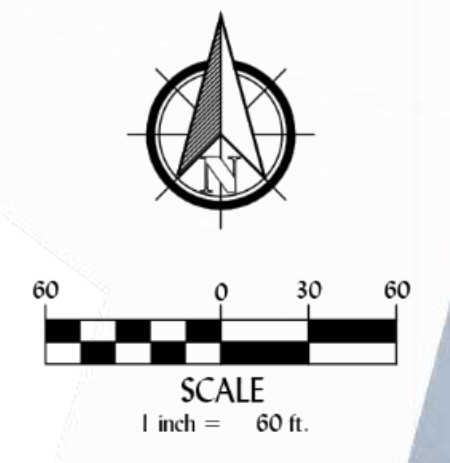
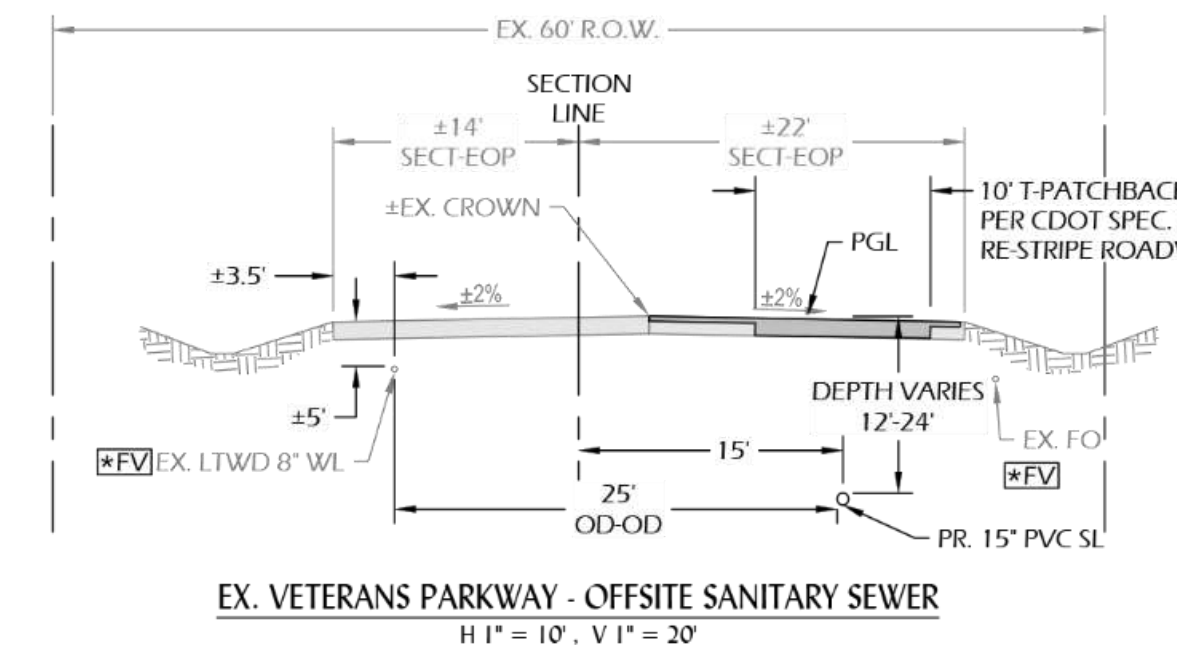
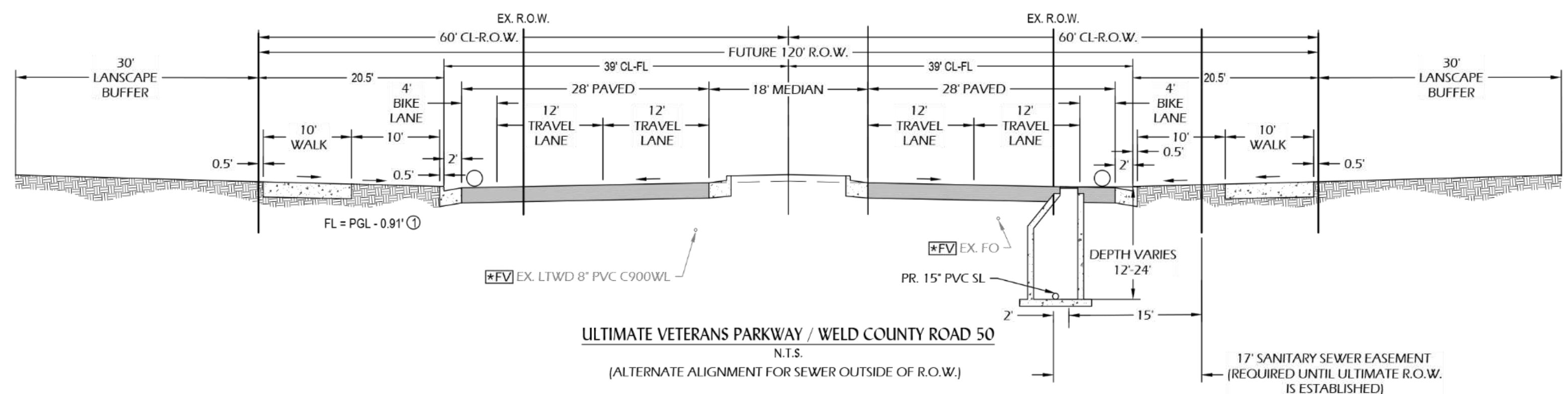
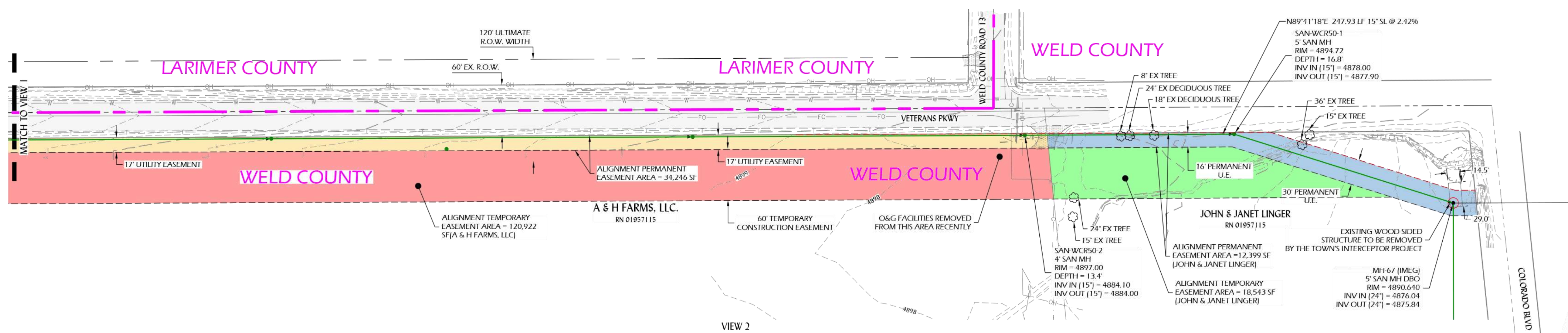
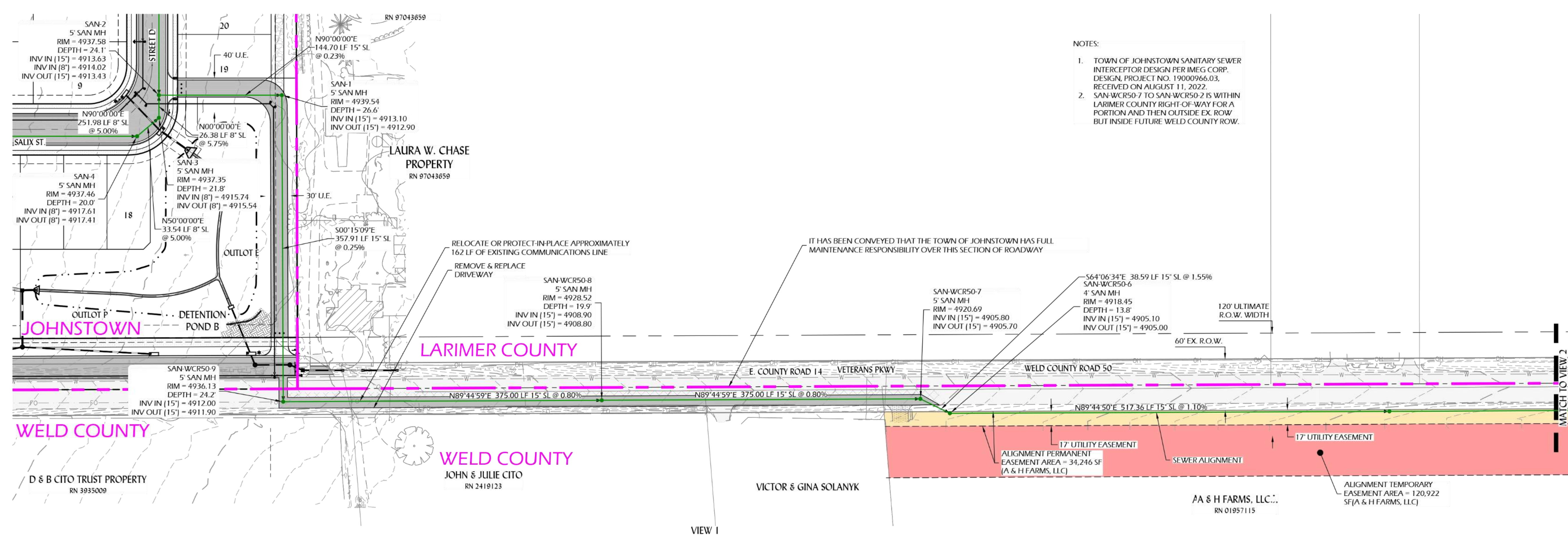




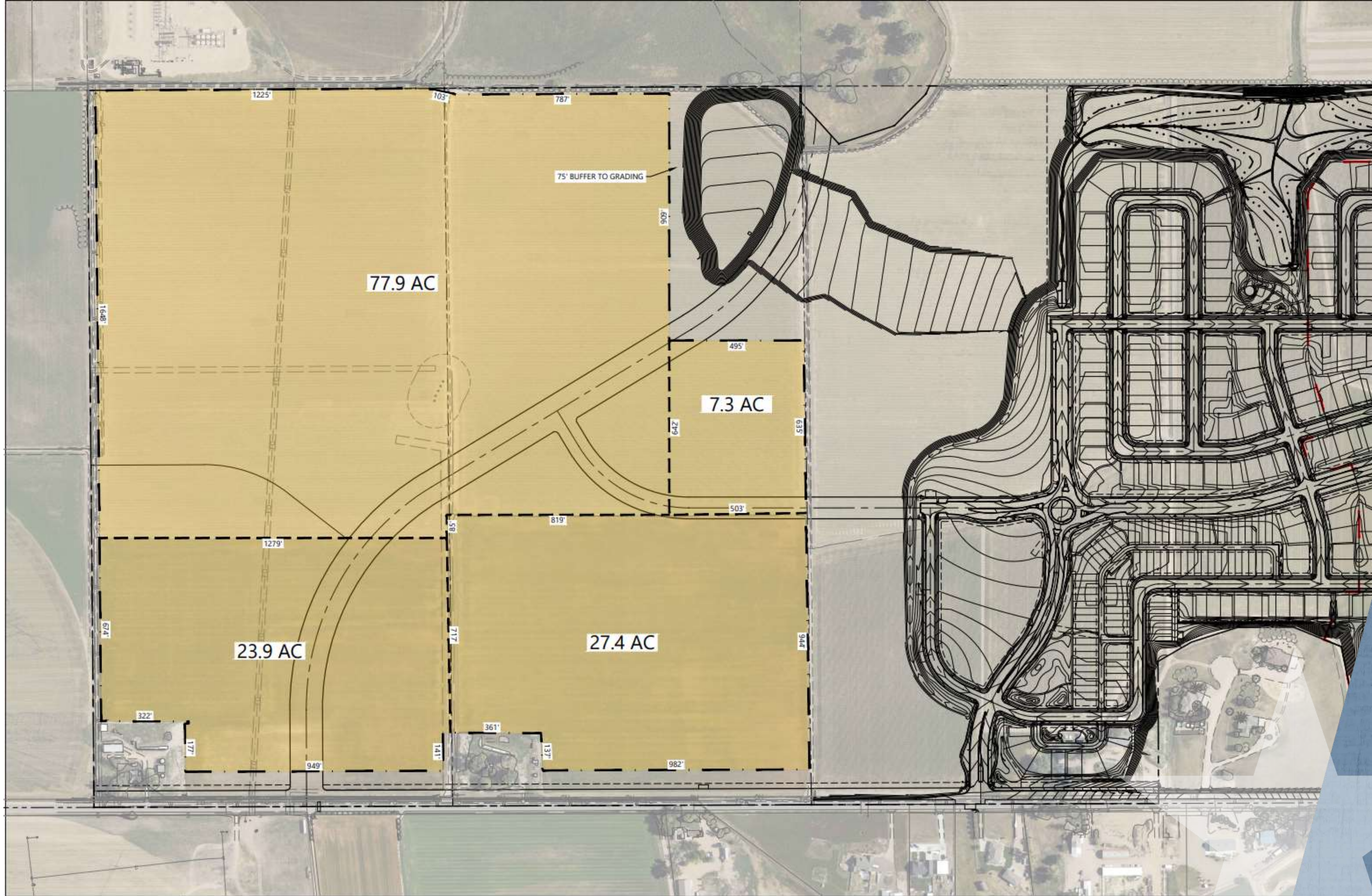
REVERE

AT JOHNSTOWN

VETERANS PARKWAY INTERSECTION AND WIDENING



OFF-SITE SANITARY SEWER ALIGNMENT



REVERE

AT JOHNSTOWN

FARMING EXHIBIT

Review Criteria. A preliminary plat shall be reviewed according to the following criteria.

- a) The application is in accordance with the Comprehensive Plan, and in particular, the physical development patterns and concepts of the plan.
- b) The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
- c) The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards in this Chapter and are coordinated with existing or potential development on adjacent property.
- d) The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district.

- e) The application demonstrates a preliminary feasibility of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
- f) Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
- g) Any impacts identified by specific studies or technical reports, including a review of storm water, are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
- h) The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.
- i) The plat has addressed issues of professional staff or any other public entity or review agencies asked to officially review the preliminary plat and received positive recommendations.

THANK YOU



REVERE NORTH
TRANSPORTATION IMPACT STUDY
JOHNSTOWN, COLORADO
APRIL 2022

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Project #2169

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- B. Peak Hour Traffic Counts
- C. Current Peak Hour Operation/Level of Service Descriptions
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I. INTRODUCTION

This Transportation Impact Study (TIS) addresses the capacity, geometric, and control requirements for the proposed Revere North. The proposed Revere North is located north of Veteran's Parkway (WCR50) and east of the future High Plains Boulevard in Johnstown, Colorado.

During the course of the analysis, numerous contacts were made with developer (Forestar), the project planning consultant (Terracina Design), project civil engineer (Innovative Land Consultants), and Town of Johnstown (Traffic Engineering Consultant). This study generally conforms to the format set forth in the Johnstown TIS Guidelines. A scoping discussion was held with the Charles Buck, Johnstown Traffic Engineering consultant. The study involved the following steps:

- Collect physical, traffic, and development data;
- Perform trip generation, trip distribution, and trip assignment;
- Determine peak hour traffic volumes;
- Conduct capacity and operational level of service analyses on key intersections;
- Analyze signal warrants;

The following intersections, as agreed to in the scoping discussions, were addressed in this traffic study: SH60/High Plains, High Plains/Veteran's Parkway (future), and the Site Access intersections. Appendix A contains base assumptions for the Revere North traffic analysis.

II. EXISTING CONDITIONS

The location of Revere North is shown in Figure 1. It is important that a thorough understanding of the existing conditions be presented.

Land Use

The project site is currently in agricultural use. The land surrounding the site consists primarily of agricultural uses. Interstate 25 is west of Revere North. The center of Johnstown lies to the east of the Revere North site.

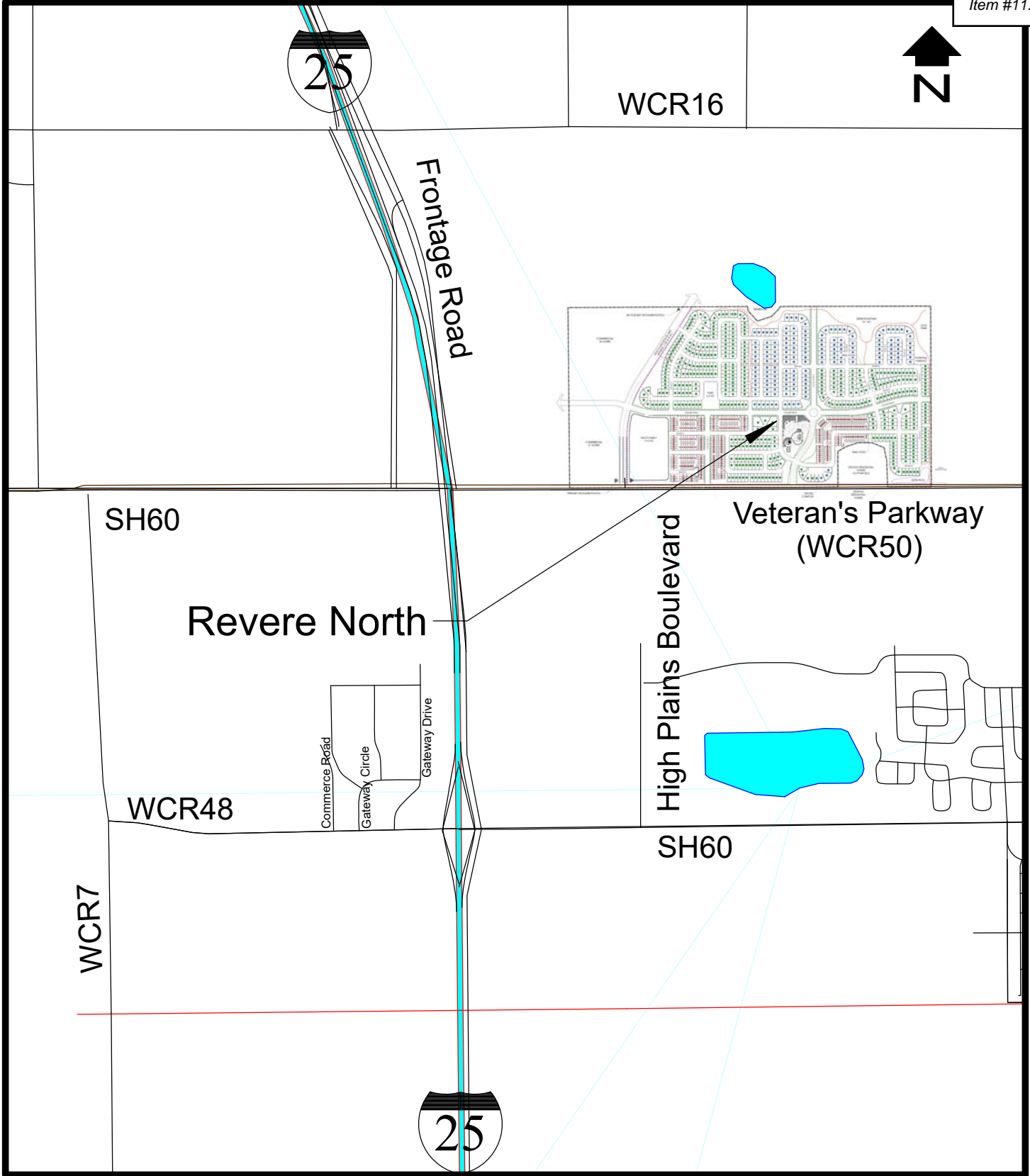
Streets

The primary streets near the site are State Highway 60, Veteran's Parkway (WCR50), and High Plains Boulevard. The existing geometry at the key intersections is shown in Figure 2.

State Highway 60 (SH60) is Classified as a Non-Rural Principal Highway (NR-A), east of I-25, and as a Rural Highway (R-B), west of I-25. State Highway 60 is WCR48, east of I-25, and is WCR50 (~one mile to the north), west of I-25. The two segments of SH60, one mile apart, are connected by the Frontage Road, which is also known as SH60. It has a two-lane cross section with a posted speed of 55 mph. To the east, SH60 goes through the center of Johnstown. At the SH60/High Plains intersection, SH60 has an eastbound left-turn lane, a through lane in each direction, and a westbound right-turn lane. The SH60/High Plains intersection has stop sign control on High Plains Boulevard.

High Plains Boulevard is classified as a major arterial street based on the Johnstown Transportation Plan. Currently, High Plains Boulevard has a four-lane cross section between SH60 and Rocksbury Lane, with a two lane cross section between Rocksbury Lane and Brunner Boulevard. High Plains Boulevard is built from SH60 to Brunner Boulevard (~ 0.5 miles). The posted speed on High Plains Boulevard is 35 mph. High Plains Boulevard only has a north leg at the SH60/High Plains intersection. At the SH60/High Plains intersection, High Plains Boulevard has southbound left-turn lane and southbound right-turn lane.

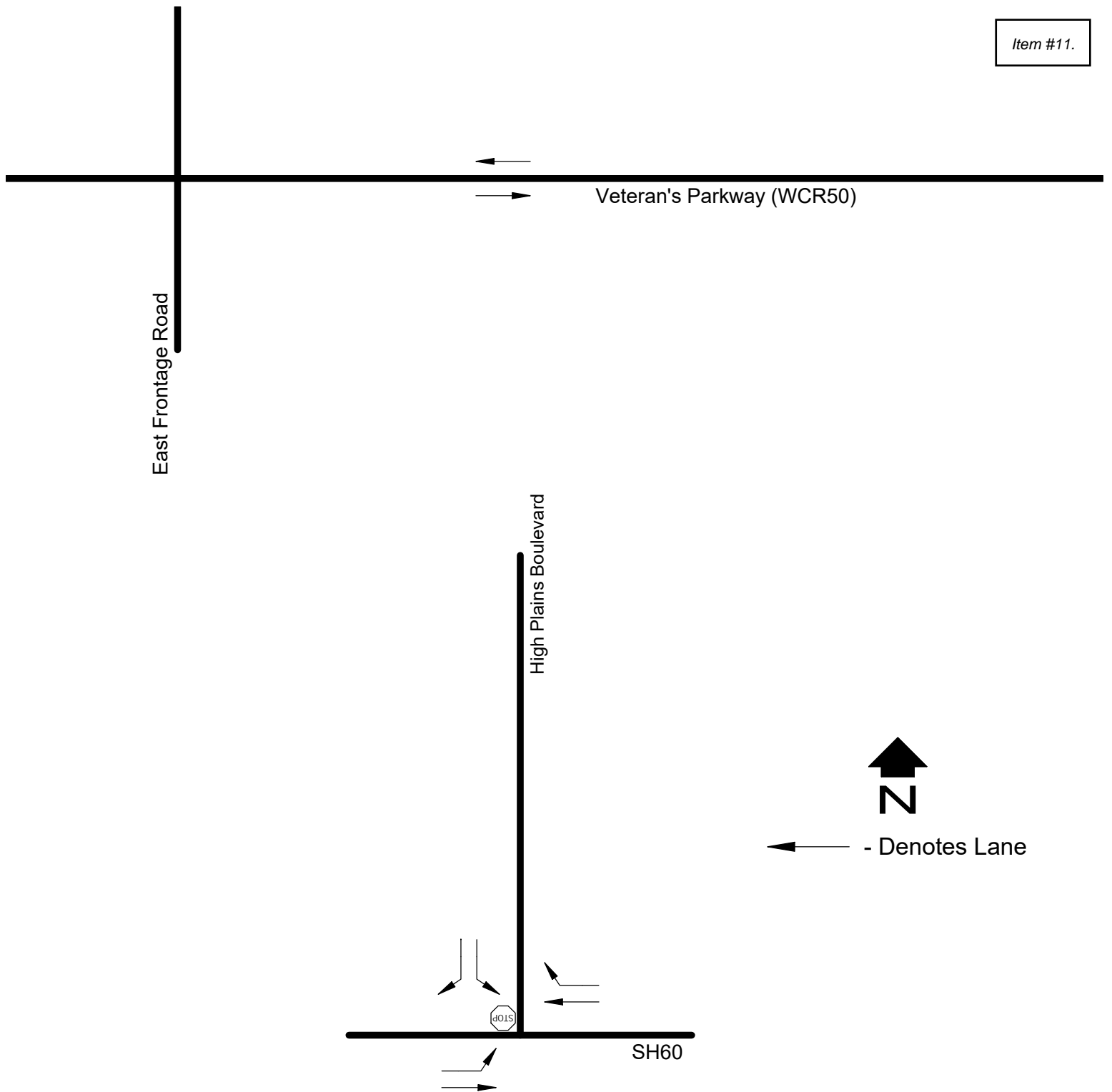
Veteran's Parkway (Weld County Road 50) is classified as a major arterial street based on the Johnstown Transportation Plan. It has a two-lane cross section. There is no posted speed on Veteran's Parkway, east of the frontage road.



SITE LOCATION

Figure 1





EXISTING INTERSECTION GEOMETRY

Figure 2

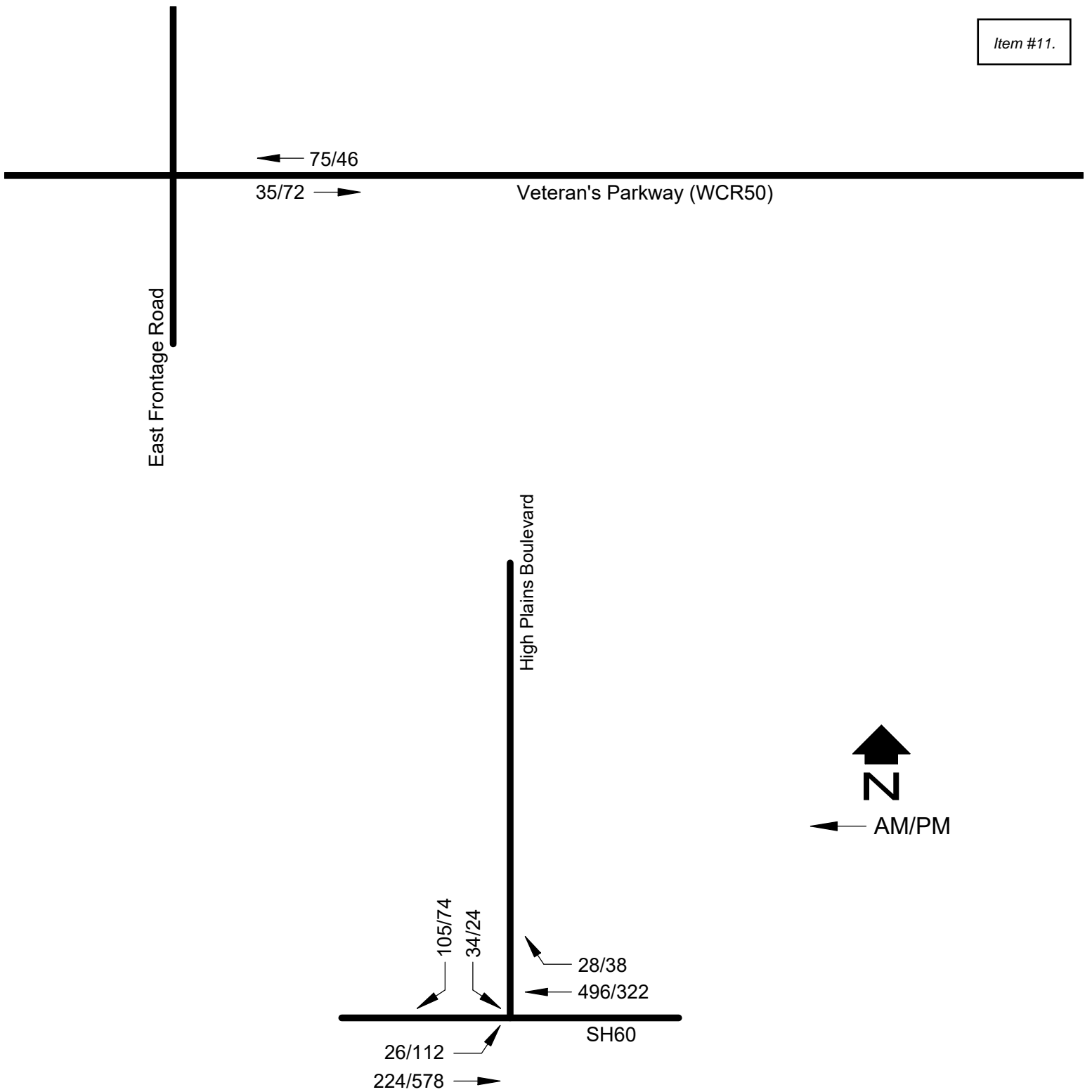
Existing Traffic

Figure 3 shows the recent peak hour traffic counts at the SH60/High Plains intersection and along Veteran’s Parkway. Raw peak hour traffic count data is provided in Appendix B. Traffic counts at the SH60/High Plains intersection were obtained in May 2021. The traffic volumes along Veteran’s Parkway were obtained in December 2018 and increased at 2% per year to get recent volumes. Based on historic data in the area, volumes are approximately 4% lower than two year ago, due to Covid-19. Therefore, the volumes were increase by 4% to compensate for the impact of Covid-19. Figure 4 shows the adjusted recent peak hour traffic estimates.

Existing Operation

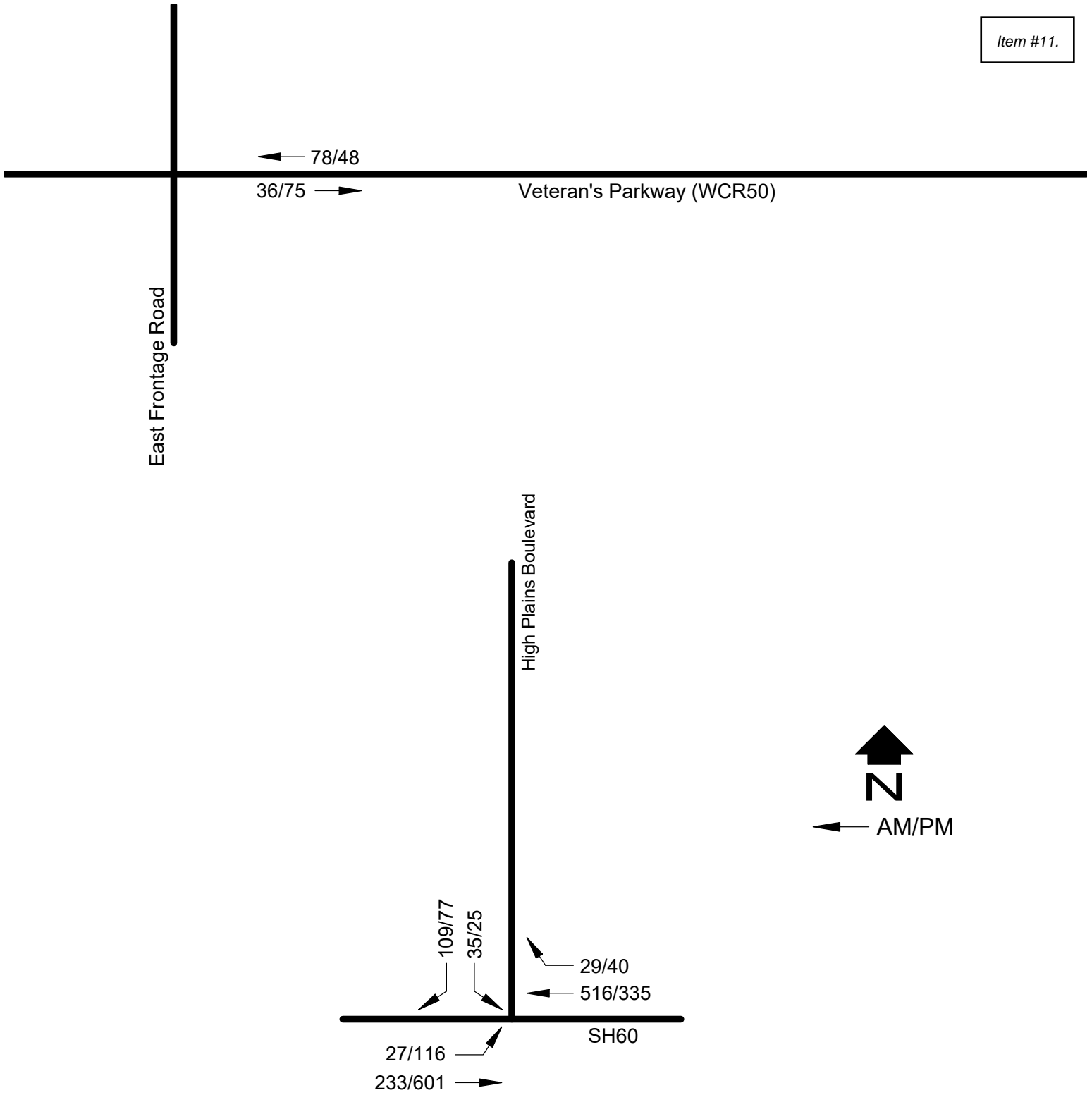
The SH60/High Plains intersection was evaluated using techniques provided in the 2016 Highway Capacity Manual, 6th Edition. Using the morning and afternoon peak hour traffic shown in Figure 4, the peak hour operation is shown in Table 1. Calculation forms are provided in Appendix C. The SH60/High Plains intersection meets the Town of Johnstown LOS standard with existing control and geometry in the morning and afternoon peak hours. Acceptable operation is defined as level of service D or better, overall, during the peak hours per the Johnstown Transportation Plan. A description of level of service for signalized and unsignalized intersections from the Highway Capacity Manual, 6th Edition is also provided in Appendix C.

TABLE 1 Current Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (stop sign)	EB LT	A	A
	SB LT	C	C
	SB RT	B	B
	SB APPROACH	B	B
	OVERALL	A	A



RECENT PEAK HOUR TRAFFIC

Figure 3



ADJUSTED RECENT PEAK HOUR TRAFFIC

Figure 4

III. PROPOSED DEVELOPMENT

Revere North is a proposed 1,169 dwelling unit residential development. Figure 5 shows a site plan of the Revere North. The Revere North is expected to be built in the next 10 years. The short range analysis (Year 2026) includes development of the Revere North Phase 1 and an appropriate increase in background traffic, due to normal growth. There will be a full movement access to/from Veteran's Parkway with Phase 1. The mid range analysis (Year 2030) includes development of the Revere North Phase 1 and 2 and an appropriate increase in background traffic, due to normal growth. There will be two full movement accesses to/from Veteran's Parkway with Phase 2. The long range (Year 2040) included full development of the Revere North development. There will be two full movement accesses to/from Veteran's Parkway and two full movement accesses to/from High Plains Boulevard in the long range future. The site plan also shows a potential future connection to the property to the north and east of the site.

Trip Generation

Trip generation is important in considering the impact of a development such as this upon the existing and proposed street system. Trip Generation, 11th Edition, ITE was used to estimate the trips that would be generated by the proposed/expected uses at the Revere North site. A trip is defined as a one-way vehicle movement from origin to destination. Table 2 shows the expected trip generation on a daily and peak hour basis for full development of Revere North. Phase 1, short range (2026) trip generation of the Revere North resulted in 2,850 daily trip ends, 203 morning peak hour trip ends, and 274 afternoon peak hour trip ends. Phase 1 and 2, mid range (2030) trip generation of the Revere North resulted in 4,948 daily trip ends, 352 morning peak hour trip ends, and 473 afternoon peak hour trip ends. The total, long range (2040) trip generation of the Revere North resulted in 9,256 daily trip ends, 643 morning peak hour trip ends, and 842 afternoon peak hour trip ends.

Trip Distribution

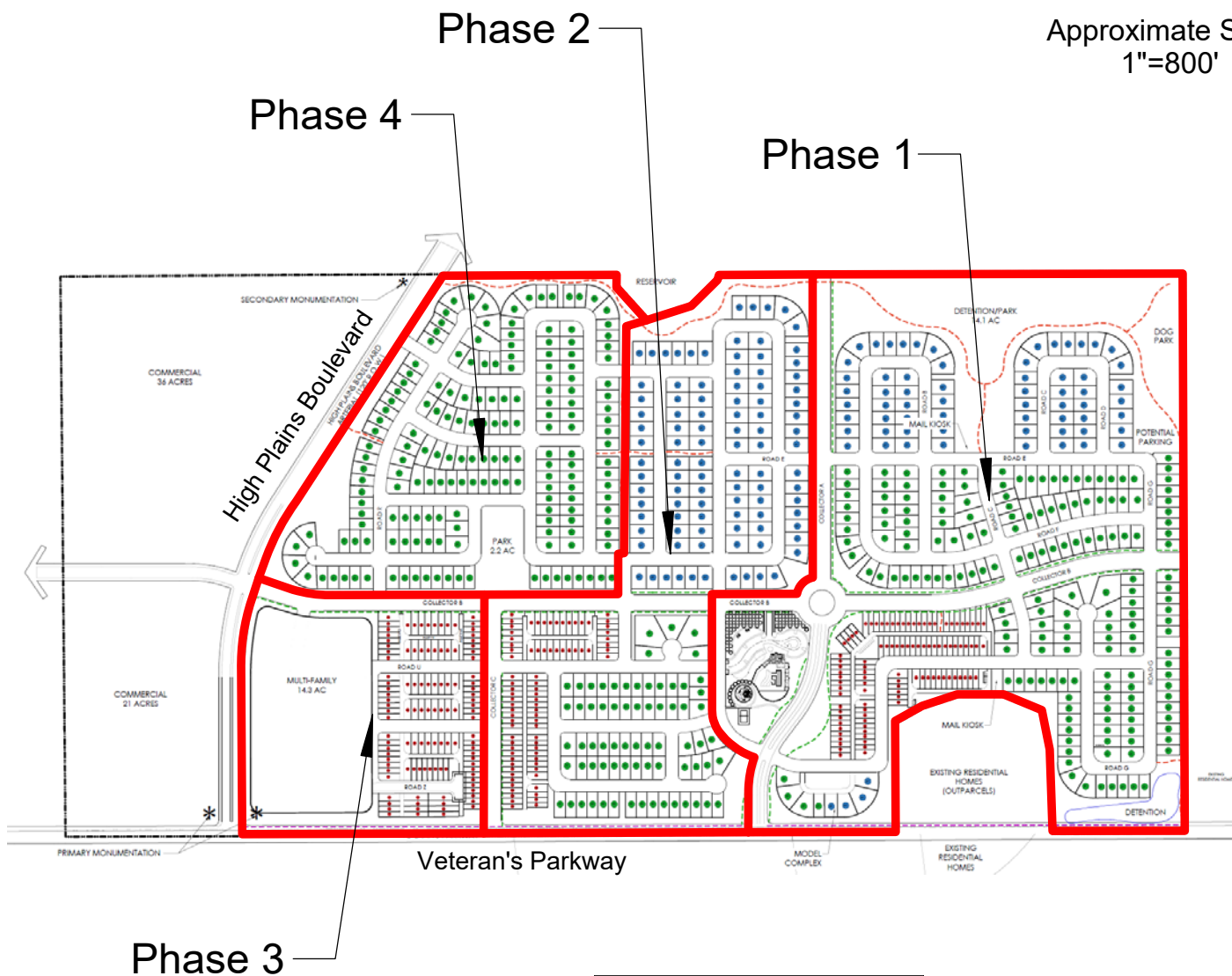
Trip distribution of the assigned trips for the Revere North site was based on existing/future travel patterns, land uses in the area, consideration of trip attractions/productions in the area, and engineering judgment. Figure 6 shows the short range (2026) and mid range (2030) trip distribution used for the Revere North site. Figure 7 shows the long range (2040) trip distribution. The trip distribution analysis was agreed to in the scoping discussions and is contained in Appendix A.

Background Traffic Projections

Figures 8 and 9 show the short range (2026) and mid range (2030) background peak hour traffic forecasts, respective. Background traffic projections for the future horizons were obtained by reviewing the CDOT 20-year growth factor on SH60 (1.56),



Approximate Scale
1"=800'



LEGEND

- - - 10' ARTERIAL WALKS
- - - COLLECTOR WALKS
- - - NEIGHBORHOOD TRAIL

DEVELOPMENT SUMMARY		
LAND USE	UNITS	% UNITS
FILING 1		
SINGLE FAMILY DETACHED (51' x 110')	176	15.1%
SINGLE FAMILY DETACHED (61' x 110')	66	5.6%
DUPLEX (25' x 95')	98	8.4%
SUBTOTAL	340	29.1%
FUTURE FILINGS		
SINGLE FAMILY DETACHED (51' x 110')	247	21.1%
SINGLE FAMILY DETACHED (61' x 110')	100	8.6%
DUPLEX (25' x 100')	196	16.8%
MULTI-FAMILY (20 DU/AC)	286	24.5%
TOTAL	1,169	100.0%



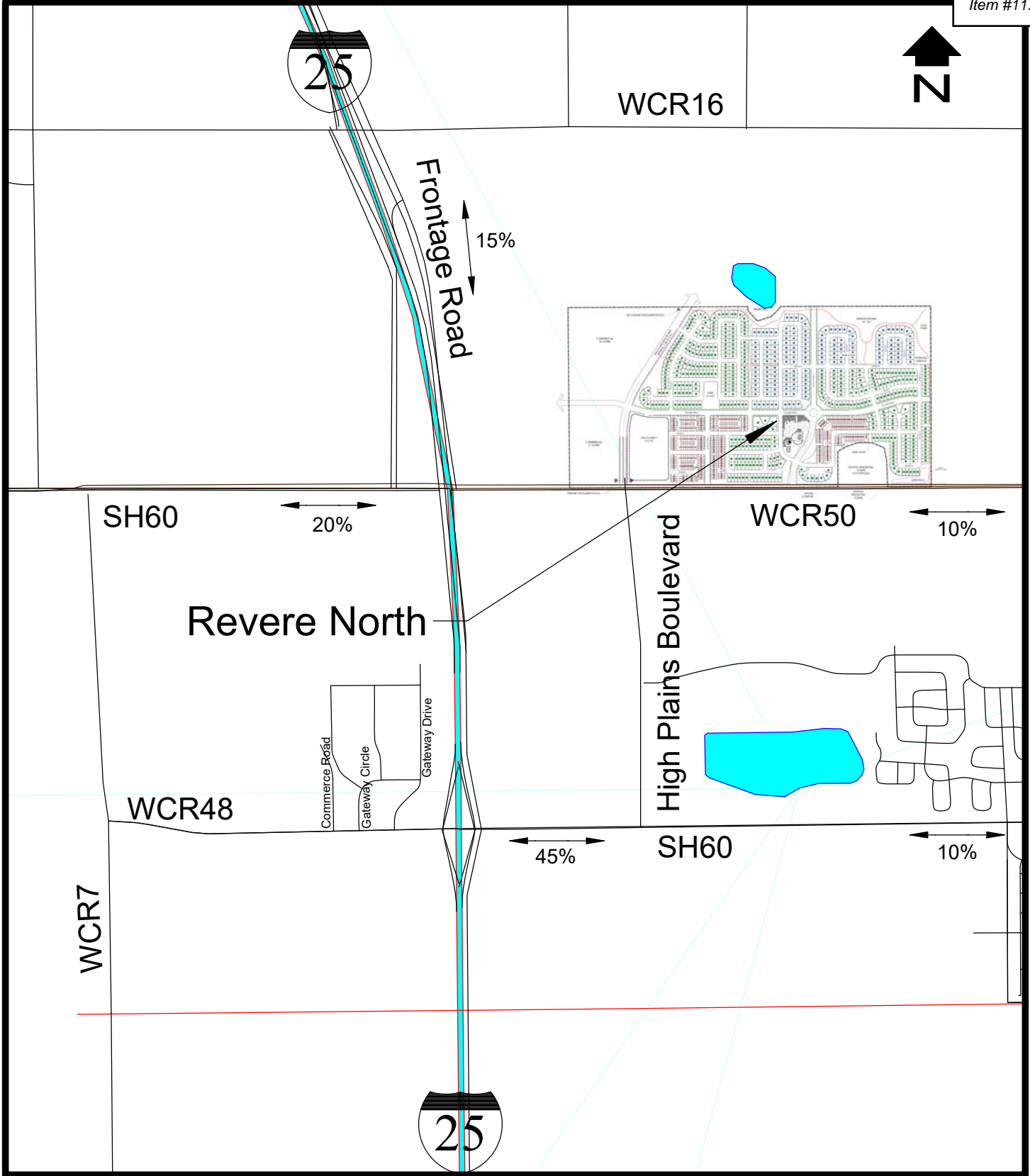
JANUARY 19, 2022

SITE PLAN

Figure 5

**TABLE 2
Trip Generation**

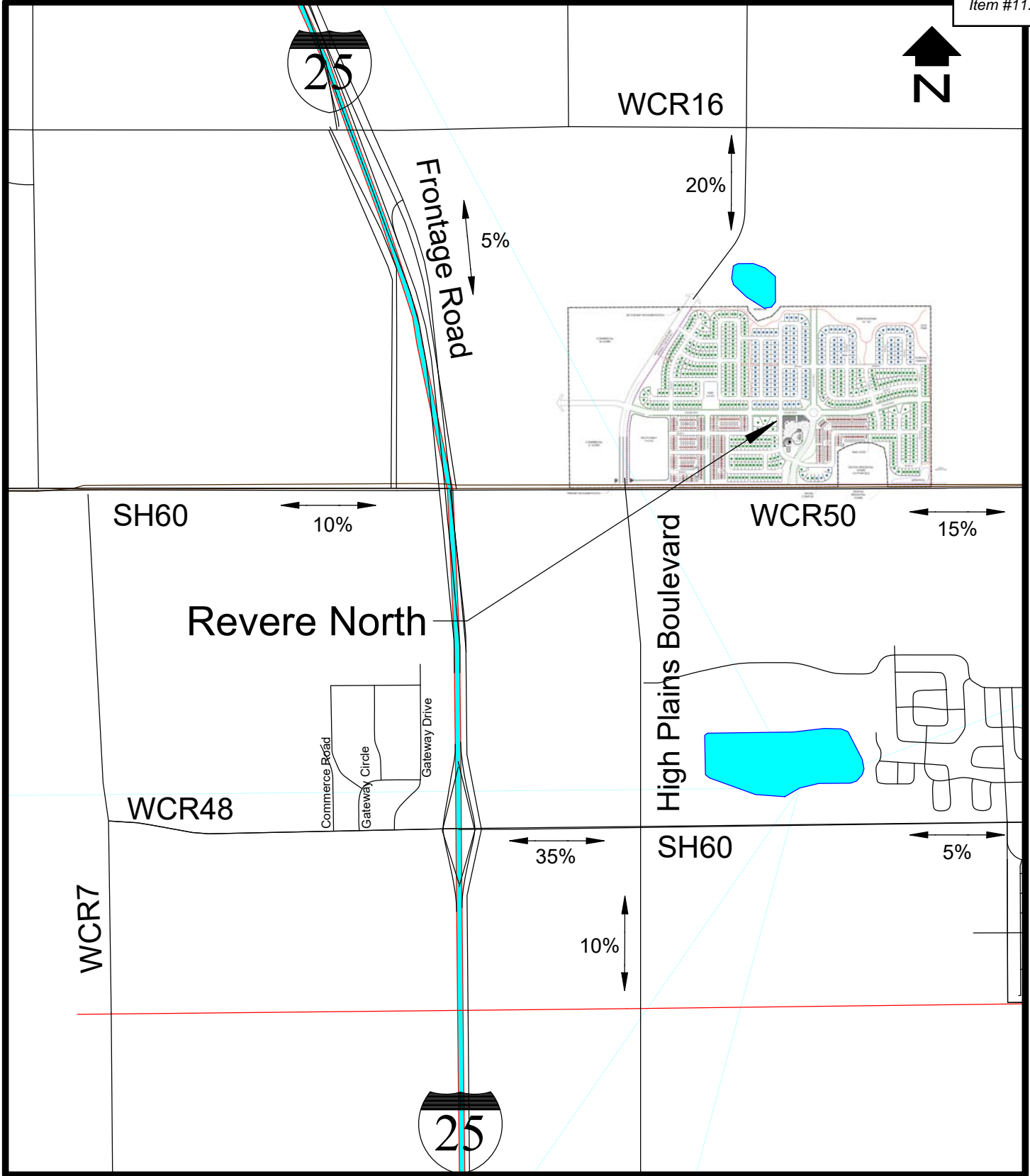
Code	Use	Size	AWDTE		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	In	Rate	Out	Rate	In	Rate	Out
Phase 1												
210	Single-Family Detached	242 D.U.	EQ.	2120	EQ.	40	EQ.	114	EQ.	136	EQ.	80
215	Single-Family Attached	98 D.U.	EQ.	730	EQ.	15	EQ.	34	EQ.	33	EQ.	25
Phase 1		340 D.U.		2850		55		148		169		105
Phase 2												
210	Single-Family Detached	170 D.U.	EQ.	1488	EQ.	28	EQ.	80	EQ.	96	EQ.	56
215	Single-Family Attached	82 D.U.	EQ.	610	EQ.	13	EQ.	28	EQ.	27	EQ.	20
Phase 2		179 D.U.		2098		41		108		123		76
Phase 3												
215	Single-Family Attached	114 D.U.	EQ.	850	EQ.	17	EQ.	40	EQ.	38	EQ.	29
220	Multi-Family Housing	286 D.U.	EQ.	1908	EQ.	27	EQ.	85	EQ.	90	EQ.	54
Phase 3		177 D.U.		2758		44		125		128		83
Phase 4												
210	Single-Family	177 D.U.	EQ.	1550	EQ.	29	EQ.	83	EQ.	99	EQ.	59
Phase 4		400 D.U.		1550		29		83		99		59
Total		1,169 DU		9,256		169		474		519		323



SCALE: 1"=2000'

SHORT RANGE (2026)/MID RANGE (2030) TRIP DISTRIBUTION

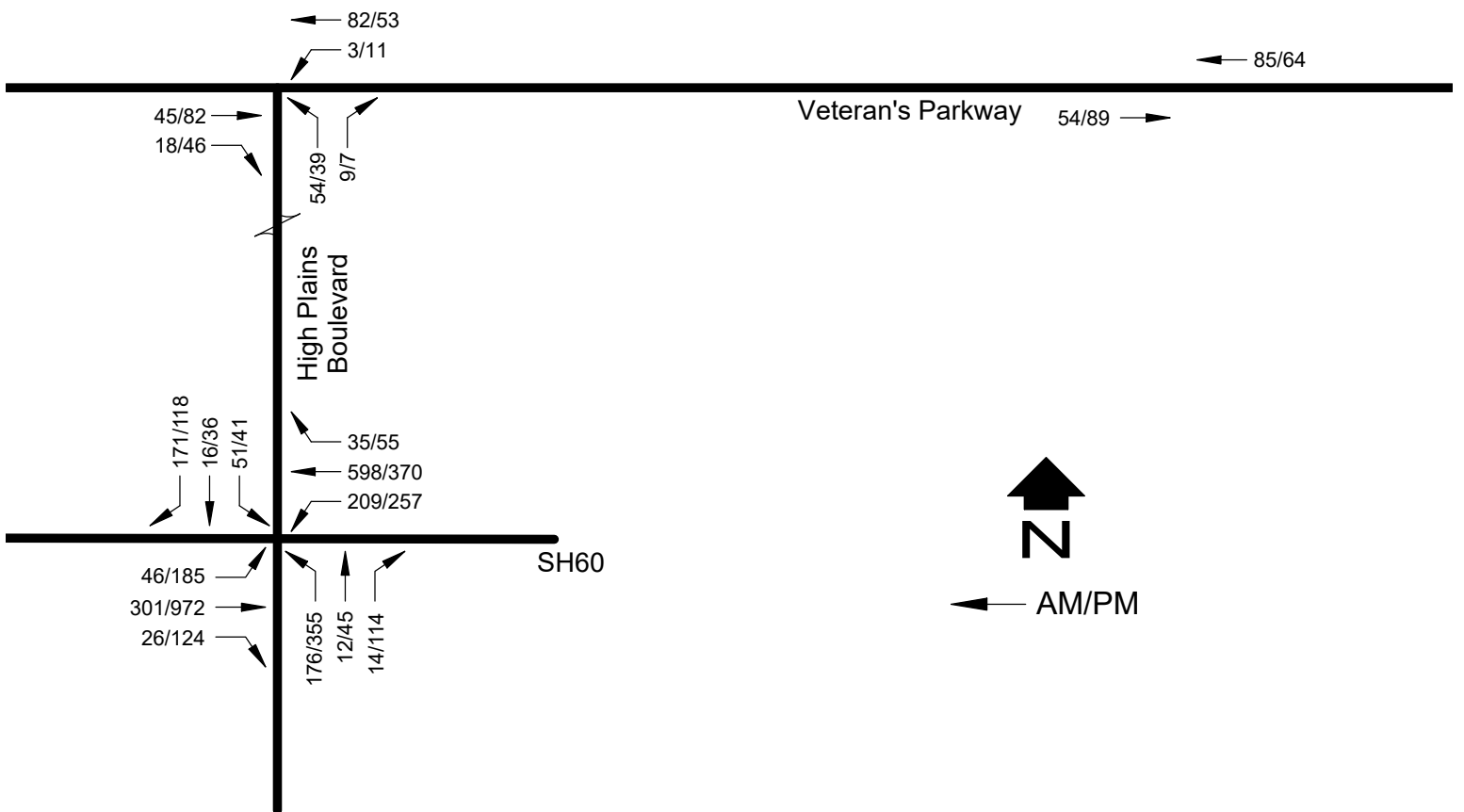
Figure 6



SCALE: 1"=2000'

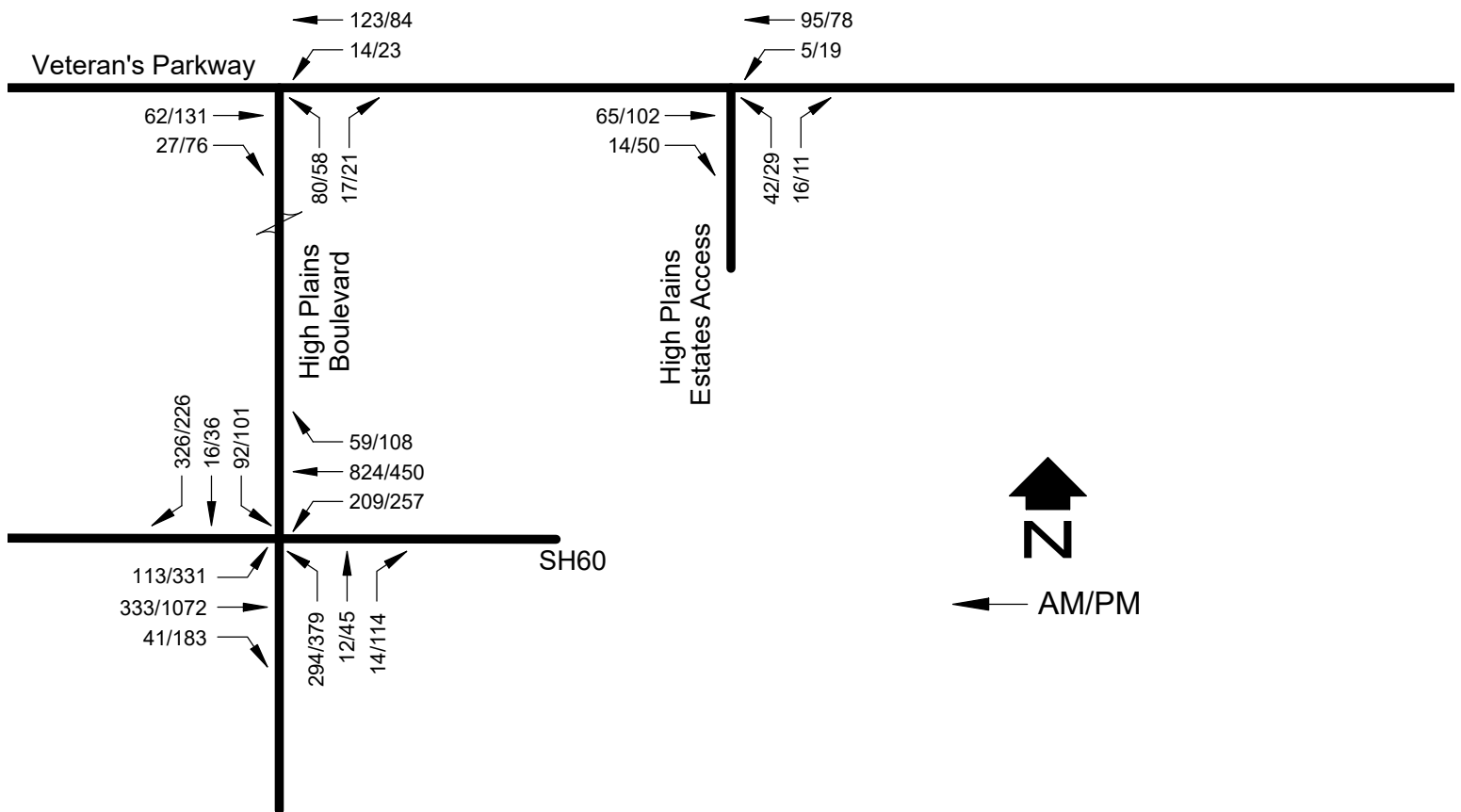
LONG RANGE (2040) TRIP DISTRIBUTION

Figure 7



SHORT RANGE (2026) BACKGROUND PEAK HOUR TRAFFIC

Figure 8



MID RANGE (2030) BACKGROUND PEAK HOUR TRAFFIC

Figure 9

factor on SH60 (1.56), North Front Range Regional Transportation Plan, Town of Johnstown Transportation Master Plan, and various traffic studies prepared for this area of Johnstown/Weld County. The current peak hour traffic was factored by 2.0 percent per year. A portion of the Revere at Johnstown and a portion of the Ledge Rock Center future traffic was added into the short range (2026) background traffic. The Revere at Johnstown, a portion of Vista Commons, a portion of Ledge Rock Center, and a portion of High Plains Estates future traffic was added into the mid range (2030) background traffic.

Figure 10 show the long range (2040) background peak hour traffic forecasts. The long range (2040) background traffic was derived from the volumes contained in the North I-25 Parallel Arterial Study with adjustments based on the known developments in the area and the Johnstown Transportation Plan.

Trip Assignment and Total Traffic

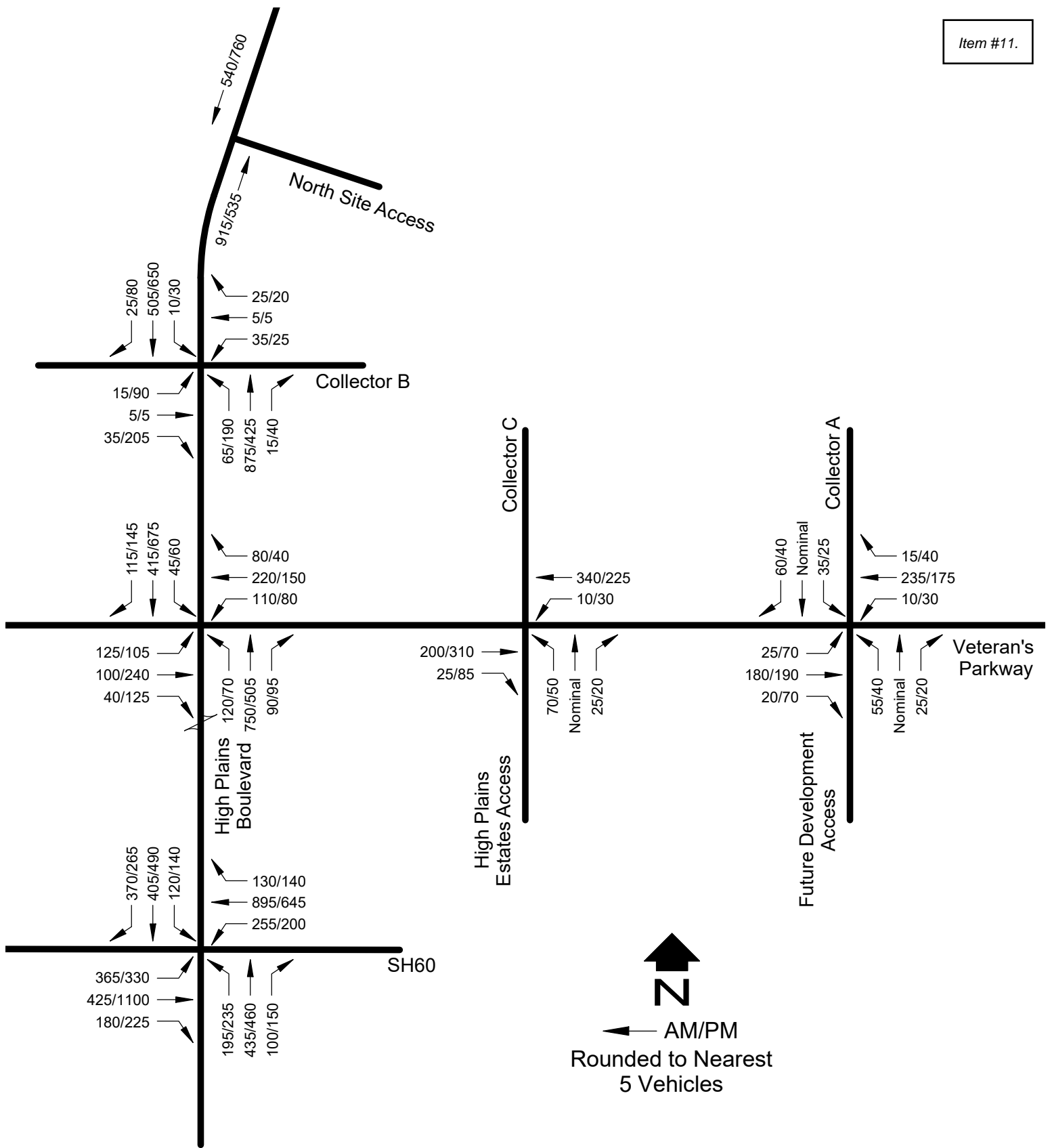
Trip assignment is how the generated and distributed trips are expected to be loaded on the street system. The assigned trips are the resultant of the trip distribution process. Figures 11, 12, and 13 show the site generated peak hour traffic assignment in the short range (2026), mid range (2030), and long range (2040) futures, respectively. Figures 14, 15, and 16 show the short range (2026), mid range (2030), and long range (2040) total peak hour traffic projections, respectively.

Signal Warrants

As a matter of policy, traffic signals are not installed at any location until such time that signal installation warrants are met according to the Manual on Uniform Traffic Control Devices. For the roads in the vicinity of the Revere North development, four hour and/or eight hour signal warrants are applicable. These warrants require much data and are applied when the traffic is actually on the area road system. It is acknowledged that peak hour signal warrants should not be applied, but since the peak hour forecasts are readily available in a traffic impact study, it is reasonable to use them to estimate whether other signal warrants would be met. If peak hour signal warrants will not be met at a given intersection, it is reasonable to conclude that it is not likely that other signal warrants would be met. If peak hour signal warrants are met, it merely indicates that further evaluation should occur in the future as the development occurs. However, a judgment can be made that some intersections will likely meet other signal warrants.

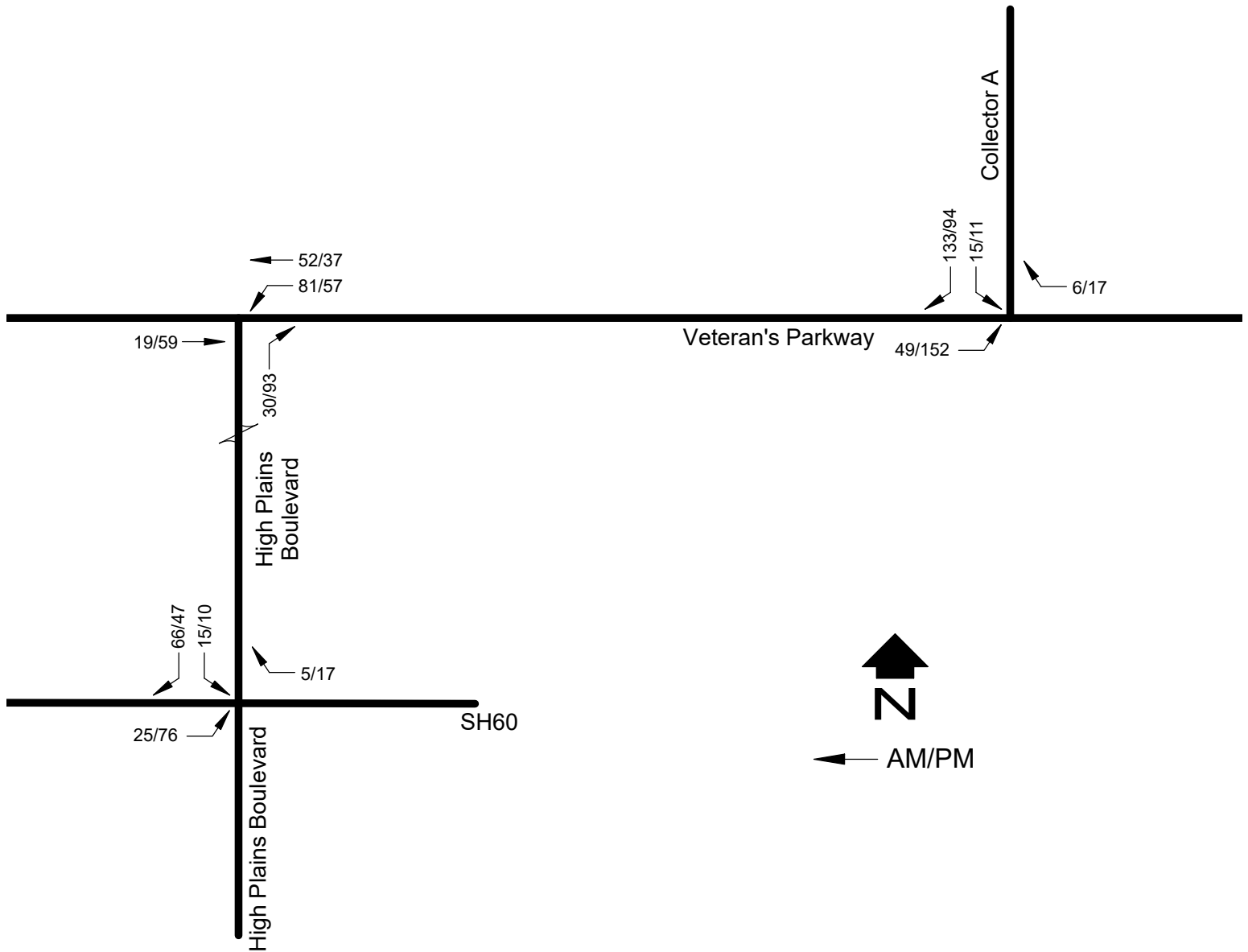
Using the short range (2026) background peak hour traffic (Figure 8), the SH60/High Plains intersection will meet the peak hour signal warrants. The High Plains/Veteran's Parkway and Veteran's Parkway/Collector A intersections will not meet the minor street lower threshold peak hour volumes with Revere North Phase 1.

Using the mid range (2030) total peak hour traffic (Figure 15), the High Plains/Veteran's Parkway intersection will not meet the peak hour signal warrants. The Veteran's Parkway/Collector A intersections will not meet the minor street lower threshold peak hour volumes.



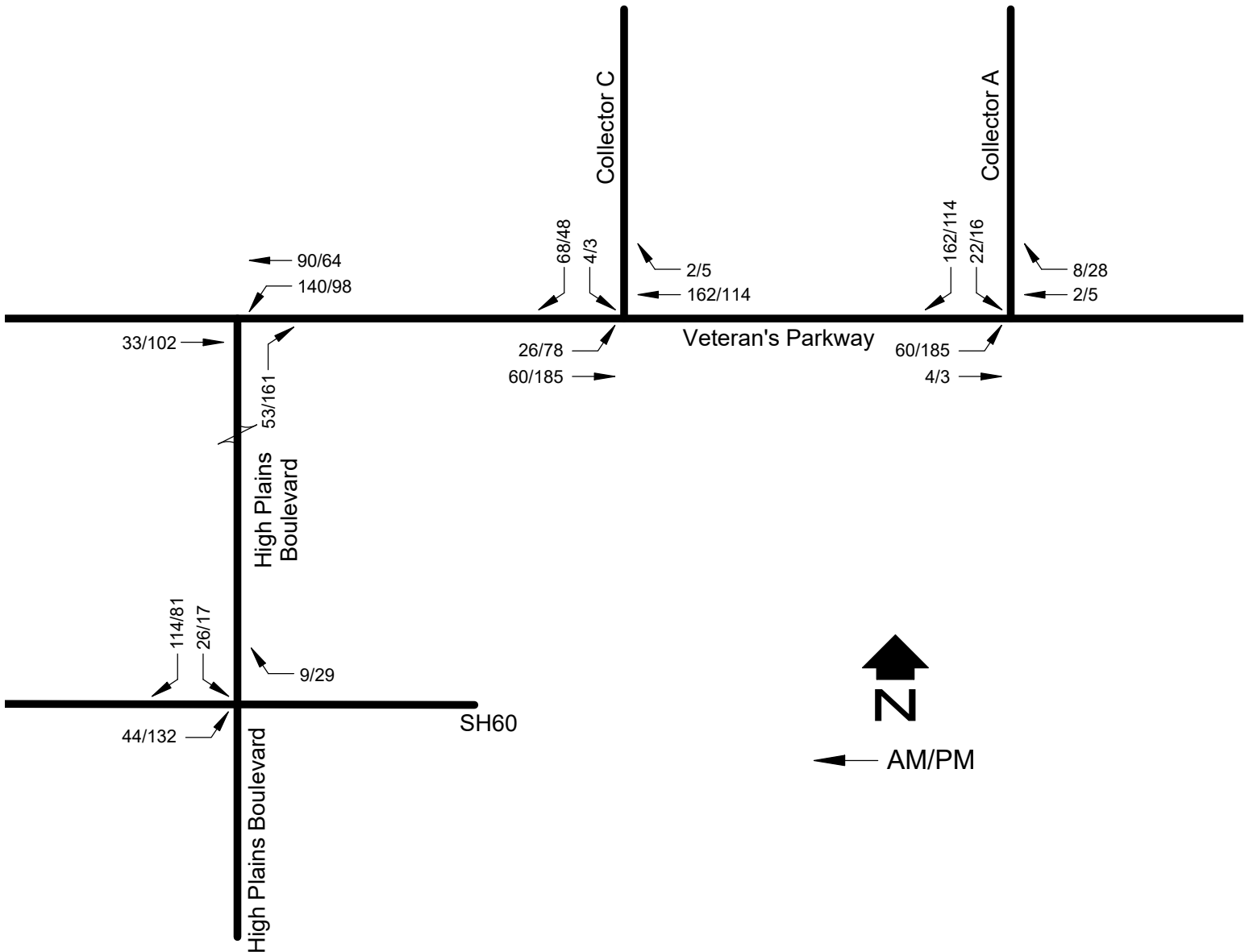
LONG RANGE (2040) BACKGROUND PEAK HOUR TRAFFIC

Figure 10



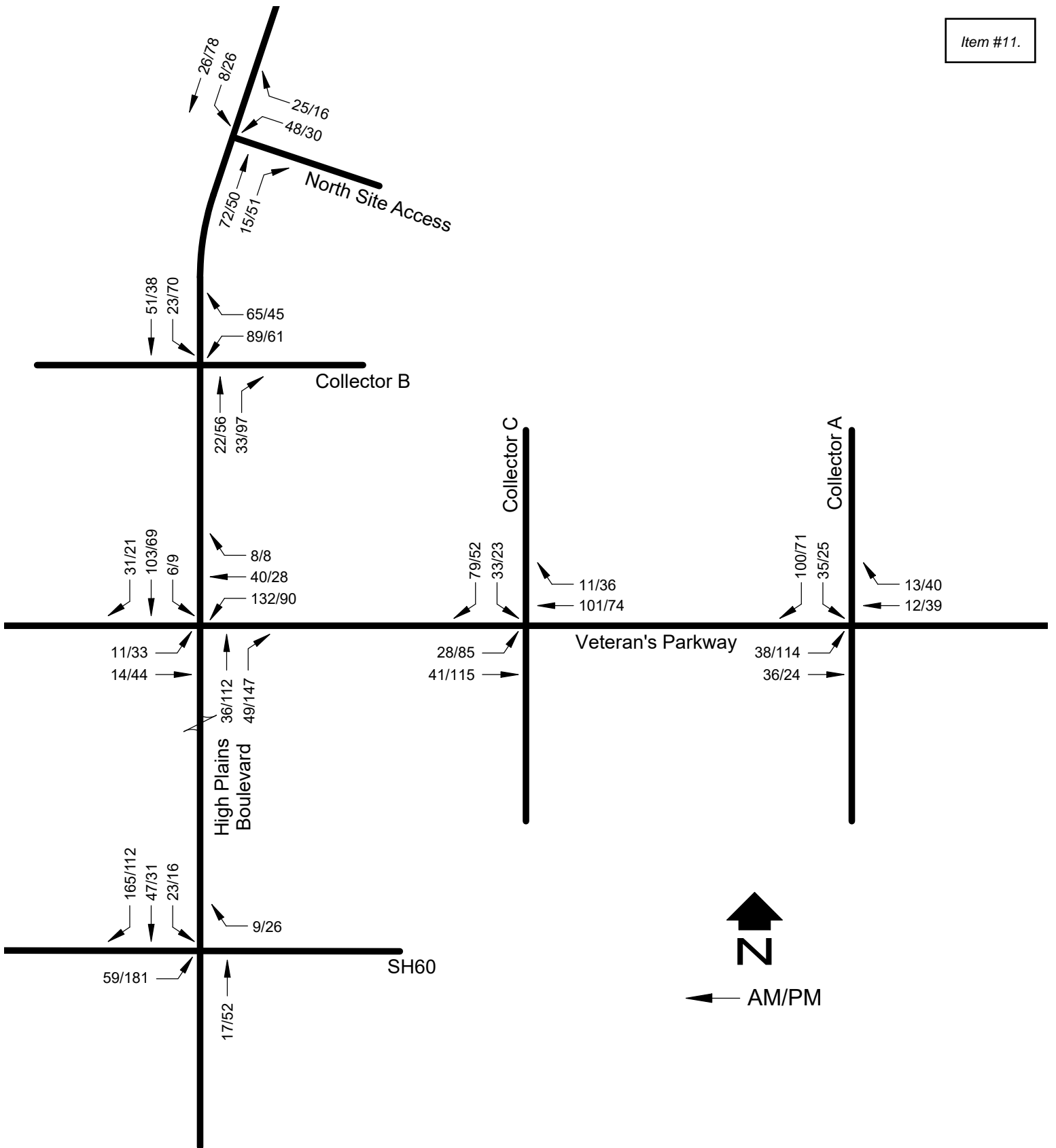
SHORT RANGE (2026) SITE GENERATED PEAK HOUR TRAFFIC

Figure 11



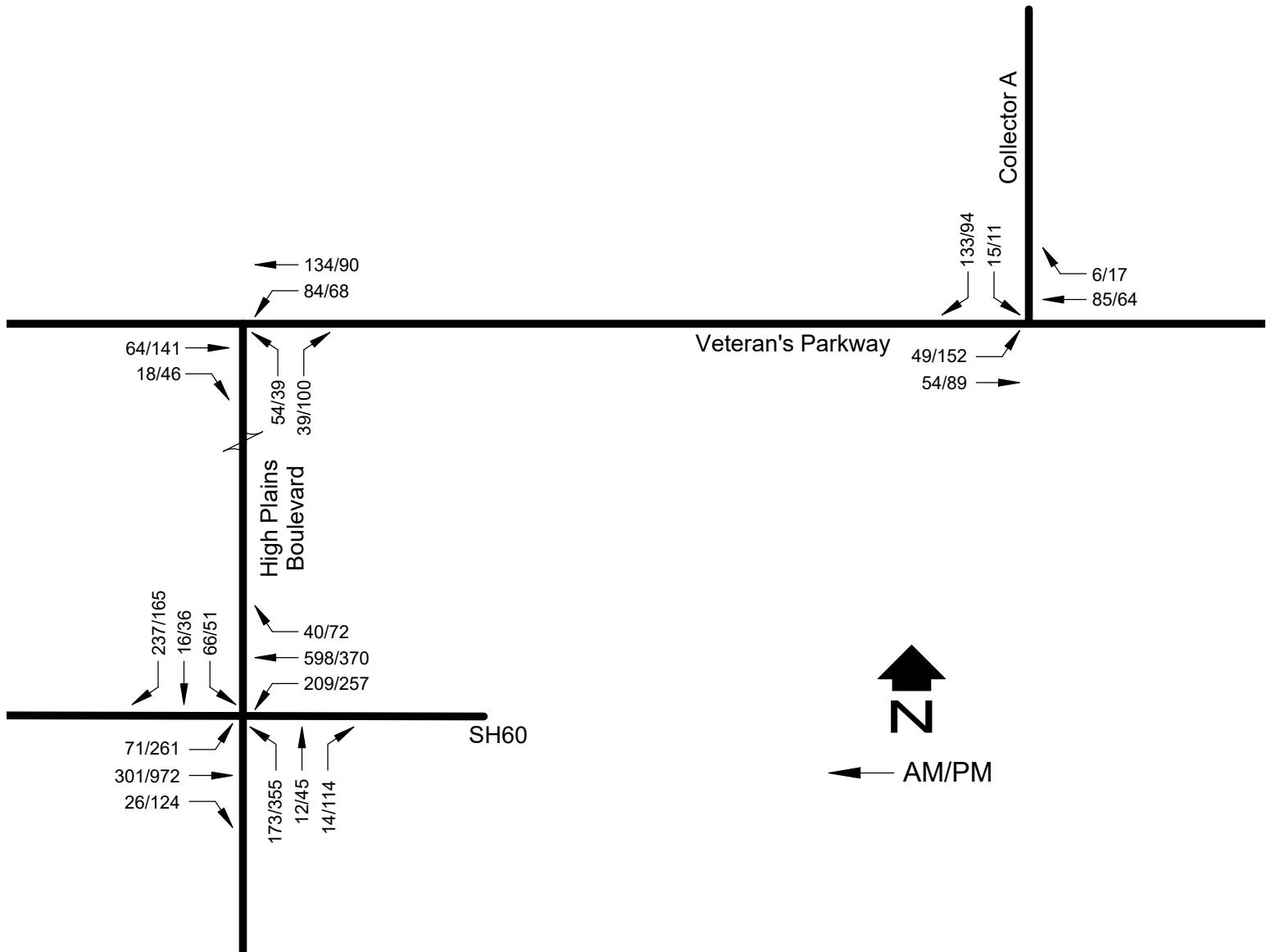
MID RANGE (2030) SITE GENERATED PEAK HOUR TRAFFIC

Figure 12



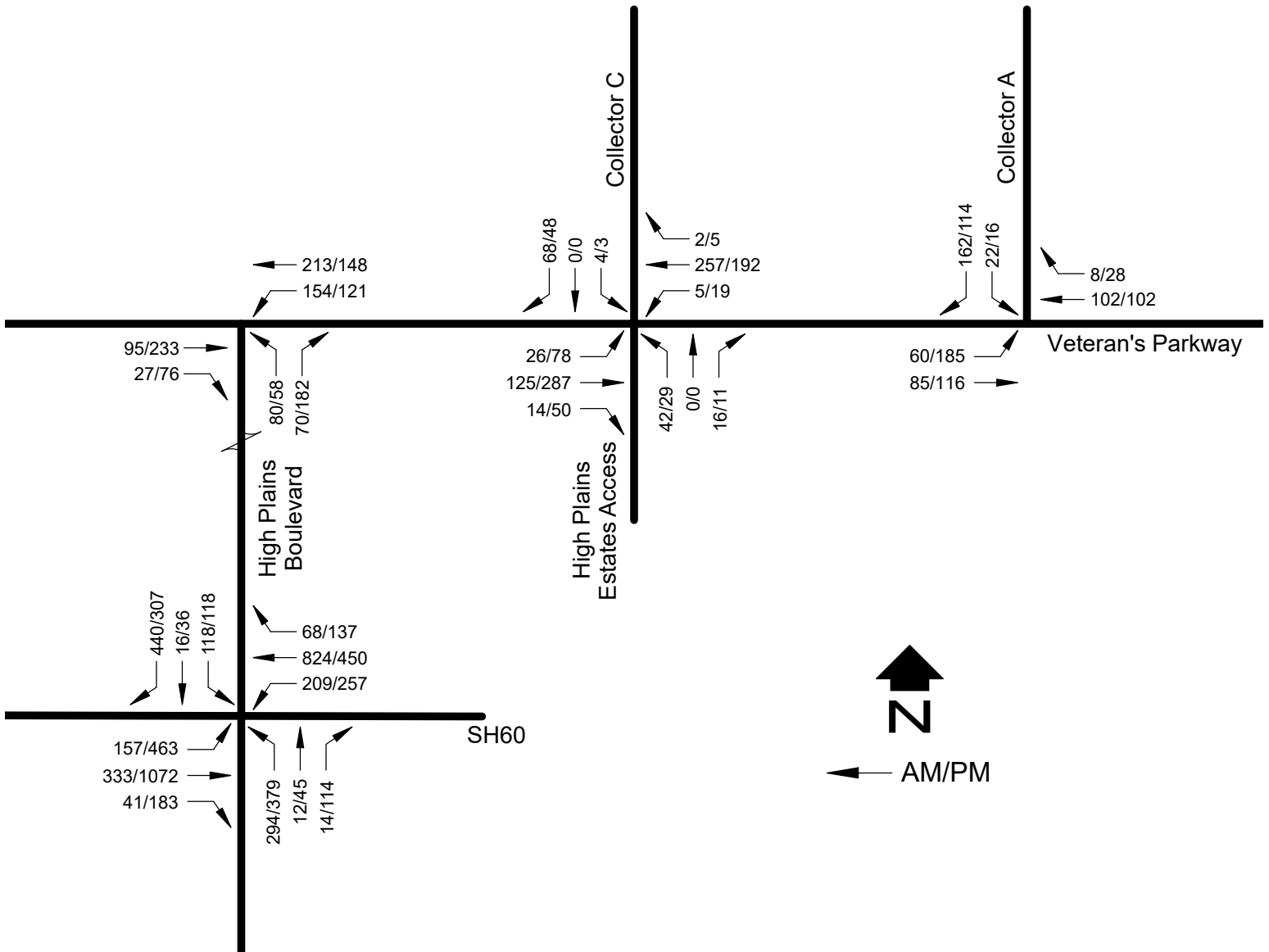
LONG RANGE (2040) SITE GENERATED PEAK HOUR TRAFFIC

Figure 13



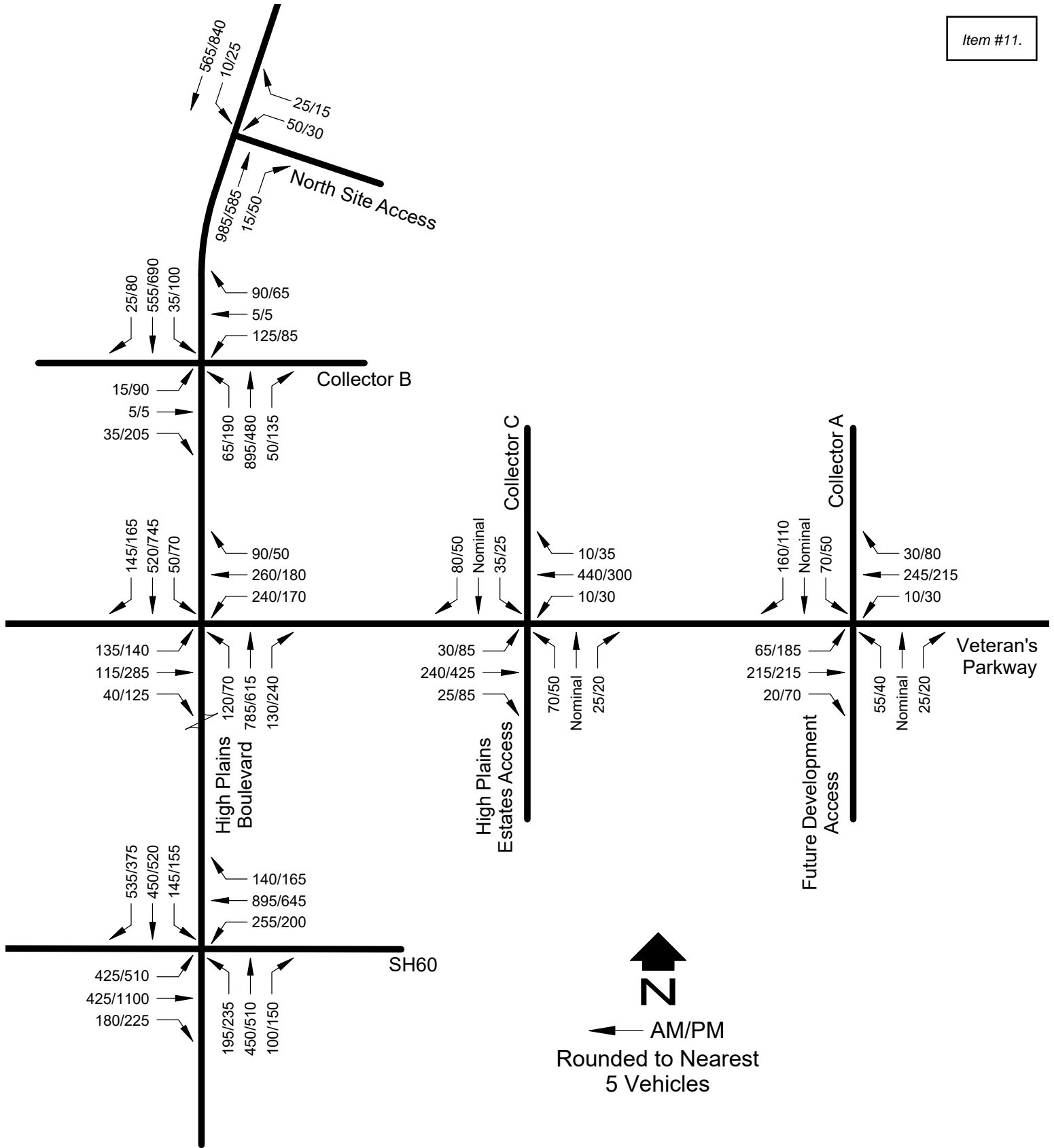
SHORT RANGE (2026) TOTAL PEAK HOUR TRAFFIC

Figure 14



MID RANGE (2030) TOTAL PEAK HOUR TRAFFIC

Figure 15



LONG RANGE (2040) TOTAL PEAK HOUR TRAFFIC

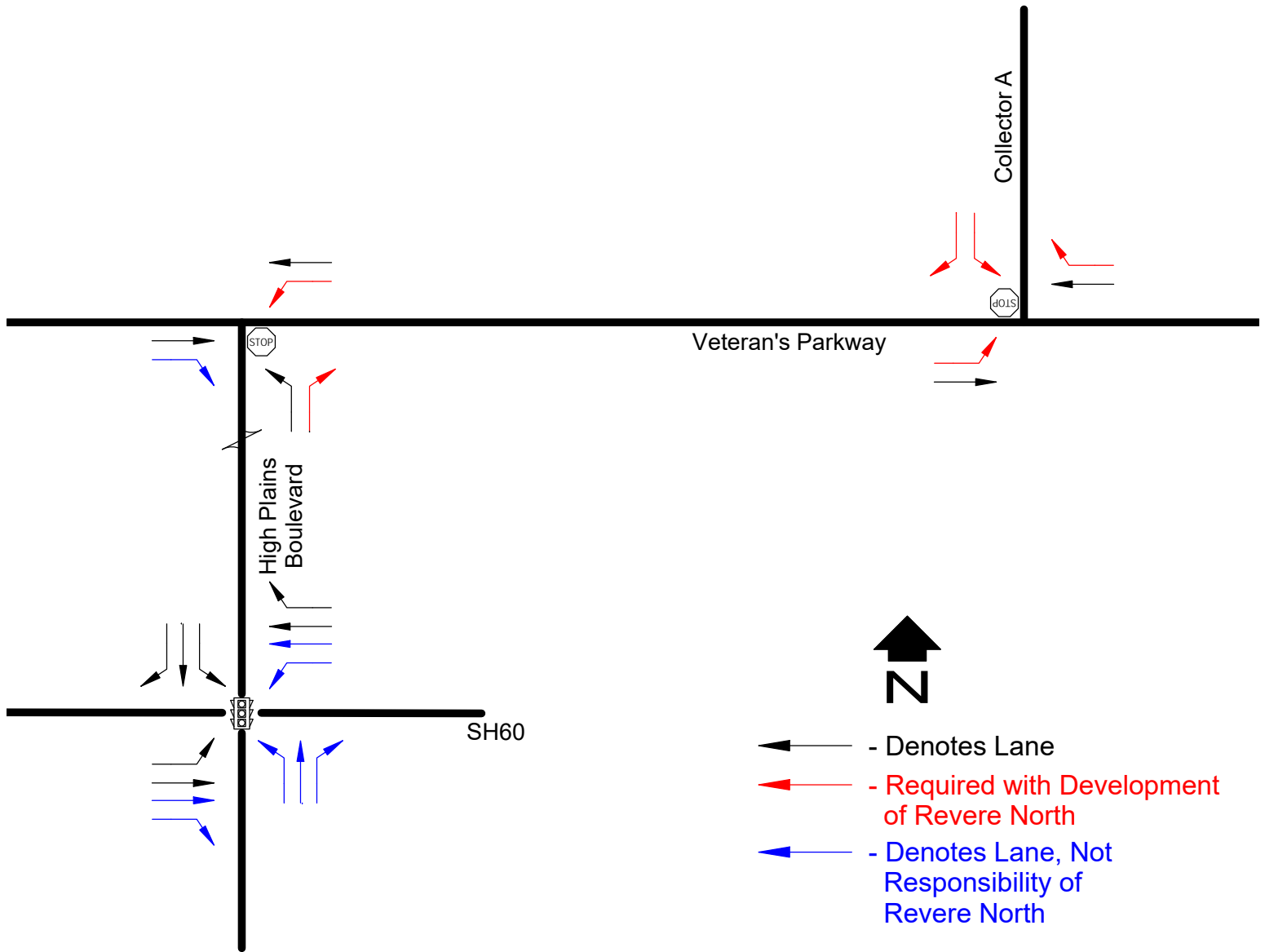
Figure 16

Using the long range (2040) total peak hour traffic (Figure 16), the High Plains/Veteran's Parkway and High Plains/Collector B intersections will meet the peak hour signal warrants. The Veteran's Parkway/Collector A will not meet the peak hour signal warrants. The Veteran's Parkway/Collector A intersection would be the location based on spacing if it is determined that it needs to be signalized in the future. Peak hour signal warrants are provided in Appendix D.

Geometry

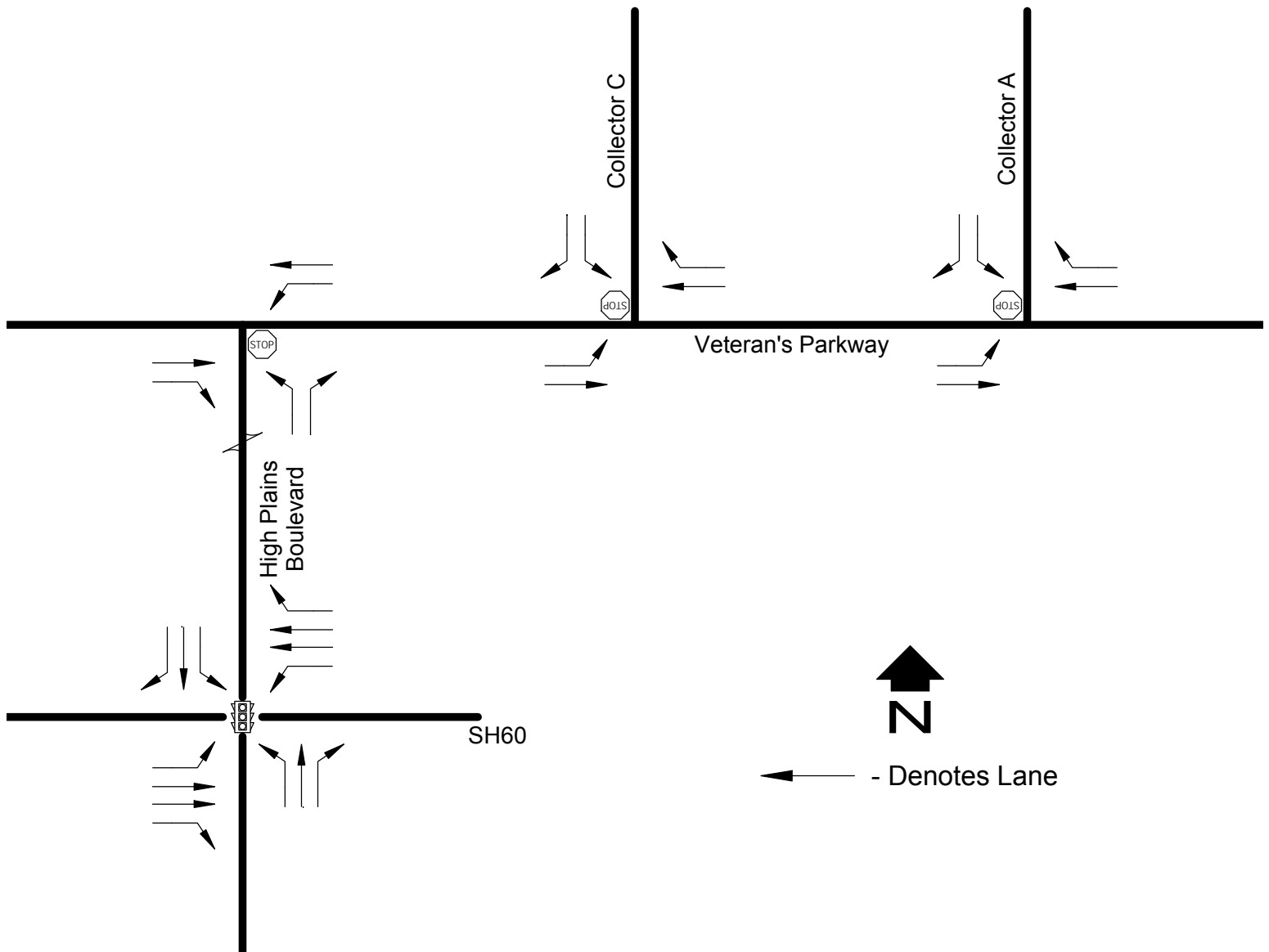
Figures 17, 18, and 19 show the respective short range (2026), mid range (2030), and long range (2040) geometry at the key intersections. State Highway 60 is classified as a Non-Rural Principal Highway (NR-A). It was determined that High Plains Boulevard and Veteran's Parkway should be evaluated to Non-Rural Arterial (NR-B) standards. Johnstown uses the State Highway Access Code (SHAC) in evaluating auxiliary lanes. Based on the SHAC, with a NR-A category and a posted speed greater than 40 mph, a left-turn deceleration lane is required at an intersection with a projected peak hour ingress turning volume greater than 10 vph, a right-turn deceleration lane is required at an intersection with a projected peak hour ingress turning volume greater than 25 vph, and a right-turn acceleration lane is required with a projected peak hour ingress turning volume greater than 50 vph. Left-turn acceleration lanes are generally not required. The left-turn deceleration lane should provide deceleration and storage length. The right-turn deceleration length lane should provide only the deceleration length. Based on the SHAC, with a NR-B category, a left-turn deceleration lane is required at an intersection with a projected peak hour ingress turning volume greater than 10 vph and a right-turn deceleration lane is required at an intersection with a projected peak hour ingress turning volume greater than 25 vph. Acceleration lanes are generally not required. Left-turn and right-turn deceleration lanes should provide only the deceleration length.

In the short range (2026) future, at the SH60/High Plains intersection, left-turn deceleration lanes and right-turn deceleration lanes are required on all legs. Eastbound and westbound right-turn acceleration lane are required. Currently, there is an eastbound left-turn deceleration lane, a westbound right-turn deceleration lane, a southbound left-turn deceleration lane, a southbound right-turn deceleration lane, and a westbound right-turn acceleration lane. It is expected that the Ledge Rock Center will build the four lane and auxiliary lanes along their roadway frontage on SH60 and High Plains Boulevard. This would include a westbound left-turn deceleration lane, an eastbound right-turn deceleration lane, and an additional through lane on SH60. At the High Plains/Veteran's Parkway intersection, a westbound left-turn deceleration lane, an eastbound right-turn deceleration lane, and a northbound right-turn lane are required. At the Veteran's Parkway/Collector A intersection, an eastbound left-turn deceleration lane, a westbound right-turn deceleration lane, and separate southbound left-turn and right-turn lanes are required.



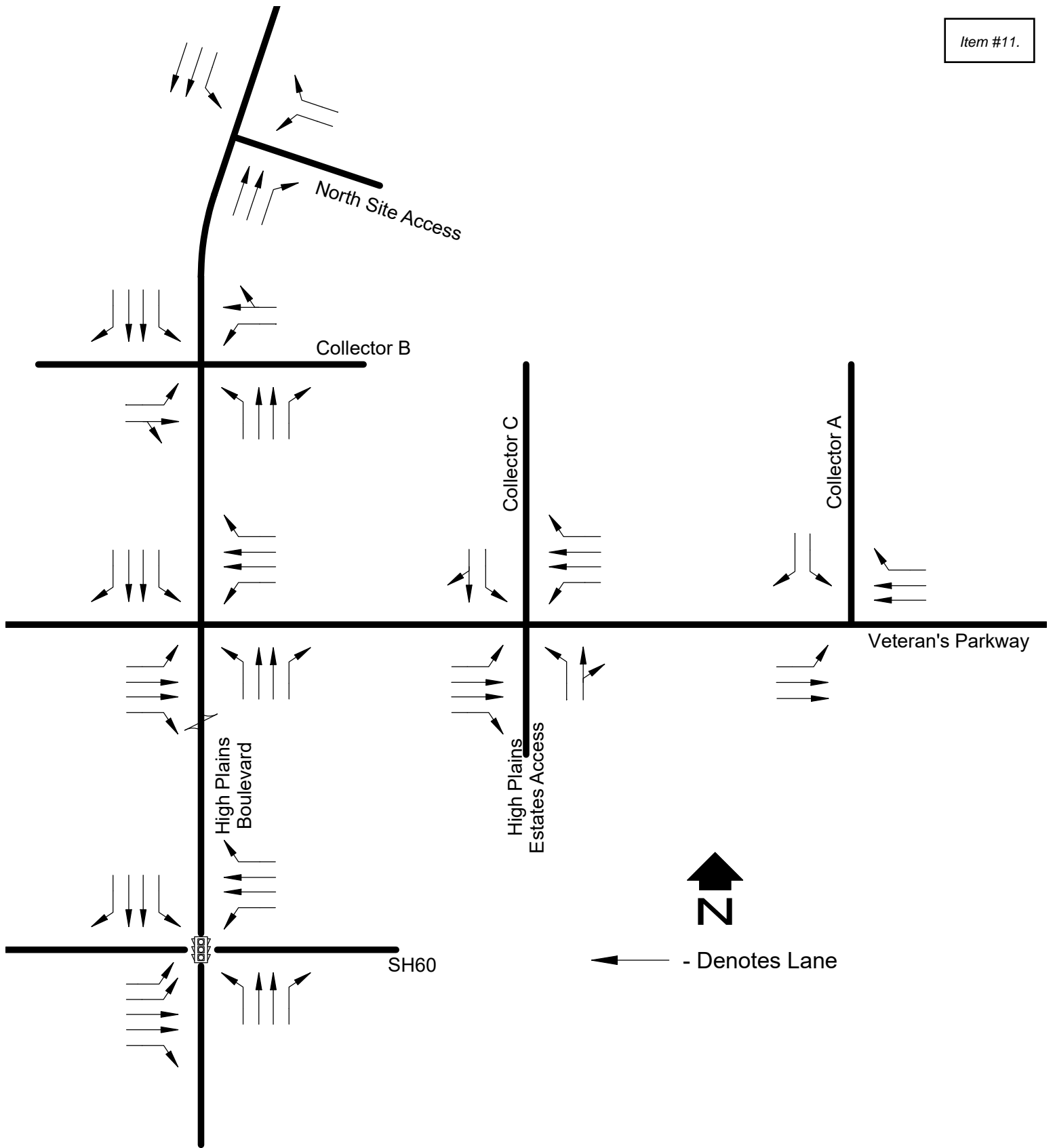
SHORT RANGE (2026) GEOMETRY

Figure 17



MID RANGE (2030) GEOMETRY

Figure 18



LONG RANGE (2040) GEOMETRY

Figure 19

In the mid range (2030) future, no additional auxiliary lanes are required at the SH60/High Plains, High Plains/Veteran's Parkway, and Veteran's Parkway/Collector A intersections. At the Veteran's Parkway/Collector C intersection, eastbound and westbound left-turn deceleration lanes, eastbound and westbound right-turn deceleration lanes, and northbound and southbound left-turn lanes are required.

In the long range (2030) future, it is expected that High Plains Boulevard will have a four lane cross section and continue north of Veteran's Parkway. Veteran's Parkway is also expected to have a four lane cross section. Left-turn and right-turn auxiliary lanes are required at all accesses along High Plains Boulevard and Veteran's Parkway.

Operation Analysis

Operation analyses were performed at the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, Veteran's Parkway/Collector C-High Plains Estates Access, High Plains/Collector B, and High Plains/North Site Access intersections. The operations analyses were conducted for the short range future, reflecting a year 2026 condition, the mid range future, reflecting a year 2030 condition, and a long range future, reflecting a year 2040 condition.

Using the short range (2026) background peak hour traffic volumes (Figure 8), the SH60/High Plains and High Plains/Veteran's Parkway intersections operate as indicated in Table 3. Calculation forms for these analyses are provided in Appendix E. The SH60/High Plains and High Plains/Veteran's Parkway intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours.

Using the mid range (2030) background peak hour traffic volumes (Figure 9), the SH60/High Plains, High Plains/Veteran's Parkway, and Veteran's Parkway/High Plains Estates Access intersections operate as indicated in Table 4. Calculation forms for these analyses are provided in Appendix F. The SH60/High Plains, High Plains/Veteran's Parkway, and Veteran's Parkway/High Plains Estates Access intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours. At the SH60/High Plains intersection, the calculated delay for the afternoon westbound left-turn lane and westbound approach will be commensurate with level of service F and E, respectively.

Using the long range (2040) background peak hour traffic volumes (Figure 10), the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, Veteran's Parkway/Collector C-High Plains Estates Access, High Plains/Collector B, and High Plains/North Site Access SH60/High Plains and High Plains/Veteran's Parkway intersections operate as indicated in Table 5. Calculation forms for these analyses are provided in Appendix G. The key intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours.

TABLE 3
Short Range (2026) Background Peak Hour Operation

Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	B	B
	EB T	B	B
	EB RT	B	A
	EB APPROACH	B	B
	WB LT	C	D
	WB T	C	B
	WB RT	B	B
	WB APPROACH	C	C
	NB LT	C	D
	NB T	B	C
	NB RT	B	C
	NB APPROACH	C	D
	SB LT	B	C
	SB T	B	C
	SB RT	B	C
	SB APPROACH	B	C
OVERALL	C	C	
High Plains/Veteran's Parkway (stop sign)	WB LT	A	A
	NB LT	A	A
	NB RT	A	A
	NB APPROACH	A	A
	OVERALL	A	A

TABLE 4
Mid Range (2030) Background Peak Hour Operation

Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	C	B
	EB T	B	B
	EB RT	B	B
	EB APPROACH	B	B
	WB LT	C	F (173.4 secs)
	WB T	C	C
	WB RT	B	C
	WB APPROACH	C	E (76.4 secs)
	NB LT	C	D
	NB T	B	C
	NB RT	B	C
	NB APPROACH	C	D
	SB LT	B	C
	SB T	B	B
	SB RT	B	A
	SB APPROACH	B	C
OVERALL	C	D	
High Plains/Veteran's Parkway (stop sign)	WB LT	A	A
	NB LT	B	B
	NB RT	A	A
	NB APPROACH	B	B
	OVERALL	A	A
Veteran's Parkway/High Plains Estate Access (stop sign)	WB LT	A	A
	NB LT	A	B
	NB RT	A	A
	NB APPROACH	A	A
	OVERALL	A	A

TABLE 5
Long Range (2040) Background Peak Hour Operation

Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	D	D
	EB T	B	B
	EB RT	A	B
	EB APPROACH	C	C
	WB LT	C	D
	WB T	C	C
	WB RT	B	B
	WB APPROACH	C	C
	NB LT	D	D
	NB T	D	C
	NB RT	C	C
	NB APPROACH	D	D
	SB LT	C	C
	SB T	C	A
	SB RT	C	A
	SB APPROACH	C	B
OVERALL	C	C	
High Plains/Veteran's Parkway (signal)	EB LT	B	B
	EB T	A	B
	EB RT	A	B
	EB APPROACH	B	B
	WB LT	B	C
	WB T	B	C
	WB RT	B	C
	WB APPROACH	B	C
	NB LT	C	B
	NB T	D	C
	NB RT	C	B
	NB APPROACH	D	C
	SB LT	C	B
	SB T	C	A
	SB RT	C	A
	SB APPROACH	C	A
OVERALL	C	B	

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TABLE 5			
Long Range (2040) Background Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
High Plains/Collector B (signal)	EB LT	D	D
	EB T/RT	D	D
	EB APPROACH	D	D
	WB LT	D	D
	WB T/RT	D	D
	WB APPROACH	D	D
	NB LT	A	A
	NB T	A	A
	NB RT	A	A
	NB APPROACH	A	A
	SB LT	A	A
	SB T	A	A
	SB RT	A	A
	SB APPROACH	A	A
OVERALL	A	A	
Veteran's Parkway/High Plains Estates (stop sign)	WB LT	A	A
	NB LT	B	B
	NB RT	A	A
	NB APPROACH	B	B
	OVERALL	A	A
Veteran's Parkway/Collector A- Future Development Access (stop sign)	EB LT	A	A
	WB LT	A	A
	NB LT	B	C
	NB T/RT	A	A
	NB APPROACH	B	B
	SB LT	B	B
	SB T/RT	A	A
	SB APPROACH	B	B
	OVERALL	A	A

Using the short range (2026) total peak hour traffic volumes (Figure 14), the SH60/High Plains, High Plains/Veteran's Parkway, and Veteran's Parkway/Collector A intersections operate as indicated in Table 6. Calculation forms for these analyses are provided in Appendix H. The key intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours

Using the mid range (2030) total peak hour traffic volumes (Figure 15), the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, and Veteran's Parkway/Collector C-High Plains Estates Access intersections operate as indicated in Table 7. Calculation forms for these analyses are provided in Appendix I. The key intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours. At the SH60/High Plains intersection, the calculated delay for the afternoon westbound left-turn lane and westbound approach will be commensurate with level of service F and E, respectively.

Using the long range (2040) total peak hour traffic volumes (Figure 16), the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, Veteran's Parkway/Collector C-High Plains Estates Access, High Plains/Collector B, and High Plains/North Site Access SH60/High Plains and High Plains/Veteran's Parkway intersections operate as indicated in Table 5. Calculation forms for these analyses are provided in Appendix G. The key intersections meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours. At the SH60/High Plains intersection, the calculated delay for the afternoon westbound left-turn lane will be commensurate with level of service E.

Pedestrian/Bicycle Facilities

It is assumed that there will be pedestrian facilities (sidewalks/paths) along the Revere North site. They will connect to future pedestrian facilities on High Plains Boulevard and Veteran's Parkway in the future.

Trip Generation Comparison

The trip generation comparison pertaining to the Revere North to the Great Plains Village Master Traffic Impact Study was requested. The "Great Plains Village Master Transportation Impact Study," dated August 2019 was prepared for this development and was accepted by the Town of Johnstown. The original site plan is shown in Appendix G. In the cited master transportation impact study, this area was proposed as 1,370 residential dwelling units. The trip generation in the Great Plains Village MTIS utilized **Trip Generation, 10th Edition**, ITE, as the reference document. The trip generation for subject Lots was: 11,470 daily trip ends, 910 morning peak hour trip ends, and 1,156 afternoon peak hour trip ends.

TABLE 6			
Short Range (2026) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	B	B
	EB T	B	B
	EB RT	B	A
	EB APPROACH	B	B
	WB LT	C	D
	WB T	C	B
	WB RT	B	B
	WB APPROACH	C	C
	NB LT	C	D
	NB T	B	C
	NB RT	B	C
	NB APPROACH	C	D
	SB LT	B	C
	SB T	B	C
	SB RT	B	C
	SB APPROACH	B	C
OVERALL	C	C	
High Plains/Veteran's Parkway (stop sign)	WB LT	A	A
	NB LT	B	B
	NB RT	A	A
	NB APPROACH	B	B
	OVERALL	A	A
Veteran's Parkway/Collector A (stop sign)	EB LT	A	A
	SB LT	B	B
	SB RT	A	A
	SB APPROACH	A	A
	OVERALL	A	A

TABLE 7			
Mid Range (2030) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	C	D
	EB T	B	B
	EB RT	B	B
	EB APPROACH	B	C
	WB LT	C	F (188.8 secs)
	WB T	C	C
	WB RT	C	C
	WB APPROACH	C	E (79.9 secs)
	NB LT	C	D
	NB T	B	C
	NB RT	B	C
	NB APPROACH	C	D
	SB LT	B	C
	SB T	B	B
	SB RT	B	B
	SB APPROACH	B	B
OVERALL	C	D	
High Plains/Veteran's Parkway (stop sign)	WB LT	A	A
	NB LT	C	C
	NB RT	A	B
	NB APPROACH	B	B
	OVERALL	A	A
Veteran's Parkway/Collector C (stop sign)	EB LT	A	A
	WB LT	A	A
	NB LT	B	C
	NB T/RT	A	B
	NB APPROACH	B	C
	SB LT	B	C
	SB T/RT	B	A
	SB APPROACH	B	B
	OVERALL	A	A
Veteran's Parkway/Collector A (stop sign)	EB LT	A	A
	SB LT	B	C
	SB RT	A	A
	SB APPROACH	A	B
	OVERALL	A	A

TABLE 8 Long Range (2040) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
SH60/High Plains (signal)	EB LT	D	D
	EB T	B	B
	EB RT	A	B
	EB APPROACH	C	C
	WB LT	C	E (58.7 secs)
	WB T	C	C
	WB RT	B	C
	WB APPROACH	C	C
	NB LT	D	D
	NB T	D	D
	NB RT	C	C
	NB APPROACH	D	D
	SB LT	C	C
	SB T	C	B
	SB RT	D	B
	SB APPROACH	C	B
OVERALL	C	C	
High Plains/Veteran's Parkway (signal)	EB LT	B	B
	EB T	B	B
	EB RT	A	B
	EB APPROACH	B	B
	WB LT	B	C
	WB T	B	C
	WB RT	B	C
	WB APPROACH	B	C
	NB LT	C	B
	NB T	D	C
	NB RT	C	B
	NB APPROACH	D	C
	SB LT	C	B
	SB T	C	A
	SB RT	C	A
	SB APPROACH	C	A
OVERALL	C	B	

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TABLE 8			
Long Range (2040) Total Peak Hour Operation			
Intersection	Movement	Level of Service	
		AM	PM
High Plains/Collector B (signal)	EB LT	D	D
	EB T/RT	C	D
	EB APPROACH	D	D
	WB LT	D	D
	WB T/RT	D	D
	WB APPROACH	D	D
	NB LT	A	A
	NB T	A	A
	NB RT	A	A
	NB APPROACH	A	A
	SB LT	A	A
	SB T	A	A
	SB RT	A	A
	SB APPROACH	A	A
OVERALL	B	A	
High Plains/North Site Access (stop sign)	WB LT	C	C
	WB RT	B	B
	WB APPROACH	C	B
	SB LT	B	A
	OVERALL	A	A
Veteran's Parkway/Collector C- High Plains Estates (stop sign)	EB LT	A	A
	WB LT	A	A
	NB LT	C	D
	NB RT	A	B
	NB APPROACH	C	D
	SB LT	C	C
	SB T/RT	B	B
	SB APPROACH	B	B
OVERALL	A	A	
Veteran's Parkway/Collector A- Future Development Access (stop sign)	EB LT	A	A
	WB LT	A	A
	NB LT	C	D
	NB T/RT	A	B
	NB APPROACH	C	D
	SB LT	C	D
	SB T/RT	B	A
	SB APPROACH	C	C
OVERALL	A	A	

The Revere North development will consist of all residential. The calculated trip generation for the Revere North is: 9,256 daily trip ends, 643 morning peak hour trip ends, and 842 afternoon peak hour trip ends. This is a decrease of 2,214 daily trip ends, 267 morning peak hour trip ends, and 314 afternoon peak hour trip ends compared to the cited TIS. From the foregoing analyses, it is concluded that the trip generation for the proposed Revere North will be significantly less than in the cited MTIS.

IV. CONCLUSIONS

This study assessed the impacts of Revere North on the street system in the vicinity of the proposed development in the short range (2026), mid range (2030), and long range (2040) futures. As a result of this analysis, the following is concluded:

- The development of the Revere North is feasible from a traffic engineering standpoint. Table 2 shows the expected trip generation on a daily and peak hour basis for full development of Revere North. Phase 1, short range (2026) trip generation of the Revere North resulted in 2,850 daily trip ends, 203 morning peak hour trip ends, and 274 afternoon peak hour trip ends. Phase 1 and 2, mid range (2030) trip generation of the Revere North resulted in 4,948 daily trip ends, 352 morning peak hour trip ends, and 473 afternoon peak hour trip ends. The total, long range (2040) trip generation of the Revere North resulted in 9,256 daily trip ends, 643 morning peak hour trip ends, and 842 afternoon peak hour trip ends.
- Currently, the SH60/High Plains intersection is currently operating acceptably with existing control and geometry in the morning and afternoon peak hours.
- The SH60/High Plains intersection will meet the peak hour signal warrants in the short range (2026) future. The High Plains/Veteran's Parkway and High Plains/Collector B will meet the peak hour signal warrants in the long range (2040) future.
- In the short range (2025) future, given development of the Revere North and an increase in background traffic, the SH60/High Plains, High Plains/Veteran's Parkway, and Veteran's Parkway/Collector A intersections will meet the Town of Johnstown LOS standard with the proposed control and geometry in the morning and afternoon peak hours.
- In the mid range (2030) future, given development of the Revere North and an increase in background traffic, the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, and Veteran's Parkway/Collector C-High Plains Estates Access intersections will meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours. At the SH60/High Plains intersection, the calculated delay for the afternoon westbound left-turn lane and westbound approach will be commensurate with level of service F and E, respectively.
- In the long range (2040) future, given development of the Revere North and an increase in background traffic, the SH60/High Plains, High Plains/Veteran's Parkway, Veteran's Parkway/Collector A, Veteran's Parkway/Collector C-High Plains Estates Access, High Plains/Collector B, and High Plains/North Site Access SH60/High Plains and High Plains/Veteran's Parkway intersections will meet the Town of Johnstown LOS standard with proposed control and geometry in the morning and afternoon peak hours. At the SH60/High Plains intersection,

the calculated delay for the afternoon westbound left-turn lane and westbound approach will be commensurate with level of service F and E, respectively. At the High Plains/Veteran's Parkway intersection, the calculated delay for the afternoon westbound left-turn lane and westbound approach will be commensurate with level of service F and E, respectively.

- Figure 17, 18 and 19 shows the respective short range (2026), mid range (2030), and long range (2040) at the key intersection.

APPENDIX A

Attachment A Transportation Impact Study Base Assumptions

Project Information		
Project Name <u>REVERE NORTH, JOHNSTOWN</u>		
Project Location <u>NORTH OF WCR 50 (VETERANS PKWY), EAST OF HIGH PLAINS</u>		
TIS Assumptions		
Type of Study	Full: <u>YES</u>	Intermediate: <u>NO</u>
	MTIS: <u>NO</u>	Memo: <u>NO</u>
Study Area Boundaries	North: <u>SITE ACCESS</u>	South: <u>VETERANS PKWY</u>
	East: <u>SITE ACCESS</u>	West: <u>HIGH PLAINS BLVD</u>
Study Years	Short Range: <u>2028</u>	Long Range: <u>2040</u>
Future Traffic Growth Rate	<u>2% / YEAR PLUS OTHER KNOWN / APPROVED TIS</u>	
Study Intersections	1. All access drives (3)	5. <u>HIGH PLAINS / SITE (FUTURE)</u>
	2. <u>VETERANS / EAST ACCESS</u>	
	3. <u>VETERANS / WEST ACCESS</u>	
	4. <u>VETERANS / HIGH PLAINS</u>	
Time Period for Study	<u>AM: 7:00-9:00</u> <u>PM: 4:00-6:00</u>	Sat Noon: <u>NO</u>
Trip Generation Rates	<u>PER T.G. 10th EDITION (ATTACHED)</u>	
Trip Adjustment Factors	Passby: <u>N/A</u>	Captive Market: <u>N/A</u>
Overall Trip Distribution	<u>SEE ATTACHED SKETCH</u>	
Mode Split Assumptions	<u>N/A</u>	
Design Vehicle Information		
Committed Roadway Improvements	<u>NOT AWARE OF ANY (TOWN PROVIDE)</u>	
Other Traffic Studies	<ul style="list-style-type: none"> • <u>REVERE AT JOHNSTOWN, FILING 1 (WE HAVE)</u> • <u>DEVELOPMENT IN SE QUADRANT OF VETERANS / HIGH PLAINS - NEED TIS OR INFO</u> 	
Areas Requiring Special Study	<ul style="list-style-type: none"> • <u>OTHERS ?</u> 	

Date: SEPTEMBER 27, 2021

Traffic Engineer: DELICH ASSOCIATES

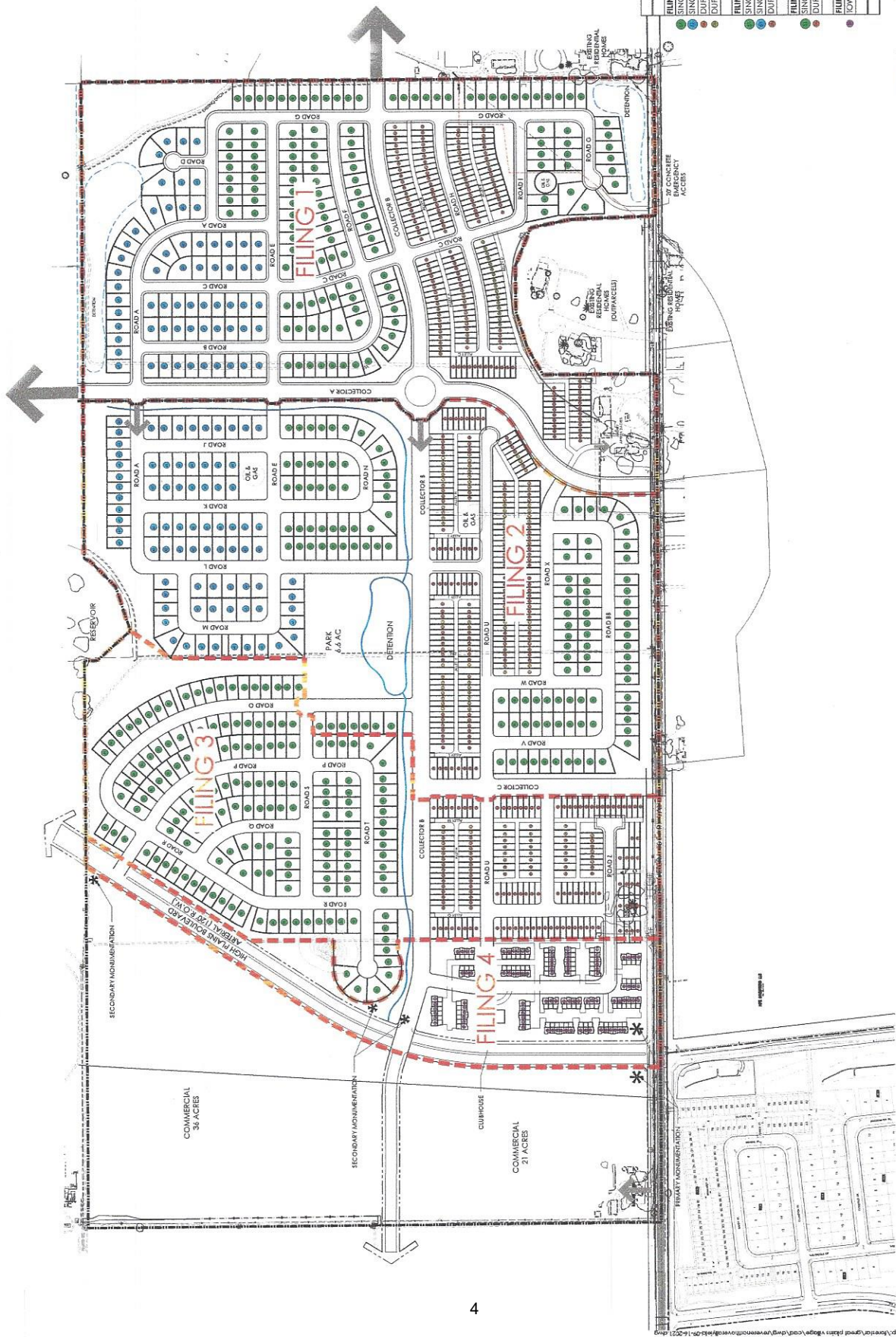
Local Entity Engineer: _____

2169 BAF

REVERE NORTH

Trip Generation

Code	Use	Size	AWDTE		AM Peak Hour				PM Peak Hour			
			Rate	Trips	Rate	In	Rate	Out	Rate	In	Rate	Out
<u>FILING 1</u>												
210	S.F. DETACHED	193 DU	EQ	1904	EQ	36	EQ	106	EQ	120	EQ	71
210	S.F. DUPLEX	164 DU	EQ	1640	EQ	30	EQ	91	EQ	103	EQ	60
				3544		66		197		223		131
<u>FILING 2</u>												
210	S.F. DETACHED	203 DU	EQ	1994	EQ	37	EQ	112	EQ	126	EQ	74
210	S.F. DUPLEX	190 DU	EQ	1876	EQ	35	EQ	105	EQ	118	EQ	70
				3870		72		217		244		144
<u>FILING 3</u>												
210	S.F. DETACHED	156 DU	EQ	1566	EQ	29	EQ	87	EQ	98	EQ	58
210	S.F. DUPLEX	156 DU	EQ	1566	EQ	29	EQ	87	EQ	98	EQ	58
				3132		58		174		196		116
<u>FILING 4</u>												
220	TOWNHOMES	94 DU	EQ	670	EQ	10	EQ	35	EQ	35	EQ	21
<u>TOTAL</u>					11,216		206		623		698	412



REVERE NORTH DEVELOPMENT SUMMARY

LAND USE	UNITS	% UNITS
FILING 1		
SINGLE FAMILY DETACHED - 51x110	130	34.2%
SINGLE FAMILY DETACHED - 61x110	63	17.6%
DUPLEX - 25x100	148	41.5%
DUPLEX - 25x65	16	4.5%
SUBTOTAL	357	100.0%
FILING 2		
SINGLE FAMILY DETACHED - 51x110	123	31.3%
SINGLE FAMILY DETACHED - 61x110	60	20.4%
DUPLEX - 25x100	190	48.3%
SUBTOTAL	373	100.0%
FILING 3		
SINGLE FAMILY DETACHED - 51x110	156	65.0%
DUPLEX - 25x100	15	6.0%
SUBTOTAL	312	100.0%
FILING 4		
TOWNHOMES	94	100.0%
SUBTOTAL	94	100.0%
TOTAL	1,156	100.0%

Scale: 1"=200'-0"

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SEPTEMBER 2021

Item #11.

terracedesign
10306 E. Colorado Ave., Ste. A-314
DENVER, CO 80231
PH: 303.432.8871

REVERE NORTH
FILING PLAN



FORESTAR
 REVERE FRAMEWORK PLAN

terracedesign
 Scale: 1" = 400'-0"
 0 100 200 300

SHORT RANGE/MID RANGE TRIP DISTRIBUTION



FORESTAR
REVERE FRAMEWORK PLAN

terraccina design
10300 E. Grand Ave., Ste. 404
Denver, CO 80231
PH: 303.822.0577



Scale: 1" = 400'-0"



LONG RANGE TRIP DISTRIBUTION

APPENDIX B

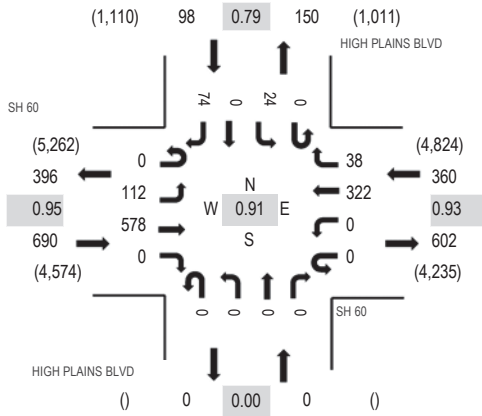


(303) 216-2439
www.alltrafficdata.net

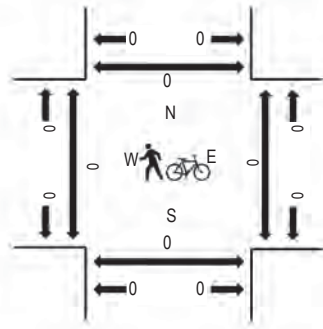
Location: 2 HIGH PLAINS BLVD & SH 60 AM
Date: Wednesday, May 13, 2020
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

Item #11.

Peak Hour - All Vehicles



Peak Hour - Pedestrians/Bicycles on Crosswalk



Note: Total study counts contained in parentheses.

Traffic Counts

Interval Start Time	SH 60 Eastbound				SH 60 Westbound			HIGH PLAINS BLVD Northbound			HIGH PLAINS BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings				
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru Right	U-Turn	Left	Thru Right	U-Turn	Left	Thru	Right			West	East	South North		
6:30 AM	0	2	37	0	0	0	122	4	0	0	0	0	5	0	33	203	901	0	0	0	0
6:45 AM	0	2	43	0	0	0	128	3	0	0	0	0	8	0	18	202	964	0	0	0	0
7:00 AM	0	2	39	0	0	0	165	0	0	0	0	0	20	0	30	256	955	0	0	0	0
7:15 AM	0	3	37	0	0	0	157	6	0	0	0	0	7	0	30	240	928	0	0	0	0
7:30 AM	0	5	52	0	0	0	162	7	0	0	0	0	3	0	37	266	913	0	0	0	0
7:45 AM	0	2	42	0	0	0	111	7	0	0	0	0	6	0	25	193	851	0	0	0	0
8:00 AM	0	10	66	0	0	0	114	7	0	0	0	0	8	0	24	229	852	0	0	0	0
8:15 AM	0	9	64	0	0	0	109	7	0	0	0	0	17	0	19	225	805	0	0	0	0
8:30 AM	0	11	40	0	0	0	125	8	0	0	0	0	5	0	15	204	741	0	0	0	0
8:45 AM	0	7	61	0	0	0	94	13	0	0	0	0	7	0	12	194	702	0	0	0	0
9:00 AM	0	8	49	0	0	0	99	3	0	0	0	0	5	0	18	182	678	0	0	0	0
9:15 AM	0	6	47	0	0	0	87	5	0	0	0	0	3	0	13	161	644	0	0	0	0
9:30 AM	0	7	48	0	0	0	93	2	0	0	0	0	1	0	14	165	674	0	0	0	0
9:45 AM	0	9	61	0	0	0	74	3	0	0	0	0	3	0	20	170	687	0	0	0	0
10:00 AM	0	4	54	0	0	0	69	4	0	0	0	0	4	0	13	148	682	0	0	0	0
10:15 AM	0	11	70	0	0	0	86	7	0	0	0	0	4	0	13	191	736	0	0	0	0
10:30 AM	0	8	52	0	0	0	96	4	0	0	0	0	7	0	11	178	730	0	0	0	0
10:45 AM	0	5	62	0	0	0	75	4	0	0	0	0	8	0	11	165	749	0	0	0	0
11:00 AM	0	14	65	0	0	0	105	7	0	0	0	0	2	0	9	202	762	0	0	0	0
11:15 AM	0	15	57	0	0	0	82	6	0	0	0	0	7	0	18	185	749	0	0	0	0
11:30 AM	0	9	73	0	0	0	88	5	0	0	0	0	6	0	16	197	760	0	0	0	0
11:45 AM	0	12	71	0	0	0	75	4	0	0	0	0	3	0	13	178	764	0	0	0	0
12:00 PM	0	8	64	0	0	0	88	8	0	0	0	0	6	0	15	189	771	0	0	0	0
12:15 PM	0	9	68	0	0	0	90	10	0	0	0	0	7	0	12	196	773	0	0	0	0
12:30 PM	0	20	84	0	0	0	75	7	0	0	0	0	6	0	9	201	781	0	0	0	0
12:45 PM	0	15	77	0	0	0	76	5	0	0	0	0	4	0	8	185	778	0	0	0	0
1:00 PM	0	20	61	0	0	0	83	11	0	0	0	0	6	0	10	191	771	0	0	0	0
1:15 PM	0	14	74	0	0	0	88	5	0	0	0	0	3	0	20	204	778	0	0	0	0
1:30 PM	0	14	81	0	0	0	78	9	0	0	0	0	5	0	11	198	802	0	0	0	0
1:45 PM	0	4	79	0	0	0	74	5	0	0	0	0	3	0	13	178	818	0	0	0	0
2:00 PM	0	13	86	0	0	0	72	6	0	0	0	0	7	0	14	198	857	0	0	0	0
2:15 PM	0	19	90	0	0	0	96	5	0	0	0	0	10	0	8	228	889	0	0	0	0
2:30 PM	0	16	97	0	0	0	73	10	0	0	0	0	6	0	12	214	920	0	0	0	0
2:45 PM	0	12	94	0	0	0	78	11	0	0	0	0	12	0	10	217	964	0	0	0	0
3:00 PM	0	15	105	0	0	0	80	8	0	0	0	0	8	0	14	230	1,019	0	0	0	0

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3:15 PM	0	31	107	0	0	0	85	10	0	0	0	0	0	13	0	13	259	1,080	0	0	0	0
3:30 PM	0	14	110	0	0	0	89	15	0	0	0	0	0	11	0	19	258	1,082	0	0	0	0
3:45 PM	0	19	134	0	0	0	87	16	0	0	0	0	0	4	0	12	272	1,106	0	0	0	0
4:00 PM	0	21	126	0	0	0	109	7	0	0	0	0	0	8	0	20	291	1,077	0	0	0	0
4:15 PM	0	25	107	0	0	0	97	6	0	0	0	0	0	6	0	20	261	1,100	0	0	0	0
4:30 PM	0	23	136	0	0	0	90	4	0	0	0	0	0	12	0	17	282	1,121	0	0	0	0
4:45 PM	0	28	107	0	0	0	74	13	0	0	0	0	0	6	0	15	243	1,132	0	0	0	0
5:00 PM	0	31	151	0	0	0	89	12	0	0	0	0	0	9	0	22	314	1,148	0	0	0	0
5:15 PM	0	31	145	0	0	0	76	6	0	0	0	0	0	4	0	20	282	1,104	0	0	0	0
5:30 PM	0	27	147	0	0	0	84	14	0	0	0	0	0	4	0	17	293	1,083	0	0	0	0
5:45 PM	0	23	135	0	0	0	73	6	0	0	0	0	0	7	0	15	259		0	0	0	0
6:00 PM	0	27	127	0	0	0	77	17	0	0	0	0	0	5	0	17	270		0	0	0	0
6:15 PM	0	20	132	0	0	0	76	9	0	0	0	0	0	10	0	14	261		0	0	0	0
Count Total	0	660	3,914	0	0	0	4,473	351	0	0	0	0	0	321	0	789	10,508		0	0	0	0
Peak Hour	0	112	578	0	0	0	322	38	0	0	0	0	0	24	0	74	1,148		0	0	0	0

APPENDIX C

HCM 6th TWSC
3: SH60 & High Plains

Item #11.

recent am

Intersection

Int Delay, s/veh	2.5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↗	↗	↘	↘	↘
Traffic Vol, veh/h	27	233	516	29	35	109
Future Vol, veh/h	27	233	516	29	35	109
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250	-	-	250	250	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	274	607	34	41	128

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	641	0	0	945	607
Stage 1	-	-	-	607	-
Stage 2	-	-	-	338	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	943	-	-	291	496
Stage 1	-	-	-	544	-
Stage 2	-	-	-	722	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	943	-	-	281	496
Mov Cap-2 Maneuver	-	-	-	400	-
Stage 1	-	-	-	526	-
Stage 2	-	-	-	722	-

Approach	EB	WB	SB
HCM Control Delay, s	0.9	0	14.8
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	943	-	-	-	400	496
HCM Lane V/C Ratio	0.034	-	-	-	0.103	0.259
HCM Control Delay (s)	9	-	-	-	15	14.8
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.1	-	-	-	0.3	1

HCM 6th TWSC
3: SH60 & High Plains

Intersection

Int Delay, s/veh 2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↗	↗	↘	↘	↘
Traffic Vol, veh/h	116	601	335	40	25	77
Future Vol, veh/h	116	601	335	40	25	77
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	250	-	-	250	250	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	136	707	394	47	29	91

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	441	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1119	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1119	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	1.4	0	13.6
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1119	-	-	-	266	655
HCM Lane V/C Ratio	0.122	-	-	-	0.111	0.138
HCM Control Delay (s)	8.7	-	-	-	20.2	11.4
HCM Lane LOS	A	-	-	-	C	B
HCM 95th %tile Q(veh)	0.4	-	-	-	0.4	0.5

UNSIGNALIZED INTERSECTIONS

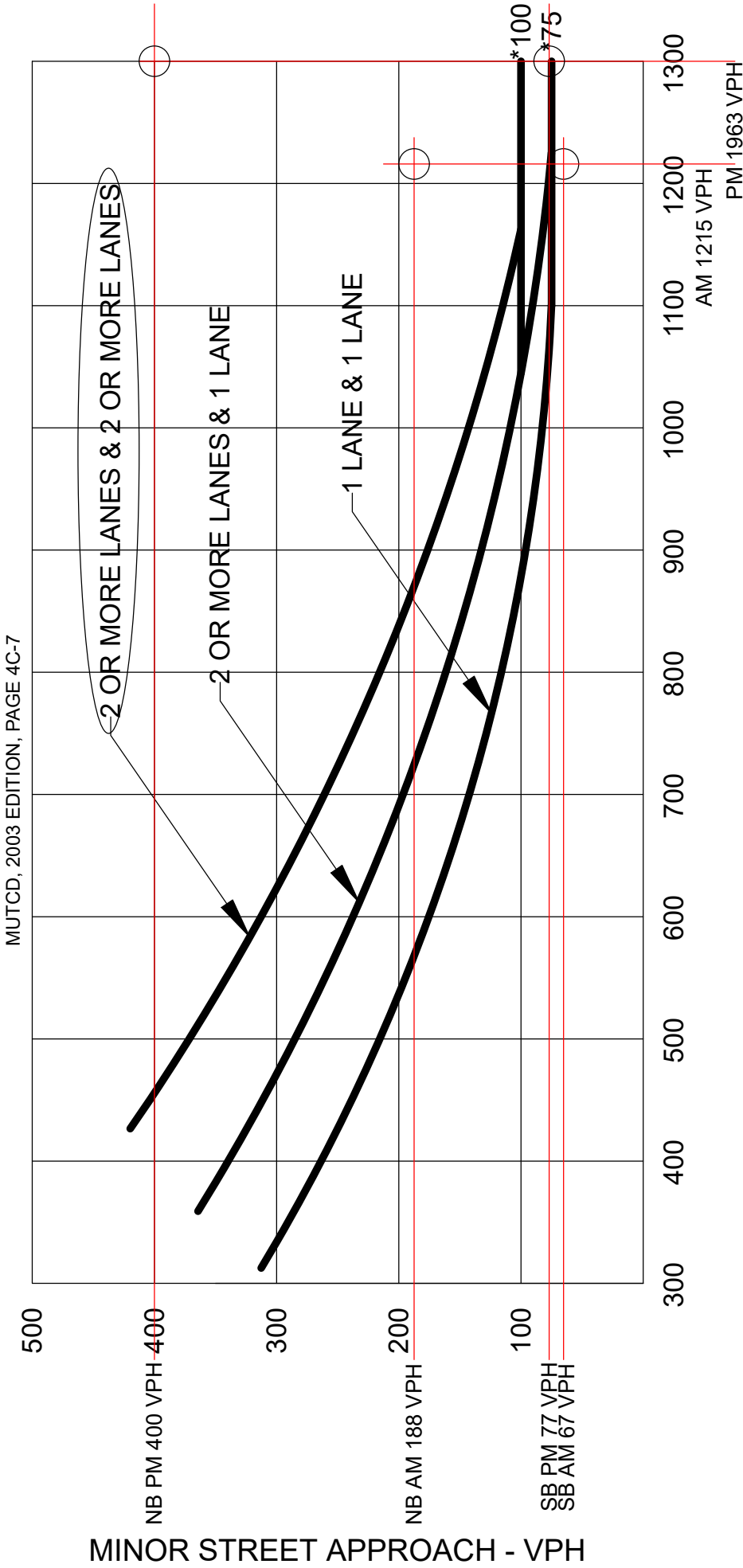
Level-of-Service	Average Total Delay sec/veh
A	≤ 10
B	> 10 and ≤ 15
C	> 15 and ≤ 25
D	> 25 and ≤ 35
E	> 35 and ≤ 50
F	> 50

SIGNALIZED INTERSECTIONS

Level-of-Service	Average Total Delay sec/veh
A	≤ 10
B	> 10 and ≤ 20
C	> 20 and ≤ 35
D	> 35 and ≤ 55
E	> 55 and ≤ 80
F	> 80

APPENDIX D

**FIGURE 4C-4. WARRANT 3, PEAK HOUR (70% FACTOR)
 (COMMUNITY LESS THAN 10,000 POPULATION OR
 ABOVE 70 KM/H (40 MPH) ON MAJOR STREET)**

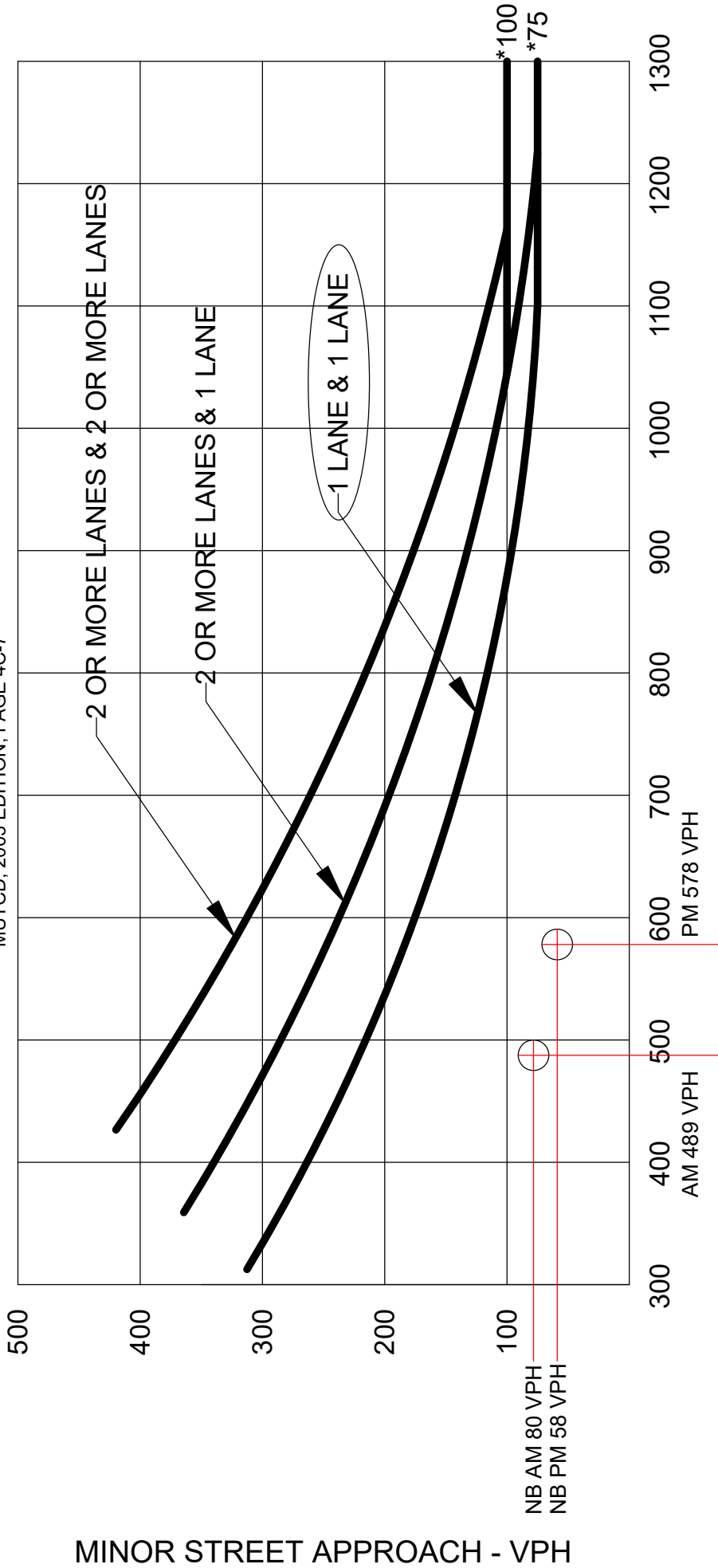


MAJOR STREET - TOTAL OF BOTH APPROACH - VEHICLES PER HOUR (VPH)

*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

**FIGURE 4C-4. WARRANT 3, PEAK HOUR (70% FACTOR)
 (COMMUNITY LESS THAN 10,000 POPULATION OR
 ABOVE 70 KM/H (40 MPH) ON MAJOR STREET)**

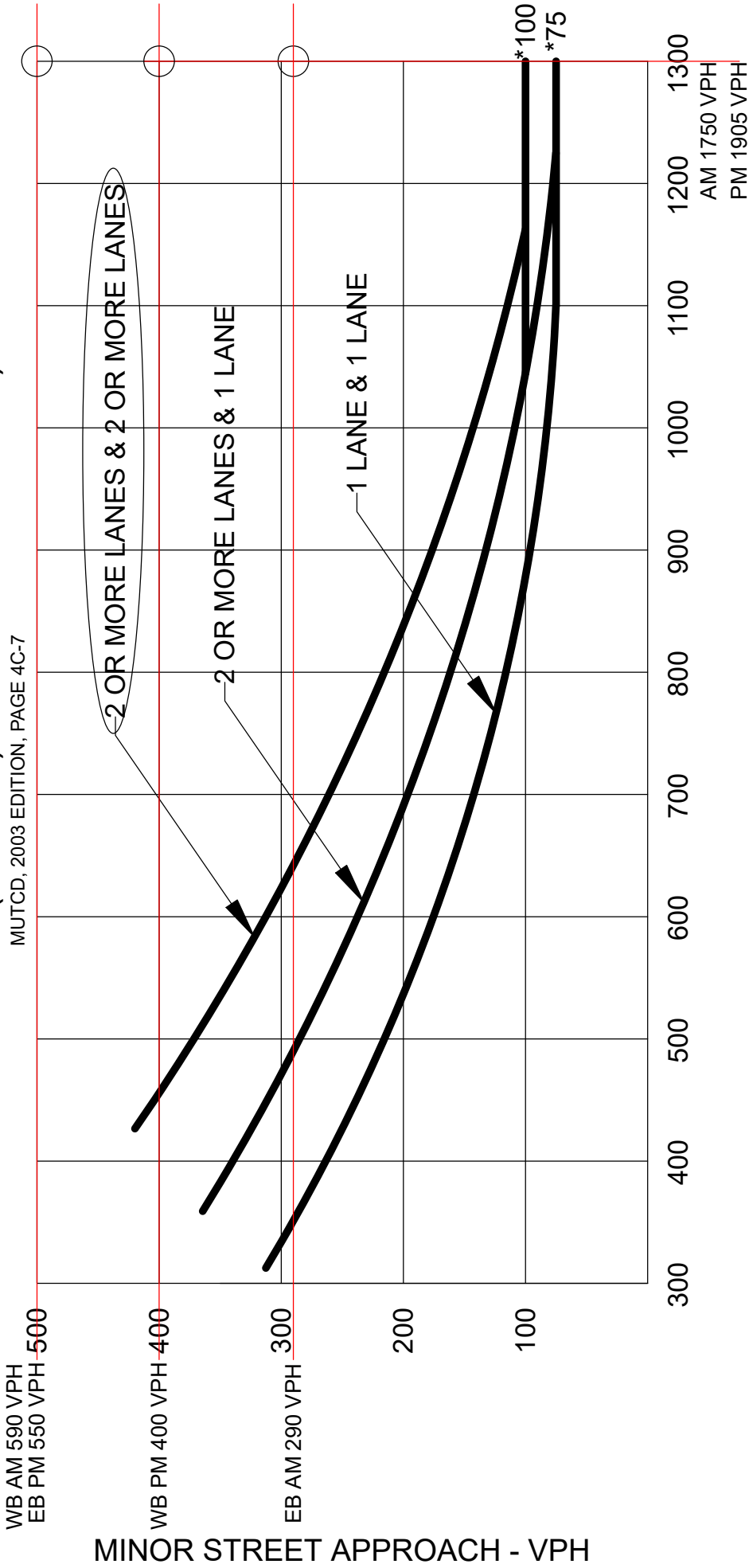
MUTCD, 2003 EDITION, PAGE 4C-7



**MAJOR STREET - TOTAL OF BOTH APPROACH -
 VEHICLES PER HOUR (VPH)**

*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

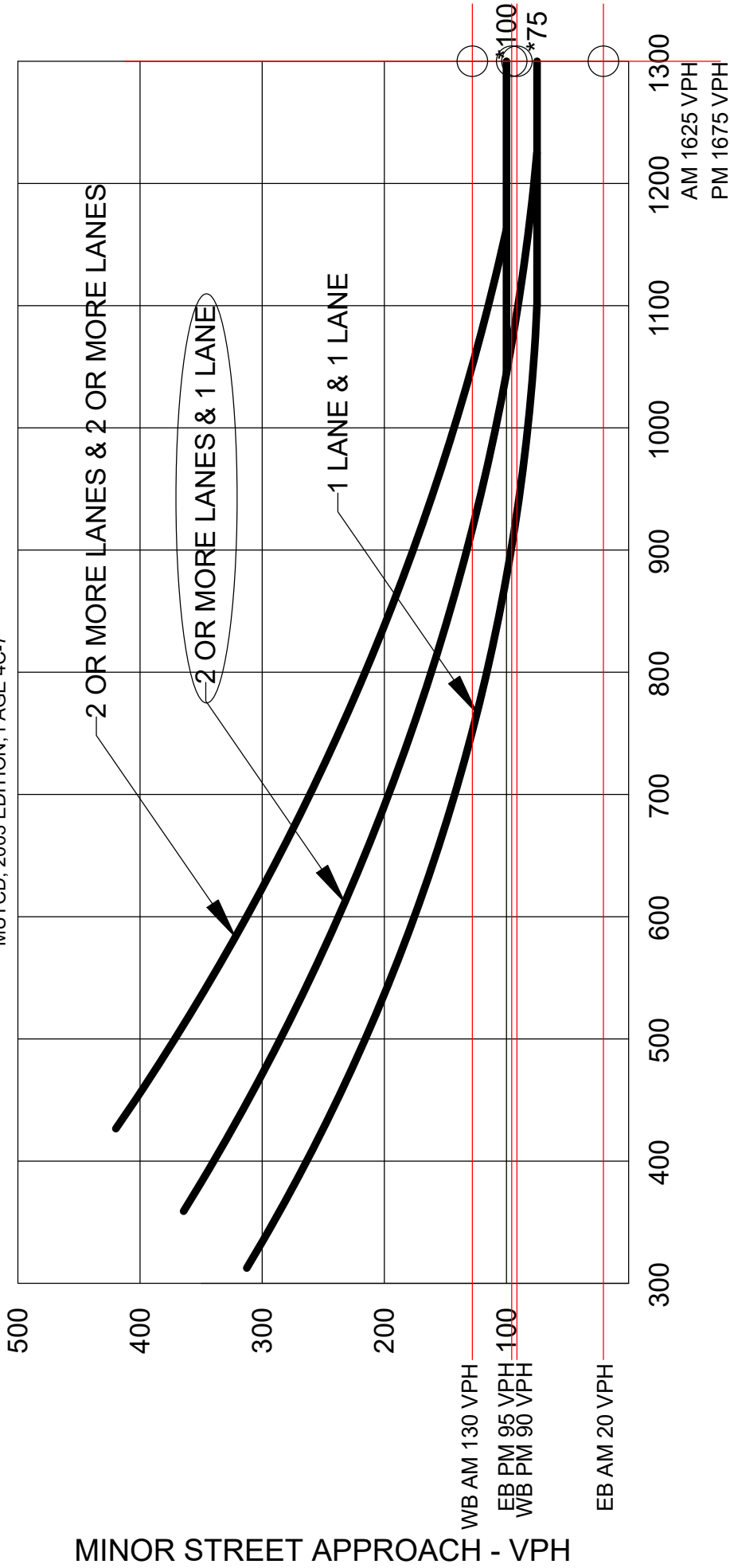
**FIGURE 4C-4. WARRANT 3, PEAK HOUR (70% FACTOR)
 (COMMUNITY LESS THAN 10,000 POPULATION OR
 ABOVE 70 KM/H (40 MPH) ON MAJOR STREET)**



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

**FIGURE 4C-4. WARRANT 3, PEAK HOUR (70% FACTOR)
 (COMMUNITY LESS THAN 10,000 POPULATION OR
 ABOVE 70 KM/H (40 MPH) ON MAJOR STREET)**

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**MAJOR STREET - TOTAL OF BOTH APPROACH -
 VEHICLES PER HOUR (VPH)**

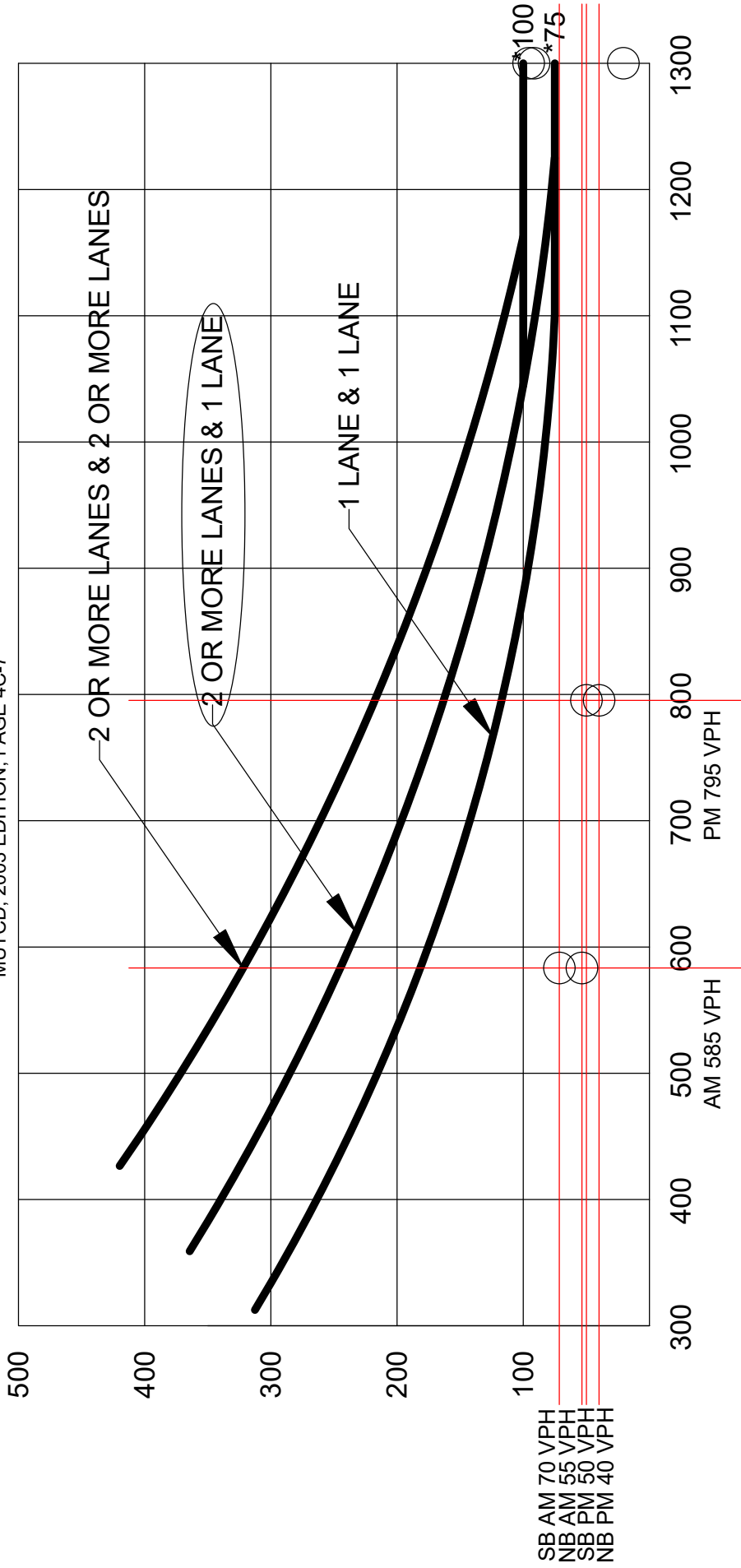
*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Item #11.

LONG RANGE (2040) TOTAL PEAK HOUR WARRANT AT HIGH PLAINS/COLLECTOR B

**FIGURE 4C-4. WARRANT 3, PEAK HOUR (70% FACTOR)
 (COMMUNITY LESS THAN 10,000 POPULATION OR
 ABOVE 70 KM/H (40 MPH) ON MAJOR STREET)**

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**MAJOR STREET - TOTAL OF BOTH APPROACH -
 VEHICLES PER HOUR (VPH)**

*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Item #11.

LONG RANGE (2040) TOTAL PEAK HOUR WARRANT AT VETERAN'S PARKWAY/COLLECTOR




























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APPENDIX E

HCM 6th Signalized Intersection Summary

3: High Plains Blvd & SH60

Short Background AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 						 	
Traffic Volume (veh/h)	46	301	26	209	598	35	173	12	14	51	16	171
Future Volume (veh/h)	46	301	26	209	598	35	173	12	14	51	16	171
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	54	354	6	246	704	6	204	14	5	60	19	6
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	318	1663	742	467	1339	597	552	634	537	622	808	685
Arrive On Green	0.04	0.47	0.47	0.00	0.38	0.38	0.00	0.34	0.34	0.04	0.43	0.43
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	54	354	6	246	704	6	204	14	5	60	19	6
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	1.6	5.3	0.2	0.1	13.9	0.2	0.1	0.4	0.2	1.9	0.5	0.2
Cycle Q Clear(g_c), s	1.6	5.3	0.2	0.1	13.9	0.2	0.1	0.4	0.2	1.9	0.5	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	318	1663	742	467	1339	597	552	634	537	622	808	685
V/C Ratio(X)	0.17	0.21	0.01	0.53	0.53	0.01	0.37	0.02	0.01	0.10	0.02	0.01
Avail Cap(c_a), veh/h	393	1663	742	791	1339	597	757	634	537	654	808	685
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.1	14.1	12.8	22.9	21.8	17.5	23.0	19.8	19.7	16.6	14.7	14.6
Incr Delay (d2), s/veh	0.2	0.3	0.0	0.9	0.4	0.0	0.4	0.1	0.0	0.1	0.1	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	2.1	0.1	4.2	5.6	0.1	3.3	0.2	0.1	0.8	0.2	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	16.3	14.4	12.8	23.8	22.2	17.6	23.4	19.9	19.8	16.6	14.7	14.6
LnGrp LOS	B	B	B	C	C	B	C	B	B	B	B	B
Approach Vol, veh/h		414			956			223			85	
Approach Delay, s/veh		14.7			22.6			23.1			16.1	
Approach LOS		B			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	46.6	0.0	43.4	8.2	38.4	8.4	35.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	19.5	10.5	25.5	7.5	28.5	5.5	30.5				
Max Q Clear Time (g_c+I1), s	0.0	7.3	0.0	2.2	3.6	15.9	3.9	0.0				
Green Ext Time (p_c), s	0.0	1.7	0.0	0.0	0.0	3.9	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			20.4									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

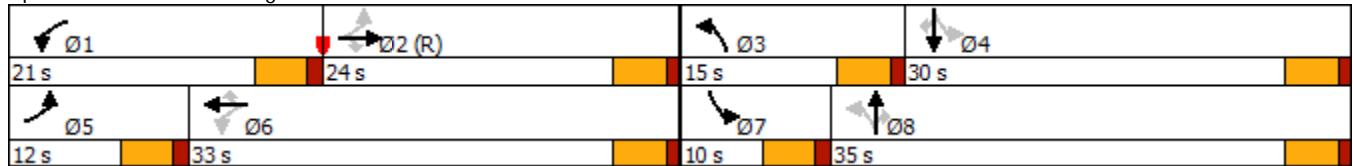
Short Background AM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	21	24	15	30	12	33	10	35
Maximum Split (%)	23.3%	26.7%	16.7%	33.3%	13.3%	36.7%	11.1%	38.9%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	35	56	80	5	35	47	80	0
End Time (s)	56	80	5	35	47	80	0	35
Yield/Force Off (s)	51.5	75.5	0.5	30.5	42.5	75.5	85.5	30.5
Yield/Force Off 170(s)	51.5	64.5	0.5	19.5	42.5	64.5	85.5	19.5
Local Start Time (s)	69	0	24	39	69	81	24	34
Local Yield (s)	85.5	19.5	34.5	64.5	76.5	19.5	29.5	64.5
Local Yield 170(s)	85.5	8.5	34.5	53.5	76.5	8.5	29.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 56 (62%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Short Background AM




























												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	54	354	31	246	704	41	204	14	16	60	19	201
v/c Ratio	0.19	0.39	0.05	0.52	0.57	0.06	0.34	0.02	0.02	0.12	0.04	0.32
Control Delay	16.8	30.2	0.2	20.2	27.1	0.2	17.3	20.1	0.1	15.3	23.7	3.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	16.8	30.2	0.2	20.2	27.1	0.2	17.3	20.1	0.1	15.3	23.7	3.6
Queue Length 50th (ft)	17	88	0	86	176	0	70	5	0	19	8	0
Queue Length 95th (ft)	36	127	0	131	221	0	109	17	0	39	23	26
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	298	897	577	512	1228	668	602	672	687	510	538	625
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.18	0.39	0.05	0.48	0.57	0.06	0.34	0.02	0.02	0.12	0.04	0.32

Intersection Summary

HCM 6th Signalized Intersection Summary

3: High Plains Blvd & SH60

Short Background PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 						 	
Traffic Volume (veh/h)	185	972	124	257	370	55	355	45	114	41	36	118
Future Volume (veh/h)	185	972	124	257	370	55	355	45	114	41	36	118
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	203	1068	5	282	407	5	390	49	5	45	40	6
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	583	2052	915	290	1617	721	407	447	379	435	603	511
Arrive On Green	0.07	0.58	0.58	0.00	0.46	0.46	0.00	0.24	0.24	0.03	0.32	0.32
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	203	1068	5	282	407	5	390	49	5	45	40	6
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	5.2	16.3	0.1	0.1	6.3	0.2	0.1	1.8	0.2	1.6	1.3	0.2
Cycle Q Clear(g_c), s	5.2	16.3	0.1	0.1	6.3	0.2	0.1	1.8	0.2	1.6	1.3	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	583	2052	915	290	1617	721	407	447	379	435	603	511
V/C Ratio(X)	0.35	0.52	0.01	0.97	0.25	0.01	0.96	0.11	0.01	0.10	0.07	0.01
Avail Cap(c_a), veh/h	583	2052	915	674	1617	721	712	447	379	622	603	511
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	10.8	11.5	8.1	31.6	15.1	13.4	36.0	26.8	26.2	23.0	21.1	20.7
Incr Delay (d2), s/veh	0.4	0.9	0.0	18.8	0.1	0.0	16.0	0.5	0.1	0.1	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	6.1	0.0	7.7	2.5	0.1	10.4	0.9	0.1	0.7	0.6	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	11.1	12.4	8.1	50.3	15.2	13.4	52.0	27.3	26.2	23.1	21.3	20.8
LnGrp LOS	B	B	A	D	B	B	D	C	C	C	C	C
Approach Vol, veh/h		1276			694			444			91	
Approach Delay, s/veh		12.2			29.4			49.0			22.2	
Approach LOS		B			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	56.5	0.0	33.5	11.0	45.5	7.5	26.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	19.5	18.5	15.5	18.5	6.5	31.5	12.5	21.5				
Max Q Clear Time (g_c+I1), s	0.0	18.3	0.0	2.2	7.2	8.3	3.6	0.0				
Green Ext Time (p_c), s	0.0	0.1	0.0	0.0	0.0	2.7	0.0	0.0				

Intersection Summary

HCM 6th Ctrl Delay	23.9
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

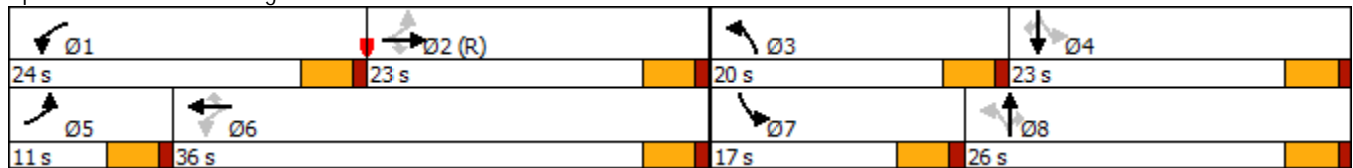
Short Background PM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	24	23	20	23	11	36	17	26
Maximum Split (%)	26.7%	25.6%	22.2%	25.6%	12.2%	40.0%	18.9%	28.9%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	33	57	80	10	33	44	80	7
End Time (s)	57	80	10	33	44	80	7	33
Yield/Force Off (s)	52.5	75.5	5.5	28.5	39.5	75.5	2.5	28.5
Yield/Force Off 170(s)	52.5	64.5	5.5	17.5	39.5	64.5	2.5	17.5
Local Start Time (s)	66	0	23	43	66	77	23	40
Local Yield (s)	85.5	18.5	38.5	61.5	72.5	18.5	35.5	61.5
Local Yield 170(s)	85.5	7.5	38.5	50.5	72.5	7.5	35.5	50.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 57 (63%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Short Background PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	203	1068	136	282	407	60	390	49	125	45	40	130
v/c Ratio	0.54	1.16	0.25	0.75	0.33	0.09	0.66	0.08	0.19	0.11	0.10	0.27
Control Delay	23.8	117.5	3.2	31.0	22.4	0.3	25.5	23.0	1.9	16.8	29.9	3.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.8	117.5	3.2	31.0	22.4	0.3	25.5	23.0	1.9	16.8	29.9	3.2
Queue Length 50th (ft)	66	~381	0	97	88	0	158	20	0	15	19	0
Queue Length 95th (ft)	111	#568	23	180	126	0	243	48	15	35	46	20
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	376	920	546	456	1238	636	591	646	668	530	392	477
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.54	1.16	0.25	0.62	0.33	0.09	0.66	0.08	0.19	0.08	0.10	0.27

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM 6th TWSC

4: High Plains Blvd & Veteran's Parkway

Short Background AM

Intersection

Int Delay, s/veh	3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	45	18	3	82	54	9
Future Vol, veh/h	45	18	3	82	54	9
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	53	21	4	96	64	11

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	74	0	168
Stage 1	-	-	-	-	64
Stage 2	-	-	-	-	104
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1526	-	822
Stage 1	-	-	-	-	959
Stage 2	-	-	-	-	920
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1526	-	820
Mov Cap-2 Maneuver	-	-	-	-	820
Stage 1	-	-	-	-	959
Stage 2	-	-	-	-	917

Approach	EB	WB	NB
HCM Control Delay, s	0	0.3	9.7
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	842	-	-	1526	-
HCM Lane V/C Ratio	0.088	-	-	0.002	-
HCM Control Delay (s)	9.7	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0	-

Synchro 11 Light Report

HCM 6th TWSC

4: High Plains Blvd & Veteran's Parkway

Short Background PM

Intersection

Int Delay, s/veh	2.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	82	46	11	53	39	7
Future Vol, veh/h	82	46	11	53	39	7
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	90	51	12	58	43	8

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	141	0	198
Stage 1	-	-	-	-	116
Stage 2	-	-	-	-	82
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1442	-	791
Stage 1	-	-	-	-	909
Stage 2	-	-	-	-	941
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1442	-	784
Mov Cap-2 Maneuver	-	-	-	-	784
Stage 1	-	-	-	-	909
Stage 2	-	-	-	-	933

Approach	EB	WB	NB
HCM Control Delay, s	0	1.3	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	804	-	-	1442	-
HCM Lane V/C Ratio	0.063	-	-	0.008	-
HCM Control Delay (s)	9.8	-	-	7.5	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Synchro 11 Light Report

APPENDIX F

HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Mid Background AM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	113	333	41	209	824	59	294	12	14	92	16	326
Future Volume (veh/h)	113	333	41	209	824	59	294	12	14	92	16	326
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	124	366	5	230	905	6	323	13	5	101	18	73
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	266	1628	726	432	1229	548	524	634	537	640	826	700
Arrive On Green	0.06	0.46	0.46	0.00	0.35	0.35	0.00	0.34	0.34	0.05	0.44	0.44
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	124	366	5	230	905	6	323	13	5	101	18	73
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	3.8	5.6	0.2	0.1	20.1	0.2	0.1	0.4	0.2	3.2	0.5	2.4
Cycle Q Clear(g_c), s	3.8	5.6	0.2	0.1	20.1	0.2	0.1	0.4	0.2	3.2	0.5	2.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	266	1628	726	432	1229	548	524	634	537	640	826	700
V/C Ratio(X)	0.47	0.22	0.01	0.53	0.74	0.01	0.62	0.02	0.01	0.16	0.02	0.10
Avail Cap(c_a), veh/h	303	1628	726	756	1229	548	730	634	537	655	826	700
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	19.1	14.7	13.3	24.8	25.8	19.3	26.0	19.8	19.7	16.4	14.2	14.7
Incr Delay (d2), s/veh	1.3	0.3	0.0	1.0	2.4	0.0	1.2	0.1	0.0	0.1	0.0	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.6	2.2	0.1	4.1	8.6	0.1	6.0	0.2	0.1	1.3	0.2	0.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.4	15.0	13.3	25.8	28.2	19.3	27.2	19.9	19.8	16.5	14.2	15.0
LnGrp LOS	C	B	B	C	C	B	C	B	B	B	B	B
Approach Vol, veh/h		495			1141			341			192	
Approach Delay, s/veh		16.4			27.7			26.8			15.7	
Approach LOS		B			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	45.7	0.0	44.3	10.1	35.6	9.3	35.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	19.5	10.5	25.5	7.5	28.5	5.5	30.5				
Max Q Clear Time (g_c+I1), s	0.0	7.6	0.0	4.4	5.8	22.1	5.2	0.0				
Green Ext Time (p_c), s	0.0	1.8	0.0	0.1	0.0	3.2	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			23.9									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

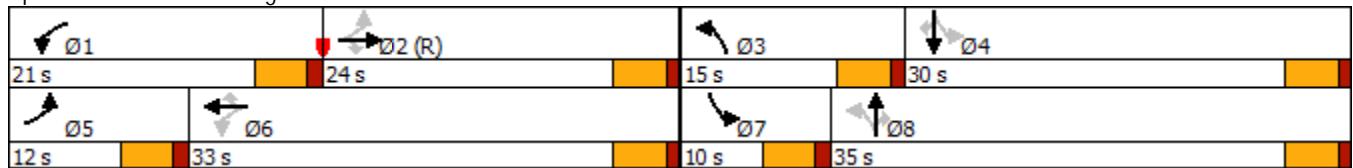
Mid Background AM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	21	24	15	30	12	33	10	35
Maximum Split (%)	23.3%	26.7%	16.7%	33.3%	13.3%	36.7%	11.1%	38.9%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	4	25	49	64	4	16	49	59
End Time (s)	25	49	64	4	16	49	59	4
Yield/Force Off (s)	20.5	44.5	59.5	89.5	11.5	44.5	54.5	89.5
Yield/Force Off 170(s)	20.5	33.5	59.5	78.5	11.5	33.5	54.5	78.5
Local Start Time (s)	69	0	24	39	69	81	24	34
Local Yield (s)	85.5	19.5	34.5	64.5	76.5	19.5	29.5	64.5
Local Yield 170(s)	85.5	8.5	34.5	53.5	76.5	8.5	29.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 25 (28%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Mid Background AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	124	366	45	230	905	65	323	13	15	101	18	358
v/c Ratio	0.54	0.40	0.08	0.50	0.80	0.10	0.54	0.02	0.02	0.20	0.03	0.55
Control Delay	26.0	30.0	0.3	19.9	34.7	0.3	20.7	20.0	0.1	16.2	23.7	10.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	26.0	30.0	0.3	19.9	34.7	0.3	20.7	20.0	0.1	16.2	23.7	10.1
Queue Length 50th (ft)	40	90	0	80	246	0	119	5	0	32	7	32
Queue Length 95th (ft)	79	140	0	132	322	0	187	18	0	63	23	112
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	233	913	583	509	1129	628	602	672	687	503	527	651
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.53	0.40	0.08	0.45	0.80	0.10	0.54	0.02	0.02	0.20	0.03	0.55

Intersection Summary

HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Mid Background PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	331	1072	183	257	450	108	379	45	114	101	36	226
Future Volume (veh/h)	331	1072	183	257	450	108	379	45	114	101	36	226
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	360	1165	61	279	489	17	412	49	6	110	39	-43
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	535	1873	835	217	1201	536	452	488	414	516	698	591
Arrive On Green	0.14	0.53	0.53	0.00	0.34	0.34	0.00	0.26	0.26	0.06	0.37	0.00
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	360	1165	61	279	489	17	412	49	6	110	39	-43
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	11.4	20.8	1.7	0.1	9.5	0.6	0.1	1.8	0.3	3.9	1.2	0.0
Cycle Q Clear(g_c), s	11.4	20.8	1.7	0.1	9.5	0.6	0.1	1.8	0.3	3.9	1.2	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	535	1873	835	217	1201	536	452	488	414	516	698	591
V/C Ratio(X)	0.67	0.62	0.07	1.29	0.41	0.03	0.91	0.10	0.01	0.21	0.06	-0.07
Avail Cap(c_a), veh/h	535	1873	835	581	1201	536	737	488	414	593	698	591
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Uniform Delay (d), s/veh	15.4	15.0	10.5	36.4	22.9	19.9	34.4	25.2	24.7	20.6	18.1	0.0
Incr Delay (d2), s/veh	3.3	1.6	0.2	136.9	0.2	0.0	10.1	0.4	0.1	0.2	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.8	8.2	0.6	13.0	3.9	0.2	10.2	0.8	0.1	1.6	0.5	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.7	16.5	10.6	173.4	23.1	20.0	44.4	25.6	24.7	20.9	18.2	0.0
LnGrp LOS	B	B	B	F	C	B	D	C	C	C	B	A
Approach Vol, veh/h		1586			785			467			106	
Approach Delay, s/veh		16.8			76.4			42.2			28.3	
Approach LOS		B			E			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	51.9	0.0	38.1	17.0	34.9	10.1	28.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	18.5	20.5	14.5	18.5	12.5	26.5	9.5	23.5				
Max Q Clear Time (g_c+I1), s	0.0	22.8	0.0	0.0	13.4	11.5	5.9	0.0				
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.0	2.9	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			37.1									
HCM 6th LOS			D									

Timing Report, Sorted By Phase
3: High Plains Blvd & SH60

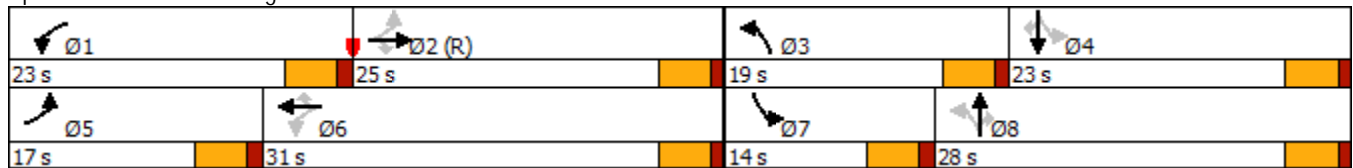
Mid Background PM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	23	25	19	23	17	31	14	28
Maximum Split (%)	25.6%	27.8%	21.1%	25.6%	18.9%	34.4%	15.6%	31.1%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	2	25	50	69	2	19	50	64
End Time (s)	25	50	69	2	19	50	64	2
Yield/Force Off (s)	20.5	45.5	64.5	87.5	14.5	45.5	59.5	87.5
Yield/Force Off 170(s)	20.5	34.5	64.5	76.5	14.5	34.5	59.5	76.5
Local Start Time (s)	67	0	25	44	67	84	25	39
Local Yield (s)	85.5	20.5	39.5	62.5	79.5	20.5	34.5	62.5
Local Yield 170(s)	85.5	9.5	39.5	51.5	79.5	9.5	34.5	51.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 25 (28%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Mid Background PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	360	1165	199	279	489	117	412	49	124	110	39	246
v/c Ratio	0.81	1.21	0.33	0.76	0.47	0.20	0.73	0.09	0.21	0.25	0.10	0.47
Control Delay	34.4	136.1	3.9	30.8	27.8	1.6	29.2	25.7	2.1	18.6	29.9	7.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	34.4	136.1	3.9	30.8	27.8	1.6	29.2	25.7	2.1	18.6	29.9	7.5
Queue Length 50th (ft)	127	-433	0	95	119	0	174	21	0	38	18	0
Queue Length 95th (ft)	#249	#606	35	175	166	10	265	49	15	72	45	60
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	442	962	602	444	1042	594	567	553	598	465	384	521
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	1.21	0.33	0.63	0.47	0.20	0.73	0.09	0.21	0.24	0.10	0.47

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM 6th TWSC
4: High Plains Blvd & Veteran's Parkway

Intersection

Int Delay, s/veh	3.4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	62	27	14	123	80	17
Future Vol, veh/h	62	27	14	123	80	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	68	30	15	135	88	19

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	98	0	233
Stage 1	-	-	-	-	68
Stage 2	-	-	-	-	165
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1495	-	755
Stage 1	-	-	-	-	955
Stage 2	-	-	-	-	864
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1495	-	747
Mov Cap-2 Maneuver	-	-	-	-	747
Stage 1	-	-	-	-	955
Stage 2	-	-	-	-	855

Approach	EB	WB	NB
HCM Control Delay, s	0	0.8	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	747	995	-	-	1495	-
HCM Lane V/C Ratio	0.118	0.019	-	-	0.01	-
HCM Control Delay (s)	10.5	8.7	-	-	7.4	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0	-

HCM 6th TWSC

4: High Plains Blvd & Veteran's Parkway

Mid Background PM

Intersection

Int Delay, s/veh	2.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	131	76	23	84	58	21
Future Vol, veh/h	131	76	23	84	58	21
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	144	84	25	92	64	23

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	228	0	286
Stage 1	-	-	-	-	144
Stage 2	-	-	-	-	142
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1340	-	704
Stage 1	-	-	-	-	883
Stage 2	-	-	-	-	885
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1340	-	691
Mov Cap-2 Maneuver	-	-	-	-	691
Stage 1	-	-	-	-	883
Stage 2	-	-	-	-	868

Approach	EB	WB	NB
HCM Control Delay, s	0	1.7	10.3
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	691	903	-	-	1340	-
HCM Lane V/C Ratio	0.092	0.026	-	-	0.019	-
HCM Control Delay (s)	10.7	9.1	-	-	7.7	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	0.1	-

HCM 6th TWSC
10: Collector C & Veteran's Parkway

Intersection

Int Delay, s/veh	2.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	65	14	5	95	42	16
Future Vol, veh/h	65	14	5	95	42	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	71	15	5	104	46	18

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	86	0	185
Stage 1	-	-	-	-	71
Stage 2	-	-	-	-	114
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1510	-	804
Stage 1	-	-	-	-	952
Stage 2	-	-	-	-	911
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1510	-	802
Mov Cap-2 Maneuver	-	-	-	-	802
Stage 1	-	-	-	-	952
Stage 2	-	-	-	-	908

Approach	EB	WB	NB
HCM Control Delay, s	0	0.4	9.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	802	991	-	-	1510	-
HCM Lane V/C Ratio	0.058	0.018	-	-	0.004	-
HCM Control Delay (s)	9.8	8.7	-	-	7.4	-
HCM Lane LOS	A	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0.1	-	-	0	-

HCM 6th TWSC

10: Collector C & Veteran's Parkway

Mid Background PM

Intersection

Int Delay, s/veh	1.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	102	50	19	78	29	11
Future Vol, veh/h	102	50	19	78	29	11
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	112	55	21	86	32	12

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	167	0	240
Stage 1	-	-	-	-	112
Stage 2	-	-	-	-	128
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1411	-	748
Stage 1	-	-	-	-	913
Stage 2	-	-	-	-	898
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1411	-	737
Mov Cap-2 Maneuver	-	-	-	-	737
Stage 1	-	-	-	-	913
Stage 2	-	-	-	-	885

Approach	EB	WB	NB
HCM Control Delay, s	0	1.5	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	737	941	-	-	1411	-
HCM Lane V/C Ratio	0.043	0.013	-	-	0.015	-
HCM Control Delay (s)	10.1	8.9	-	-	7.6	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-

Synchro 11 Light Report

APPENDIX G

HCM 6th Signalized Intersection Summary
 3: High Plains Blvd & SH60

Long Background AM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	365	425	180	255	895	130	195	435	100	120	405	370
Future Volume (veh/h)	365	425	180	255	895	130	195	435	100	120	405	370
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	384	447	52	268	942	36	205	458	5	126	426	166
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	466	1994	889	420	1337	596	261	770	343	302	1205	537
Arrive On Green	0.13	0.56	0.56	0.00	0.38	0.38	0.00	0.22	0.22	0.02	0.11	0.11
Sat Flow, veh/h	3456	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	384	447	52	268	942	36	205	458	5	126	426	166
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	9.7	5.7	1.3	0.1	20.3	1.3	0.1	10.4	0.2	4.7	10.0	8.7
Cycle Q Clear(g_c), s	9.7	5.7	1.3	0.1	20.3	1.3	0.1	10.4	0.2	4.7	10.0	8.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	466	1994	889	420	1337	596	261	770	343	302	1205	537
V/C Ratio(X)	0.82	0.22	0.06	0.64	0.70	0.06	0.79	0.59	0.01	0.42	0.35	0.31
Avail Cap(c_a), veh/h	557	1994	889	666	1337	596	407	770	343	362	1205	537
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.33	0.33	0.33
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.92	0.92	0.92
Uniform Delay (d), s/veh	37.9	9.9	9.0	24.8	23.8	17.9	36.3	31.7	27.7	25.2	30.9	30.3
Incr Delay (d2), s/veh	8.4	0.3	0.1	1.6	1.7	0.0	5.3	3.4	0.1	0.8	0.8	1.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.6	2.1	0.5	5.0	8.5	0.5	4.9	4.7	0.1	2.1	4.8	3.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	46.3	10.2	9.1	26.4	25.5	18.0	41.7	35.1	27.8	26.1	31.6	31.6
LnGrp LOS	D	B	A	C	C	B	D	D	C	C	C	C
Approach Vol, veh/h		883			1246			668			718	
Approach Delay, s/veh		25.8			25.5			37.0			30.6	
Approach LOS		C			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	55.0	0.0	35.0	16.6	38.4	11.0	24.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	12.5	30.5	7.5	21.5	14.5	28.5	9.5	19.5				
Max Q Clear Time (g_c+I1), s	0.0	7.7	0.0	10.7	11.7	22.3	6.7	0.0				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.1	0.4	3.3	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			28.8									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

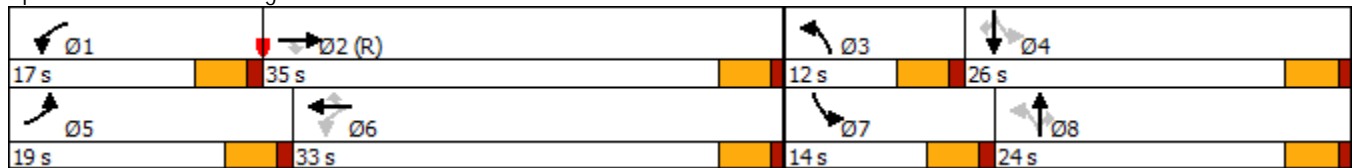
Long Background AM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	17	35	12	26	19	33	14	24
Maximum Split (%)	18.9%	38.9%	13.3%	28.9%	21.1%	36.7%	15.6%	26.7%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	73	0	35	47	73	2	35	49
End Time (s)	0	35	47	73	2	35	49	73
Yield/Force Off (s)	85.5	30.5	42.5	68.5	87.5	30.5	44.5	68.5
Yield/Force Off 170(s)	85.5	19.5	42.5	57.5	87.5	19.5	44.5	57.5
Local Start Time (s)	73	0	35	47	73	2	35	49
Local Yield (s)	85.5	30.5	42.5	68.5	87.5	30.5	44.5	68.5
Local Yield 170(s)	85.5	19.5	42.5	57.5	87.5	19.5	44.5	57.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 75
 Offset: 0 (0%), Referenced to phase 2:EBT, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Long Background AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	384	447	189	268	942	137	205	458	105	126	426	389
v/c Ratio	0.74	0.36	0.28	0.53	0.82	0.23	0.65	0.57	0.23	0.40	0.50	0.62
Control Delay	45.6	23.1	4.5	16.5	35.2	5.2	32.5	34.6	5.2	22.1	32.6	17.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	45.6	23.1	4.5	16.5	35.2	5.2	32.5	34.6	5.2	22.1	32.6	17.3
Queue Length 50th (ft)	107	100	0	80	261	0	81	124	0	58	124	91
Queue Length 95th (ft)	155	141	44	128	#345	39	#143	174	30	105	174	167
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	553	1236	675	522	1153	608	317	798	455	328	845	628
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.69	0.36	0.28	0.51	0.82	0.23	0.65	0.57	0.23	0.38	0.50	0.62

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.










HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Long Background PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	330	1100	225	200	645	140	235	460	150	140	490	265
Future Volume (veh/h)	330	1100	225	200	645	140	235	460	150	140	490	265
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	347	1158	88	211	679	14	247	484	11	147	516	-9
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	438	1906	850	221	1278	570	290	829	370	324	1292	576
Arrive On Green	0.13	0.54	0.54	0.00	0.36	0.36	0.00	0.23	0.23	0.16	0.73	0.00
Sat Flow, veh/h	3456	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	347	1158	88	211	679	14	247	484	11	147	516	-9
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	8.8	20.2	2.5	0.1	13.6	0.5	0.1	10.9	0.5	5.4	5.0	0.0
Cycle Q Clear(g_c), s	8.8	20.2	2.5	0.1	13.6	0.5	0.1	10.9	0.5	5.4	5.0	0.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	438	1906	850	221	1278	570	290	829	370	324	1292	576
V/C Ratio(X)	0.79	0.61	0.10	0.95	0.53	0.02	0.85	0.58	0.03	0.45	0.40	-0.02
Avail Cap(c_a), veh/h	634	1906	850	447	1278	570	506	829	370	340	1292	576
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.90	0.90	0.00
Uniform Delay (d), s/veh	38.1	14.3	10.2	35.4	22.8	18.6	36.0	30.6	26.6	20.7	8.5	0.0
Incr Delay (d2), s/veh	4.4	1.4	0.2	18.9	0.4	0.0	6.9	3.0	0.1	0.9	0.8	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.9	7.9	0.9	5.8	5.6	0.2	6.0	4.9	0.2	2.1	1.7	0.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	42.5	15.8	10.5	54.3	23.2	18.6	43.0	33.6	26.8	21.6	9.3	0.0
LnGrp LOS	D	B	B	D	C	B	D	C	C	C	A	A
Approach Vol, veh/h		1593			904			742			654	
Approach Delay, s/veh		21.3			30.4			36.6			12.2	
Approach LOS		C			C			D			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	52.8	0.0	37.2	15.9	36.9	11.7	25.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	31.5	11.0	18.0	16.5	26.5	8.0	21.0				
Max Q Clear Time (g_c+I1), s	0.0	22.2	0.0	0.0	10.8	15.6	7.4	0.0				
Green Ext Time (p_c), s	0.0	5.2	0.0	0.0	0.6	3.5	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			24.8									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

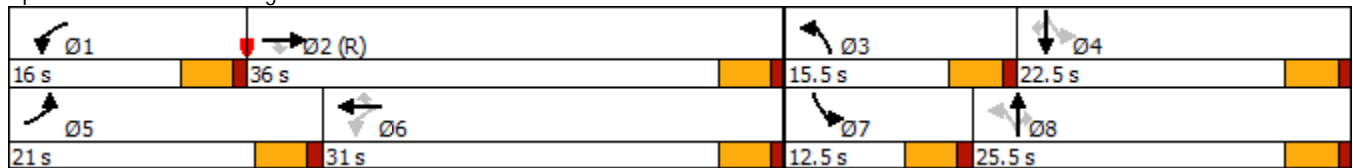
Long Background PM

									
Phase Number	1	2	3	4	5	6	7	8	
Movement	WBL	EBT	NBL	SBTL	EBL	WBTL	SBL	NBTL	
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag	
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Recall Mode	None	C-Max	None	Max	None	None	None	Max	
Maximum Split (s)	16	36	15.5	22.5	21	31	12.5	25.5	
Maximum Split (%)	17.8%	40.0%	17.2%	25.0%	23.3%	34.4%	13.9%	28.3%	
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5	
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	
All-Red Time (s)	1	1	1	1	1	1	1	1	
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5	
Vehicle Extension (s)	3	3	3	3	3	3	3	3	
Minimum Gap (s)	3	3	3	3	3	3	3	3	
Time Before Reduce (s)	0	0	0	0	0	0	0	0	
Time To Reduce (s)	0	0	0	0	0	0	0	0	
Walk Time (s)		7		7		7		7	
Flash Dont Walk (s)		11		11		11		11	
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes	
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Start Time (s)	74	0	36	51.5	74	5	36	48.5	
End Time (s)	0	36	51.5	74	5	36	48.5	74	
Yield/Force Off (s)	85.5	31.5	47	69.5	0.5	31.5	44	69.5	
Yield/Force Off 170(s)	85.5	20.5	47	58.5	0.5	20.5	44	58.5	
Local Start Time (s)	74	0	36	51.5	74	5	36	48.5	
Local Yield (s)	85.5	31.5	47	69.5	0.5	31.5	44	69.5	
Local Yield 170(s)	85.5	20.5	47	58.5	0.5	20.5	44	58.5	

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 75
 Offset: 0 (0%), Referenced to phase 2:EBT, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Long Background PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	347	1158	237	211	679	147	247	484	158	147	516	279
v/c Ratio	0.65	0.91	0.33	0.73	0.59	0.23	0.80	0.58	0.31	0.50	0.73	0.52
Control Delay	41.6	39.5	4.3	33.8	28.6	3.0	42.5	33.8	4.9	37.4	48.8	18.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	41.6	39.5	4.3	33.8	28.6	3.0	42.5	33.8	4.9	37.4	48.8	18.1
Queue Length 50th (ft)	96	330	0	63	170	0	101	129	0	65	128	34
Queue Length 95th (ft)	137	#466	47	#163	236	27	#199	180	36	122	183	102
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	629	1276	722	308	1142	634	310	832	511	299	710	540
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.55	0.91	0.33	0.69	0.59	0.23	0.80	0.58	0.31	0.49	0.73	0.52

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

HCM 6th Signalized Intersection Summary

4: High Plains Blvd & Veteran's Parkway

Long Background AM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	125	100	40	110	220	80	120	750	90	45	415	115
Future Volume (veh/h)	125	100	40	110	220	80	120	750	90	45	415	115
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	132	105	5	116	232	5	126	789	27	47	437	36
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	632	1917	855	633	1527	681	310	967	431	192	1282	572
Arrive On Green	0.06	0.54	0.54	0.00	0.43	0.43	0.00	0.27	0.27	0.01	0.12	0.12
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	132	105	5	116	232	5	126	789	27	47	437	36
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	3.5	1.3	0.1	0.1	3.6	0.2	0.1	18.7	1.1	1.6	10.2	1.8
Cycle Q Clear(g_c), s	3.5	1.3	0.1	0.1	3.6	0.2	0.1	18.7	1.1	1.6	10.2	1.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	632	1917	855	633	1527	681	310	967	431	192	1282	572
V/C Ratio(X)	0.21	0.05	0.01	0.18	0.15	0.01	0.41	0.82	0.06	0.25	0.34	0.06
Avail Cap(c_a), veh/h	674	1917	855	839	1527	681	457	967	431	232	1282	572
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.33	0.33	0.33
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.78	0.78	0.78	0.99	0.99	0.99
Uniform Delay (d), s/veh	11.8	9.8	9.6	16.0	15.7	14.7	29.3	30.6	24.2	23.8	29.8	26.1
Incr Delay (d2), s/veh	0.2	0.1	0.0	0.1	0.2	0.0	0.7	6.0	0.2	0.7	0.7	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.5	0.0	1.5	1.5	0.1	2.3	8.6	0.4	0.7	4.9	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.0	9.9	9.6	16.2	15.9	14.7	30.0	36.6	24.5	24.4	30.5	26.4
LnGrp LOS	B	A	A	B	B	B	C	D	C	C	C	C
Approach Vol, veh/h		242			353			942			520	
Approach Delay, s/veh		11.0			15.9			35.4			29.7	
Approach LOS		B			B			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	53.0	0.0	37.0	9.9	43.2	8.0	29.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	31.5	7.5	22.5	7.5	34.5	5.5	24.5				
Max Q Clear Time (g_c+I1), s	0.0	0.0	0.0	12.2	5.5	2.2	3.6	20.7				
Green Ext Time (p_c), s	0.0	0.0	0.0	2.2	0.1	0.0	0.0	1.8				
Intersection Summary												
HCM 6th Ctrl Delay			27.7									
HCM 6th LOS			C									

Timing Report, Sorted By Phase

4: High Plains Blvd & Veteran's Parkway

Long Background AM

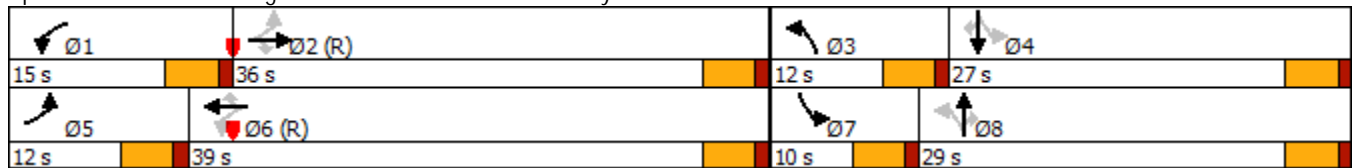


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	C-Max	None	Max
Maximum Split (s)	15	36	12	27	12	39	10	29
Maximum Split (%)	16.7%	40.0%	13.3%	30.0%	13.3%	43.3%	11.1%	32.2%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	65	80	26	38	65	77	26	36
End Time (s)	80	26	38	65	77	26	36	65
Yield/Force Off (s)	75.5	21.5	33.5	60.5	72.5	21.5	31.5	60.5
Yield/Force Off 170(s)	75.5	10.5	33.5	49.5	72.5	10.5	31.5	49.5
Local Start Time (s)	75	0	36	48	75	87	36	46
Local Yield (s)	85.5	31.5	43.5	70.5	82.5	31.5	41.5	70.5
Local Yield 170(s)	85.5	20.5	43.5	59.5	82.5	20.5	41.5	59.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 80 (89%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green













Splits and Phases: 4: High Plains Blvd & Veteran's Parkway



Queues

4: High Plains Blvd & Veteran's Parkway

Long Background AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	132	105	42	116	232	84	126	789	95	47	437	121
v/c Ratio	0.23	0.07	0.06	0.18	0.17	0.12	0.39	0.70	0.16	0.23	0.49	0.24
Control Delay	12.8	18.8	0.1	12.1	18.7	1.6	7.8	14.2	2.4	19.3	30.4	11.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	12.8	18.8	0.1	12.1	18.7	1.6	7.8	14.2	2.4	19.3	30.4	11.9
Queue Length 50th (ft)	37	20	0	32	44	0	8	152	8	18	117	0
Queue Length 95th (ft)	68	38	0	60	70	12	m18	#204	m17	42	166	57
Internal Link Dist (ft)		1037			845			2748			960	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	575	1403	704	699	1365	688	326	1120	588	206	891	494
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.23	0.07	0.06	0.17	0.17	0.12	0.39	0.70	0.16	0.23	0.49	0.24

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

























Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

HCM 6th Signalized Intersection Summary

4: High Plains Blvd & Veteran's Parkway

Long Background PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	105	240	125	80	150	40	70	505	95	60	675	145
Future Volume (veh/h)	105	240	125	80	150	40	70	505	95	60	675	145
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	111	253	26	84	158	5	74	532	5	63	711	45
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	530	1502	670	426	1112	496	353	1362	608	397	1696	757
Arrive On Green	0.06	0.42	0.42	0.00	0.31	0.31	0.00	0.38	0.38	0.09	0.95	0.95
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	111	253	26	84	158	5	74	532	5	63	711	45
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	3.6	4.0	0.9	0.1	2.9	0.2	0.1	9.8	0.2	1.8	1.4	0.1
Cycle Q Clear(g_c), s	3.6	4.0	0.9	0.1	2.9	0.2	0.1	9.8	0.2	1.8	1.4	0.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	530	1502	670	426	1112	496	353	1362	608	397	1696	757
V/C Ratio(X)	0.21	0.17	0.04	0.20	0.14	0.01	0.21	0.39	0.01	0.16	0.42	0.06
Avail Cap(c_a), veh/h	632	1502	670	652	1112	496	480	1362	608	447	1696	757
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.81	0.81	0.81	0.96	0.96	0.96
Uniform Delay (d), s/veh	17.7	16.2	15.3	22.9	22.2	21.3	19.0	20.1	17.2	14.3	1.1	1.1
Incr Delay (d2), s/veh	0.2	0.2	0.1	0.2	0.3	0.0	0.2	0.7	0.0	0.2	0.7	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	1.6	0.3	1.3	1.2	0.1	1.0	4.0	0.1	0.7	0.5	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	17.9	16.4	15.4	23.1	22.5	21.3	19.2	20.8	17.2	14.4	1.8	1.2
LnGrp LOS	B	B	B	C	C	C	B	C	B	B	A	A
Approach Vol, veh/h		390			247			611			819	
Approach Delay, s/veh		16.8			22.7			20.6			2.8	
Approach LOS		B			C			C			A	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	42.5	0.0	47.5	9.9	32.7	8.5	39.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	19.5	6.5	34.5	10.5	20.5	6.5	34.5				
Max Q Clear Time (g_c+I1), s	0.0	0.0	0.0	3.4	5.6	2.2	3.8	11.8				
Green Ext Time (p_c), s	0.0	0.0	0.0	5.7	0.1	0.0	0.0	3.6				
Intersection Summary												
HCM 6th Ctrl Delay			13.1									
HCM 6th LOS			B									

Timing Report, Sorted By Phase

4: High Plains Blvd & Veteran's Parkway

Long Background PM

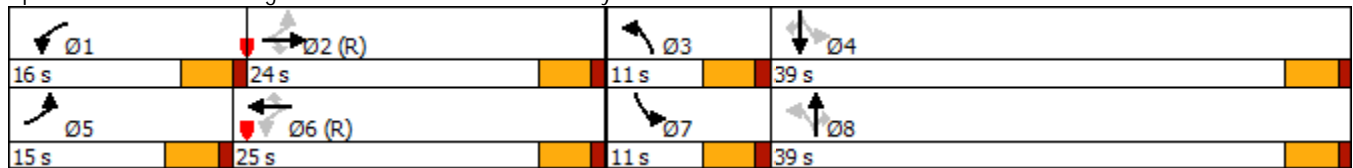


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	C-Max	None	Max
Maximum Split (s)	16	24	11	39	15	25	11	39
Maximum Split (%)	17.8%	26.7%	12.2%	43.3%	16.7%	27.8%	12.2%	43.3%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	39	55	79	0	39	54	79	0
End Time (s)	55	79	0	39	54	79	0	39
Yield/Force Off (s)	50.5	74.5	85.5	34.5	49.5	74.5	85.5	34.5
Yield/Force Off 170(s)	50.5	63.5	85.5	23.5	49.5	63.5	85.5	23.5
Local Start Time (s)	74	0	24	35	74	89	24	35
Local Yield (s)	85.5	19.5	30.5	69.5	84.5	19.5	30.5	69.5
Local Yield 170(s)	85.5	8.5	30.5	58.5	84.5	8.5	30.5	58.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 55 (61%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green













Splits and Phases: 4: High Plains Blvd & Veteran's Parkway



Queues

4: High Plains Blvd & Veteran's Parkway

Long Background PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	111	253	132	84	158	42	74	532	100	63	711	153
v/c Ratio	0.23	0.26	0.25	0.19	0.17	0.08	0.22	0.37	0.14	0.15	0.49	0.21
Control Delay	19.1	27.8	6.7	18.7	27.4	0.3	16.8	22.2	6.7	10.7	16.6	2.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	19.1	27.8	6.7	18.7	27.4	0.3	16.8	22.2	6.7	10.7	16.6	2.0
Queue Length 50th (ft)	40	61	0	30	37	0	22	87	5	14	90	0
Queue Length 95th (ft)	76	97	45	60	65	0	m49	141	m24	32	123	10
Internal Link Dist (ft)		1037			845			2748			960	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	506	975	532	493	957	520	335	1443	721	411	1443	736
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.22	0.26	0.25	0.17	0.17	0.08	0.22	0.37	0.14	0.15	0.49	0.21

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM 6th Signalized Intersection Summary
 15: High Plains Blvd & Collector B

Long Background AM

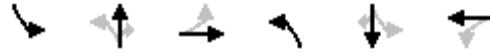
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	15	5	35	35	5	25	65	875	15	10	505	25
Future Volume (veh/h)	15	5	35	35	5	25	65	875	15	10	505	25
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	16	5	37	37	5	26	68	921	16	11	532	26
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	155	14	103	145	19	98	744	2716	1212	542	2603	1161
Arrive On Green	0.07	0.07	0.07	0.07	0.07	0.07	0.06	1.00	1.00	0.01	0.73	0.73
Sat Flow, veh/h	1378	192	1422	1365	262	1363	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	16	0	42	37	0	31	68	921	16	11	532	26
Grp Sat Flow(s),veh/h/ln	1378	0	1614	1365	0	1625	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	1.0	0.0	2.2	2.4	0.0	1.6	0.8	0.0	0.0	0.1	4.2	0.4
Cycle Q Clear(g_c), s	2.6	0.0	2.2	4.6	0.0	1.6	0.8	0.0	0.0	0.1	4.2	0.4
Prop In Lane	1.00		0.88	1.00		0.84	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	155	0	117	145	0	117	744	2716	1212	542	2603	1161
V/C Ratio(X)	0.10	0.00	0.36	0.26	0.00	0.26	0.09	0.34	0.01	0.02	0.20	0.02
Avail Cap(c_a), veh/h	415	0	422	403	0	424	812	2716	1212	646	2603	1161
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	0.78	0.78	0.78	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.7	0.0	39.8	42.0	0.0	39.5	2.3	0.0	0.0	2.9	3.8	3.3
Incr Delay (d2), s/veh	0.3	0.0	1.9	0.9	0.0	1.2	0.0	0.3	0.0	0.0	0.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.9	0.8	0.0	0.7	0.2	0.1	0.0	0.0	1.3	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.0	0.0	41.6	42.9	0.0	40.7	2.4	0.3	0.0	2.9	4.0	3.3
LnGrp LOS	D	A	D	D	A	D	A	A	A	A	A	A
Approach Vol, veh/h		58			68			1005			569	
Approach Delay, s/veh		41.5			41.9			0.4			3.9	
Approach LOS		D			D			A			A	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	5.7	73.3		11.0	8.6	70.4		11.0				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	6.5	46.5		23.5	7.5	45.5		23.5				
Max Q Clear Time (g_c+I1), s	2.1	2.0		4.6	2.8	6.2		6.6				
Green Ext Time (p_c), s	0.0	8.3		0.2	0.0	4.1		0.2				

Intersection Summary

HCM 6th Ctrl Delay	4.6
HCM 6th LOS	A

Timing Report, Sorted By Phase
15: High Plains Blvd & Collector B

Long Background AM

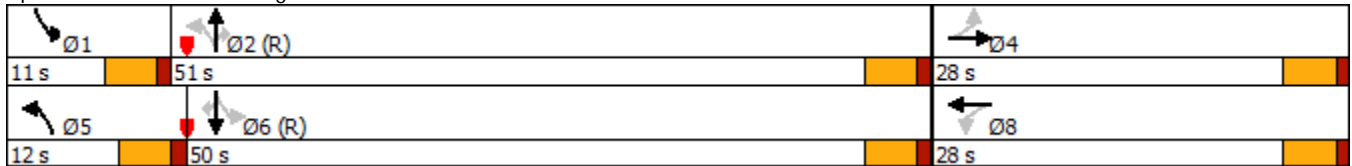


Phase Number	1	2	4	5	6	8
Movement	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Lead/Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	11	51	28	12	50	28
Maximum Split (%)	12.2%	56.7%	31.1%	13.3%	55.6%	31.1%
Minimum Split (s)	9.5	22.5	22.5	9.5	22.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7	7		7	7
Flash Dont Walk (s)		11	11		11	11
Dual Entry	No	Yes	Yes	No	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	68	79	40	68	80	40
End Time (s)	79	40	68	80	40	68
Yield/Force Off (s)	74.5	35.5	63.5	75.5	35.5	63.5
Yield/Force Off 170(s)	74.5	24.5	52.5	75.5	24.5	52.5
Local Start Time (s)	78	89	50	78	0	50
Local Yield (s)	84.5	45.5	73.5	85.5	45.5	73.5
Local Yield 170(s)	84.5	34.5	62.5	85.5	34.5	62.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 55
 Offset: 80 (89%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green











Splits and Phases: 15: High Plains Blvd & Collector B



Queues

15: High Plains Blvd & Collector B

Long Background AM

										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	16	42	37	31	68	921	16	11	532	26
v/c Ratio	0.13	0.24	0.31	0.19	0.09	0.32	0.01	0.02	0.20	0.02
Control Delay	38.9	18.0	44.3	19.1	0.7	2.2	0.2	2.3	5.1	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	38.9	18.0	44.3	19.1	0.7	2.2	0.2	2.3	5.1	0.0
Queue Length 50th (ft)	9	3	20	3	1	7	0	1	48	0
Queue Length 95th (ft)	27	32	49	28	m2	230	m1	4	81	0
Internal Link Dist (ft)		775		476		960			238	
Turn Bay Length (ft)	150		150		250		250	250		250
Base Capacity (vph)	358	449	355	444	738	2903	1311	544	2643	1200
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.04	0.09	0.10	0.07	0.09	0.32	0.01	0.02	0.20	0.02























Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM 6th Signalized Intersection Summary

15: High Plains Blvd & Collector B

Long Background PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	5	205	25	5	20	190	425	40	30	650	80
Future Volume (veh/h)	90	5	205	25	5	20	190	425	40	30	650	80
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	95	5	25	26	5	5	200	447	5	32	684	30
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	206	26	129	188	82	82	645	2574	1148	787	2471	1102
Arrive On Green	0.10	0.10	0.10	0.10	0.10	0.10	0.12	1.00	1.00	0.03	0.70	0.70
Sat Flow, veh/h	1405	271	1355	1380	858	858	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	95	0	30	26	0	10	200	447	5	32	684	30
Grp Sat Flow(s),veh/h/ln	1405	0	1626	1380	0	1716	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.9	0.0	1.5	1.6	0.0	0.5	3.0	0.0	0.0	0.5	6.5	0.5
Cycle Q Clear(g_c), s	6.4	0.0	1.5	3.1	0.0	0.5	3.0	0.0	0.0	0.5	6.5	0.5
Prop In Lane	1.00		0.83	1.00		0.50	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	206	0	155	188	0	163	645	2574	1148	787	2471	1102
V/C Ratio(X)	0.46	0.00	0.19	0.14	0.00	0.06	0.31	0.17	0.00	0.04	0.28	0.03
Avail Cap(c_a), veh/h	439	0	425	417	0	448	865	2574	1148	901	2471	1102
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	0.95	0.95	0.95	1.00	1.00	1.00
Uniform Delay (d), s/veh	40.0	0.0	37.5	39.0	0.0	37.1	3.2	0.0	0.0	3.4	5.2	4.3
Incr Delay (d2), s/veh	1.6	0.0	0.6	0.3	0.0	0.2	0.3	0.1	0.0	0.0	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	0.0	0.6	0.6	0.0	0.2	0.7	0.0	0.0	0.1	2.1	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	41.6	0.0	38.1	39.3	0.0	37.2	3.4	0.1	0.0	3.5	5.5	4.3
LnGrp LOS	D	A	D	D	A	D	A	A	A	A	A	A
Approach Vol, veh/h		125			36			652			746	
Approach Delay, s/veh		40.7			38.7			1.1			5.3	
Approach LOS		D			D			A			A	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.3	69.7		13.1	9.9	67.1		13.1				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	8.5	44.5		23.5	16.5	36.5		23.5				
Max Q Clear Time (g_c+I1), s	2.5	2.0		8.4	5.0	8.5		5.1				
Green Ext Time (p_c), s	0.0	3.4		0.3	0.4	5.3		0.1				
Intersection Summary												
HCM 6th Ctrl Delay			7.2									
HCM 6th LOS			A									

Timing Report, Sorted By Phase

15: High Plains Blvd & Collector B

Long Background PM

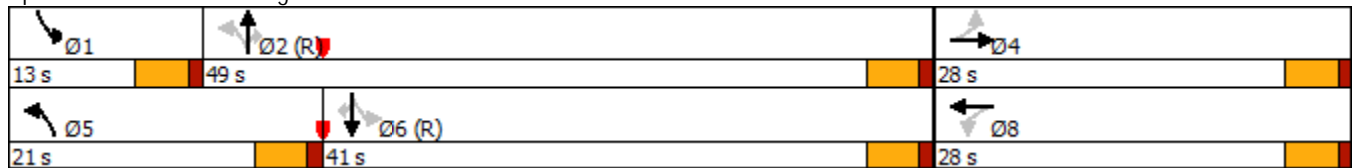


Phase Number	1	2	4	5	6	8
Movement	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Lead/Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	13	49	28	21	41	28
Maximum Split (%)	14.4%	54.4%	31.1%	23.3%	45.6%	31.1%
Minimum Split (s)	9.5	22.5	22.5	9.5	22.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7	7		7	7
Flash Dont Walk (s)		11	11		11	11
Dual Entry	No	Yes	Yes	No	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	69	82	41	69	0	41
End Time (s)	82	41	69	0	41	69
Yield/Force Off (s)	77.5	36.5	64.5	85.5	36.5	64.5
Yield/Force Off 170(s)	77.5	25.5	53.5	85.5	25.5	53.5
Local Start Time (s)	69	82	41	69	0	41
Local Yield (s)	77.5	36.5	64.5	85.5	36.5	64.5
Local Yield 170(s)	77.5	25.5	53.5	85.5	25.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 55
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green











Splits and Phases: 15: High Plains Blvd & Collector B



Queues

15: High Plains Blvd & Collector B

Long Background PM

										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	95	221	26	26	200	447	42	32	684	84
v/c Ratio	0.53	0.56	0.31	0.11	0.34	0.18	0.04	0.05	0.31	0.08
Control Delay	46.3	11.2	43.8	16.7	8.8	7.0	3.1	3.8	9.1	0.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	46.3	11.2	43.8	16.7	8.8	7.0	3.1	3.8	9.1	0.9
Queue Length 50th (ft)	51	3	14	3	33	73	2	3	84	0
Queue Length 95th (ft)	93	61	37	24	111	85	6	12	150	9
Internal Link Dist (ft)		775		476		960			238	
Turn Bay Length (ft)	150		150		250		250	250		250
Base Capacity (vph)	359	574	166	442	694	2472	1127	742	2219	1040
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.26	0.39	0.16	0.06	0.29	0.18	0.04	0.04	0.31	0.08

Intersection Summary

HCM 6th TWSC
10: Collector C & Veteran's Parkway

Long Background AM

Intersection

Int Delay, s/veh	1.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↓	↑↑	↓	↑
Traffic Vol, veh/h	200	25	10	340	70	25
Future Vol, veh/h	200	25	10	340	70	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	211	26	11	358	74	26

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	237	0	412
Stage 1	-	-	-	-	211
Stage 2	-	-	-	-	201
Critical Hdwy	-	-	4.14	-	6.84
Critical Hdwy Stg 1	-	-	-	-	5.84
Critical Hdwy Stg 2	-	-	-	-	5.84
Follow-up Hdwy	-	-	2.22	-	3.52
Pot Cap-1 Maneuver	-	-	1327	-	568
Stage 1	-	-	-	-	804
Stage 2	-	-	-	-	813
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1327	-	563
Mov Cap-2 Maneuver	-	-	-	-	563
Stage 1	-	-	-	-	804
Stage 2	-	-	-	-	806

Approach	EB	WB	NB
HCM Control Delay, s	0	0.2	11.5
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	563	928	-	-	1327	-
HCM Lane V/C Ratio	0.131	0.028	-	-	0.008	-
HCM Control Delay (s)	12.4	9	-	-	7.7	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0	-

HCM 6th TWSC
 10: Collector C & Veteran's Parkway

Long Background PM

Intersection

Int Delay, s/veh	1.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑↑	↑	↑	↑↑	↑	↑
Traffic Vol, veh/h	310	85	30	225	50	20
Future Vol, veh/h	310	85	30	225	50	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	-	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	326	89	32	237	53	21

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	415
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.14
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.22
Pot Cap-1 Maneuver	-	-	1140
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1140
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	12.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	480	853	-	-	1140	-
HCM Lane V/C Ratio	0.11	0.025	-	-	0.028	-
HCM Control Delay (s)	13.4	9.3	-	-	8.2	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0.1	-

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Long Background AM

Intersection

Int Delay, s/veh	3.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑↑	↗	↘	↑↑	↗	↘	↗		↘	↗	
Traffic Vol, veh/h	25	180	20	10	235	15	55	1	25	35	1	60
Future Vol, veh/h	25	180	20	10	235	15	55	1	25	35	1	60
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	350	350	-	350	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	189	21	11	247	16	58	1	26	37	1	63

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	263	0	0	210	0	0	387	526	95	416	531	124
Stage 1	-	-	-	-	-	-	241	241	-	269	269	-
Stage 2	-	-	-	-	-	-	146	285	-	147	262	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1298	-	-	1358	-	-	546	455	943	521	452	904
Stage 1	-	-	-	-	-	-	741	705	-	713	685	-
Stage 2	-	-	-	-	-	-	842	674	-	841	690	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1298	-	-	1358	-	-	496	442	943	495	439	904
Mov Cap-2 Maneuver	-	-	-	-	-	-	496	442	-	495	439	-
Stage 1	-	-	-	-	-	-	726	691	-	699	680	-
Stage 2	-	-	-	-	-	-	776	669	-	800	676	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			0.3			11.9			10.7		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	496	904	1298	-	-	1358	-	-	495	889
HCM Lane V/C Ratio	0.117	0.03	0.02	-	-	0.008	-	-	0.074	0.072
HCM Control Delay (s)	13.2	9.1	7.8	-	-	7.7	-	-	12.9	9.4
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.4	0.1	0.1	-	-	0	-	-	0.2	0.2

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Long Background PM

Intersection

Int Delay, s/veh	3.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑↑	↗	↘	↑↑	↗	↘	↗		↘	↗	
Traffic Vol, veh/h	70	190	70	30	175	40	40	1	20	25	1	40
Future Vol, veh/h	70	190	70	30	175	40	40	1	20	25	1	40
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	350	350	-	350	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	74	200	74	32	184	42	42	1	21	26	1	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	226	0	0	274	0	0	505	638	100	497	670	92
Stage 1	-	-	-	-	-	-	348	348	-	248	248	-
Stage 2	-	-	-	-	-	-	157	290	-	249	422	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1340	-	-	1286	-	-	450	393	936	456	377	947
Stage 1	-	-	-	-	-	-	641	633	-	734	700	-
Stage 2	-	-	-	-	-	-	829	671	-	733	587	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1340	-	-	1286	-	-	403	362	936	418	347	947
Mov Cap-2 Maneuver	-	-	-	-	-	-	403	362	-	418	347	-
Stage 1	-	-	-	-	-	-	606	598	-	694	683	-
Stage 2	-	-	-	-	-	-	771	654	-	676	555	-

























Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.7			1			13			11.1		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	403	870	1340	-	-	1286	-	-	418	909
HCM Lane V/C Ratio	0.104	0.025	0.055	-	-	0.025	-	-	0.063	0.047
HCM Control Delay (s)	15	9.2	7.8	-	-	7.9	-	-	14.2	9.2
HCM Lane LOS	C	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.3	0.1	0.2	-	-	0.1	-	-	0.2	0.1

APPENDIX H

HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Short Total AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	71	301	26	209	598	40	173	12	14	66	16	237
Future Volume (veh/h)	71	301	26	209	598	40	173	12	14	66	16	237
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	84	354	6	246	704	6	204	14	5	78	19	66
Peak Hour Factor	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85	0.85
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	320	1647	735	455	1296	578	527	634	537	630	816	692
Arrive On Green	0.05	0.46	0.46	0.00	0.36	0.36	0.00	0.34	0.34	0.05	0.44	0.44
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	84	354	6	246	704	6	204	14	5	78	19	66
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	2.5	5.3	0.2	0.1	14.1	0.2	0.1	0.4	0.2	2.4	0.5	2.2
Cycle Q Clear(g_c), s	2.5	5.3	0.2	0.1	14.1	0.2	0.1	0.4	0.2	2.4	0.5	2.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	320	1647	735	455	1296	578	527	634	537	630	816	692
V/C Ratio(X)	0.26	0.21	0.01	0.54	0.54	0.01	0.39	0.02	0.01	0.12	0.02	0.10
Avail Cap(c_a), veh/h	382	1647	735	779	1296	578	733	634	537	654	816	692
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	16.7	14.4	13.0	23.8	22.6	18.2	23.2	19.8	19.7	16.5	14.4	14.9
Incr Delay (d2), s/veh	0.4	0.3	0.0	1.0	0.5	0.0	0.5	0.1	0.0	0.1	0.1	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.0	2.1	0.1	4.3	5.8	0.1	3.3	0.2	0.1	1.0	0.2	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	17.1	14.7	13.0	24.8	23.1	18.2	23.7	19.9	19.8	16.6	14.5	15.2
LnGrp LOS	B	B	B	C	C	B	C	B	B	B	B	B
Approach Vol, veh/h		444			956			223			163	
Approach Delay, s/veh		15.1			23.5			23.3			15.8	
Approach LOS		B			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	46.2	0.0	43.8	8.9	37.3	8.8	35.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	19.5	10.5	25.5	7.5	28.5	5.5	30.5				
Max Q Clear Time (g_c+I1), s	0.0	7.3	0.0	4.2	4.5	16.1	4.4	0.0				
Green Ext Time (p_c), s	0.0	1.7	0.0	0.1	0.0	3.9	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			20.7									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

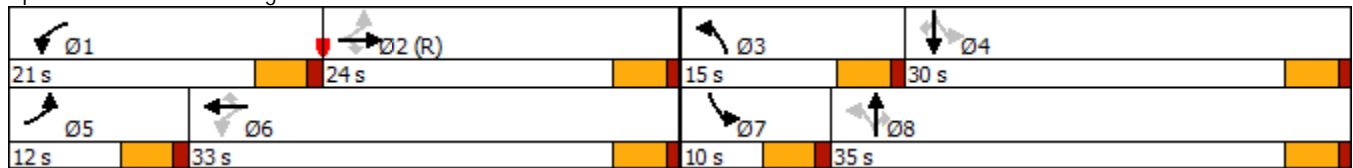
Short Total AM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	21	24	15	30	12	33	10	35
Maximum Split (%)	23.3%	26.7%	16.7%	33.3%	13.3%	36.7%	11.1%	38.9%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	35	56	80	5	35	47	80	0
End Time (s)	56	80	5	35	47	80	0	35
Yield/Force Off (s)	51.5	75.5	0.5	30.5	42.5	75.5	85.5	30.5
Yield/Force Off 170(s)	51.5	64.5	0.5	19.5	42.5	64.5	85.5	19.5
Local Start Time (s)	69	0	24	39	69	81	24	34
Local Yield (s)	85.5	19.5	34.5	64.5	76.5	19.5	29.5	64.5
Local Yield 170(s)	85.5	8.5	34.5	53.5	76.5	8.5	29.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 56 (62%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Short Total AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	84	354	31	246	704	47	204	14	16	78	19	279
v/c Ratio	0.29	0.39	0.05	0.52	0.58	0.07	0.34	0.02	0.02	0.15	0.04	0.43
Control Delay	18.2	30.2	0.2	20.2	27.3	0.2	17.3	20.1	0.1	15.7	23.7	5.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	18.2	30.2	0.2	20.2	27.3	0.2	17.3	20.1	0.1	15.7	23.7	5.5
Queue Length 50th (ft)	27	88	0	86	178	0	70	5	0	25	8	0
Queue Length 95th (ft)	50	127	0	131	221	0	109	17	0	48	23	46
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	296	897	577	512	1218	664	602	672	687	510	538	656
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.28	0.39	0.05	0.48	0.58	0.07	0.34	0.02	0.02	0.15	0.04	0.43

Intersection Summary

HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Short Total PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	261	972	124	257	370	72	355	45	114	51	36	165
Future Volume (veh/h)	261	972	124	257	370	72	355	45	114	51	36	165
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	287	1068	5	282	407	5	390	49	5	56	40	25
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	579	2038	909	287	1603	715	401	447	379	442	611	518
Arrive On Green	0.07	0.57	0.57	0.00	0.45	0.45	0.00	0.24	0.24	0.04	0.33	0.33
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	287	1068	5	282	407	5	390	49	5	56	40	25
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	6.5	16.5	0.1	0.1	6.4	0.2	0.1	1.8	0.2	2.0	1.3	1.0
Cycle Q Clear(g_c), s	6.5	16.5	0.1	0.1	6.4	0.2	0.1	1.8	0.2	2.0	1.3	1.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	579	2038	909	287	1603	715	401	447	379	442	611	518
V/C Ratio(X)	0.50	0.52	0.01	0.98	0.25	0.01	0.97	0.11	0.01	0.13	0.07	0.05
Avail Cap(c_a), veh/h	579	2038	909	671	1603	715	706	447	379	622	611	518
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	12.6	11.7	8.2	31.9	15.3	13.6	36.1	26.8	26.2	22.9	20.9	20.7
Incr Delay (d2), s/veh	0.7	1.0	0.0	20.8	0.1	0.0	18.7	0.5	0.1	0.1	0.2	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.0	6.2	0.0	7.8	2.5	0.1	10.7	0.9	0.1	0.9	0.6	0.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	13.3	12.7	8.2	52.7	15.4	13.6	54.8	27.3	26.2	23.1	21.1	20.9
LnGrp LOS	B	B	A	D	B	B	D	C	C	C	C	C
Approach Vol, veh/h		1360			694			444			121	
Approach Delay, s/veh		12.8			30.5			51.4			22.0	
Approach LOS		B			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	56.1	0.0	33.9	11.0	45.1	7.9	26.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	19.5	18.5	15.5	18.5	6.5	31.5	12.5	21.5				
Max Q Clear Time (g_c+I1), s	0.0	18.5	0.0	3.0	8.5	8.4	4.0	0.0				
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.0	2.7	0.1	0.0				

Intersection Summary

HCM 6th Ctrl Delay	24.5
HCM 6th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

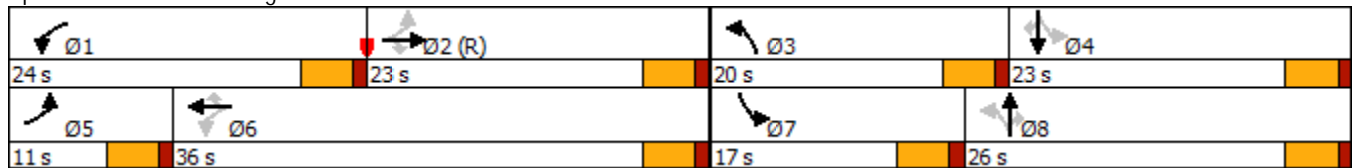
Short Total PM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	24	23	20	23	11	36	17	26
Maximum Split (%)	26.7%	25.6%	22.2%	25.6%	12.2%	40.0%	18.9%	28.9%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	33	57	80	10	33	44	80	7
End Time (s)	57	80	10	33	44	80	7	33
Yield/Force Off (s)	52.5	75.5	5.5	28.5	39.5	75.5	2.5	28.5
Yield/Force Off 170(s)	52.5	64.5	5.5	17.5	39.5	64.5	2.5	17.5
Local Start Time (s)	66	0	23	43	66	77	23	40
Local Yield (s)	85.5	18.5	38.5	61.5	72.5	18.5	35.5	61.5
Local Yield 170(s)	85.5	7.5	38.5	50.5	72.5	7.5	35.5	50.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 57 (63%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Short Total PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	287	1068	136	282	407	79	390	49	125	56	40	181
v/c Ratio	0.76	1.16	0.25	0.76	0.33	0.12	0.67	0.08	0.20	0.13	0.10	0.38
Control Delay	36.8	117.5	3.2	31.8	22.4	1.6	25.6	24.1	2.0	17.0	29.9	7.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	36.8	117.5	3.2	31.8	22.4	1.6	25.6	24.1	2.0	17.0	29.9	7.4
Queue Length 50th (ft)	99	~381	0	98	88	0	158	20	0	18	19	0
Queue Length 95th (ft)	#224	#568	23	182	126	10	243	48	15	41	46	52
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	376	920	546	454	1238	636	588	596	630	530	392	477
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.76	1.16	0.25	0.62	0.33	0.12	0.66	0.08	0.20	0.11	0.10	0.38

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM 6th TWSC
4: High Plains Blvd & Veteran's Parkway

Item #11.

Short Total AM

Intersection

Int Delay, s/veh	4.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	64	18	84	134	54	39
Future Vol, veh/h	64	18	84	134	54	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	75	21	99	158	64	46

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	96	0	431
Stage 1	-	-	-	-	75
Stage 2	-	-	-	-	356
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1498	-	581
Stage 1	-	-	-	-	948
Stage 2	-	-	-	-	709
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1498	-	543
Mov Cap-2 Maneuver	-	-	-	-	543
Stage 1	-	-	-	-	948
Stage 2	-	-	-	-	662

Approach	EB	WB	NB
HCM Control Delay, s	0	2.9	10.9
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	543	986	-	-	1498	-
HCM Lane V/C Ratio	0.117	0.047	-	-	0.066	-
HCM Control Delay (s)	12.5	8.8	-	-	7.6	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0.2	-

HCM 6th TWSC
 4: High Plains Blvd & Veteran's Parkway

Item #11.

Short Total PM

Intersection

Int Delay, s/veh	4					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	141	46	68	90	39	100
Future Vol, veh/h	141	46	68	90	39	100
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	155	51	75	99	43	110

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	206	0	404
Stage 1	-	-	-	-	155
Stage 2	-	-	-	-	249
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1365	-	603
Stage 1	-	-	-	-	873
Stage 2	-	-	-	-	792
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1365	-	570
Mov Cap-2 Maneuver	-	-	-	-	570
Stage 1	-	-	-	-	873
Stage 2	-	-	-	-	748

Approach	EB	WB	NB
HCM Control Delay, s	0	3.4	10.2
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	570	891	-	-	1365	-
HCM Lane V/C Ratio	0.075	0.123	-	-	0.055	-
HCM Control Delay (s)	11.8	9.6	-	-	7.8	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.2	0.4	-	-	0.2	-

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Item #11.

Short Total AM

Intersection

Int Delay, s/veh 5.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑	↑	↗	↘	↗
Traffic Vol, veh/h	49	54	85	6	15	133
Future Vol, veh/h	49	54	85	6	15	133
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	350	-	-	350	100	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	85	85	85	85	85	85
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	58	64	100	7	18	156

Major/Minor	Major1	Major2	Minor2
Conflicting Flow All	107	0	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	4.12	-	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	2.218	-	-
Pot Cap-1 Maneuver	1484	-	-
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	1484	-	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	3.6	0	9.6
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1484	-	-	-	682	956
HCM Lane V/C Ratio	0.039	-	-	-	0.026	0.164
HCM Control Delay (s)	7.5	-	-	-	10.4	9.5
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1	0.6

HCM 6th TWSC
 8: Veteran's Parkway & Collector A

Item #11.

Short Total PM

Intersection

Int Delay, s/veh	5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑	↑	↗	↘	↗
Traffic Vol, veh/h	152	89	64	17	11	94
Future Vol, veh/h	152	89	64	17	11	94
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	350	-	-	350	100	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	167	98	70	19	12	103

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	89	0	-	0	502 70
Stage 1	-	-	-	-	70 -
Stage 2	-	-	-	-	432 -
Critical Hdwy	4.12	-	-	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	2.218	-	-	-	3.518 3.318
Pot Cap-1 Maneuver	1506	-	-	-	529 993
Stage 1	-	-	-	-	953 -
Stage 2	-	-	-	-	655 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1506	-	-	-	470 993
Mov Cap-2 Maneuver	-	-	-	-	470 -
Stage 1	-	-	-	-	847 -
Stage 2	-	-	-	-	655 -




























Approach	EB	WB	SB
HCM Control Delay, s	4.8	0	9.4
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1506	-	-	-	470	993
HCM Lane V/C Ratio	0.111	-	-	-	0.026	0.104
HCM Control Delay (s)	7.7	-	-	-	12.9	9
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.4	-	-	-	0.1	0.3

APPENDIX I









HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Mid Total AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		 			 						 	
Traffic Volume (veh/h)	157	333	41	209	824	68	294	12	14	118	16	440
Future Volume (veh/h)	157	333	41	209	824	68	294	12	14	118	16	440
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	173	366	5	230	905	6	323	13	5	130	18	199
Peak Hour Factor	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91	0.91
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	279	1599	713	402	1126	502	477	634	537	655	842	713
Arrive On Green	0.08	0.45	0.45	0.00	0.32	0.32	0.00	0.34	0.34	0.06	0.45	0.45
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	173	366	5	230	905	6	323	13	5	130	18	199
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	5.6	5.7	0.2	0.1	21.0	0.2	0.1	0.4	0.2	4.1	0.5	7.1
Cycle Q Clear(g_c), s	5.6	5.7	0.2	0.1	21.0	0.2	0.1	0.4	0.2	4.1	0.5	7.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	279	1599	713	402	1126	502	477	634	537	655	842	713
V/C Ratio(X)	0.62	0.23	0.01	0.57	0.80	0.01	0.68	0.02	0.01	0.20	0.02	0.28
Avail Cap(c_a), veh/h	279	1599	713	727	1126	502	682	634	537	655	842	713
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.7	15.2	13.7	27.1	28.2	21.1	27.1	19.8	19.7	16.2	13.7	15.6
Incr Delay (d2), s/veh	4.1	0.3	0.0	1.3	4.3	0.0	1.7	0.1	0.0	0.1	0.0	1.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	2.3	0.1	4.3	9.3	0.1	6.2	0.2	0.1	1.6	0.2	2.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.8	15.5	13.7	28.3	32.5	21.1	28.8	19.9	19.8	16.4	13.8	16.5
LnGrp LOS	C	B	B	C	C	C	C	B	B	B	B	B
Approach Vol, veh/h		544			1141			341			347	
Approach Delay, s/veh		18.5			31.6			28.3			16.3	
Approach LOS		B			C			C			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	45.0	0.0	45.0	12.0	33.0	10.0	35.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	19.5	10.5	25.5	7.5	28.5	5.5	30.5				
Max Q Clear Time (g_c+I1), s	0.0	7.7	0.0	9.1	7.6	23.0	6.1	0.0				
Green Ext Time (p_c), s	0.0	1.8	0.0	0.5	0.0	2.8	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			25.9									
HCM 6th LOS			C									

Timing Report, Sorted By Phase
3: High Plains Blvd & SH60

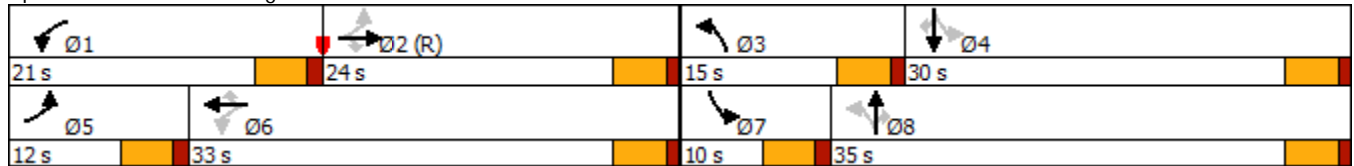
Mid Total AM

								
Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	21	24	15	30	12	33	10	35
Maximum Split (%)	23.3%	26.7%	16.7%	33.3%	13.3%	36.7%	11.1%	38.9%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	4	25	49	64	4	16	49	59
End Time (s)	25	49	64	4	16	49	59	4
Yield/Force Off (s)	20.5	44.5	59.5	89.5	11.5	44.5	54.5	89.5
Yield/Force Off 170(s)	20.5	33.5	59.5	78.5	11.5	33.5	54.5	78.5
Local Start Time (s)	69	0	24	39	69	81	24	34
Local Yield (s)	85.5	19.5	34.5	64.5	76.5	19.5	29.5	64.5
Local Yield 170(s)	85.5	8.5	34.5	53.5	76.5	8.5	29.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 70
 Offset: 25 (28%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Mid Total AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	173	366	45	230	905	75	323	13	15	130	18	484
v/c Ratio	0.76	0.40	0.08	0.50	0.81	0.12	0.54	0.02	0.02	0.26	0.03	0.74
Control Delay	41.4	30.0	0.3	19.8	35.1	0.4	20.8	20.1	0.1	17.3	23.7	19.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	41.4	30.0	0.3	19.8	35.1	0.4	20.8	20.1	0.1	17.3	23.7	19.9
Queue Length 50th (ft)	58	90	0	80	246	0	119	5	0	42	7	101
Queue Length 95th (ft)	#158	140	0	132	322	0	187	18	0	78	23	226
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	229	913	583	512	1120	625	600	631	656	503	527	651
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.76	0.40	0.08	0.45	0.81	0.12	0.54	0.02	0.02	0.26	0.03	0.74

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.









HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Mid Total PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	463	1072	183	257	450	137	379	45	114	118	36	307
Future Volume (veh/h)	463	1072	183	257	450	137	379	45	114	118	36	307
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	503	1165	61	279	489	49	412	49	6	128	39	45
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	521	1843	822	211	1172	523	425	488	414	530	713	604
Arrive On Green	0.14	0.52	0.52	0.00	0.33	0.33	0.00	0.26	0.26	0.07	0.38	0.38
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	1870	1585	1781	1870	1585
Grp Volume(v), veh/h	503	1165	61	279	489	49	412	49	6	128	39	45
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1870	1585	1781	1870	1585
Q Serve(g_s), s	12.5	21.1	1.7	0.1	9.6	1.9	0.1	1.8	0.3	4.5	1.2	1.6
Cycle Q Clear(g_c), s	12.5	21.1	1.7	0.1	9.6	1.9	0.1	1.8	0.3	4.5	1.2	1.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	521	1843	822	211	1172	523	425	488	414	530	713	604
V/C Ratio(X)	0.97	0.63	0.07	1.32	0.42	0.09	0.97	0.10	0.01	0.24	0.05	0.07
Avail Cap(c_a), veh/h	521	1843	822	575	1172	523	710	488	414	593	713	604
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	22.5	15.5	10.8	36.9	23.4	20.9	35.1	25.2	24.7	20.4	17.6	17.7
Incr Delay (d2), s/veh	30.8	1.7	0.2	151.9	0.2	0.1	19.2	0.4	0.1	0.2	0.1	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	9.4	8.4	0.6	13.5	4.0	0.7	11.3	0.8	0.1	1.9	0.5	0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	53.3	17.2	11.0	188.8	23.7	20.9	54.3	25.6	24.7	20.6	17.7	18.0
LnGrp LOS	D	B	B	F	C	C	D	C	C	C	B	B
Approach Vol, veh/h		1729			817			467			212	
Approach Delay, s/veh		27.5			79.9			50.9			19.5	
Approach LOS		C			E			D			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	51.2	0.0	38.8	17.0	34.2	10.8	28.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	18.5	20.5	14.5	18.5	12.5	26.5	9.5	23.5				
Max Q Clear Time (g_c+I1), s	0.0	23.1	0.0	3.6	14.5	11.6	6.5	0.0				
Green Ext Time (p_c), s	0.0	0.0	0.0	0.0	0.0	3.0	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			43.6									
HCM 6th LOS			D									

Timing Report, Sorted By Phase
3: High Plains Blvd & SH60

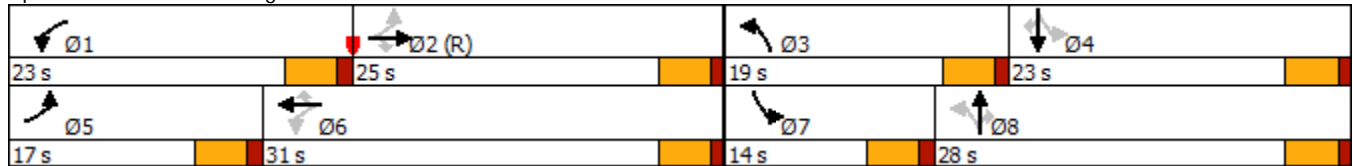
Mid Total PM

								
Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	23	25	19	23	17	31	14	28
Maximum Split (%)	25.6%	27.8%	21.1%	25.6%	18.9%	34.4%	15.6%	31.1%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	2	25	50	69	2	19	50	64
End Time (s)	25	50	69	2	19	50	64	2
Yield/Force Off (s)	20.5	45.5	64.5	87.5	14.5	45.5	59.5	87.5
Yield/Force Off 170(s)	20.5	34.5	64.5	76.5	14.5	34.5	59.5	76.5
Local Start Time (s)	67	0	25	44	67	84	25	39
Local Yield (s)	85.5	20.5	39.5	62.5	79.5	20.5	34.5	62.5
Local Yield 170(s)	85.5	9.5	39.5	51.5	79.5	9.5	34.5	51.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 90
 Offset: 25 (28%), Referenced to phase 2:EBTL, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Mid Total PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	503	1165	199	279	489	149	412	49	124	128	39	334
v/c Ratio	1.13	1.21	0.33	0.76	0.47	0.25	0.73	0.10	0.22	0.29	0.10	0.57
Control Delay	106.0	136.1	3.9	31.8	27.8	3.3	29.3	25.9	2.2	19.0	29.9	7.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	106.0	136.1	3.9	31.8	27.8	3.3	29.3	25.9	2.2	19.0	29.9	7.8
Queue Length 50th (ft)	~213	~433	0	97	119	0	174	21	0	45	18	0
Queue Length 95th (ft)	#433	#606	35	178	166	28	265	49	15	82	45	70
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	445	962	602	441	1042	594	565	503	560	465	384	591
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	1.13	1.21	0.33	0.63	0.47	0.25	0.73	0.10	0.22	0.28	0.10	0.57

Intersection Summary

- ~ Volume exceeds capacity, queue is theoretically infinite.
Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

HCM 6th TWSC
 4: High Plains Blvd & Veteran's Parkway

Item #11.

Mid Total AM

Intersection

Int Delay, s/veh	5.1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	95	27	154	213	80	70
Future Vol, veh/h	95	27	154	213	80	70
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	104	30	169	234	88	77

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	134	0	676
Stage 1	-	-	-	-	104
Stage 2	-	-	-	-	572
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1451	-	419
Stage 1	-	-	-	-	920
Stage 2	-	-	-	-	565
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1451	-	370
Mov Cap-2 Maneuver	-	-	-	-	370
Stage 1	-	-	-	-	920
Stage 2	-	-	-	-	499

Approach	EB	WB	NB
HCM Control Delay, s	0	3.3	13.7
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	370	951	-	-	1451	-
HCM Lane V/C Ratio	0.238	0.081	-	-	0.117	-
HCM Control Delay (s)	17.7	9.1	-	-	7.8	-
HCM Lane LOS	C	A	-	-	A	-
HCM 95th %tile Q(veh)	0.9	0.3	-	-	0.4	-

HCM 6th TWSC
 4: High Plains Blvd & Veteran's Parkway

Item #11.

Mid Total PM

Intersection

Int Delay, s/veh	4.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	233	76	121	148	58	182
Future Vol, veh/h	233	76	121	148	58	182
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	250	250	-	250	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	256	84	133	163	64	200

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	340	0	685
Stage 1	-	-	-	-	256
Stage 2	-	-	-	-	429
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1219	-	414
Stage 1	-	-	-	-	787
Stage 2	-	-	-	-	657
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1219	-	369
Mov Cap-2 Maneuver	-	-	-	-	369
Stage 1	-	-	-	-	787
Stage 2	-	-	-	-	585

Approach	EB	WB	NB
HCM Control Delay, s	0	3.7	12.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	369	783	-	-	1219	-
HCM Lane V/C Ratio	0.173	0.255	-	-	0.109	-
HCM Control Delay (s)	16.8	11.2	-	-	8.3	-
HCM Lane LOS	C	B	-	-	A	-
HCM 95th %tile Q(veh)	0.6	1	-	-	0.4	-

HCM 6th TWSC
10: Collector C & Veteran's Parkway

Mid Total AM

Intersection

Int Delay, s/veh	3.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↗		↖	↗	
Traffic Vol, veh/h	26	125	14	5	257	2	42	0	16	4	0	68
Future Vol, veh/h	26	125	14	5	257	2	42	0	16	4	0	68
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	250	250	-	250	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	137	15	5	282	2	46	0	18	4	0	75

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	284	0	0	152	0	0	526	489	137	504	502	282
Stage 1	-	-	-	-	-	-	195	195	-	292	292	-
Stage 2	-	-	-	-	-	-	331	294	-	212	210	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1278	-	-	1429	-	-	462	480	911	478	471	757
Stage 1	-	-	-	-	-	-	807	739	-	716	671	-
Stage 2	-	-	-	-	-	-	682	670	-	790	728	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1278	-	-	1429	-	-	408	468	911	459	459	757
Mov Cap-2 Maneuver	-	-	-	-	-	-	408	468	-	459	459	-
Stage 1	-	-	-	-	-	-	788	722	-	700	669	-
Stage 2	-	-	-	-	-	-	613	668	-	757	711	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.2			0.1			13.3			10.4		
HCM LOS							B			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	408	911	1278	-	-	1429	-	-	459	757
HCM Lane V/C Ratio	0.113	0.019	0.022	-	-	0.004	-	-	0.01	0.099
HCM Control Delay (s)	14.9	9	7.9	-	-	7.5	-	-	12.9	10.3
HCM Lane LOS	B	A	A	-	-	A	-	-	B	B
HCM 95th %tile Q(veh)	0.4	0.1	0.1	-	-	0	-	-	0	0.3

HCM 6th TWSC
 10: Collector C & Veteran's Parkway

Mid Total PM

Intersection

Int Delay, s/veh	2.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↑	↗	↖	↑	↗	↖	↗		↖	↗	
Traffic Vol, veh/h	78	287	50	19	192	5	29	0	11	3	0	48
Future Vol, veh/h	78	287	50	19	192	5	29	0	11	3	0	48
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	250	250	-	250	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	91	91	91	91	91	91	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	86	315	55	21	211	5	32	0	12	3	0	53

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	216	0	0	370	0	0	769	745	315	774	795	211
Stage 1	-	-	-	-	-	-	487	487	-	253	253	-
Stage 2	-	-	-	-	-	-	282	258	-	521	542	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1354	-	-	1189	-	-	318	342	725	316	320	829
Stage 1	-	-	-	-	-	-	562	550	-	751	698	-
Stage 2	-	-	-	-	-	-	725	694	-	539	520	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1354	-	-	1189	-	-	280	314	725	292	294	829
Mov Cap-2 Maneuver	-	-	-	-	-	-	280	314	-	292	294	-
Stage 1	-	-	-	-	-	-	526	515	-	703	685	-
Stage 2	-	-	-	-	-	-	667	682	-	496	487	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.5			0.7			16.9			10.1		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	280	725	1354	-	-	1189	-	-	292	829
HCM Lane V/C Ratio	0.114	0.017	0.063	-	-	0.018	-	-	0.011	0.064
HCM Control Delay (s)	19.5	10.1	7.8	-	-	8.1	-	-	17.5	9.6
HCM Lane LOS	C	B	A	-	-	A	-	-	C	A
HCM 95th %tile Q(veh)	0.4	0.1	0.2	-	-	0.1	-	-	0	0.2

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Item #11.

Mid Total AM

Intersection

Int Delay, s/veh	5.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↑	↑	↗	↘	↗
Traffic Vol, veh/h	60	85	102	8	22	162
Future Vol, veh/h	60	85	102	8	22	162
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	350	-	-	350	100	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	66	93	112	9	24	178

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	121	0	-	0	337
Stage 1	-	-	-	-	112
Stage 2	-	-	-	-	225
Critical Hdwy	4.12	-	-	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	2.218	-	-	-	3.518
Pot Cap-1 Maneuver	1467	-	-	-	658
Stage 1	-	-	-	-	913
Stage 2	-	-	-	-	812
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1467	-	-	-	628
Mov Cap-2 Maneuver	-	-	-	-	628
Stage 1	-	-	-	-	872
Stage 2	-	-	-	-	812

Approach	EB	WB	SB
HCM Control Delay, s	3.1	0	9.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1467	-	-	-	628	941
HCM Lane V/C Ratio	0.045	-	-	-	0.038	0.189
HCM Control Delay (s)	7.6	-	-	-	11	9.7
HCM Lane LOS	A	-	-	-	B	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1	0.7

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Intersection

Int Delay, s/veh	5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↘	↗	↗	↘	↘	↘
Traffic Vol, veh/h	185	116	102	28	16	114
Future Vol, veh/h	185	116	102	28	16	114
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	350	-	-	350	100	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	91	91	91	91	91	91
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	203	127	112	31	18	125

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	143	0	0	645	112
Stage 1	-	-	-	112	-
Stage 2	-	-	-	533	-
Critical Hdwy	4.12	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	3.518	3.318
Pot Cap-1 Maneuver	1440	-	-	437	941
Stage 1	-	-	-	913	-
Stage 2	-	-	-	588	-
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	1440	-	-	375	941
Mov Cap-2 Maneuver	-	-	-	375	-
Stage 1	-	-	-	784	-
Stage 2	-	-	-	588	-






























Approach	EB	WB	SB
HCM Control Delay, s	4.9	0	10.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	1440	-	-	-	375	941
HCM Lane V/C Ratio	0.141	-	-	-	0.047	0.133
HCM Control Delay (s)	7.9	-	-	-	15.1	9.4
HCM Lane LOS	A	-	-	-	C	A
HCM 95th %tile Q(veh)	0.5	-	-	-	0.1	0.5

APPENDIX J

HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Long Total AM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	 	 			 			 			 	
Traffic Volume (veh/h)	425	425	180	255	895	140	195	450	100	145	450	535
Future Volume (veh/h)	425	425	180	255	895	140	195	450	100	145	450	535
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	447	447	52	268	942	46	205	474	5	153	474	340
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	521	1950	870	395	1236	551	227	770	343	319	1248	557
Arrive On Green	0.15	0.55	0.55	0.00	0.35	0.35	0.00	0.22	0.22	0.03	0.12	0.12
Sat Flow, veh/h	3456	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	447	447	52	268	942	46	205	474	5	153	474	340
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	11.4	5.8	1.4	0.1	21.2	1.8	0.1	10.9	0.2	5.7	11.1	18.4
Cycle Q Clear(g_c), s	11.4	5.8	1.4	0.1	21.2	1.8	0.1	10.9	0.2	5.7	11.1	18.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	521	1950	870	395	1236	551	227	770	343	319	1248	557
V/C Ratio(X)	0.86	0.23	0.06	0.68	0.76	0.08	0.90	0.62	0.01	0.48	0.38	0.61
Avail Cap(c_a), veh/h	557	1950	870	640	1236	551	374	770	343	356	1248	557
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.33	0.33	0.33
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.84	0.84	0.84
Uniform Delay (d), s/veh	37.3	10.5	9.5	27.1	26.0	19.7	37.9	31.9	27.7	25.1	30.7	33.9
Incr Delay (d2), s/veh	12.1	0.3	0.1	2.1	2.8	0.1	15.7	3.7	0.1	0.9	0.7	4.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	5.6	2.2	0.5	5.3	9.1	0.6	5.5	5.0	0.1	2.6	5.4	8.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	49.3	10.8	9.6	29.2	28.9	19.8	53.6	35.5	27.8	26.1	31.5	38.1
LnGrp LOS	D	B	A	C	C	B	D	D	C	C	C	D
Approach Vol, veh/h		946			1256			684			967	
Approach Delay, s/veh		28.9			28.6			40.9			32.9	
Approach LOS		C			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	53.9	0.0	36.1	18.1	35.8	12.1	24.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	12.5	30.5	7.5	21.5	14.5	28.5	9.5	19.5				
Max Q Clear Time (g_c+I1), s	0.0	7.8	0.0	20.4	13.4	23.2	7.7	0.0				
Green Ext Time (p_c), s	0.0	2.7	0.0	0.1	0.2	2.9	0.1	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			31.9									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

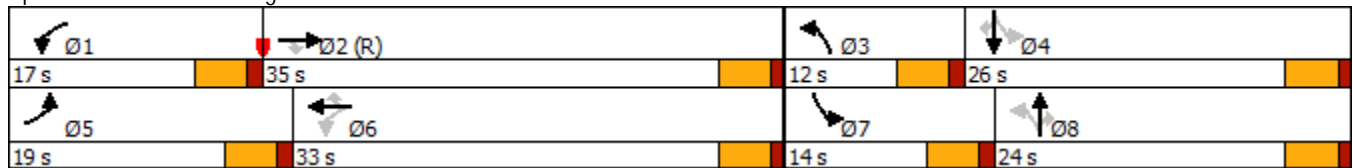
Long Total AM

Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	17	35	12	26	19	33	14	24
Maximum Split (%)	18.9%	38.9%	13.3%	28.9%	21.1%	36.7%	15.6%	26.7%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	73	0	35	47	73	2	35	49
End Time (s)	0	35	47	73	2	35	49	73
Yield/Force Off (s)	85.5	30.5	42.5	68.5	87.5	30.5	44.5	68.5
Yield/Force Off 170(s)	85.5	19.5	42.5	57.5	87.5	19.5	44.5	57.5
Local Start Time (s)	73	0	35	47	73	2	35	49
Local Yield (s)	85.5	30.5	42.5	68.5	87.5	30.5	44.5	68.5
Local Yield 170(s)	85.5	19.5	42.5	57.5	87.5	19.5	44.5	57.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 75
 Offset: 0 (0%), Referenced to phase 2:EBT, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Long Total AM

























												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	447	447	189	268	942	147	205	474	105	153	474	563
v/c Ratio	0.83	0.36	0.28	0.53	0.83	0.24	0.69	0.60	0.23	0.50	0.56	0.90
Control Delay	50.9	23.1	4.5	16.5	36.3	5.1	35.7	35.4	5.2	22.7	31.8	35.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	50.9	23.1	4.5	16.5	36.3	5.1	35.7	35.4	5.2	22.7	31.8	35.8
Queue Length 50th (ft)	127	100	0	80	261	0	81	128	0	67	140	183
Queue Length 95th (ft)	#199	141	44	128	#345	41	#155	181	30	m113	192	#378
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	553	1236	675	522	1133	606	296	786	450	318	845	626
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	0.36	0.28	0.51	0.83	0.24	0.69	0.60	0.23	0.48	0.56	0.90

Intersection Summary

- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
- m Volume for 95th percentile queue is metered by upstream signal.









HCM 6th Signalized Intersection Summary 3: High Plains Blvd & SH60

Long Total PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	510	1100	225	200	645	165	235	510	150	155	520	375
Future Volume (veh/h)	510	1100	225	200	645	165	235	510	150	155	520	375
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	537	1158	88	211	679	41	247	537	11	163	547	107
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	609	1882	839	217	1078	481	264	829	370	318	1316	587
Arrive On Green	0.18	0.53	0.53	0.00	0.30	0.30	0.00	0.23	0.23	0.12	0.49	0.49
Sat Flow, veh/h	3456	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	537	1158	88	211	679	41	247	537	11	163	547	107
Grp Sat Flow(s),veh/h/ln	1728	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	13.6	20.5	2.5	0.1	14.8	1.7	0.1	12.3	0.5	6.0	8.8	3.4
Cycle Q Clear(g_c), s	13.6	20.5	2.5	0.1	14.8	1.7	0.1	12.3	0.5	6.0	8.8	3.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	609	1882	839	217	1078	481	264	829	370	318	1316	587
V/C Ratio(X)	0.88	0.62	0.10	0.97	0.63	0.09	0.94	0.65	0.03	0.51	0.42	0.18
Avail Cap(c_a), veh/h	634	1882	839	442	1078	481	479	829	370	322	1316	587
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.33	1.33	1.33
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.86	0.86	0.86
Uniform Delay (d), s/veh	36.2	14.8	10.5	36.1	27.0	22.4	37.1	31.2	26.6	22.1	16.6	15.2
Incr Delay (d2), s/veh	13.4	1.5	0.3	22.6	1.2	0.1	15.6	3.9	0.1	1.2	0.8	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	6.8	8.0	0.9	6.0	6.3	0.6	6.6	5.6	0.2	2.4	3.4	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	49.6	16.3	10.8	58.7	28.2	22.5	52.8	35.1	26.8	23.2	17.5	15.8
LnGrp LOS	D	B	B	E	C	C	D	D	C	C	B	B
Approach Vol, veh/h		1783			931			795			817	
Approach Delay, s/veh		26.0			34.8			40.4			18.4	
Approach LOS		C			C			D			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	52.2	0.0	37.8	20.4	31.8	12.3	25.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	31.5	11.0	18.0	16.5	26.5	8.0	21.0				
Max Q Clear Time (g_c+I1), s	0.0	22.5	0.0	5.4	15.6	16.8	8.0	0.0				
Green Ext Time (p_c), s	0.0	5.1	0.0	0.0	0.2	3.3	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			29.1									
HCM 6th LOS			C									

Timing Report, Sorted By Phase 3: High Plains Blvd & SH60

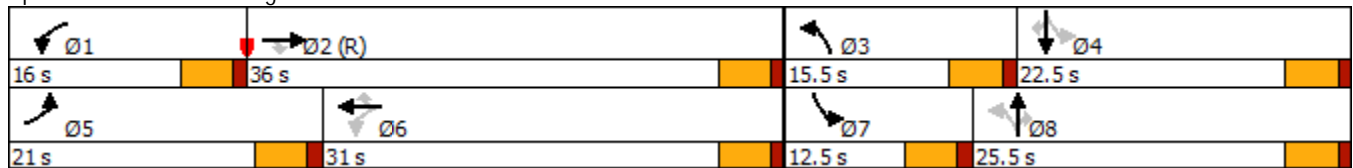
Long Total PM

								
Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBT	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	None	None	Max
Maximum Split (s)	16	36	15.5	22.5	21	31	12.5	25.5
Maximum Split (%)	17.8%	40.0%	17.2%	25.0%	23.3%	34.4%	13.9%	28.3%
Minimum Split (s)	9.5	22.5	9	22.5	9.5	22.5	9	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	4.5	5	5	5	4.5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	74	0	36	51.5	74	5	36	48.5
End Time (s)	0	36	51.5	74	5	36	48.5	74
Yield/Force Off (s)	85.5	31.5	47	69.5	0.5	31.5	44	69.5
Yield/Force Off 170(s)	85.5	20.5	47	58.5	0.5	20.5	44	58.5
Local Start Time (s)	74	0	36	51.5	74	5	36	48.5
Local Yield (s)	85.5	31.5	47	69.5	0.5	31.5	44	69.5
Local Yield 170(s)	85.5	20.5	47	58.5	0.5	20.5	44	58.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 80
 Offset: 0 (0%), Referenced to phase 2:EBT, Start of Green













Splits and Phases: 3: High Plains Blvd & SH60



Queues

3: High Plains Blvd & SH60

Long Total PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	537	1158	237	211	679	174	247	537	158	163	547	395
v/c Ratio	0.87	0.91	0.33	0.73	0.64	0.29	0.83	0.65	0.31	0.59	0.77	0.67
Control Delay	52.1	39.5	4.3	33.1	30.9	4.9	45.8	35.4	4.9	40.4	50.3	22.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.1	39.5	4.3	33.1	30.9	4.9	45.8	35.4	4.9	40.4	50.3	22.6
Queue Length 50th (ft)	154	330	0	62	176	0	101	145	0	76	143	78
Queue Length 95th (ft)	#237	#466	47	#155	236	42	#214	201	36	138	#199	149
Internal Link Dist (ft)		830			923			372			2748	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	629	1276	722	309	1054	599	299	830	510	276	707	586
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.85	0.91	0.33	0.68	0.64	0.29	0.83	0.65	0.31	0.59	0.77	0.67

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

HCM 6th Signalized Intersection Summary 4: High Plains Blvd & Veteran's Parkway

Long Total AM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	135	115	40	240	260	90	120	785	130	50	520	145
Future Volume (veh/h)	135	115	40	240	260	90	120	785	130	50	520	145
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	142	121	5	253	274	6	126	826	69	53	547	68
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	606	1908	851	618	1505	671	260	967	431	185	1290	575
Arrive On Green	0.06	0.54	0.54	0.00	0.42	0.42	0.00	0.27	0.27	0.01	0.12	0.12
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	142	121	5	253	274	6	126	826	69	53	547	68
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	3.8	1.5	0.1	0.1	4.3	0.2	0.1	19.8	3.0	1.8	12.8	3.4
Cycle Q Clear(g_c), s	3.8	1.5	0.1	0.1	4.3	0.2	0.1	19.8	3.0	1.8	12.8	3.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	606	1908	851	618	1505	671	260	967	431	185	1290	575
V/C Ratio(X)	0.23	0.06	0.01	0.41	0.18	0.01	0.48	0.85	0.16	0.29	0.42	0.12
Avail Cap(c_a), veh/h	641	1908	851	823	1505	671	406	967	431	221	1290	575
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.33	0.33	0.33
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.72	0.72	0.72	0.96	0.96	0.96
Uniform Delay (d), s/veh	12.0	10.0	9.7	18.6	16.2	15.0	32.2	31.1	24.9	24.1	30.9	26.7
Incr Delay (d2), s/veh	0.2	0.1	0.0	0.4	0.3	0.0	1.0	7.1	0.6	0.8	1.0	0.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	0.6	0.0	3.7	1.8	0.1	2.5	9.2	1.2	0.8	6.2	1.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	12.2	10.1	9.7	19.0	16.5	15.0	33.2	38.1	25.5	24.9	31.9	27.1
LnGrp LOS	B	B	A	B	B	B	C	D	C	C	C	C
Approach Vol, veh/h		268			533			1021			668	
Approach Delay, s/veh		11.2			17.7			36.7			30.8	
Approach LOS		B			B			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	52.8	0.0	37.2	10.2	42.6	8.2	29.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	10.5	31.5	7.5	22.5	7.5	34.5	5.5	24.5				
Max Q Clear Time (g_c+I1), s	0.0	0.0	0.0	14.8	5.8	2.2	3.8	21.8				
Green Ext Time (p_c), s	0.0	0.0	0.0	2.3	0.1	0.0	0.0	1.4				
Intersection Summary												
HCM 6th Ctrl Delay			28.3									
HCM 6th LOS			C									

Timing Report, Sorted By Phase

4: High Plains Blvd & Veteran's Parkway

Long Total AM

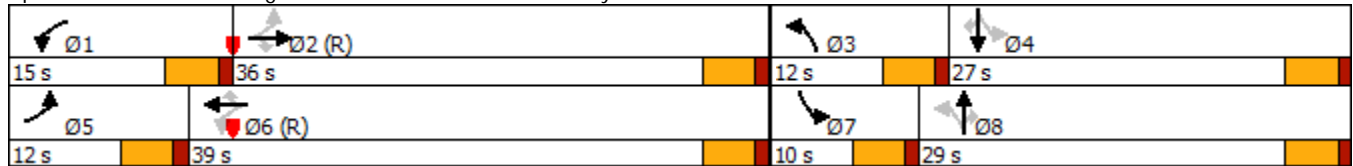


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	C-Max	None	Max
Maximum Split (s)	15	36	12	27	12	39	10	29
Maximum Split (%)	16.7%	40.0%	13.3%	30.0%	13.3%	43.3%	11.1%	32.2%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	65	80	26	38	65	77	26	36
End Time (s)	80	26	38	65	77	26	36	65
Yield/Force Off (s)	75.5	21.5	33.5	60.5	72.5	21.5	31.5	60.5
Yield/Force Off 170(s)	75.5	10.5	33.5	49.5	72.5	10.5	31.5	49.5
Local Start Time (s)	75	0	36	48	75	87	36	46
Local Yield (s)	85.5	31.5	43.5	70.5	82.5	31.5	41.5	70.5
Local Yield 170(s)	85.5	20.5	43.5	59.5	82.5	20.5	41.5	59.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 80 (89%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green













Splits and Phases: 4: High Plains Blvd & Veteran's Parkway



Queues

4: High Plains Blvd & Veteran's Parkway

Long Total AM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	142	121	42	253	274	95	126	826	137	53	547	153
v/c Ratio	0.27	0.10	0.07	0.39	0.20	0.14	0.45	0.74	0.23	0.27	0.61	0.30
Control Delay	13.3	19.9	0.2	14.4	19.0	2.2	10.3	14.4	2.7	20.7	34.8	10.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	13.3	19.9	0.2	14.4	19.0	2.2	10.3	14.4	2.7	20.7	34.8	10.7
Queue Length 50th (ft)	40	24	0	77	53	0	7	152	14	22	155	4
Queue Length 95th (ft)	72	43	0	124	81	17	m19	#220	m22	50	212	66
Internal Link Dist (ft)		1037			845			2748			960	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	531	1252	642	649	1363	688	284	1120	594	195	891	513
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.27	0.10	0.07	0.39	0.20	0.14	0.44	0.74	0.23	0.27	0.61	0.30

Intersection Summary

- # 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.
- m Volume for 95th percentile queue is metered by upstream signal.

HCM 6th Signalized Intersection Summary

4: High Plains Blvd & Veteran's Parkway

Long Total PM

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	140	285	125	170	180	50	70	615	240	70	745	165
Future Volume (veh/h)	140	285	125	170	180	50	70	615	240	70	745	165
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	147	300	26	179	189	6	74	647	96	74	784	66
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	517	1492	665	391	1044	465	331	1362	608	340	1706	761
Arrive On Green	0.08	0.42	0.42	0.00	0.29	0.29	0.00	0.38	0.38	0.09	0.96	0.96
Sat Flow, veh/h	1781	3554	1585	1781	3554	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	147	300	26	179	189	6	74	647	96	74	784	66
Grp Sat Flow(s),veh/h/ln	1781	1777	1585	1781	1777	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	4.9	4.8	0.9	0.1	3.6	0.2	0.1	12.4	3.6	2.1	1.4	0.2
Cycle Q Clear(g_c), s	4.9	4.8	0.9	0.1	3.6	0.2	0.1	12.4	3.6	2.1	1.4	0.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	517	1492	665	391	1044	465	331	1362	608	340	1706	761
V/C Ratio(X)	0.28	0.20	0.04	0.46	0.18	0.01	0.22	0.47	0.16	0.22	0.46	0.09
Avail Cap(c_a), veh/h	589	1492	665	617	1044	465	457	1362	608	385	1706	761
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	0.66	0.66	0.66	0.92	0.92	0.92
Uniform Delay (d), s/veh	18.3	16.5	15.4	26.9	23.7	22.5	19.1	20.9	18.2	14.6	1.0	0.9
Incr Delay (d2), s/veh	0.3	0.3	0.1	0.8	0.4	0.1	0.2	0.8	0.4	0.3	0.8	0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	2.0	0.3	3.2	1.5	0.1	1.0	5.1	1.3	0.8	0.5	0.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.6	16.8	15.5	27.8	24.1	22.6	19.4	21.7	18.6	14.9	1.8	1.1
LnGrp LOS	B	B	B	C	C	C	B	C	B	B	A	A
Approach Vol, veh/h		473			374			817			924	
Approach Delay, s/veh		17.3			25.8			21.1			2.8	
Approach LOS		B			C			C			A	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	0.0	42.3	0.0	47.7	11.4	30.9	8.7	39.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	19.5	6.5	34.5	10.5	20.5	6.5	34.5				
Max Q Clear Time (g_c+I1), s	0.0	0.0	0.0	3.4	6.9	2.2	4.1	14.4				
Green Ext Time (p_c), s	0.0	0.0	0.0	6.5	0.1	0.0	0.0	3.9				
Intersection Summary												
HCM 6th Ctrl Delay			14.6									
HCM 6th LOS			B									

Timing Report, Sorted By Phase

4: High Plains Blvd & Veteran's Parkway

Long Total PM

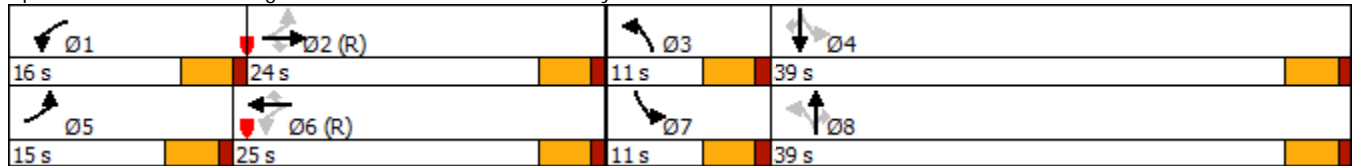


Phase Number	1	2	3	4	5	6	7	8
Movement	WBL	EBTL	NBL	SBTL	EBL	WBTL	SBL	NBTL
Lead/Lag	Lead	Lag	Lead	Lag	Lead	Lag	Lead	Lag
Lead-Lag Optimize	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recall Mode	None	C-Max	None	Max	None	C-Max	None	Max
Maximum Split (s)	16	24	11	39	15	25	11	39
Maximum Split (%)	17.8%	26.7%	12.2%	43.3%	16.7%	27.8%	12.2%	43.3%
Minimum Split (s)	9.5	22.5	9.5	22.5	9.5	22.5	9.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0	0	0
Walk Time (s)		7		7		7		7
Flash Dont Walk (s)		11		11		11		11
Dual Entry	No	Yes	No	Yes	No	Yes	No	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	39	55	79	0	39	54	79	0
End Time (s)	55	79	0	39	54	79	0	39
Yield/Force Off (s)	50.5	74.5	85.5	34.5	49.5	74.5	85.5	34.5
Yield/Force Off 170(s)	50.5	63.5	85.5	23.5	49.5	63.5	85.5	23.5
Local Start Time (s)	74	0	24	35	74	89	24	35
Local Yield (s)	85.5	19.5	30.5	69.5	84.5	19.5	30.5	69.5
Local Yield 170(s)	85.5	8.5	30.5	58.5	84.5	8.5	30.5	58.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 65
 Offset: 55 (61%), Referenced to phase 2:EBTL and 6:WBTL, Start of Green













Splits and Phases: 4: High Plains Blvd & Veteran's Parkway



Queues

4: High Plains Blvd & Veteran's Parkway

Long Total PM

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	147	300	132	179	189	53	74	647	253	74	784	174
v/c Ratio	0.32	0.37	0.29	0.43	0.22	0.11	0.24	0.45	0.32	0.21	0.54	0.23
Control Delay	20.4	31.3	7.3	22.0	28.8	0.5	18.4	25.3	9.5	11.0	17.1	1.9
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	20.4	31.3	7.3	22.0	28.8	0.5	18.4	25.3	9.5	11.0	17.1	1.9
Queue Length 50th (ft)	54	77	0	67	46	0	26	123	36	17	110	0
Queue Length 95th (ft)	96	116	45	115	75	0	m44	m182	m79	m34	144	9
Internal Link Dist (ft)		1037			845			2748			960	
Turn Bay Length (ft)	250		250	250		250	250		250	250		250
Base Capacity (vph)	475	808	463	440	846	475	307	1443	795	360	1443	748
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.31	0.37	0.29	0.41	0.22	0.11	0.24	0.45	0.32	0.21	0.54	0.23

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM 6th Signalized Intersection Summary

15: High Plains Blvd & Collector B

Long Total AM

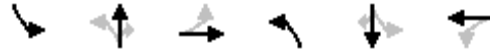
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	15	5	35	125	5	90	65	895	50	35	555	25
Future Volume (veh/h)	15	5	35	125	5	90	65	895	50	35	555	25
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	16	5	37	132	5	95	68	942	53	37	584	26
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	196	28	208	249	12	222	640	2381	1062	452	2339	1043
Arrive On Green	0.15	0.15	0.15	0.15	0.15	0.15	0.05	0.67	0.67	0.03	0.66	0.66
Sat Flow, veh/h	1295	192	1422	1365	80	1517	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	16	0	42	132	0	100	68	942	53	37	584	26
Grp Sat Flow(s),veh/h/ln	1295	0	1614	1365	0	1597	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	1.0	0.0	2.1	8.4	0.0	5.1	1.1	10.7	1.0	0.6	6.0	0.5
Cycle Q Clear(g_c), s	6.2	0.0	2.1	10.5	0.0	5.1	1.1	10.7	1.0	0.6	6.0	0.5
Prop In Lane	1.00		0.88	1.00		0.95	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	196	0	236	249	0	234	640	2381	1062	452	2339	1043
V/C Ratio(X)	0.08	0.00	0.18	0.53	0.00	0.43	0.11	0.40	0.05	0.08	0.25	0.02
Avail Cap(c_a), veh/h	344	0	422	405	0	417	708	2381	1062	521	2339	1043
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	0.75	0.75	0.75	1.00	1.00	1.00
Uniform Delay (d), s/veh	37.8	0.0	33.7	38.3	0.0	35.0	4.3	6.7	5.1	4.9	6.3	5.3
Incr Delay (d2), s/veh	0.2	0.0	0.4	1.8	0.0	1.2	0.1	0.4	0.1	0.1	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.8	2.9	0.0	2.0	0.3	3.6	0.3	0.2	2.1	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	38.0	0.0	34.0	40.0	0.0	36.2	4.4	7.0	5.1	5.0	6.5	5.4
LnGrp LOS	D	A	C	D	A	D	A	A	A	A	A	A
Approach Vol, veh/h		58			232			1063			647	
Approach Delay, s/veh		35.1			38.4			6.8			6.4	
Approach LOS		D			D			A			A	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	7.5	64.8		17.7	8.6	63.7		17.7				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	6.5	46.5		23.5	7.5	45.5		23.5				
Max Q Clear Time (g_c+I1), s	2.6	12.7		8.2	3.1	8.0		12.5				
Green Ext Time (p_c), s	0.0	8.3		0.2	0.0	4.6		0.7				

Intersection Summary

HCM 6th Ctrl Delay	11.1
HCM 6th LOS	B

Timing Report, Sorted By Phase
15: High Plains Blvd & Collector B

Long Total AM

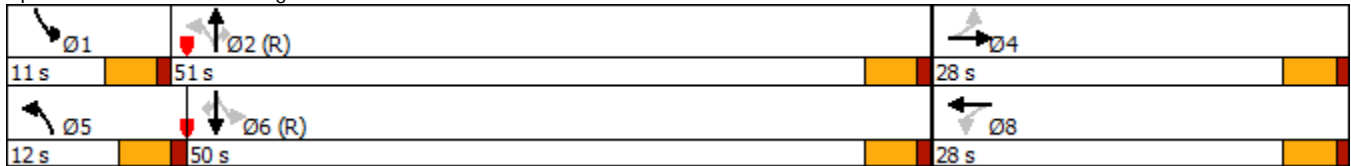


Phase Number	1	2	4	5	6	8
Movement	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Lead/Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	11	51	28	12	50	28
Maximum Split (%)	12.2%	56.7%	31.1%	13.3%	55.6%	31.1%
Minimum Split (s)	9.5	22.5	22.5	9.5	22.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7	7		7	7
Flash Dont Walk (s)		11	11		11	11
Dual Entry	No	Yes	Yes	No	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	68	79	40	68	80	40
End Time (s)	79	40	68	80	40	68
Yield/Force Off (s)	74.5	35.5	63.5	75.5	35.5	63.5
Yield/Force Off 170(s)	74.5	24.5	52.5	75.5	24.5	52.5
Local Start Time (s)	78	89	50	78	0	50
Local Yield (s)	84.5	45.5	73.5	85.5	45.5	73.5
Local Yield 170(s)	84.5	34.5	62.5	85.5	34.5	62.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 55
 Offset: 80 (89%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green











Splits and Phases: 15: High Plains Blvd & Collector B



Queues

15: High Plains Blvd & Collector B

Long Total AM























										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	16	42	132	100	68	942	53	37	584	26
v/c Ratio	0.08	0.15	0.63	0.30	0.11	0.40	0.05	0.08	0.26	0.02
Control Delay	30.7	13.0	47.8	10.0	1.6	9.3	2.5	4.5	8.5	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	30.7	13.0	47.8	10.0	1.6	9.3	2.5	4.5	8.5	0.0
Queue Length 50th (ft)	8	2	71	2	1	258	3	4	71	0
Queue Length 95th (ft)	24	28	121	42	m2	341	m13	15	123	0
Internal Link Dist (ft)		775		476		960			557	
Turn Bay Length (ft)	150		150		250		250	250		250
Base Capacity (vph)	336	449	355	486	628	2378	1087	450	2280	1046
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.05	0.09	0.37	0.21	0.11	0.40	0.05	0.08	0.26	0.02

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

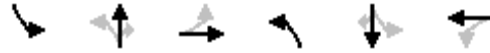
HCM 6th Signalized Intersection Summary
 15: High Plains Blvd & Collector B

Long Total PM

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	90	5	205	85	5	65	190	480	135	100	690	80
Future Volume (veh/h)	90	5	205	85	5	65	190	480	135	100	690	80
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	95	5	25	89	5	8	200	505	88	105	726	30
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	216	28	141	200	67	108	616	2468	1101	736	2435	1086
Arrive On Green	0.10	0.10	0.10	0.10	0.10	0.10	0.12	1.00	1.00	0.05	0.69	0.69
Sat Flow, veh/h	1401	271	1355	1380	648	1036	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	95	0	30	89	0	13	200	505	88	105	726	30
Grp Sat Flow(s),veh/h/ln	1401	0	1626	1380	0	1684	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	5.9	0.0	1.5	5.7	0.0	0.6	3.1	0.0	0.0	1.5	7.3	0.5
Cycle Q Clear(g_c), s	6.5	0.0	1.5	7.2	0.0	0.6	3.1	0.0	0.0	1.5	7.3	0.5
Prop In Lane	1.00		0.83	1.00		0.62	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	216	0	169	200	0	175	616	2468	1101	736	2435	1086
V/C Ratio(X)	0.44	0.00	0.18	0.44	0.00	0.07	0.32	0.20	0.08	0.14	0.30	0.03
Avail Cap(c_a), veh/h	436	0	425	417	0	440	835	2468	1101	813	2435	1086
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	0.92	0.92	0.92	1.00	1.00	1.00
Uniform Delay (d), s/veh	39.4	0.0	36.8	40.1	0.0	36.4	3.5	0.0	0.0	3.3	5.6	4.5
Incr Delay (d2), s/veh	1.4	0.0	0.5	1.5	0.0	0.2	0.3	0.2	0.1	0.1	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.1	0.0	0.6	2.0	0.0	0.3	0.8	0.1	0.0	0.4	2.4	0.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	40.8	0.0	37.3	41.6	0.0	36.6	3.7	0.2	0.1	3.4	5.9	4.6
LnGrp LOS	D	A	D	D	A	D	A	A	A	A	A	A
Approach Vol, veh/h		125			102			793			861	
Approach Delay, s/veh		39.9			41.0			1.1			5.6	
Approach LOS		D			D			A			A	
Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	9.1	67.0		13.9	10.0	66.2		13.9				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	8.5	44.5		23.5	16.5	36.5		23.5				
Max Q Clear Time (g_c+I1), s	3.5	2.0		8.5	5.1	9.3		9.2				
Green Ext Time (p_c), s	0.1	4.1		0.3	0.4	5.6		0.2				
Intersection Summary												
HCM 6th Ctrl Delay			7.9									
HCM 6th LOS			A									

Timing Report, Sorted By Phase
15: High Plains Blvd & Collector B

Long Total PM

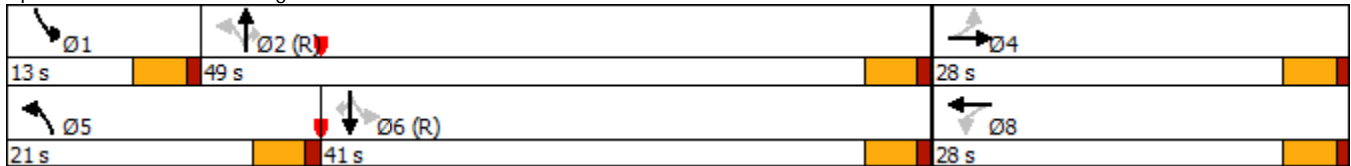


Phase Number	1	2	4	5	6	8
Movement	SBL	NBTL	EBTL	NBL	SBTL	WBTL
Lead/Lag	Lead	Lag		Lead	Lag	
Lead-Lag Optimize	Yes	Yes		Yes	Yes	
Recall Mode	None	C-Max	None	None	C-Max	None
Maximum Split (s)	13	49	28	21	41	28
Maximum Split (%)	14.4%	54.4%	31.1%	23.3%	45.6%	31.1%
Minimum Split (s)	9.5	22.5	22.5	9.5	22.5	22.5
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	1	1	1	1	1	1
Minimum Initial (s)	5	5	5	5	5	5
Vehicle Extension (s)	3	3	3	3	3	3
Minimum Gap (s)	3	3	3	3	3	3
Time Before Reduce (s)	0	0	0	0	0	0
Time To Reduce (s)	0	0	0	0	0	0
Walk Time (s)		7	7		7	7
Flash Dont Walk (s)		11	11		11	11
Dual Entry	No	Yes	Yes	No	Yes	Yes
Inhibit Max	Yes	Yes	Yes	Yes	Yes	Yes
Start Time (s)	69	82	41	69	0	41
End Time (s)	82	41	69	0	41	69
Yield/Force Off (s)	77.5	36.5	64.5	85.5	36.5	64.5
Yield/Force Off 170(s)	77.5	25.5	53.5	85.5	25.5	53.5
Local Start Time (s)	69	82	41	69	0	41
Local Yield (s)	77.5	36.5	64.5	85.5	36.5	64.5
Local Yield 170(s)	77.5	25.5	53.5	85.5	25.5	53.5

Intersection Summary

Cycle Length 90
 Control Type Actuated-Coordinated
 Natural Cycle 60
 Offset: 0 (0%), Referenced to phase 2:NBTL and 6:SBTL, Start of Green











Splits and Phases: 15: High Plains Blvd & Collector B



Queues

15: High Plains Blvd & Collector B

Long Total PM

										
Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT	SBR
Lane Group Flow (vph)	95	221	89	73	200	505	142	105	726	84
v/c Ratio	0.46	0.52	0.89	0.24	0.37	0.22	0.13	0.16	0.34	0.08
Control Delay	40.3	9.3	100.1	10.6	10.9	9.2	4.3	4.9	11.0	1.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	40.3	9.3	100.1	10.6	10.9	9.2	4.3	4.9	11.0	1.1
Queue Length 50th (ft)	50	2	50	2	41	75	9	13	100	0
Queue Length 95th (ft)	89	58	#110	36	124	106	17	36	181	10
Internal Link Dist (ft)		775		476		960			557	
Turn Bay Length (ft)	150		150		250		250	250		250
Base Capacity (vph)	344	574	169	468	662	2258	1061	687	2115	997
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.28	0.39	0.53	0.16	0.30	0.22	0.13	0.15	0.34	0.08

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.
 Queue shown is maximum after two cycles.

HCM 6th TWSC
 18: High Plains Blvd & North Site Access

Item #11.

Long Total AM

Intersection

Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑↑	↗	↘	↑↑
Traffic Vol, veh/h	50	25	985	15	10	565
Future Vol, veh/h	50	25	985	15	10	565
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	250	250	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	53	26	1037	16	11	595

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1357	519	0	0	1053
Stage 1	1037	-	-	-	-
Stage 2	320	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	140	502	-	-	657
Stage 1	303	-	-	-	-
Stage 2	709	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	138	502	-	-	657
Mov Cap-2 Maneuver	242	-	-	-	-
Stage 1	303	-	-	-	-
Stage 2	697	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	20.2	0	0.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	242	502	657
HCM Lane V/C Ratio	-	-	0.217	0.052	0.016
HCM Control Delay (s)	-	-	24	12.6	10.6
HCM Lane LOS	-	-	C	B	B
HCM 95th %tile Q(veh)	-	-	0.8	0.2	0

HCM 6th TWSC
 18: High Plains Blvd & North Site Access

Long Total PM

Intersection

Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↕↕	↗	↘	↕↕
Traffic Vol, veh/h	30	15	585	50	25	840
Future Vol, veh/h	30	15	585	50	25	840
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	100	0	-	250	250	-
Veh in Median Storage, #	1	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	16	616	53	26	884

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	1110	308	0	0	669
Stage 1	616	-	-	-	-
Stage 2	494	-	-	-	-
Critical Hdwy	6.84	6.94	-	-	4.14
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	-	-	2.22
Pot Cap-1 Maneuver	203	688	-	-	917
Stage 1	501	-	-	-	-
Stage 2	579	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	197	688	-	-	917
Mov Cap-2 Maneuver	331	-	-	-	-
Stage 1	501	-	-	-	-
Stage 2	563	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.8	0	0.3
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	331	688	917	-
HCM Lane V/C Ratio	-	-	0.095	0.023	0.029	-
HCM Control Delay (s)	-	-	17	10.4	9	-
HCM Lane LOS	-	-	C	B	A	-
HCM 95th %tile Q(veh)	-	-	0.3	0.1	0.1	-

HCM 6th TWSC
10: Collector C & Veteran's Parkway

Item #11.

Long Total AM

Intersection												
Int Delay, s/veh	3.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗	↘	↖	↗	↘	↖	↗	↘	↖	↗	↘
Traffic Vol, veh/h	30	240	25	10	440	10	70	1	25	35	1	80
Future Vol, veh/h	30	240	25	10	440	10	70	1	25	35	1	80
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	250	250	-	250	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	253	26	11	463	11	74	1	26	37	1	84

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	474	0	0	279	0	0	571	813	127	676	828	232
Stage 1	-	-	-	-	-	-	317	317	-	485	485	-
Stage 2	-	-	-	-	-	-	254	496	-	191	343	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1084	-	-	1281	-	-	404	311	900	339	305	770
Stage 1	-	-	-	-	-	-	669	653	-	532	550	-
Stage 2	-	-	-	-	-	-	728	544	-	792	636	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1084	-	-	1281	-	-	349	299	900	319	293	770
Mov Cap-2 Maneuver	-	-	-	-	-	-	349	299	-	319	293	-
Stage 1	-	-	-	-	-	-	649	633	-	516	545	-
Stage 2	-	-	-	-	-	-	642	539	-	745	617	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.9			0.2			15.8			12.6		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	349	835	1084	-	-	1281	-	-	319	755
HCM Lane V/C Ratio	0.211	0.033	0.029	-	-	0.008	-	-	0.115	0.113
HCM Control Delay (s)	18.1	9.5	8.4	-	-	7.8	-	-	17.8	10.4
HCM Lane LOS	C	A	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.8	0.1	0.1	-	-	0	-	-	0.4	0.4

HCM 6th TWSC
10: Collector C & Veteran's Parkway

Long Total PM

Intersection

Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↘	↑↑	↗	↘	↑↑	↗	↘	↗		↘	↗	
Traffic Vol, veh/h	85	505	85	30	355	35	50	1	20	25	1	50
Future Vol, veh/h	85	505	85	30	355	35	50	1	20	25	1	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	250	-	250	250	-	250	250	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	89	532	89	32	374	37	53	1	21	26	1	53

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	411	0	0	621	0	0	962	1185	266	883	1237	187
Stage 1	-	-	-	-	-	-	710	710	-	438	438	-
Stage 2	-	-	-	-	-	-	252	475	-	445	799	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1144	-	-	956	-	-	210	188	732	240	175	823
Stage 1	-	-	-	-	-	-	391	435	-	567	577	-
Stage 2	-	-	-	-	-	-	730	556	-	562	396	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1144	-	-	956	-	-	179	168	732	213	156	823
Mov Cap-2 Maneuver	-	-	-	-	-	-	179	168	-	213	156	-
Stage 1	-	-	-	-	-	-	361	401	-	523	558	-
Stage 2	-	-	-	-	-	-	659	538	-	502	365	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.1			0.6			26.7			14.8		
HCM LOS							D			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	179	631	1144	-	-	956	-	-	213	759
HCM Lane V/C Ratio	0.294	0.035	0.078	-	-	0.033	-	-	0.124	0.071
HCM Control Delay (s)	33.3	10.9	8.4	-	-	8.9	-	-	24.3	10.1
HCM Lane LOS	D	B	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	1.2	0.1	0.3	-	-	0.1	-	-	0.4	0.2

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Item #11.

Long Total AM

Intersection												
Int Delay, s/veh	5.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↔	↑↑	↔	↔	↑↑	↔	↔	↔	↔	↔	↔	↔
Traffic Vol, veh/h	65	215	20	10	245	30	55	1	25	70	1	160
Future Vol, veh/h	65	215	20	10	245	30	55	1	25	70	1	160
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	350	350	-	350	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	68	226	21	11	258	32	58	1	26	74	1	168

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	290	0	0	247	0	0	514	674	113	530	663	129
Stage 1	-	-	-	-	-	-	362	362	-	280	280	-
Stage 2	-	-	-	-	-	-	152	312	-	250	383	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1269	-	-	1316	-	-	443	375	918	432	380	897
Stage 1	-	-	-	-	-	-	629	624	-	703	678	-
Stage 2	-	-	-	-	-	-	835	656	-	732	610	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1269	-	-	1316	-	-	342	352	918	399	356	897
Mov Cap-2 Maneuver	-	-	-	-	-	-	342	352	-	399	356	-
Stage 1	-	-	-	-	-	-	595	590	-	665	673	-
Stage 2	-	-	-	-	-	-	671	651	-	672	577	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	1.7			0.3			15			11.8		
HCM LOS							C			B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	342	865	1269	-	-	1316	-	-	399	889
HCM Lane V/C Ratio	0.169	0.032	0.054	-	-	0.008	-	-	0.185	0.191
HCM Control Delay (s)	17.7	9.3	8	-	-	7.8	-	-	16.1	10
HCM Lane LOS	C	A	A	-	-	A	-	-	C	B
HCM 95th %tile Q(veh)	0.6	0.1	0.2	-	-	0	-	-	0.7	0.7

HCM 6th TWSC
8: Veteran's Parkway & Collector A

Long Total PM

Intersection

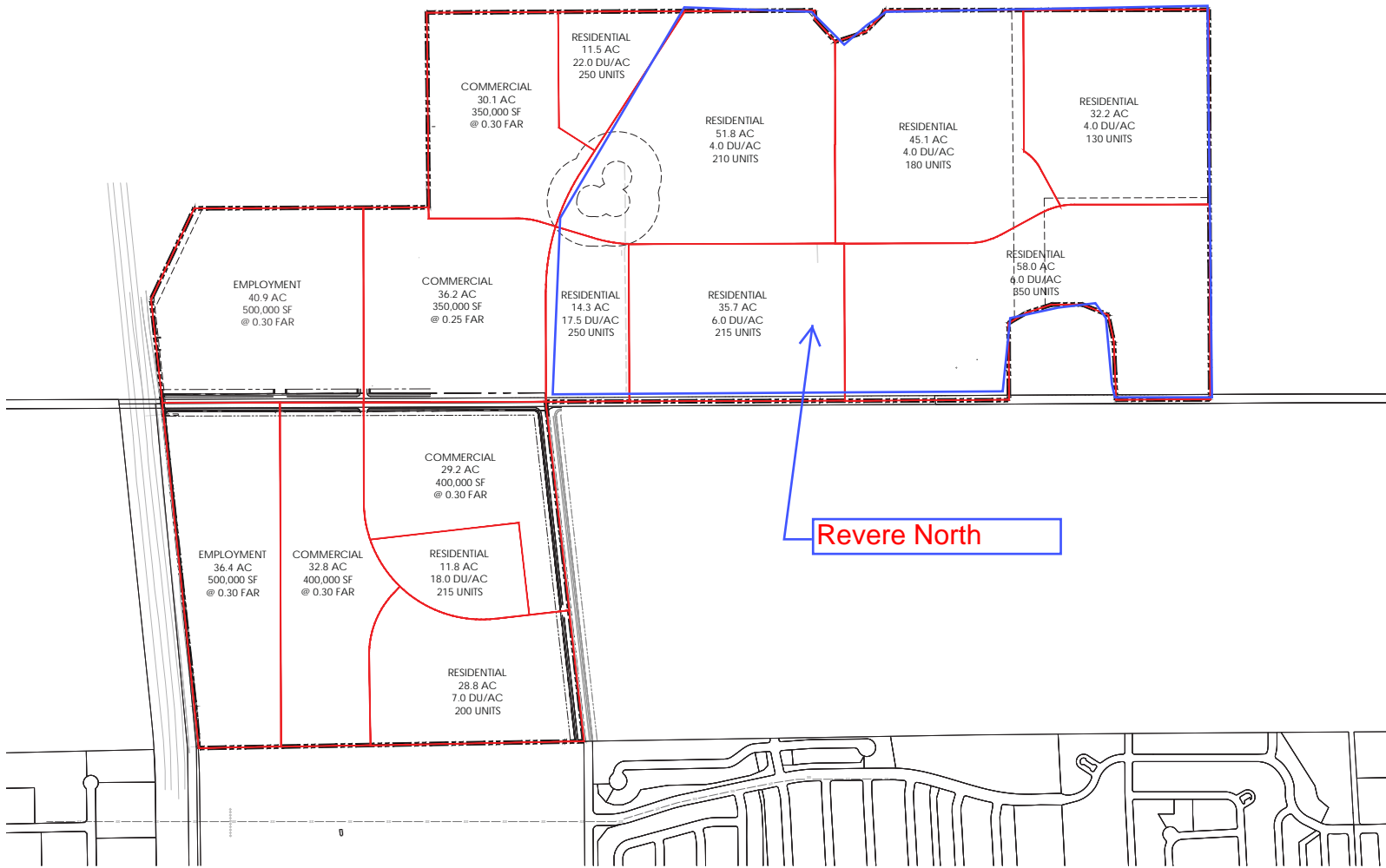
Int Delay, s/veh	5.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	185	295	70	30	270	80	40	1	20	50	1	110
Future Vol, veh/h	185	295	70	30	270	80	40	1	20	50	1	110
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	350	-	350	350	-	350	100	-	-	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	195	311	74	32	284	84	42	1	21	53	1	116

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	368	0	0	385	0	0	908	1133	156	894	1123	142
Stage 1	-	-	-	-	-	-	701	701	-	348	348	-
Stage 2	-	-	-	-	-	-	207	432	-	546	775	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	1187	-	-	1170	-	-	230	202	862	236	204	880
Stage 1	-	-	-	-	-	-	395	439	-	641	633	-
Stage 2	-	-	-	-	-	-	776	581	-	490	406	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1187	-	-	1170	-	-	170	164	862	196	166	880
Mov Cap-2 Maneuver	-	-	-	-	-	-	170	164	-	196	166	-
Stage 1	-	-	-	-	-	-	330	367	-	536	616	-
Stage 2	-	-	-	-	-	-	654	565	-	398	339	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2.9			0.6			25.2			16.1		
HCM LOS							D			C		

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	170	717	1187	-	-	1170	-	-	196	847
HCM Lane V/C Ratio	0.248	0.031	0.164	-	-	0.027	-	-	0.269	0.138
HCM Control Delay (s)	33	10.2	8.6	-	-	8.2	-	-	30	9.9
HCM Lane LOS	D	B	A	-	-	A	-	-	D	A
HCM 95th %tile Q(veh)	0.9	0.1	0.6	-	-	0.1	-	-	1	0.5

APPENDIX K



Revere North

Platte Land & Water
Great Plains Village

APPENDIX L

APPENDIX M

APPENDIX N

APPENDIX O

APPENDIX P



Preliminary Drainage Report

Revere North Filing No. 1 Johnstown, Colorado

Project No. 1060-08

Submittal: 1st: April 8, 2022

Prepared For:
Forestar Group Inc.
9555 S. Kingston Court, Suite 200
Englewood, CO 80112

Prepared By:
Innovative Land Consultants, Inc.
12071 Tejon Street, Suite 470
Westminster, CO 80234
(303) 421-4224

PRELIMINARY DRAINAGE REPORT – REVERE NORTH FILING NO. 1

CERTIFICATIONS

CERTIFICATION OF ENGINEER

"I hereby certify that this Preliminary Drainage Report for Revere North at Johnstown Filing No. 1 was prepared under my direct supervision in accordance with the provisions of the Town of Johnstown Storm Drainage Criteria for the owners thereof".

Teresa Rae Hogan, PE
Registered Professional Engineer
State of Colorado No. 28789
For and on behalf of _____

Prepared by
Alex Asadullaev, PE
Senior Project Engineer

CERTIFICATION OF Owner

Forestar, Inc. hereby certifies the drainage facilities for Revere North at Johnstown Filing No. 1 shall be constructed according to the design presented in this report. We understand that the Town of Johnstown does not and will not assume liability for drainage facilities designed and/or certified by our engineer. We also understand that the Town of Johnstown relies on the representation of others to establish that drainage facilities are designed and constructed in compliance with Town of Johnstown guidelines, standards or specifications. Review by the Town of Johnstown can therefore in no way limit or diminish any liability, which we or any other party may have with respect to the design or construction of such facilities."

Attest:

Name of Responsible Party

Notary Public

Authorized Signature

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A. Introduction

1. Description of Site

a. Area, Adjacent Streets, Subdivision Name, Lot and Block, Site Plan Name

Revere at Johnstown Filing No. 1 is a proposed single-family residential subdivision located within the Great Plains Village Master Planned community in Johnstown, Colorado. The site is located in the southwest quarter of Section 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Weld County Colorado. The site is located approximately 1.3 miles east of the Interstate Highway 25, and is located adjacent to and north of Larimer Country Road 14 (also known as Weld County Road 50), and approximately 0.6 miles west of the South County Line Road in the Town of Johnstown, Colorado. See the below Vicinity Map for reference.



Vicinity Map

b. Surrounding Developments

Revere North Filing 1 is located within the Great Plains Village Master Planned Community. Undeveloped land currently surrounds the site on the east, north and west side of the site. The site is adjacent to the existing home and farm along the south portion of its western property. The south side of the site is adjacent to the existing East County Road 14 and is also surrounds an existing structures that shall be removed with this project.

The project, inclusive of the proposed major roadways, local roads, single family and multi family housing, a club house and two proposed drainage ponds is approximately 107 acres in size. Currently, the site is used for agricultural farming purposes. The site contains a 24 inch irrigation line bisecting the southeast corner of the site as well as existing irrigation ditch flowing through the northeast corner of the site.

The existing topography of the proposed site consists of slopes varying from 1 to 5% slopes. Majority of the site slopes to the north with a southeastern corner portion of the

site sloping to the southeast. Per the NRCS Soils Survey the site consist of Type A, type B , and Type C Hydrologic Soils. The northern portion of the site consists of Ascalon Sandy Loam soils that belong to the Hydrologic Soil Group B and shall be evaluated as such. Wiley Silt Loam soils are present on site in the southern portion of the site, and is also classified as Soil Hydrologic Type B. The area of the site occupied by Hydrologic Soil Type B is approximately 45% of the total project site area.

The predominant type of soil on this site is Weld Silt Loam occupying central portion of the site. These soils belong to Hydrologic Soil Group C. As the present soil type A areas are negligible the 55% of the site area outside of Soil Type B shall be evaluated as Type C soils within this report.

Please reference appendix C for the soil information obtained from the United States Department of Agriculture (USDA) for soil information and map reflecting the soil locations as well as the site soil area tables.

Great Plains Village Master Planned Community is comprised of 15 planning areas in total. Filing 1 North includes the development of parts of PA-4, PA-5, and PA-7 and all of PA-6. These areas have a conceptual layout which includes 244 single-family dwellings, 98 duplex dwellings, public park spaces, sidewalks, two drainage ponds, club house, and public rights-of-ways.

B. Description of Basin and Sub-basins

a. Major Drainageways

There are no major drainageways located on or adjacent to the project site.

The project site is not within a FEMA regulated floodplain. It is located within unshaded Zone X as shown on the FEMA Firm Map 08069C1405g, dated January 15, 2021, included in the Appendix C of this report.

b. Compliance with Storm Water Master Plan for Town of Johnstown

The proposed development is located within the two major basins from the Storm Water Master Plan for the Town of Johnstown, hence forth referred to as Johnstown Master Plan. The two basins containing this property are the Elwell Basin and Twin Mounds Basin of the Johnstown Master Plan with both major basins ultimately discharging into the Big Thompson River. As recommended in the Johnstown Master Plan, on-site ponds are provided for detention and water quality with release rates in accordance with Table IV-1 from the Johnstown Master Plan. Majority of the site is located within the Twin Mounds Basin with a minor portion of the southeastern site corner as part of the Elwell Basin. The proposed development will continue to drain in the pattern of these designated basins with two proposed ponds on site that will continue to release the flows per the Johnstown Master Plan. Please find the relevant references from Johnstown Master Plan included in Appendix C of this report.

c. Nearby Drainage and Irrigation Features

An existing irrigation canal line runs through the northeastern corner of the property and shall remain undisturbed. The existing site was used as the farmland and contains some irrigation pipes that were used for site farm irrigation only. These pipes shall be capped/ abandoned in place during the construction. An existing 24 inch irrigation pipe bisecting the proposed development in south east corner. It shall be realigned

with the construction of the project and the realignment plans shall be part of the construction drawings. The representation of the alignment is represented on the Drainage Plan in the back of this report.

d. Historic Drainage Patterns

As previously mentioned, the existing topography of the proposed site consists of slopes between 1% to 5%, with the majority of the site sloping to the north of the site. A ridge separating site into two drainage areas is located through the southeast corner of the site and the south east corner drains generally to the southeast. Please reference the Historic Drainage Exhibit located in the back of this report for the onsite drainage pattern representation.

e. Off-Site Drainage Patterns

The east property edge of the site is located at the top of the drainage basins and the offsite flows are not expected to be delivered into this site from the east. The area generally slopes away from the site in current conditions.

An outparcel, as described in Great Planes Village report, located north of the Weld County Road 50 and represented in the Great Planes Village masterplan is located at the southern edge of the site and is surrounded by the site. The flows from this outparcel will be entering the site and shall be accommodated within the drainage. As this outparcel is located at the top of the drainage ridge the flows here are split to the north and to the east. The outparcel is represented by basins OS-1 (Design point 8) and OS-2 (Design Point 10). Please refer to the Drainage Facility design section of this report for the discussion of the drainage capture of this area.

The southern boundary of this site is Weld County Road 50. A portion of the Twin Mounds Basin from the Storm Water Master Plan for the Town of Johnstown topographically is draining north across the Weld County Road 50 at the design point 5. This area is designated as Basin Offsite South (Basin OS-S) on the Twin Mounds Basin exhibit included in the back of this report. The total portion of Twin Mounds Basin coming from the south is approximately 103.5 Acres. Currently this area is undeveloped. Northern portion of the proposed Revere Filing 1 Development lies within this area and upon construction will provide a detention pond (Pond C) that will be detaining the flows to the Johnstown Masterplan criteria. Current historic flows coming across the road at the design point 5 are 37.3 cfs in a 5 year storm and 94.2 cfs in a 100 year storm. With the development of the Revere Filing 1 North project the historic flows from this area shall be accommodated to pass through the site. The storm system will be extended to fully accommodate the 5 year historic flows from this portion of the Twin Mounds Basin. 100 year flows shall be accommodated within the right of way of the proposed streets continuing to the north from WCR 50.

Off-site drainage from the western portion of Great Plains Village basins located north of Weld County Road 50 is partially tributary to the proposed site. The portion of the Twin Mounds basin located to the west and draining toward the proposed site is designated as Basin Offsite West (Basin OS-W) and is represented by Basins OS-W1, OS-W2, and OS-W3 on the Twin Mounds Drainage exhibit located at the back of this report. This portion of Twin Mounds basin is approximately 405 Acres in size and contributes peak flows of approximately 145.7 cfs in a 5 Year Storm and 368.4 cfs in a 100 Year storm. The low point of this area is designated as Design Point 2 on the Twin Mounds Drainage Exhibit. With the development of the site and the storm infrastructure Basin OS-W shall be subdivided into appropriate areas draining toward the site. Several

low points shall be used along the western edge of the site to collect the offsite flows as appropriate to provide the storm path through the system and through the proposed Pond. Temporary swales and area inlets will be provided for the interim condition (final condition of the Phase 1 construction) to capture the undeveloped runoff from these areas along the west side of the proposed road to direct the flows to Design Point 2. Storm system and swales shall be constructed to collect the 5 year storm within the storm system and bypass it through the site. In a 100 year event the storm shall be carried via combination of storm and street capacities to direct the 100 year flows through the proposed site.

While the proposed pond within the site may provide additional storage for some of the area located within the Great Planes village, it shall not be responsible for providing Detention to any portion of Twin Mounds Basin. Any future development of this basin upstream of the site shall provide drainage evaluation to the Town of Johnstown and comply with the original Master Study of releasing no more than 0.91 cfs per acre in a 100 year storm.

Storm infrastructure provided at the western boundary of the proposed site shall be sized for future minor flows from the basins to the west.

The northern boundary of the project is located at the lowest elevation of the site and the topography generally slopes away from the site to the north. No offsite flows are anticipated to enter the site from the north.

C. Drainage Design Criteria

1. Hydrologic Criteria

a. Rainfall Source

Per Mile High Flood District (MHFD, formerly UDFCD) NOAA Atlas 14 was used to obtain the 5-year and 100-year 1-hour point rainfall, respectively. The minor storm is the 5-year event; the major storm is the 100-year event.

5-year $P_1 = 1.11$ in
100-year $P_1 = 2.80$ in

The obtained Rainfall Frequency Data is included in Appendix C of this report.

b. Calculation Method

The rational method was utilized to calculate peak runoff values for drainage basins. Impervious coefficients were determined for each basin based on land use. Time of concentrations were calculated by combining the initial time or overland flow time with the travel time in the swale, gutter, and storm sewer. The one-hour rainfall and time of concentrations were used to calculate rainfall intensities. Basin peak runoff calculations can be found in Appendix A of this report.

c. Detention Volume Computation Method

Detention is provided in the proposed full spectrum detention ponds located at the north and southeast corner of the proposed site. The required volumes for the ponds were calculated using the MHFD-Detention Version 4.05 (February 2022). The pond release rates are calculated using Table IV-1 from the Johnstown' Master Plan.

d. Peak Runoff

Peak runoff was calculated for the minor 5-year and major 100-year storm events.

D. Drainage Facility Design

a. Drainage Patterns and Basin Discussion

Per the historic drainage analysis and plan provided in the Preliminary Drainage Report for Great Plains Village, Johnstown Colorado – henceforth referred to as Great Planes Study (please see Appendix C for reference), prepared by Core Consultants, Inc., the site is located within portion of the historic basin EX-3 and entire basin EX-4 (EX-3 sloping to the north and EX-2 sloping to the southeast). The proposed drainage map, prepared by Core Consultants Inc., subdivides the existing basin EX-3 into multiple basins named E through K. Existing basin EX-4 is the proposed Basin L of the that are represented within the study comprise the Southeastern portion of the site located within Elwel Basin. This outparcel is represented by basins OS-1 and OS-2 of the provided Drainage Plan.

As previously mentioned, the existing topography of the site is split with the northern portion of the site sloped to the north This area shall be named Major Basin A within this report. The Major Basin A is a portion of the Historic Basin EX-3 of Great Planes Study. The Major Basin A is also comprised of parts of proposed basins I, J, and K of the Great Planes study. A proposed Pond A shall be provided to collect and detain the flows from this area. It will release the flows to the north in their historic pattern as part of the Twin Mound Basin per the criteria set in the Johnstown Master Plan.

The southeastern corner portion of the site sloped to the southeast and this basin shall be named Major Basin B within this report. Major Basin B is represented in the Great Planes Study as existing basin EX-4 and as Proposed Basin L. The entirety of this proposed Major Basin B will drain and the storm flows be detained in the proposed Pond B. The release flows from this pond will be directed to the east along Weld County Road 50, into the Elwel Basin.

As per the assumption stated in the Great Plains Study each planning area will require on-site detention pond. This will remain true for the Master Basin B. Proposed Pond A shall be providing the detention for the entire Major Basin A. As the proposed site does not match the boundaries of the planning areas used in the Great Planes Study the proposed pond A within the Major Basin A will be providing detention for the parts of Planning Areas 2 through 8 of the Great Planes Study.

The proposed reconfiguration of the drainage basins of the Great Planes Study driven by the development of this site does not alter the standards for storm conveyance and detention set forth in the Johnstown Master Plan and in the Great Planes Study.

Pond A shall be constructed to provide the detention for the entire proposed Filing 1 for Revere North. The outlet structure shall be designed to function for the proposed conditions of the Filing 1 being completely built out. The proposed pond A will have additional built in storage within its volume that will be utilized above the 100 year storm as a temporary emergency volume prior to the emergency spillway. This additional volume will be utilized upon upstream development to the west of Filing 1 (Basin I of

the Great Planes Study.) The provision of the additional storage does not exempt the remainder of Basin I of the Great Planes Study from the storm evaluation and original standards set forth in Johnstown Master Plan. Provision of the additional storage may be utilized upon proper evaluation of Pond A, redesign and reconstruction of the outlet structure within Pond A, and storm system extension and evaluation with construction of the upstream projects. With the development of the site in the future, if the provided storage is found insufficient for the land use, an additional detention may be required upstream of this project. The pond volumes and areas discussed below in the Detention section of this report is conditional on the future development, area use, and densities of the remainder of Basin I of the Great Planes Study upon its development.

The proposed drainage concept for Revere North Filing No. 1 maintains the overall concept from the 'Master' Preliminary Drainage Report prepared by Core. The proposed preliminary drainage plan splits basins of the Great Planes Study into onsite and offsite basins for the purposes of this report and site development. An exhibit is provided in Appendix C, representing the information discussing the basins.

Major Basin A is approximately 98.8 acres in size and consists of single-family and single-family duplex units. A storm system is provided from Pond A through the streets at low points and to ensure the minor storm street capacity is not exceeded. Swales are provided along the western boundary to divert flows to area inlets. Storm stubs are provided for the future developments to the west and south to convey the flows of Twin Mound Basin. The flows from a portion of the outparcel of Great Planes Study located at the south end of Major Basin A are expected to be received and conveyed through this Basin.

Major Basin B is approximately 8.2 acres that primarily consists of single-family detached units and Pond B. A storm system within this basin shall drain to Pond B. Pond B shall provide the necessary full spectrum detention for the entire basin and convey offsite flows from the portion of the outparcel of Great Planes Study located west of Major Basin B. Please refer to the Drainage Map located in the back of this report for the Basin location and drainage patterns.

Peak basin runoff calculations are provided in Appendix A. All major basins will be further subdivided in the Final Drainage Report for stormwater routing and hydraulic analysis.

b. Conveyance of Off-Site Drainage

The proposed drainage infrastructure for Revere at Johnstown will be sized to convey the future developed flows from the off-site basins to the west and south as well as the outparcel located adjacent to the southern property line of this site. The proposed drainage plan ensures that all current/undeveloped off-site flows are accounted for and conveyed prior to the developments that will occur in the future. In the interim condition, swales are provided along the west portion of the site to collect the existing storm runoff.

Future development to the west will require on-site detention ponds as per Johnstown Master Plan. Release rates from the future ponds will be analyzed based on Table IV-1 from the Johnstown Master Plan.

c. Preliminary Detention Pond Sizing and Site Outfall Discussion

MHFD detention spreadsheets were used to size the on-site detention ponds. The table below summarizes the volumes required for the on-site ponds based on the proposed site plan.

Preliminary Pond Sizing			
Pond Designation	Proposed Site Area Tributary to the Pond (Acre)	Basin Imperviousness (%)	Calculated Required Volume (cu ft)
Pond A	95.29	46	9.08
Pond B	8.84	54	0.94

To maintain consistency with the existing drainage patterns and Johnstown Master Plan, future off-site ponds from the south, across Weld County Road 50 will be routed through Pond A assumed storm release rates at this point shall be sized per the standards set in the Johnstown Master Plan. The storm shall be sized to convey the current historic flows from the south and the future allowable release rates from the detention pond that will be provided upon the development of this portion of Twin Mound Basin, per the historic drainage analysis provided in the Johnstown Master Plan.

Proposed release rates out of ponds A and B are set based on the criteria set in the Johnstown Drainage Plan. As mentioned previously, Table IV-1(Provided in Appendix C) is used to determine pond release rates for the detention ponds. The table below summarizes the allowable release rates from the proposed ponds.

Preliminary Pond Release Calculations per Johnstown Criteria		
Pond Designation	5 Year Release Rate (cfs)	100 Year Release Rate (cfs)
Pond A	34.30	<u>86.71</u>
Pond B	2.83	<u>8.22</u>

It should be noted that although the minor storm release rate was calculated per Table IV-1, actual minor storm release rates for each pond will be determined in the final design as this is typically controlled by the Water Quality (WQ) and Excess Urban Runoff Volume (EURV) orifice plates in order to provide the required EURV for the developed site. Final design of Ponds A and B will ensure that minor storm flows to the outfall points do not exceed the historic flows currently seen at these points.

For the major storm event the ponds will be designed to pass the allowable 100-year release rates plus the 100-year allowable release rates from upstream tributary areas. The table below compares the total developed 100-year runoff at the ponds against the historic runoff.

Developed Pond Release Rates			
Pond Designation	100 Year Historic Release <i>(cfs)</i>	100 Year Allowable Release <i>(cfs)</i>	100 Year Proposed Release <i>(cfs)</i>
Pond A	124.60	<u>86.71</u>	85.4
Pond B	13.50	<u>8.22</u>	7.9

Per the table above, total 100-year runoff to each ultimate design point is less than historic.

d. Drainage Impacts to Surrounding Developments

The drainage design of the proposed development is consistent with historic drainage patterns and the Johnstown Master Plan. The proposed onsite detention shall improve the flow patterns in the basins to the proposed conditions of the Master Study and no negative impacts to surrounding and downstream infrastructure are expected.

e. Proposed Drainage Facilities

Drainage facilities proposed with this project include Type C Inlets, Type R Inlets, concrete flared end sections, storm forebays, Type III RCP storm systems, drainage swales, low flow pans, and outlet structures. Inlets are proposed at low points and on-grade where minor storm street capacity is exceeded. Temporary swales are proposed along the western border of the project to collect the offsite storm runoff. Proposed swale shall consists of grass swales sloped at 2% or above and collected into Type C Inlets and the flows will be conveyed to Pond A. As mentioned previously, two on-site detention ponds will be constructed with this development and will provide water quality and storm detention.

All inlets and swales will need to be kept free from debris and trash. The detention pond trash racks, and outlet pipes will also require regular maintenance to ensure proper drainage.

f. Phasing of Construction and Provisions for Drainage

No phasing is proposed for this site construction project.

E. Conclusion

The drainage concept for Revere North Filing No. 1 was derived from the 'Master' Preliminary Drainage Plan for Great Plains Village. The proposed site drainage patterns are in conformance with the existing topography and surrounding developments. There are no expected negative impacts to the surrounding developments or existing streets.

This preliminary drainage report is in conformance with the *Town of Johnstown Storm Drainage Criteria*, the *Storm Water Master Plan for the Town of Johnstown*, and *Mile High Flood District Storm Drainage Criteria Manuals*.

F. List of References

- ◆ Town of Johnstown Storm Drainage Criteria
- ◆ *Storm Water Master Plan for the Town of Johnstown* as prepared by TEC, Inc., April 2001
- ◆ *Preliminary Drainage Report Great Plains Village*, prepared by Core Consultants Inc., November 2019;
- ◆ *Mile High Flood District Drainage Criteria Manual* Volumes 1, 2, & 3, current version;
- ◆ *Natural Resources Conservation Service Web Soil Survey*, United States Department of Agriculture
- ◆ *Federal Emergency Management Agency Flood Insurance Rate Map*, Community-Panel Number 08069C1405F; dated December 19, 2006

APPENDIX A

Hydrologic Computations

Single Family Lots (51' x 110')				
				03/29/22
Single Lot Area (sf):		5,610.0		
Surface	Area (sf)			Impervious (%)
		C ₅	C ₁₀₀	
Lawn	2,330.00	0.05	0.49	2%
Roof	2,740.00	0.77	0.85	90%
Concrete Drive/Walk	540.00	0.77	0.85	90%
Composite Site Values:		0.47	0.70	53%
Composite % Impervious Used:		0.48	0.71	55%

Single Family Lots (61' x 110')				
				0 03/29/22
Single Lot Area (sf):		6,710.0		
Surface	Area (sf)			Impervious (%)
		C ₅	C ₁₀₀	
Lawn	3,430.00	0.05	0.49	2%
Roof	2,740.00	0.77	0.85	90%
Concrete Drive/Walk	540.00	0.77	0.85	90%
Composite Site Values:		0.40	0.67	45%
Composite % Impervious Used:		0.40	0.67	45%

Duplex				
				03/29/22
Single Lot Area (sf):		2,625.0		
Surface	Area (sf)			Impervious (%)
		C ₅	C ₁₀₀	
Lawn	1,002.50	0.05	0.49	2%
Roof	1,420.00	0.77	0.85	90%
Concrete Drive/Walk	202.50	0.77	0.85	90%
Composite Site Values:		0.50	0.72	56%
Composite % Impervious Used:		0.56	0.75	65%

Basin Runoff Calculations - Direct Runoff												
											Project No.:	0
											29-Mar-22	
Basin ID	Design Point	Total Area (Ac.)	Imp (%)	Tc (min)	Runoff Coeff.							
					C ₂	C ₅	C ₁₀₀	I ₂	I ₅	I ₁₀₀	Q ₅	Q ₁₀₀
Developed												
Basin A		95.29	46%	54.58	0.34	0.39	0.66	0.90	1.20	3.01	44.30	189.56
Basin B		8.84	40%	17.89	0.29	0.34	0.63	1.74	2.31	5.83	6.97	32.69
Intensity = $\frac{28.5 * P_1}{(10 + T_c)^{0.786}}$										2 Year P ₁ =	0.83	
										5 Year P ₁ =	1.11	
										100 Year P ₁ =	2.80	

Time of Concentration																
															Project No. 1060-02	
															3/29/22	
Basin ID	C _s	Initial/Overland Flow Time T _i			Travel Time T _t / Concentrated Channel Flow							Tc Check			Final T _c (min)	
		Length (ft)	Slope (%)	T _i (min)	Length (ft)	Slope (%)	Conveyance Element	Conveyance Coefficient (K)	Velocity (fps)	T _t (min)	Total T _c (min)	Total Length (ft)	Impervious (i/100)	Slope (ft/ft)		T _c =(26-17i)+L/(60(14i+9)S ^{0.58}) (min)
Pond A	0.39	250	2.00	16.1	4125	0.80	Street	20	1.8	38.4	54.6	4375	0.55	0.008	62.5	54.6
Pond B	0.34	100	2.00	10.9	750	0.80	Street	20	1.8	7.0	17.9	850	0.49	0.008	26.6	17.9

Basin Runoff Calculations - Direct Runoff												
											Project No.:	0
											29-Mar-22	
Basin ID	Design Point	Total Area (Ac.)	Imp (%)	Tc (min)	Runoff Coeff.							
					C ₂	C ₅	C ₁₀₀	I ₂	I ₅	I ₁₀₀	Q ₅	Q ₁₀₀
Developed												
Basin A		95.29	46%	54.58	0.34	0.39	0.66	0.90	1.20	3.01	44.30	189.56
Basin B		8.84	40%	17.89	0.29	0.34	0.63	1.74	2.31	5.83	6.97	32.69
Intensity = $\frac{28.5 * P_1}{(10 + T_c)^{0.786}}$										2 Year P ₁ =	0.83	
										5 Year P ₁ =	1.11	
										100 Year P ₁ =	2.80	

APPENDIX B

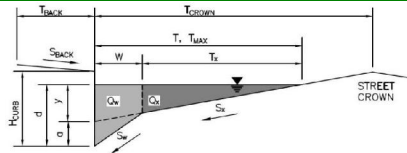
Hydraulic and Detention Pond Calculations

MHFD-Inlet, Version 5.01 (April 2021)

ALLOWABLE CAPACITY FOR ONE-HALF OF STREET (Minor & Major Storm)

(Based on Regulated Criteria for Maximum Allowable Flow Depth and Spread)

Project: Revere North Filing 1
 Inlet ID: Collector Street



Gutter Geometry:

Maximum Allowable Width for Spread Behind Curb
 Side Slope Behind Curb (leave blank for no conveyance credit behind curb)
 Manning's Roughness Behind Curb (typically between 0.012 and 0.020)

Height of Curb at Gutter Flow Line
 Distance from Curb Face to Street Crown
 Gutter Width
 Street Transverse Slope
 Gutter Cross Slope (typically 2 inches over 24 inches or 0.083 ft/ft)
 Street Longitudinal Slope - Enter 0 for sump condition
 Manning's Roughness for Street Section (typically between 0.012 and 0.020)

Max. Allowable Spread for Minor & Major Storm
 Max. Allowable Depth at Gutter Flowline for Minor & Major Storm
 Allow Flow Depth at Street Crown (check box for yes, leave blank for no)

MINOR STORM Allowable Capacity is based on Spread Criterion
 MAJOR STORM Allowable Capacity is based on Depth Criterion

Minor storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'
 Major storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'

T_{BACK} =	18.0	ft
S_{BACK} =	0.020	ft/ft
n_{BACK} =	0.020	
H_{CURB} =	6.00	inches
T_{CROWN} =	22.0	ft
W =	2.00	ft
S_X =	0.020	ft/ft
S_W =	0.083	ft/ft
S_D =	0.008	ft/ft
n_{STREET} =	0.016	

	Minor Storm	Major Storm	
T_{MAX} =	14.0	22.0	ft
d_{MAX} =	6.0	10.3	inches
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

	Minor Storm	Major Storm	
Q_{allow} =	5.9	69.6	cfs

Sized Capacity calculated in this spreadsheet is for one half of the street.

The total street Capacity is 139.2 cfs

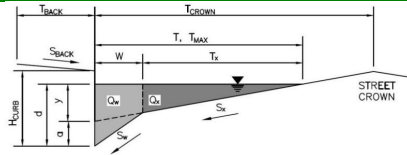
MHFD-Inlet, Version 5.01 (April 2021)

ALLOWABLE CAPACITY FOR ONE-HALF OF STREET (Minor & Major Storm)

(Based on Regulated Criteria for Maximum Allowable Flow Depth and Spread)

Project: Revere North Filing 1

Inlet ID: Res St w Mountable Curb



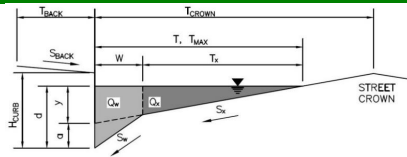
Gutter Geometry:					
Maximum Allowable Width for Spread Behind Curb	$T_{BACK} = 21.0$ ft				
Side Slope Behind Curb (leave blank for no conveyance credit behind curb)	$S_{BACK} = 0.020$ ft/ft				
Manning's Roughness Behind Curb (typically between 0.012 and 0.020)	$n_{BACK} = 0.020$				
Height of Curb at Gutter Flow Line	$H_{CURB} = 4.00$ inches				
Distance from Curb Face to Street Crown	$T_{CROWN} = 18.0$ ft				
Gutter Width	$W = 2.00$ ft				
Street Transverse Slope	$S_x = 0.020$ ft/ft				
Gutter Cross Slope (typically 2 inches over 24 inches or 0.083 ft/ft)	$S_w = 0.083$ ft/ft				
Street Longitudinal Slope - Enter 0 for sump condition	$S_o = 0.008$ ft/ft				
Manning's Roughness for Street Section (typically between 0.012 and 0.020)	$n_{STREET} = 0.016$				
Max. Allowable Spread for Minor & Major Storm	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="text-align: center; padding: 2px;">$T_{MAX} = 18.0$</td> <td style="text-align: center; padding: 2px;">18.0</td> </tr> </table> ft	Minor Storm	Major Storm	$T_{MAX} = 18.0$	18.0
Minor Storm	Major Storm				
$T_{MAX} = 18.0$	18.0				
Max. Allowable Depth at Gutter Flowline for Minor & Major Storm	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="text-align: center; padding: 2px;">$d_{MAX} = 4.0$</td> <td style="text-align: center; padding: 2px;">6.6</td> </tr> </table> inches	Minor Storm	Major Storm	$d_{MAX} = 4.0$	6.6
Minor Storm	Major Storm				
$d_{MAX} = 4.0$	6.6				
Allow Flow Depth at Street Crown (check box for yes, leave blank for no)	<input type="checkbox"/> <input type="checkbox"/>				
MINOR STORM Allowable Capacity is based on Depth Criterion					
MAJOR STORM Allowable Capacity is based on Spread Criterion					
Minor storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'					
Major storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'					
	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="text-align: center; padding: 2px;">$Q_{allow} = 2.9$</td> <td style="text-align: center; padding: 2px;">11.7</td> </tr> </table> cfs	Minor Storm	Major Storm	$Q_{allow} = 2.9$	11.7
Minor Storm	Major Storm				
$Q_{allow} = 2.9$	11.7				

MHFD-Inlet, Version 5.01 (April 2021)

ALLOWABLE CAPACITY FOR ONE-HALF OF STREET (Minor & Major Storm)

(Based on Regulated Criteria for Maximum Allowable Flow Depth and Spread)

Project: Revere North Filling 1
 Inlet ID: Res St w Vertical Curb



Gutter Geometry:					
Maximum Allowable Width for Spread Behind Curb	$T_{BACK} = 21.0$ ft				
Side Slope Behind Curb (leave blank for no conveyance credit behind curb)	$S_{BACK} = 0.020$ ft/ft				
Manning's Roughness Behind Curb (typically between 0.012 and 0.020)	$n_{BACK} = 0.020$				
Height of Curb at Gutter Flow Line	$H_{CURB} = 6.00$ inches				
Distance from Curb Face to Street Crown	$T_{CROWN} = 18.0$ ft				
Gutter Width	$W = 2.00$ ft				
Street Transverse Slope	$S_x = 0.020$ ft/ft				
Gutter Cross Slope (typically 2 inches over 24 inches or 0.083 ft/ft)	$S_w = 0.083$ ft/ft				
Street Longitudinal Slope - Enter 0 for sump condition	$S_0 = 0.008$ ft/ft				
Manning's Roughness for Street Section (typically between 0.012 and 0.020)	$n_{STREET} = 0.016$				
Max. Allowable Spread for Minor & Major Storm	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="padding: 2px;">$T_{MAX} = 18.0$</td> <td style="padding: 2px;">$T_{MAX} = 18.0$</td> </tr> </table> ft	Minor Storm	Major Storm	$T_{MAX} = 18.0$	$T_{MAX} = 18.0$
Minor Storm	Major Storm				
$T_{MAX} = 18.0$	$T_{MAX} = 18.0$				
Max. Allowable Depth at Gutter Flowline for Minor & Major Storm	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="padding: 2px;">$d_{MAX} = 6.0$</td> <td style="padding: 2px;">$d_{MAX} = 8.6$</td> </tr> </table> inches	Minor Storm	Major Storm	$d_{MAX} = 6.0$	$d_{MAX} = 8.6$
Minor Storm	Major Storm				
$d_{MAX} = 6.0$	$d_{MAX} = 8.6$				
Allow Flow Depth at Street Crown (check box for yes, leave blank for no)	<table style="display: inline-table; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 0 10px;"><input type="checkbox"/></td> <td style="text-align: center; padding: 0 10px;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>				
MINOR STORM Allowable Capacity is based on Spread Criterion					
MAJOR STORM Allowable Capacity is based on Spread Criterion					
Minor storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'					
Major storm max. allowable capacity GOOD - greater than the design flow given on sheet 'Inlet Management'					
$Q_{allow} =$	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <th style="padding: 2px;">Minor Storm</th> <th style="padding: 2px;">Major Storm</th> </tr> <tr> <td style="padding: 2px;">10.8</td> <td style="padding: 2px;">10.8</td> </tr> </table> cfs	Minor Storm	Major Storm	10.8	10.8
Minor Storm	Major Storm				
10.8	10.8				

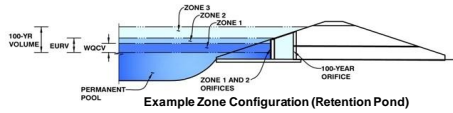
DETENTION BASIN STAGE-STORAGE TABLE BUILDER

MHFD-Detention, Version 4.05 (January 2022)

Item #11.

Project: Revere North Filling 1

Basin ID: Pond A



Watershed Information

Selected BMP Type =	EDB
Watershed Area =	95.23 acres
Watershed Length =	4,375 ft
Watershed Length to Centroid =	1,200 ft
Watershed Slope =	0.009 ft/ft
Watershed Imperviousness =	46.00% percent
Percentage Hydrologic Soil Group A =	0.0% percent
Percentage Hydrologic Soil Group B =	0.0% percent
Percentage Hydrologic Soil Groups C/D =	100.0% percent
Target WQC Drain Time =	40.0 hours
Location for 1-hr Rainfall Depths =	Denver - Capitol Building

After providing required inputs above including 1-hour rainfall depths, click "Run CUHP" to generate runoff hydrographs using the embedded Colorado Urban Hydrograph Procedure.

Water Quality Capture Volume (WOCV) =	1,552	acre-feet
Excess Urban Runoff Volume (EURV) =	4,117	acre-feet
2-yr Runoff Volume (P1 = 0.83 in.) =	2,723	acre-feet
5-yr Runoff Volume (P1 = 1.1 in.) =	4,188	acre-feet
10-yr Runoff Volume (P1 = 1.39 in.) =	6,252	acre-feet
25-yr Runoff Volume (P1 = 1.87 in.) =	10,434	acre-feet
50-yr Runoff Volume (P1 = 2.3 in.) =	13,975	acre-feet
100-yr Runoff Volume (P1 = 2.81 in.) =	18,540	acre-feet
500-yr Runoff Volume (P1 = 4.23 in.) =	30,753	acre-feet
Approximate 2-yr Detention Volume =	2,523	acre-feet
Approximate 5-yr Detention Volume =	4,021	acre-feet
Approximate 10-yr Detention Volume =	4,969	acre-feet
Approximate 25-yr Detention Volume =	6,364	acre-feet
Approximate 50-yr Detention Volume =	7,222	acre-feet
Approximate 100-yr Detention Volume =	9,076	acre-feet

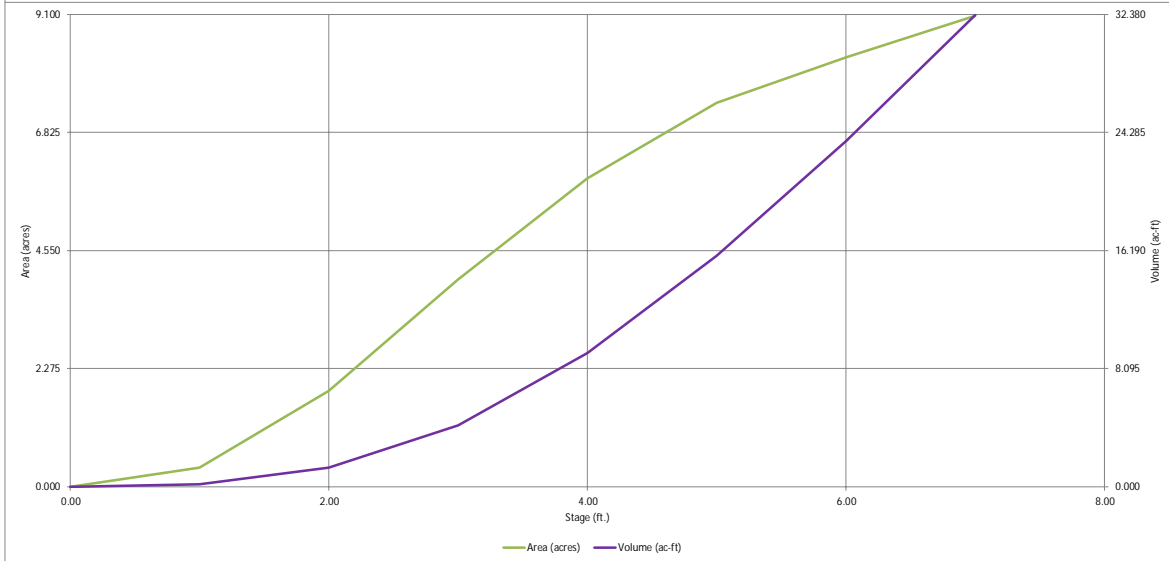
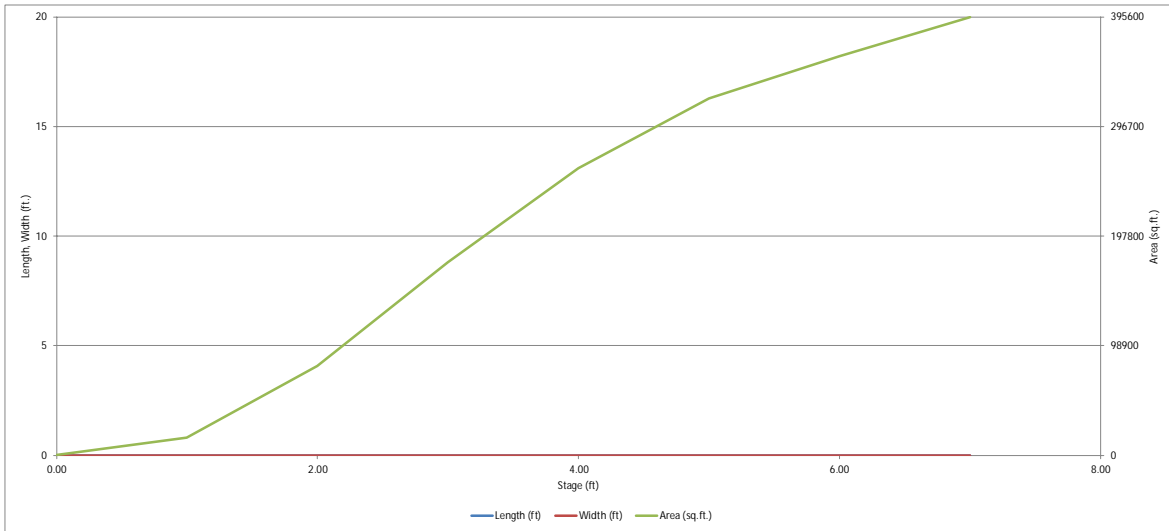
Optional User Overrides

		acre-feet
		acre-feet
	0.83	inches
	1.10	inches
	1.39	inches
	1.87	inches
	2.30	inches
	2.81	inches
	4.23	inches

Define Zones and Basin Geometry

Zone 1 Volume (WOCV) =	1,552	acre-feet
Zone 2 Volume (EURV - Zone 1) =	2,565	acre-feet
Zone 3 Volume (100-year - Zones 1 & 2) =	4,960	acre-feet
Total Detention Basin Volume =	9,076	acre-feet
Initial Surcharge Volume (ISV) =	user	ft ³
Initial Surcharge Depth (ISD) =	user	ft
Total Available Detention Depth (H _{total}) =	user	ft
Depth of Trickle Channel (H _{TC}) =	user	ft
Slope of Trickle Channel (S _{TC}) =	user	ft/ft
Slopes of Main Basin Sides (S _{main}) =	user	H:V
Basin Length-to-Width Ratio (R _{LRW}) =	user	
Initial Surcharge Area (A _{ISV}) =	user	ft ²
Surcharge Volume Length (L _{ISV}) =	user	ft
Surcharge Volume Width (W _{ISV}) =	user	ft
Depth of Basin Floor (H _{FLOOR}) =	user	ft
Length of Basin Floor (L _{FLOOR}) =	user	ft
Width of Basin Floor (W _{FLOOR}) =	user	ft
Area of Basin Floor (A _{FLOOR}) =	user	ft ²
Volume of Basin Floor (V _{FLOOR}) =	user	ft ³
Depth of Main Basin (H _{MAIN}) =	user	ft
Length of Main Basin (L _{MAIN}) =	user	ft
Width of Main Basin (W _{MAIN}) =	user	ft
Area of Main Basin (A _{MAIN}) =	user	ft ²
Volume of Main Basin (V _{MAIN}) =	user	ft ³
Calculated Total Basin Volume (V _{total}) =	user	acre-feet

Stage - Storage Description	Stage (ft)	Optional Override Stage (ft)	Length (ft)	Width (ft)	Area (ft ²)	Optional Override Area (ft ²)	Area (acre)	Volume (ft ³)	Volume (ac-ft)
Top of Micropool	--	0.00	--	--	--	200	0.005	--	--
23	--	1.00	--	--	--	15,832	0.363	8,016	0.184
24	--	2.00	--	--	--	80,621	1.851	56,242	1.291
25	--	3.00	--	--	--	173,965	3.994	183,534	4.213
26	--	4.00	--	--	--	258,827	5.942	399,930	9.181
27	--	5.00	--	--	--	322,036	7.393	690,362	15.849
28	--	6.00	--	--	--	360,509	8.276	1,031,634	23.683
29	--	7.00	--	--	--	395,526	9.080	1,409,652	32.361

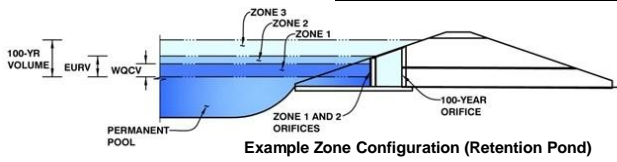


DETENTION BASIN OUTLET STRUCTURE DESIGN

Item #11.

MHFD-Detention, Version 4.05 (January 2022)

Project: Revere North Filling 1
Basin ID: Pond A



	Estimated Stage (ft)	Estimated Volume (ac-ft)	Outlet Type
Zone 1 (WOCV)	2.14	1.552	Orifice Plate
Zone 2 (EURV)	2.98	2.565	Orifice Plate
Zone 3 (100-year)	3.99	4.960	Weir&Pipe (Restrict)
Total (all zones)		9.076	

User Input: Orifice at Underdrain Outlet (typically used to drain WOCV in a Filtration BMP)

Calculated Parameters for Underdrain

Underdrain Orifice Invert Depth =	N/A	ft (distance below the filtration media surface)	Underdrain Orifice Area =	N/A	ft ²
Underdrain Orifice Diameter =	N/A	inches	Underdrain Orifice Centroid =	N/A	ft

User Input: Orifice Plate with one or more orifices or Elliptical Slot Weir (typically used to drain WOCV and/or EURV in a sedimentation BMP)

Calculated Parameters for Plate

Centroid of Lowest Orifice =	0.00	ft (relative to basin bottom at Stage = 0 ft)	WO Orifice Area per Row =	5.424E-02	ft ²
Depth at top of Zone using Orifice Plate =	2.98	ft (relative to basin bottom at Stage = 0 ft)	Elliptical Half-Width =	N/A	feet
Orifice Plate: Orifice Vertical Spacing =	11.90	inches	Elliptical Slot Centroid =	N/A	feet
Orifice Plate: Orifice Area per Row =	7.81	sq. inches (use rectangular openings)	Elliptical Slot Area =	N/A	ft ²

User Input: Stage and Total Area of Each Orifice Row (numbered from lowest to highest)

	Row 1 (required)	Row 2 (optional)	Row 3 (optional)	Row 4 (optional)	Row 5 (optional)	Row 6 (optional)	Row 7 (optional)	Row 8 (optional)
Stage of Orifice Centroid (ft)	0.00	0.99	1.99					
Orifice Area (sq. inches)	7.81	7.81	7.81					
Row 9 (optional)	Row 10 (optional)	Row 11 (optional)	Row 12 (optional)	Row 13 (optional)	Row 14 (optional)	Row 15 (optional)	Row 16 (optional)	
Stage of Orifice Centroid (ft)								
Orifice Area (sq. inches)								

User Input: Vertical Orifice (Circular or Rectangular)

Calculated Parameters for Vertical Orifice

Invert of Vertical Orifice =	N/A	N/A	ft (relative to basin bottom at Stage = 0 ft)	Vertical Orifice Area =	N/A	N/A	ft ²
Depth at top of Zone using Vertical Orifice =	N/A	N/A	ft (relative to basin bottom at Stage = 0 ft)	Vertical Orifice Centroid =	N/A	N/A	feet
Vertical Orifice Diameter =	N/A	N/A	inches				

User Input: Overflow Weir (Dropbox with Flat or Sloped Grate and Outlet Pipe OR Rectangular/Trapezoidal Weir and No Outlet Pipe)

Calculated Parameters for Overflow Weir

Overflow Weir Front Edge Height, Ho =	2.98	N/A	ft (relative to basin bottom at Stage = 0 ft)	Height of Grate Upper Edge, H ₁ =	2.98	N/A	feet
Overflow Weir Front Edge Length =	16.00	N/A	feet	Overflow Weir Slope Length =	10.00	N/A	feet
Overflow Weir Grate Slope =	0.00	N/A	H:V	Grate Open Area / 100-yr Orifice Area =	11.86	N/A	
Horiz. Length of Weir Sides =	10.00	N/A	feet	Overflow Grate Open Area w/o Debris =	126.56	N/A	ft ²
Overflow Grate Type =	Close Mesh Grate	N/A		Overflow Grate Open Area w/ Debris =	63.28	N/A	ft ²
Debris Clogging % =	50%	N/A	%				

User Input: Outlet Pipe w/ Flow Restriction Plate (Circular Orifice, Restrictor Plate, or Rectangular Orifice)

Calculated Parameters for Outlet Pipe w/ Flow Restriction Plate

Depth to Invert of Outlet Pipe =	0.25	N/A	ft (distance below basin bottom at Stage = 0 ft)	Outlet Orifice Area =	10.67	N/A	ft ²
Outlet Pipe Diameter =	48.00	N/A	inches	Outlet Orifice Centroid =	1.73	N/A	feet
Restrictor Plate Height Above Pipe Invert =	38.00	N/A	inches	Half-Central Angle of Restrictor Plate on Pipe =	2.19	N/A	radians

User Input: Emergency Spillway (Rectangular or Trapezoidal)

Calculated Parameters for Spillway

Spillway Invert Stage =	N/A	ft (relative to basin bottom at Stage = 0 ft)	Spillway Design Flow Depth =	N/A	feet
Spillway Crest Length =	N/A	feet	Stage at Top of Freeboard =	N/A	feet
Spillway End Slopes =	N/A	H:V	Basin Area at Top of Freeboard =	N/A	acres
Freeboard above Max Water Surface =	N/A	feet	Basin Volume at Top of Freeboard =	N/A	acre-ft

Routed Hydrograph Results

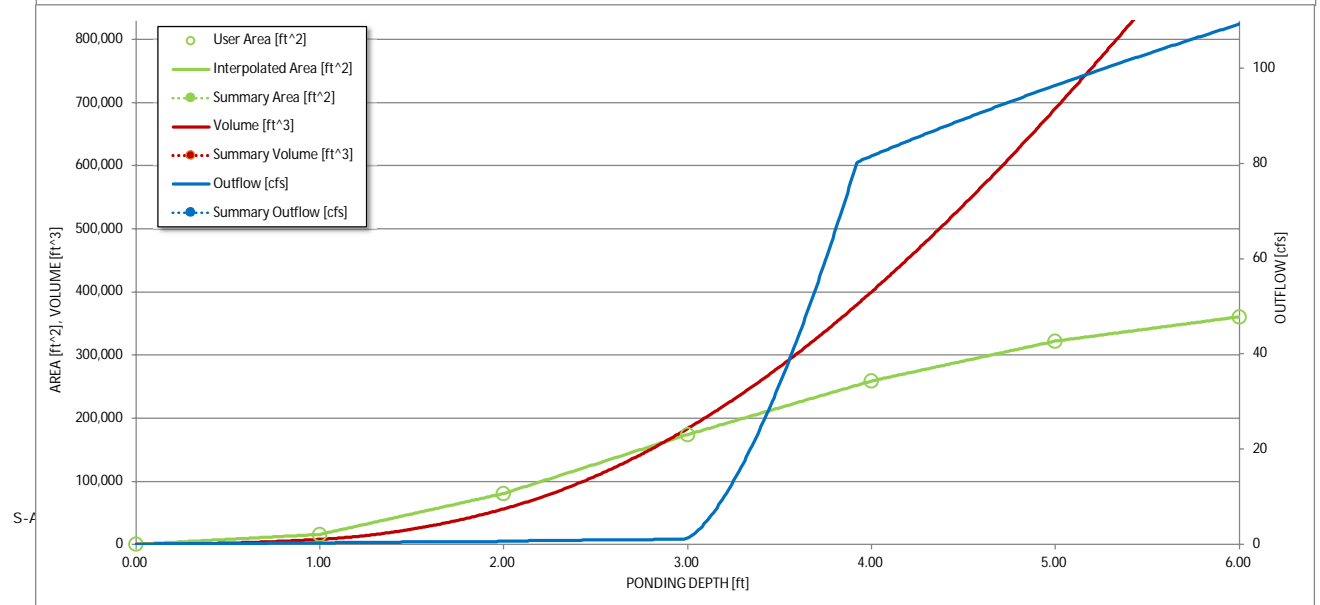
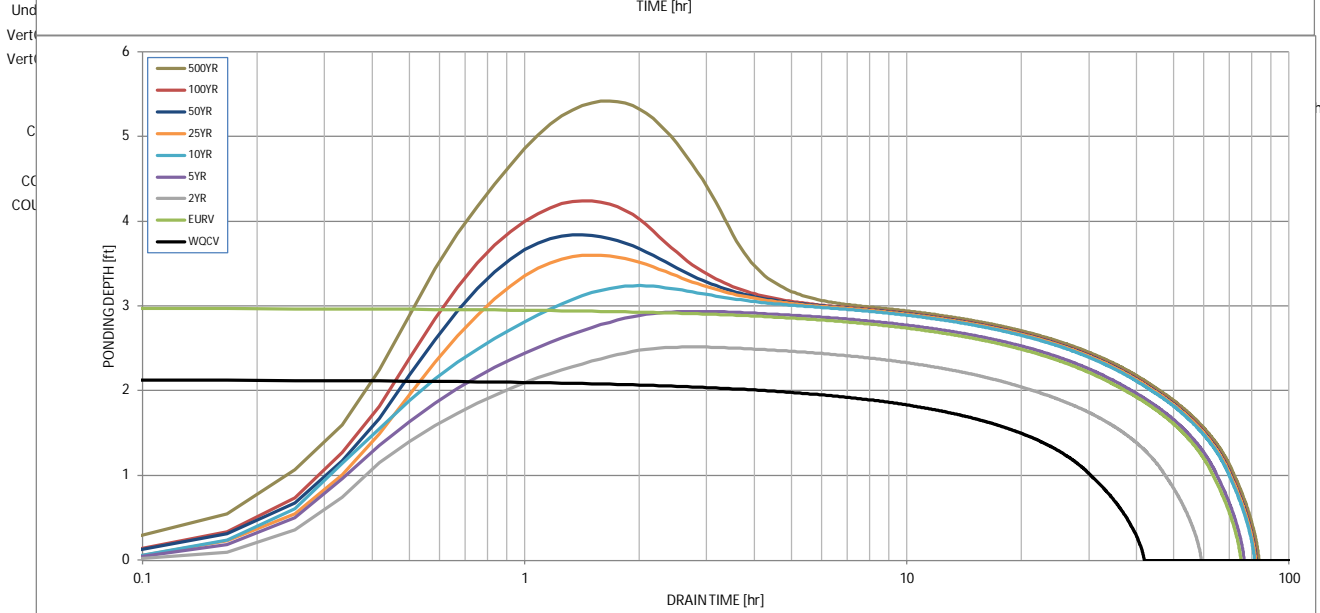
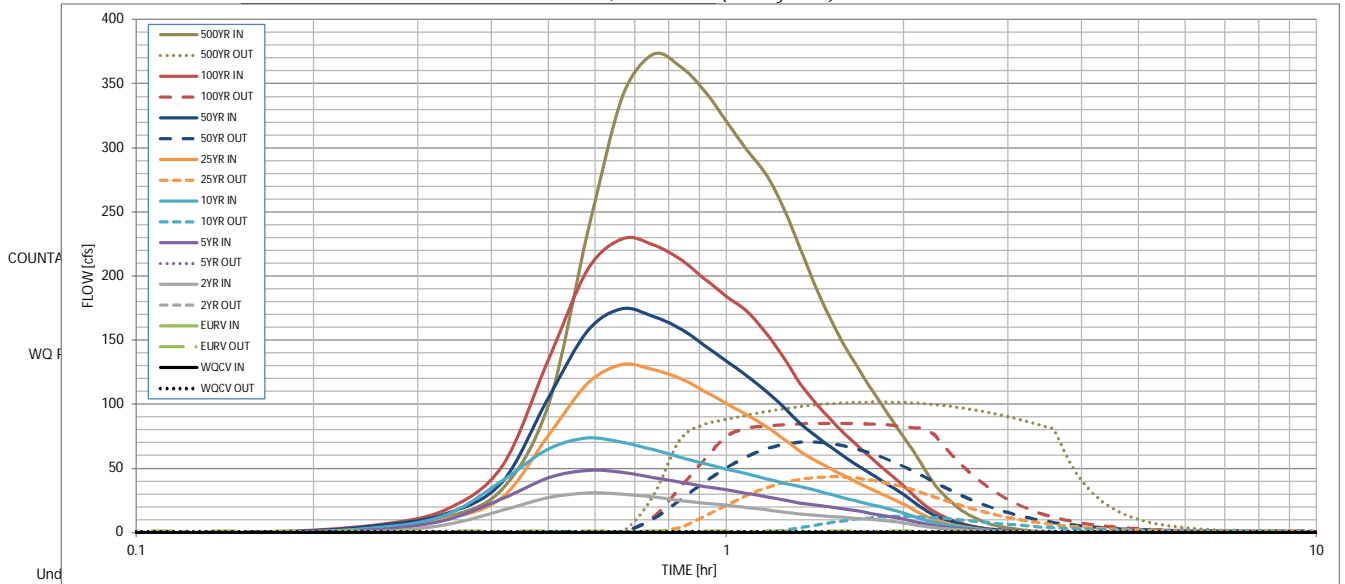
The user can override the default CUHP hydrographs and runoff volumes by entering new values in the Inflow Hydrographs table (Columns W through AF).

	WOCV	EURV	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	500 Year
Design Storm Return Period	N/A	N/A	0.83	1.10	1.39	1.87	2.30	2.81	4.23
One-Hour Rainfall Depth (in)	N/A	N/A	0.83	1.10	1.39	1.87	2.30	2.81	4.23
CUHP Runoff Volume (acre-ft)	1.552	4.117	2.723	4.188	6.252	10.434	13.975	18.540	30.753
Inflow Hydrograph Volume (acre-ft)	N/A	N/A	2.723	4.188	6.252	10.434	13.975	18.540	30.753
CUHP Predevelopment Peak Q (cfs)	N/A	N/A	0.7	6.8	21.8	59.8	87.0	124.6	216.6
OPTIONAL Override Predevelopment Peak Q (cfs)	N/A	N/A							
Predevelopment Unit Peak Flow, q (cfs/acre)	N/A	N/A	0.01	0.07	0.23	0.63	0.91	1.31	2.27
Peak Inflow Q (cfs)	N/A	N/A	30.9	48.6	73.7	131.2	174.7	229.3	373.0
Peak Outflow Q (cfs)	0.8	1.1	0.9	1.1	12.8	43.6	70.6	85.4	102.0
Ratio Peak Outflow to Predevelopment Q	N/A	N/A	N/A	0.2	0.6	0.7	0.8	0.7	0.5
Structure Controlling Flow	Plate	Overflow Weir 1	Plate	Plate	Overflow Weir 1	Overflow Weir 1	Overflow Weir 1	Outlet Plate 1	Outlet Plate 1
Max Velocity through Gate 1 (fps)	N/A	N/A	N/A	N/A	0.1	0.3	0.5	0.7	0.8
Max Velocity through Gate 2 (fps)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Time to Drain 97% of Inflow Volume (hours)	38	66	53	68	70	66	63	60	53
Time to Drain 99% of Inflow Volume (hours)	40	71	56	73	76	74	73	71	68
Maximum Ponding Depth (ft)	2.14	2.98	2.52	2.94	3.24	3.60	3.84	4.25	5.42
Area at Maximum Ponding Depth (acres)	2.15	3.95	2.94	3.84	4.46	5.16	5.63	6.29	7.76
Maximum Volume Stored (acre-ft)	1.571	4.134	2.514	3.939	5.228	6.960	8.255	10.649	19.031

DETENTION BASIN OUTLET STRUCTURE DESIGN

Item #11.

MHFD-Detention, Version 4.05 (January 2022)



S-A-V-D Chart Axis Override	X-axis	Left Y-Axis	Right Y-Axis
minimum bound			
maximum bound			

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DETENTION BASIN OUTLET STRUCTURE DESIGN

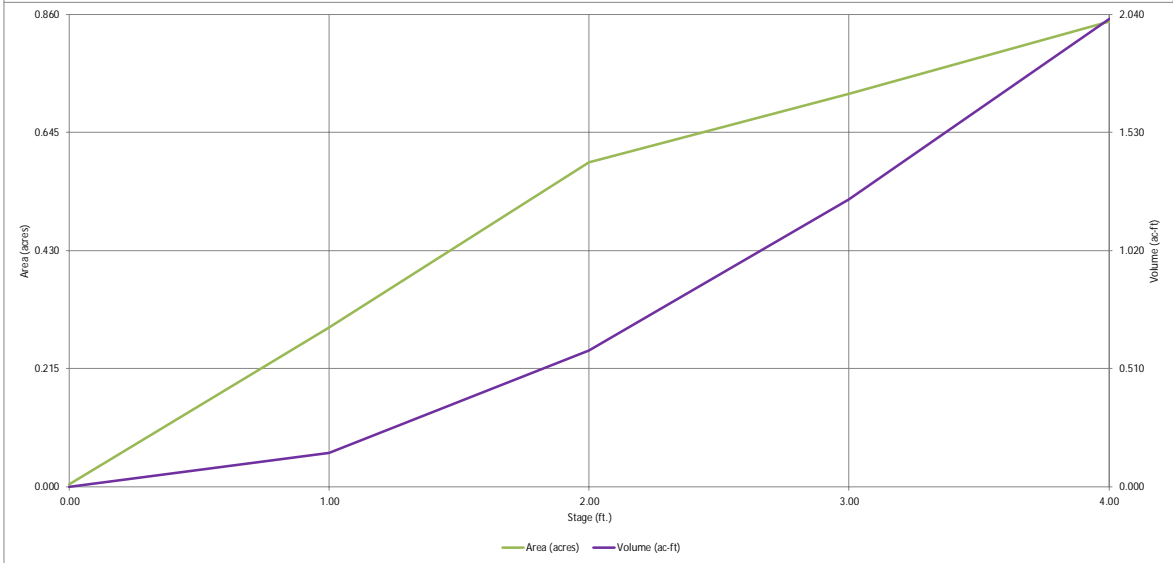
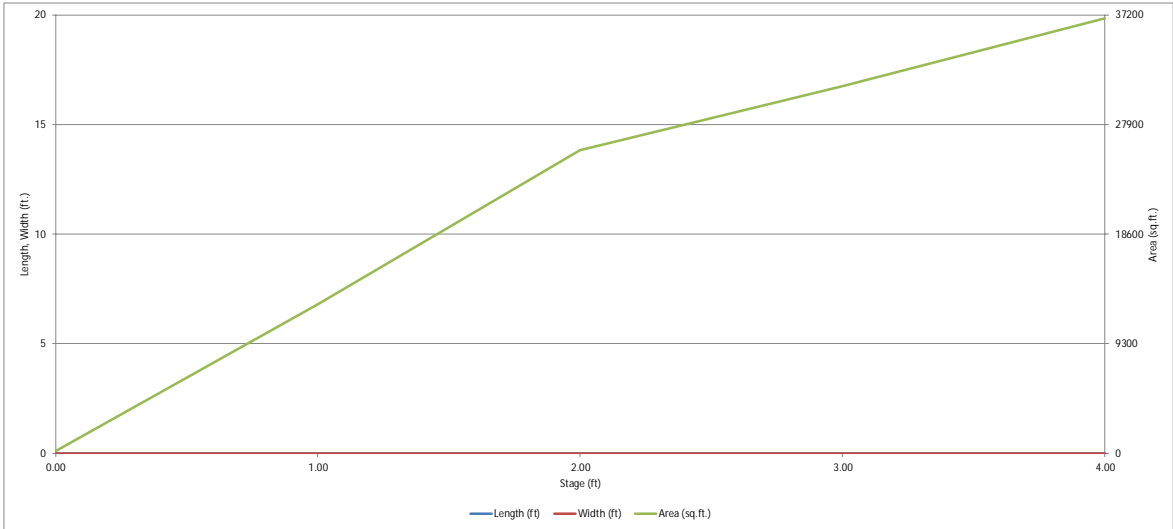
Item #11.

Outflow Hydrograph Workbook Filename: _____

Inflow Hydrographs

The user can override the calculated inflow hydrographs from this workbook with inflow hydrographs developed in a separate program.

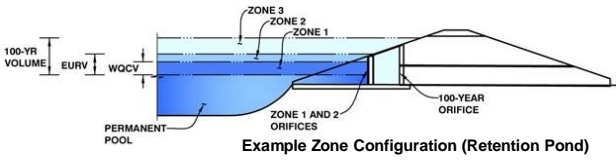
Time Interval	SOURCE	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP
	TIME	WQCV [cfs]	EURV [cfs]	2 Year [cfs]	5 Year [cfs]	10 Year [cfs]	25 Year [cfs]	50 Year [cfs]	100 Year [cfs]	500 Year [cfs]
5.00 min	0:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.40	0.48	2.68
	0:15:00	0.00	0.00	0.72	2.19	3.53	3.18	5.03	5.72	11.69
	0:20:00	0.00	0.00	6.06	9.74	13.38	10.64	14.47	17.75	33.94
	0:25:00	0.00	0.00	17.30	26.72	40.56	27.49	39.62	52.07	100.77
	0:30:00	0.00	0.00	27.42	42.84	65.67	76.39	105.98	135.82	235.49
	0:35:00	0.00	0.00	30.94	48.62	73.70	116.71	157.78	205.62	340.32
	0:40:00	0.00	0.00	30.21	46.88	70.27	131.18	174.67	229.31	372.99
	0:45:00	0.00	0.00	27.82	43.08	64.81	127.33	168.62	224.76	364.07
	0:50:00	0.00	0.00	25.24	39.49	59.02	120.56	159.40	213.52	345.03
	0:55:00	0.00	0.00	23.06	36.23	53.89	110.54	146.28	198.39	320.77
	1:00:00	0.00	0.00	21.34	33.37	49.69	100.71	133.62	184.48	298.58
	1:05:00	0.00	0.00	19.76	30.69	45.84	91.96	122.29	172.64	279.48
	1:10:00	0.00	0.00	17.90	28.13	42.13	82.75	110.38	155.92	252.85
	1:15:00	0.00	0.00	16.03	25.52	38.75	73.06	97.82	136.28	222.06
	1:20:00	0.00	0.00	14.56	23.23	35.82	63.46	85.20	116.51	191.42
	1:25:00	0.00	0.00	13.52	21.43	32.81	56.16	75.47	101.00	166.91
	1:30:00	0.00	0.00	12.67	19.92	29.81	49.84	66.92	88.28	146.55
	1:35:00	0.00	0.00	11.92	18.56	27.07	44.28	59.39	77.60	129.38
	1:40:00	0.00	0.00	11.19	16.98	24.58	39.19	52.50	68.05	113.94
	1:45:00	0.00	0.00	10.47	15.28	22.23	34.62	46.30	59.29	99.74
	1:50:00	0.00	0.00	9.74	13.61	19.96	30.26	40.39	51.03	86.36
	1:55:00	0.00	0.00	8.71	12.03	17.64	26.11	34.78	43.31	73.86
	2:00:00	0.00	0.00	7.52	10.50	15.22	22.23	29.56	36.27	62.48
	2:05:00	0.00	0.00	6.17	8.64	12.39	17.67	23.46	28.44	49.64
	2:10:00	0.00	0.00	4.96	6.95	9.97	13.32	17.82	21.42	38.10
	2:15:00	0.00	0.00	4.02	5.63	8.10	10.22	13.76	16.31	29.39
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	2:30:00	0.00	0.00	2.21	3.04	4.36	4.94	6.67	7.36	13.72
	2:35:00	0.00	0.00	1.79	2.46	3.49	3.88	5.22	5.56	10.48
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	2:45:00	0.00	0.00	1.16	1.54	2.15	2.31	3.09	3.14	6.07
	2:50:00	0.00	0.00	0.93	1.21	1.67	1.80	2.39	2.44	4.73
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	3:00:00	0.00	0.00	0.58	0.74	1.02	1.11	1.47	1.54	2.99
	3:05:00	0.00	0.00	0.44	0.56	0.78	0.85	1.13	1.19	2.28
	3:10:00	0.00	0.00	0.32	0.41	0.57	0.63	0.83	0.87	1.68
	3:15:00	0.00	0.00	0.22	0.28	0.40	0.44	0.58	0.61	1.16
	3:20:00	0.00	0.00	0.14	0.19	0.25	0.29	0.38	0.39	0.74
	3:25:00	0.00	0.00	0.08	0.11	0.14	0.17	0.22	0.22	0.41
	3:30:00	0.00	0.00	0.04	0.05	0.06	0.08	0.10	0.10	0.18
	3:35:00	0.00	0.00	0.01	0.02	0.02	0.02	0.03	0.03	0.04
	3:40:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:45:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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4:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4:15:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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5:25:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:30:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:35:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:40:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:45:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:50:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
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6:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	



DETENTION BASIN OUTLET STRUCTURE DESIGN

MHFD-Detention, Version 4.05 (January 2022)

Project: Revere North Filling 1
Basin ID: Pond B



	Estimated Stage (ft)	Estimated Volume (ac-ft)	Outlet Type
Zone 1 (WQCV)	1.05	0.160	Orifice Plate
Zone 2 (EURV)	1.76	0.294	Orifice Plate
Zone 3 (100-year)	2.57	0.486	Weir&Pipe (Restrict)
Total (all zones)		0.941	

User Input: Orifice at Underdrain Outlet (typically used to drain WQCV in a Filtration BMP)

Underdrain Orifice Invert Depth = ft (distance below the filtration media surface)
Underdrain Orifice Diameter = inches

Calculated Parameters for Underdrain

Underdrain Orifice Area = ft²
Underdrain Orifice Centroid = feet

User Input: Orifice Plate with one or more orifices or Elliptical Slot Weir (typically used to drain WQCV and/or EURV in a sedimentation BMP)

Centroid of Lowest Orifice = ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Orifice Plate = ft (relative to basin bottom at Stage = 0 ft)
Orifice Plate: Orifice Vertical Spacing = inches
Orifice Plate: Orifice Area per Row = sq. inches (diameter = 1-3/8 inches)

Calculated Parameters for Plate

WO Orifice Area per Row = ft²
Elliptical Half-Width = feet
Elliptical Slot Centroid = feet
Elliptical Slot Area = ft²

User Input: Stage and Total Area of Each Orifice Row (numbered from lowest to highest)

	Row 1 (required)	Row 2 (optional)	Row 3 (optional)	Row 4 (optional)	Row 5 (optional)	Row 6 (optional)	Row 7 (optional)	Row 8 (optional)
Stage of Orifice Centroid (ft)	0.00	0.59	1.17					
Orifice Area (sq. inches)	1.50	1.50	1.50					

	Row 9 (optional)	Row 10 (optional)	Row 11 (optional)	Row 12 (optional)	Row 13 (optional)	Row 14 (optional)	Row 15 (optional)	Row 16 (optional)
Stage of Orifice Centroid (ft)								
Orifice Area (sq. inches)								

User Input: Vertical Orifice (Circular or Rectangular)

Invert of Vertical Orifice = ft (relative to basin bottom at Stage = 0 ft)
Depth at top of Zone using Vertical Orifice = ft (relative to basin bottom at Stage = 0 ft)
Vertical Orifice Diameter = inches

Calculated Parameters for Vertical Orifice

Vertical Orifice Area = ft²
Vertical Orifice Centroid = feet

User Input: Overflow Weir (Dropbox with Flat or Sloped Grate and Outlet Pipe OR Rectangular/Trapezoidal Weir and No Outlet Pipe)

	Zone 3 Weir	Not Selected	
Overflow Weir Front Edge Height, Ho =	1.76	N/A	ft (relative to basin bottom at Stage = 0 ft)
Overflow Weir Front Edge Length =	4.00	N/A	feet
Overflow Weir Grate Slope =	4.00	N/A	H:V
Horiz. Length of Weir Sides =	4.00	N/A	feet
Overflow Grate Type =	Close Mesh Grate	N/A	
Debris Clogging % =	50%	N/A	%

Calculated Parameters for Overflow Weir

	Zone 3 Weir	Not Selected	
Height of Grate Upper Edge, H ₁ =	2.76	N/A	feet
Overflow Weir Slope Length =	4.12	N/A	feet
Grate Open Area / 100-yr Orifice Area =	12.94	N/A	
Overflow Grate Open Area w/o Debris =	13.05	N/A	ft ²
Overflow Grate Open Area w/ Debris =	6.52	N/A	ft ²

User Input: Outlet Pipe w/ Flow Restriction Plate (Circular Orifice, Restrictor Plate, or Rectangular Orifice)

	Zone 3 Restrictor	Not Selected	
Depth to Invert of Outlet Pipe =	0.25	N/A	ft (distance below basin bottom at Stage = 0 ft)
Outlet Pipe Diameter =	18.00	N/A	inches
Restrictor Plate Height Above Pipe Invert =	10.00		inches

Calculated Parameters for Outlet Pipe w/ Flow Restriction Plate

	Zone 3 Restrictor	Not Selected	
Outlet Orifice Area =	1.01	N/A	ft ²
Outlet Orifice Centroid =	0.48	N/A	feet
Half-Central Angle of Restrictor Plate on Pipe =	1.68	N/A	radians

User Input: Emergency Spillway (Rectangular or Trapezoidal)

Spillway Invert Stage = ft (relative to basin bottom at Stage = 0 ft)
Spillway Crest Length = feet
Spillway End Slopes = H:V
Freeboard above Max Water Surface = feet

Calculated Parameters for Spillway

Spillway Design Flow Depth = feet
Stage at Top of Freeboard = feet
Basin Area at Top of Freeboard = acres
Basin Volume at Top of Freeboard = acre-ft

Routed Hydrograph Results

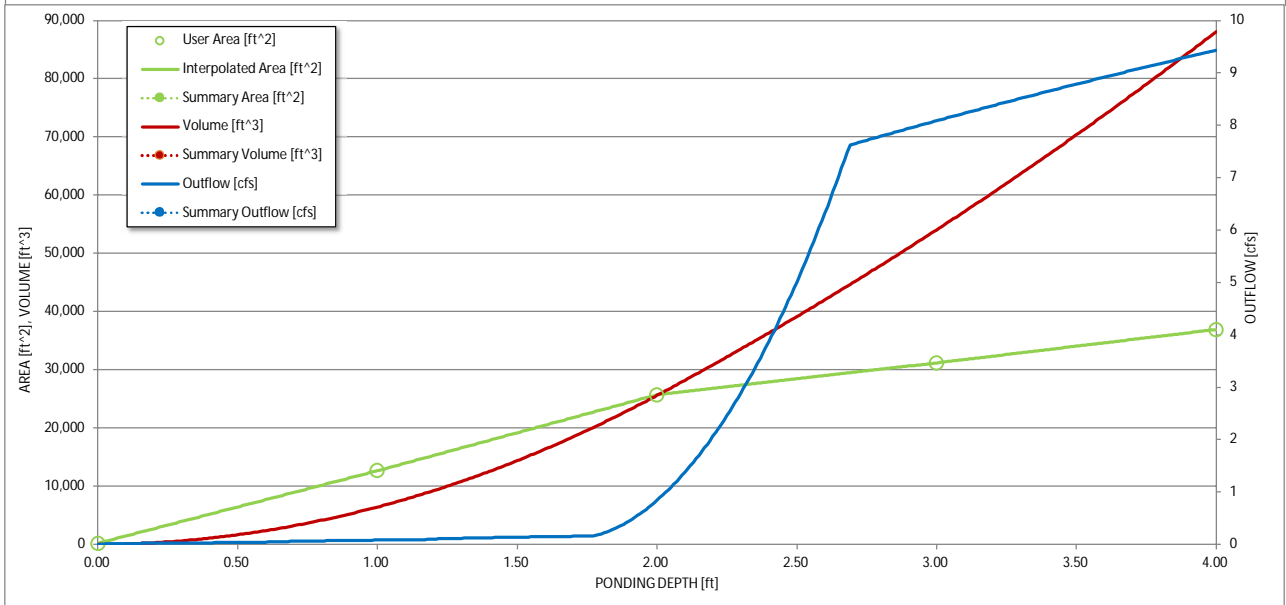
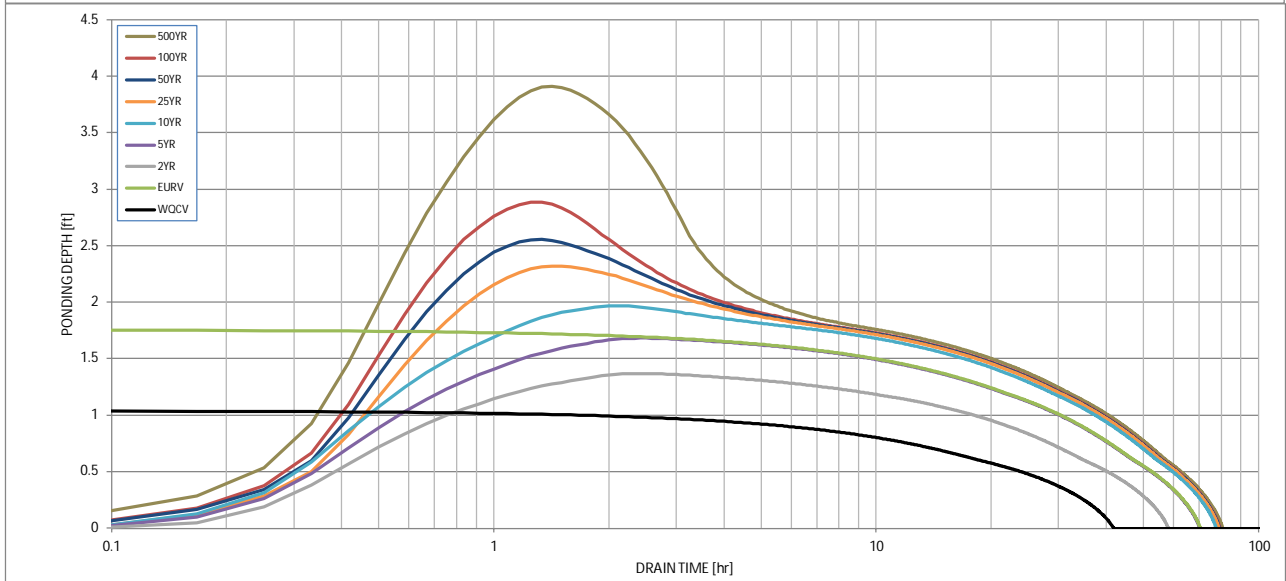
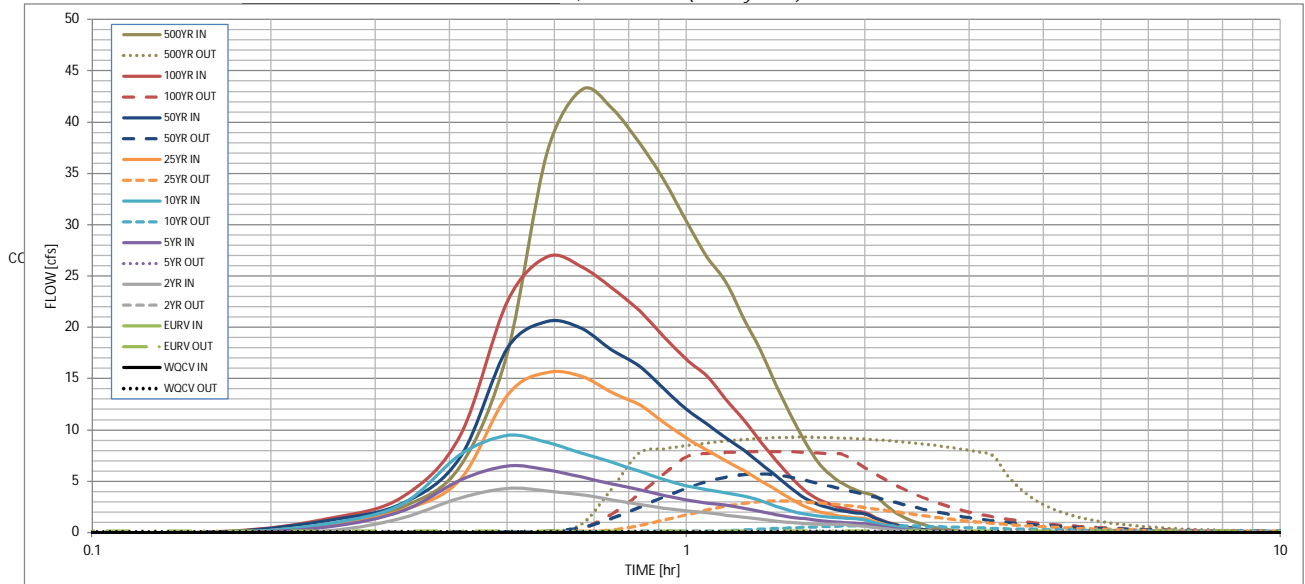
The user can override the default CUHP hydrographs and runoff volumes by entering new values in the Inflow Hydrographs table (Columns W through AF).

	WQCV	EURV	2 Year	5 Year	10 Year	25 Year	50 Year	100 Year	500 Year
Design Storm Return Period =	N/A	N/A	0.83	1.10	1.39	1.87	2.30	2.81	4.23
One-Hour Rainfall Depth (in) =	0.160	0.454	0.296	0.442	0.635	1.014	1.339	1.752	2.862
CUHP Runoff Volume (acre-ft) =	N/A	N/A	0.296	0.442	0.635	1.014	1.339	1.752	2.862
Inflow Hydrograph Volume (acre-ft) =	N/A	N/A	0.1	0.8	2.4	6.5	9.5	13.5	23.4
CUHP Predevelopment Peak Q (cfs) =	N/A	N/A							
OPTIONAL Override Predevelopment Peak Q (cfs) =	N/A	N/A							
Predevelopment Unit Peak Flow, q (cfs/acre) =	N/A	N/A	0.01	0.09	0.27	0.74	1.07	1.53	2.65
Peak Inflow Q (cfs) =	N/A	N/A	4.3	6.5	9.5	15.6	20.6	26.9	43.2
Peak Outflow Q (cfs) =	0.1	0.2	0.1	0.2	0.7	3.1	5.7	7.9	9.3
Ratio Peak Outflow to Predevelopment Q =	N/A	N/A	N/A	0.2	0.3	0.5	0.6	0.6	0.4
Structure Controlling Flow =	Plate	Overflow Weir 1	Plate	Plate	Overflow Weir 1	Overflow Weir 1	Overflow Weir 1	Outlet Plate 1	Outlet Plate 1
Max Velocity through Gate 1 (fps) =	N/A	N/A	N/A	N/A	0.0	0.2	0.4	0.6	0.7
Max Velocity through Gate 2 (fps) =	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Time to Drain 97% of Inflow Volume (hours) =	38	62	52	62	67	64	61	57	51
Time to Drain 99% of Inflow Volume (hours) =	40	67	55	66	73	72	71	69	66
Maximum Ponding Depth (ft) =	1.05	1.76	1.37	1.68	1.97	2.32	2.56	2.89	3.91
Area at Maximum Ponding Depth (acres) =	0.31	0.52	0.40	0.49	0.58	0.63	0.66	0.70	0.84
Maximum Volume Stored (acre-ft) =	0.162	0.455	0.275	0.414	0.570	0.783	0.931	1.156	1.947

DETENTION BASIN OUTLET STRUCTURE DESIGN

Item #11.

MHFD-Detention, Version 4.05 (January 2022)



S-A-V-D Chart Axis Override	X-axis	Left Y-Axis	Right Y-Axis
minimum bound			
maximum bound			

DETENTION BASIN OUTLET STRUCTURE DESIGN

Item #11.

Outflow Hydrograph Workbook Filename: _____

Inflow Hydrographs

The user can override the calculated inflow hydrographs from this workbook with inflow hydrographs developed in a separate program.

Time Interval	SOURCE	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP	CUHP
	TIME	WQCV [cfs]	EURV [cfs]	2 Year [cfs]	5 Year [cfs]	10 Year [cfs]	25 Year [cfs]	50 Year [cfs]	100 Year [cfs]	500 Year [cfs]
5.00 min	0:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.10	0.12	0.69
	0:15:00	0.00	0.00	0.19	0.57	0.91	0.82	1.22	1.38	2.53
	0:20:00	0.00	0.00	1.45	2.14	2.84	2.19	2.88	3.52	6.48
	0:25:00	0.00	0.00	3.41	5.13	7.64	5.21	7.38	9.52	17.61
	0:30:00	0.00	0.00	4.31	6.50	9.47	13.43	18.03	22.61	37.14
	0:35:00	0.00	0.00	4.08	6.13	8.80	15.64	20.58	26.93	43.21
	0:40:00	0.00	0.00	3.70	5.43	7.78	15.25	19.91	25.93	41.36
	0:45:00	0.00	0.00	3.21	4.77	6.89	13.67	17.82	23.85	37.98
	0:50:00	0.00	0.00	2.78	4.22	5.99	12.47	16.25	21.63	34.42
	0:55:00	0.00	0.00	2.42	3.65	5.19	10.76	14.03	19.12	30.40
	1:00:00	0.00	0.00	2.14	3.21	4.58	9.23	12.06	16.90	26.93
	1:05:00	0.00	0.00	1.95	2.91	4.19	8.09	10.61	15.28	24.42
	1:10:00	0.00	0.00	1.73	2.68	3.88	6.99	9.23	12.97	20.85
	1:15:00	0.00	0.00	1.53	2.39	3.59	6.07	8.05	10.99	17.77
	1:20:00	0.00	0.00	1.34	2.07	3.14	5.08	6.73	8.90	14.43
	1:25:00	0.00	0.00	1.16	1.78	2.60	4.21	5.54	7.06	11.50
	1:30:00	0.00	0.00	1.00	1.53	2.13	3.33	4.37	5.46	8.94
	1:35:00	0.00	0.00	0.90	1.36	1.83	2.58	3.39	4.13	6.89
	1:40:00	0.00	0.00	0.85	1.20	1.65	2.09	2.77	3.29	5.61
	1:45:00	0.00	0.00	0.82	1.09	1.53	1.80	2.38	2.77	4.81
	1:50:00	0.00	0.00	0.80	1.00	1.45	1.61	2.13	2.41	4.25
	1:55:00	0.00	0.00	0.71	0.94	1.36	1.47	1.96	2.16	3.86
	2:00:00	0.00	0.00	0.63	0.87	1.24	1.38	1.84	1.98	3.57
	2:05:00	0.00	0.00	0.49	0.68	0.96	1.06	1.41	1.48	2.69
	2:10:00	0.00	0.00	0.38	0.51	0.72	0.79	1.05	1.08	1.98
	2:15:00	0.00	0.00	0.29	0.39	0.54	0.59	0.78	0.80	1.47
	2:20:00	0.00	0.00	0.22	0.29	0.40	0.44	0.58	0.60	1.10
	2:25:00	0.00	0.00	0.16	0.22	0.29	0.33	0.43	0.45	0.82
	2:30:00	0.00	0.00	0.12	0.16	0.22	0.24	0.31	0.33	0.60
	2:35:00	0.00	0.00	0.09	0.11	0.16	0.17	0.23	0.24	0.44
	2:40:00	0.00	0.00	0.06	0.08	0.11	0.13	0.16	0.17	0.32
	2:45:00	0.00	0.00	0.04	0.05	0.08	0.09	0.11	0.12	0.21
	2:50:00	0.00	0.00	0.02	0.03	0.05	0.05	0.07	0.07	0.13
	2:55:00	0.00	0.00	0.01	0.02	0.02	0.03	0.04	0.04	0.07
	3:00:00	0.00	0.00	0.00	0.01	0.01	0.01	0.01	0.01	0.03
	3:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:15:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:20:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:25:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:30:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:35:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:40:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:45:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:50:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	3:55:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:15:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:20:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:25:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:30:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:35:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:40:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:45:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:50:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4:55:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:05:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:10:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:15:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:20:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:25:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:30:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:35:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:40:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:45:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:50:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5:55:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6:00:00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Revere North							
Basin Weighted Runoff Coefficient Calculations							
Date: 04/05/22							
NRCs Soil Group		C	Imperviousness	C ₂	C ₅	C ₁₀	C ₁₀₀
A (Existing Conditions)		Twin Mound Basin Undeveloped Area	2%	0.01	0.05	0.15	0.49
Basin ID	Total Area (Ac.)	A Area (Ac.)	Weighted Imp. I (%)	Weighted Runoff Coefficients			
				C ₂	C ₅	C ₁₀	C ₁₀₀
Historic/Existing							
A	95.29	95.29	2%	0.01	0.05	0.15	0.49
B	8.84	8.84	2%	0.01	0.05	0.15	0.49
OS-1	5.50	5.50	2%	0.01	0.05	0.15	0.49
OS-2	4.50	4.50	2%	0.01	0.05	0.15	0.49
OS-S1	54.02	54.02	2%	0.01	0.05	0.15	0.49
OS-S2	24.78	24.78	2%	0.01	0.05	0.15	0.49
OS-S3	24.73	24.73	2%	0.01	0.05	0.15	0.49
OS-W1	138.20	138.20	2%	0.01	0.05	0.15	0.49
OS-W2	191.64	191.64	2%	0.01	0.05	0.15	0.49
OS-W3	75.00	75.00	2%	0.01	0.05	0.15	0.49

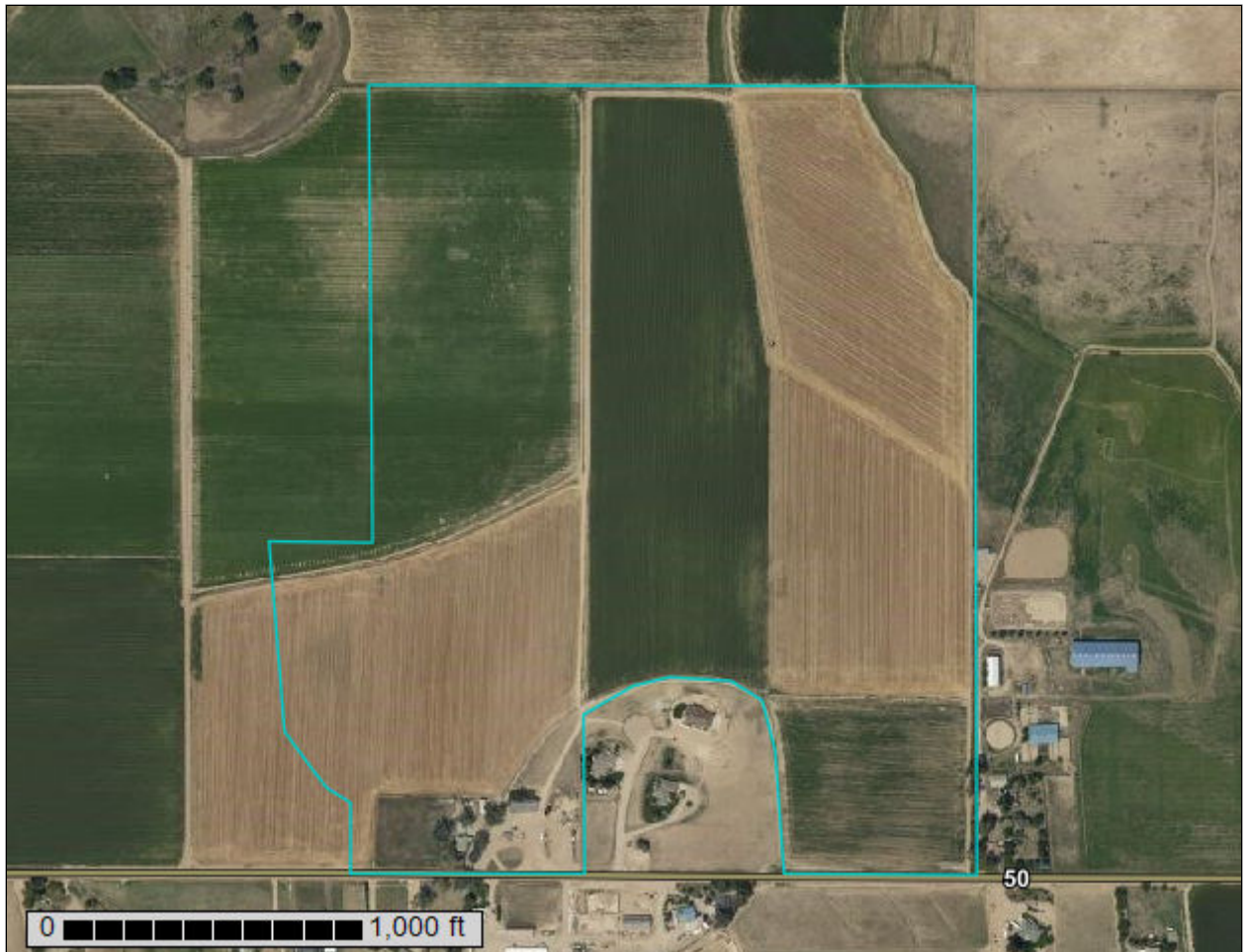
Time of Concentration																Project No.:
Sh. 1 of 3																4/5/22
Basin ID	C ₅	Initial Flow Time T _i			Travel Time T _t							Tc Check			Final T _c (min)	
		Length (ft)	Slope (%)	T _i (min)	Length (ft)	Slope (%)	Convey. Element	Convey. Coeff. K	Vel. (fps)	T _t (min)	Total T _c (min)	Imp. (dec)	Travel Length (ft)	Avg. Travel Slope (%)		T _c = 26 - 17i + [L/{60*(14i+9)*(S ^{0.5})}] (min)
Developed																
A	0.05	500	4.00	26.8	2270	1.40	Native Grass	7	0.8	45.7	72.5	0.02	2270	1.4	60.1	60.1
B	0.05	500	2.50	31.3	425	3.00	Native Grass	7	1.2	5.8	37.2	0.02	425	3.0	30.1	30.1
OS-1	0.05	500	4.00	26.8	190	5.00	Native Grass	7	1.6	2.0	28.9	0.02	190	5.0	27.2	27.2
OS-2	0.05	500	2.00	33.7	260	4.00	Native Grass	7	1.4	3.1	36.8	0.02	260	4.0	28.0	28.0
OS-S1	0.05	500	4.00	26.8	2750	0.80	Native Grass	7	0.6	73.2	100.0	0.02	2750	0.8	80.9	80.9
OS-S2	0.05	500	1.00	42.4	1100	1.00	Native Grass	7	0.7	26.2	68.6	0.02	1100	1.0	45.4	45.4
OS-S3	0.05	500	2.00	33.7	1900	0.90	Native Grass	7	0.7	47.7	81.4	0.02	1900	0.9	61.6	61.6
OS-W1	0.05	500	4.00	26.8	3475	3.00	Native Grass	7	1.2	47.8	74.6	0.02	3475	3.0	61.7	61.7
OS-W2	0.05	500	2.00	33.7	3175	4.00	Native Grass	7	1.4	37.8	71.5	0.02	3175	4.0	54.2	54.2
OS-W3	0.05	500	2.00	33.7	3500	2.00	Native Grass	7	1.0	58.9	92.6	0.02	3500	2.0	70.1	70.1

Basin Runoff Calculations - Historic Flows												Project No.: 1060-08 5-Apr-22			
Basin ID	Design Point	Total Area (Ac.)	Imp (%)	Tc (min)	Runoff Coeff.			Flow (cfs)					Master Basin Allowable Release (cfs)		
					C ₂	C ₅	C ₁₀₀	I ₂	I ₅	I ₁₀₀	Q ₅	Q ₁₀₀		Q ₅	Q ₁₀₀
Existing															
A	1	95.29	2%	60.12	0.01	0.05	0.49	0.84	1.12	2.83	5.34	131.96	Twin Mounds	34.3	86.7
B	9	8.84	2%	30.07	0.01	0.05	0.49	1.31	1.74	4.39	0.77	19.00	Elwel	2.8	8.2
OS-1	8	5.50	2%	27.19	0.01	0.05	0.49	1.39	1.84	4.65	0.51	12.54	Twin Mounds	2.0	5.0
OS-2	10	4.50	2%	27.99	0.01	0.05	0.49	1.36	1.81	4.57	0.41	10.09	Elwel	1.4	4.2
OS-S1	5	54.02	2%	80.88	0.01	0.05	0.49	0.69	0.91	2.30	2.47	61.00	Twin Mounds	19.4	49.2
OS-S2	6	24.78	2%	45.42	0.01	0.05	0.49	1.01	1.35	3.40	1.67	41.29	Twin Mounds	8.9	22.5
OS-S3	7	24.73	2%	61.63	0.01	0.05	0.49	0.83	1.10	2.78	1.36	33.68	Twin Mounds	8.9	22.5
OS-W1	2	138.20	2%	61.69	0.01	0.05	0.49	0.83	1.10	2.78	7.61	188.06	Twin Mounds	49.8	125.8
OS-W2	3	191.64	2%	54.17	0.01	0.05	0.49	0.90	1.20	3.03	11.51	284.53	Twin Mounds	69.0	174.4
OS-W3	4	75.00	2%	70.11	0.01	0.05	0.49	0.76	1.01	2.55	3.78	93.54	Twin Mounds	27.0	68.3
Intensity : $\frac{28.5 * P_1}{(10 + T_c)^{0.786}}$											2 Year P ₁ = 0.83				
											5 Year P ₁ = 1.11				
											100 Year P ₁ = 2.80				

APPENDIX C

Referenced Information

Custom Soil Resource Report for Larimer County Area, Colorado; and Weld County, Colorado, Southern Part



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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 115—Weld silt loam, 0 to 3 percent slopes..... 19

 119—Wiley silt loam, 3 to 5 percent slopes.....21

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 79—Weld loam, 1 to 3 percent slopes..... 23

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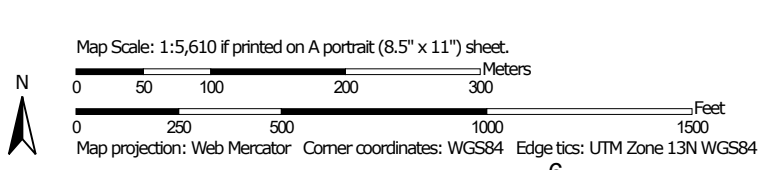
References.....27

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.


Custom Soil Resource Report Soil Map

Item #11.





MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Larimer County Area, Colorado
 Survey Area Data: Version 16, Sep 2, 2021

Soil Survey Area: Weld County, Colorado, Southern Part
 Survey Area Data: Version 20, Aug 31, 2021

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

MAP LEGEND

MAP INFORMATION

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 11, 2018—Aug 12, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Ascalon sandy loam, 0 to 3 percent slopes	23.3	19.4%
8	Ascalon sandy loam, 3 to 5 percent slopes	11.1	9.2%
78	Otero sandy loam, 3 to 5 percent slopes	0.8	0.6%
79	Otero sandy loam, 5 to 9 percent slopes	1.0	0.9%
102	Stoneham loam, 3 to 5 percent slopes	1.6	1.3%
115	Weld silt loam, 0 to 3 percent slopes	61.8	51.5%
119	Wiley silt loam, 3 to 5 percent slopes	19.9	16.6%
Subtotals for Soil Survey Area		119.5	99.6%
Totals for Area of Interest		120.0	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
79	Weld loam, 1 to 3 percent slopes	0.3	0.3%
83	Wiley-Colby complex, 3 to 5 percent slopes	0.2	0.2%
Subtotals for Soil Survey Area		0.5	0.4%
Totals for Area of Interest		120.0	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion

of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Larimer County Area, Colorado

7—Ascalon sandy loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2swl3
Elevation: 3,870 to 5,960 feet
Mean annual precipitation: 12 to 16 inches
Mean annual air temperature: 46 to 57 degrees F
Frost-free period: 135 to 160 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Ascalon and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ascalon

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Wind-reworked alluvium and/or calcareous sandy eolian deposits

Typical profile

Ap - 0 to 6 inches: sandy loam
Bt1 - 6 to 12 inches: sandy clay loam
Bt2 - 12 to 19 inches: sandy clay loam
Bk - 19 to 35 inches: sandy clay loam
C - 35 to 80 inches: sandy loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
 (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: Moderate (about 7.7 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: B
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Minor Components

Olnest

Percent of map unit: 10 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Vona

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

8—Ascalon sandy loam, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2tln
Elevation: 3,550 to 5,970 feet
Mean annual precipitation: 12 to 16 inches
Mean annual air temperature: 46 to 57 degrees F
Frost-free period: 135 to 160 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Ascalon and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Ascalon

Setting

Landform: Interfluves
Landform position (two-dimensional): Shoulder, summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Wind-reworked alluvium and/or calcareous sandy eolian deposits

Typical profile

Ap - 0 to 6 inches: sandy loam
Bt1 - 6 to 12 inches: sandy clay loam
Bt2 - 12 to 19 inches: sandy clay loam

Bk - 19 to 35 inches: sandy clay loam
C - 35 to 80 inches: sandy loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline (0.1 to 1.9 mmhos/cm)
Sodium adsorption ratio, maximum: 1.0
Available water supply, 0 to 60 inches: Moderate (about 6.9 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: B
Ecological site: R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains
Hydric soil rating: No

Minor Components

Stoneham

Percent of map unit: 10 percent
Landform: Interfluves
Landform position (two-dimensional): Shoulder, summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland
Hydric soil rating: No

Vona

Percent of map unit: 8 percent
Landform: Interfluves
Landform position (two-dimensional): Backslope, footslope, shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY024CO - Sandy Plains, R072XY111KS - Sandy Plains
Hydric soil rating: No

Platner

Percent of map unit: 2 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains, R072XY100KS - Loamy Tableland
Hydric soil rating: No

78—Otero sandy loam, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: jpxs
Elevation: 4,800 to 5,600 feet
Mean annual precipitation: 13 to 15 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 135 to 150 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Otero and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Otero

Setting

Landform: Fans
Landform position (three-dimensional): Base slope, side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium and/or eolian deposits

Typical profile

H1 - 0 to 15 inches: sandy loam
H2 - 15 to 60 inches: sandy loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: A
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Minor Components

Ascalon

Percent of map unit: 5 percent
Ecological site: R067AY122WY - Loamy (Ly) 12-17" PZ
Hydric soil rating: No

Nelson

Percent of map unit: 5 percent
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Kim

Percent of map unit: 5 percent
Ecological site: R067BZ902CO - Loamy Plains
Hydric soil rating: No

79—Otero sandy loam, 5 to 9 percent slopes

Map Unit Setting

National map unit symbol: jpxt
Elevation: 4,800 to 5,600 feet
Mean annual precipitation: 13 to 15 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 135 to 150 days
Farmland classification: Not prime farmland

Map Unit Composition

Otero and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Otero

Setting

Landform: Fans
Landform position (three-dimensional): Base slope, side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Alluvium and/or eolian deposits

Typical profile

H1 - 0 to 14 inches: sandy loam
H2 - 14 to 60 inches: sandy loam

Properties and qualities

Slope: 5 to 9 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Runoff class: Low

Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 5 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 6.3 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: A
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Minor Components

Kim

Percent of map unit: 9 percent
Ecological site: R067BZ902CO - Loamy Plains
Hydric soil rating: No

Nelson

Percent of map unit: 6 percent
Ecological site: R067BY024CO - Sandy Plains
Hydric soil rating: No

Tassel

Percent of map unit: 5 percent
Ecological site: R067BY056CO - Sandstone Breaks
Hydric soil rating: No

102—Stoneham loam, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2x0j1
Elevation: 3,500 to 6,500 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 115 to 155 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Stoneham and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Stoneham

Setting

Landform: Interfluves, low hills
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Mixed alluvial and/or eolian tertiary aged pedisediment

Typical profile

Ap - 0 to 4 inches: loam
Bt - 4 to 9 inches: clay loam
Btk - 9 to 13 inches: clay loam
Bk1 - 13 to 18 inches: loam
Bk2 - 18 to 34 inches: loam
C - 34 to 80 inches: loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
 (0.20 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 12 percent
Maximum salinity: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 0.5
Available water supply, 0 to 60 inches: High (about 9.1 inches)

Interpretive groups

Land capability classification (irrigated): 4e
Land capability classification (nonirrigated): 4c
Hydrologic Soil Group: C
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Minor Components

Satanta

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Weld

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit

Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Kimst

Percent of map unit: 5 percent
Landform: Low hills, interfluves
Landform position (two-dimensional): Backslope, shoulder
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

115—Weld silt loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2x0hx
Elevation: 3,600 to 6,000 feet
Mean annual precipitation: 12 to 18 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 115 to 155 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Weld and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Weld

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loess

Typical profile

Ap - 0 to 3 inches: silt loam
Bt1 - 3 to 11 inches: silty clay
Bt2 - 11 to 15 inches: silty clay
Btk - 15 to 21 inches: silty clay
Bk - 21 to 31 inches: silt loam
C - 31 to 80 inches: silt loam

Properties and qualities

Slope: 0 to 3 percent

Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: High (about 11.7 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3c
Hydrologic Soil Group: C
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Minor Components

Colby

Percent of map unit: 7 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Keith

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Adena

Percent of map unit: 5 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Rago, rarely flooded

Percent of map unit: 2 percent
Landform: Drainageways
Down-slope shape: Linear
Across-slope shape: Concave

Ecological site: R067BY036CO - Overflow
Hydric soil rating: No

Pleasant, ponded

Percent of map unit: 1 percent
Landform: Playas, closed depressions
Down-slope shape: Concave
Across-slope shape: Concave
Ecological site: R067BY010CO - Closed Upland Depression
Hydric soil rating: Yes

119—Wiley silt loam, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: jpvf
Elevation: 4,800 to 5,600 feet
Mean annual precipitation: 13 to 15 inches
Mean annual air temperature: 48 to 50 degrees F
Frost-free period: 135 to 150 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Wiley and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wiley

Setting

Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Uniform eolian deposits

Typical profile

H1 - 0 to 6 inches: silt loam
H2 - 6 to 15 inches: silt loam
H3 - 15 to 60 inches: silt loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
 (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Available water supply, 0 to 60 inches: High (about 11.4 inches)

Interpretive groups

*Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: B
Ecological site: R067BZ902CO - Loamy Plains
Hydric soil rating: No*

Minor Components

Keith

*Percent of map unit: 10 percent
Ecological site: R067BZ902CO - Loamy Plains
Hydric soil rating: No*

Colby

*Percent of map unit: 5 percent
Ecological site: R067BZ008CO - Loamy Slopes
Hydric soil rating: No*

Weld County, Colorado, Southern Part

79—Weld loam, 1 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2x0hw
Elevation: 3,600 to 5,750 feet
Mean annual precipitation: 12 to 17 inches
Mean annual air temperature: 46 to 54 degrees F
Frost-free period: 115 to 155 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Weld and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Weld

Setting

Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loess

Typical profile

Ap - 0 to 8 inches: loam
Bt1 - 8 to 12 inches: clay
Bt2 - 12 to 15 inches: clay loam
Btk - 15 to 28 inches: loam
Bk - 28 to 60 inches: silt loam
C - 60 to 80 inches: silt loam

Properties and qualities

Slope: 1 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 14 percent
Maximum salinity: Nonsaline to very slightly saline (0.1 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: High (about 11.3 inches)

Interpretive groups

Land capability classification (irrigated): 2e
Land capability classification (nonirrigated): 3c
Hydrologic Soil Group: C
Ecological site: R067BY002CO - Loamy Plains

Hydric soil rating: No

Minor Components

Adena

Percent of map unit: 8 percent
Landform: Interfluves
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Colby

Percent of map unit: 7 percent
Landform: Hillslopes
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Keith

Percent of map unit: 3 percent
Landform: Interfluves
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Baca

Percent of map unit: 2 percent
Landform: Interfluves
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex, linear
Across-slope shape: Convex, linear
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

83—Wiley-Colby complex, 3 to 5 percent slopes

Map Unit Setting

National map unit symbol: 3644
Elevation: 4,850 to 5,000 feet
Mean annual precipitation: 12 to 16 inches
Mean annual air temperature: 48 to 54 degrees F

Frost-free period: 135 to 170 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Wiley and similar soils: 55 percent
Colby and similar soils: 30 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Wiley

Setting

Landform: Plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous eolian deposits

Typical profile

H1 - 0 to 11 inches: silt loam
H2 - 11 to 60 inches: silty clay loam
H3 - 60 to 64 inches: silty clay loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.7 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: B
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Description of Colby

Setting

Landform: Plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous eolian deposits

Typical profile

H1 - 0 to 7 inches: loam
H2 - 7 to 60 inches: silt loam

Properties and qualities

Slope: 3 to 5 percent
Depth to restrictive feature: More than 80 inches

Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 2.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Available water supply, 0 to 60 inches: High (about 10.6 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: B
Ecological site: R067BY002CO - Loamy Plains
Hydric soil rating: No

Minor Components

Heldt

Percent of map unit: 9 percent
Hydric soil rating: No

Weld

Percent of map unit: 6 percent
Hydric soil rating: No

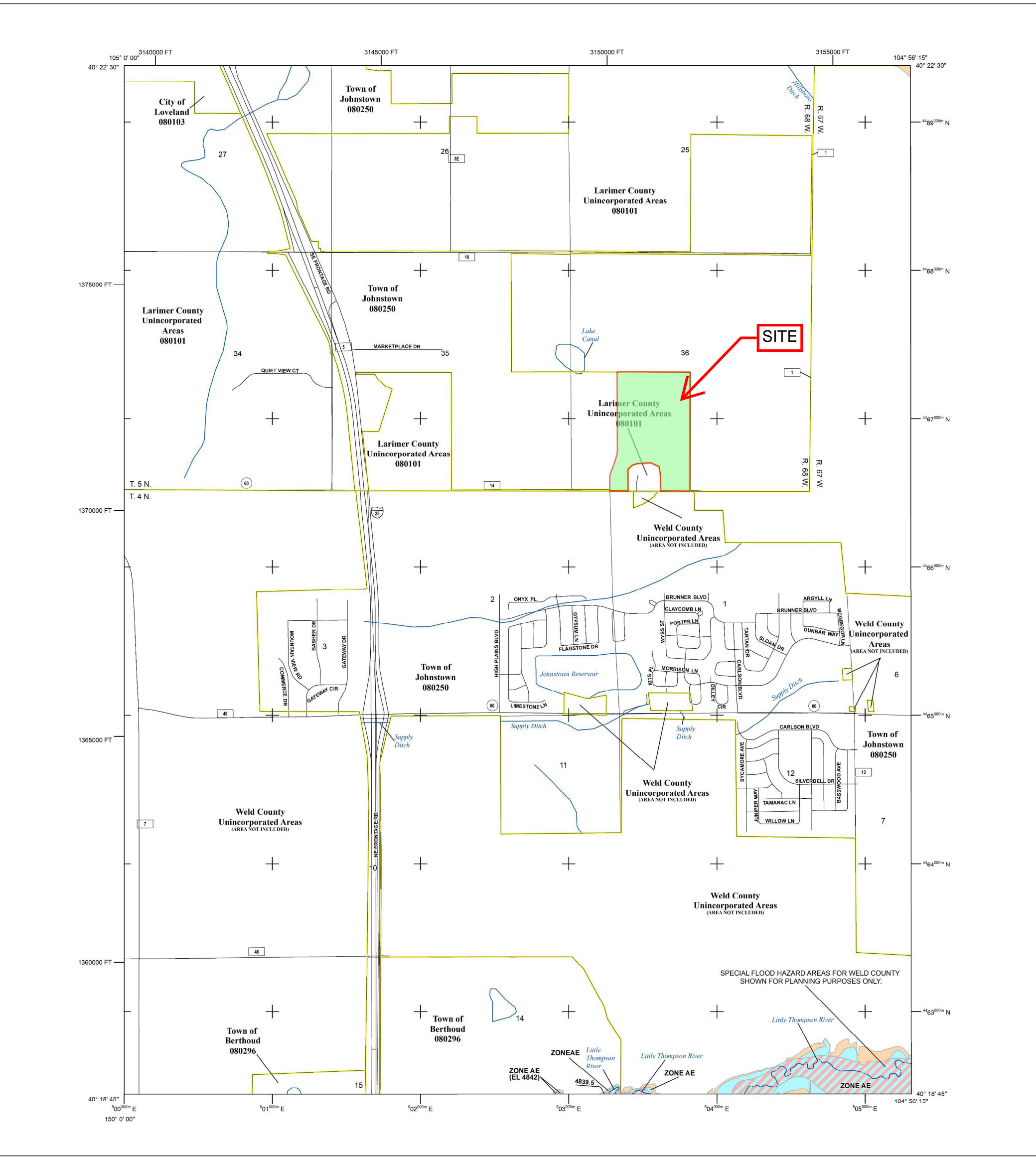
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FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

- SPECIAL FLOOD HAZARD AREAS**
 - Without Base Flood Elevation (BFE) Zone A.V. A99
 - With BFE or Depth Zone AE, AO, AH, VE, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
 - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee See Notes. Zone X
 - Area with Flood Risk due to Levee Zone D
- OTHER AREAS**
 - NO SCREEN Area of Minimal Flood Hazard Zone X
 - Area of Undetermined Flood Hazard Zone D
- GENERAL STRUCTURES**
 - Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- OTHER FEATURES**
 - Cross Sections with 1% Annual Chance Water Surface Elevation (Elevations: 18.2, 17.5)
 - Coastal Transect
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary

NOTES TO USERS

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-6627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

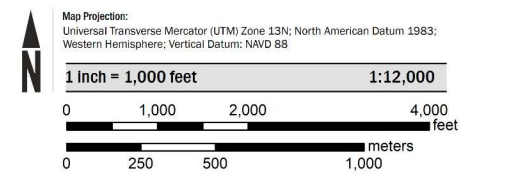
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM Index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

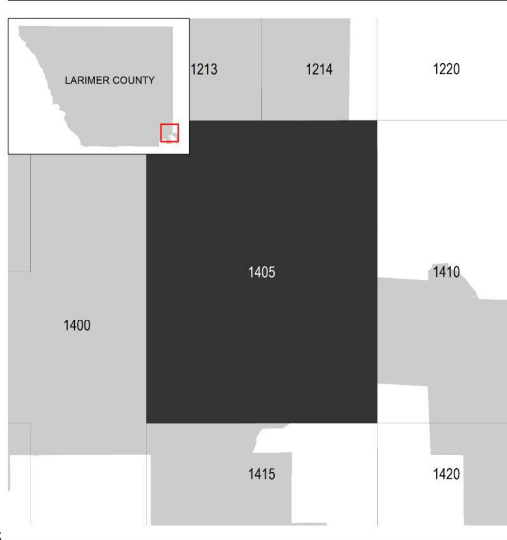
To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was derived from the National Flood Hazard Layer (NFHL), dated 2013 and digital data provided by Larimer County GIS Department, dated 2018.

SCALE



PANEL LOCATOR



FEMA
 National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
 FLOOD INSURANCE RATE MAP

LARIMER COUNTY, COLORADO
 and Incorporated Areas

PANEL 1405 of 1420

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BERTHOUD, TOWN OF	080296	1405	G
JOHNSTOWN, TOWN OF	080250	1405	G
LOVELAND, CITY OF	080103	1405	G
LARIMER COUNTY	080101	1405	G

VERSION NUMBER: 2.5.3.6
 MAP NUMBER: 08069C1405G
 MAP REVISED: JANUARY 15, 2021



NOAA Atlas 14, Volume 8, Version 2
Location name: Johnstown, Colorado, USA*
Latitude: 40.3529°, Longitude: -104.9605°
Elevation: 4936.4 ft**



Item #11.

* source: ESRI Maps
 ** source: USGS

POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Deborah Martin, Sandra Pavlovic, Ishani Roy, Michael St. Laurent, Carl Trypaluk, Dale Unruh, Michael Yekta, Geoffery Bonnin

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#) | [PF_graphical](#) | [Maps & aerals](#)

PF tabular

PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.240 (0.186-0.310)	0.287 (0.223-0.371)	0.383 (0.296-0.496)	0.480 (0.370-0.626)	0.642 (0.491-0.904)	0.788 (0.582-1.12)	0.952 (0.678-1.38)	1.14 (0.777-1.70)	1.41 (0.927-2.16)	1.64 (1.04-2.52)
10-min	0.351 (0.273-0.453)	0.420 (0.326-0.543)	0.560 (0.434-0.726)	0.704 (0.541-0.916)	0.940 (0.718-1.32)	1.15 (0.852-1.63)	1.39 (0.993-2.02)	1.67 (1.14-2.49)	2.07 (1.36-3.17)	2.40 (1.52-3.69)
15-min	0.428 (0.333-0.553)	0.512 (0.398-0.662)	0.683 (0.529-0.886)	0.858 (0.660-1.12)	1.15 (0.876-1.62)	1.41 (1.04-1.99)	1.70 (1.21-2.47)	2.03 (1.39-3.03)	2.52 (1.66-3.86)	2.93 (1.86-4.50)
30-min	0.571 (0.444-0.737)	0.681 (0.529-0.880)	0.907 (0.701-1.18)	1.14 (0.875-1.48)	1.52 (1.16-2.14)	1.86 (1.38-2.64)	2.25 (1.61-3.27)	2.69 (1.84-4.01)	3.34 (2.19-5.12)	3.89 (2.46-5.96)
60-min	0.707 (0.550-0.913)	0.834 (0.648-1.08)	1.11 (0.855-1.43)	1.39 (1.07-1.81)	1.87 (1.43-2.64)	2.30 (1.71-3.27)	2.80 (2.00-4.07)	3.37 (2.30-5.03)	4.21 (2.77-6.46)	4.92 (3.12-7.54)
2-hr	0.844 (0.662-1.08)	0.988 (0.774-1.26)	1.30 (1.02-1.67)	1.64 (1.27-2.11)	2.21 (1.72-3.10)	2.74 (2.05-3.86)	3.35 (2.42-4.82)	4.04 (2.80-5.97)	5.08 (3.37-7.70)	5.96 (3.81-9.01)
3-hr	0.928 (0.732-1.18)	1.08 (0.849-1.37)	1.41 (1.11-1.80)	1.78 (1.39-2.27)	2.40 (1.88-3.36)	2.98 (2.25-4.17)	3.65 (2.65-5.23)	4.42 (3.08-6.49)	5.57 (3.72-8.39)	6.54 (4.21-9.82)
6-hr	1.10 (0.874-1.38)	1.27 (1.01-1.60)	1.65 (1.31-2.08)	2.06 (1.62-2.61)	2.75 (2.17-3.79)	3.40 (2.58-4.68)	4.13 (3.03-5.84)	4.98 (3.50-7.21)	6.24 (4.21-9.26)	7.31 (4.75-10.8)
12-hr	1.29 (1.04-1.60)	1.53 (1.23-1.90)	2.00 (1.60-2.49)	2.46 (1.95-3.08)	3.19 (2.51-4.27)	3.84 (2.93-5.18)	4.57 (3.36-6.31)	5.37 (3.80-7.62)	6.55 (4.45-9.55)	7.53 (4.95-11.0)
24-hr	1.55 (1.26-1.91)	1.83 (1.48-2.25)	2.35 (1.89-2.89)	2.84 (2.28-3.52)	3.61 (2.85-4.74)	4.28 (3.28-5.66)	5.01 (3.71-6.80)	5.81 (4.14-8.11)	6.97 (4.78-10.00)	7.93 (5.26-11.4)
2-day	1.80 (1.47-2.18)	2.13 (1.74-2.58)	2.71 (2.21-3.30)	3.25 (2.63-3.97)	4.05 (3.21-5.21)	4.73 (3.65-6.16)	5.46 (4.08-7.28)	6.25 (4.49-8.57)	7.37 (5.10-10.4)	8.28 (5.56-11.8)
3-day	1.96 (1.61-2.36)	2.29 (1.88-2.77)	2.88 (2.36-3.49)	3.42 (2.79-4.16)	4.24 (3.38-5.42)	4.93 (3.83-6.36)	5.67 (4.26-7.50)	6.47 (4.67-8.80)	7.61 (5.29-10.6)	8.53 (5.76-12.0)
4-day	2.09 (1.72-2.50)	2.42 (2.00-2.91)	3.03 (2.49-3.65)	3.58 (2.92-4.33)	4.40 (3.52-5.59)	5.10 (3.97-6.54)	5.84 (4.41-7.69)	6.65 (4.82-8.99)	7.79 (5.44-10.8)	8.71 (5.91-12.2)
7-day	2.36 (1.96-2.81)	2.76 (2.29-3.29)	3.45 (2.85-4.11)	4.05 (3.33-4.85)	4.93 (3.95-6.15)	5.64 (4.42-7.13)	6.39 (4.85-8.28)	7.18 (5.24-9.56)	8.28 (5.82-11.3)	9.15 (6.26-12.7)
10-day	2.61 (2.18-3.08)	3.06 (2.55-3.62)	3.81 (3.17-4.51)	4.45 (3.68-5.30)	5.37 (4.31-6.62)	6.09 (4.79-7.62)	6.84 (5.21-8.78)	7.62 (5.58-10.0)	8.68 (6.13-11.8)	9.51 (6.55-13.1)
20-day	3.34 (2.81-3.90)	3.86 (3.25-4.51)	4.72 (3.96-5.53)	5.44 (4.54-6.40)	6.43 (5.20-7.79)	7.19 (5.70-8.85)	7.96 (6.11-10.0)	8.74 (6.46-11.3)	9.78 (6.97-13.0)	10.6 (7.36-14.3)
30-day	3.92 (3.32-4.54)	4.51 (3.82-5.23)	5.46 (4.61-6.35)	6.24 (5.24-7.30)	7.31 (5.94-8.78)	8.13 (6.47-9.91)	8.94 (6.90-11.2)	9.75 (7.24-12.5)	10.8 (7.75-14.3)	11.6 (8.14-15.6)
45-day	4.61 (3.93-5.31)	5.30 (4.52-6.11)	6.41 (5.44-7.41)	7.31 (6.17-8.48)	8.51 (6.95-10.1)	9.42 (7.54-11.4)	10.3 (7.99-12.7)	11.2 (8.35-14.2)	12.3 (8.87-16.1)	13.1 (9.26-17.5)
60-day	5.17 (4.42-5.92)	5.97 (5.11-6.85)	7.24 (6.17-8.33)	8.26 (7.01-9.54)	9.61 (7.87-11.4)	10.6 (8.52-12.7)	11.6 (9.01-14.2)	12.5 (9.38-15.8)	13.7 (9.91-17.8)	14.6 (10.3-19.3)

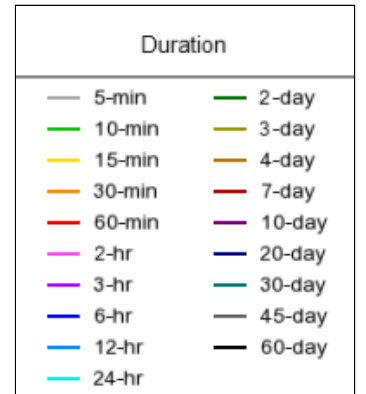
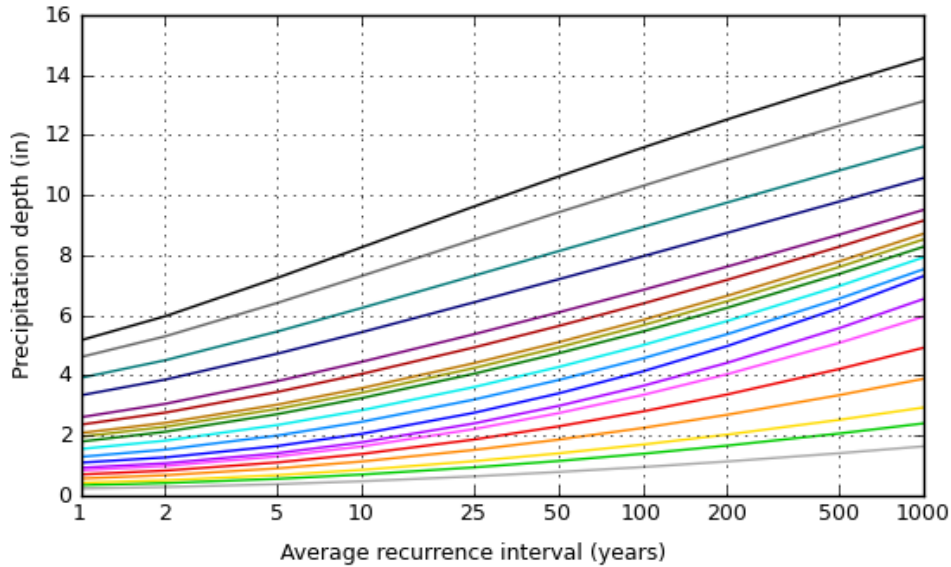
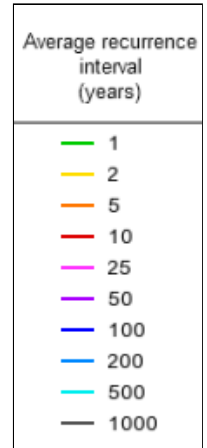
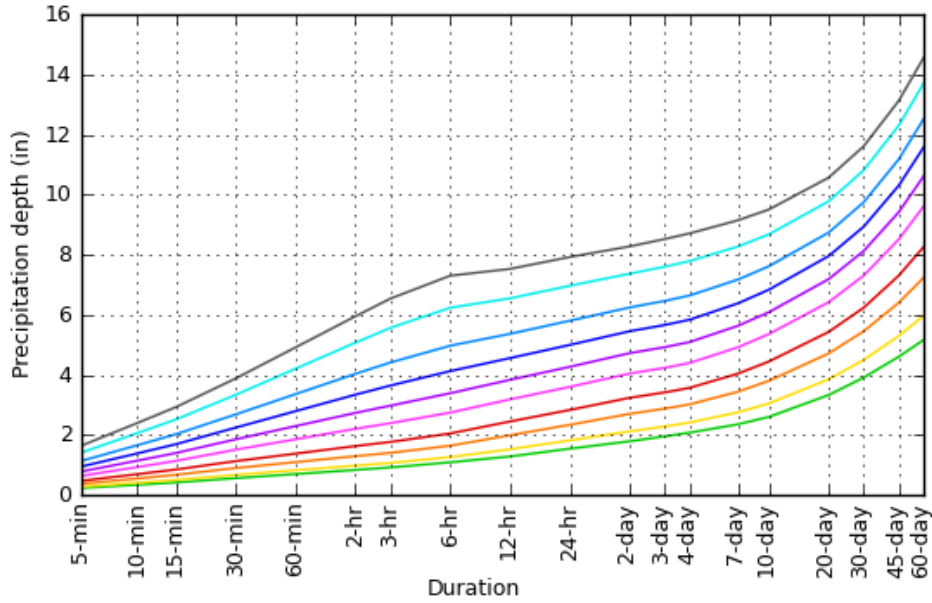
¹ Precipitation frequency (PF) estimates in this table are based on frequency analysis of partial duration series (PDS). Numbers in parenthesis are PF estimates at lower and upper bounds of the 90% confidence interval. The probability that precipitation frequency estimates (for a given duration and average recurrence interval) will be greater than the upper bound (or less than the lower bound) is 5%. Estimates at upper bounds are not checked against probable maximum precipitation (PMP) estimates and may be higher than currently valid PMP values. Please refer to NOAA Atlas 14 document for more information.

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PF graphical

Item #11.

PDS-based depth-duration-frequency (DDF) curves
Latitude: 40.3529°, Longitude: -104.9605°

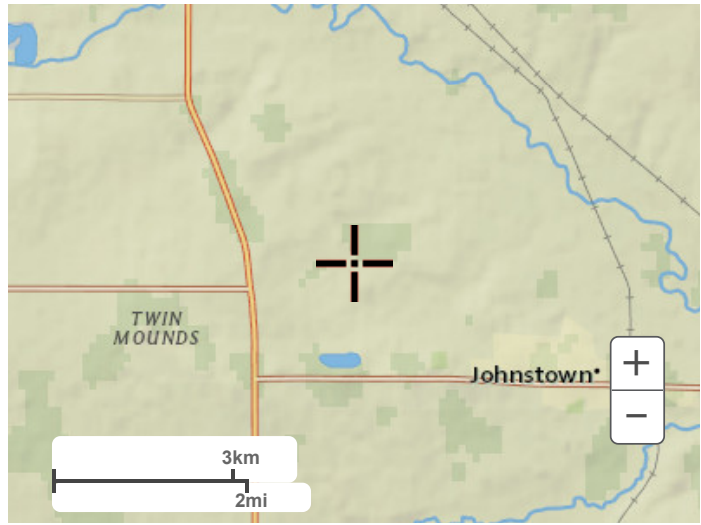


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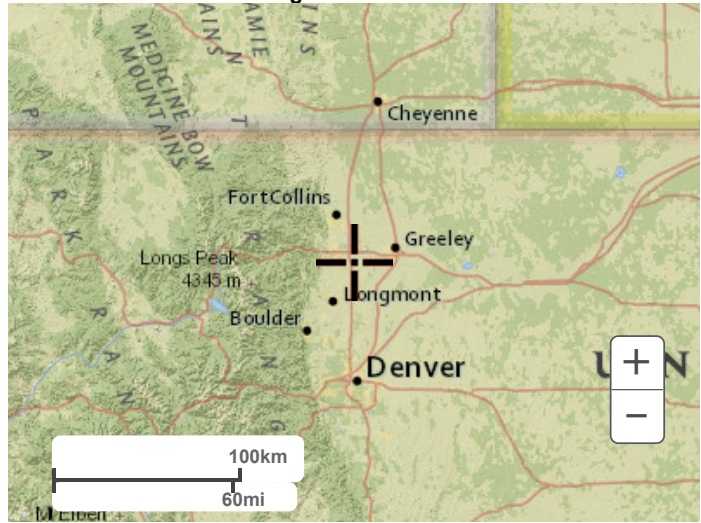
Maps & arials

Small scale terrain

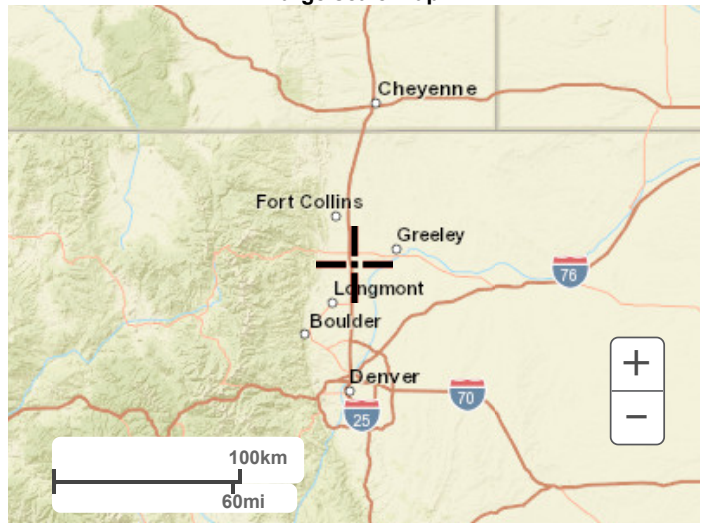
Item #11.



Large scale terrain

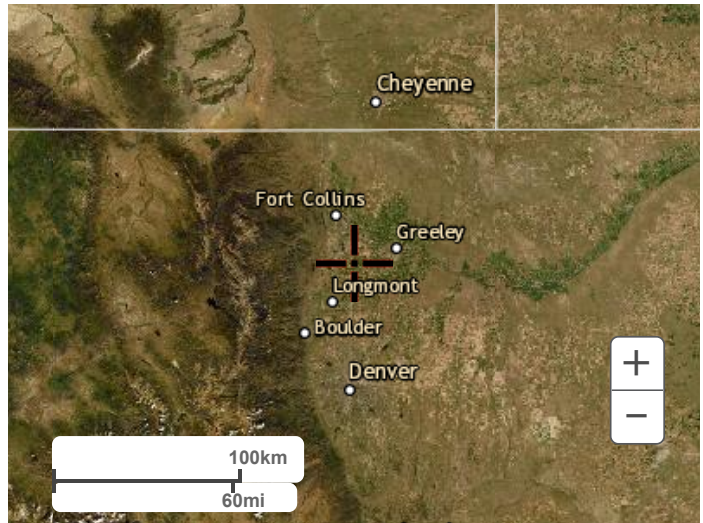


Large scale map



Large scale aerial

Item #11.



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PRELIMINARY DRAINAGE REPORT

GREAT PLAINS VILLAGE JOHNSTOWN, COLORADO

PREPARED FOR:

PLATTE LAND AND WATER, LLC
201 UNIVERSITY BLVD.
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PREPARED BY:

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CORE PROJECT NUMBER: 18-156

NOVEMBER, 2019

I. DESCRIPTION OF SITE

This site is approximately +/-502.51-acres and located at the east side of the intersection of the Interstate 25 Frontage Road and Larimer County Road 14 (Weld County Road 50) in Johnstown, Colorado. It is situated in Sections 35 and 36, Township 5 North, Range 68 West of the 6th Principal Meridian, Larimer County, Colorado and Section 2, Township 4 North, Range 68 West of the 6th Principal Meridian, in Larimer and Weld County, Colorado. The site is bound by Interstate 25 to the west and cultivated land to the north, south, and east; and by residential dwellings to the west and south.

The property will be zoned for Residential, Commercial, and Mixed-Use development and is currently undeveloped and used primarily for agricultural purposes with rotating ground cover of crops. This site is proposed to be developed for commercial, residential, retail, light industrial and office purposes. Improvements include buildings, roadways, parking lots, landscaping, and associated utilities. Multiple detention ponds will be provided throughout the site to control water quality and storm water release rates.

The site generally slopes from west to east at an approximate average grade of 2 percent. An array of irrigation swales and structures exist throughout the site and at locations along the site perimeter.

Soils within the site are included in Hydrologic Soil Groups A, B, and C. Soils maps for the site from the Natural Resources Conversation Service can be found in Appendix A.

The site is located outside of any existing FEMA mapped floodplains or floodways, see FIRM map located in Appendix A.

II. DESCRIPTION OF BASINS AND SUB-BASINS

EXISTING DRAINAGE BASINS

Per the *Storm Water Master Plan for the Town of Johnstown, April 2001*, prepared by TEC, the site falls within two (2) major basins, Twin Mounds and Elwell Basins, which both ultimately discharge to the Big Thompson River located north and east of the site. It is anticipated that runoff will be released to the north, following the existing drainage patterns for the site. See Appendix C for the excerpts from the Storm Water Master Plan, and Appendix D for Existing Drainage Map.

PROPOSED DRAINAGE BASIN

Although site planning is in the preliminary stage, 12 regional detention ponds are anticipated throughout the site to manage developed runoff. The ponds will provide full spectrum detention up to the 100-year storm event. These locations are approximate and may be combined or additional ponds required based on final site configurations. Further stormwater infrastructure and detailed detention pond design will be included with each phase of the project.

The proposed detention ponds are anticipated to be connected via storm sewer system and conveyance channels. Flows will be discharged at or below the historical peak runoff to mitigate any

impacts to downstream properties. See Appendix B for pond calculations and Appendix D for Proposed Drainage Map.

Offsite flows will continue to be conveyed around the perimeter of the site via existing ditches and/or grass lined swales. These flows will be routed and discharged to maintain historic drainage patterns.

III. **DRAINAGE DESIGN CRITERIA**

Rational Method was utilized to determine the peak runoff for the 2-year and 100-year storm events. These calculations and runoff summary table are included in Appendix B. Due to the preliminary nature of this project imperviousness was determined based on anticipated land use. Once site planning has advanced and land uses have been determined a Final Drainage Report will be prepared for the site during the Site Planning phase to provide further detail and accuracy.

HYDROLOGY

Per the Town of Johnstown Storm Drainage Criteria, the Rational Method was utilized for runoff calculations.

$$Q = CIA$$

Q = The peak rate of runoff (cfs)

C = Runoff coefficient

I = Average rainfall intensity (inches/hour)

A = Basin Area (ac)

A minimum time of concentration of 5 minutes is utilized for urbanized watersheds.

IV. **DRAINAGE FACILITY DESIGN**

Detention ponds were calculated and sized using the current Urban Drainage UD-Detention spreadsheet. See Appendix B for preliminary Pond Sizing Calculations.

Detailed onsite Stormwater design will be prepared during the Site Planning process of the project.

V. **CONCLUSIONS**

The preliminary design of drainage peak runoff and detention pond calculations has been prepared per the Urban Drainage and the Town of Johnstown Storm Drainage Criteria. All concepts are preliminary and will reduce peak runoff from the development to mitigate impacts to downstream property owners. This report presents general drainage concept for the development and further analysis of the site will be prepared as the land planning process progresses and more detailed land uses are identified.

VI. REFERENCES

1. Town of Johnstown Storm Drainage Criteria, TST.
2. Town of Johnstown Storm Water Master Plan, TEC, April 2001.
3. Drainage Criteria Manual, Volumes 1, 2, & 3, Urban Drainage and Flood Control District, June 2001, Revised 2008.

GREAT PLAINS VILLAGE

CORE Project #: 18-156

Prepared By: DJB

COMPOSITE BASIN - WEIGHTED "C" CALCULATIONS - EXISTING CONDITIONS

	Residential				Commercial/ Mixed Use	Pavement/ Pond Surface	Roof	Concrete Walks/ Drives	Gravel	Landscape/ Historic	Total Area	Percent Impervious
	Single Family Detached	Single Family Attached	Multifamily Detached	Multifamily Attached								
% Imperv.	45.00%	60.00%	55.00%	75.00%	75.00%	100.00%	90.00%	90.00%	40.00%	2.00%		
BASIN	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area		
EX-1										81.00	81.0	2.0%
EX-2										57.60	57.6	2.0%
EX-3										354.90	354.9	2.0%
EX-4										9.00	9.0	2.0%
OS-1							0.35		1.80	3.35	5.5	20.0%
OS-2							0.15		0.60	3.75	4.5	10.0%

GREAT PLAINS VILLAGE

CORE Project #: 18-156

Prepared By: DJB

COMPOSITE DEVELOPED BASIN -WEIGHTED "C" CALCULATIONS - EXISTING CONDITIONS

-REFERENCE UDFCD Vol.1 RUNOFF Table 6-4

i = % imperviousness/100 expressed as a decimal
C_A = Runoff coefficient for NRCS HSG A soils
C_B = Runoff coefficient for NRCS HSG B soils
C_{C/D} = Runoff coefficient for NRCS HSG C and D soils.
 Natural Resource Conservation Service (NRCS)

Table 6-4. Runoff coefficient equations based on NRCS soil group and storm return period

NRCS Soil Group	Storm Return Period						
	2-Year	5-Year	10-Year	25-Year	50-Year	100-Year	500-Year
A	$C_A = 0.84i^{1.302}$	$C_A = 0.86i^{1.276}$	$C_A = 0.87i^{1.232}$	$C_A = 0.88i^{1.124}$	$C_A = 0.85i+0.025$	$C_A = 0.78i+0.110$	$C_A = 0.65i+0.254$
B	$C_B = 0.84i^{1.169}$	$C_B = 0.86i^{1.088}$	$C_B = 0.81i+0.057$	$C_B = 0.63i+0.249$	$C_B = 0.56i+0.328$	$C_B = 0.47i+0.426$	$C_B = 0.37i+0.536$
C/D	$C_{C/D} = 0.83i^{1.122}$	$C_{C/D} = 0.82i+0.035$	$C_{C/D} = 0.74i+0.132$	$C_{C/D} = 0.56i+0.319$	$C_{C/D} = 0.49i+0.393$	$C_{C/D} = 0.41i+0.484$	$C_{C/D} = 0.32i+0.588$

Basin ID	% Imperv.	<i>i</i>	Soil Type	Runoff Coefficients, C				Basin Area	Total Area	Weighted Runoff Coefficients, C			
				2-Year	5-Year	10-Year	100-Year			2-Year	5-Year	10-Year	100-Year
EX-1	2.0%	0.02	A	0.01	0.01	0.01	0.13	81.00	81.00	0.01	0.05	0.15	0.49
			B	0.01	0.01	0.07	0.44						
			C or D	0.01	0.05	0.15	0.49						
EX-2	2.0%	0.02	A	0.01	0.01	0.01	0.13	57.60	57.60	0.01	0.05	0.15	0.49
			B	0.01	0.01	0.07	0.44						
			C or D	0.01	0.05	0.15	0.49						
EX-3	2.0%	0.02	A	0.01	0.01	0.01	0.13	282.50	354.90	0.01	0.04	0.13	0.47
			B	0.01	0.01	0.07	0.44						
			C or D	0.01	0.05	0.15	0.49						
EX-4	2.0%	0.02	A	0.01	0.01	0.01	0.13	4.95	9.00	0.01	0.03	0.11	0.47
			B	0.01	0.01	0.07	0.44						
			C or D	0.01	0.05	0.15	0.49						
OS-1	20.0%	0.20	A	0.10	0.11	0.12	0.27	5.50	5.50	0.13	0.15	0.22	0.52
			B	0.13	0.15	0.22	0.52						
			C or D	0.14	0.20	0.28	0.57						
OS-2	10.0%	0.10	A	0.04	0.05	0.05	0.19	4.50	4.50	0.06	0.07	0.14	0.47
			B	0.06	0.07	0.14	0.47						
			C or D	0.06	0.12	0.21	0.53						

These Calculations have been replaced with the more conservative values for the Filing 1 Sizing

GREAT PLAINS VILLAGE

CORE Project #: 18-156

Prepared By: DJB

TIME OF CONCENTRATION CALCULATIONS - EXISTING CONDITIONS

-REFERENCE UDFCD Vol.1 Section 2.4

NRCS Conveyance factors, K -REFERENCE UDFCD Vol.1 RUNOFF Table 6-2

SF-2 Heavy Meadow 2.50 Short Grass Pasture & Lawns 7.00 Grassed Waterway 15.00
 Tillage/field 5.00 Nearly Bare Ground 10.00 Paved Area & Shallow Gutter 20.00

SUB-BASIN DATA			INITIAL / OVERLAND TIME			TRAVEL TIME T(t)					T(c) CHECK (URBANIZED BASINS)		FINAL T(c)	
DRAIN BASIN	AREA ac.	C(5)	Length ft.	Slope %	T(i) min	Length ft.	Slope %	Coeff.	Velocity fps	T(t) min.	COMP. T(c)	% IMPER-VIOUS	USDCM Eq. 6-5	min.
EX-1	81.00	0.05	500	1.3	38.8	2630	1.6	7.00	0.9	49.5	88.3	2.0%	63.0	63.0
EX-2	57.60	0.05	500	1.6	36.3	2140	1.5	7.00	0.9	41.6	77.9	2.0%	57.0	57.0
EX-3	354.90	0.04	500	1.2	40.2	6870	1.5	7.00	0.9	133.6	173.7	2.0%	126.4	126.4
EX-4	9.00	0.03	500	2.7	31.0	240	2.5	7.00	1.1	3.6	34.6	2.0%	28.4	28.4
OS-1	5.50	0.15	400	2.0	27.3			7.00			27.3	20.0%		27.3
OS-2	4.50	0.07	460	2.0	31.7			7.00			31.7	10.0%		31.7

GREAT PLAINS VILLAGE

CORE Project #: 18-156

Prepared By: DJB

RATIONAL METHOD PEAK RUNOFF - EXISTING CONDITIONS

5-YR STORM

SF-3

Rainfall Depth-Duration-Frequency (1-hr) = **1.1**

-REFERENCE UDFCD Vol.1 EQ 5-1 & EQ 6-1

BASIN INFORMATON				DIRECT RUNOFF				TOTAL RUNOFF				REMARKS
DESIGN POINT	DRAIN BASIN	AREA ac.	5yr RUNOFF COEFF	T(c) min	C x A	I in/hr	Q cfs	T(c) min	SUM C x A	I in/hr	Q cfs	
1	EX-1	81.00	0.05	63.0	4.16	1.08	4.5					
2	EX-2	57.60	0.05	57.0	2.96	1.15	3.4					
3	EX-3	354.90	0.04	126.4	15.35	0.66	10.1					
4	EX-4	9.00	0.03	28.4	0.30	1.78	0.5					
5	OS-1	5.50	0.15	27.3	0.82	1.82	1.5					
6	OS-2	4.50	0.07	31.7	0.32	1.67	0.5					

GREAT PLAINS VILLAGE

CORE Project #: 18-156

Prepared By: DJB

RATIONAL METHOD PEAK RUNOFF - EXISTING CONDITIONS

100-YR STORM

SF-3

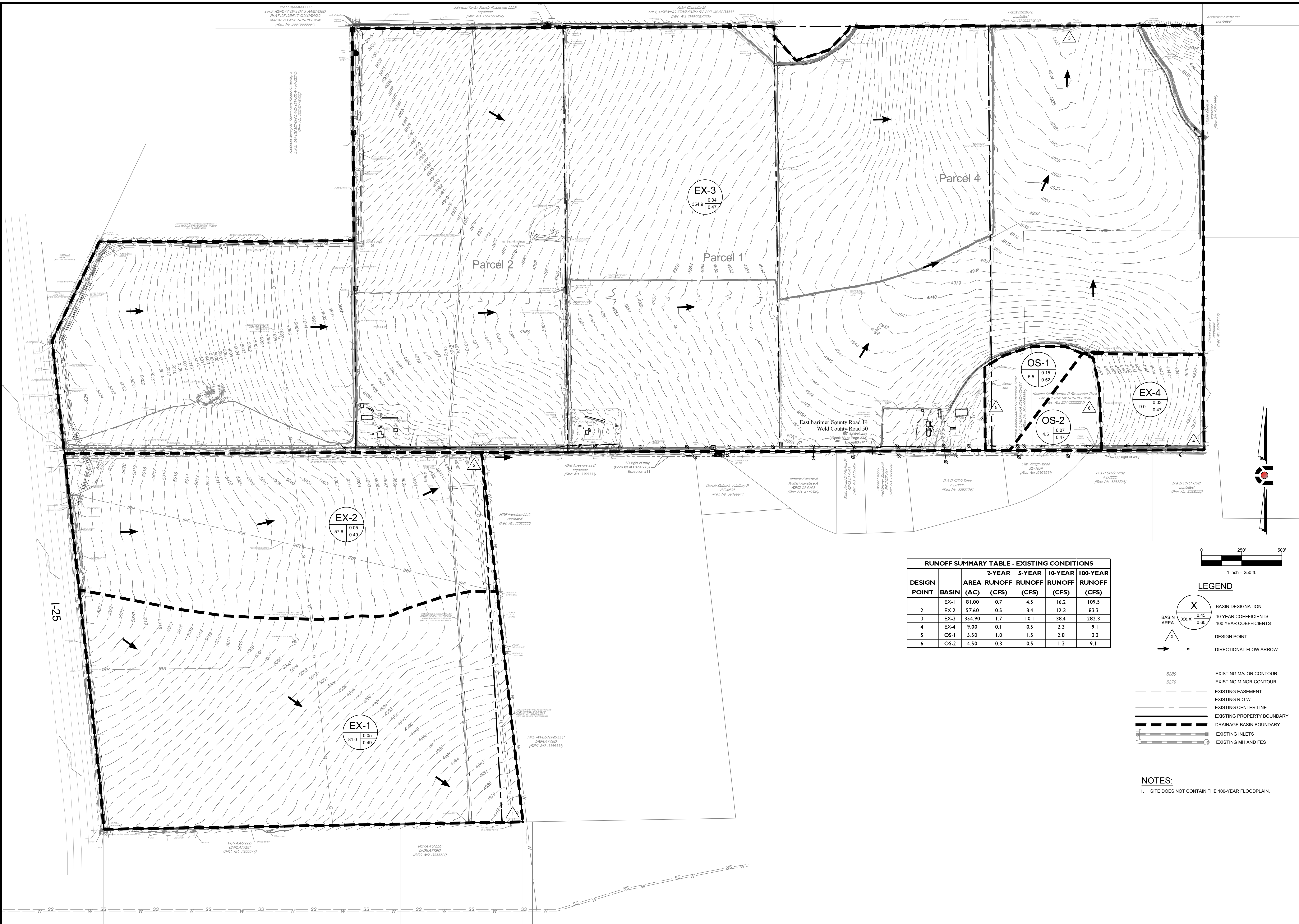
Rainfall Depth-Duration-Frequency (1-hr) = 2.81

-REFERENCE UDFCD Vol.1 EQ 5-1 & EQ 6-1

BASIN INFORMATON				DIRECT RUNOFF				TOTAL RUNOFF				REMARKS
DESIGN POINT	DRAIN BASIN	AREA ac.	100yr RUNOFF COEFF	T(c) min	C x A	I in/hr	Q cfs	T(c) min	SUM C x A	I in/hr	Q cfs	
1	EX-1	81.00	0.49	63.0	39.87	2.75	109.5					
2	EX-2	57.60	0.49	57.0	28.35	2.94	83.3					
3	EX-3	354.90	0.47	126.4	167.93	1.68	282.3					
4	EX-4	9.00	0.47	28.4	4.20	4.55	19.1					
5	OS-1	5.50	0.52	27.3	2.86	4.66	13.3					
6	OS-2	4.50	0.47	31.7	2.13	4.27	9.1					

RUNOFF SUMMARY TABLE - EXISTING CONDITIONS						
DESIGN POINT	BASIN	AREA (AC)	2-YEAR RUNOFF (CFS)	5-YEAR RUNOFF (CFS)	10-YEAR RUNOFF (CFS)	100-YEAR RUNOFF (CFS)
1	EX-1	81.00	0.7	4.5	16.2	109.5
2	EX-2	57.60	0.5	3.4	12.3	83.3
3	EX-3	354.90	1.7	10.1	38.4	282.3
4	EX-4	9.00	0.1	0.5	2.3	19.1
5	OS-1	5.50	1.0	1.5	2.8	13.3
6	OS-2	4.50	0.3	0.5	1.3	9.1

Maximum release flow criteria per historic site flows.



RUNOFF SUMMARY TABLE - EXISTING CONDITIONS

DESIGN POINT	DESIGN BASIN	AREA (AC)	2-YEAR RUNOFF (CFS)	5-YEAR RUNOFF (CFS)	10-YEAR RUNOFF (CFS)	100-YEAR RUNOFF (CFS)
1	EX-1	81.00	0.7	4.5	16.2	109.5
2	EX-2	57.60	0.5	3.4	12.3	83.3
3	EX-3	354.90	1.7	10.1	38.4	282.3
4	EX-4	9.00	0.1	0.5	2.3	19.1
5	OS-1	5.50	1.0	1.5	2.8	13.3
6	OS-2	4.50	0.3	0.5	1.3	9.1

LEGEND

- BASIN DESIGNATION
- 10 YEAR COEFFICIENTS
- 100 YEAR COEFFICIENTS
- DESIGN POINT
- DIRECTIONAL FLOW ARROW
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- EXISTING EASEMENT
- EXISTING R.O.W.
- EXISTING CENTER LINE
- EXISTING PROPERTY BOUNDARY
- DRAINAGE BASIN BOUNDARY
- EXISTING INLETS
- EXISTING MH AND FES

NOTES:
 1. SITE DOES NOT CONTAIN THE 100-YEAR FLOODPLAIN.

GREAT PLAINS VILLAGE
 JOHNSTOWN, CO
 PRELIMINARY DRAINAGE REPORT
 EXISTING DRAINAGE MAP

DESIGNED BY: DJB
 DRAWN BY: DJB
 CHECKED BY: KR

JOB NO. 18-156
 SHEET 1 OF 2

DATE BY
 10/05/2019 KR
 10/17/2019 KR

REVISION DESCRIPTION
 A 1ST SUBMISSION
 B 2ND SUBMISSION

DATE BY
 10/05/2019 KR
 10/17/2019 KR

#

Item #11.

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 1950 W. Littleton Blvd., Ste. 109
 Littleton, CO 80120

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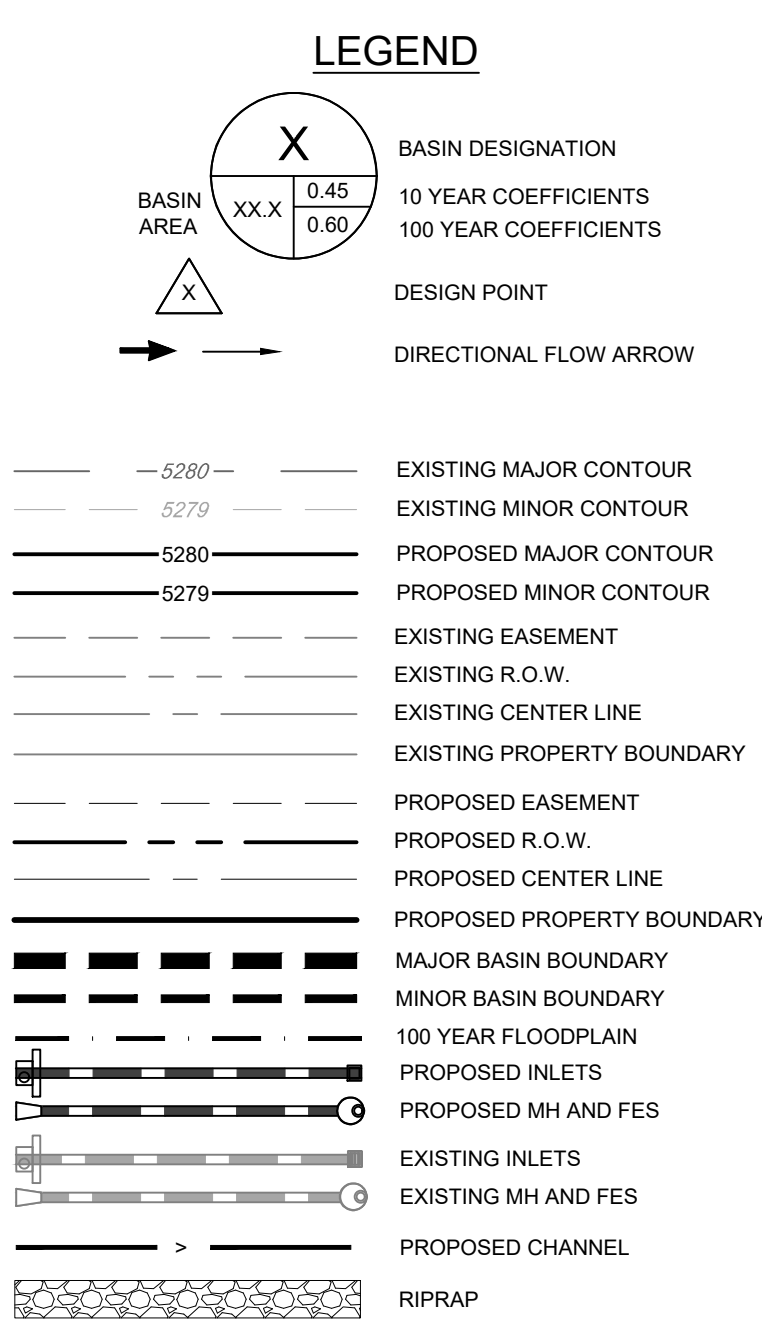
811
 Know what's below.
 Call before you dig.

10/26/2019 2:17 PM: X:\18-156 GREAT PLAINS VILLAGE\DRAINAGE MAPS\PROPOSED DRAINAGE MAP.DWG



RUNOFF SUMMARY TABLE - PROPOSED CONDITIONS

DESIGN POINT	BASIN	AREA (AC)	2-YEAR RUNOFF (CFS)	5-YEAR RUNOFF (CFS)	10-YEAR RUNOFF (CFS)	100-YEAR RUNOFF (CFS)
1	A	45.21	72.4	104.7	140.8	334.7
2	B	52.35	88.3	126.6	169.1	394.4
3	C	18.04	34.2	48.1	63.4	141.7
4	D	23.09	42.8	60.5	80.0	180.0
5	E	36.36	67.3	95.1	125.7	283.1
6	F	24.61	48.3	67.7	88.9	195.9
7	G	15.06	27.2	38.6	51.1	116.2
8	H	68.89	117.7	167.5	223.4	519.9
9	I	100.40	160.9	231.1	310.1	736.8
10	J	42.01	71.7	101.7	135.7	316.5
11	K	67.01	108.9	156.8	210.3	497.2
12	L	9.48	15.1	21.5	28.9	69.5



NOTES:
 1. SITE DOES NOT CONTAIN THE 100-YEAR FLOODPLAIN.

Item #11

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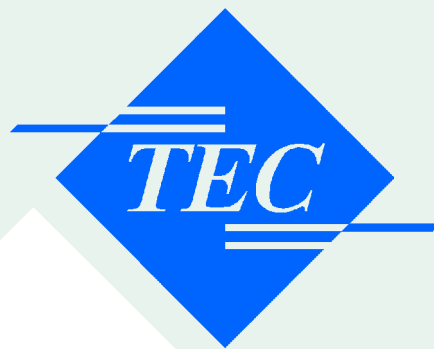
811

#	REVISION DESCRIPTION	DATE	BY
A	1ST SUBMISSION	05/05/2018	KR
B	2ND SUBMISSION	10/11/2018	KR

GREAT PLAINS VILLAGE
 JOHNSTOWN, CO
 PRELIMINARY DRAINAGE REPORT
 PROPOSED DRAINAGE MAP

DESIGNED BY: DJB
 DRAWN BY: DJB
 CHECKED BY: KR

JOB NO. 18-156
 SHEET 2 OF 2

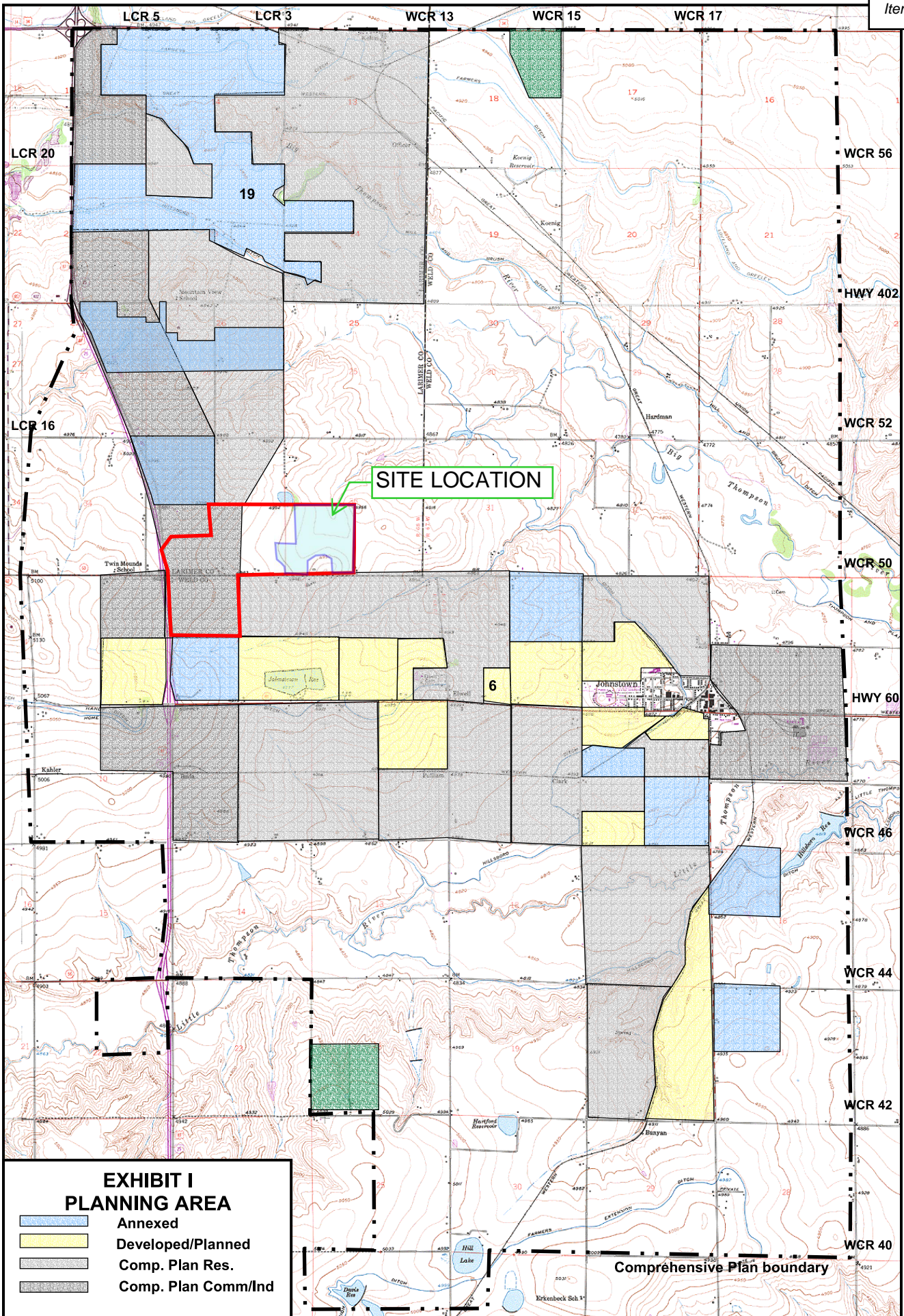


**STORM WATER
MASTER PLAN**

FOR THE

TOWN OF JOHNSTOWN

APRIL 2001



**EXHIBIT I
PLANNING AREA**

- Annexed
- Developed/Planned
- Comp. Plan Res.
- Comp. Plan Comm/Ind

Johnstown to require storm water BMPs (best management practices) in the future in case the EPA regulations become applicable, or the State or county governments require them.

As Johnstown makes the transition from farm community to urban community, inevitably there will be cases where residential developments are built downstream of agricultural operations such as feedlots. Feedlots and other similar operations are regulated by the Environmental Protection Agency, but conflicts may occur.

D. Major Drainage Basins

The study area has been divided into six major drainage basins. Each basin has in turn been divided up into a number of sub-basins. Many of these sub-basins were defined based on drainage reports submitted to the Town by developers. Typically existing geographic features define drainage basins. Where the sub-basins in the drainage reports were based on geography, we incorporated them into the study to allow comparison of results.

Within each major basin, one or more major drainage ways have been defined. The major drainage ways are intended to be corridors into which new development will discharge storm water from their respective detention ponds or other approved facilities. Each drainage way defined in this master plan has associated with it allowable flows, based on the 5-year and 100-year storms. When a parcel of land containing a portion of one of these drainage ways is developed, the developer will be required to set aside an appropriate corridor of right-of-way or easement for the drainage way. In all cases, the major basins are defined based on existing natural topography. In most cases, the drainage ways defined herein are based on existing drainage patterns. Some exceptions have been made where, for example, land planning operations by farmers have obscured natural drainage channels. In such cases, the ultimate alignment of the drainage way may depend in part on land uses proposed by the respective developers. Wherever possible the drainage ways have been aligned on existing sloughs, streambeds, or channels. In those cases where developers wish to redirect flow from one basin to another by grading of the property, they should be required to mitigate the flows to the release rates given in this master plan.

1. Old Town Basin

Of the six major basins, this is the only one that had significant development prior to 1990. Unlike the other basins, the Baseline Model (see Section III, Drainage Model) for this basin is a mix of pre- and post-development conditions. Old Town Basin is 3,509 acres (5.5 square miles) in area. It drains to both the Little and Big Thompson Rivers, and therefore could have been split into two major basins. However, this would have meant splitting the town in two. It is more relevant that the majority of the basin drains first into the Hillsborough Ditch. Most of the recommendations made in this report regarding this basin address how to pass water across the ditch prior to any discharge to a river.

2. Pulliam Basin

Pulliam Basin lies mostly south of Highway 60, and drains southeasterly to the Little Thompson River. It is 1,695 acres (2.6 square miles) in area. Two drainage ways are proposed for this basin. The first would extend from a point along Highway 60 near the west end of Johnstown Reservoir, southeast in an existing slough to the Little Thompson River. The slough becomes very well defined south of the railroad embankment, crossing WCR 46 via a bridge. The slough crosses the Hillsborough Ditch near the river. The ditch has an existing overflow structure very near to this crossing, and therefore an additional structure would likely not be necessary.

The other major drainage way proposed for this basin would closely parallel WCR 15 on the west side. Existing storm water flows appear to run southeast from the intersection of WCRs 15 and 46, but there is not a defined slough. Therefore it may make more sense to follow WCR 15 all the way to the Little Thompson River. Regardless, establishment of a major drainage way will result in drainage reaching the ditch at a point of concentration, where in the past it has likely entered the ditch as a distributed flow. At the point where this major drainage way crosses the ditch, the downstream bank of the ditch should be protected at minimum with a riprap blanket.

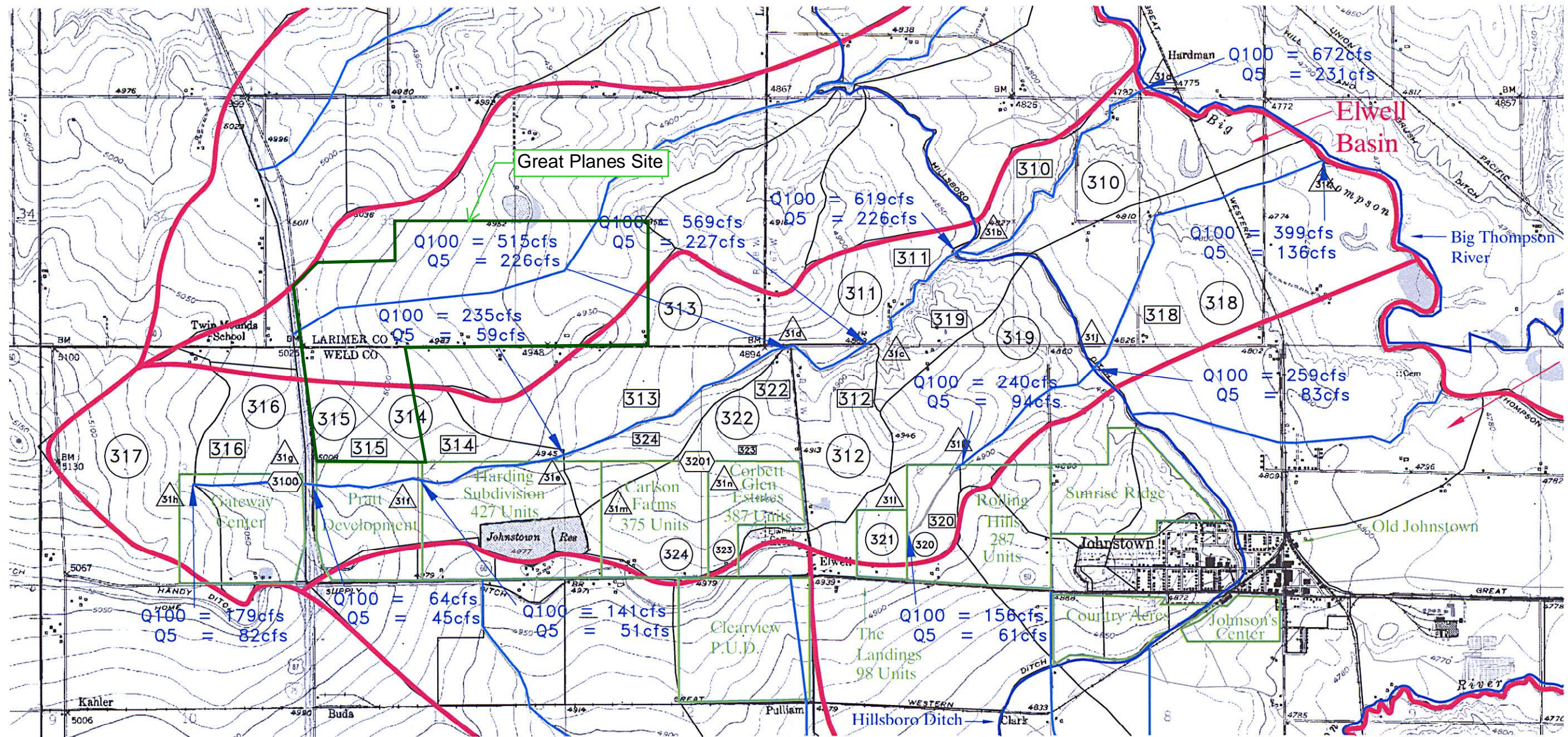
4. Elwell Basin

Elwell Basin begins approximately one mile west of I-25, and extends east and then northeast to the Big Thompson River. It includes many of the existing and proposed developments along the north side of Highway 60. It is 3,140 acres (4.9 acres) in size.

Several detention facilities have been designed for the various subdivisions proposed in this basin. Gateway Center, Carlson Farms, and Potburg Village all contain detention ponds. The pond in Potburg Village appears to outfall to the Rolling Hills subdivision. Rolling Hills has not yet constructed any storm water detention at this time for the portion of the development tributary to this basin (Several small ponds have been constructed for the portion tributary to Old Town Basin). Runoff currently discharges off the end of Rolling Hills Parkway into the adjacent field. Drainage discharged to this field ultimately makes its way to the Big Thompson River, after having crossed the Hillsborough Ditch. There is not a well-defined slough leaving the Rolling Hills property to the north. However, storm water detention should be required for the remainder of Rolling Hills, as it should for all properties lying above the Hillsborough Ditch. For Rolling Hills plans are to construct a basin prior to discharge off-site to the north.

The detention pond in Carlson Farms outfalls into a swale that has been constructed to an existing slough (Thornton Draw), approximately 900 feet north of the property. The slough crosses the Hillsborough Ditch before reaching the Big Thompson River. This slough is the major drainage way for Elwell Basin. The discharge during the 100-year storm from the detention pond in Carlson Farms is well in excess of the capacity of the Hillsborough Ditch. Though the Ditch Company has an turnout structure just

ELWELL BASIN




Node Name	Catchment Area ac	Undeveloped		Current	
		5yr Peak Flow cfs	100yr Peak Flow cfs	5yr Peak Flow cfs	100 yr Peak Flow cfs
31a	279.9	76.02	174.59	76.0	174.6
31b	250.1	73.5	168.4	73.5	168.4
31c	146.97	52.9	123.3	52.9	123.3
31d-1	300.23	134.2	308.4	134.2	308.4
31d-2	84.01				
31e	234.62	82.6	189.2	82.6	189.2
31f	173.45	63.0	148.5	63.0	148.5
31g	208.06	74.6	172.4	74.6	172.4
31h	261.78	93.0	214.2	93.0	214.2
31i	524.04	126.4	297.7	126.4	297.7
31j	276.05	86.4	194.2	86.4	194.2
31k	49.64	18.2	43.4	18.2	43.4
31l	58.38	22.1	60.1	22.1	60.1
31m	111.44	40.7	97.2	40.7	97.2
31n	90.32	33.8	86.5	33.8	86.5

Exhibit 6

Legend

- Basin Boundary
- Subdivisions
- Drainageways
- Waterways
- Johnstown Stormwater Basins
- Subcatchment
- Subcatchment Channel
- Detention Element
- Concentration Point


The Engineering Company
 FORT COLLINS, COLORADO

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downstream of where the slough crosses the ditch, its capacity is only about 34 cfs. The existing slough can, in the major storm, see a considerable flow of storm water. Weld County has recently constructed two new bridges across this slough, one on WCR 13, and one on WCR 50. The original culvert under WCR 50, and the flows tributary to it, was one of the subjects of the study by Chang and Associates for Weld County. The Chang study calculated a 100-year flow of 1,483 cfs at WCR 50. This is a significantly higher figure than the 534 cfs given in our model. This is due to the application of significantly different methodologies, as well as different goals. Chang used HEC-1 and TR-55, which are programs developed by the U.S. Government to determine maximum flows for the purpose of designing dams and other flood control structures. The Chang study also used a storm duration of 24 hours, with a total storm depth of 5 inches, whereas we have based our analysis on a storm duration of 2 hours, which is the standard for urban drainage design, and a total storm depth of 3.01 inches. Finally, in the method used by Chang the peak rainfall doesn't occur until several hours into the storm, after the ground is saturated. In the two-hour storm typically used in urban drainage design, the peak rainfall occurs early in the storm, when the ground still has significant potential for absorbing water.

5. Twin Mounds Basin

Twin Mounds Basin is almost completely undeveloped at this time. The basin is 1,853 acres (2.9 square miles) in area, and lies almost entirely to the north of WCR 50. The basin extends from a point about one-half mile west of I-25, and drains to the Big Thompson River.

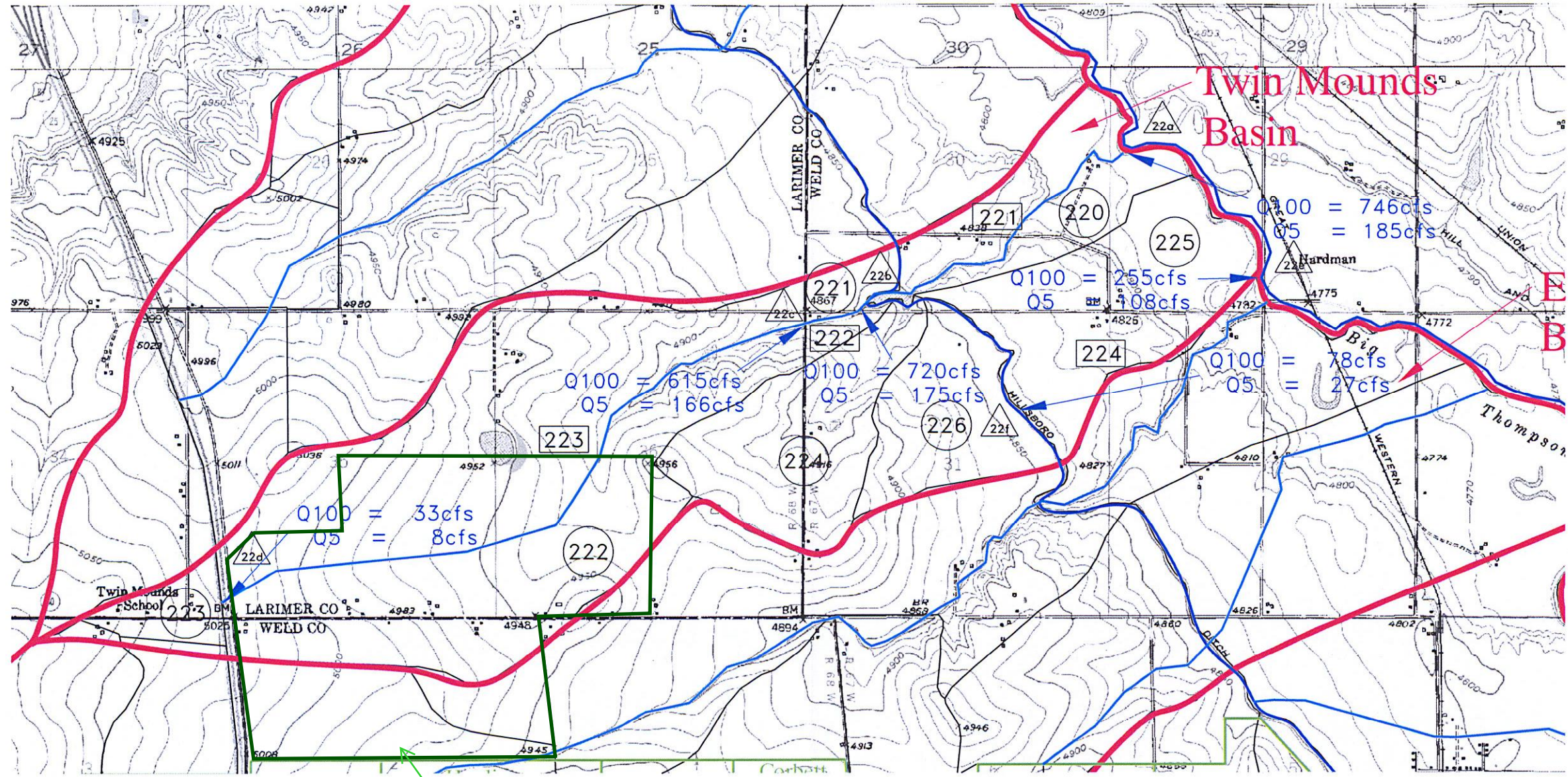
One major drainage way has been defined for this basin. An existing slough becomes well-defined west of WCR 13, and crosses that road and WCR 52 via 48-inch culverts. Just downstream of the point where the slough crosses WCR 52, it crosses the Hillsborough Ditch. There is believed to be a ditch overflow structure near this point. According to the USGS map, there is a pond located near this location on the slough.

6. Johnson's Corner Basin

Johnson's Corner Basin is 2,137 acres (3.3 square miles) in area, and in its upper reach extends nearly one mile southwest of Johnson's Corner, or about one-half mile west of I-25. Like Twin Mounds Basin, this basin is largely undeveloped, and also drains to the Big Thompson River.

One major drainage way has been defined for this basin. Beginning with a 36"x48" culvert under I-25, an existing slough extends northeast to the Big Thompson River. The slough crosses the Hillsborough Ditch at a point just west of WCR 13, and just south of SH 402. The ditch has an overflow structure at this point, which discharges into the slough.

TWIN MOUNDS BASIN



Node Name	Catchment Area ac	Undeveloped	
		5yr Peak Flow cfs	100yr Peak Flow cfs
22a	164.77	66.18	129.8
22b-1	46.63	91.627	212.315
22b-2	219.53		
22c	916.85	330.665	624.095
22d	49.53	19.63	51.768
22e	278.17	90.82	203.85
22f	158	55.317	126.247

Great Planes Site

Exhibit 7

Legend

- Basin Boundary
- Subdivisions
- Drainageways
- Waterways
- Johnstown Stormwater Basins
- Subcatchment
- Subcatchment Channel
- Detention Element
- Concentration Point



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Bunyan Basin	2,829	acres
Elwell Basin	3,140	acres
Johnson’s Corner Basin	2,137	acres
Old Town Basin	3,509	acres
Pulliam Basin	1,695	acres
<u>Twin Mounds Basin</u>	<u>1,853</u>	<u>acres</u>
Total	15,163	acres (23.7 sq. miles)

Table III-1 – Major Basin Areas

The Old Town Basin incorporates the original basin layout described in the M&I report (Basins A-J), but has been expanded to include the area bounded by the two rivers to the north, south and east, and County Road 13 to the west. For the Baseline Model, only the development in and around Old Johnstown that existed prior to 1990 is included. For the rest of the study area, pre-development conditions are assumed.

B. Rainfall Analysis

No two rainstorms are the same. Nevertheless, it is necessary to establish a conceptual “design storm” for which drainage plans and facilities are designed. In Colorado, the type of storm that produces heavy runoff is typically short in duration, with intense rainfall early in the storm. Common practice along the Front Range of Colorado is to use a design storm that is two hours in duration, with the assumed rainfall depth based on a “return period.” The return period of a storm refers to the probability that a storm of that magnitude might occur in a given year. For example, a storm with a return period of two years (a 2-year storm) has a probability of 1 in 2 of occurring in any given year. The 100-year storm has a 1 in 100 chance of occurring in any given year. This does not guarantee that two 100-year storms couldn’t occur in the same summer. Nature is unpredictable. But the odds are 100 to 1 against it happening in any given year.

The expected rainfall depths for various design storms are based on measurements of actual storms, and statistical analysis of those measurements. This work has been performed by NOAA (National Oceanic and Atmospheric Administration), and compiled in their “Precipitation-Frequency Atlas of the Western U.S., Atlas 2, Vol. 3 – Colorado.” The Atlas estimates rainfall depths for storms of six and 24 hours in duration. The Atlas also has formulas for extrapolating rainfall depths for storms of shorter duration. The table below gives the rainfall depths given in the Atlas for the study area, along with the calculated values storms of two hours in duration.

below gives the Horton parameters used for each soil group, along with the other hydrologic parameters used in the model.

Soil Type	Initial Infiltration Rate (in/hr)	Final Infiltration Rate (in/hr)	Decay Rate (1/sec)
A	7.5	0.38	0.00115
B	4.5	0.23	0.00115
C	2	0.1	0.00115
D	2	0.025	0.00115

Table III-3 – Horton Infiltration Parameters

Basin slopes were calculated from USGS topographical maps, as were basin areas and channel lengths. Physical surveys were not conducted as part of this study.

D. Model Calibration

One of the primary purposes of the Baseline Model is to determine allowable release rates from detention ponds constructed in new housing and commercial developments. To ensure that the results generated by the model are reasonable and accurate, some kind of calibration is required. Calibration is, essentially, the practice of comparing model results with some expected results, and adjusting the model accordingly. Our expectation for the Johnstown area is that runoff rates would be low, compared to most urban systems along the Front Range. There are two reasons for this. The first is that the Soil Conservation Service classifies most soil types in the Johnstown area as Group B. As discussed above, Group B soils readily infiltrate, or absorb, water. Soils closer to the foothills typically have a higher clay content, and therefore they generate more runoff.

The other reason for expecting relatively low runoff rates relates to our definition of the historic condition. Virtually all the undeveloped land in the study area is ground that is currently being farmed, or has been farmed in the recent past. Cultivated ground is conditioned by the plow to absorb as much of the natural rainfall as possible. The top few inches of cultivated soil will have much lower compaction than undisturbed grassland. Low compaction results in much greater void space in the soil in which water can be absorbed and stored.

The model has incorporated within it the characteristics of cultivated farmland, in an effort to produce a physically-based model of each basin. These characteristics include infiltration, surface storage, overland flow characteristics, percent impervious, and numerous other criteria. To calibrate the model, several approaches were considered. We compared our results to the results of the study by Combs and Swift. However, they calibrated their model to a discharge of 1.0 to 1.2 cfs per acre, numbers derived from the UDFCD, and we did not feel that such numbers were representative of the Johnstown area for the reasons discussed above. After inputting the same surface detention (0.3”) and percent impervious (40) for Old

Johnstown, our results for that portion of the study area were nearly identical with those in the M&I report. We finally applied the Rational Method to the catchments in the Twin Mounds basin, and compared our results. The Rational Method incorporates soil parameters, runoff slopes, and other basin characteristics, just as SWMM does, but using completely different sets of calculations. It thus represents a method of generating results completely independent of SWMM. Good correlation was found between the two methods. Twin Mounds basin contains soil types A, B and C in the approximate proportions found throughout the study area. We felt it to be the most representative basin, and therefore the entire model was calibrated based on the calibration of the Twin Mounds Basin model to the Rational Method results.

E. Historic Runoff

The calculated historic runoff for the six major basins are given in the exhibits in Section II of this report, for each sub-basin. The peak runoff rates are for “pre-development” conditions as discussed above, except for Old Town where we have assumed an interim condition dating to approximately the same time as the M&I study. Peak runoff rates are for the 5-year and the 100-year storms. The tables printed on the exhibits also show the 5-year and 100-year runoff rates for current conditions.

The Baseline Drainage Model is a tool to establish allowable release rates from previously undeveloped properties. However, the Town has approved several residential and commercial developments within Johnstown in recent years. To gage the effect of these new developments, another version of the drainage model was constructed to analyze the “as is” condition. The purpose was to any identify current drainage problems, and to generate potential solutions. Town staff had identified some existing problems, and this information was compiled and used to verify model output. It was necessary to determine the conditions that exist now (or in the very near future) in order to identify what the most urgent needs are for the Town.

F. Modeling Assumptions

As discussed previously, a variety of methods were applied by various developers’ engineers in determining detention storage, release rates, and other design elements for each new subdivision. It would be extremely difficult, if not impossible, to duplicate all these individual analyses in one model. Therefore, we have assumed that residential developments will increase the impervious area from 7.5% (used for undeveloped land) to 40%. Detention ponds known to exist, or that are under construction, have been added to the developed models. The models were then run with the developed conditions, and resultant flows at critical points generated for the 5-year and 100-year storms.

overchutes could also be used. However, they would be considerably more expensive to construct, and they would have to be somehow designed to allow low flows to enter the ditch. In general the principle to follow should be to mitigate the impacts of development only, and not to try and protect the ditch from all acts of nature.

The standard to which downstream improvements should be held would be dependent on whether they lay within the corporate limits of Johnstown, outside the corporate limits but within the urban growth boundary, or within Larimer or Weld County jurisdiction. Within the corporate limits, drainage is typically conveyed by the combination of storm drains, and curb and gutter. Development occurring within the corporate limits might be required to construct off-site road improvements, or at least participate in their cost, to convey drainage. This is likewise true of areas proposed for annexation. Where drainage ways cross roads under county jurisdiction, development need not upgrade the crossing to Johnstown street standards. As long as the county were to maintain the culvert or bridge, their standards would apply. However, in those cases where the road would eventually be transferred to Johnstown's jurisdiction, then Johnstown's street standards would apply.

As we have stated above, development should pay its own way. In the worst case scenario, this policy may require a developer to acquire drainage easements for two or three miles downstream of his/her property, and to improve the ditch bank at the point where drainage crosses the ditch. It is almost certain that the drainage easements will be along a proposed major drainage way, and downstream property owners should be willing to grant easements. They would be motivated to do so if they plan to develop their property in the future. In any case, if it is an existing drainage slough, then it is an existing path of flow. Under this master plan the downstream property owners would know that eventually the easements would be requested. If the developer is unable to get all the required easements, then the Town may wish to become involved in negotiating easements.

Some drainage improvements are proposed in this report to correct existing problems. The Town would construct these capital projects. Nearly all of them are located in the Old Town Basin. Certain other projects may place a disproportionate burden on developers, such as where the required drainage improvements would ultimately serve multiple developments. In this case the Town may choose to participate in the cost of such improvements, with the intention of gaining reimbursements from future developers. Johnstown will need to be flexible in how it approaches raising and spending revenues of its proposed storm water utility. It should also be recognized that even for those developments that have constructed adequate storm water management systems, the Town will be responsible for ongoing operation and maintenance of those systems. Property assessments by the storm water utility must cover the costs not only of capital projects, but operation and maintenance for the entire system.

A. Design Storms

During this study we made a choice to use the 5-year storm as the "minor" storm, and the 100-year storm as the "major" storm. The 100-year storm is the regional standard for urban drainage design. The 100-

year storm represents an event that is unlikely in any given year, but within the realm of possibility. At any given location, the likelihood that the 100-year storm will occur during a 40-year period is one in three.

The definition of the minor storm is not as universal along the Front Range of Colorado. Depending on the jurisdiction, the minor storm may be the 2-, 5- or 10-year storm. Some jurisdictions require the storm water collection system to be designed for the 2-year storm, and storm water detention ponds to be designed for the 10-year storm. UDFCD uses the 2-year storm for residential areas, and the 5-year storm for high-value commercial areas and public buildings.

The major and minor storms relate to the initial and major drainage systems. The initial drainage system is intended to collect storm water from the minor storm. It includes all curbs and gutters, swales, and any storm drains. The initial drainage system should be able to collect and convey storm water, without allowing excessive depth of water in streets, and without causing any property damage. The allowable depth of water in streets during the minor storm may depend on the street. During the 100-year storm, major thoroughfares must still be able to pass traffic each way, whereas local residential streets may need only to allow access to emergency vehicles. During the major storm, all storm drains are likely to be running full or even surcharged, and the major drainage system will need to carry the rest of the storm water. This would likely require greater depth of flow in all streets, but flowing water should still be contained within street rights-of-way. Overflow channels or other conveyances may be needed to route storm water away from private property.

We propose to use the 5-year storm as the minor storm in Johnstown’s drainage criteria. This will afford a higher degree of protection than would be provided by using the 2-year storm, with a moderate impact on costs. Most such costs will be borne by developers in the form of slightly larger pipe sizes in on-site storm drain systems, and/or more storm drain piping. For the Town, it will impact certain capital improvement projects slightly. For example, a storm drain serving the downtown area might be six inches larger in diameter than what would be required for a 2-year storm. However, commercial areas are typically designed for the 5-year storm in most jurisdictions.

B. Detention Ponds and Release Rates

In modeling the six major drainage basins, historic release rates were calculated for each basin, sub-basin and catchment, for the entire study area (see appendices). This data was then used to generate a weighted average historic release rate per acre for each basin. For the Old Town Basin, only the undeveloped portions of the basin were used to generate the allowable release rate per acre for that basin. Release rates are by soil type, similar to table 3-2 of the Urban Drainage and Flood Control District Design Criteria Manual. In some basins, not all soil types were found in significant extent. In such cases a weighted average from the other basins with that soil type was used. Developers should be required to provide detention volume sufficient to contain the difference between the storm runoff prior to development, and

the developed runoff. The rate of release from all detention ponds should not be allowed to exceed the values given in the table below, either during or immediately after the storm event.

Control Frequency	Soil Group			
	A	B	C	D
5-year				
Bunyan	0.31	0.33	0.34	0.35
Elwell	0.30	0.31	0.32	0.35
Johnson's Corner	0.31	0.33	0.33	0.35
Old Town	0.37	0.37	0.40	0.42
Pulliam	0.35	0.35	0.37	0.42
Twin Mounds	0.36	0.36	0.36	0.37
100-year				
Bunyan	0.7	0.81	0.93	0.97
Elwell	0.7	0.72	0.93	1.00
Johnson's Corner	0.7	0.76	0.77	1.00
Old Town	0.69	0.81	1.20	1.00
Pulliam	0.69	0.79	0.93	1.17
Twin Mounds	0.7	0.77	0.91	1.00

Table IV-1 – Allowable Release Rates, cfs/acre

We recommend that the Town adopt a variable detention policy. Such a policy is based on the principle that if a property is on a major drainage way and close to a major waterway (the Little or Big Thompson Rivers), peak flows in the major drainage way may actually be reduced by allowing discharge of storm water without detention. This is because runoff from catchments high up in the basin may not reach the outfall until long after the peak of the storm. If catchments near the bottom of the basin are allowed to discharge immediately, they will be done discharging before the runoff from the upper basins reaches the outfall. No developments above the Hillsborough Ditch would be qualified for any reduction in required detention.

In general, any development whose storm water discharge enters the Hillsborough Ditch (or any other ditch, for that matter) should be required to detain storm water. An exception could be made if the developer constructs a siphon or overchute to cross the ditch. The developer would then also need to make improvements to the downstream channel to ensure that it could carry the undetained flows, accounting for all other discharges to that channel. Any requests for variances from the Town's storm water detention policy should be considered on a case-by-case basis to ensure that downstream property owners would not be adversely affected, and to ensure adherence to good engineering practice.

All drainage systems and detention ponds should allow for the maintenance of low flows, which are essential to sustain wetlands. Some developers may propose combination detention/retention ponds. In

addition to detaining storm water flows, these structures maintain permanent pools. Such facilities may impact downstream water rights. Prior to approval by the Town of any facility that may impound water, the developer should be required to get approval of the facility from the State Engineer’s Office.

C. Water Quality

As previously discussed, we recommend that the Town enforce some kind of water quality requirements for storm water runoff from urbanized basins. A variety of methods exist, called BMPs (best management practices), and developers can be given the option to choose among them. Typically the most practical method, especially for smaller (less than 160 acres) developments, is to oversize detention ponds slightly so that they provide extended detention for the “first washoff” of storm water. Outlet structures are designed so that the runoff generated by the average afternoon thunderstorm drains very slowly from the detention pond, allowing pollutants to settle out prior to discharge to the receiving waterway. This practice would also provide an additional buffer to mitigate flooding of the Hillsborough Ditch during the minor storm. Other BMPs include constructed wetlands, which can double as an amenity. We recommend that the Town adopt Volume 3 of the Urban Drainage and Flood Control District Drainage Criteria Manual, which includes detailed descriptions and design procedures for water quality BMPs.

D. Major Drainage Ways

Drainage ways were defined earlier in this report for each Major Basin. Regardless of the policies adopted by the Town, during a major storm the water will flow into existing channels, just as it has always done. By identifying these drainage ways in this master plan, and requiring new developments to incorporate them into their land use plans, the Town ensures that the water will always have a place to go.

The drainage ways also provide the opportunity for development of natural corridors. We propose that the width of these drainage ways be 100 feet at a minimum, and greater if warranted by existing topography, expected storm water flows, or other considerations. They can incorporate trail systems and other amenities, act as wildlife corridors, and in general add to the quality of life in Johnstown. When a parcel of land containing a portion of a drainage way applies for annexation and proposes development, the developer should be required to dedicate the drainage way as permanent easement to the Town.

Developers will likely appreciate this arrangement. The amenity provided by a natural corridor would be a good selling point. Existing Federal law would require any existing wetlands to be preserved in any case. Potential developers would also have more guidance as to where they can discharge drainage.

The proposed major drainage ways in the Bunyan, Johnson’s Corner and Twin Mounds basins incorporate existing well-defined channels. Only at the very bottom of each basin, just before the channels reach the Little Thompson River in the case of the Bunyan Basin, and the Big Thompson River

for the other two basins, do the established channels lose definition. This is due to farming practices, the effect of the ditch in intercepting low flows, and the natural topography of the river terraces. We have already recommended within this report that a spill structure should be built in Bunyan Basin on the downstream bank of the ditch where the existing channel crosses the ditch. In conjunction with this work, a channel should be established to carry water to the Little Thompson River. Alignment of this channel should be coordinated with the property owner that will be affected, so as not to interfere unduly with agricultural operations. Likewise, as development occurs in the Johnson's Corner and Twin Mounds basins, the developers should be required to construct similar facilities in those basins.

Elwell Basin has two proposed major drainage ways, one of which is an existing channel. The existing channel extends roughly four miles, from Gateway Center down to the Big Thompson River. It is into this channel that we propose to divert flow via a spillway structure. This structure (discussed further in the Recommendations Section) would be located just west of Weld County Road 15, and north of Weld County Road 50. The other major drainage way proposed for this basin is well-defined above the ditch, but not at all defined below the ditch. Without an existing path of flow to the Big Thompson River, could easily be made to follow roadway alignments. The northernmost drainage way for Old Town Basin is also lacking an existing channel, and it would be possible to route the flows from the two drainage ways to a shared channel.

The proposed major drainage way in the northeastern portion of Old Town would primarily serve Sunrise Ridge (including the Knolls), and the eastern two-thirds of Rolling Hills. Given the existing detention pond within Sunrise Ridge, and the proposed ditch spillway structure upstream of this point, a major drainage way may not be required west of Weld County Road 17. East of WCR 17 there appears to be an existing path of flow, but until this land is developed there may not be any need to dedicated a major drainage way.

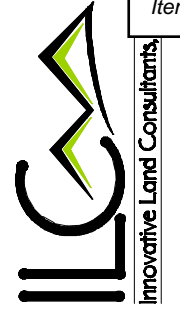
As discussed previously, of the two major drainage ways proposed for Pulliam Basin, the eastern one is not based on a defined channel, and could therefore be aligned along county roads to minimize impacts on existing land uses.

E. Roadways and Streets

Streets and roadways are an essential element of the storm water collection system. Johnstown currently uses the City of Greeley streets standards for new construction. We recommend that the Town formally adopt these standards for all new construction.

APPENDIX D

Preliminary Drainage Map



12071 Tejon Street, Suite 470
Westminster, CO 80234
303.421.4224
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No.	Rev.	Date	Revision Type
1			
2			
3			
4			
5			
6			

Revere North Filing No. 1
Town of Johnstown, Colorado
Engineering Drainage Plans
Twin Mounds Drainage Exhibit

Proj. Name:
Location:
Plan Set:
Sheet Name:

Designed By: BAA
Prepared By: ***ADD***
Approved By: TRH

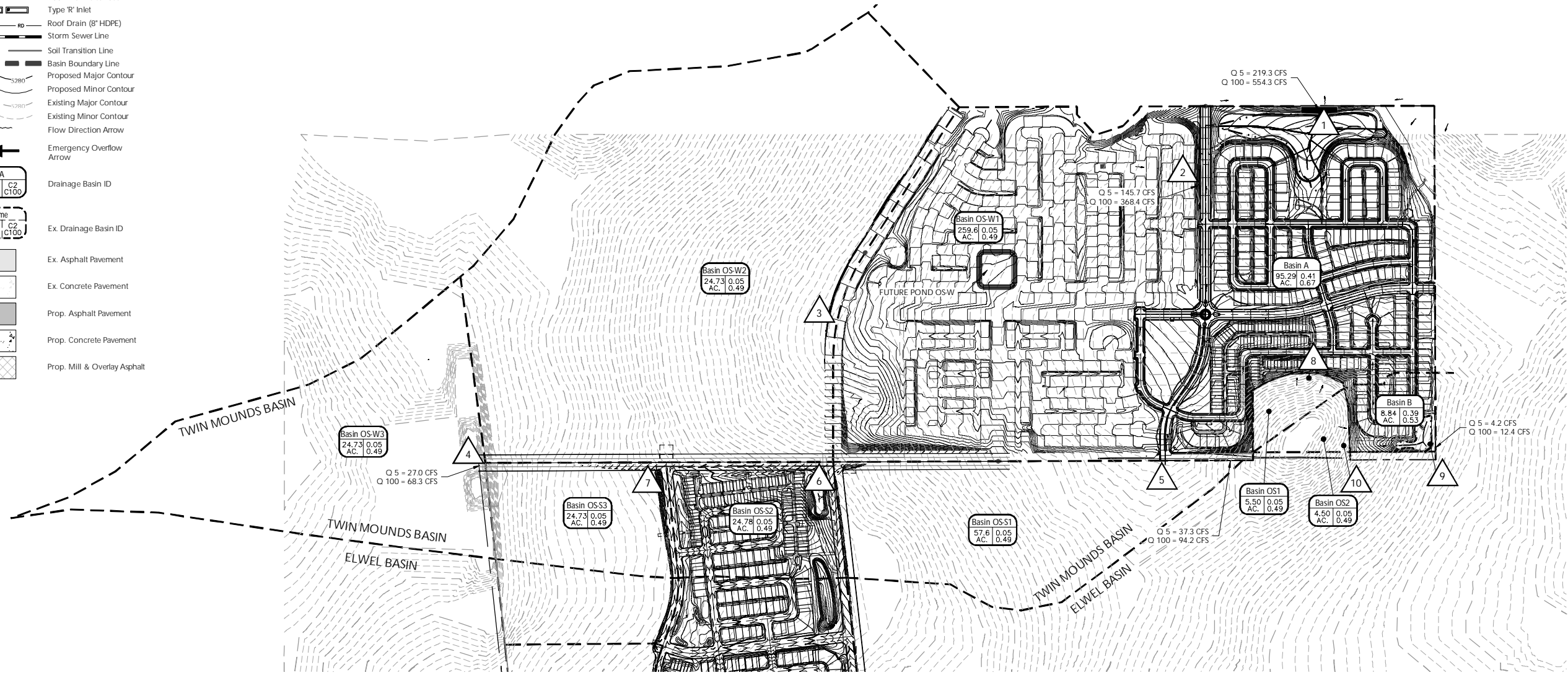


LEGEND

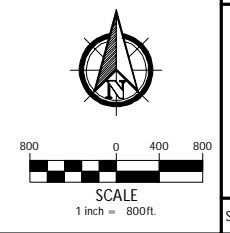
- Property Line
- Right of Way Line
- Centerline
- Lot Line
- Easement Line
- Setback Line
- Retaining Wall
- Swale Line
- Storm Manhole
- Roof Drain Cleanout
- Type 'R' Inlet
- RD Roof Drain (8" HDPE)
- Storm Sewer Line
- Soil Transition Line
- Basin Boundary Line
- Proposed Major Contour
- Proposed Minor Contour
- Existing Major Contour
- Existing Minor Contour
- Flow Direction Arrow
- ← Emergency Overflow Arrow

A	Acres	C2	Drainage Basin ID
AC.		CT100	
Name	Area	C2	Ex. Drainage Basin ID
	AC.	CT100	

- Ex. Asphalt Pavement
- Ex. Concrete Pavement
- Prop. Asphalt Pavement
- Prop. Concrete Pavement
- Prop. Mill & Overlay Asphalt

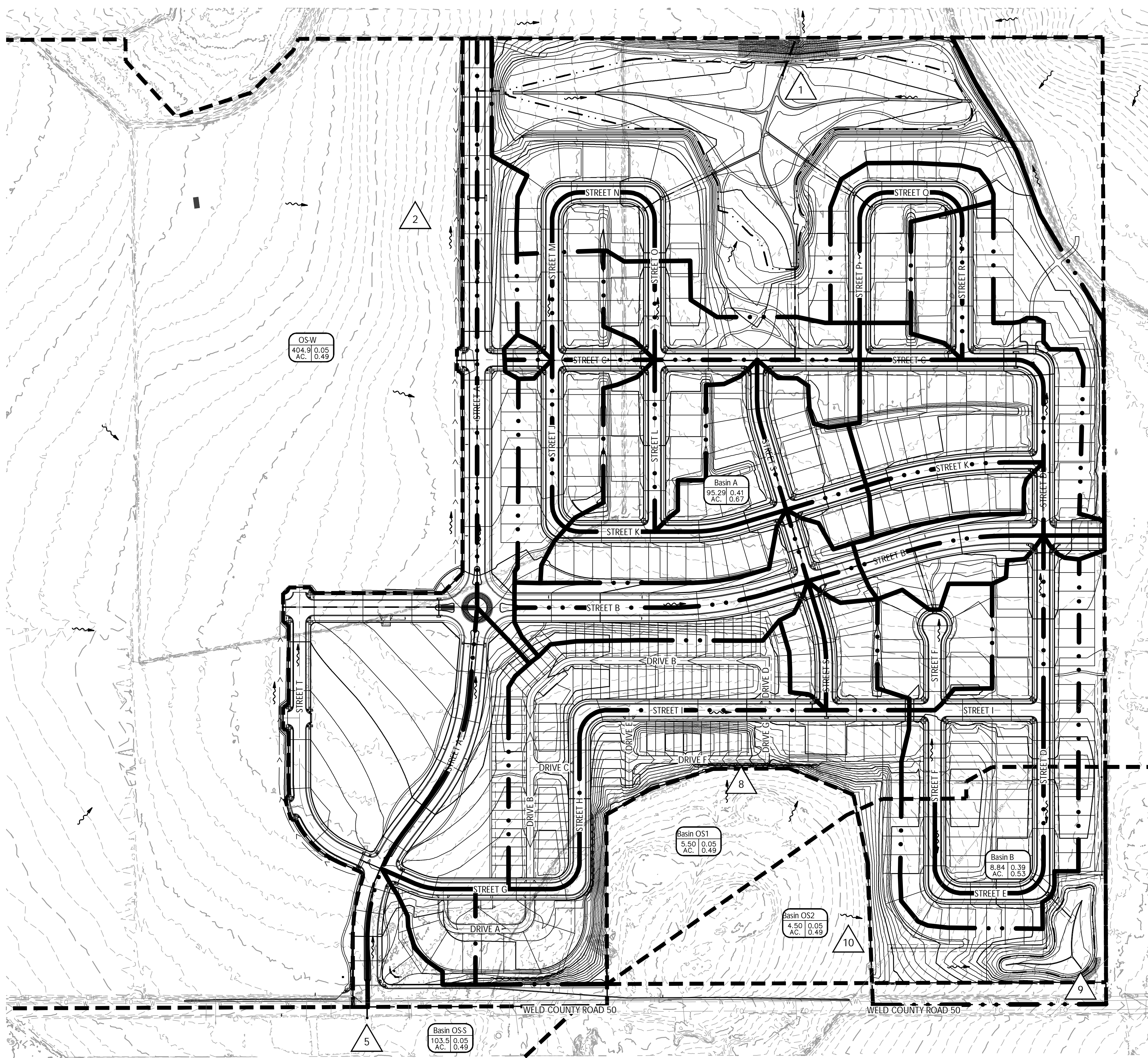


Basin ID	Design Point	Total Area (Ac.)	Tc (min)	Peak Flow (cfs)	
				Q5	Q100
A	1	95.29	60.1	5.34	131.96
B	9	8.84	30.1	0.77	19.00
OS-1	8	5.50	27.2	0.51	12.54
OS-2	10	4.50	28.0	0.41	10.09
OS-S1	5	54.02	80.9	2.47	61.00
OS-S2	6	24.78	45.4	1.67	41.29
OS-S3	7	24.73	61.6	1.36	33.58
OS-W1	2	138.20	61.7	7.61	188.06
OS-W2	3	191.64	54.2	11.51	284.53
OS-W3	4	75.00	70.1	3.78	93.54



I:\JOB FOLDERS\1660\1660-06\PROD\DRAINAGE\PRELIM\TWIN MOUNDS BASIN - UPDATED DRAINAGE PLAN PRINTED ON: 4/7/2022 12:30 PM

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Detention Pond A Volume Table

	Required Vol. (ac-ft.)	Elevation (ft)	Depth (ft)
Bottom of Pond	N/A	4922.00	0.00
WQCV	1.55	4924.14	2.14
EURV	4.12	4924.98	2.98
5-yr	3.94	4924.94	2.94
100-yr	10.65	4926.25	4.25
Emergency Overflow Weir	N/A	4928.1	6.10
Emergency Overflow WSE	N/A	4928.54	6.54
Freeboard / Top of Pond	N/A	4929.25	7.25

Detention Pond B Volume Table

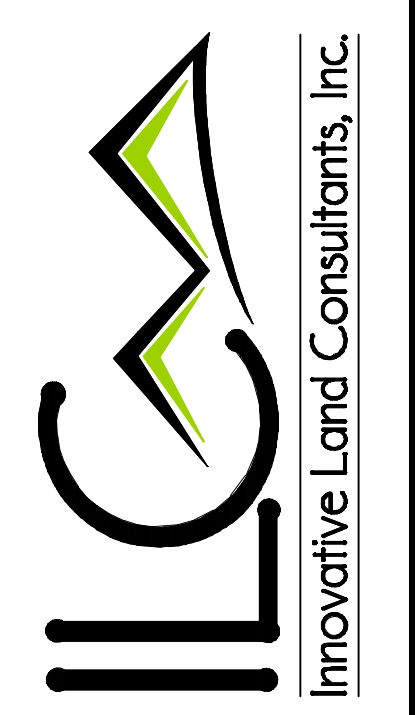
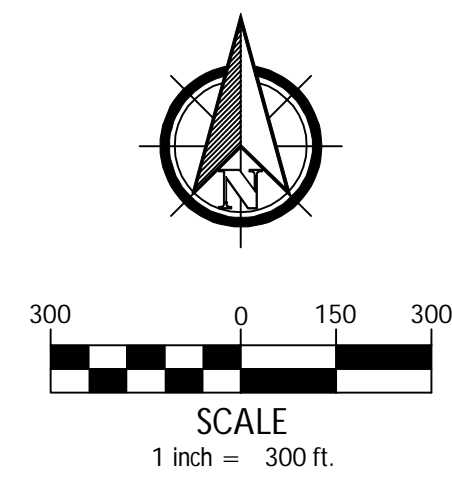
	Required Vol. (ac-ft.)	Elevation (ft)	Depth (ft)
Bottom of Pond	N/A	4932.00	0.00
WQCV	0.16	4933.05	1.05
EURV	0.45	4933.76	1.76
5-yr	0.41	4933.68	1.68
100-yr	1.16	4934.89	2.89
Emergency Overflow Weir	N/A	4936.05	3.00
Emergency Overflow WSE	N/A	4937.07	3.31
Freeboard / Top of Pond	N/A	4937.68	4.00

LEGEND

- Property Line
- - - Right of Way Line
- Centerline
- Lot Line
- - - Easement Line
- - - Setback Line
- Retaining Wall
- Swale Line
- Storm Manhole
- Roof Drain Cleanout
- Type 'R' Inlet
- RD --- RD Roof Drain (8" HDPE)
- Storm Sewer Line
- Soil Transition Line
- Basin Boundary Line
- Proposed Major Contour
- Proposed Minor Contour
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- Existing Minor Contour
- Flow Direction Arrow
- Emergency Overflow Arrow
- A --- Drainage Basin ID
- Ex. Drainage Basin ID
- Ex. Asphalt Pavement
- Ex. Concrete Pavement
- Prop. Asphalt Pavement
- Prop. Concrete Pavement
- Prop. Mill & Overlay Asphalt

Calculated Proposed Runoff Rates

Basin ID	Design Point	Total Area (Ac.)	Tc (min)	Peak Flow (cfs)	
				Q _s	Q ₁₀₀
A	1	95.29	60.1	5.34	131.96
B	9	8.84	30.1	0.77	19.00
OS-1	8	5.50	27.2	0.51	12.54
OS-2	10	4.50	28.0	0.41	10.09
OS-S1	5	54.02	80.9	2.47	61.00
OS-S2	6	24.78	45.4	1.67	41.29
OS-S3	7	24.73	61.6	1.36	33.68
OS-W1	2	138.20	61.7	7.61	188.06
OS-W2	3	191.64	54.2	11.51	284.53
OS-W3	4	75.00	70.1	3.78	93.54



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No.	Rev.	Date	Revision Type
1			
2			
3			
4			
5			
6			

Date: April 8, 2022
 Sheet: 1 of 1
 Job No.: 1060-08
 Prepared By: RAA
 Checked By: ***ADD***
 Approved By: TRH
 Vertical Scale: N/A

Project Name: **Revere North Filing No. 1**
 Location: **Town of Johnstown, Colorado**
 Plan Set: **Engineering Drainage Plans**
 Sheet Name: **Preliminary Drainage Plan**

Scale: 1 inch = 300 ft.
 Sheet: **1**



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** September 18, 2023, *continued from September 6, 2023*
- SUBJECT:** **Public Hearing** – Resolution No. 2023-40 Approving the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7
- ACTION PROPOSED:** Consider Resolution No. 2023-40
- ATTACHMENTS:**
1. Amended and Restated Service Plan for Encore On 34 Metropolitan District Nos. 1-3 and Service Plan For Encore On 34 Metropolitan District Nos. 4-7
 2. Cover letter from Counsel for Proponents of the District
 3. Notice of Public Hearing
 4. Joint Resolution of Board of Directors of Encore on 34 Metropolitan District Nos. 1-3 Approving Amendment to Service Plan
 5. Resolution Approving the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7
- PRESENTED BY:** Town Attorney, Avi Rocklin, and Special Counsel, Carolyn Steffl of Dietze and Davis, P.C.
-

AGENDA ITEM DESCRIPTION:

An application for approval of an Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7 (collectively, “Service Plan”) was submitted on behalf of Encore HoldCo, LLC, a Colorado limited liability company, the owner of the property within the proposed boundaries of Encore on 34 Metropolitan District Nos. 4-7, pursuant to the requirements of the Special District Control Act, Title 32, Article 1, Part 2, C.R.S. The amended Service Plan has been approved by the Boards of Directors of the existing districts: Encore on 34 Metropolitan District Nos. 1-3. The Service Plan was submitted in connection with a development known as Encore on 34, generally located north of U.S. Highway 34, east of County Road 3 (High Plains Boulevard) and west of County Road 13 (Colorado Boulevard) (“Property”). The Property is part of previously formed metropolitan districts, Encore on 34

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Metropolitan Districts Nos. 1-3. The development is subject to an Annexation Agreement dated on or about March 20, 2006 and an Outline Development Plan approved on or about November 15, 2021.

To satisfy the statutory requirements, the Service Plan includes: (1) a description of the proposed services, (2) a financial plan as to how the services are to be financed, (3) a preliminary engineering or architectural survey showing how the proposed services are to be provided, (4) a map of the proposed boundaries of the districts, (5) an estimate of the population and valuation for assessment of the proposed districts, (6) a description of the facilities to be constructed and the standards for construction, (7) a general description of the estimated cost of acquiring land, engineering services, legal services, administrative services, initial proposed indebtedness and estimated proposed maximum interest rates and discounts, and other major expenses related to the organization and initial operation of the districts, and (8) a proposed intergovernmental agreement.

The service area for the proposed Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7 (collectively, the “Districts”), including the initial boundaries (450 acres) and subsequent inclusion area boundaries (3 acres), consists of approximately 453 acres. The anticipated population of the Districts at full development is approximately 3,474 people, with 900 single-family residential units, 560 apartments, and 880,000 square feet of commercial / industrial space.

The Districts are proposed to operate cooperatively, pursuant to future intergovernmental agreements among the Districts, with Encore on 34 Metropolitan District No. 1 to act as the coordinating district (remaining small with Directors appointed by the Developer), Encore on 34 Metropolitan District No. 7 to act as an operations overlay district, encompassing all the residential districts, and Encore on 34 Metropolitan District Nos. 2-6 to act as financing districts. The existing service plan for District No. 1-3 already includes a similar structure, with Encore on 34 Metropolitan District No. 1 identified as the operating district, Encore on 34 Metropolitan District No. 2 as commercial, and Encore on 34 Metropolitan District No. 3 as residential. The Service Plan proposes to include a coordinating district due to the amount of public improvements to be constructed over an estimated six year time period, and the large land area that will be contributing to the costs of the public improvements.

The Service Plan proposes 40 mills as the maximum residential debt mill levy, 50 mills as the maximum commercial debt mill levy, and 10 mills as the maximum operations and maintenance mill levy. The maximum mill levies are subject to an assessed valuation adjustment, meaning, primarily, that if the residential assessment rate is changed (the ratio of assessed valuation to actual valuation), the mill levy may be increased above the cap so that the rate change is revenue neutral to the Districts.

The maximum term for imposition of a debt mill levy is twenty years for developer debt from the initial imposition of an ad valorem property tax by a particular district, unless the Town approves a longer term by intergovernmental agreement, and forty years for all debt mill levies on residential property, except that, if a majority of the board of directors of a district is composed of a majority of end users (any owner, or tenant of any taxable property), the board may approve a longer term for a refinancing.

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The capital plan, attached as Exhibit E to the Service Plan, estimates public improvement project costs of approximately \$136,872,315. The capital plan was reviewed by Greg Weeks, the Town's Engineer, who found that the preliminary estimates of cost are reasonable. Mr. Weeks pointed out that the developer may also be required to finance an off-site water line that is not shown on the capital plan, so the costs of the public improvements will likely be higher than projected.

The financial plan, attached as Exhibit F to the Service Plan, provides that the Districts will have the ability to issue debt in the amount of \$124,452,750, yielding project funds of \$109,247,875. The maximum debt authorization (aggregate for District Nos. 1-7) under the Service Plan is \$125,000,000.

Prior to the issuance of any debt, the Districts are required to submit a resolution from the issuing district approving the debt issuance, setting forth the parameters of the issuance, to the Town. Subsequent to issuance of the debt, the issuing district is required to provide the Town with bond counsel's opinion letter, a certification from the district that the debt issuance complies with the terms of the Service Plan and a copy of the marketing documents associated with the debt. Consistent with the Model Service Plan, the Districts are entitled to impose a one-time development fee in the amount of up to 2,500 per single-family detached residential unit, \$750 per multi-family residential unit, and \$0.25 per square foot for retail and industrial (all of which may be increased up to 5% per year) to fund the Districts' expenses, and such fee, referenced as a facility fee, is set forth in the financial plan. There is no recurring fee laid out in the Service Plan, so any recurring fee would need to be approved by the Town before being imposed.

The Districts will establish and maintain a public website, and will timely post a copy of all of the following documents: a) call for nominations, b) the transparency notice, c) the recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas, and h) any other requirements pursuant to law. The Districts will also e-mail calls for nominations to any email address maintained by the county and provide notice by mail to voters without an email address on file with the county clerk.

The applicants have added language to the Service Plan to require that the Calls for Nominations for districts with residential end users must be mailed to registered voters who receive the Call for Nominations by email at the email address on file with the County Clerk.

Changes to Model Service Plan:

The Service Plan is generally consistent with the Model Service Plan adopted by the Town Council on February 22, 2017, except for the following substantial requested changes to the model:

1. The Town's model service plan states that the Districts cannot acquire, own, manage, adjudicate or develop water rights unless approved by the Town in an IGA. However, the proposed Service Plan would allow the Districts to finance purchase of water rights, with terms and conditions similar to those required by the Town Council when it approved a service plan for High Plains Metropolitan District No. 2 and the Revere at Johnstown Metropolitan District Nos. 2-9. The Capital Plan does not include a cost estimate for water purchases and the Financial Plan does not include a Water Resources Fee. Therefore, the Maximum Debt Authorization has not been increased to finance water rights, and if the Districts decide to finance water rights, they will have less revenue available for other public improvements. Therefore, we do not see a concern with including the authority to finance water rights. Section V(A)(24) of the Service Plan states:

24. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the District from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the District purchases from the Developer or for which the District reimburses the Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the District shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Town's Municipal Code; and (c) the District's reimbursement to the Developer shall not exceed the amount of the Developer's actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

2. In order to protect future residents and ensure that they will have decision-making control as soon as possible, the Districts added two items to the model service plan, per our suggestions:
 - A. The Service Plan includes a residential operations overlay district (Encore on 34 Metropolitan District No. 7), which will allow residents from all the residential districts to serve on the board of directors of that district and be involved maintenance of common improvements.
 - B. The Service Plan contains language stating that the IGA with the coordinating district will be terminated before full build out, with the authority of the coordinating district transferred to other districts. Specifically, section V.A.34.D states in part:

The intergovernmental agreements between and among the Districts shall set forth a process for transition of the rights and responsibilities of the Coordinating District to End Users of the Districts, to the Operations Overlay District (with regards to the attached and detached single family residential portions of the Project), or set forth alternative means by which End Users may otherwise have control over the ongoing administration, operations, maintenance and financing responsibilities of the Districts and the Public Improvements that are owned and maintained by one or more of the Districts. Upon or before completion of substantially all of the development within the Districts, the Districts shall cooperate to transition the responsibilities and rights of the Coordinating District amongst the Districts through an amendment or termination of such intergovernmental agreement. Each of the Districts shall have the right to initiate a termination or amendment to the intergovernmental agreements contemplated in this section, however, any termination of such intergovernmental agreement, or any provision thereof, or amendment to any such intergovernmental agreement, without either the consent of all of the Districts or completion of the mediation process outlined below, shall be a material modification of the Service Plan. In the event the Districts are not able to reach an agreement regarding termination or amendment of the intergovernmental agreement, they shall submit the issues to mediation and shall make a good faith effort to come to an agreement with the intent of reaching a cooperative solution that will best serve the residents and property owners of the Districts, as a whole.

Amendments to Existing Service Plan:

The Service Plan differs from the original Service Plan for Encore on 34 Metropolitan District Nos. 1-3 (which it would replace) in the following manner:

Original Service Plan	Amended and Restated Service Plan
Multiple-district structure for three Districts total, with District 1 as coordinating district	Multiple-district structure for seven Districts total, with District 1 as coordinating district and District No. 7 as operations overlay district.
Original boundaries: 307 acres, inclusion area: 146 acres	Original boundaries: 450 acres, inclusion area: 3 acres
Developers were Miracle on 34, LLC and J&J Holdings, LLC	Developers are: Encore HoldCo LLC, J&J Holdings LLC, North Timnath Properties LLC, Clyde Hemberger, and Janice Hemberger
Projected Population: 3,182 Projected Non-residential: 978,000 sq. ft.	Projected Population: 3,474 Projected Non-residential: 880,000 sq. ft.

Estimated Public Improvement Cost: \$69,835,460	Estimated Public Improvement Cost: \$136,872,3150
Aggregate Debt Limit for Districts 1-3: \$66,000,000	Aggregate Debt Limit for Districts 1-7: \$125,000,000
Aggregate Mill Levy for Debt and O&M: Commercial - 50 Mills Residential – 30 Mills *As adjusted for changes in assessment rate after January 1, 2014	Maximum Debt Mill Levy: Commercial - 50 Mills Residential – 40 Mill <i>Plus:</i> Maximum for O&M: 10 Mills *As adjusted for changes in assessment rate after January 1, 2023
No facilities fee without Town approval via IGA.	One time facilities fee of \$2,500 per SF residential unit, \$750 per multi-family residential unit, and \$.25 per square foot commercial/industrial.

Pursuant to state law, the Town Council must approve the Service Plan before the Districts are formed and entitled to operate. The Service Plan must be approved through a public hearing process. Upon approval, the Service Plan, along with a petition for organization of the Districts, must be submitted to the Larimer County District Court, who will then hold a hearing on the petition and order an election regarding the organization of the District Nos. 4-7. Notice of this public hearing before the Town Council was published in *The Johnstown Breeze* and provided to interested persons by the proponents of the Districts.

LEGAL ADVICE:

The Town attorney and the Town’s special counsel have reviewed the proposed Service Plan. The criteria for Town Council approval of a Service Plan are:

- a. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed district;
- b. The existing service in the area to be served by the proposed district is inadequate for present and projected needs;
- c. The proposed district is capable of providing economical and sufficient service to the area within its proposed boundaries; and
- d. The area to be included in the District has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

Sections 32-1-204.5 and 32-1-203(2), C.R.S.

FINANCIAL ADVICE:

The Town has not engaged an outside financial consultant to review the Financial Plan, but it has been reviewed by Special Counsel, Carolyn Steffl. In addition, applicant’s consultant, DA Davidson, has attached a letter stating that, subject to certain assumptions, the Financial Plan shows the Districts’ ability to discharge the proposed indebtedness consistent with the limitations contained in the Service Plan.

RECOMMENDED ACTION: Approve Resolution No. 2023-40

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution No. 2023-40, a Resolution Approving the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7.

For Approval with Conditions: I move to approve Resolution No. 2023-40, a Resolution Approving the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7, with the following modifications to the proposed Service Plan, _____, and direct the Town Attorney to revise the Service Plan accordingly.

For Denial: I move to deny approval of Resolution No. 2023-40.

Reviewed and Approved for Presentation,



Town Manager

**AMENDED AND RESTATED SERVICE PLAN
FOR
ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3
AND
SERVICE PLAN
FOR
ENCORE ON 34 METROPOLITAN DISTRICT NOS. 4-7
TOWN OF JOHNSTOWN, COLORADO**

Prepared

by

WHITE BEAR ANKELE TANAKA & WALDRON
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122

Submittal Date: February 17, 2023

Resubmittal Date: August 2, 2023

[Approval DATE]

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I. INTRODUCTION

A. Intent and Purpose.

The original Service Plan for Encore on 34 Metropolitan District Nos. 1-3 was approved by the Town Council (the “Town Council”) of the Town of Johnstown (the “Town”), County of Larimer, State of Colorado on October 6, 2014 (Resolution No. 2014-11) (the “Original Service Plan”). The proponents of the Districts proceeded with the organization of the Districts, conducted public elections in accordance with the Special District Act on November 4, 2014, establishing the Districts pursuant to Section 32-1-305, C.R.S.

In order to accommodate the revised plans for development currently contemplated for the Project, account for current cost estimates, and to ensure the public improvements are constructed in the most efficient and cost-effective manner, the Boards of the Districts have determined it is necessary to amend the Original Service Plan. Additionally, in order to accommodate the different property types and phasing required for the development within the Project, the Developer has determined it necessary to further divide the Service Area and accommodate the creation of six new special districts, Encore on 34 Metropolitan District Nos. 4-7 (together with Encore on 34 Metropolitan District Nos. 1-3, the “Districts”).

It is anticipated that Encore on 34 Metropolitan District No. 1 (“District No. 1”) will serve as the Coordinating District for the Project. Encore on 34 Metropolitan District No. 7 (“District No. 7”) is anticipated to serve as the Operations Overlay District for the attached and detached single family residential portions of the Project. Encore on 34 Metropolitan District Nos. 2 through 6 will be utilized as a combination of Residential, Commercial, and/or Mixed Use Districts, as development plans for the Project necessitate. As the Operations Overlay District, District No. 7 is anticipated to expand its boundaries over time, through inclusions, to incorporate phases of attached and detached single family residential development in the Project. The intended role of the Operations Overlay District is to own and operate the Public Improvements within the Operations Overlay District that are not otherwise dedicated to the Town or other governmental entity, as well as to provide covenant enforcement and design review services, if applicable.

This Amended and Restated Service Plan (the “Service Plan”) incorporates a revised financing plan and cost estimates to reflect the phased development and financing of the Districts, as well as an Inclusion Area Boundary Map that shows the property that may be included, in whole or in part, within a District’s Boundaries.

The Town intends that this Service Plan grant authority to the Districts to provide for the planning, design, acquisition, construction, installation and financing of Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The Town and the Districts acknowledge that the Districts are independent units of local government, separate and distinct from the Town, and, except as may otherwise be provided for by State or local law, this Service Plan or an intergovernmental agreement with the Town, the Districts’ activities are subject to review by the Town only insofar as the activities may deviate in a material manner from the requirements of the Service Plan. The Original Service Plan is superseded and replaced in its entirety by this Service Plan.

B. Need for the Districts.

There are currently no other governmental entities, including the Town, located in the immediate vicinity of the Districts that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements or the ownership, operation and maintenance of the Public Improvements that are not accepted for ownership, operation and maintenance by the Town or another entity. Formation of the Districts is therefore necessary in order for the Public Improvements to be provided in the most economic manner possible.

C. Town's Objective.

The Town's objective in approving the Service Plan is to authorize the Districts to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from the proceeds of Debt that may be issued by the Districts and to provide for the ownership, operation and maintenance of any Public Improvement not otherwise accepted for ownership, operation or maintenance by the Town or another entity. Debt is expected to be repaid by an ad valorem property tax no higher than the Maximum Debt Mill Levy and other legally available revenues of the Districts. Debt issued within these parameters and, as further described in the Financial Plan, is intended to insulate property owners from excessive tax and financial burdens and result in a timely and reasonable repayment. Public Improvements costs that cannot be funded within these parameters are not costs to be paid by the Districts.

The Town intends to authorize the Districts to have the ability to plan, design, acquire, construct, install and finance the initial Public Improvements necessary to develop the Project and seeks the timely payment of Debt related to those initial Public Improvements so that the financial burden on End Users is minimized. The Districts shall be required to obtain authorization of the Town, in the form of an intergovernmental agreement, prior to issuing Debt for redevelopment of an existing Public Improvement.

The Town prefers that all property classified as Residential Property shall be located solely within the boundaries of a Residential District and that all property classified as Commercial Property shall be located solely within the boundaries of a Commercial District. The distinction facilitates two goals: (1) to have similarly situated properties governed by a Board with common interests, and (2) to apply a lower maximum tax burden on residential owners. The foregoing shall not prohibit a Residential District, Commercial District or Mixed-Use District from sharing the costs of Public Improvements in compliance with the provisions of this Service Plan and applicable law, as long as each District is responsible for costs approximately proportionate to the benefit to that District.

Unless the Districts, or any of them, have operational responsibilities for any of the Public Improvements or Covenant Enforcement and Design Review Services, the Town intends that the Districts dissolve upon payment or defeasance of all Debt incurred or upon a court determination that adequate provision has been made for the payment of all Debt and for continuation of any operations.

II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a subdivision improvement development agreement, outline development plan, preliminary or final plat or other process established by the Town for identifying, among other matters, the Public Improvements necessary for facilitating development of property within a part or all of the Service Area as approved by the Town pursuant to the Town Code, as amended from time to time.

Assessment Rate Adjustment: means, if, on or after January 1, 2023, there are changes in the method of calculating assessed valuation or any constitutionally mandated tax credit, cut or abatement, the Maximum Debt Mill Levy and Maximum Operations and Maintenance Mill Levy may be increased or decreased to reflect such changes, such increases and decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the applicable mill levy, as adjusted for changes occurring after January 1, 2023, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation to assessed valuation shall be deemed to be a change in the method of calculating assessed valuation.

Board: means the board of directors of each District.

Bond, Bonds or Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts or other obligations for the payment of which a District has promised to impose an ad valorem property tax mill levy and/or impose and collect Development Fees.

Bond Counsel Opinion: means the opinion, to be provided by an attorney licensed in Colorado and published in the then current publication of the Bond Buyer Directory of Municipal Bond Attorneys, providing that the Debt that is the subject of the opinion was issued in accordance with the provisions of the Service Plan.

Capital Plan: means the Capital Plan described in Section V.C. below which includes: (a) a list of the Public Improvements that may be developed by the District; (b) an engineer's estimate of the cost of the Public Improvements; and (c) a pro forma capital expenditure plan correlating expenditures with development.

Commercial District: means any District with solely Commercial Property within its boundaries.

Commercial Property: means all property other than residential real property as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Coordinating District: means Encore on 34 Metropolitan District No. 1.

Cost Verification Report: means a report provided by an engineer or accountant as required pursuant to Section V.A.30. below.

Covenant Enforcement and Design Review Services: means those covenant enforcement and design review services authorized in the Special District Act.

Debt: See Bond, Bonds or Debt.

Developer: means the owner or owners of the property within the Service Area, any affiliates of such owner or owners and their successors and assigns other than End Users. As of the date of this Service Plan, the Developer is, collectively, Encore HoldCo LLC, J&J Holdings LLC, North Timnath Properties LLC, Clyde Hemberger, and Janice Hemberger.

Developer Debt: means bonds, notes, contracts, reimbursement agreements or other multiple fiscal year financial obligations issued by the Districts to the Developer within the Districts for reimbursement of sums advanced or paid for funding of Public Improvements and/or operation and maintenances expenses. Developer Debt shall be subordinate to other Debt of the Districts.

Developer Debt Mill Levy Imposition Term: means the Developer Debt Mill Levy Imposition Term set forth in Section VI.D.1. below.

Development Fee: means a one-time development or system development fee that may be imposed by the Districts on a per unit (*residential*) or per square foot (*non-residential*) basis at or prior to the issuance of the initial building permit for the unit or structure to assist with the planning and development of the Public Improvements or the repayment of Debt.

District: means any one of the Districts.

Districts: means Encore on 34 Metropolitan District No. 1, Encore on 34 Metropolitan District No. 2, Encore on 34 Metropolitan District No. 3, Encore on 34 Metropolitan District No. 4, Encore on 34 Metropolitan District No. 5, Encore on 34 Metropolitan District No. 6, and Encore on 34 Metropolitan District No. 7, collectively.

End User: means any owner, tenant or occupant of any taxable Residential Property or Commercial Property within the Districts after such property has been vertically developed, other than a real estate or construction company that developed the property. By way of illustration, an individual homeowner, renter, commercial property owner or commercial tenant is an End User. The Developer and any business entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant approved by the Town that: (i) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an underwriter, investment banker or individual

listed as a public finance advisor in the Bond Buyer’s Municipal Market Place; and (iii) is not an officer or employee of the Developer or the Districts.

External Financial Advisor Certification: means the certification required to be provided pursuant to Section V.A.13. below.

Financial Plan: means the Financial Plan described in Section VI below, which describes (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating and debt service revenue derived from property taxes.

Inclusion Area Boundaries: means the boundaries of the area described in the Inclusion Area Boundary Map.

Inclusion Area Boundary Map: means the map attached hereto as **Exhibit C-8**, describing the property proposed for inclusion within one, but not any more than one, of the boundaries of the Districts.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map for each District.

Initial District Boundary Map: means each of the maps attached hereto as **Exhibit C-1, C-2, C-3, C-4, C-5, C-6, and C-7**, describing the Districts’ initial boundaries.

Maximum Debt Authorization: means the total Debt the Districts are permitted to incur as set forth in Section V.A.17. below.

Maximum Commercial Debt Mill Levy: means the maximum mill levy a Commercial District is permitted to impose upon taxable property within its boundaries for payment of Debt as set forth in Section VI.C. below.

Maximum Debt Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Debt as set forth in Section VI.C below, and includes, as appropriate, the Maximum Commercial Debt Mill Levy and the Maximum Residential Debt Mill Levy.

Maximum Operations and Maintenance Mill Levy: means the maximum mill levy the Districts are permitted to impose for payment of Operation and Maintenance Expenses, as set forth in Section VI.C below

Maximum Residential Debt Mill Levy: means the maximum mill levy a Residential District and a Mixed-Use District are permitted to impose upon taxable property within their respective boundaries for payment of Debt as set forth in Section VI.C. below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on Residential Property for repayment of Debt, as set forth in Section VI.E. below.

Mixed-Use District: means any District with both Commercial Property and Residential Property within its boundaries.

Operations and Maintenance Mill Levy: means the mill levy the Districts are permitted to impose for payment of administrative, operations and maintenance expenses as set forth in Section VI.C. below.

Operations Overlay District: District No. 7 is anticipated to serve as an operations, maintenance, and administrative district overlaying attached and detached single family residential units in the Project.

Privately Placed Debt: means Debt that is issued by the placement of the Debt directly with the Debt purchaser and without the use of an underwriter as a purchaser and reseller of the Debt, and includes, but is not limited to, Developer Debt and bank loans.

Project: means the development or property commonly referred to as Encore.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed and financed as listed on the Capital Plan, attached as **Exhibit E**, and generally described in the Special District Act, or as set forth in an Approved Development Plan or intergovernmental agreement with the Town, to serve the anticipated inhabitants and taxpayers of the Service Area, except as specifically limited in Section V below, and as approved by the Board from time to time.

Publicly Marketed Debt: means Debt that is offered for sale to the public by the Districts with the use of an underwriter as a purchaser and reseller of the Debt.

Recurring Fee(s): means any recurring fee, rate, toll, penalty or charge imposed by the Districts for administrative or operations and maintenance costs related to services, programs or facilities provided by the Districts as limited by the provisions of Section V.A.18. below, but in no event to be used for payment of Debt.

Refunding Bonds or Refunding Debt: means Debt issued for purposes of refunding any Bond or Debt.

Residential District: means any District with solely Residential Property within its boundaries.

Residential Property: means “residential real property” as that term is defined in Article X, Section 3(1)(b) of the Colorado Constitution.

Service Area: means the property within the Initial District Boundary Map and Inclusion Area Boundary Map.

Service Plan: means this service plan for the Districts approved by the Town Council.

Service Plan Amendment: means an amendment to the Service Plan approved by the Town Council in accordance with the Town’s ordinance and the applicable state law.

Special District Act: means Sections 32-1-101, et seq., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem property taxes imposed by the Districts.

Town: means the Town of Johnstown, Colorado.

Town Code: means the Johnstown Municipal Code.

Town Council: means the Town Council of the Town of Johnstown, Colorado.

Transfer Fee: means a fee assessed upon each sale of real property within the District.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately four hundred fifty (450) acres and the total area proposed to be included in the Inclusion Area Boundaries is approximately three (3) acres. Legal descriptions of the District Boundaries are attached hereto as **Exhibit A-1, A-2, A-3, A-4, A-5, A-6, and A-7**, and the Inclusion Area Boundaries is attached hereto as **Exhibit A-8**. A vicinity map is attached hereto as **Exhibit B**. Maps of the District Boundaries are attached hereto as **Exhibit C-1, C-2, C-3, C-4, C-5, C-6, and C-7**, and a map of the Inclusion Area Boundaries is attached hereto as **Exhibit C-8**. An overall map of the Districts' boundaries is attached hereto as **Exhibit C-9**. The Districts' boundaries may change from time to time as the Districts undergo inclusions and exclusions pursuant to the Special District Act, subject to the limitations set forth in Section V below and as authorized by the Town.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area consists of approximately four hundred fifty-three (453) acres of commercial, residential and mixed-use land. The current assessed valuation of the Service Area is \$0 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the Districts at build-out is estimated to be approximately three thousand four hundred seventy-four (3,474) people.

The Town's approval of this Service Plan does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the commercial area that may be identified in this Service Plan.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and operation and maintenance of the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the Special District Act and in other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the Districts is to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.

2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of charge. Any fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The Districts shall not be authorized to provide for ambulance or emergency medical services unless the provision of such service is approved by the Town in an intergovernmental agreement.

4. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the Town.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect

the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The Districts shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the Districts, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The Districts shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the Districts from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and available to be exercised by the Districts only following written approval by the Town, subject to the Town's sole discretion.

9. Construction Standards Limitation. The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved in writing by the Town or such other governmental entities. The Districts shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The Districts acknowledge that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

12. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for streets, transportation, utilities, trails or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

Prior to the issuance of any Privately Placed Debt to a Director of the District or to an entity with respect to which a Director of the District must make disclosure under Section 24-18-109, C.R.S., the District issuing such Privately Placed Debt shall also obtain the certification of an External Financial Advisor in form substantially as follows:

[We are/I am] an External Financial Advisor within the meaning of the District's Service Plan.

[We/I] certify that the interest rate of such debt does not exceed the lesser of (1) the Municipal Market Data "AAA" General Obligation, Thirty-Year Constant Maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of such Debt; or (2) the current market interest rate for the debt based on criteria determined by [me/us] including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt, considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts regarding the issuance of the Debt.

14. Inclusion Limitation. The Districts may include all property or a portion of the property within the Inclusion Area Boundaries only after approval by the Town of an Approved Development Plan applicable to the property to be included, and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior written consent of the Town. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

15. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts. To the extent that the Overlay Operations District overlaps with any District, the maximum aggregate

Operations and Maintenance Mill levy imposed on the property within the overlapping boundaries shall not exceed that which is set forth in Section VI.C.5. of this Service Plan.

16. Debt Limitation. Unless otherwise approved in an intergovernmental agreement with the Town, on or before the effective date of approval by the Town of an Approved Development Plan the Districts shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees. The Town has previously approved the Outline Development Plan for Encore Johnstown on December 13, 2021, which constitutes an Approved Development Plan.

17. Maximum Debt Authorization. The Districts shall not issue Debt in excess of One Hundred Twenty-Five Million Dollars (\$125,000,000). Refunded Debt, including reasonable costs of issuance, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations or maintenance expenses related to services, programs or facilities provided by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. Notwithstanding the foregoing, the Districts may increase Recurring Fees by up to 3% per year to keep pace with rising labor and material costs without the need for additional Town approval. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

20. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior written consent of the Town, unless such consolidation is with one or more of the other Districts.

21. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods

or services by such retailer, including without limitation a lodging or use fee, except pursuant to an intergovernmental agreement with the Town.

22. Transfer Fee Limitation. The Districts shall not be authorized to impose a transfer fee on sale of real property within the District, except pursuant to an intergovernmental agreement with the Town; however, this limitation shall not prevent imposition of a one-time per property Development Fee upon issuance of the initial building permit for the property. No Development Fees shall be assessed for subsequent building permits obtained by End Users, such as for remodeling or addition to an existing structure. This limitation shall not prevent the Districts from imposing a reasonable administrative processing fee to cover the cost of transferring account information in conjunction with a change in ownership for residential units within the Districts.

23. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan. The Districts shall immediately notify the Town and propose an amendment to the Service Plan to address the future of the Districts.

24. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources except pursuant to an intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the Districts from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the Districts purchase from the Developer or for which the Districts reimburse Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the Districts shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Johnstown Municipal Code; and (c) the District’s reimbursement to the Developer shall not exceed the amount of the Developer’s actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

25. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant

eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts' exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the Districts may not exercise their statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the Districts' boundaries. In no event shall the Districts exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

26. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Revised Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

The Districts shall be authorized to contract among themselves to assign responsibility for Covenant Enforcement and Design Review Services to one of the Districts, but any such contract shall be terminable by any District upon reasonable notice to the named enforcing District.

27. Special Improvement Districts. The Districts shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., unless otherwise provided pursuant to an intergovernmental agreement with the Town.

28. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

29. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts may not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated to another governmental entity for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or approved pursuant to an intergovernmental agreement with the Town.

30. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts' behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the Districts shall receive the following Cost Verification Reports: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition and the costs of organization of the District, including the construction costs and the soft costs, but excluding the accounting and legal fees, are reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town.

31. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the Districts related to the administration of the Districts or the operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

32. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown or conducted virtually via internet or telephone platform available for free access by the public. The Districts shall establish and maintain a public website and shall include the name of the Project or a name that allows property owners and residents of the Districts to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, each District shall timely post a copy of all of the following documents on its public website: a) each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., b) the transparency notices provided pursuant to 32-1-809, C.R.S, c) each recorded declaration of covenants if the District provides Covenant Enforcement and Design Review Services, d) a copy of this Service Plan and all amendments thereto, e) all approved budgets, audits, meeting minutes, Board orders and resolutions, f) any Rules and Regulations adopted by the Board, g) all meeting agendas and meeting packets, and h) any other requirements pursuant to Section 32-1-104.5(3)(a), C.R.S.

33. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth

calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

34. Distribution of Call for Nominations. Unless otherwise waived in writing by the Town Manager, from and after the time that any District has any residential End Users within the District, such District shall include the call for nominations as a prominent part of a newsletter, annual report, billing insert, billing statement, letter, voter information card or other notice of election, or other informational mailing mailed to the eligible electors of the District, in the timeframe required by statute for providing the notice, in addition to complying with any other notice requirements of the Special District Act and the Colorado Local Government Election Code.

B. Service Plan Amendment Requirement.

This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

C. Capital Plan.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements within and without the boundaries of the Districts. A Capital Plan, attached hereto as **Exhibit E**, includes: (1) a list of the Public Improvements to be developed by the District, supported by a engineering or architectural survey; (2) a good faith estimate of the cost of the Public Improvements; and (3) a pro forma capital expenditure plan correlating expenditures with development. The Public Improvements described in the Capital Plan may be modified in an Approved Development Plan or an intergovernmental agreement with the Town, and may differ from the Capital Plan without constituting a material modification of this Service Plan. To the extent that the Capital Plan sets forth the timing of the construction of the Public Improvements, such timing may also deviate from the Capital Plan without constituting a material modification of this Service Plan. As shown in the Capital Plan, the estimated cost of the Public Improvements is approximately One Hundred Thirty-Six Million Eight Hundred Seventy-Two Thousand Three Hundred Fifteen Dollars (\$136,872,315). Costs of required Public Improvements that cannot be financed by the Districts within the parameters of this Service Plan and the financial capability of the Districts are expected to be financed by the Developer of the Project.

D. Multiple District Structure.

The Town anticipates that the Districts, collectively, will undertake the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein. District No. 1 is proposed to be the Coordinating District and may coordinate the financing, construction and maintenance of the Public Improvements. District No. 7 is proposed to be the Operations Overlay District for the attached and detached single family residential portions of the Project. The Operations Overlay District will own and operate the Public Improvements within the Operations Overlay District that are not otherwise dedicated to the Town or other governmental entity, as well as provide covenant enforcement and design review services within the Operations Overlay District, if applicable. District Nos. 2 through 6 are proposed to be the financing districts and contain the residential and commercial development within their respective boundaries in accordance with Approved Development Plans. Specifically, the Districts shall enter into one or more intergovernmental agreements governing the relationship between and among the Districts with respect to the planning, design, acquisition, construction, installation and financing of the Public Improvements contemplated herein and with respect to the administration, operations and maintenance of the Districts. Such intergovernmental agreements between and among the Districts, and all amendments thereto, shall be designed to help assure the orderly development of the Public Improvements and essential services in accordance with the requirements of this Service Plan. Implementation of such intergovernmental agreements is essential to the orderly implementation of this Service Plan.

The intergovernmental agreements between and among the Districts shall set forth a process for transition of the rights and responsibilities of the Coordinating District to End Users of the Districts, to the Operations Overlay District (with regards to the attached and detached single family residential portions of the Project), or set forth alternative means by which End Users may otherwise have control over the ongoing administration, operations, maintenance and financing responsibilities of the Districts and the Public Improvements that are owned and maintained by one or more of the Districts. Upon or before completion of substantially all of the development within the Districts, the Districts shall cooperate to transition the responsibilities and rights of the Coordinating District amongst the Districts through an amendment or termination of such intergovernmental agreement. Each of the Districts shall have the right to initiate a termination or amendment to the intergovernmental agreements contemplated in this section, however, any termination of such intergovernmental agreement, or any provision thereof, or amendment to any such intergovernmental agreement, without either the consent of all of the Districts or completion of the mediation process outlined below, shall be a material modification of the Service Plan. In the event the Districts are not able to reach an agreement regarding termination or amendment of the intergovernmental agreement, they shall submit the issues to mediation and shall make a good faith effort to come to an agreement with the intent of reaching a cooperative solution that will best serve the residents and property owners of the Districts, as a whole.

All intergovernmental agreements and amendments thereto proposed between or among the Districts regarding the subject matter of this Service Plan shall be submitted to the Town at least forty-five (45) days prior to their execution by the Districts, for Town review and approval by the Town Manager. Such Town review and approval shall be with reference to whether the intergovernmental agreement(s) are in compliance with this Service Plan, the Intergovernmental

Agreement, and the terms of any Approved Development Plan or other instrument related to the Public Improvements. If the Town within such forty-five (45) days submits valid objections (based on the factors listed above) to the proposed agreement or amendment, then the Districts shall work with the Town to resolve such objections and obtain Town Manager approval or Town Council, by resolution, of the form of such agreement or amendment prior to the Districts' execution thereof. The Town by a writing signed by the Town Manager may elect to waive such forty-five (45) day period.

VI. FINANCIAL PLAN

A. General.

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation and financing of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts are reasonably able to pay from revenues derived from the Maximum Debt Mill Levy and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed the Maximum Debt Authorization, One Hundred Twenty-Five Million Dollars (\$125,000,000), and shall be permitted to be issued on a schedule and in such year or years as the Districts determines shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, as set forth in this Service Plan, including ad valorem property taxes or Development Fees.

The Financial Plan, prepared by D.A. Davidson & Co., and attached hereto as **Exhibit F**, sets forth (i) how the Public Improvements are to be financed; (ii) how Debt may be incurred; and (iii) the estimated operating revenue and debt service revenue derived from property taxes for the Districts. The Maximum Debt Authorization is supported by the Financial Plan.

For commercial projects wherein the Town is sharing revenue with, or providing economic incentives to, the Developer, unless otherwise waived by the Town Manager in writing, the Districts shall submit to the Town the then-current financial forecasts and feasibility reports for such proposed issuance at least thirty (30) days prior to the issuance of any Debt. In its discretion, the Town may require additional financial forecasts and feasibility reports to evaluate the Financial Plan.

B. Maximum Voted Interest Rate, Maximum Underwriting Discount, Maximum Interest Rate on Developer Debt.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not to exceed eighteen percent (18%). The proposed maximum underwriting discount shall be five percent (5%). Debt, when issued, shall comply with all relevant requirements of this Service Plan, State law and Federal law as then applicable to the issuance of public securities. Failure to observe the requirements established in this paragraph shall constitute a material modification under the Service Plan.

The interest rate on Developer Debt shall not exceed the lesser of the current Bond Buyer 20-Bond GO index plus four percent (4%) or twelve percent (12%). Developer Debt shall be subordinate to other Debt of the Districts and shall be subject to the Developer Debt Mill Levy Imposition Term provided in Section VI.D below.

C. Mill Levies.

1. Maximum Commercial Debt Mill Levy. The Maximum Commercial Debt Mill Levy shall be fifty (50) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Commercial District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Commercial Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

2. Maximum Residential Debt Mill Levy. The Maximum Residential Debt Mill Levy shall be forty (40) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Residential District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Residential District are End Users, and such Residential District Board authorizes such a Maximum Residential Mill Levy “roll-off” through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

3. Maximum Mixed-Use Debt Mill Levy. The Maximum Residential Debt Mill Levy shall apply to any Mixed-Use District; provided however, that if approved in an intergovernmental agreement approved by Town Council separate from the Intergovernmental Agreement provided for in Section IX and Exhibit D of this Service Plan, then the Maximum Commercial Debt Mill Levy may be applied within a Mixed-Use District. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Mixed-Use District’s assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Mixed-Use District are End Users, and such Mixed-Use District Board authorizes such a Maximum Residential Mill Levy “roll-off” through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

4. Maximum Operations and Maintenance Mill Levy. The maximum Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts’ administrative, operations and maintenance costs, which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. Commencing at such time a District contains its first End User, the maximum Operations and Maintenance Mill Levy of such District shall be ten (10) mills, subject to an Assessment Rate Adjustment, and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users, such Board may eliminate the maximum

Operations and Maintenance Mill Levy upon written notice to and approval of the Town, which shall not be unreasonably withheld.

5. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition. The Districts shall notify the Town prior to establishing any such subdistricts and shall provide the Town with details regarding the purpose, location, and relationship of the subdistricts.

D. Mill Levy Imposition Term.

1. Developer Debt Mill Levy Imposition Term. Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, unless otherwise provided pursuant to an intergovernmental agreement with the Town. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

2. Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, neither a Residential District nor a Mixed Use District shall impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses more than forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

E. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the Districts shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the Resolution of the District authorizing the issuance of this Bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, the Developer of property within the boundaries of the Districts.

F. Notice of Debt to Town.

Within ten (10) business days subsequent to the issuance of Debt, the District shall provide the following to the Town: (i) the marketing documents that have been published; (ii) the Bond Counsel Opinion addressed to the District regarding the issuance of the Debt; (iii) the resolution of the Board approving the Debt; and (iv) a certification of the Board of the District that the Debt is in compliance with the Service Plan (if such certification is not already contained in the resolution approving the Debt).

G. Security for Debt.

The Districts shall not pledge any revenue or property of the Town as security for the indebtedness set forth in this Service Plan. The Town's approval of this Service Plan shall not be construed as a guarantee by the Town of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the Town in the event of default by the Districts in the payment of any such obligation.

H. District Organizational and Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated cost of the Districts' organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. The first year's operating budget under this Amended and Restated Service Plan is estimated to be One Hundred Fifty Thousand Dollars (\$150,000) for all of the Districts combined, which is anticipated to be derived from operations and maintenance mill levy and other revenues.

VII. ANNUAL REPORT

A. General.

The Districts shall be responsible for submitting an annual report to the Town no later than August 1st of each year following the year in which this Service Plan is approved (the "report year"). The Town reserves the right, pursuant to Section 32-1-207(3)(c), C.R.S., to request annual reports from the District beyond five years after the District's organization.

B. Reporting of Significant Events.

The annual report required by this Section VII shall include information as to any of the following events that occurred during the report year:

1. Narrative of the Districts progress in implementing the Service Plan and a summary of the development in the Project.
2. Boundary changes made or proposed.
3. Intergovernmental agreements executed.
4. A summary of any litigation involving the Districts.
5. Proposed plans for the year immediately following the report year.
6. Construction contracts executed and the name of the contractors as well as the principal of each contractor.
7. Status of the Districts' Public Improvement construction schedule and the Public Improvement schedule for the following five years.
8. Notice of any uncured defaults.
9. A list of all Public Improvements constructed by the Districts that have been dedicated to and accepted by the Town.
10. If requested by the Town, copies of minutes of all meetings of the Districts' Boards.
11. The name, business address and telephone number of each member of the Board and its chief administrative officer and general counsel and the date, place and time of the regular meetings of the Board.
12. Certification from the Boards that the Districts are in compliance with all provisions of the Service Plan.
13. Copies of any Agreements with the Developer entered into in the report year.
14. Copies of any Cost Verification Reports provided to the Districts in the report year.
15. Access information to obtain a copy of rules and regulations adopted by the Board.

C. Summary of Financial Information.

The annual report shall include a summary of the following information for the report year:

1. Final Assessed Value of Taxable Property within the Districts' boundaries as of December 31 of the Report Year.

2. Total acreage of property within the Districts' boundaries.
3. Most recently filed audited financial statements of the Districts, to the extent audited financial statements are required by state law or outstanding Debt, or most recently filed audit exemption.
4. Annual budget of the Districts for the report year.
5. Resolutions regarding issuance of Debt or other financial obligations, including relevant financing documents, credit agreements, and official statements.
6. Outstanding Debt (stated separately for each class of Debt).
7. Schedule of Debt service for outstanding debt (stated separately for each class of Debt).
8. The Districts' Public Improvements expenditures, categorized by improvement type.
9. The Districts' inability to pay any financial obligations as they come due.
10. The amount and terms of any new Debt issued.
11. Any Developer Debt.

VIII. DISSOLUTION

Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

IX. INTERGOVERNMENTAL AGREEMENTS

The Intergovernmental Agreement to be entered into between the Town and the Districts at the Districts' organizational meeting is attached as **Exhibit D**. The Districts shall submit the executed Intergovernmental Agreement to the Town within ten (10) days of the Districts' organizational meeting.

The Districts shall enter into one or more intergovernmental agreements from time to time to allocate their respective responsibilities for the provision of the Public Improvements. In addition to the requirements of V.D., above, the Districts shall submit a copy of any such intergovernmental agreement to the Town Manager within ten (10) business days of execution.

The Districts and the Developer shall also execute indemnification letters in the form attached hereto as **Exhibit H**. The Developer's indemnification letter shall be submitted to the Town as part of this Service Plan. The Districts shall approve and execute the indemnification letter at their first Board meeting after their organizational election, in the same form as the indemnification letter set forth as **Exhibit H**, and shall deliver an executed original to the Town within ten (10) days of the Districts' organizational meeting.

X. NON-COMPLIANCE WITH SERVICE PLAN

In the event it is determined that the Districts have undertaken any act or omission which violates the Service Plan or constitutes a material departure from the Service Plan, the Town may impose any of the sanctions set forth in the Town Code and pursue any sanctions or remedies available under law, including but not limited to affirmative injunctive relief to require the Districts to act in accordance with the provisions of this Service Plan. To the extent permitted by law, the Districts hereby waive the provisions of C.R.S. § 32-1-207(3)(b) with respect to the Town and agree not to rely on such provisions as a bar to the enforcement by the Town of any provisions of this Service Plan.

XI. MISCELLANEOUS

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

B. Town Consent. Unless otherwise provided herein or provided in an intergovernmental agreement with the Town, references in this Service Plan to Town consent or Town approval shall require the consent of Town Council.

C. Town Expenses. The Districts shall pay any and all expenses, including but not limited to professional service fees and attorneys' fees, incurred by the Town in enforcing any provision of the Service Plan.

D. Disclosure Notice. The Districts' disclosure document required pursuant to Section 32-1-104.8, C.R.S. shall be in substantial conformance with form of such notice set forth in **Exhibit G**. In addition to the statutory notice, the District will use reasonable efforts to assure that all End Users purchasing property within the District Boundaries and Inclusion Area Boundaries receive a written notice regarding existing District mill levies, the Maximum Debt Mill Levy, and a general description of the District's authority to impose and collect fees.

XII. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;
3. The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries;
4. The area to be included in the Districts does have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis;
5. Adequate service is not, and will not be, available to the area through the Town or county or other existing municipal or quasi-municipal corporations, including existing special districts, within a reasonable time and on a comparable basis;
6. The facility and service standards of the Districts are compatible with the facility and service standards of the Town within which the special district is to be located and each municipality which is an interested party under Section 32-1-204(1), C.R.S.;
7. The proposal is in substantial compliance with a comprehensive plan adopted pursuant to the Town Code;
8. The proposal is in compliance with any duly adopted Town, regional or state long-range water quality management plan for the area; and
9. The creation of the Districts is in the best interests of the area proposed to be served.

EXHIBIT A-1

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description –District Boundaries of Encore on 34 Metropolitan District No. 1

DISTRICT NO. 1 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

DISTRICT NO. 1 BOUNDARY
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 2 OF 2



TST, INC. CONSULTING ENGINEERS



748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

519

EXHIBIT A-2

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description –District Boundaries of Encore on 34 Metropolitan District No. 2

DISTRICT NO. 2 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS EARING NORTH 00°48'14" EAST, A DISTANCE 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID LINE BEING EAST RIGHT OF WAY LINE OF COUNTY ROAD 3 AND TO **THE POINT OF BEGINNING**;

THENCE NORTH 00°48'14" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 540.13 FEET TO THE CENTERLINE OF THE LOVELAND AND GREELEY CANAL;

THE FOLLOWING TWENTY-SEVEN (27) COURSES ARE ALONG THE CENTERLINE OF THE LOVELAND AND GREELEY CANAL.

THENCE NORTH 73°24'05" EAST A DISTANCE OF 289.84 FEET;

THENCE NORTH 73°25'09" EAST A DISTANCE OF 193.92 FEET;

THENCE NORTH 74°41'37" EAST A DISTANCE OF 159.82 FEET;

THENCE NORTH 77°35'57" EAST A DISTANCE OF 73.70 FEET;

THENCE NORTH 81°10'10" EAST A DISTANCE OF 106.43 FEET;

THENCE NORTH 82°18'45" EAST A DISTANCE OF 67.60 FEET;

THENCE NORTH 86°07'00" EAST A DISTANCE OF 101.34 FEET;

THENCE NORTH 87°49'15" EAST A DISTANCE OF 95.13 FEET;

THENCE NORTH 89°33'51" EAST A DISTANCE OF 112.53 FEET;

THENCE NORTH 88°43'57" EAST A DISTANCE OF 143.08 FEET;

THENCE NORTH 88°39'06" EAST A DISTANCE OF 134.28 FEET;

THENCE NORTH 86°57'18" EAST A DISTANCE OF 76.61 FEET;

THENCE NORTH 86°51'02" EAST A DISTANCE OF 106.99 FEET;

THENCE NORTH 87°40'54" EAST A DISTANCE OF 167.58 FEET;

THENCE NORTH 85°40'41" EAST A DISTANCE OF 138.01 FEET;

THENCE NORTH 89°30'23" EAST A DISTANCE OF 116.17 FEET;

THENCE NORTH 88°38'30" EAST A DISTANCE OF 152.60 FEET;

THENCE SOUTH 87°33'11" EAST A DISTANCE OF 75.86 FEET;

THENCE SOUTH 77°14'42" EAST A DISTANCE OF 129.03 FEET;

THENCE SOUTH 82°02'01" EAST A DISTANCE OF 81.52 FEET;

THENCE SOUTH 81°58'34" EAST A DISTANCE OF 188.05 FEET;

THENCE SOUTH 80°36'13" EAST A DISTANCE OF 321.49 FEET;

THENCE SOUTH 79°36'13" EAST A DISTANCE OF 217.36 FEET;

THENCE SOUTH 76°39'32" EAST A DISTANCE OF 207.76 FEET;

THENCE SOUTH 76°47'46" EAST A DISTANCE OF 250.12 FEET;

THENCE SOUTH 77°14'18" EAST A DISTANCE OF 256.48 FEET;

THENCE SOUTH 77°48'41" EAST A DISTANCE OF 92.22 FEET TO A POINT OF DEPARTURE FROM THE CENTERLINE OF THE LOVELAND AND GREELEY CANAL;

THENCE NORTH 00°51'44" EAST A DISTANCE OF 1195.51 FEET;

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THENCE ALONG THE ARC OF A CONCAVE TO THE SOUTHWEST A DISTANCE OF 267.81 FEET, SAID CURVE HAS A RADIUS OF 107.00 FEET, A DELTA OF 14°16'26" AND IS SUBTENDED BY A CHORD BEARING SOUTH 82°00'03" EAST A DISTANCE OF 267.12 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 74°51'50" EAST A DISTANCE OF 387.28 FEET;
THENCE NORTH 00°51'45" EAST A DISTANCE OF 775.00 FEET TO THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE SOUTH 88°54'02" EAST ALONG THE NORTH LINE OF SOUTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 561.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET WESTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 12, SAID LINE BEING THE WEST RIGHT OF WAY LINE OF COUNTY LINE ROAD;
THENCE SOUTH 00°51'45" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 2498.75 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;
THE FOLLOWING SIX (6) COURSE ARE ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID HIGHWAY 34.
THENCE SOUTH 47°45'00" WEST A DISTANCE OF 68.30 FEET TO THE BEGINNING POINT OF A CURVE, NON-TANGENT TO THE AFORESAID LINE;
THENCE ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST A DISTANCE OF 408.87 FEET, SAID CURVE HAS A RADIUS OF 11334.20 FEET, A DELTA OF 02°04'01" AND IS SUBTENDED BY A CHORD BEARING NORTH 84°18'10" WEST A DISTANCE OF 408.85 FEET TO A POINT OF TANGENCY;
THENCE NORTH 83°16'09" WEST A DISTANCE OF 597.20 FEET;
THENCE NORTH 88°43'39" WEST A DISTANCE OF 4342.30 FEET;
THENCE NORTH 43°57'54" WEST A DISTANCE OF 71.00 FEET;
THENCE NORTH 88°43'39" WEST A DISTANCE OF 0.20 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 141.948 ACRES, MORE OR LESS.

TOGETHER WITH A PARCEL OF LAND BEING A PART OF SOUTH HALF OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 88°54'02" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 355.33 FEET;
THENCE SOUTH 01°06'45" WEST A DISTANCE OF 411.00 FEET;
THENCE NORTH 88°53'47" WEST A DISTANCE OF 560.96 FEET;
THENCE NORTH 01°06'45" EAST A DISTANCE OF 411.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
THENCE SOUTH 88°53'21" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 205.63 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED PARCEL OF LAND CONTAINS 5.293 ACRES, MORE OR LESS.

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Item #12.

TOGETHER WITH A PARCEL OF LAND BEING A PORTION OF THE MIRACLE ON 34 ANNEXATION NO. 3 RECORDED APRIL 14, 2006 AT RECEPTION NO. 20060027838 OF THE RECORDS OF LARIMER COUNTY, LOCATED IN THE NORTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNT OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER OF SAID SECTION 12 AS ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEING SOUTH 00°48'14" WEST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 88°53'21" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 AND TO THE POINT OF BEGINNING, SAID POINT BEGINNING BEING ON THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 3 WHICH IS COINCIDENTAL TO THE WEST LINE OF SAID MIRACLE ON 34 ANNEXATION NO. 3:

THE FOLLOWING FOUR (4) COURSES ARE ALONG THE WESTERLY LINE OF THE SAID MIRACLE ON 34 ANNEXATION NO. 3.

THENCE NORTH 00°48'14" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1214.88 FEET;
THENCE SOUTH 89°26'18" EAST A DISTANCE OF 470.00 FEET;
THENCE NORTH 00°48'14" EAST A DISTANCE OF 350.00 FEET;
THENCE NORTH 89°26'18" WEST A DISTANCE OF 75.00 FEET TO THE EAST LINE OF THE KELIM SUBSTATION SUBDIVISION RECORDED NOVEMBER 16, 2010 AT RECEPTION NO. 201000071014 OF THE RECORDS OF LARIMER COUNTY;

THE FOLLOWING TWO (2) COURSES ARE ALONG THE EAST AND NORTH LINE OF THE SAID KELIM SUBSTATION SUBDIVISION.

THENCE NORTH 00°48'14" EAST A DISTANCE OF 370.00 FEET;
THENCE NORTH 89°26'18" WEST A DISTANCE 395.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURED AT A RIGHT ANGLE TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, SAID LINE BEING THE EAST RIGHT OF WAY LINE OF COUNTY ROAD 3 AND ALSO BEING THE WEST LINE OF SAID MIRACLE ON 34 ANNEXATION NO. 3;
THENCE NORTH 00°48'14" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 706.08 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;
THENCE SOUTH 88°26'47" EAST ALONG THE SAID NORTH LINE A DISTANCE OF 1367.71 FEET;
THENCE SOUTH 01°00'48" WEST A DISTANCE OF 49.87 FEET;
THENCE SOUTH 88°26'47" EAST A DISTANCE OF 873.44 FEET;
THENCE SOUTH 01°13'51" WEST A DISTANCE OF 245.30 FEET;
THENCE SOUTH 88°26'47" EAST A DISTANCE OF 295.16 FEET;
THENCE SOUTH 01°13'51" WEST A DISTANCE OF 2326.16 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12;
THENCE NORTH 88°53'21" WEST ALONG SAID SOUTH LINE A DISTANCE OF 2516.79 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 142.48 ACRES, MORE OR LESS.

IN TOTAL, SAID DESCRIBED PARCELS OF LAND CONTAIN 289.721 ACRES, MORE OR LESS.

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EXHIBIT A-3

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description –District Boundaries of Encore on 34 Metropolitan District No. 3

DISTRICT NO. 3 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS EARING NORTH 00°48'14" EAST, A DISTANCE 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE OF 789.88 FEET;
THENCE SOUTH 89°11'46" EAST A DISTANCE OF 30.00 FEET TO A LINE PARALLEL WITH AND 30.00 FEET EASTERLY OF, AS MEASURE AT A RIGHT ANGLE TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SAID LINE BEING THE EAST RIGHT OF WAY LINE COUNTY ROAD 3 AND TO THE **POINT OF BEGINNING**;

THENCE NORTH 00°48'14" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1851.42 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12;
THENCE SOUTH 88°53'21" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 A DISTANCE 2540.12 FEET;
THENCE SOUTH 01°06'45" WEST A DISTANCE OF 411.00 FEET;
THENCE SOUTH 88°53'21" EAST A DISTANCE OF 204.77 FEET;
THENCE SOUTH 88°54'02" EAST A DISTANCE OF 356.19 FEET;
THENCE NORTH 01°06'45" EAST A DISTANCE OF 411.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12;
THENCE SOUTH 88°54'02" EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 12 A DISTANCE OF 1784.19 FEET;
THENCE SOUTH 00°51'45" WEST A DISTANCE OF 775.00 FEET;
THENCE NORTH 74°51'50" WEST A DISTANCE OF 387.28 FEET TO A POINT OF CURVATURE;
THENCE ALONG THE ARC OF CURVE CONCAVE TO THE SOUTHWEST A DISTANCE OF 267.81 FEET, SAID CURVE HAS A RADIUS OF 1075.00 FEET, A DELTA OF 14°16'26" AND IS SUBTENDED BY A CHORD BEARING NORTH 82°00'03" WEST A DISTANCE OF 267.12 FEET TO A POINT OF TANGENCY;
THENCE NORTH 89°08'16" WEST A DISTANCE OF 251.90 FEET;
THENCE SOUTH 00°51'44" WEST A DISTANCE OF 1195.51 FEET TO THE CENTERLINE OF THE LOVLAND AND GREELEY CANAL;

THE FOLLOWING TWENTY-SEVEN (27) COURSES ARE ALONG THE CENTERLINE OF THE LOVELAND AND GREELEY CANAL.

THENCE NORTH 77°48'41" WEST A DISTANCE OF 92.22 FEET;
THENCE NORTH 77°14'18" WEST A DISTANCE OF 256.48 FEET;
THENCE NORTH 76°47'46" WEST A DISTANCE OF 250.12 FEET;
THENCE NORTH 76°39'32" WEST A DISTANCE OF 207.76 FEET;
THENCE NORTH 79°39'13" WEST A DISTANCE OF 217.36 FEET;
THENCE NORTH 80°36'13" WEST A DISTANCE OF 321.49 FEET;
THENCE NORTH 81°58'34" WEST A DISTANCE OF 188.05 FEET;
THENCE NORTH 82°02'01" WEST A DISTANCE OF 81.52 FEET;
THENCE NORTH 77°14'42" WEST A DISTANCE OF 129.03 FEET;
THENCE NORTH 87°33'11" WEST A DISTANCE OF 75.86 FEET;
THENCE SOUTH 88°38'30" WEST A DISTANCE OF 152.60 FEET;
THENCE SOUTH 89°30'23" WEST A DISTANCE OF 116.17 FEET;
THENCE SOUTH 85°40'41" WEST A DISTANCE OF 138.01 FEET;
THENCE SOUTH 87°40'54" WEST A DISTANCE OF 167.58 FEET;
THENCE SOUTH 86°51'02" WEST A DISTANCE OF 106.99 FEET;
THENCE SOUTH 86°57'18" WEST A DISTANCE OF 76.61 FEET;
THENCE SOUTH 88°39'06" WEST A DISTANCE OF 134.28 FEET;
THENCE SOUTH 88°43'57" WEST A DISTANCE OF 143.08 FEET;

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THENCE SOUTH 89°33'51" WEST A DISTANCE OF 112.53 FEET;
THENCE SOUTH 87°49'15" WEST A DISTANCE OF 95.13 FEET;
THENCE SOUTH 86°07'00" WEST A DISTANCE OF 101.34 FEET;
THENCE SOUTH 82°18'45" WEST A DISTANCE OF 67.60 FEET;
THENCE SOUTH 81°10'10" WEST A DISTANCE OF 106.43 FEET;
THENCE SOUTH 77°35'57" WEST A DISTANCE OF 73.70 FEET;
THENCE SOUTH 74°41'37" WEST A DISTANCE OF 159.82 FEET;
THENCE SOUTH 73°25'09" WEST A DISTANCE OF 193.92 FEET;
THENCE SOUTH 73°24'05" WEST A DISTANCE OF 289.84 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 160.049 ACRES, MORE OR LESS.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.3

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EXHIBIT A-4

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description – Initial District Boundaries of Encore on 34 Metropolitan District No. 4

DISTRICT NO. 4 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

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EXHIBIT A-5

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description – Initial District Boundaries of Encore on 34 Metropolitan District No. 5

DISTRICT NO. 5 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 200.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

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EXHIBIT A-6

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description – Initial District Boundaries of Encore on 34 Metropolitan District No. 6

DISTRICT NO. 6 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 250.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

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EXHIBIT A-7

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description – Initial District Boundaries of Encore on 34 Metropolitan District No. 7

DISTRICT NO. 7 BOUNDARY

Item #12.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

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EXHIBIT A-8

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Legal Description – Inclusion Area Boundaries

INCLUSION AREA

Item #12.

A PARCEL OF LAND BEING A PART OF THE NORTH HALF OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12 AS BEARING SOUTH 88°26'47" EAST, A DISTANCE 2795.46 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE SOUTH 88°26'47" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1397.72 FEET TO **THE POINT OF BEGINNING**;

THENCE SOUTH 01°00'48" WEST A DISTANCE OF 49.87 FEET;
THENCE SOUTH 88°26'47" EAST A DISTANCE OF 873.44 FEET;
THENCE SOUTH 01°13'51" WEST A DISTANCE OF 245.30 FEET;
THENCE SOUTH 88°26'47" EAST A DISTANCE OF 295.16 FEET;
THENCE NORTH 01°13'51" EAST A DISTANCE OF 295.17 FEET;
THENCE NORTH 88°26'47" WEST A DISTANCE OF 1168.79 FEET TO THE **POINT OF BEGINNING**;

SAID DESCRIBED PARCEL OF LAND CONTAINS 2.99 ACRES, MORE OR LESS.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents\Service Plan Documents for Eve\INCLUSION AREA

INCLUSION AREA
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 2 OF 2



748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT B

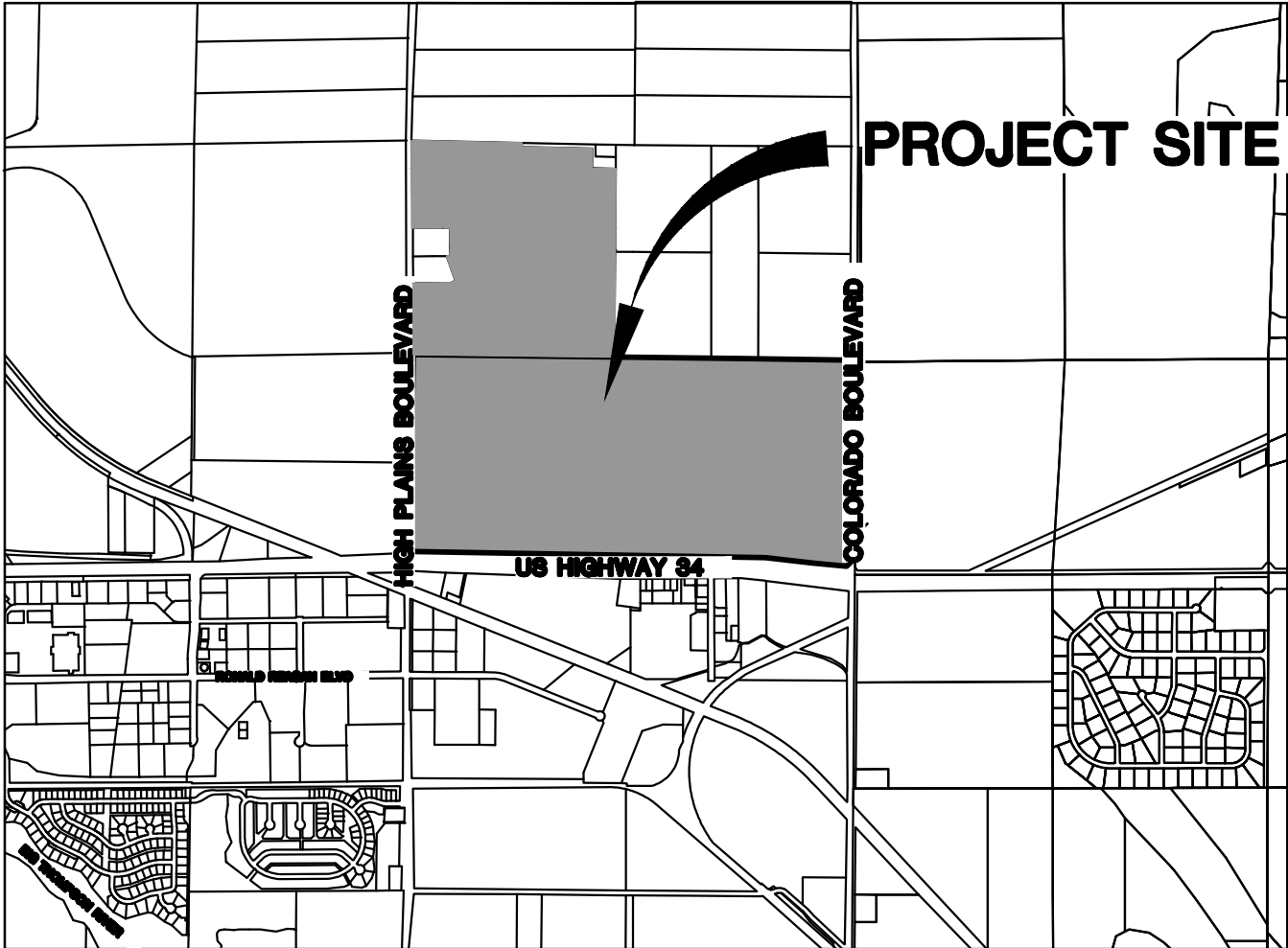
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Johnstown Vicinity Map

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

Item #12.

JOHNSTOWN, COLORADO VICINITY MAP



NOT TO SCALE

VICINITY MAP
DATE: OCT 2022
JOB NO. 1258.0004.00
SHEET 1 OF 1



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Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT C-1

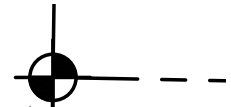
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

District Boundary Map - of Encore on 34 Metropolitan District No. 1

DISTRICT NO. 1 BOUNDARY

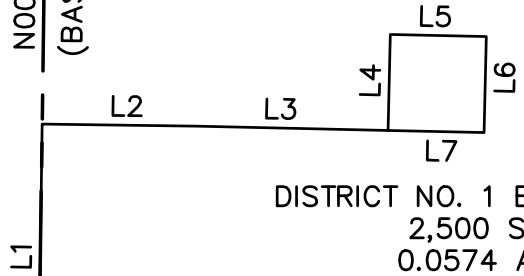
Item #12.

WEST QUARTER CORNER
SEC 12 T5N, R68W



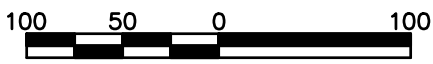
N00°48'14"E 2641.47'
(BASIS OF BEARINGS)

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	199.35	N0°48'14"E
L2	80.20	S89°11'46"E
L3	100.00	S88°43'39"E
L4	50.00	N1°16'21"E
L5	50.00	S88°43'39"E
L6	50.00	S1°16'21"W
L7	50.00	N88°43'39"W



DISTRICT NO. 1 BOUNDARY
2,500 SF
0.0574 AC

SOUTHWEST CORNER
SEC 12 T5N, R68W



scale 1"=100' feet

DISTRICT NO. 1 BOUNDARY
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 2



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Phone: 970.226.0557

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.1

EXHIBIT C-2

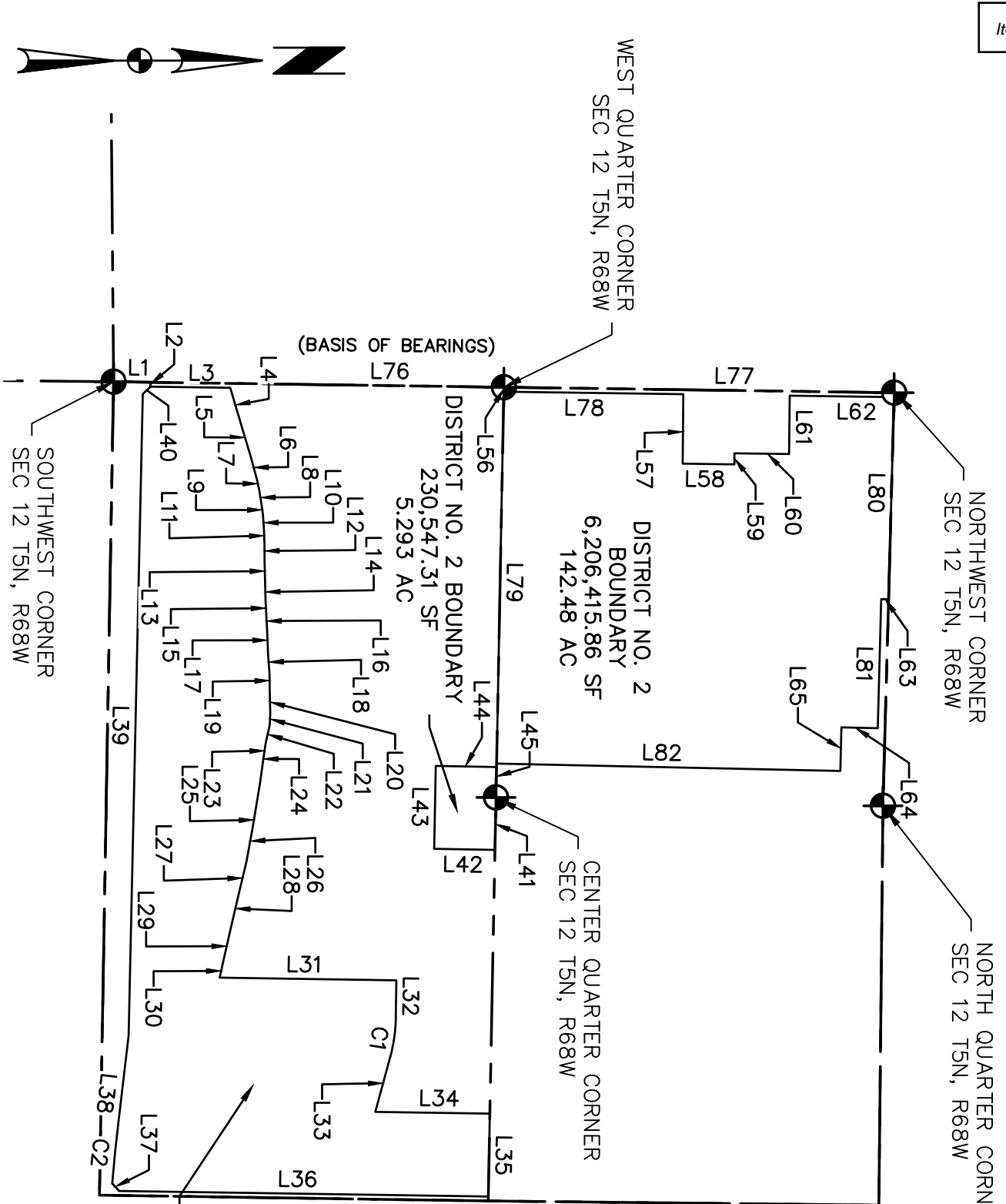
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

District Boundary Map - of Encore on 34 Metropolitan District No. 2

Item #12.

DISTRICT NO. 2 BOUNDARY

542



DISTRICT NO. 2 BOUNDARY
6,183,236.19 SF
141.95 AC

DISTRICT NO. 2 BOUNDARY
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 5

TST
TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

DISTRICT NO. 2 BOUNDARY

Item #12.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	249.75	N0°48'14"E
L2	30.00	S89°11'46"E
L3	540.13	N0°48'14"E
L4	289.84	N73°24'05"E
L5	193.92	N73°25'09"E
L6	159.82	N74°41'37"E
L7	73.70	N77°35'57"E
L8	106.43	N81°10'10"E
L9	67.60	N82°18'45"E
L10	101.34	N86°07'00"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L11	95.13	N87°49'15"E
L12	112.53	N89°33'51"E
L13	143.08	N88°43'57"E
L14	134.28	N88°39'06"E
L15	76.61	N86°57'18"E
L16	106.99	N86°51'02"E
L17	167.58	N87°40'54"E
L18	138.01	N85°40'41"E
L19	116.17	N89°30'23"E
L20	152.60	N88°38'30"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L21	75.86	S87°33'11"E
L22	129.03	S77°14'42"E
L23	81.52	S82°02'01"E
L24	188.05	S81°58'34"E
L25	321.49	S80°36'13"E
L26	217.36	S79°36'13"E
L27	207.76	S76°39'32"E
L28	250.12	S76°47'46"E
L29	256.48	S77°14'18"E
L30	92.22	S77°48'41"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L31	1195.51	N0°51'44"E
L32	251.90	S89°08'16"E
L33	387.28	S74°51'50"E
L34	775.00	N0°51'45"E
L35	561.00	S88°54'02"E
L36	2498.75	S0°51'45"W
L37	68.30	S47°45'00"W
L38	597.20	N83°16'09"W
L39	4342.30	N88°43'39"W
L40	71.00	N43°57'54"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L41	355.33	S88°54'02"E
L42	411.00	S1°06'45"W
L43	560.96	N88°53'47"W
L44	411.00	N1°06'45"E
L45	205.63	S88°53'21"E
L56	30.00	S88°53'21"E
L57	470.00	S89°26'18"E
L58	350.00	N0°48'14"E
L59	75.00	N89°26'18"W
L60	370.00	N0°48'14"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L61	395.00	N89°26'18"W
L62	706.08	N0°48'14"E
L63	49.87	S1°00'48"W
L64	245.30	S1°13'51"W
L65	295.16	S88°26'47"E
L66	30.00	S88°53'21"E
L67	470.00	S89°26'18"E
L68	350.00	N0°48'14"E
L69	75.00	N89°26'18"W
L70	370.00	N0°48'14"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L71	395.00	N89°26'18"W
L72	706.08	N0°48'14"E
L73	49.87	S1°00'48"W
L74	245.30	S1°13'51"W
L75	295.16	S88°26'47"E
L76	2641.47	N0°48'14"E
L77	2641.19	N0°48'13"E
L78	1214.88	N0°48'14"E
L79	2516.79	N88°53'21"W
L80	1367.71	S88°26'47"E

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1075.00'	267.81'	14°16'26"	N82°00'03"W	267.12'
C2	11334.20'	408.87'	2°04'01"	N84°18'10"W	408.85'

DISTRICT NO. 2 BOUNDARY
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 2 OF 5

TST TST, INC. CONSULTING ENGINEERS



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Phone: 970.226.0557

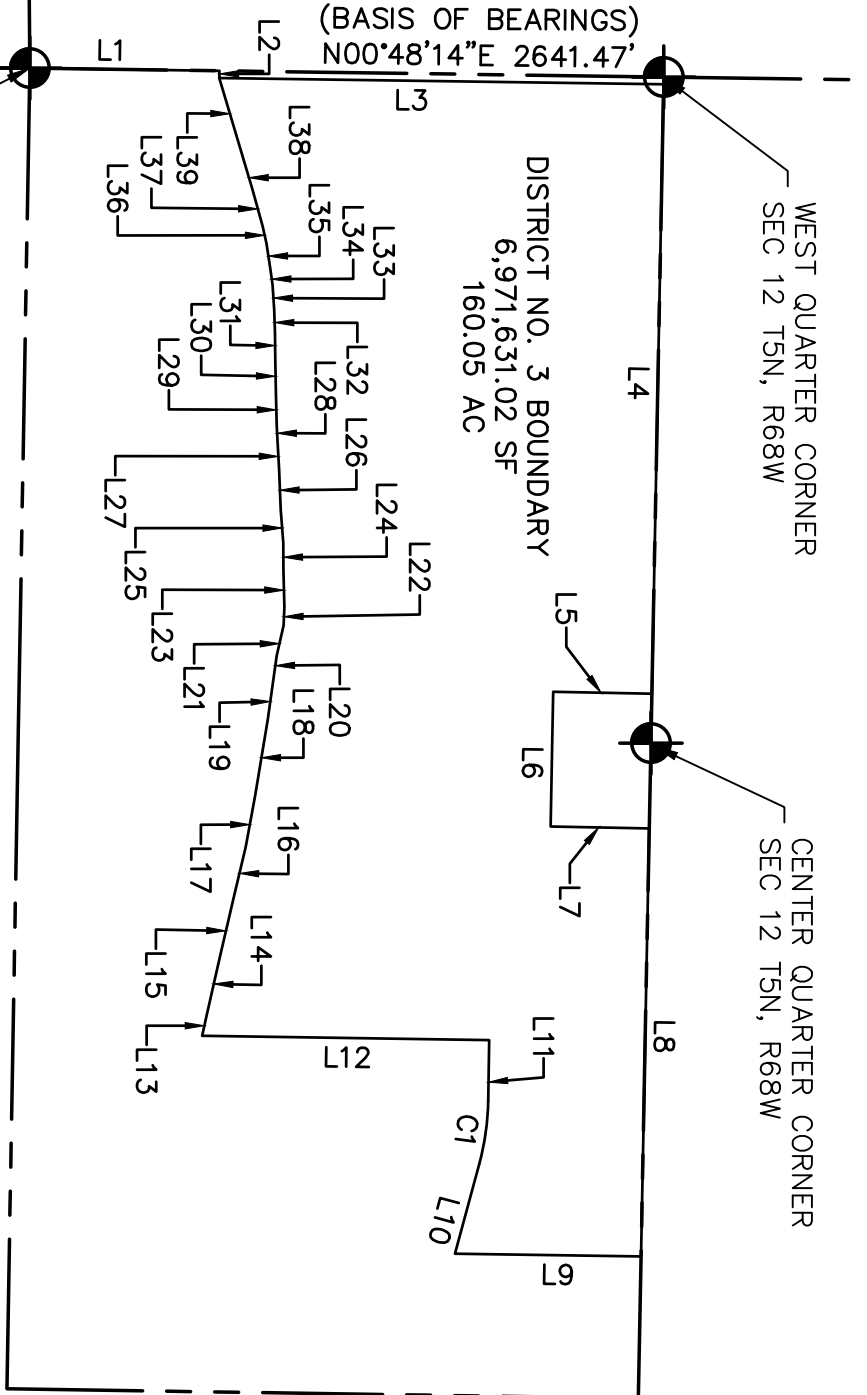
K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.2

EXHIBIT C-3

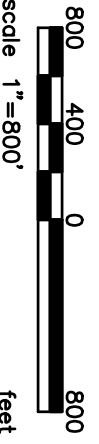
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

District Boundary Map - of Encore on 34 Metropolitan District No. 3

DISTRICT NO. 3 BOUNDARY



SOUTHWEST CORNER
SEC 12 T5N, R68W



DISTRICT NO. 3 BOUNDARY
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 4



TST, INC. CONSULTING ENGINEERS

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Fort Collins, Colorado
Phone: 970.226.0557

DISTRICT NO. 3 BOUNDARY

Item #12.

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	789.88	N0°48'14"E
L2	30.00	S89°11'46"E
L3	1851.42	N0°48'14"E
L4	2540.12	S88°53'21"E
L5	411.00	S1°06'45"W
L6	356.19	S88°54'02"E
L7	411.00	N1°06'45"E
L8	1784.19	S88°54'02"E
L9	775.00	S0°51'45"W
L10	387.28	N74°51'50"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L11	251.90	N89°08'16"W
L12	1195.51	S0°51'44"W
L13	92.22	N77°48'41"W
L14	256.48	N77°14'18"W
L15	250.12	N76°47'46"W
L16	207.76	N76°39'32"W
L17	217.36	N79°36'13"W
L18	321.49	N80°36'13"W
L19	188.05	N81°58'34"W
L20	81.52	N82°02'01"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L21	129.03	N77°14'42"W
L22	75.86	N87°33'11"W
L23	152.60	S88°38'30"W
L24	116.17	S89°30'23"W
L25	138.01	S85°40'41"W
L26	167.58	S87°40'54"W
L27	106.99	S86°51'20"W
L28	76.61	S86°57'18"W
L29	134.28	S88°39'06"W
L30	143.08	S88°43'57"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L31	112.53	S89°33'51"W
L32	95.13	S87°49'15"W
L33	101.34	S86°07'00"W
L34	67.60	S82°18'45"W
L35	106.43	S81°10'10"W
L36	73.70	S77°35'57"W
L37	159.82	S74°41'37"W
L38	193.92	S73°25'09"W
L39	289.84	S73°24'05"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	1074.99'	267.81'	14°16'26"	N82°00'03"W	267.12'

DISTRICT NO. 3 BOUNDARY
 DATE: OCTOBER 2022
 JOB NO. 1245.0001.00
 SHEET 2 OF 4



748 Whalers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557

EXHIBIT C-4

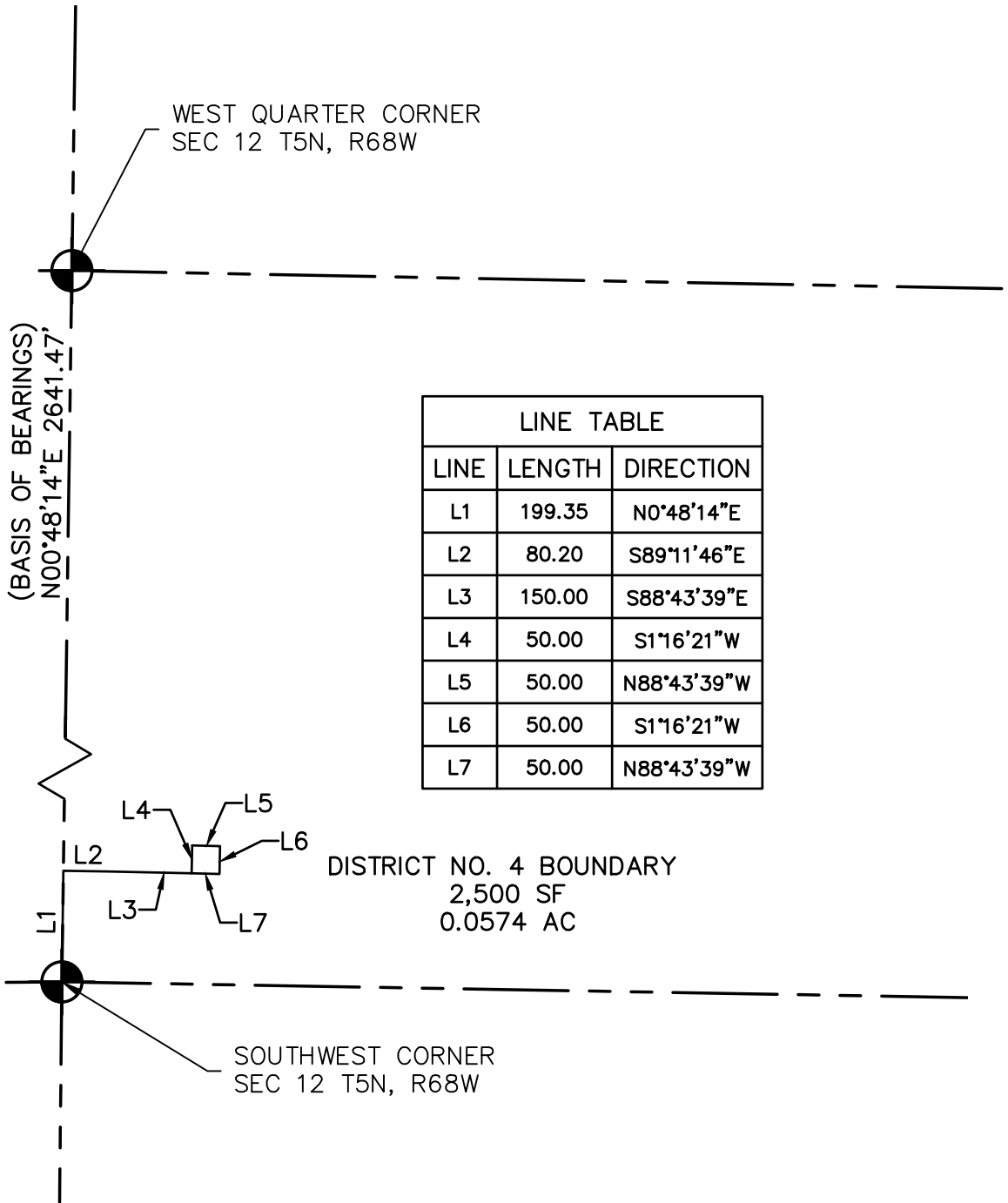
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Initial District Boundary Map - of Encore on 34 Metropolitan District No. 4

DISTRICT NO. 4 BOUNDARY

Item #12.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.4



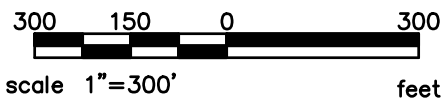
(BASIS OF BEARINGS)
 $N00^{\circ}48'14''E$ 2641.47'

WEST QUARTER CORNER
 SEC 12 T5N, R68W

SOUTHWEST CORNER
 SEC 12 T5N, R68W

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	199.35	$N0^{\circ}48'14''E$
L2	80.20	$S89^{\circ}11'46''E$
L3	150.00	$S88^{\circ}43'39''E$
L4	50.00	$S1^{\circ}16'21''W$
L5	50.00	$N88^{\circ}43'39''W$
L6	50.00	$S1^{\circ}16'21''W$
L7	50.00	$N88^{\circ}43'39''W$

DISTRICT NO. 4 BOUNDARY
 2,500 SF
 0.0574 AC



DISTRICT NO. 4 BOUNDARY
 DATE: DECEMBER 2022
 JOB NO. 1245.0001.00
 SHEET 1 OF 2



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 Phone: 970.226.0557

EXHIBIT C-5

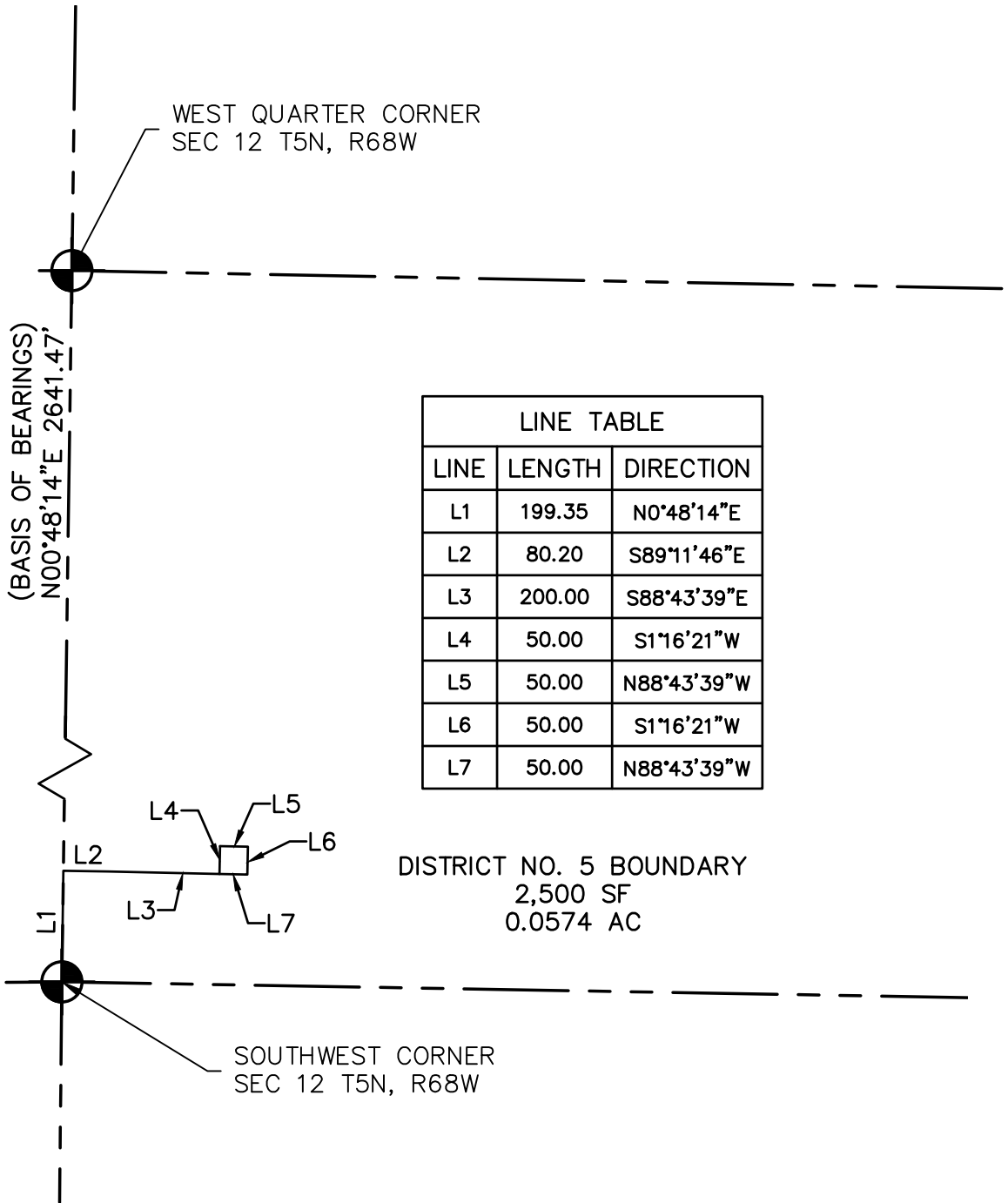
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Initial District Boundary Map - of Encore on 34 Metropolitan District No. 5

DISTRICT NO. 5 BOUNDARY

Item #12.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.5



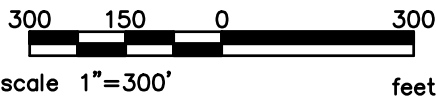
WEST QUARTER CORNER
SEC 12 T5N, R68W

(BASIS OF BEARINGS)
N00°48'14"E 2641.47'

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	199.35	N0°48'14"E
L2	80.20	S89°11'46"E
L3	200.00	S88°43'39"E
L4	50.00	S1°16'21"W
L5	50.00	N88°43'39"W
L6	50.00	S1°16'21"W
L7	50.00	N88°43'39"W

DISTRICT NO. 5 BOUNDARY
2,500 SF
0.0574 AC

SOUTHWEST CORNER
SEC 12 T5N, R68W



DISTRICT NO. 5 BOUNDARY
DATE: DECEMBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 2



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EXHIBIT C-6

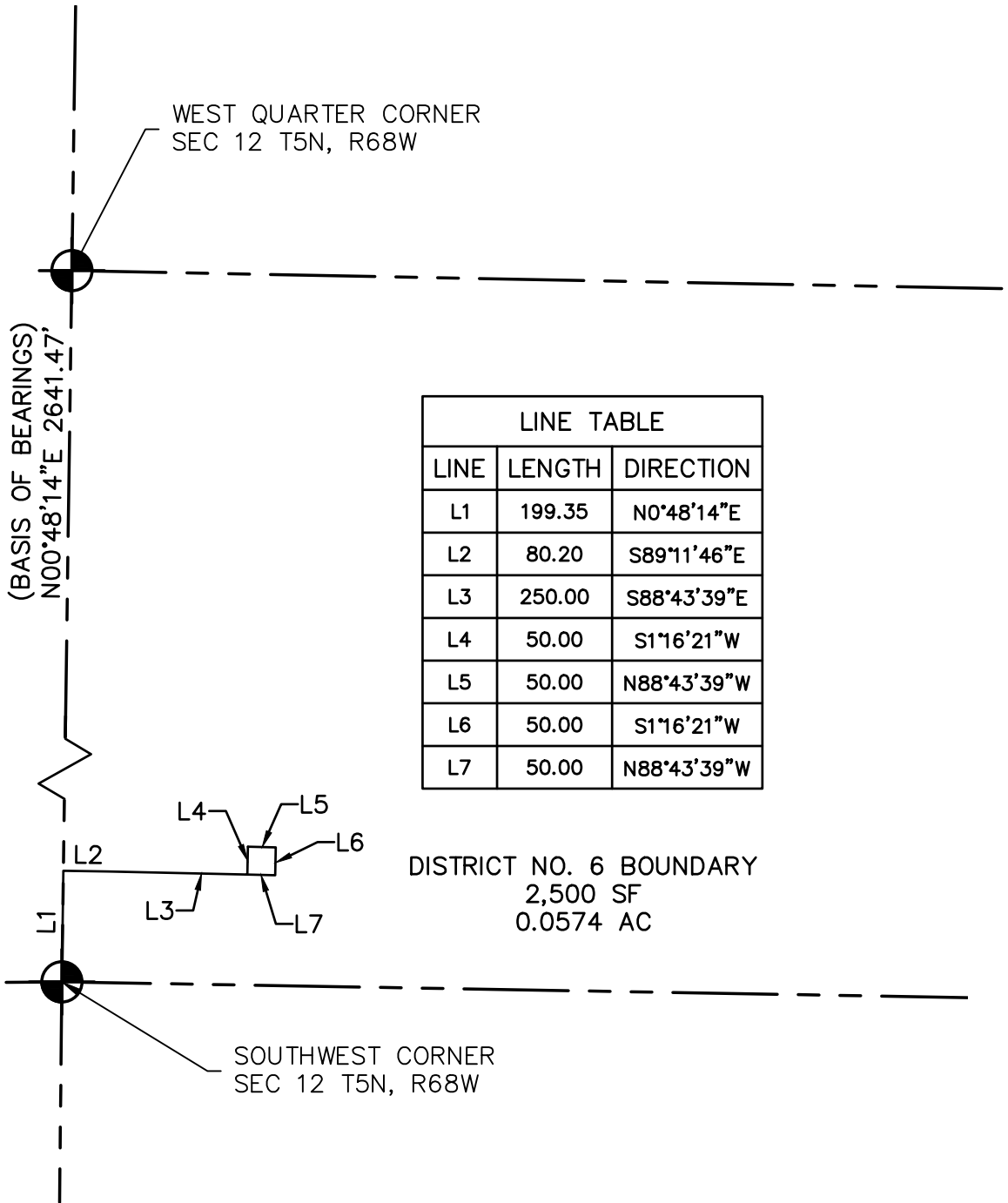
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Initial District Boundary Map - of Encore on 34 Metropolitan District No. 6

DISTRICT NO. 6 BOUNDARY

Item #12.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.6



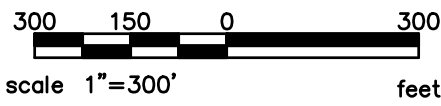
(BASIS OF BEARINGS)
 $N00^{\circ}48'14''E$ 2641.47'

WEST QUARTER CORNER
 SEC 12 T5N, R68W

SOUTHWEST CORNER
 SEC 12 T5N, R68W

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	199.35	$N0^{\circ}48'14''E$
L2	80.20	$S89^{\circ}11'46''E$
L3	250.00	$S88^{\circ}43'39''E$
L4	50.00	$S1^{\circ}16'21''W$
L5	50.00	$N88^{\circ}43'39''W$
L6	50.00	$S1^{\circ}16'21''W$
L7	50.00	$N88^{\circ}43'39''W$

DISTRICT NO. 6 BOUNDARY
 2,500 SF
 0.0574 AC



DISTRICT NO. 6 BOUNDARY
 DATE: DECEMBER 2022
 JOB NO. 1245.0001.00
 SHEET 1 OF 2



748 Whalers Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.226.0557

EXHIBIT C-7

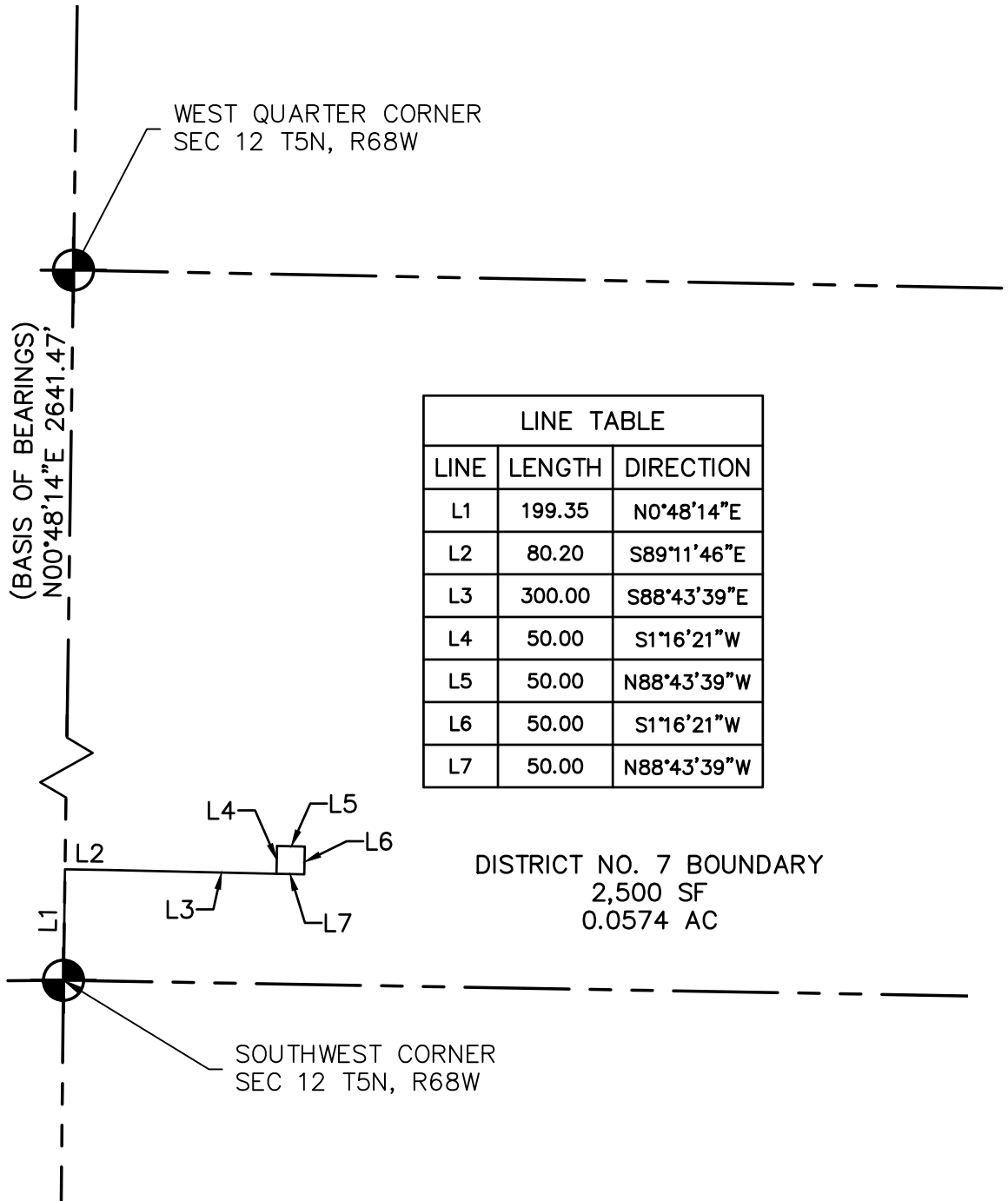
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Initial District Boundary Map - of Encore on 34 Metropolitan District No. 7

DISTRICT NO. 7 BOUNDARY

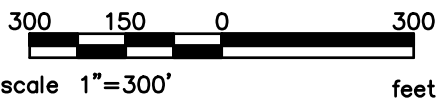
Item #12.

K:\1245\0001\Major Infrastructure\05 Drawings\Exhibits\Service Plan Documents for Eve\DISTRICT BOUNDARY NO.7



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	199.35	N0°48'14"E
L2	80.20	S89°11'46"E
L3	300.00	S88°43'39"E
L4	50.00	S1°16'21"W
L5	50.00	N88°43'39"W
L6	50.00	S1°16'21"W
L7	50.00	N88°43'39"W

DISTRICT NO. 7 BOUNDARY
2,500 SF
0.0574 AC



DISTRICT NO. 7 BOUNDARY
DATE: DECEMBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 2



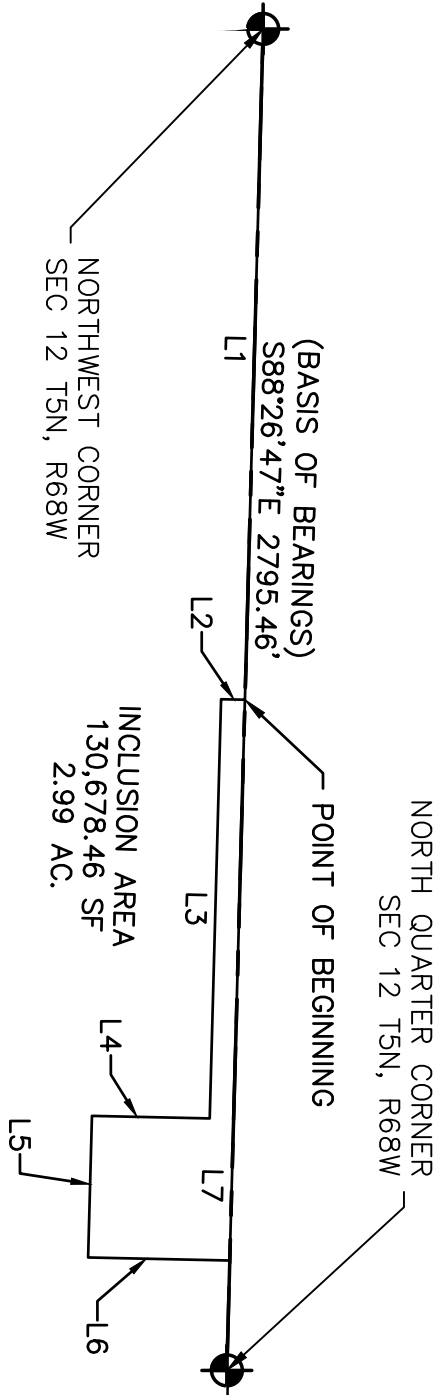
748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT C-8

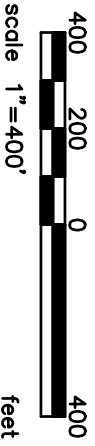
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Inclusion Area Boundary Map

INCLUSION AREA



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	1397.72	S88°26'47"E
L2	49.87	S1°00'48"W
L3	873.44	S88°26'47"E
L4	245.30	S1°13'51"W
L5	295.16	S88°26'47"E
L6	295.17	N1°13'51"E
L7	1168.79	N88°26'47"W



INCLUSION AREA
DATE: OCTOBER 2022
JOB NO. 1245.0001.00
SHEET 1 OF 2



TST, INC. CONSULTING ENGINEERS

748 Whalers Way, Suite 200
Fort Collins, Colorado
Phone: 970.226.0557

EXHIBIT C-9

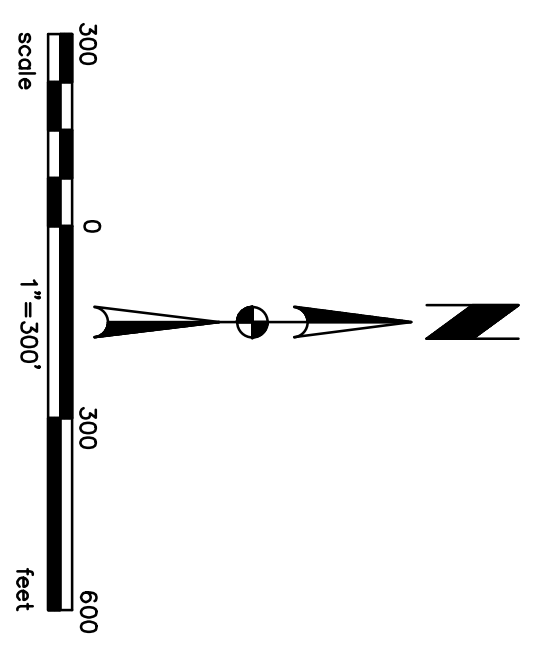
SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Overall Boundary Map

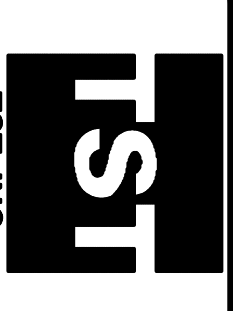


LEGEND

	DISTRICT NO. 1 BOUNDARY
	DISTRICT NO. 2 BOUNDARY
	DISTRICT NO. 3 BOUNDARY



ENCORE METRO DISTRICT
METRO EXHIBIT



TST, INC.
CONSULTING ENGINEERS
748 Wheeler Way
Suite 100
Colorado, 80525
Phone: 970.228.0587
JOB NO. 1246.0001.00

SCALE: 1" = 300'
DATE: AUGUST 2022
SHEET: 1 of 1

REVISIONS	
DATE	DESCRIPTION

DRAWN	STE
CHECKED	JFS
DESIGNED	JFS
FRAME	20230718 Encore Metro

EXHIBIT C-10

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Consent of Owner (District Nos. 4-7)

July 19, 2023

Town of Johnstown
c/o Carolyn R. Steffl, Esq., Special Counsel
Dietze and Davis, P.C.
2060 Broadway, Suite 400
Boulder, CO 80302

RE: Proposed Encore on 34 Metropolitan District Nos. 4-7 (the “Districts”)

Dear Ms. Steffl:

Encore HoldCo, LLC, a Colorado limited liability company (the “**Property Owner**”), is the owner of the property described in **Exhibit A**, which property constitutes the entirety of the territory proposed for inclusion within the boundaries of the proposed Districts. The purpose of this letter is to advise the Town of Johnstown that the Property Owner consents to the organization of the Districts.

ENCORE HOLDCO, LLC, a Colorado
limited liability company



Roy Bade

Printed Name

Chief Development Officer

Title

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 200.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL

MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 250.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

EXHIBIT D

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-9

Intergovernmental Agreement between the Districts and Johnstown

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF JOHNSTOWN, COLORADO
AND
ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into as of this ___ day of _____, _____, by and between the TOWN OF JOHNSTOWN, a municipal corporation of the State of Colorado (“Town”), and ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7, quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”). The Town and the Districts are collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Districts were organized to provide those services and to exercise powers as are more specifically set forth in the Districts’ Service Plan approved by the Town on October 6, 2014 (“Original Service Plan”); and

WHEREAS, the Town and the Encore on 34 Metropolitan District Nos. 1-3 previously executed that certain Intergovernmental Agreement, as contemplated by the Original Service Plan, on December 15, 2014 (“Prior Agreement”); and

WHEREAS, the Town approved the Amended and Restated Service Plan of the Districts on _____ (“Service Plan”); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the Town and the Districts; and

WHEREAS, the Town and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (“Agreement”), which supersedes and replaces the Original Agreement in its entirety.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Operations and Maintenance Limitation. The Districts shall only operate and maintain those Public Improvements that are not accepted for ownership, operations and maintenance by the Town or other appropriate entity in a manner consistent with the Approved Development Plan and other rules and regulations of the Town and the Town Code.
2. Trails and Amenities. The Districts may own, operate and maintain trails and related amenities within the Districts. All parks and trails shall be open to the general public, including Town residents who do not reside in the Districts, free of

charge. Any fee imposed by the Districts for access to recreation improvements owned by the Districts, other than parks and trails, shall not result in Town residents who reside outside the Districts paying a user fee that is greater than, or otherwise disproportionate to, amounts paid by residents of the Districts and shall not result in the Districts' residents subsidizing the use by non-Districts' residents. The Districts shall be entitled to impose a reasonable administrative fee to cover additional expenses associated with use of District recreational improvements, other than parks and trails, by Town residents who do not reside in the Districts to ensure that such use is not subsidized by the Districts' residents.

3. Fire Protection, Ambulance and Emergency Services Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain fire protection facilities or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. The authority to plan for, design, acquire, construct, install, relocate, redevelop or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision. The Districts shall not be authorized to provide for ambulance or emergency medical services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

4. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

5. Telecommunication Facilities. The Districts agree that no telecommunication facilities owned, operated or otherwise allowed by the Districts shall affect the ability of the Town to expand its public safety telecommunication facilities or impair the Town's existing telecommunication facilities.

6. Solid Waste Collection Limitation. The Districts shall not provide for collection and transportation of solid waste, other than waste generated by the activities of the Districts, unless such services are provided pursuant to an intergovernmental agreement with the Town.

7. Transportation Limitation. The Districts shall not provide transportation services unless such services are provided pursuant to an intergovernmental agreement with the Town; however, nothing in this subsection shall prohibit the Districts from providing streets and traffic and safety control services.

8. New Powers. If, after the Service Plan is approved, the Colorado General Assembly grants new or broader powers for metropolitan districts, to the extent permitted by law, any or all such powers shall be deemed to be a part hereof and

available to be exercised by the Districts only following written approval by the Town, subject to the Town's sole discretion

9. Construction Standards Limitation. The Districts shall ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the Town and of other governmental entities having proper jurisdiction, unless otherwise approved by the Town or such other governmental entities. The Districts shall obtain the Town's approval of civil engineering plans and applicable permits for construction and installation of Public Improvements prior to performing such work.

10. Zoning and Land Use Requirements; Sales and Use Tax. The Districts shall be subject to all of the Town's zoning, subdivision, building code and other land use requirements. The District shall not exercise any exemption from Town sales or use tax, whether directly or indirectly.

11. Growth Limitations. The Districts agree that the Town shall not be limited in implementing Town Council or voter approved growth limitations, even though such actions may reduce or delay development within the Districts and the realization of Districts' revenue.

12. Conveyance. The Districts agree to convey to the Town, at no expense to the Town and upon written notification from the Town, any real property owned by the Districts that is necessary, in the Town's sole discretion, for any Town capital improvement projects for transportation, utilities or drainage. The Districts shall, at no expense to the Town and upon written notification from the Town, transfer to the Town all rights-of-way, fee interests and easements owned by the Districts that the Town determines are necessary for access to and operation and maintenance of the Public Improvements to be owned, operated and maintained by the Town, consistent with an Approved Development Plan.

13. Privately Placed Debt Limitation. Prior to the issuance of any Privately Placed Debt, including but not limited to any Developer Debt, the Districts shall obtain the certification of an External Financial Advisor approved by the Town, in form substantially as follows:

We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.

We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

Prior to the issuance of any Privately Placed Debt to a Director of the District or to an entity with respect to which a Director of the District must make disclosure under Section 24-18-109, C.R.S., the District issuing such Privately Placed Debt shall also obtain the certification of an External Financial Advisor in form substantially as follows:

[We are/I am] an External Financial Advisor within the meaning of the District's Service Plan.

[We/I] certify that the interest rate of such debt does not exceed the lesser of (1) the Municipal Market Data "AAA" General Obligation, Thirty-Year Constant Maturity, or successor index if replaced, plus four hundred basis points, as of the seventh business day prior to the date of issuance of such Debt; or (2) the current market interest rate for the debt based on criteria determined by [me/us] including the structure of the debt, the maturities, redemption provisions, the revenue pledged for repayment, and other terms of the debt, considering the financial circumstances of the District.

Within ten (10) days subsequent to the issuance of Privately Placed Debt, the Districts shall provide the Town with copies of the relevant Debt documents, the External Financial Advisor Certification and the Bond Counsel Opinion addressed to the Districts and the Town regarding the issuance of the Debt.

14. Inclusion Limitation. The Districts may include all or a portion of the property within the Inclusion Area Boundaries only after approval by the Town of an Approved Development Plan applicable to the property to be included and shall provide written notice to the Town of all such inclusions concurrently therewith. The Districts shall not include within their boundaries any property outside the Inclusion Area Boundaries without the prior approval of Town Council. The Districts shall only include within its boundaries property that has been annexed to the Town and no portion of any of the Districts shall ever consist of property not within the Town's corporate boundaries.

15. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate Debt mill levies within the overlapping Districts will not at any time exceed the lesser of the Maximum Debt Mill Levy that applies to either of the overlapping Districts. To the extent that the Overlay Operations District overlaps with any District, the maximum aggregate Operations and Maintenance Mill levy imposed on the property within the overlapping boundaries shall not exceed that which is set forth in Section VI.C.5. of the Service Plan.

16. Debt Limitation. Unless otherwise approved by separate intergovernmental agreement or an amendment to this Agreement, on or before the effective date of approval by the Town Council of an Approved Development Plan, the Districts shall not: (a) issue any Debt; (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; or (c) impose and collect any Development Fees, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with

the Town. The Town has previously approved the Outline Development Plan for Encore Johnstown on December 13, 2021, which constitutes an Approved Development Plan.

17. Maximum Debt Authorization. The Districts shall not issue Debt in excess of One Hundred Twenty-Five Million Dollars (\$125,000,000). Refunded Debt, wherein the initial debt issuance counted toward the Maximum Debt Authorization, and Debt in the form of an intergovernmental agreement between one or more of the Districts shall not count against the Maximum Debt Authorization set forth herein.

18. Recurring Fee Limitation. The Districts may impose and collect Recurring Fees for administrative, operations and maintenance expenses related to services, programs or facilities furnished by the Districts. Any Recurring Fees for administrative, operations and maintenance expenses not specifically set forth in the Financial Plan, including a subsequent increase in such Recurring Fees, shall be subject to review and approval by the Town, either administratively or by formal action of Town Council, at the discretion of the Town Manager. Notwithstanding the foregoing, the Districts may increase Recurring Fees by up to 3% per year to keep pace with rising labor and material costs without the need for additional Town approval. If the Town does not respond to a request for the imposition of the Recurring Fee or an increase in such Recurring Fee within forty-five (45) days of receipt of a written request from the Districts, the Town shall be deemed to have approved the ability of the Districts to impose or increase the Recurring Fee as described in the request. Any Recurring Fees imposed or increased for operation and maintenance expenses without approval as set forth herein shall constitute a material departure from the Service Plan. The revenue from a Recurring Fee shall not be used to pay for Debt.

19. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds or other funds available from or through governmental or non-profit entities for which the Town is eligible to apply, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

20. Consolidation Limitation. The Districts shall not file a request with any Court to consolidate with another Title 32 district without the prior approval of Town Council, unless such consolidation is with one of the other Districts.

21. Public Improvement Fee Limitation. The Districts shall not collect, receive, spend or pledge to any Debt or use to pay for operations and maintenance services, any fee, assessment, tax or charge which is collected by a retailer in the Districts on the sale of goods or services by such retailer and which is measured by the sales price of such goods or services, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

22. Bankruptcy Limitation. It is expressly intended that all of the limitations contained in this Service Plan, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Recurring Fees, that have been established under the authority of the Town to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S.:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent an amendment to the Service Plan; and

(b) Are, together with all other requirements of Colorado law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

The filing of any bankruptcy petition by the Districts shall constitute, simultaneously with such filing, a material departure of the express terms of this Service Plan, and thus an express violation of the approval of this Service Plan.

23. Water Rights/Resources Limitation. The Districts shall not acquire, own, manage, adjudicate or develop water rights or resources, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Provided however that nothing herein shall prohibit the Districts from reimbursing the Developer for the costs of raw water dedicated to the Town on the conditions that: (a) all raw water that the Districts purchase from the Developer or for which the Districts reimburse Developer shall be used to meet water dedication requirements for development within the Service Area; (b) the Districts shall require the Developer to dedicate a sufficient amount of raw water to the Town for each phase of the development of the Project as required by the Johnstown Municipal Code; and (c) the District’s reimbursement to the Developer shall not exceed the amount of the Developer’s actual cost for the purchase of the raw water, subject to cost verification report per Section V.A.30. Prior to use of the water for the potable or non-potable needs of the development, the raw water may be leased, subject to any legal limitations.

24. Eminent Domain Limitation. Absent the prior written approval of the Town, the Districts shall not exercise their statutory power of eminent domain or dominant eminent domain for the purpose of condemning property outside of the Service Area. Additional approval from the Town shall not be required prior to the Districts’ exercise of their statutory power of eminent domain or dominant eminent domain with respect to property within the Service Area, except that, absent approval of the Town, the Districts may not exercise their statutory power of eminent domain or dominant eminent domain with respect to property in the Inclusion Area Boundaries until such property is included in the Districts’ boundaries. In no event shall the Districts exercise their statutory power of dominant eminent domain to condemn property owned by the Town.

25. Covenant Enforcement and Design Review Services. The Districts shall have the power, but not the obligation, to provide Covenant Enforcement and Design Review Services within the Districts in accordance with the Colorado Statutes as they are amended from time to time. The Town shall not bear any responsibility for Covenant Enforcement and Design Review Services within the boundaries of the Districts. The Town's architectural control, design review and other zoning, land use, development, design and other controls are separate requirements that must be met in addition to any similar controls or services undertaken by the Districts.

26. Special Improvement Districts. The District shall not be entitled to create a special improvement district pursuant to Section 32-1-1101.7, C.R.S., except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

27. Reimbursement Agreement with Adjacent Landowners. If the Districts utilize reimbursement agreements to obtain reimbursements from adjacent landowners for costs of improvements that benefit the third-party landowners, such agreements shall be in accordance with the Town Code and subject to prior written approval of the Town Council. Any and all resulting reimbursements received for such improvement shall be used to re-pay the cost of the Public Improvement that is the subject of the reimbursement agreement or shall be deposited in the District's debt service fund and used for the purpose of retiring Debt. The District shall maintain an accurate accounting of the funds received and disbursed pursuant to reimbursement agreements.

28. Land Purchase Limitation. Proceeds from the sale of Debt and other revenue of the Districts shall not be used to pay the Developer for the acquisition from the Developer of any real property, easements or other interests required to be dedicated to another governmental entity for public use by annexation agreements, Approved Development Plans, the Town Code or other development requirements, except pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town. Examples of ineligible reimbursements include, but are not limited to: the acquisition of rights of way, easements, land for public drainage, parkland, or open space, unless separate consent is given by resolution of the Town Council or pursuant to an amendment to this Agreement or a subsequent intergovernmental agreement with the Town.

29. Developer Reimbursement of Public Improvement Related Costs. Prior to the reimbursement to the Developer for costs incurred in the organization of the Districts, or for funds expended on the Districts behalf related to the Public Improvements or for the acquisition of any part of the Public Improvements, the Districts shall receive: a) the report of an engineer retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such engineer's professional opinion, the reimbursement for the costs of the Public Improvements that are the subject of the reimbursement or acquisition, including the construction costs and the soft costs, but excluding the accounting and legal

fees, are, in such engineer's opinion, reasonable and are related to the provision of the Public Improvements or are related to the Districts' organization; and b) the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement for the accounting and legal fees that are the subject of the reimbursement or acquisition, are, in such accountants opinion, reasonable and related to the Public Improvements or the Districts' organization. Upon request, the Districts shall provide the reports to the Town.

30. Developer Reimbursement of Administration, Operations and Maintenance Related Costs. Prior to the reimbursement to the Developer for costs incurred or for funds expended on behalf of the Districts related to the administration of the Districts or the operation and maintenance of the Public Improvements, the Districts shall receive the report of an accountant retained by the Districts, independent of the Developer and licensed in Colorado, verifying that, in such accountant's professional opinion, the reimbursement of the funds advanced for such administration, operations or maintenance costs, are, in such accountant's opinion, receivable and related to the administration, operations or maintenance of the Districts or the Public Improvements. Upon request, the Districts shall provide the report to the Town.

31. Board Meetings and Website Limitations. Once an End User owns property in the Service Area, the Districts' Board meeting(s) shall be conducted within the boundaries of the Town of Johnstown. The Districts shall establish and maintain a public website and the Districts' website shall include the name of the Project or a name that allows residents of the community and the Districts to readily locate the Districts online and shall also include an updated street map for those properties within the Service Area that have constructed streets that are open for public use. In addition, the Districts shall post a copy of each call for nominations, required pursuant to Section 1-13.5-501, C.R.S., on the Districts' website.

32. Financial Review. The Town shall be permitted to conduct periodic reviews of the financial powers of the Districts in the Service Plan in the manner and form provided in Section 32-1-1101.5, C.R.S. As provided in the statute, the Town may conduct the first financial review in fifth calendar year after the calendar year in which a special district's ballot issue to incur general obligation indebtedness was approved by its electors. After such fifth calendar year and notwithstanding the provisions of the statute, the Town may conduct the financial review at any time, by providing sixty (60) days written notice to the Districts, except that the Town may not conduct a financial review within sixty (60) months of the completion of its most recent financial review. The Town's procedures for conducting a financial review under this Paragraph, and the remedies available to the Town as a result of such financial review, shall be identical to those provided for in Section 32-1-1101.5(2), C.R.S. The Districts shall be responsible for payment of the Town's consultant and legal and administrative costs associated with such review, and the Town may require a deposit of the estimated costs thereof.

33. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in this Service Plan shall be deemed to be material modifications to this Service Plan and the Town shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts, including the remedy of enjoining the issuance of additional authorized but unissued debt, until such material modification is remedied.

34. Maximum Debt Mill Levy. The Maximum Debt Mill Levy shall be maximum mill levy the Districts are permitted to impose for payment of Debt and includes, as appropriate, the Maximum Commercial Debt Mill Levy and the Maximum Residential Debt Mill Levy, and shall be determined as follows:

(a) Maximum Commercial Debt Mill Levy. The Maximum Commercial Debt Mill Levy shall be fifty (50) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Commercial District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Commercial Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(b) Maximum Residential Debt Mill Levy. The Maximum Residential Debt Mill Levy shall be forty (40) mills subject to an Assessment Rate Adjustment, if applicable. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Residential District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Residential District are End Users, and such Residential District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

(c) Maximum Mixed-Use Debt Mill Levy. The Maximum Residential Debt Mill Levy shall apply to any Mixed-Use District; provided however, that if the inclusion of the Residential Property and the Commercial Property into a Mixed Use District is approved by the Town in an intergovernmental agreement that is approved by Town Council and is separate from this Intergovernmental Agreement, then the Maximum Commercial Debt Mill Levy may be applied within a Mixed-Use District. For the portion of any aggregate Debt which is equal to or less than fifty percent (50%) of the Mixed-Use District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Residential Debt Mill Levy if a majority of the Board of the Mixed-Use District are End Users, and such Mixed-Use District Board authorizes such a Maximum Residential Mill Levy "roll-off" through the issuance of Debt or refunding thereof, and, as a result, the mill levy may be such amount as is necessary to pay the Debt service on such Debt, without limitation of rate.

35. Maximum Operations and Maintenance Mill Levy. The Operations and Maintenance Mill Levy shall be a mill levy the Districts are permitted to impose for payment of the Districts' administrative, operations and maintenance costs,

which shall include, but not be limited to, the funding of operating reserves and sufficient ending fund balances to assure sufficient cash flow to fund expenses as they come due. The maximum Operations and Maintenance Mill Levy of a District shall be ten (10) mills and shall at all times not exceed the maximum mill levy necessary to pay those expenses. If a majority of the Board of Directors of a District are End Users, such Board may eliminate the maximum Operations and Maintenance Mill Levy upon written notice and approval of the Town, which shall not be unreasonably withheld.

36. Subdistricts. To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term “District” as used herein shall be deemed to refer to each District and to each such subdistrict separately, so that each of the subdistricts shall be treated as a separate, independent district for purposes of the application of this definition.

37. Mill Levy Imposition Term.

(a) Developer Debt shall expire and be forgiven twenty (20) years after the date of the initial imposition by the Districts of an ad valorem property tax to pay any Debt, except as otherwise provided in an amendment of this Agreement or subsequent intergovernmental agreement with the Town approved by resolution of the Town Council. Refunding Bonds shall not be subject to this Developer Debt Mill Levy Imposition Term so long as such Refunding Bonds are not owned by the Developer or by a party related, directly or indirectly, to the Developer. Developer Debt shall not have any call protection.

(b) Maximum Debt Mill Levy Imposition Term: In addition to the Developer Debt Mill Levy Imposition Term, a Residential District or Mixed Use District shall not impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment of Debt) on any single property developed for residential uses after forty (40) years from the year of the initial imposition of such mill levy unless a majority of the Directors on the Board of the District imposing the mill levy are End Users and have voted in favor of a refunding of a part or all of the Debt for a term exceeding the Maximum Debt Mill Levy Imposition Term and such refunding will result in a net present value savings as set forth in Section 11-56-101, C.R.S., et seq.

38. Dissolution. Upon a determination of the Town Council that the purposes for which the Districts were created have been accomplished, the Districts agree to file petitions in the District Court for dissolution, pursuant to the applicable State statutes. Dissolution shall not occur until the Districts have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

39. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally

recognized overnight air courier service, or by depositing same in the United States mail, certified mail, postage prepaid, addressed as follows:

To the Districts: Encore at 34 Metropolitan District Nos. 1-7
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Blvd.
 Loveland, CO 80537
 Attention: Ryan Abbott
 (970) 669-3611 (phone)
 (970) 669-3612 (fax)
 ryana@pcgi.com

With copy to: WHITE BEAR ANKELE TANAKA & WALDRON
 Attorneys at Law
 2154 East Commons Avenue, Suite 2000
 Centennial, Colorado 80122
 Attention: Robert G. Rogers, Esq.
 (303) 858-1800 (phone)
 (303) 858-1801 (fax)
 rrogers@wbapc.com

To the Town: Attn: Town Manager
 Town of Johnstown
 223 1st Street
 Johnstown, CO 80615
 Phone: (970) 454-3338

With copy to: Attn: Town Attorney
 Town of Johnstown
 1437 N. Denver Avenue, # 330
 Loveland, Colorado 80538
 Phone: (970) 419-8226

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

40. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

41. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably

withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

42. Default/Remedies. Upon the occurrence of any event of breach or default by either Party, the non-defaulting party shall provide written notice to the other Party. The defaulting Party shall immediately proceed to cure or remedy such breach or default, and in any event, such breach or default shall be cured within fifteen (15) days after receipt of the notice. Following the cure period in the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available by law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees, to the extent permitted by law.

43. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado and venue shall be in Weld County.

44. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

45. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

46. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the Town any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the Town shall be for the sole and exclusive benefit of the Districts and the Town.

47. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

48. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

49. No Liability of Town. The Town has no obligation whatsoever to construct any improvements that the Districts are required to construct, or pay any debt or liability of the Districts, including any Bonds.

50. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

51. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

ENCORE ON 34 METROPOLITAN
DISTRICT NOS. 1-7

By: _____
President

Attest:

Secretary

TOWN OF JOHNSTOWN, COLORADO

By: _____
_____, Mayor

Attest:

By: _____
_____, Town Clerk

APPROVED AS TO FORM: _____

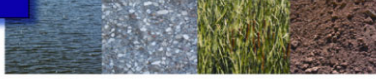
EXHIBIT E

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Capital Plan



TST, INC. CONSULTING ENGINEERS

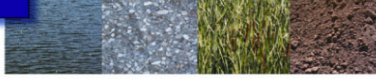


CONCEPTUAL OPINION OF COST

PROJECT:		JOB NO.	DATE:	BY:	
ENCORE ON 34 MAJOR INFRASTRUCTURE		1245.0001.00	12/8/2022	STE	
No.	Item	Quantity	Units	Unit Cost	Total
PUBLIC IMPROVEMENTS - RESIDENTIAL					
MISCELLANEOUS (Mobilization, Construction Staking/Survey, Etc)					\$2,000,000
GRADING/EROSION CONTROL					\$884,000
SANITARY SEWER					\$5,878,500
WATER DISTRIBUTION SYSTEM					\$7,358,000
STORM SYSTEM					\$2,698,600
STREET					\$20,450,000
LANDSCAPING					\$11,100,000
Additional Costs					
				Total Cost Residential	\$50,369,100
				Contingency (20% of Costs)	\$10,073,820
				Engineering / Survey / C. M. (15% of Costs)	\$7,555,365
Total Residential Infrastructure Cost					
					\$67,998,285



TST, INC. CONSULTING ENGINEERS

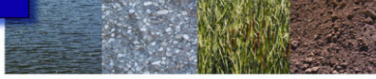


CONCEPTUAL OPINION OF COST

PROJECT:		JOB NO.	DATE:	BY:	
ENCORE ON 34 MAJOR INFRASTRUCTURE		1245.0001.00	12/8/2022	STE	
No.	Item	Quantity	Units	Unit Cost	Total
PUBLIC IMPROVEMENTS - COMMERCIAL					
MISCELLANEOUS (Mobilization, Construction Staking/Survey, Etc)					\$2,000,000
GRADING/EROSION CONTROL					\$1,920,000
SANITARY SEWER					\$535,000
WATER DISTRIBUTION SYSTEM					\$1,547,000
STORM SYSTEM					\$4,767,000
STREET					\$11,225,000
Additional Costs					
				Total Cost Commercial	\$21,994,000
				Contingency (20% of Costs)	\$4,398,800
				Engineering / Survey / C. M. (15% of Costs)	\$3,299,100
Total Commercial Infrastructure Cost					
					\$29,691,900



TST, INC. CONSULTING ENGINEERS



CONCEPTUAL OPINION OF COST

PROJECT:		JOB NO.	DATE:	BY:	
ENCORE ON 34 MAJOR INFRASTRUCTURE		1245.0001.00	12/8/2022	STE	
No.	Item	Quantity	Units	Unit Cost	Total
PUBLIC IMPROVEMENTS - OFFSITE					
MISCELLANEOUS (Mobilization, Construction Staking/Survey, Etc)					\$2,000,000
GRADING/EROSION CONTROL					\$1,388,800
SANITARY SEWER					\$2,115,000
WATER DISTRIBUTION SYSTEM					\$470,000
STORM SYSTEM					\$450,000
STREET					\$22,600,000
Additional Costs					
				Total Cost Commercial	\$29,023,800
				Contingency (20% of Costs)	\$5,804,760
				Engineering / Survey / C. M. (15% of Costs)	\$4,353,570
Total Commercial Infrastructure Cost					
					\$39,182,130
Total Infrastructure Cost					
					\$136,872,315

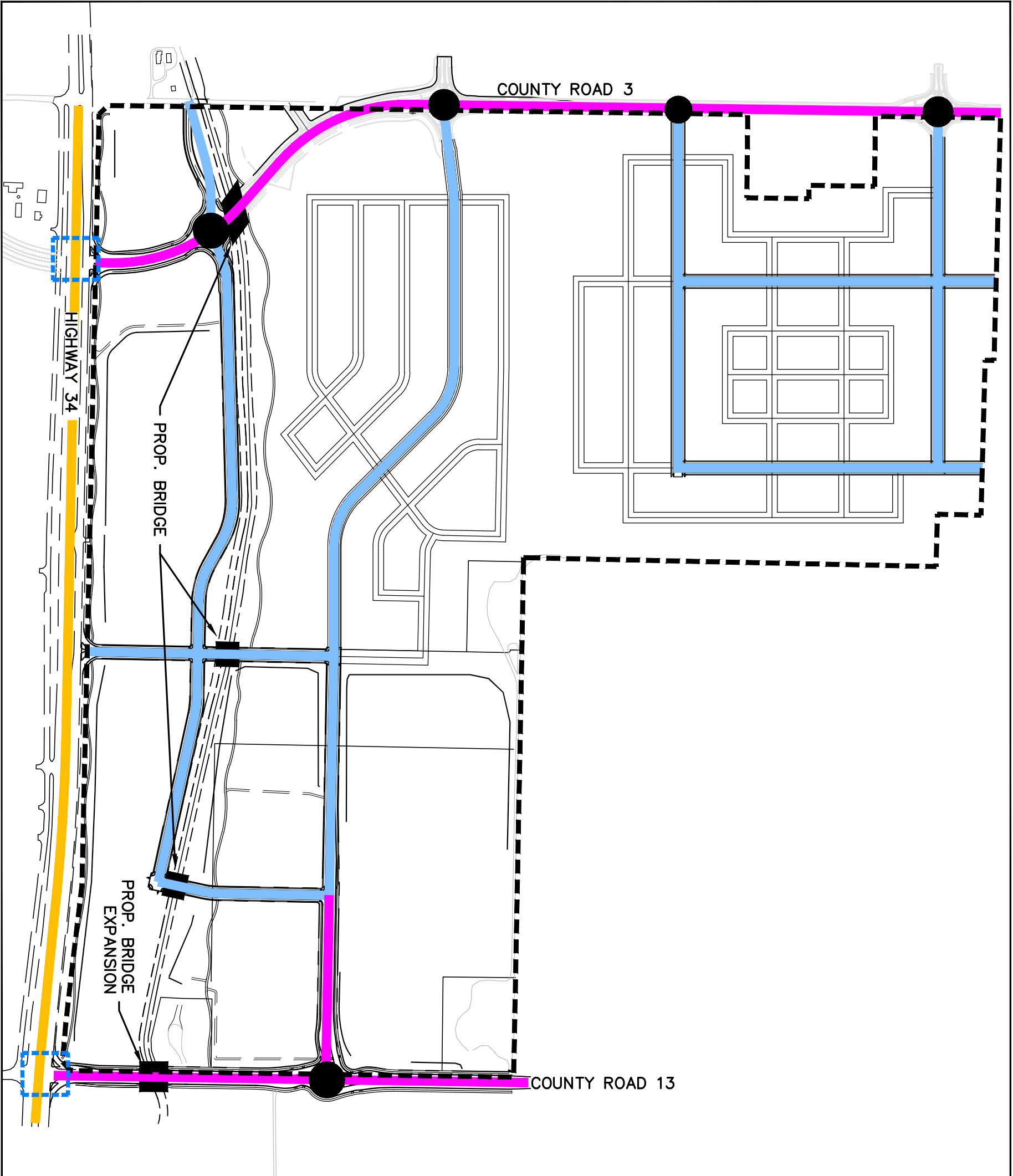
This is a conceptual opinion of cost and supplied only as a guide. TST is not responsible for fluctuation in costs of material, labor or unforeseen contingencies.







EXHIBIT D

***ENCORE ON 34 METROPOLITAN DISTRICT
MAPS DEPICTING PUBLIC IMPROVEMENTS***

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

JOHNSTOWN, COLORADO
MAP OF DISTRICT MAJOR STREET SYSTEM



- LEGEND**
-  DISTRICT BOUNDARY
 -  ARTERIAL COLLECTOR LOCAL RESIDENTIAL HWY 34 WIDENING
 -  ARTERIAL COLLECTOR LOCAL RESIDENTIAL HWY 34 WIDENING
 -  ARTERIAL COLLECTOR LOCAL RESIDENTIAL HWY 34 WIDENING
 -  ROUNDABOUT
 -  CLEAR SPAN BRIDGE
 -  SIGNALIZED INTERSECTION

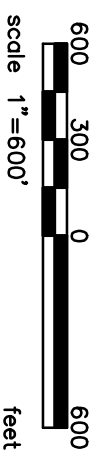


EXHIBIT R-1
DATE: OCT 2022
JOB NO. 1245.0001.00 - M&R INFRA
SHEET 1 OF 1

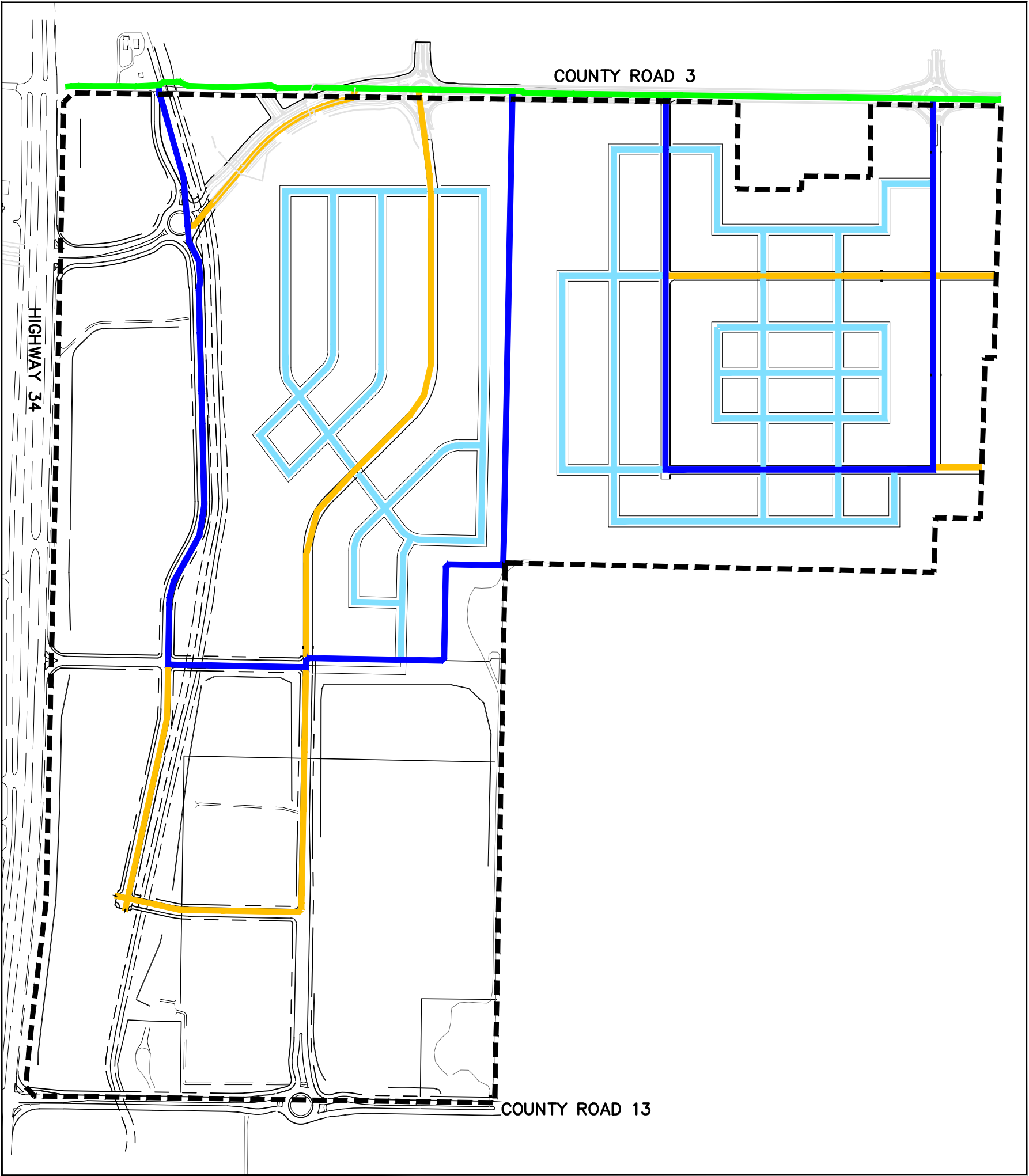







TST, INC. CONSULTING ENGINEERS

748 Winders Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0537

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

JOHNSTOWN, COLORADO
MAP OF DISTRICT WATER MAINS



- LEGEND**
-  DISTRICT BOUNDARY
 -  8" WATER
 -  10" WATER
 -  12" WATER
 -  16" EX. WATER

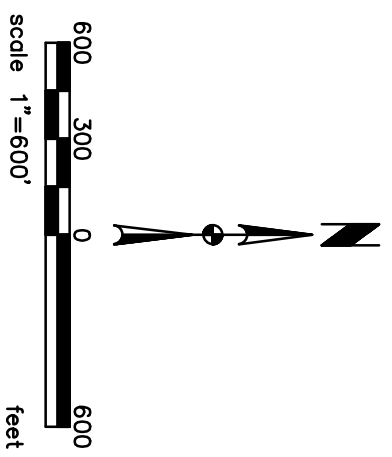
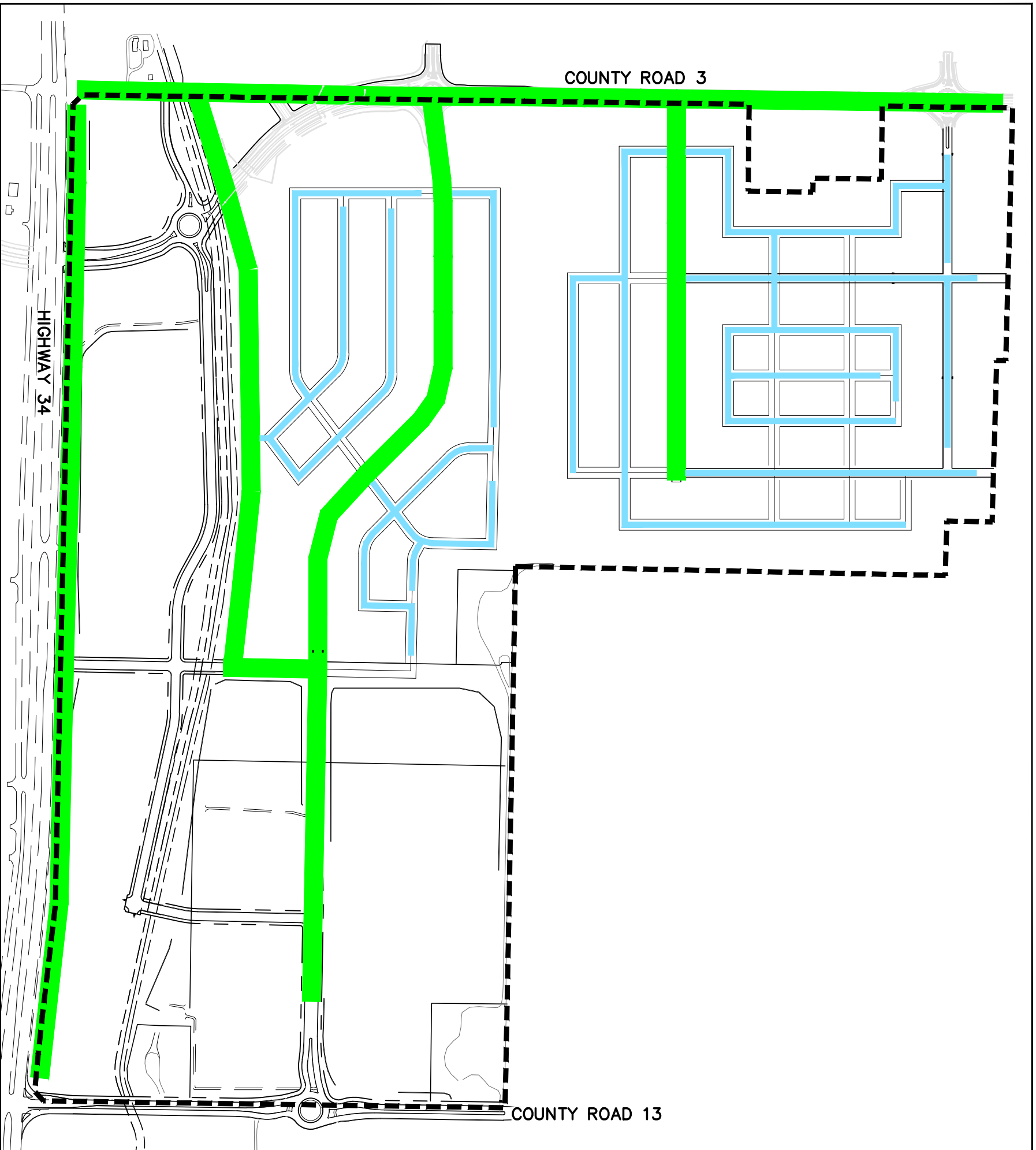





EXHIBIT W-1
DATE: OCT 2022
JOB NO. 1245.0001.00 - M&R INFRA
SHEET 1 OF 1

TST
TST, INC. CONSULTING ENGINEERS
749 Winders Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

JOHNSTOWN, COLORADO
MAP OF DISTRICT SANITARY SYSTEM



- LEGEND**
-  DISTRICT BOUNDARY
 -  8" SANITARY
 -  12" SEWER

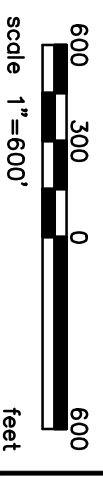


EXHIBIT SS-1
DATE: OCT 2022
JOB NO. 1245.0001.00 - MJR INFRA
SHEET 1 OF 1



TST, INC. CONSULTING ENGINEERS

749 Winders Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0557

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

JOHNSTOWN, COLORADO
MAP OF DISTRICT DRAINAGE INFRASTRUCTURE

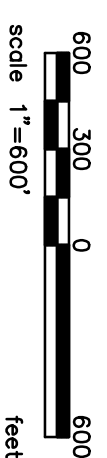
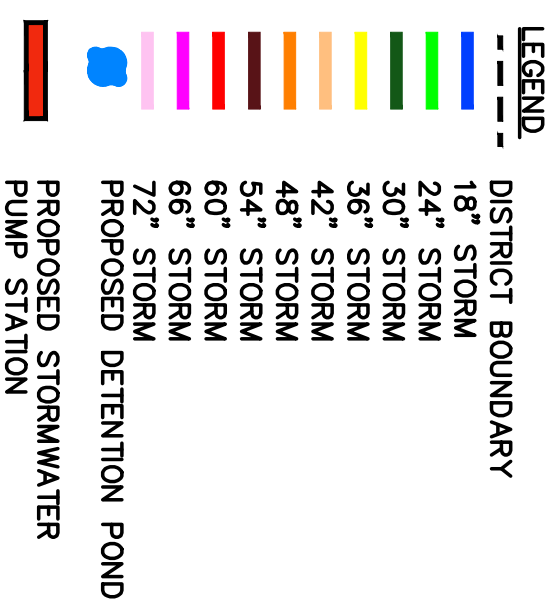
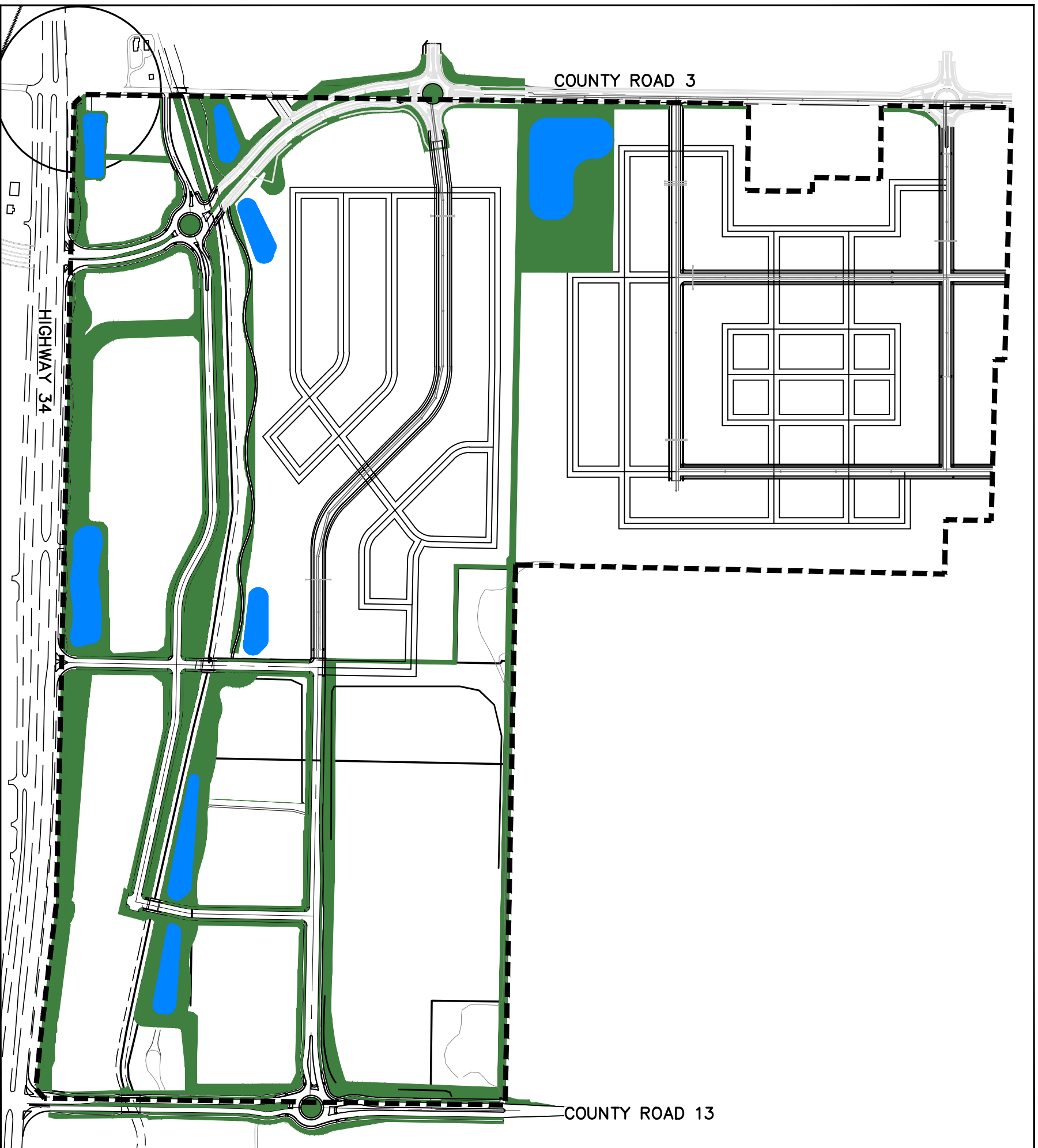


EXHIBIT ST-1
DATE: OCT 2022
JOB NO. 1245.0001.00 - M&R INFRA
SHEET 1 OF 1




TST
TST, INC. CONSULTING ENGINEERS
749 Winders Way, Suite 200
Fort Collins, Colorado
Phone: 970.228.0537

ENCORE ON 34 METROPOLITAN DISTRICTS 1-3

JOHNSTOWN, COLORADO
MAP OF DISTRICT PARKS AND TRAILS



LEGEND

-  DISTRICT BOUNDARY
-  PARKS/OPEN SPACE/TRAILS
-  POND

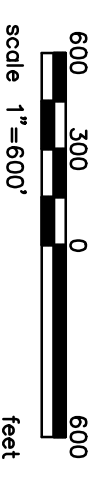


EXHIBIT L-1
 DATE: OCT 2022
 JOB NO. 1245.0001.00 - MJR INFRA
 SHEET 1 OF 1



TST, INC. CONSULTING ENGINEERS

748 Wheders Way, Suite 200
 Fort Collins, Colorado
 Phone: 970.228.0537

EXHIBIT F

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Financial Plan



August 11, 2023

Encore on 34 Metropolitan Districts Nos. 1-7
Attention: Robert Rogers, Esq.
White Bear Ankele Tanaka & Waldron, P.C.
2154 E. Commons Ave., Ste. 200
Centennial, CO 80122

RE: Proposed Encore on 34 Metropolitan Districts Nos. 1-7

We have analyzed the bonding capacity for Encore on 34 Metropolitan Districts Nos. 1-7 (the “Districts”). The analysis presented herein summarizes information provided on behalf of Encore HoldCo, LLC, a Colorado limited liability company (the “Developer”) and does not include independent verification of the accuracy of development information or assumptions. Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Encore on 34 Metropolitan Districts Nos. 1-7, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions set forth in the District’s Service Plan, including but not limited to the maximum debt mill levies and maximum maturity period.

Plan Assumptions

The following assumptions have been provided by the Developer and form the basis of the analysis. All prices below reflect current market values.

1. The development is planned for residential uses as outlined below:
 - a. 900 single family residential homes projected to be completed at a pace of 175 per year in the years 2024-2028 with the remaining 25 homes completed in 2029. The average price is modeled at \$475,000.
 - b. 560 apartment units comprised of two buildings projected to be completed in 2024 (320 units) and 2025 (240 units). The market value is modeled at \$300,000 per unit.
2. The development is planned for commercial uses as outlined below:
 - a. Retail development totaling 140,000 square feet, valued at \$315 per square foot. Absorption is expected to be completed over a three year period from 2024-2026.
 - b. Industrial development totaling 740,000 square feet, valued at \$135 per square foot. Absorption is expected to be completed over a two year period from 2024-2025.

Bond Assumptions

1. The residential debt service mill levy is 40.00 mills (subject to adjustment as set forth in the Service Plan) beginning in tax collection year 2025. The commercial debt service mill levy is 50.000 mills beginning in tax collection year 2025. The operations mill levy target is 10.000 mills beginning in tax collection year 2025.
2. The District is modeled to issue senior bonds in December 2024 in the estimated principal amount of \$77,680,000. An interest rate of 5.00% was modeled based upon an initial 30-year term. It is

anticipated that bond proceeds will fund \$5,826,000 in capitalized interest. Additionally, \$6,777,750 will be deposited into a Debt Service Reserve Fund. The underwriter's discount is modeled as 2% of the principal amount of the Bonds, with other cost of issuance estimated at \$300,000. The remaining \$63,222,650 is projected to be deposited to the District's project fund to install or pay for the installation of public infrastructure benefitting the District.

3. Residential facility fee revenue in the amount of \$2,500 per single family unit and \$750 per multifamily apartment unit will be collected by the District and included as pledged revenue for repayment of the Bonds.
4. Commercial facility fee revenue in the amount of \$0.25 per square foot and will be collected by the District and included as pledged revenue for repayment of the Bonds.
5. Specific Ownership Tax revenues, an additional component of pledge revenue, has been calculated based on applying a factor of 6% to annual property tax revenues.
6. It is projected that there will be a 6% biennial inflation rate on residential assessed value and a 2% biennial reassessment on commercial assessed value. The bonding capacity could be higher if reassessment inflation is greater, or lower if the inflation rate is below 6% and 2%, respectively.

Refinancing Assumptions

1. The District is modeled to issue refunding bonds in December 2034 in the estimated principal amount of \$109,505,000 at an interest rate of 3.75%. The refunding scenario estimates the District will have funds on hand in the amount of \$9,927,750. An estimated \$72,660,000 of the 2034 Bonds proceeds will refund the Series 2024 bonds. The underwriter's discount is modeled as 0.50% of the principal amount for investment grade senior bonds and additional costs of issuance are modeled at \$200,000. The remaining \$46,025,225 is projected to be deposited to the District's project fund to install or pay for the installation of public infrastructure benefitting the District.
2. Specific Ownership Tax revenues, an additional component of pledge revenue, have been calculated based on applying a factor of 6% to annual property tax revenues.
3. It is projected that there will be a 6% biennial inflation rate on residential assessed value and a 2% biennial reassessment on commercial assessed value. The bonding capacity could be higher if reassessment inflation is greater, or lower if the inflation rate is below 6% and 2%, respectively.
4. It is projected that the senior bonds will include an investment grade rating.

Estimate of Revenue Projections for first 10 years

The debt service mill levy (40.000 mills on residential and 50.000 mills on commercial) collection revenues over the first 10 years total \$31,870,339 plus an additional \$1,912,220 in specific ownership taxes associated with the debt levy, for a total of \$33,782,559. The operations mill levy (10.000 mills) collection revenues total \$7,044,990 plus an additional \$422,698 in specific ownership taxes associated with the operations and special purpose levy for a total of \$7,467,688. In addition to these revenues, the District is estimated to collect \$3,310,598 in residential and commercial facility fee revenues.

Based upon the development assumptions provided and the financial assumptions contained in the attached projected Financing Plan for the proposed Encore on 34 Metropolitan Districts Nos. 1-7, the projected revenue is sufficient to retire all Debt referenced in the Financing Plan within the restrictions

set forth in the District's Service Plan, including but not limited to the maximum debt mill levies and maximum maturity period.

Risks Associated with the Bond Financing

Risks to Tax Payers:

- Development is slower than anticipated
- Biennial inflation on existing assessed values is less than 6% on residential development and less than 2% on commercial development
- District imposes Maximum Debt Mill Levy as described in the Service Plan

The primary risk to tax payers is that the Districts issue bonds to finance infrastructure and then the absorption of additional property, or its valuation by the Assessor, lags modeled expectations. If that occurs, then the Districts may need to levy the Maximum Debt Mill Levy as described in the Service Plan and would not be able to reduce the levy for a longer period of time.

Risks to Bondholders:

- Development is slower than anticipated
- Biennial inflation on assessed values is less than 6% on residential development and 2% on commercial development
- Assurance of the continuation of development is not assured
- Reliance on Federal Tax Code and State laws governing municipal finance and special districts

The primary risk to bondholders is the development does not occur as fast as originally projected and that the revenues generated from the Maximum Debt Mill Levy as described in the Service Plan are not sufficient to meet the Districts' financial obligations. These risks are mitigated by funding a capitalized interest and reserve fund at closing. In addition, these bonds are anticipated to be marketed only to sophisticated investors who understand the risks involved in the transaction.

Disclosures

It is contemplated that D.A. Davidson will provide investment banking services to the District in connection to its future bond financings or other borrowings. D.A. Davidson is not acting as a financial advisor to the District.

The assumptions disclosed in the Financial Plan are those of the Developer and have not been independently reviewed by D.A. Davidson. Those assumptions identified are believed to be the significant factors in determining financial feasibility; however, they are likely not to be all-inclusive. There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as projected, and those differences may be material. Key assumptions, including those relating to market values of real property improvements and the build out schedule of such property, are particularly sensitive in terms of the timing necessary to create the tax base for the District. A small variation in these variables, and to their timing, can have a large effect on the forecasted results. There is a high probability that the forecasted results will differ from realized future tax base factors and such variations can be material. Additionally, other key assumptions relating to inflation, assessment ratios, interest rates, and infrastructure, administrative, and operating costs may, and likely will, vary from those projected.

Because D.A. Davidson has not independently evaluated or reviewed the assumptions that the financial model is based upon, we do not vouch for the achievability (and disclaim any opinion) of the information

provided. Furthermore, because of the inherent nature of future events, which are subject to change and variation as events and circumstances change, the actual results may vary materially from the results presented here. D.A. Davidson has no responsibility or obligation to update this information or this financial model for events occurring after the date of this report.
Respectfully submitted,

D.A. DAVIDSON & CO. FIXED INCOME CAPITAL MARKETS



Laci A. Knowles

Managing Director, Special District Group

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
Larimer County, Colorado

~~~~~  
**GENERAL OBLIGATION BONDS, SERIES 2024**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034**  
~~~~~

Service Plan / Combined District Revenues
~~~~~

| <b>Bond Assumptions</b>                   | <b>Series 2024</b> | <b>Series 2034</b> | <b>Total</b>       |
|-------------------------------------------|--------------------|--------------------|--------------------|
| Closing Date                              | 12/1/2024          | 12/1/2034          |                    |
| First Call Date                           | 12/1/2029          | 12/1/2044          |                    |
| Final Maturity                            | 12/1/2054          | 12/1/2064          |                    |
| <b>Sources of Funds</b>                   |                    |                    |                    |
| Par Amount                                | 77,680,000         | 109,505,000        | <b>187,185,000</b> |
| Funds on Hand                             | 0                  | 9,927,750          | <b>9,927,750</b>   |
| <b>Total</b>                              | <b>77,680,000</b>  | <b>119,432,750</b> | <b>197,112,750</b> |
| <b>Uses of Funds</b>                      |                    |                    |                    |
| Project Fund                              | 63,222,650         | 46,025,225         | <b>109,247,875</b> |
| Refunding Escrow                          | 0                  | 72,660,000         | <b>72,660,000</b>  |
| Debt Service Reserve                      | 6,777,750          | 0                  | <b>6,777,750</b>   |
| Capitalized Interest                      | 5,826,000          | 0                  | <b>5,826,000</b>   |
| Costs of Issuance                         | 1,853,600          | 747,525            | <b>2,601,125</b>   |
| <b>Total</b>                              | <b>77,680,000</b>  | <b>119,432,750</b> | <b>197,112,750</b> |
| <b>Bond Features</b>                      |                    |                    |                    |
| Projected Coverage at Mill Levy Cap       | 100x               | 100x               |                    |
| Tax Status                                | Tax-Exempt         | Tax-Exempt         |                    |
| Rating                                    | Non-Rated          | Inv. Grade         |                    |
| Average Coupon                            | 5.000%             | 3.750%             |                    |
| Annual Trustee Fee                        | \$4,000            | \$4,000            |                    |
| <b>Biennial Reassessment</b>              |                    |                    |                    |
| Residential                               | 6.00%              | 6.00%              |                    |
| Commercial                                | 2.00%              | 2.00%              |                    |
| <b>Taxing Authority Assumptions</b>       |                    |                    |                    |
| <b>Metropolitan District Revenue</b>      |                    |                    |                    |
| Residential Assessment Ratio              |                    |                    |                    |
| <i>SFD Assumption</i>                     | 6.95%              |                    |                    |
| <i>MF Assumption</i>                      | 6.80%              |                    |                    |
| Debt Service Mills                        |                    |                    |                    |
| <i>Target Mill Levy - MD#1-7 (Res'l)</i>  | 40.000             |                    |                    |
| <i>Target Mill Levy - MD#1-7 (Comm'l)</i> | 50.000             |                    |                    |
| <i>Target Mill Levy - MD#1-7 (MF)</i>     | 40.000             |                    |                    |
| Specific Ownership Taxes                  | 6.00%              |                    |                    |
| County Treasurer Fee                      | 2.00%              |                    |                    |
| Facility Fees                             |                    |                    |                    |
| <i>SFD</i>                                | \$2,500 / unit     |                    |                    |
| <i>SFA</i>                                | \$0 / unit         |                    |                    |
| <i>MF</i>                                 | \$750 / unit       |                    |                    |
| <i>Retail</i>                             | \$0.25 / sf        |                    |                    |
| <i>Ind'l</i>                              | \$0.25 / sf        |                    |                    |
| <b>Operations</b>                         |                    |                    |                    |
| Operations Mill Levy                      | 10.000             |                    |                    |



ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Residential)  
Development Summary

| Statutory / Actual Value (2022) | Residential   |           |           |           |           |           |           |           | Total Residential |
|---------------------------------|---------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------------|
|                                 | SFD           | Product 2 | Product 3 | Product 4 | Product 5 | Product 6 | Product 7 | Product 8 |                   |
| 2022                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2023                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2024                            | 175           | -         | -         | -         | -         | -         | -         | -         | 175               |
| 2025                            | 175           | -         | -         | -         | -         | -         | -         | -         | 175               |
| 2026                            | 175           | -         | -         | -         | -         | -         | -         | -         | 175               |
| 2027                            | 175           | -         | -         | -         | -         | -         | -         | -         | 175               |
| 2028                            | 175           | -         | -         | -         | -         | -         | -         | -         | 175               |
| 2029                            | 25            | -         | -         | -         | -         | -         | -         | -         | 25                |
| 2030                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2031                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2032                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2033                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2034                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2035                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2036                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2037                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2038                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2039                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2040                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2041                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2042                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2043                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2044                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2045                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2046                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2047                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2048                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2049                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2050                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2051                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2052                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2053                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| 2054                            | -             | -         | -         | -         | -         | -         | -         | -         | -                 |
| Total Units                     | 900           | -         | -         | -         | -         | -         | -         | -         | 900               |
| Total Statutory Actual Value    | \$427,500,000 | \$        | \$        | \$        | \$        | \$        | \$        | \$        | \$427,500,000     |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Commercial)  
Development Summary



| Statutory Actual Value (2022) | Commercial   |                |                |              |             |                |           |           | Total Commercial |
|-------------------------------|--------------|----------------|----------------|--------------|-------------|----------------|-----------|-----------|------------------|
|                               | 2 - Retail   | 3 - Industrial | 4 - Industrial | 6 - Retail   | 7 - Retail  | 8 - Industrial | Product G | Product H |                  |
| 2022                          | \$315        | \$135          | \$135          | \$315        | \$315       | \$135          | \$        | \$        | -                |
| 2023                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2024                          | 26,667       | 100,000        | 120,000        | -            | -           | 150,000        | -         | -         | 396,667          |
| 2025                          | 26,667       | 100,000        | 120,000        | 25,000       | 10,000      | 150,000        | -         | -         | 431,667          |
| 2026                          | 26,666       | -              | -              | 25,000       | -           | -              | -         | -         | 51,666           |
| 2027                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2028                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2029                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2030                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2031                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2032                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2033                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2034                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2035                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2036                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2037                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2038                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2039                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2040                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2041                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2042                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2043                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2044                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2045                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2046                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2047                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2048                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2049                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2050                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2051                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2052                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2053                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| 2054                          | -            | -              | -              | -            | -           | -              | -         | -         | -                |
| Total Units                   | 80,000       | 200,000        | 240,000        | 50,000       | 10,000      | 300,000        | -         | -         | 880,000          |
| Total Statutory Actual Value  | \$25,200,000 | \$27,000,000   | \$32,400,000   | \$15,750,000 | \$3,150,000 | \$40,500,000   | \$        | \$        | \$144,000,000    |



ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (MF)  
Development Summary

| Statutory Actual Value (2022) | Residential (Multi-Family) |              |           |           |           |           |           |           | Total Residential |
|-------------------------------|----------------------------|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-------------------|
|                               | 1 - Apts                   | 5 - Apts     | Product 3 | Product 4 | Product 5 | Product 6 | Product 7 | Product 8 |                   |
| 2022                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2023                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2024                          | 320                        | -            | -         | -         | -         | -         | -         | -         | 320               |
| 2025                          | -                          | 240          | -         | -         | -         | -         | -         | -         | 240               |
| 2026                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2027                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2028                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2029                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2030                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2031                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2032                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2033                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2034                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2035                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2036                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2037                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2038                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2039                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2040                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2041                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2042                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2043                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2044                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2045                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2046                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2047                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2048                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2049                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2050                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2051                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2052                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2053                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| 2054                          | -                          | -            | -         | -         | -         | -         | -         | -         | -                 |
| Total Units                   | 320                        | 240          | -         | -         | -         | -         | -         | -         | 560               |
| Total Statutory Actual Value  | \$96,000,000               | \$72,000,000 | \$-       | \$-       | \$-       | \$-       | \$-       | \$-       | \$168,000,000     |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Residential)  
Assessed Value Calculation

|       | Vacant Land                                    |                                                       |                | Residential             |                             |                                |                                   | Total      |
|-------|------------------------------------------------|-------------------------------------------------------|----------------|-------------------------|-----------------------------|--------------------------------|-----------------------------------|------------|
|       | Cumulative Statutory Actual Value <sup>1</sup> | Assessed Value In Collection Year (2-year lag) 23.00% | Assessed Value | Total Residential Units | Biennial Reassessment 6.00% | Manual Adjustment <sup>2</sup> | Cumulative Statutory Actual Value |            |
| 2021  | 153,424                                        |                                                       |                | ***                     |                             | 944,791                        | 944,791                           |            |
| 2022  | 171,669                                        |                                                       |                | ***                     |                             | 455,504                        | 1,400,296                         |            |
| 2023  | 8,312,500                                      | 44,493                                                |                | 0                       | 84,018                      |                                | 1,400,296                         | 65,663     |
| 2024  | 8,312,500                                      | 49,784                                                |                | 175                     |                             |                                | 87,967,563                        | 97,321     |
| 2025  | 8,312,500                                      | 2,410,625                                             |                | 175                     | 10,570,829                  |                                | 176,180,478                       | 97,321     |
| 2026  | 8,312,500                                      | 2,410,625                                             |                | 175                     | 22,110,312                  |                                | 276,728,480                       | 6,113,746  |
| 2027  | 8,312,500                                      | 2,410,625                                             |                | 175                     | 29,872,104                  |                                | 368,505,197                       | 12,244,543 |
| 2028  | 1,187,500                                      | 2,410,625                                             |                | 175                     | 31,664,430                  |                                | 484,227,760                       | 19,232,629 |
| 2029  | 0                                              | 344,375                                               |                | 25                      | 592,969,233                 |                                | 497,868,402                       | 25,611,111 |
| 2030  | 0                                              | 0                                                     |                | 0                       | 559,404,937                 |                                | 527,740,507                       | 33,653,829 |
| 2031  | 0                                              | 0                                                     |                | 0                       | 527,740,507                 |                                | 527,740,507                       | 34,601,854 |
| 2032  | 0                                              | 0                                                     |                | 0                       | 559,404,937                 |                                | 559,404,937                       | 36,677,965 |
| 2033  | 0                                              | 0                                                     |                | 0                       | 592,969,233                 |                                | 592,969,233                       | 36,677,965 |
| 2034  | 0                                              | 0                                                     |                | 0                       | 35,578,154                  |                                | 592,969,233                       | 38,878,643 |
| 2035  | 0                                              | 0                                                     |                | 0                       | 37,712,843                  |                                | 628,547,387                       | 41,211,362 |
| 2036  | 0                                              | 0                                                     |                | 0                       | 44,916,600                  |                                | 628,547,387                       | 41,211,362 |
| 2037  | 0                                              | 0                                                     |                | 0                       | 47,611,596                  |                                | 666,260,230                       | 43,684,043 |
| 2038  | 0                                              | 0                                                     |                | 0                       | 50,468,291                  |                                | 706,235,844                       | 46,305,086 |
| 2039  | 0                                              | 0                                                     |                | 0                       | 53,496,389                  |                                | 748,609,995                       | 49,083,391 |
| 2040  | 0                                              | 0                                                     |                | 0                       | 56,706,172                  |                                | 793,526,595                       | 52,028,395 |
| 2041  | 0                                              | 0                                                     |                | 0                       | 60,108,543                  |                                | 841,138,190                       | 55,150,098 |
| 2042  | 0                                              | 0                                                     |                | 0                       | 63,715,055                  |                                | 841,138,190                       | 55,150,098 |
| 2043  | 0                                              | 0                                                     |                | 0                       | 67,537,958                  |                                | 891,606,482                       | 58,459,104 |
| 2044  | 0                                              | 0                                                     |                | 0                       | 71,590,236                  |                                | 945,102,870                       | 61,966,650 |
| 2045  | 0                                              | 0                                                     |                | 0                       | 75,885,650                  |                                | 945,102,870                       | 61,966,650 |
| 2046  | 0                                              | 0                                                     |                | 0                       | 80,438,789                  |                                | 1,001,809,043                     | 65,684,649 |
| 2047  | 0                                              | 0                                                     |                | 0                       | 84,438,789                  |                                | 1,061,917,585                     | 69,625,728 |
| 2048  | 0                                              | 0                                                     |                | 0                       | 88,438,789                  |                                | 1,125,632,640                     | 73,803,272 |
| 2049  | 0                                              | 0                                                     |                | 0                       | 92,438,789                  |                                | 1,193,170,599                     | 78,231,469 |
| 2050  | 0                                              | 0                                                     |                | 0                       | 96,438,789                  |                                | 1,264,760,835                     | 82,925,357 |
| 2051  | 0                                              | 0                                                     |                | 0                       | 100,438,789                 |                                | 1,340,646,485                     | 87,900,878 |
| 2052  | 0                                              | 0                                                     |                | 0                       | 104,438,789                 |                                | 1,421,085,274                     | 93,174,931 |
| 2053  | 0                                              | 0                                                     |                | 0                       | 108,438,789                 |                                |                                   |            |
| 2054  | 0                                              | 0                                                     |                | 0                       | 112,438,789                 |                                |                                   |            |
| 2055  | 0                                              | 0                                                     |                | 0                       | 116,438,789                 |                                |                                   |            |
| 2056  | 0                                              | 0                                                     |                | 0                       | 120,438,789                 |                                |                                   |            |
| 2057  | 0                                              | 0                                                     |                | 0                       | 124,438,789                 |                                |                                   |            |
| 2058  | 0                                              | 0                                                     |                | 0                       | 128,438,789                 |                                |                                   |            |
| 2059  | 0                                              | 0                                                     |                | 0                       | 132,438,789                 |                                |                                   |            |
| 2060  | 0                                              | 0                                                     |                | 0                       | 136,438,789                 |                                |                                   |            |
| 2061  | 0                                              | 0                                                     |                | 0                       | 140,438,789                 |                                |                                   |            |
| 2062  | 0                                              | 0                                                     |                | 0                       | 144,438,789                 |                                |                                   |            |
| 2063  | 0                                              | 0                                                     |                | 0                       | 148,438,789                 |                                |                                   |            |
| 2064  | 0                                              | 0                                                     |                | 0                       | 152,438,789                 |                                |                                   |            |
| Total |                                                |                                                       |                | 900                     | 955,982,030                 | 1,400,296                      |                                   |            |

1. Vacant land value calculated in year prior to construction as 10% of build-out market value

2. Manual adjustment to actual value per assessor

3. Assumes SFDRAR @ 6.95% in '23; 6.765% in '24; back to 7.15% thereafter

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Residential)  
Revenue Calculation

| Year  | District Mill Levy Revenue                     |                |                            |                          | Fee Revenue       |                   |                  | Expenses             | Total      |
|-------|------------------------------------------------|----------------|----------------------------|--------------------------|-------------------|-------------------|------------------|----------------------|------------|
|       | Assessed Value In Collection Year (2-year lag) | Debt Mill Levy | Debt Mill Levy Collections | Specific Ownership Taxes | SFD Facility Fees | SFA Facility Fees | MF Facility Fees | County Treasurer Fee |            |
|       | 40,000 Cap                                     | 99.5%          | 6.00%                      | Infl. @ 5.00%            | Infl. @ 5.00%     | Infl. @ 5.00%     | 2.00%            |                      |            |
| 2021  | 110,156                                        | 0.000          | 0                          | 0                        | 0                 | 0                 | 0                | 0                    | 0          |
| 2022  | 147,105                                        | 40.000         | 5,855                      | 351                      | 459,375           | 0                 | 0                | 0                    | 465,581    |
| 2023  | 147,105                                        | 40.000         | 5,855                      | 351                      | 482,344           | 0                 | 0                | 0                    | 586,153    |
| 2024  | 2,507,946                                      | 40.000         | 99,816                     | 5,989                    | 506,461           | 0                 | 0                | 0                    | 859,302    |
| 2025  | 8,524,371                                      | 40.000         | 339,270                    | 20,366                   | 531,784           | 0                 | 0                | 0                    | 1,138,391  |
| 2026  | 14,655,168                                     | 40.000         | 583,276                    | 34,997                   | 558,373           | 0                 | 0                | 0                    | 1,454,231  |
| 2027  | 21,643,254                                     | 40.000         | 861,402                    | 51,684                   | 83,756            | 0                 | 0                | 0                    | 1,243,632  |
| 2028  | 28,021,736                                     | 40.000         | 1,115,265                  | 66,916                   | 0                 | 0                 | 0                | 0                    | 1,407,254  |
| 2029  | 33,998,204                                     | 40.000         | 1,353,129                  | 81,188                   | 0                 | 0                 | 0                | 0                    | 1,432,240  |
| 2030  | 34,601,854                                     | 40.000         | 1,377,154                  | 82,629                   | 0                 | 0                 | 0                | 0                    | 1,518,174  |
| 2031  | 36,677,965                                     | 40.000         | 1,459,783                  | 87,587                   | 0                 | 0                 | 0                | 0                    | 1,609,265  |
| 2032  | 36,677,965                                     | 40.000         | 1,459,783                  | 87,587                   | 0                 | 0                 | 0                | 0                    | 1,609,265  |
| 2033  | 38,878,643                                     | 40.000         | 1,547,370                  | 92,842                   | 0                 | 0                 | 0                | 0                    | 1,705,821  |
| 2034  | 38,878,643                                     | 40.000         | 1,547,370                  | 92,842                   | 0                 | 0                 | 0                | 0                    | 1,705,821  |
| 2035  | 41,211,362                                     | 40.000         | 1,640,212                  | 98,413                   | 0                 | 0                 | 0                | 0                    | 1,808,170  |
| 2036  | 41,211,362                                     | 40.000         | 1,640,212                  | 98,413                   | 0                 | 0                 | 0                | 0                    | 1,808,170  |
| 2037  | 43,684,043                                     | 40.000         | 1,738,625                  | 104,317                  | 0                 | 0                 | 0                | 0                    | 1,916,660  |
| 2038  | 43,684,043                                     | 40.000         | 1,738,625                  | 104,317                  | 0                 | 0                 | 0                | 0                    | 1,916,660  |
| 2039  | 46,305,086                                     | 40.000         | 1,842,942                  | 110,577                  | 0                 | 0                 | 0                | 0                    | 2,031,660  |
| 2040  | 46,305,086                                     | 40.000         | 1,842,942                  | 110,577                  | 0                 | 0                 | 0                | 0                    | 2,031,660  |
| 2041  | 49,083,391                                     | 40.000         | 1,953,519                  | 117,211                  | 0                 | 0                 | 0                | 0                    | 2,153,559  |
| 2042  | 49,083,391                                     | 40.000         | 1,953,519                  | 117,211                  | 0                 | 0                 | 0                | 0                    | 2,153,559  |
| 2043  | 52,028,395                                     | 40.000         | 2,070,730                  | 124,244                  | 0                 | 0                 | 0                | 0                    | 2,282,773  |
| 2044  | 52,028,395                                     | 40.000         | 2,070,730                  | 124,244                  | 0                 | 0                 | 0                | 0                    | 2,282,773  |
| 2045  | 55,150,098                                     | 40.000         | 2,194,974                  | 131,698                  | 0                 | 0                 | 0                | 0                    | 2,282,773  |
| 2046  | 55,150,098                                     | 40.000         | 2,194,974                  | 131,698                  | 0                 | 0                 | 0                | 0                    | 2,282,773  |
| 2047  | 58,459,104                                     | 40.000         | 2,326,672                  | 139,600                  | 0                 | 0                 | 0                | 0                    | 2,419,739  |
| 2048  | 58,459,104                                     | 40.000         | 2,326,672                  | 139,600                  | 0                 | 0                 | 0                | 0                    | 2,419,739  |
| 2049  | 61,966,650                                     | 40.000         | 2,466,273                  | 147,976                  | 0                 | 0                 | 0                | 0                    | 2,564,924  |
| 2050  | 61,966,650                                     | 40.000         | 2,466,273                  | 147,976                  | 0                 | 0                 | 0                | 0                    | 2,564,924  |
| 2051  | 65,684,649                                     | 40.000         | 2,614,249                  | 156,855                  | 0                 | 0                 | 0                | 0                    | 2,718,819  |
| 2052  | 65,684,649                                     | 40.000         | 2,614,249                  | 156,855                  | 0                 | 0                 | 0                | 0                    | 2,718,819  |
| 2053  | 69,625,728                                     | 40.000         | 2,771,104                  | 166,266                  | 0                 | 0                 | 0                | 0                    | 2,881,948  |
| 2054  | 69,625,728                                     | 40.000         | 2,771,104                  | 166,266                  | 0                 | 0                 | 0                | 0                    | 2,881,948  |
| 2055  | 73,803,272                                     | 40.000         | 2,937,370                  | 176,242                  | 0                 | 0                 | 0                | 0                    | 3,054,865  |
| 2056  | 73,803,272                                     | 40.000         | 2,937,370                  | 176,242                  | 0                 | 0                 | 0                | 0                    | 3,054,865  |
| 2057  | 78,231,469                                     | 40.000         | 3,113,612                  | 186,817                  | 0                 | 0                 | 0                | 0                    | 3,238,157  |
| 2058  | 78,231,469                                     | 40.000         | 3,113,612                  | 186,817                  | 0                 | 0                 | 0                | 0                    | 3,238,157  |
| 2059  | 82,925,357                                     | 40.000         | 3,300,429                  | 198,026                  | 0                 | 0                 | 0                | 0                    | 3,432,446  |
| 2060  | 82,925,357                                     | 40.000         | 3,300,429                  | 198,026                  | 0                 | 0                 | 0                | 0                    | 3,432,446  |
| 2061  | 87,900,878                                     | 40.000         | 3,498,455                  | 209,907                  | 0                 | 0                 | 0                | 0                    | 3,638,393  |
| 2062  | 87,900,878                                     | 40.000         | 3,498,455                  | 209,907                  | 0                 | 0                 | 0                | 0                    | 3,638,393  |
| 2063  | 93,174,931                                     | 40.000         | 3,708,362                  | 222,502                  | 0                 | 0                 | 0                | 0                    | 3,856,697  |
| 2064  | 93,174,931                                     | 40.000         | 3,708,362                  | 222,502                  | 0                 | 0                 | 0                | 0                    | 3,856,697  |
| Total |                                                |                | 84,396,169                 | 5,063,770                | 2,622,093         | 0                 | 0                | (1,687,806)          | 90,394,225 |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Residential)  
Operations Projection

|       | Total<br>Assessed Value<br>In Collection Year<br>(2-year lag) | Operations Revenue                       |                                       |                                   |                                  | Total<br>Revenue Available<br>for Operations | Total<br>District Mills |
|-------|---------------------------------------------------------------|------------------------------------------|---------------------------------------|-----------------------------------|----------------------------------|----------------------------------------------|-------------------------|
|       |                                                               | Operations<br>Mill Levy<br>10,000 Target | Ops Mill Levy<br>Collections<br>99.5% | Specific Ownership<br>Taxes<br>6% | County Treasurer<br>Fee<br>2.00% |                                              |                         |
| 2021  | 110,156                                                       | 0.000                                    | 0                                     | 0                                 | 0                                | 0                                            | 0.000                   |
| 2022  | 147,105                                                       | 10.000                                   | 1,464                                 | 88                                | (29)                             | 1,522                                        | 50.000                  |
| 2023  | 2,507,946                                                     | 10.000                                   | 24,954                                | 1,497                             | (499)                            | 25,952                                       | 50.000                  |
| 2024  | 8,524,371                                                     | 10.000                                   | 84,817                                | 5,089                             | (1,696)                          | 88,210                                       | 50.000                  |
| 2025  | 14,655,168                                                    | 10.000                                   | 145,819                               | 8,749                             | (2,916)                          | 151,652                                      | 50.000                  |
| 2026  | 21,643,254                                                    | 10.000                                   | 215,350                               | 12,921                            | (4,307)                          | 223,964                                      | 50.000                  |
| 2027  | 28,021,736                                                    | 10.000                                   | 278,816                               | 16,729                            | (5,576)                          | 289,969                                      | 50.000                  |
| 2028  | 33,998,204                                                    | 10.000                                   | 338,282                               | 20,297                            | (6,766)                          | 351,813                                      | 50.000                  |
| 2029  | 34,601,854                                                    | 10.000                                   | 344,288                               | 20,657                            | (6,886)                          | 358,060                                      | 50.000                  |
| 2030  | 36,677,965                                                    | 10.000                                   | 364,946                               | 21,897                            | (7,289)                          | 379,544                                      | 50.000                  |
| 2031  | 36,677,965                                                    | 10.000                                   | 364,946                               | 21,897                            | (7,289)                          | 379,544                                      | 50.000                  |
| 2032  | 38,878,643                                                    | 10.000                                   | 386,842                               | 23,211                            | (7,737)                          | 402,316                                      | 50.000                  |
| 2033  | 41,211,362                                                    | 10.000                                   | 410,053                               | 24,603                            | (8,201)                          | 426,455                                      | 50.000                  |
| 2034  | 41,211,362                                                    | 10.000                                   | 410,053                               | 24,603                            | (8,201)                          | 426,455                                      | 50.000                  |
| 2035  | 43,684,043                                                    | 10.000                                   | 434,656                               | 26,079                            | (8,693)                          | 452,042                                      | 50.000                  |
| 2036  | 43,684,043                                                    | 10.000                                   | 434,656                               | 26,079                            | (8,693)                          | 452,042                                      | 50.000                  |
| 2037  | 46,305,086                                                    | 10.000                                   | 460,736                               | 27,644                            | (9,215)                          | 479,165                                      | 50.000                  |
| 2038  | 46,305,086                                                    | 10.000                                   | 460,736                               | 27,644                            | (9,215)                          | 479,165                                      | 50.000                  |
| 2039  | 49,083,391                                                    | 10.000                                   | 488,380                               | 29,303                            | (9,768)                          | 507,915                                      | 50.000                  |
| 2040  | 49,083,391                                                    | 10.000                                   | 488,380                               | 29,303                            | (9,768)                          | 507,915                                      | 50.000                  |
| 2041  | 52,028,395                                                    | 10.000                                   | 517,683                               | 31,061                            | (10,354)                         | 538,390                                      | 50.000                  |
| 2042  | 52,028,395                                                    | 10.000                                   | 517,683                               | 31,061                            | (10,354)                         | 538,390                                      | 50.000                  |
| 2043  | 55,150,098                                                    | 10.000                                   | 548,743                               | 32,925                            | (10,975)                         | 570,693                                      | 50.000                  |
| 2044  | 55,150,098                                                    | 10.000                                   | 548,743                               | 32,925                            | (10,975)                         | 570,693                                      | 50.000                  |
| 2045  | 58,459,104                                                    | 10.000                                   | 581,668                               | 34,900                            | (11,633)                         | 604,935                                      | 50.000                  |
| 2046  | 58,459,104                                                    | 10.000                                   | 581,668                               | 34,900                            | (11,633)                         | 604,935                                      | 50.000                  |
| 2047  | 61,966,650                                                    | 10.000                                   | 616,568                               | 36,994                            | (12,331)                         | 641,231                                      | 50.000                  |
| 2048  | 61,966,650                                                    | 10.000                                   | 616,568                               | 36,994                            | (12,331)                         | 641,231                                      | 50.000                  |
| 2049  | 65,684,649                                                    | 10.000                                   | 653,562                               | 39,214                            | (13,071)                         | 679,705                                      | 50.000                  |
| 2050  | 65,684,649                                                    | 10.000                                   | 653,562                               | 39,214                            | (13,071)                         | 679,705                                      | 50.000                  |
| 2051  | 69,625,728                                                    | 10.000                                   | 692,776                               | 41,567                            | (13,856)                         | 720,487                                      | 50.000                  |
| 2052  | 69,625,728                                                    | 10.000                                   | 692,776                               | 41,567                            | (13,856)                         | 720,487                                      | 50.000                  |
| 2053  | 73,803,272                                                    | 10.000                                   | 734,343                               | 44,061                            | (14,687)                         | 763,716                                      | 50.000                  |
| 2054  | 73,803,272                                                    | 10.000                                   | 734,343                               | 44,061                            | (14,687)                         | 763,716                                      | 50.000                  |
| 2055  | 78,231,469                                                    | 10.000                                   | 778,403                               | 46,704                            | (15,568)                         | 809,539                                      | 50.000                  |
| 2056  | 78,231,469                                                    | 10.000                                   | 778,403                               | 46,704                            | (15,568)                         | 809,539                                      | 50.000                  |
| 2057  | 82,925,357                                                    | 10.000                                   | 825,107                               | 49,506                            | (16,502)                         | 868,112                                      | 50.000                  |
| 2058  | 82,925,357                                                    | 10.000                                   | 825,107                               | 49,506                            | (16,502)                         | 868,112                                      | 50.000                  |
| 2059  | 87,900,878                                                    | 10.000                                   | 874,614                               | 52,477                            | (17,482)                         | 909,598                                      | 50.000                  |
| 2060  | 87,900,878                                                    | 10.000                                   | 874,614                               | 52,477                            | (17,482)                         | 909,598                                      | 50.000                  |
| 2061  | 93,174,931                                                    | 10.000                                   | 927,091                               | 55,625                            | (18,542)                         | 964,174                                      | 50.000                  |
| 2062  | 93,174,931                                                    | 10.000                                   | 927,091                               | 55,625                            | (18,542)                         | 964,174                                      | 50.000                  |
| 2063  |                                                               |                                          |                                       |                                   |                                  |                                              |                         |
| 2064  |                                                               |                                          |                                       |                                   |                                  |                                              |                         |
| Total |                                                               |                                          | 21,099,042                            | 1,285,943                         | (421,981)                        | 21,943,004                                   |                         |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Commercial)  
Assessed Value Calculation



|       | Vacant Land                                    |                                                |        | Commercial          |                       |                                | Oil & Gas                         |                                                |        | Total |                                             |                                                |           |                                                           |                                                |                  |
|-------|------------------------------------------------|------------------------------------------------|--------|---------------------|-----------------------|--------------------------------|-----------------------------------|------------------------------------------------|--------|-------|---------------------------------------------|------------------------------------------------|-----------|-----------------------------------------------------------|------------------------------------------------|------------------|
|       | Cumulative Statutory Actual Value <sup>1</sup> | Assessed Value In Collection Year (2-year lag) | 29.00% | Total Commercial SF | Biennial Reassessment | Manual Adjustment <sup>2</sup> | Cumulative Statutory Actual Value | Assessed Value In Collection Year (2-year lag) | 29.00% |       | Equipment Cumulative Statutory Actual Value | Assessed Value In Collection Year (2-year lag) | 29.00%    | Production Cumulative Statutory Actual Value <sup>*</sup> | Assessed Value In Collection Year (2-year lag) | 87.50%           |
| 2021  | 71,928                                         |                                                |        | 0                   |                       |                                | 3,163,107                         | 3,163,107                                      |        | 0     |                                             |                                                | 6,283,811 |                                                           |                                                |                  |
| 2022  | 71,917                                         |                                                |        | 0                   |                       |                                | 3,163,107                         | 3,163,107                                      |        | 0     |                                             |                                                | 6,047,639 |                                                           |                                                |                  |
| 2023  | 5,906,928                                      | <b>20,859</b>                                  |        | 0                   |                       |                                | 3,163,107                         | 3,163,107                                      |        | 0     |                                             |                                                | 5,321,922 |                                                           |                                                | <b>6,436,495</b> |
| 2024  | 6,980,694                                      | 20,856                                         |        | 396,667             | 63,262                |                                | 63,933,818                        | 63,933,818                                     |        | 0     |                                             |                                                | 4,683,292 |                                                           |                                                | 6,229,841        |
| 2025  | 1,635,817                                      | 1,713,009                                      |        | 431,667             |                       |                                | 137,555,235                       | 137,555,235                                    |        | 0     |                                             |                                                | 4,121,297 |                                                           |                                                | 7,286,992        |
| 2026  | 0                                              | 2,024,401                                      |        | 51,666              | 2,751,105             |                                | 157,922,695                       | 157,922,695                                    |        | 0     |                                             |                                                | 3,626,741 |                                                           |                                                | 24,663,089       |
| 2027  | 0                                              | 474,387                                        |        | 0                   |                       |                                | 157,922,695                       | 157,922,695                                    |        | 0     |                                             |                                                | 3,191,532 |                                                           |                                                | 43,971,539       |
| 2028  | 0                                              | 0                                              |        | 0                   |                       |                                | 161,081,149                       | 161,081,149                                    |        | 0     |                                             |                                                | 2,808,548 |                                                           |                                                | 48,970,980       |
| 2029  | 0                                              | 0                                              |        | 0                   |                       |                                | 161,081,149                       | 161,081,149                                    |        | 0     |                                             |                                                | 0         |                                                           |                                                | 48,590,172       |
| 2030  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,221,623                         | 3,221,623                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 49,171,013       |
| 2031  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,221,623                         | 3,221,623                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 46,713,533       |
| 2032  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,286,055                         | 3,286,055                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 47,647,804       |
| 2033  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,351,777                         | 3,351,777                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 47,647,804       |
| 2034  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,418,812                         | 3,418,812                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 48,600,760       |
| 2035  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,418,812                         | 3,418,812                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 48,600,760       |
| 2036  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,487,188                         | 3,487,188                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 49,572,775       |
| 2037  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,556,932                         | 3,556,932                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 49,572,775       |
| 2038  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,628,071                         | 3,628,071                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 50,564,231       |
| 2039  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,700,632                         | 3,700,632                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 50,564,231       |
| 2040  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,774,645                         | 3,774,645                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 51,575,515       |
| 2041  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,850,138                         | 3,850,138                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 51,575,515       |
| 2042  | 0                                              | 0                                              |        | 0                   |                       |                                | 3,927,140                         | 3,927,140                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 52,607,026       |
| 2043  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,005,683                         | 4,005,683                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 52,607,026       |
| 2044  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,085,797                         | 4,085,797                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 53,659,166       |
| 2045  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,167,513                         | 4,167,513                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 53,659,166       |
| 2046  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,250,863                         | 4,250,863                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 54,732,350       |
| 2047  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,335,880                         | 4,335,880                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 54,732,350       |
| 2048  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,422,598                         | 4,422,598                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 55,826,997       |
| 2049  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,511,050                         | 4,511,050                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 55,826,997       |
| 2050  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,603,683                         | 4,603,683                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 56,943,536       |
| 2051  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,700,632                         | 4,700,632                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 56,943,536       |
| 2052  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,802,407                         | 4,802,407                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 58,082,407       |
| 2053  | 0                                              | 0                                              |        | 0                   |                       |                                | 4,910,555                         | 4,910,555                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 58,082,407       |
| 2054  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,024,055                         | 5,024,055                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 59,244,055       |
| 2055  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,143,156                         | 5,143,156                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 59,244,055       |
| 2056  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,267,943                         | 5,267,943                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 60,428,936       |
| 2057  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,400,019                         | 5,400,019                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 60,428,936       |
| 2058  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,542,515                         | 5,542,515                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 61,637,515       |
| 2059  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,691,899                         | 5,691,899                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 61,637,515       |
| 2060  | 0                                              | 0                                              |        | 0                   |                       |                                | 5,847,265                         | 5,847,265                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 62,870,265       |
| 2061  | 0                                              | 0                                              |        | 0                   |                       |                                | 6,009,671                         | 6,009,671                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 62,870,265       |
| 2062  | 0                                              | 0                                              |        | 0                   |                       |                                | 6,178,116                         | 6,178,116                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 64,127,671       |
| 2063  | 0                                              | 0                                              |        | 0                   |                       |                                | 6,352,612                         | 6,352,612                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 64,127,671       |
| 2064  | 0                                              | 0                                              |        | 0                   |                       |                                | 6,532,157                         | 6,532,157                                      |        | 0     |                                             |                                                | 0         |                                                           |                                                | 65,410,224       |
| Total |                                                |                                                |        | 880,000             | 74,955,219            | 3,163,107                      |                                   |                                                |        |       |                                             |                                                |           |                                                           |                                                |                  |

1. Vacant land value calculated in year prior to construction as 10% of built-out market value  
2. Manual adjustment to actual value per assessor

[\*] Estimated decline curve thru 2028 (bbl).

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Commercial)  
Revenue Calculation



|       | District Mill Levy Revenue                           |                                               |                                        |                                      | Fee Revenue                                             |                                                       | Expenses    | Total       |
|-------|------------------------------------------------------|-----------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------------------|-------------------------------------------------------|-------------|-------------|
|       | Assessed Value<br>In Collection Year<br>(2-year lag) | Debt Mill Levy<br>50,000 Cap<br>50,000 Target | Debt Mill Levy<br>Collections<br>99.5% | Specific Ownership<br>Taxes<br>6.00% | Retail<br>Facility Fees<br>\$0.25 / sf<br>Infl. @ 5.00% | Indl<br>Facility Fees<br>\$0.25 / sf<br>Infl. @ 5.00% |             |             |
| 2021  |                                                      |                                               |                                        |                                      |                                                         |                                                       |             |             |
| 2022  |                                                      |                                               |                                        |                                      |                                                         |                                                       |             |             |
| 2023  | 6,436,495                                            | 0.000                                         | 0                                      | 0                                    | 0                                                       | 0                                                     | 0           | 0           |
| 2024  | 6,229,841                                            | 50,000                                        | 309,935                                | 18,596                               | 7,000                                                   | 97,125                                                | 0           | 432,656     |
| 2025  | 7,286,992                                            | 50,000                                        | 362,528                                | 21,752                               | 16,997                                                  | 101,981                                               | (7,251)     | 496,007     |
| 2026  | 24,663,089                                           | 50,000                                        | 1,226,989                              | 73,619                               | 14,952                                                  | 0                                                     | (24,540)    | 1,291,021   |
| 2027  | 43,971,539                                           | 50,000                                        | 2,187,584                              | 131,255                              | 0                                                       | 0                                                     | (43,752)    | 2,275,087   |
| 2028  | 48,970,980                                           | 50,000                                        | 2,436,306                              | 146,178                              | 0                                                       | 0                                                     | (48,726)    | 2,533,759   |
| 2029  | 48,590,172                                           | 50,000                                        | 2,417,361                              | 145,042                              | 0                                                       | 0                                                     | (48,347)    | 2,514,056   |
| 2030  | 49,171,013                                           | 50,000                                        | 2,446,258                              | 146,775                              | 0                                                       | 0                                                     | (48,925)    | 2,544,108   |
| 2031  | 46,713,533                                           | 50,000                                        | 2,323,998                              | 139,440                              | 0                                                       | 0                                                     | (46,480)    | 2,416,958   |
| 2032  | 47,647,804                                           | 50,000                                        | 2,370,478                              | 142,229                              | 0                                                       | 0                                                     | (47,410)    | 2,465,297   |
| 2033  | 47,647,804                                           | 50,000                                        | 2,370,478                              | 142,229                              | 0                                                       | 0                                                     | (47,410)    | 2,465,297   |
| 2034  | 48,600,760                                           | 50,000                                        | 2,417,888                              | 145,073                              | 0                                                       | 0                                                     | (48,358)    | 2,514,603   |
| 2035  | 48,600,760                                           | 50,000                                        | 2,417,888                              | 145,073                              | 0                                                       | 0                                                     | (48,358)    | 2,514,603   |
| 2036  | 49,572,775                                           | 50,000                                        | 2,466,246                              | 147,975                              | 0                                                       | 0                                                     | (49,325)    | 2,564,895   |
| 2037  | 49,572,775                                           | 50,000                                        | 2,466,246                              | 147,975                              | 0                                                       | 0                                                     | (49,325)    | 2,564,895   |
| 2038  | 50,564,231                                           | 50,000                                        | 2,515,570                              | 150,934                              | 0                                                       | 0                                                     | (50,311)    | 2,616,193   |
| 2039  | 50,564,231                                           | 50,000                                        | 2,515,570                              | 150,934                              | 0                                                       | 0                                                     | (50,311)    | 2,616,193   |
| 2040  | 51,575,515                                           | 50,000                                        | 2,565,882                              | 153,953                              | 0                                                       | 0                                                     | (51,318)    | 2,668,517   |
| 2041  | 51,575,515                                           | 50,000                                        | 2,565,882                              | 153,953                              | 0                                                       | 0                                                     | (51,318)    | 2,668,517   |
| 2042  | 52,607,026                                           | 50,000                                        | 2,617,200                              | 157,032                              | 0                                                       | 0                                                     | (52,344)    | 2,721,888   |
| 2043  | 52,607,026                                           | 50,000                                        | 2,617,200                              | 157,032                              | 0                                                       | 0                                                     | (52,344)    | 2,721,888   |
| 2044  | 53,659,166                                           | 50,000                                        | 2,669,544                              | 160,173                              | 0                                                       | 0                                                     | (53,391)    | 2,776,325   |
| 2045  | 53,659,166                                           | 50,000                                        | 2,669,544                              | 160,173                              | 0                                                       | 0                                                     | (53,391)    | 2,776,325   |
| 2046  | 54,732,350                                           | 50,000                                        | 2,722,934                              | 163,376                              | 0                                                       | 0                                                     | (54,459)    | 2,831,852   |
| 2047  | 54,732,350                                           | 50,000                                        | 2,722,934                              | 163,376                              | 0                                                       | 0                                                     | (54,459)    | 2,831,852   |
| 2048  | 55,826,997                                           | 50,000                                        | 2,777,393                              | 166,544                              | 0                                                       | 0                                                     | (55,548)    | 2,888,489   |
| 2049  | 55,826,997                                           | 50,000                                        | 2,777,393                              | 166,544                              | 0                                                       | 0                                                     | (55,548)    | 2,888,489   |
| 2050  | 56,943,536                                           | 50,000                                        | 2,832,941                              | 169,976                              | 0                                                       | 0                                                     | (56,659)    | 2,946,259   |
| 2051  | 56,943,536                                           | 50,000                                        | 2,832,941                              | 169,976                              | 0                                                       | 0                                                     | (56,659)    | 2,946,259   |
| 2052  | 58,082,407                                           | 50,000                                        | 2,889,600                              | 173,376                              | 0                                                       | 0                                                     | (57,792)    | 3,005,184   |
| 2053  | 58,082,407                                           | 50,000                                        | 2,889,600                              | 173,376                              | 0                                                       | 0                                                     | (57,792)    | 3,005,184   |
| 2054  | 59,244,055                                           | 50,000                                        | 2,947,392                              | 176,844                              | 0                                                       | 0                                                     | (58,948)    | 3,065,287   |
| 2055  | 59,244,055                                           | 50,000                                        | 2,947,392                              | 176,844                              | 0                                                       | 0                                                     | (58,948)    | 3,065,287   |
| 2056  | 60,428,936                                           | 50,000                                        | 3,006,340                              | 180,380                              | 0                                                       | 0                                                     | (60,127)    | 3,126,593   |
| 2057  | 60,428,936                                           | 50,000                                        | 3,006,340                              | 180,380                              | 0                                                       | 0                                                     | (60,127)    | 3,126,593   |
| 2058  | 61,637,515                                           | 50,000                                        | 3,066,466                              | 183,988                              | 0                                                       | 0                                                     | (61,329)    | 3,189,125   |
| 2059  | 61,637,515                                           | 50,000                                        | 3,066,466                              | 183,988                              | 0                                                       | 0                                                     | (61,329)    | 3,189,125   |
| 2060  | 62,870,265                                           | 50,000                                        | 3,127,796                              | 187,668                              | 0                                                       | 0                                                     | (62,556)    | 3,252,908   |
| 2061  | 62,870,265                                           | 50,000                                        | 3,127,796                              | 187,668                              | 0                                                       | 0                                                     | (62,556)    | 3,252,908   |
| 2062  | 64,127,671                                           | 50,000                                        | 3,190,352                              | 191,421                              | 0                                                       | 0                                                     | (63,807)    | 3,317,966   |
| 2063  | 64,127,671                                           | 50,000                                        | 3,190,352                              | 191,421                              | 0                                                       | 0                                                     | (63,807)    | 3,317,966   |
| 2064  | 65,410,224                                           | 50,000                                        | 3,254,159                              | 195,250                              | 0                                                       | 0                                                     | (65,083)    | 3,384,325   |
| Total |                                                      |                                               | 105,333,158                            | 6,319,989                            | 38,950                                                  | 199,106                                               | (2,100,464) | 109,790,739 |



ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (Commercial)  
Operations Projection



|       | Total<br>Assessed Value<br>In Collection Year<br>(2-year lag) | Operations Revenue                       |                                       |                                   |                                  | Total<br>Revenue Available<br>for Operations | Total<br>District Mills |
|-------|---------------------------------------------------------------|------------------------------------------|---------------------------------------|-----------------------------------|----------------------------------|----------------------------------------------|-------------------------|
|       |                                                               | Operations<br>Mill Levy<br>10,000 Target | Ops Mill Levy<br>Collections<br>99.5% | Specific Ownership<br>Taxes<br>6% | County Treasurer<br>Fee<br>2.00% |                                              |                         |
| 2021  | 6,436,495                                                     | 0.000                                    | 0                                     | 0                                 | 0                                | 0.000                                        |                         |
| 2022  | 6,229,841                                                     | 10.000                                   | 61,987                                | 3,719                             | (1,240)                          | 64,466                                       |                         |
| 2023  | 7,286,992                                                     | 10.000                                   | 72,506                                | 4,350                             | (1,450)                          | 75,406                                       |                         |
| 2024  | 24,663,089                                                    | 10.000                                   | 245,398                               | 14,724                            | (4,908)                          | 255,214                                      |                         |
| 2025  | 43,971,539                                                    | 10.000                                   | 437,517                               | 26,251                            | (8,750)                          | 455,017                                      |                         |
| 2026  | 48,970,980                                                    | 10.000                                   | 487,261                               | 29,236                            | (9,745)                          | 506,752                                      |                         |
| 2027  | 48,590,172                                                    | 10.000                                   | 483,472                               | 29,008                            | (9,669)                          | 502,811                                      |                         |
| 2028  | 49,171,013                                                    | 10.000                                   | 489,252                               | 29,355                            | (9,785)                          | 508,822                                      |                         |
| 2029  | 46,713,533                                                    | 10.000                                   | 464,800                               | 27,888                            | (9,296)                          | 483,392                                      |                         |
| 2030  | 47,647,804                                                    | 10.000                                   | 474,096                               | 28,446                            | (9,482)                          | 493,059                                      |                         |
| 2031  | 48,600,760                                                    | 10.000                                   | 483,578                               | 29,015                            | (9,672)                          | 502,921                                      |                         |
| 2032  | 49,572,775                                                    | 10.000                                   | 493,249                               | 29,595                            | (9,865)                          | 512,979                                      |                         |
| 2033  | 50,564,231                                                    | 10.000                                   | 503,114                               | 30,187                            | (10,062)                         | 523,239                                      |                         |
| 2034  | 51,575,515                                                    | 10.000                                   | 513,176                               | 30,791                            | (10,264)                         | 533,703                                      |                         |
| 2035  | 52,607,026                                                    | 10.000                                   | 523,440                               | 31,406                            | (10,469)                         | 544,378                                      |                         |
| 2036  | 53,659,166                                                    | 10.000                                   | 533,909                               | 32,035                            | (10,678)                         | 555,265                                      |                         |
| 2037  | 54,732,350                                                    | 10.000                                   | 544,587                               | 32,675                            | (10,892)                         | 566,370                                      |                         |
| 2038  | 55,828,997                                                    | 10.000                                   | 555,479                               | 33,329                            | (11,110)                         | 577,698                                      |                         |
| 2039  | 56,943,536                                                    | 10.000                                   | 566,588                               | 33,995                            | (11,332)                         | 589,252                                      |                         |
| 2040  | 58,082,407                                                    | 10.000                                   | 577,920                               | 34,675                            | (11,558)                         | 599,252                                      |                         |
| 2041  | 59,244,055                                                    | 10.000                                   | 589,478                               | 35,369                            | (11,790)                         | 601,037                                      |                         |
| 2042  | 60,428,936                                                    | 10.000                                   | 601,268                               | 36,076                            | (12,025)                         | 613,057                                      |                         |
| 2043  | 61,637,515                                                    | 10.000                                   | 613,293                               | 36,798                            | (12,266)                         | 625,319                                      |                         |
| 2044  | 62,870,265                                                    | 10.000                                   | 625,559                               | 37,534                            | (12,511)                         | 637,825                                      |                         |
| 2045  | 64,127,671                                                    | 10.000                                   | 638,070                               | 38,284                            | (12,761)                         | 650,582                                      |                         |
| 2046  | 65,410,224                                                    | 10.000                                   | 650,832                               | 39,050                            | (13,017)                         | 663,593                                      |                         |
| Total |                                                               |                                          | 21,066,632                            | 1,263,998                         | (421,333)                        | 21,909,297                                   |                         |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (MF)  
Assessed Value Calculation

|       | Vacant Land                                    |                                                       | Residential (MF)        |                             |                                   |                                                                   | Total      |
|-------|------------------------------------------------|-------------------------------------------------------|-------------------------|-----------------------------|-----------------------------------|-------------------------------------------------------------------|------------|
|       | Cumulative Statutory Actual Value <sup>1</sup> | Assessed Value In Collection Year (2-year lag) 29.00% | Total Residential Units | Biennial Reassessment 6.00% | Cumulative Statutory Actual Value | Assessed Value <sup>3</sup> In Collection Year (2-year lag) 6.80% |            |
| 2021  | 0                                              | 0                                                     | 0                       | 0                           | 0                                 | 0                                                                 | 0          |
| 2022  | 0                                              | 0                                                     | 0                       | 0                           | 0                                 | 0                                                                 | 0          |
| 2023  | 9,600,000                                      | 0                                                     | 320                     | 0                           | 99,878,400                        | 0                                                                 | 2,784,000  |
| 2024  | 7,200,000                                      | 0                                                     | 240                     | 0                           | 176,285,376                       | 0                                                                 | 8,879,731  |
| 2025  | 0                                              | 2,784,000                                             | 0                       | 10,577,123                  | 186,862,499                       | 6,791,731                                                         | 8,879,731  |
| 2026  | 0                                              | 2,085,000                                             | 0                       | 10,577,123                  | 186,862,499                       | 11,987,406                                                        | 12,706,650 |
| 2027  | 0                                              | 0                                                     | 0                       | 11,211,750                  | 198,074,248                       | 12,706,650                                                        | 12,706,650 |
| 2028  | 0                                              | 0                                                     | 0                       | 11,211,750                  | 198,074,248                       | 13,469,049                                                        | 13,469,049 |
| 2029  | 0                                              | 0                                                     | 0                       | 11,884,455                  | 209,958,703                       | 14,277,192                                                        | 14,277,192 |
| 2030  | 0                                              | 0                                                     | 0                       | 11,884,455                  | 222,556,226                       | 14,277,192                                                        | 15,133,823 |
| 2031  | 0                                              | 0                                                     | 0                       | 12,597,522                  | 235,909,599                       | 15,133,823                                                        | 15,133,823 |
| 2032  | 0                                              | 0                                                     | 0                       | 13,353,374                  | 250,064,175                       | 16,041,853                                                        | 16,041,853 |
| 2033  | 0                                              | 0                                                     | 0                       | 13,353,374                  | 250,064,175                       | 16,041,853                                                        | 16,041,853 |
| 2034  | 0                                              | 0                                                     | 0                       | 14,154,576                  | 265,068,026                       | 17,004,364                                                        | 17,004,364 |
| 2035  | 0                                              | 0                                                     | 0                       | 14,154,576                  | 280,972,107                       | 18,024,626                                                        | 18,024,626 |
| 2036  | 0                                              | 0                                                     | 0                       | 15,003,851                  | 297,830,434                       | 19,106,103                                                        | 19,106,103 |
| 2037  | 0                                              | 0                                                     | 0                       | 15,003,851                  | 315,700,280                       | 20,252,469                                                        | 20,252,469 |
| 2038  | 0                                              | 0                                                     | 0                       | 15,904,082                  | 315,700,280                       | 20,252,469                                                        | 20,252,469 |
| 2039  | 0                                              | 0                                                     | 0                       | 16,858,326                  | 334,642,275                       | 21,467,618                                                        | 21,467,618 |
| 2040  | 0                                              | 0                                                     | 0                       | 16,858,326                  | 354,720,812                       | 22,755,675                                                        | 22,755,675 |
| 2041  | 0                                              | 0                                                     | 0                       | 17,869,826                  | 376,004,080                       | 24,121,015                                                        | 24,121,015 |
| 2042  | 0                                              | 0                                                     | 0                       | 17,869,826                  | 376,004,080                       | 24,121,015                                                        | 24,121,015 |
| 2043  | 0                                              | 0                                                     | 0                       | 18,942,016                  | 398,564,304                       | 25,568,276                                                        | 25,568,276 |
| 2044  | 0                                              | 0                                                     | 0                       | 18,942,016                  | 422,478,162                       | 27,102,373                                                        | 27,102,373 |
| 2045  | 0                                              | 0                                                     | 0                       | 20,078,537                  | 447,826,852                       | 28,728,515                                                        | 28,728,515 |
| 2046  | 0                                              | 0                                                     | 0                       | 20,078,537                  | 474,696,463                       | 30,452,226                                                        | 30,452,226 |
| 2047  | 0                                              | 0                                                     | 0                       | 21,283,249                  | 474,696,463                       | 30,452,226                                                        | 30,452,226 |
| 2048  | 0                                              | 0                                                     | 0                       | 21,283,249                  | 503,178,251                       | 32,279,359                                                        | 32,279,359 |
| 2049  | 0                                              | 0                                                     | 0                       | 22,560,244                  | 503,178,251                       | 32,279,359                                                        | 32,279,359 |
| 2050  | 0                                              | 0                                                     | 0                       | 23,913,858                  | 533,368,946                       | 34,216,121                                                        | 34,216,121 |
| 2051  | 0                                              | 0                                                     | 0                       | 23,913,858                  | 533,368,946                       | 34,216,121                                                        | 34,216,121 |
| 2052  | 0                                              | 0                                                     | 0                       | 25,348,690                  | 565,371,083                       | 36,269,088                                                        | 36,269,088 |
| 2053  | 0                                              | 0                                                     | 0                       | 25,348,690                  |                                   |                                                                   |            |
| 2054  | 0                                              | 0                                                     | 0                       | 26,869,611                  |                                   |                                                                   |            |
| 2055  | 0                                              | 0                                                     | 0                       | 26,869,611                  |                                   |                                                                   |            |
| 2056  | 0                                              | 0                                                     | 0                       | 28,481,788                  |                                   |                                                                   |            |
| 2057  | 0                                              | 0                                                     | 0                       | 28,481,788                  |                                   |                                                                   |            |
| 2058  | 0                                              | 0                                                     | 0                       | 30,190,695                  |                                   |                                                                   |            |
| 2059  | 0                                              | 0                                                     | 0                       | 30,190,695                  |                                   |                                                                   |            |
| 2060  | 0                                              | 0                                                     | 0                       | 32,002,137                  |                                   |                                                                   |            |
| 2061  | 0                                              | 0                                                     | 0                       | 32,002,137                  |                                   |                                                                   |            |
| 2062  | 0                                              | 0                                                     | 0                       | 389,085,707                 |                                   |                                                                   |            |
| 2063  | 0                                              | 0                                                     | 0                       | 389,085,707                 |                                   |                                                                   |            |
| 2064  | 0                                              | 0                                                     | 0                       | 389,085,707                 |                                   |                                                                   |            |
| Total |                                                |                                                       | 560                     | 389,085,707                 |                                   |                                                                   |            |

1. Vacant land value calculated in year prior to construction as 10% of built-out market value  
 2. Manual adjustment to actual value per assessor  
 3. Assumes MF RAR @ 6.80% in 23, 6.75% in 24, back to 7.15% thereafter

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (MF)  
Revenue Calculation

| Year  | District Mill Levy Revenue                           |                                               |                                        |                                      | District Fee Revenue                                    |                                                     |                                                      | Expenses  | Total      |
|-------|------------------------------------------------------|-----------------------------------------------|----------------------------------------|--------------------------------------|---------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------|-----------|------------|
|       | Assessed Value<br>In Collection Year<br>(2-year lag) | Debt Mill Levy<br>40,000 Cap<br>40,000 Target | Debt Mill Levy<br>Collections<br>99.5% | Specific Ownership<br>Taxes<br>6.00% | SFD<br>Facility Fees<br>\$2,500 / unit<br>Intl. @ 5.00% | SFA<br>Facility Fees<br>\$0 / unit<br>Intl. @ 5.00% | MF<br>Facility Fees<br>\$750 / unit<br>Intl. @ 5.00% |           |            |
| 2021  | 0                                                    | 0,000                                         | 0                                      | 0                                    | 0                                                       | 0                                                   | 0                                                    | 0         | 0          |
| 2022  | 0                                                    | 40,000                                        | 0                                      | 0                                    | 0                                                       | 0                                                   | 252,000                                              | 0         | 252,000    |
| 2023  | 2,784,000                                            | 40,000                                        | 1,108,803                              | 6,648                                | 0                                                       | 0                                                   | 198,450                                              | (2,216)   | 313,685    |
| 2024  | 8,879,731                                            | 40,000                                        | 3,534,413                              | 21,205                               | 0                                                       | 0                                                   | 0                                                    | (7,068)   | 367,550    |
| 2025  | 11,987,406                                           | 40,000                                        | 4,777,099                              | 28,626                               | 0                                                       | 0                                                   | 0                                                    | (9,542)   | 496,183    |
| 2026  | 12,706,650                                           | 40,000                                        | 5,057,225                              | 30,343                               | 0                                                       | 0                                                   | 0                                                    | (10,114)  | 525,954    |
| 2027  | 12,706,650                                           | 40,000                                        | 5,057,225                              | 30,343                               | 0                                                       | 0                                                   | 0                                                    | (10,114)  | 525,954    |
| 2028  | 13,469,049                                           | 40,000                                        | 5,368,088                              | 32,164                               | 0                                                       | 0                                                   | 0                                                    | (10,721)  | 557,511    |
| 2029  | 14,277,192                                           | 40,000                                        | 5,688,232                              | 34,094                               | 0                                                       | 0                                                   | 0                                                    | (11,365)  | 590,962    |
| 2030  | 15,133,823                                           | 40,000                                        | 6,023,326                              | 36,140                               | 0                                                       | 0                                                   | 0                                                    | (12,047)  | 626,419    |
| 2031  | 16,041,853                                           | 40,000                                        | 6,384,466                              | 38,308                               | 0                                                       | 0                                                   | 0                                                    | (12,769)  | 664,004    |
| 2032  | 16,041,853                                           | 40,000                                        | 6,384,466                              | 38,308                               | 0                                                       | 0                                                   | 0                                                    | (12,769)  | 664,004    |
| 2033  | 17,004,364                                           | 40,000                                        | 6,768,774                              | 40,606                               | 0                                                       | 0                                                   | 0                                                    | (13,535)  | 703,845    |
| 2034  | 17,004,364                                           | 40,000                                        | 6,768,774                              | 40,606                               | 0                                                       | 0                                                   | 0                                                    | (13,535)  | 703,845    |
| 2035  | 18,024,626                                           | 40,000                                        | 7,173,380                              | 43,043                               | 0                                                       | 0                                                   | 0                                                    | (14,348)  | 746,075    |
| 2036  | 18,024,626                                           | 40,000                                        | 7,173,380                              | 43,043                               | 0                                                       | 0                                                   | 0                                                    | (14,348)  | 746,075    |
| 2037  | 19,106,103                                           | 40,000                                        | 7,604,233                              | 45,625                               | 0                                                       | 0                                                   | 0                                                    | (15,208)  | 790,840    |
| 2038  | 19,106,103                                           | 40,000                                        | 7,604,233                              | 45,625                               | 0                                                       | 0                                                   | 0                                                    | (15,208)  | 790,840    |
| 2039  | 20,252,469                                           | 40,000                                        | 8,068,048                              | 48,363                               | 0                                                       | 0                                                   | 0                                                    | (16,121)  | 838,290    |
| 2040  | 20,252,469                                           | 40,000                                        | 8,068,048                              | 48,363                               | 0                                                       | 0                                                   | 0                                                    | (16,121)  | 838,290    |
| 2041  | 21,467,618                                           | 40,000                                        | 8,544,411                              | 51,265                               | 0                                                       | 0                                                   | 0                                                    | (17,088)  | 888,588    |
| 2042  | 21,467,618                                           | 40,000                                        | 8,544,411                              | 51,265                               | 0                                                       | 0                                                   | 0                                                    | (17,088)  | 888,588    |
| 2043  | 22,755,675                                           | 40,000                                        | 9,056,676                              | 54,341                               | 0                                                       | 0                                                   | 0                                                    | (18,114)  | 941,903    |
| 2044  | 22,755,675                                           | 40,000                                        | 9,056,676                              | 54,341                               | 0                                                       | 0                                                   | 0                                                    | (18,114)  | 941,903    |
| 2045  | 24,121,015                                           | 40,000                                        | 9,600,016                              | 57,601                               | 0                                                       | 0                                                   | 0                                                    | (19,200)  | 998,417    |
| 2046  | 24,121,015                                           | 40,000                                        | 9,600,016                              | 57,601                               | 0                                                       | 0                                                   | 0                                                    | (19,200)  | 998,417    |
| 2047  | 25,568,276                                           | 40,000                                        | 1,017,617                              | 61,057                               | 0                                                       | 0                                                   | 0                                                    | (20,352)  | 1,058,322  |
| 2048  | 25,568,276                                           | 40,000                                        | 1,017,617                              | 61,057                               | 0                                                       | 0                                                   | 0                                                    | (20,352)  | 1,058,322  |
| 2049  | 27,102,373                                           | 40,000                                        | 1,078,674                              | 64,720                               | 0                                                       | 0                                                   | 0                                                    | (21,573)  | 1,121,821  |
| 2050  | 27,102,373                                           | 40,000                                        | 1,078,674                              | 64,720                               | 0                                                       | 0                                                   | 0                                                    | (21,573)  | 1,121,821  |
| 2051  | 28,728,515                                           | 40,000                                        | 1,143,395                              | 68,604                               | 0                                                       | 0                                                   | 0                                                    | (22,868)  | 1,189,131  |
| 2052  | 28,728,515                                           | 40,000                                        | 1,143,395                              | 68,604                               | 0                                                       | 0                                                   | 0                                                    | (22,868)  | 1,189,131  |
| 2053  | 30,452,226                                           | 40,000                                        | 1,211,999                              | 72,720                               | 0                                                       | 0                                                   | 0                                                    | (24,240)  | 1,260,479  |
| 2054  | 30,452,226                                           | 40,000                                        | 1,211,999                              | 72,720                               | 0                                                       | 0                                                   | 0                                                    | (24,240)  | 1,260,479  |
| 2055  | 32,279,359                                           | 40,000                                        | 1,284,719                              | 77,083                               | 0                                                       | 0                                                   | 0                                                    | (25,694)  | 1,336,107  |
| 2056  | 32,279,359                                           | 40,000                                        | 1,284,719                              | 77,083                               | 0                                                       | 0                                                   | 0                                                    | (25,694)  | 1,336,107  |
| 2057  | 34,216,121                                           | 40,000                                        | 1,361,802                              | 81,708                               | 0                                                       | 0                                                   | 0                                                    | (27,236)  | 1,416,274  |
| 2058  | 34,216,121                                           | 40,000                                        | 1,361,802                              | 81,708                               | 0                                                       | 0                                                   | 0                                                    | (27,236)  | 1,416,274  |
| 2059  | 36,269,088                                           | 40,000                                        | 1,443,510                              | 86,611                               | 0                                                       | 0                                                   | 0                                                    | (28,870)  | 1,501,250  |
| 2060  | 36,269,088                                           | 40,000                                        | 1,443,510                              | 86,611                               | 0                                                       | 0                                                   | 0                                                    | (28,870)  | 1,501,250  |
| Total |                                                      |                                               | 33,644,327                             | 2,018,660                            | 0                                                       | 0                                                   | 450,450                                              | (672,887) | 35,440,550 |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7 (M/F)  
Operations Projection

|       | Total<br>Assessed Value<br>In Collection Year<br>(2-year lag) | Operations Revenue                       |                              |                                   |                                  | Total<br>Revenue Available<br>for Operations | Total<br>District Mills |
|-------|---------------------------------------------------------------|------------------------------------------|------------------------------|-----------------------------------|----------------------------------|----------------------------------------------|-------------------------|
|       |                                                               | Operations<br>Mill Levy<br>10,000 Target | Ops Mill Levy<br>Collections | Specific Ownership<br>Taxes<br>6% | County Treasurer<br>Fee<br>2.00% |                                              |                         |
| 2021  |                                                               |                                          |                              |                                   |                                  |                                              |                         |
| 2022  |                                                               |                                          |                              |                                   |                                  |                                              |                         |
| 2023  | 0                                                             | 0.000                                    | 0                            | 0                                 | 0                                | 0.000                                        |                         |
| 2024  | 0                                                             | 0.000                                    | 0                            | 0                                 | 0                                | 40.000                                       |                         |
| 2025  | 2,794,000                                                     | 10.000                                   | 27,701                       | 1,662                             | 28,776                           | 50.000                                       |                         |
| 2026  | 8,879,731                                                     | 10.000                                   | 88,353                       | 5,301                             | 91,781                           | 50.000                                       |                         |
| 2027  | 11,987,406                                                    | 10.000                                   | 119,275                      | 7,156                             | 123,903                          | 50.000                                       |                         |
| 2028  | 12,706,650                                                    | 10.000                                   | 126,431                      | 7,586                             | 131,337                          | 50.000                                       |                         |
| 2029  | 12,706,650                                                    | 10.000                                   | 126,431                      | 7,586                             | 131,337                          | 50.000                                       |                         |
| 2030  | 13,469,049                                                    | 10.000                                   | 134,017                      | 8,041                             | 139,217                          | 50.000                                       |                         |
| 2031  | 13,469,049                                                    | 10.000                                   | 134,017                      | 8,041                             | 139,217                          | 50.000                                       |                         |
| 2032  | 14,277,192                                                    | 10.000                                   | 142,056                      | 8,523                             | 147,570                          | 50.000                                       |                         |
| 2033  | 14,277,192                                                    | 10.000                                   | 142,056                      | 8,523                             | 147,570                          | 50.000                                       |                         |
| 2034  | 15,133,823                                                    | 10.000                                   | 150,582                      | 9,035                             | 156,424                          | 50.000                                       |                         |
| 2035  | 15,133,823                                                    | 10.000                                   | 150,582                      | 9,035                             | 156,424                          | 50.000                                       |                         |
| 2036  | 16,041,853                                                    | 10.000                                   | 159,616                      | 9,577                             | 165,810                          | 50.000                                       |                         |
| 2037  | 16,041,853                                                    | 10.000                                   | 159,616                      | 9,577                             | 165,810                          | 50.000                                       |                         |
| 2038  | 17,004,364                                                    | 10.000                                   | 169,193                      | 10,152                            | 175,758                          | 50.000                                       |                         |
| 2039  | 17,004,364                                                    | 10.000                                   | 169,193                      | 10,152                            | 175,758                          | 50.000                                       |                         |
| 2040  | 18,024,626                                                    | 10.000                                   | 179,345                      | 10,761                            | 186,304                          | 50.000                                       |                         |
| 2041  | 18,024,626                                                    | 10.000                                   | 179,345                      | 10,761                            | 186,304                          | 50.000                                       |                         |
| 2042  | 19,106,103                                                    | 10.000                                   | 190,106                      | 11,406                            | 197,482                          | 50.000                                       |                         |
| 2043  | 19,106,103                                                    | 10.000                                   | 190,106                      | 11,406                            | 197,482                          | 50.000                                       |                         |
| 2044  | 20,252,469                                                    | 10.000                                   | 201,512                      | 12,091                            | 209,331                          | 50.000                                       |                         |
| 2045  | 20,252,469                                                    | 10.000                                   | 201,512                      | 12,091                            | 209,331                          | 50.000                                       |                         |
| 2046  | 21,467,618                                                    | 10.000                                   | 213,603                      | 12,816                            | 221,891                          | 50.000                                       |                         |
| 2047  | 21,467,618                                                    | 10.000                                   | 213,603                      | 12,816                            | 221,891                          | 50.000                                       |                         |
| 2048  | 22,755,675                                                    | 10.000                                   | 226,419                      | 13,585                            | 235,204                          | 50.000                                       |                         |
| 2049  | 22,755,675                                                    | 10.000                                   | 226,419                      | 13,585                            | 235,204                          | 50.000                                       |                         |
| 2050  | 24,121,015                                                    | 10.000                                   | 240,004                      | 14,400                            | 249,316                          | 50.000                                       |                         |
| 2051  | 24,121,015                                                    | 10.000                                   | 240,004                      | 14,400                            | 249,316                          | 50.000                                       |                         |
| 2052  | 25,568,276                                                    | 10.000                                   | 254,404                      | 15,264                            | 264,275                          | 50.000                                       |                         |
| 2053  | 25,568,276                                                    | 10.000                                   | 254,404                      | 15,264                            | 264,275                          | 50.000                                       |                         |
| 2054  | 27,102,373                                                    | 10.000                                   | 269,669                      | 16,180                            | 280,132                          | 50.000                                       |                         |
| 2055  | 27,102,373                                                    | 10.000                                   | 269,669                      | 16,180                            | 280,132                          | 50.000                                       |                         |
| 2056  | 28,728,515                                                    | 10.000                                   | 285,849                      | 17,151                            | 296,940                          | 50.000                                       |                         |
| 2057  | 28,728,515                                                    | 10.000                                   | 285,849                      | 17,151                            | 296,940                          | 50.000                                       |                         |
| 2058  | 30,452,226                                                    | 10.000                                   | 303,000                      | 18,180                            | 314,756                          | 50.000                                       |                         |
| 2059  | 30,452,226                                                    | 10.000                                   | 303,000                      | 18,180                            | 314,756                          | 50.000                                       |                         |
| 2060  | 32,279,359                                                    | 10.000                                   | 321,180                      | 19,271                            | 333,641                          | 50.000                                       |                         |
| 2061  | 32,279,359                                                    | 10.000                                   | 321,180                      | 19,271                            | 333,641                          | 50.000                                       |                         |
| 2062  | 34,216,121                                                    | 10.000                                   | 340,450                      | 20,427                            | 353,660                          | 50.000                                       |                         |
| 2063  | 34,216,121                                                    | 10.000                                   | 340,450                      | 20,427                            | 353,660                          | 50.000                                       |                         |
| 2064  | 36,269,088                                                    | 10.000                                   | 360,877                      | 21,653                            | 374,879                          | 50.000                                       |                         |
| Total |                                                               |                                          | 8,411,082                    | 504,665                           | 8,737,432                        |                                              |                         |
|       |                                                               |                                          |                              |                                   | (178,315)                        |                                              |                         |

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
Assessed Value Calculation

Combined District Revenues

|       | MD#1-7 Res <sup>1</sup><br>Assessed Value<br>In Collection Year<br>(2-year lag) | MD#1-7 Comm <sup>1</sup><br>Assessed Value<br>In Collection Year<br>(2-year lag) | MD#1-7 MF<br>Assessed Value<br>In Collection Year<br>(2-year lag) | Total<br>Assessed Value*<br>In Collection Year<br>(2-year lag) | MD#1-7 Res <sup>1</sup><br>Available<br>Revenue | MD#1-7 Comm <sup>1</sup><br>Available<br>Revenue | MD#4-7 Res <sup>1</sup><br>Available<br>Revenue | Total<br>Available<br>Revenue | Expenses<br>Annual Trustee<br>Fee<br>\$4,000 | Total<br>Revenue Available<br>for Debt Service |
|-------|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------|-------------------------------------------------|-------------------------------|----------------------------------------------|------------------------------------------------|
| 2021  |                                                                                 |                                                                                  |                                                                   |                                                                |                                                 |                                                  |                                                 |                               |                                              |                                                |
| 2022  | 110,156                                                                         | 6,436,495                                                                        | 0                                                                 | 6,546,651                                                      | 0                                               | 0                                                | 0                                               | 0                             | 0                                            | 0                                              |
| 2023  | 147,105                                                                         | 6,229,841                                                                        | 0                                                                 | 6,376,945                                                      | 465,581                                         | 432,656                                          | 252,000                                         | 1,150,237                     | 0                                            | 1,150,237                                      |
| 2024  | 2,507,946                                                                       | 7,286,992                                                                        | 2,784,000                                                         | 12,578,937                                                     | 586,153                                         | 496,007                                          | 313,685                                         | 1,395,845                     | (4,000)                                      | 1,391,845                                      |
| 2025  | 8,524,371                                                                       | 24,663,089                                                                       | 8,879,731                                                         | 42,067,191                                                     | 859,302                                         | 1,291,021                                        | 367,550                                         | 2,517,872                     | (4,000)                                      | 2,513,872                                      |
| 2026  | 14,655,168                                                                      | 43,971,539                                                                       | 11,987,406                                                        | 70,614,113                                                     | 1,138,391                                       | 2,275,087                                        | 496,183                                         | 3,909,661                     | (4,000)                                      | 3,905,661                                      |
| 2027  | 21,643,254                                                                      | 48,970,980                                                                       | 12,706,650                                                        | 83,320,884                                                     | 1,454,231                                       | 2,533,759                                        | 525,954                                         | 4,513,943                     | (4,000)                                      | 4,509,943                                      |
| 2028  | 28,021,736                                                                      | 48,590,172                                                                       | 13,469,049                                                        | 89,318,958                                                     | 1,432,632                                       | 2,514,056                                        | 525,954                                         | 4,283,641                     | (4,000)                                      | 4,279,641                                      |
| 2029  | 34,998,204                                                                      | 49,171,013                                                                       | 13,469,049                                                        | 96,638,266                                                     | 1,407,254                                       | 2,544,108                                        | 557,511                                         | 4,508,873                     | (4,000)                                      | 4,504,873                                      |
| 2030  | 34,601,854                                                                      | 46,713,533                                                                       | 13,469,049                                                        | 94,784,436                                                     | 1,432,240                                       | 2,416,988                                        | 557,511                                         | 4,406,709                     | (4,000)                                      | 4,402,709                                      |
| 2031  | 36,677,965                                                                      | 47,647,804                                                                       | 14,277,192                                                        | 98,602,961                                                     | 1,518,174                                       | 2,465,297                                        | 590,962                                         | 4,574,433                     | (4,000)                                      | 4,570,433                                      |
| 2032  | 36,677,965                                                                      | 47,647,804                                                                       | 15,133,823                                                        | 102,613,227                                                    | 1,518,174                                       | 2,465,297                                        | 626,419                                         | 4,750,287                     | (4,000)                                      | 4,746,287                                      |
| 2033  | 38,878,643                                                                      | 48,600,760                                                                       | 15,133,823                                                        | 102,613,227                                                    | 1,609,285                                       | 2,514,603                                        | 626,419                                         | 4,750,287                     | (4,000)                                      | 4,746,287                                      |
| 2034  | 38,878,643                                                                      | 48,600,760                                                                       | 15,133,823                                                        | 102,613,227                                                    | 1,609,285                                       | 2,514,603                                        | 626,419                                         | 4,750,287                     | (4,000)                                      | 4,746,287                                      |
| 2035  | 38,878,643                                                                      | 48,600,760                                                                       | 15,133,823                                                        | 102,613,227                                                    | 1,609,285                                       | 2,514,603                                        | 626,419                                         | 4,750,287                     | (4,000)                                      | 4,746,287                                      |
| 2036  | 41,211,362                                                                      | 49,572,775                                                                       | 16,041,853                                                        | 106,825,990                                                    | 1,705,821                                       | 2,564,895                                        | 664,004                                         | 4,934,720                     | (4,000)                                      | 4,930,720                                      |
| 2037  | 41,211,362                                                                      | 49,572,775                                                                       | 16,041,853                                                        | 106,825,990                                                    | 1,705,821                                       | 2,564,895                                        | 664,004                                         | 4,934,720                     | (4,000)                                      | 4,930,720                                      |
| 2038  | 43,684,043                                                                      | 50,564,231                                                                       | 17,004,364                                                        | 111,252,638                                                    | 1,808,170                                       | 2,616,193                                        | 703,845                                         | 5,128,208                     | (4,000)                                      | 5,124,208                                      |
| 2039  | 43,684,043                                                                      | 50,564,231                                                                       | 17,004,364                                                        | 111,252,638                                                    | 1,808,170                                       | 2,616,193                                        | 703,845                                         | 5,128,208                     | (4,000)                                      | 5,124,208                                      |
| 2040  | 46,305,086                                                                      | 51,575,515                                                                       | 18,024,626                                                        | 115,905,227                                                    | 1,916,660                                       | 2,668,517                                        | 746,075                                         | 5,327,253                     | (4,000)                                      | 5,323,253                                      |
| 2041  | 46,305,086                                                                      | 51,575,515                                                                       | 18,024,626                                                        | 115,905,227                                                    | 1,916,660                                       | 2,668,517                                        | 746,075                                         | 5,327,253                     | (4,000)                                      | 5,323,253                                      |
| 2042  | 49,083,391                                                                      | 52,607,026                                                                       | 19,106,103                                                        | 120,796,520                                                    | 2,031,660                                       | 2,721,888                                        | 790,840                                         | 5,544,387                     | (4,000)                                      | 5,540,387                                      |
| 2043  | 49,083,391                                                                      | 52,607,026                                                                       | 19,106,103                                                        | 120,796,520                                                    | 2,031,660                                       | 2,721,888                                        | 790,840                                         | 5,544,387                     | (4,000)                                      | 5,540,387                                      |
| 2044  | 52,028,395                                                                      | 53,659,166                                                                       | 20,252,469                                                        | 125,940,030                                                    | 2,153,559                                       | 2,776,325                                        | 838,290                                         | 5,768,175                     | (4,000)                                      | 5,764,175                                      |
| 2045  | 52,028,395                                                                      | 53,659,166                                                                       | 20,252,469                                                        | 125,940,030                                                    | 2,153,559                                       | 2,776,325                                        | 838,290                                         | 5,768,175                     | (4,000)                                      | 5,764,175                                      |
| 2046  | 55,150,098                                                                      | 54,732,350                                                                       | 21,467,618                                                        | 131,350,066                                                    | 2,282,773                                       | 2,831,852                                        | 888,588                                         | 6,003,212                     | (4,000)                                      | 5,999,212                                      |
| 2047  | 55,150,098                                                                      | 54,732,350                                                                       | 21,467,618                                                        | 131,350,066                                                    | 2,282,773                                       | 2,831,852                                        | 888,588                                         | 6,003,212                     | (4,000)                                      | 5,999,212                                      |
| 2048  | 58,459,104                                                                      | 55,826,997                                                                       | 22,755,675                                                        | 137,041,775                                                    | 2,419,739                                       | 2,888,489                                        | 941,903                                         | 6,250,131                     | (4,000)                                      | 6,246,131                                      |
| 2049  | 58,459,104                                                                      | 55,826,997                                                                       | 22,755,675                                                        | 137,041,775                                                    | 2,419,739                                       | 2,888,489                                        | 941,903                                         | 6,250,131                     | (4,000)                                      | 6,246,131                                      |
| 2050  | 61,966,650                                                                      | 56,943,536                                                                       | 24,121,015                                                        | 143,031,202                                                    | 2,564,924                                       | 2,946,259                                        | 998,417                                         | 6,509,599                     | (4,000)                                      | 6,505,599                                      |
| 2051  | 61,966,650                                                                      | 56,943,536                                                                       | 24,121,015                                                        | 143,031,202                                                    | 2,564,924                                       | 2,946,259                                        | 998,417                                         | 6,509,599                     | (4,000)                                      | 6,505,599                                      |
| 2052  | 65,684,649                                                                      | 58,082,407                                                                       | 25,568,276                                                        | 149,335,333                                                    | 2,718,819                                       | 3,005,184                                        | 1,058,322                                       | 6,782,325                     | (4,000)                                      | 6,778,325                                      |
| 2053  | 65,684,649                                                                      | 58,082,407                                                                       | 25,568,276                                                        | 149,335,333                                                    | 2,718,819                                       | 3,005,184                                        | 1,058,322                                       | 6,782,325                     | (4,000)                                      | 6,778,325                                      |
| 2054  | 69,625,728                                                                      | 59,244,055                                                                       | 27,102,373                                                        | 155,972,156                                                    | 2,881,948                                       | 3,065,287                                        | 1,121,821                                       | 7,069,057                     | (4,000)                                      | 7,065,057                                      |
| 2055  | 69,625,728                                                                      | 59,244,055                                                                       | 27,102,373                                                        | 155,972,156                                                    | 2,881,948                                       | 3,065,287                                        | 1,121,821                                       | 7,069,057                     | (4,000)                                      | 7,065,057                                      |
| 2056  | 73,803,272                                                                      | 60,428,936                                                                       | 28,728,515                                                        | 162,960,724                                                    | 3,054,865                                       | 3,126,593                                        | 1,189,131                                       | 7,370,589                     | (4,000)                                      | 7,366,589                                      |
| 2057  | 73,803,272                                                                      | 60,428,936                                                                       | 28,728,515                                                        | 162,960,724                                                    | 3,054,865                                       | 3,126,593                                        | 1,189,131                                       | 7,370,589                     | (4,000)                                      | 7,366,589                                      |
| 2058  | 78,231,469                                                                      | 61,637,515                                                                       | 30,452,226                                                        | 170,321,210                                                    | 3,238,157                                       | 3,189,125                                        | 1,260,479                                       | 7,687,761                     | (4,000)                                      | 7,683,761                                      |
| 2059  | 78,231,469                                                                      | 61,637,515                                                                       | 30,452,226                                                        | 170,321,210                                                    | 3,238,157                                       | 3,189,125                                        | 1,260,479                                       | 7,687,761                     | (4,000)                                      | 7,683,761                                      |
| 2060  | 82,925,357                                                                      | 62,870,265                                                                       | 32,279,359                                                        | 178,074,982                                                    | 3,432,446                                       | 3,252,908                                        | 1,336,107                                       | 8,021,461                     | (4,000)                                      | 8,017,461                                      |
| 2061  | 82,925,357                                                                      | 62,870,265                                                                       | 32,279,359                                                        | 178,074,982                                                    | 3,432,446                                       | 3,252,908                                        | 1,336,107                                       | 8,021,461                     | (4,000)                                      | 8,017,461                                      |
| 2062  | 87,900,878                                                                      | 64,127,671                                                                       | 34,216,121                                                        | 186,244,670                                                    | 3,638,393                                       | 3,317,966                                        | 1,416,274                                       | 8,372,633                     | (4,000)                                      | 8,368,633                                      |
| 2063  | 87,900,878                                                                      | 64,127,671                                                                       | 34,216,121                                                        | 186,244,670                                                    | 3,638,393                                       | 3,317,966                                        | 1,416,274                                       | 8,372,633                     | (4,000)                                      | 8,368,633                                      |
| 2064  | 93,174,931                                                                      | 65,410,224                                                                       | 36,269,088                                                        | 194,854,243                                                    | 3,856,697                                       | 3,384,325                                        | 1,501,250                                       | 8,742,272                     | (4,000)                                      | 8,738,272                                      |
| Total |                                                                                 |                                                                                  |                                                                   |                                                                | 90,394,225                                      | 109,790,739                                      | 35,440,550                                      | 235,625,514                   | (160,000)                                    | 235,465,514                                    |

[1] Prelim. 2023 AV (8,15,22) = \$7,632,188; MD#1 (\$10) + MD#2 (\$7,611,319) + MD#3 (\$20,859)

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
Senior Debt Service



|       | Total       | Net Debt Service |                  | Total       | Funds on Hand as a Source | Senior Surplus Fund |                    |                  |                               | Ratio Analysis        |      |  |  |
|-------|-------------|------------------|------------------|-------------|---------------------------|---------------------|--------------------|------------------|-------------------------------|-----------------------|------|--|--|
|       |             | Series 2024      | Series 2034      |             |                           | Annual Surplus      | Cumulative Balance | Released Revenue | Senior Debt to Assessed Value | Debt Service Coverage |      |  |  |
| 2021  |             |                  |                  |             |                           |                     |                    |                  |                               |                       |      |  |  |
| 2022  | 0           |                  |                  |             |                           |                     |                    |                  |                               |                       |      |  |  |
| 2023  | 1,150,237   | 0                |                  | 0           |                           | n/a                 | 1,150,237          | 0                | 0                             | 0%                    | n/a  |  |  |
| 2024  | 1,391,845   | 0                |                  | 0           |                           | n/a                 | 2,542,082          | 0                | 0                             | 0%                    | n/a  |  |  |
| 2025  | 2,513,872   | 1,942,000        |                  | 1,942,000   |                           | n/a                 | 3,113,954          | 0                | 0                             | 185%                  | 129% |  |  |
| 2026  | 3,905,661   | 3,884,000        |                  | 3,884,000   |                           | n/a                 | 3,135,615          | 0                | 0                             | 110%                  | 101% |  |  |
| 2027  | 4,509,943   | 4,509,000        |                  | 4,509,000   |                           | n/a                 | 3,136,558          | 0                | 0                             | 93%                   | 100% |  |  |
| 2028  | 4,279,641   | 4,277,750        |                  | 4,277,750   |                           | n/a                 | 3,138,449          | 0                | 0                             | 86%                   | 100% |  |  |
| 2029  | 4,504,873   | 4,501,500        |                  | 4,501,500   |                           | n/a                 | 3,141,822          | 0                | 0                             | 79%                   | 100% |  |  |
| 2030  | 4,402,709   | 4,398,000        |                  | 4,398,000   |                           | n/a                 | 3,146,531          | 0                | 0                             | 80%                   | 100% |  |  |
| 2031  | 4,570,433   | 4,568,000        |                  | 4,568,000   |                           | n/a                 | 3,148,964          | 0                | 0                             | 76%                   | 100% |  |  |
| 2032  | 4,570,433   | 4,568,000        |                  | 4,568,000   |                           | n/a                 | 3,151,397          | 0                | 0                             | 76%                   | 100% |  |  |
| 2033  | 4,746,287   | 4,746,000        |                  | 4,746,000   |                           | n/a                 | 1,684              | 0                | 0                             | 72%                   | 100% |  |  |
| 2034  | 4,746,287   | 4,746,000        |                  | 4,746,000   |                           | (3,149,713)         | 1,684              | 0                | 0                             | 107%                  | 100% |  |  |
| 2035  | 4,930,720   | 4,927,625        | Reid by Ser. '34 | 4,927,625   |                           | 4,850               | 6,534              | 0                | 0                             | 102%                  | 100% |  |  |
| 2036  | 4,930,720   | 4,925,938        |                  | 4,925,938   |                           | 3,095               | 9,630              | 0                | 0                             | 102%                  | 100% |  |  |
| 2037  | 5,124,208   | 5,123,125        |                  | 5,123,125   |                           | 4,783               | 14,413             | 0                | 0                             | 101%                  | 100% |  |  |
| 2038  | 5,124,208   | 5,121,688        |                  | 5,121,688   |                           | 1,083               | 15,495             | 0                | 0                             | 96%                   | 100% |  |  |
| 2039  | 5,327,253   | 5,323,750        |                  | 5,323,750   |                           | 2,520               | 18,016             | 0                | 0                             | 95%                   | 100% |  |  |
| 2040  | 5,327,253   | 5,326,625        |                  | 5,326,625   |                           | 3,503               | 21,518             | 0                | 0                             | 91%                   | 100% |  |  |
| 2041  | 5,540,387   | 5,537,438        |                  | 5,537,438   |                           | 628                 | 22,146             | 0                | 0                             | 89%                   | 100% |  |  |
| 2042  | 5,540,387   | 5,538,313        |                  | 5,538,313   |                           | 2,075               | 25,096             | 0                | 0                             | 84%                   | 100% |  |  |
| 2043  | 5,764,175   | 5,761,750        |                  | 5,761,750   |                           | 2,425               | 29,595             | 0                | 0                             | 83%                   | 100% |  |  |
| 2044  | 5,764,175   | 5,759,313        |                  | 5,759,313   |                           | 4,862               | 34,457             | 0                | 0                             | 78%                   | 100% |  |  |
| 2045  | 5,999,212   | 5,994,063        |                  | 5,994,063   |                           | 5,150               | 39,607             | 0                | 0                             | 72%                   | 100% |  |  |
| 2046  | 5,999,212   | 5,997,000        |                  | 5,997,000   |                           | 2,212               | 41,819             | 0                | 0                             | 70%                   | 100% |  |  |
| 2047  | 6,246,131   | 6,243,000        |                  | 6,243,000   |                           | 4,756               | 46,575             | 0                | 0                             | 65%                   | 100% |  |  |
| 2048  | 6,246,131   | 6,243,000        |                  | 6,243,000   |                           | 3,131               | 49,706             | 0                | 0                             | 63%                   | 100% |  |  |
| 2049  | 6,505,599   | 6,505,500        |                  | 6,505,500   |                           | 99                  | 49,805             | 0                | 0                             | 58%                   | 100% |  |  |
| 2050  | 6,505,599   | 6,503,938        |                  | 6,503,938   |                           | 1,662               | 51,467             | 0                | 0                             | 56%                   | 100% |  |  |
| 2051  | 6,778,325   | 6,777,688        |                  | 6,777,688   |                           | 637                 | 52,104             | 0                | 0                             | 51%                   | 100% |  |  |
| 2052  | 6,778,325   | 6,776,250        |                  | 6,776,250   |                           | 2,075               | 54,179             | 0                | 0                             | 49%                   | 100% |  |  |
| 2053  | 7,065,057   | 7,064,375        |                  | 7,064,375   |                           | 682                 | 54,861             | 0                | 0                             | 44%                   | 100% |  |  |
| 2054  | 7,065,057   | 7,061,000        |                  | 7,061,000   |                           | 4,057               | 58,918             | 0                | 0                             | 41%                   | 100% |  |  |
| 2055  | 7,366,589   | 7,361,438        |                  | 7,361,438   |                           | 5,151               | 64,070             | 0                | 0                             | 37%                   | 100% |  |  |
| 2056  | 7,366,589   | 7,364,063        |                  | 7,364,063   |                           | 2,526               | 66,596             | 0                | 0                             | 33%                   | 100% |  |  |
| 2057  | 7,683,761   | 7,679,375        |                  | 7,679,375   |                           | 4,386               | 70,982             | 0                | 0                             | 29%                   | 100% |  |  |
| 2058  | 7,683,761   | 7,680,375        |                  | 7,680,375   |                           | 3,386               | 74,367             | 0                | 0                             | 25%                   | 100% |  |  |
| 2059  | 8,017,461   | 8,013,125        |                  | 8,013,125   |                           | 4,336               | 78,703             | 0                | 0                             | 21%                   | 100% |  |  |
| 2060  | 8,017,461   | 8,014,875        |                  | 8,014,875   |                           | 2,586               | 81,289             | 0                | 0                             | 17%                   | 100% |  |  |
| 2061  | 8,367,250   | 8,367,250        |                  | 8,367,250   |                           | 1,883               | 82,672             | 0                | 0                             | 13%                   | 100% |  |  |
| 2062  | 8,367,250   | 8,366,750        |                  | 8,366,750   |                           | 2,522               | 84,554             | 0                | 0                             | 9%                    | 100% |  |  |
| 2063  | 8,367,250   | 8,365,750        |                  | 8,365,750   |                           |                     | 87,076             | 0                | 0                             | 4%                    | 100% |  |  |
| 2064  |             |                  |                  |             |                           |                     |                    |                  |                               |                       |      |  |  |
| Total | 235,465,514 | 37,394,250       | 194,834,188      | 232,228,438 | 3,150,000                 | (3,064,321)         | 87,076             |                  |                               |                       |      |  |  |

**SOURCES AND USES OF FUNDS**

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
LARIMER COUNTY, COLORADO  
GENERAL OBLIGATION BONDS, SERIES 2024  
Combined District Revenues  
Non-Rated, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

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Dated Date 12/01/2024
Delivery Date 12/01/2024

Sources:

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Bond Proceeds:	
Par Amount	77,680,000.00
<hr/>	
	77,680,000.00
<hr/> <hr/>	

Uses:

<hr/>	
Project Fund Deposits:	
Project Fund	63,222,650.00
Other Fund Deposits:	
Capitalized Interest Fund	5,826,000.00
Debt Service Reserve Fund	6,777,750.00
	<hr/>
	12,603,750.00
Cost of Issuance:	
Other Cost of Issuance	300,000.00
Delivery Date Expenses:	
Underwriter's Discount	1,553,600.00
	<hr/>
	77,680,000.00
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BOND SUMMARY STATISTICS

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
LARIMER COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
Combined District Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

Dated Date	12/01/2024
Delivery Date	12/01/2024
First Coupon	06/01/2025
Last Maturity	12/01/2054
Arbitrage Yield	5.000000%
True Interest Cost (TIC)	5.154722%
Net Interest Cost (NIC)	5.000000%
All-In TIC	5.185133%
Average Coupon	5.000000%
Average Life (years)	22.789
Weighted Average Maturity (years)	22.789
Duration of Issue (years)	13.331
Par Amount	77,680,000.00
Bond Proceeds	77,680,000.00
Total Interest	88,513,500.00
Net Interest	90,067,100.00
Bond Years from Dated Date	1,770,270,000.00
Bond Years from Delivery Date	1,770,270,000.00
Total Debt Service	166,193,500.00
Maximum Annual Debt Service	13,839,000.00
Average Annual Debt Service	5,539,783.33
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	20.000000
Total Underwriter's Discount	20.000000
Bid Price	98.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2054	77,680,000.00	100.000	5.000%	22.789	09/15/2047	120,404.00
	77,680,000.00			22.789		120,404.00

	TIC	All-In TIC	Arbitrage Yield
Par Value	77,680,000.00	77,680,000.00	77,680,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-1,553,600.00	-1,553,600.00	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts			
Target Value	76,126,400.00	75,826,400.00	77,680,000.00
Target Date	12/01/2024	12/01/2024	12/01/2024
Yield	5.154722%	5.185133%	5.000000%

BOND DEBT SERVICE

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7

LARIMER COUNTY, COLORADO

GENERAL OBLIGATION BONDS, SERIES 2024

Combined District Revenues

Non-Rated, 100x, 30-yr. Maturity

(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)

Dated Date 12/01/2024
 Delivery Date 12/01/2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2025			1,942,000.00	1,942,000.00	
12/01/2025			1,942,000.00	1,942,000.00	3,884,000.00
06/01/2026			1,942,000.00	1,942,000.00	
12/01/2026			1,942,000.00	1,942,000.00	3,884,000.00
06/01/2027			1,942,000.00	1,942,000.00	
12/01/2027			1,942,000.00	1,942,000.00	3,884,000.00
06/01/2028			1,942,000.00	1,942,000.00	
12/01/2028	625,000.00	5.000%	1,942,000.00	2,567,000.00	4,509,000.00
06/01/2029			1,926,375.00	1,926,375.00	
12/01/2029	425,000.00	5.000%	1,926,375.00	2,351,375.00	4,277,750.00
06/01/2030			1,915,750.00	1,915,750.00	
12/01/2030	670,000.00	5.000%	1,915,750.00	2,585,750.00	4,501,500.00
06/01/2031			1,899,000.00	1,899,000.00	
12/01/2031	600,000.00	5.000%	1,899,000.00	2,499,000.00	4,398,000.00
06/01/2032			1,884,000.00	1,884,000.00	
12/01/2032	800,000.00	5.000%	1,884,000.00	2,684,000.00	4,568,000.00
06/01/2033			1,864,000.00	1,864,000.00	
12/01/2033	840,000.00	5.000%	1,864,000.00	2,704,000.00	4,568,000.00
06/01/2034			1,843,000.00	1,843,000.00	
12/01/2034	1,060,000.00	5.000%	1,843,000.00	2,903,000.00	4,746,000.00
06/01/2035			1,816,500.00	1,816,500.00	
12/01/2035	1,110,000.00	5.000%	1,816,500.00	2,926,500.00	4,743,000.00
06/01/2036			1,788,750.00	1,788,750.00	
12/01/2036	1,350,000.00	5.000%	1,788,750.00	3,138,750.00	4,927,500.00
06/01/2037			1,755,000.00	1,755,000.00	
12/01/2037	1,420,000.00	5.000%	1,755,000.00	3,175,000.00	4,930,000.00
06/01/2038			1,719,500.00	1,719,500.00	
12/01/2038	1,685,000.00	5.000%	1,719,500.00	3,404,500.00	5,124,000.00
06/01/2039			1,677,375.00	1,677,375.00	
12/01/2039	1,765,000.00	5.000%	1,677,375.00	3,442,375.00	5,119,750.00
06/01/2040			1,633,250.00	1,633,250.00	
12/01/2040	2,060,000.00	5.000%	1,633,250.00	3,693,250.00	5,326,500.00
06/01/2041			1,581,750.00	1,581,750.00	
12/01/2041	2,160,000.00	5.000%	1,581,750.00	3,741,750.00	5,323,500.00
06/01/2042			1,527,750.00	1,527,750.00	
12/01/2042	2,480,000.00	5.000%	1,527,750.00	4,007,750.00	5,535,500.00
06/01/2043			1,465,750.00	1,465,750.00	
12/01/2043	2,605,000.00	5.000%	1,465,750.00	4,070,750.00	5,536,500.00
06/01/2044			1,400,625.00	1,400,625.00	
12/01/2044	2,960,000.00	5.000%	1,400,625.00	4,360,625.00	5,761,250.00
06/01/2045			1,326,625.00	1,326,625.00	
12/01/2045	3,110,000.00	5.000%	1,326,625.00	4,436,625.00	5,763,250.00
06/01/2046			1,248,875.00	1,248,875.00	
12/01/2046	3,500,000.00	5.000%	1,248,875.00	4,748,875.00	5,997,750.00
06/01/2047			1,161,375.00	1,161,375.00	
12/01/2047	3,675,000.00	5.000%	1,161,375.00	4,836,375.00	5,997,750.00
06/01/2048			1,069,500.00	1,069,500.00	
12/01/2048	4,105,000.00	5.000%	1,069,500.00	5,174,500.00	6,244,000.00
06/01/2049			966,875.00	966,875.00	
12/01/2049	4,310,000.00	5.000%	966,875.00	5,276,875.00	6,243,750.00
06/01/2050			859,125.00	859,125.00	
12/01/2050	4,785,000.00	5.000%	859,125.00	5,644,125.00	6,503,250.00
06/01/2051			739,500.00	739,500.00	
12/01/2051	5,025,000.00	5.000%	739,500.00	5,764,500.00	6,504,000.00
06/01/2052			613,875.00	613,875.00	
12/01/2052	5,550,000.00	5.000%	613,875.00	6,163,875.00	6,777,750.00
06/01/2053			475,125.00	475,125.00	
12/01/2053	5,825,000.00	5.000%	475,125.00	6,300,125.00	6,775,250.00
06/01/2054			329,500.00	329,500.00	
12/01/2054	13,180,000.00	5.000%	329,500.00	13,509,500.00	13,839,000.00
	77,680,000.00		88,513,500.00	166,193,500.00	166,193,500.00

NET DEBT SERVICE

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
LARIMER COUNTY, COLORADO
GENERAL OBLIGATION BONDS, SERIES 2024
Combined District Revenues
Non-Rated, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

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| Period Ending | Principal     | Interest      | Total Debt Service | Debt Service Reserve Fund | Capitalized Interest Fund | Net Debt Service |
|---------------|---------------|---------------|--------------------|---------------------------|---------------------------|------------------|
| 12/01/2025    |               | 3,884,000.00  | 3,884,000.00       |                           | 3,884,000.00              |                  |
| 12/01/2026    |               | 3,884,000.00  | 3,884,000.00       |                           | 1,942,000.00              | 1,942,000.00     |
| 12/01/2027    |               | 3,884,000.00  | 3,884,000.00       |                           |                           | 3,884,000.00     |
| 12/01/2028    | 625,000.00    | 3,884,000.00  | 4,509,000.00       |                           |                           | 4,509,000.00     |
| 12/01/2029    | 425,000.00    | 3,852,750.00  | 4,277,750.00       |                           |                           | 4,277,750.00     |
| 12/01/2030    | 670,000.00    | 3,831,500.00  | 4,501,500.00       |                           |                           | 4,501,500.00     |
| 12/01/2031    | 600,000.00    | 3,798,000.00  | 4,398,000.00       |                           |                           | 4,398,000.00     |
| 12/01/2032    | 800,000.00    | 3,768,000.00  | 4,568,000.00       |                           |                           | 4,568,000.00     |
| 12/01/2033    | 840,000.00    | 3,728,000.00  | 4,568,000.00       |                           |                           | 4,568,000.00     |
| 12/01/2034    | 1,060,000.00  | 3,686,000.00  | 4,746,000.00       |                           |                           | 4,746,000.00     |
| 12/01/2035    | 1,110,000.00  | 3,633,000.00  | 4,743,000.00       |                           |                           | 4,743,000.00     |
| 12/01/2036    | 1,350,000.00  | 3,577,500.00  | 4,927,500.00       |                           |                           | 4,927,500.00     |
| 12/01/2037    | 1,420,000.00  | 3,510,000.00  | 4,930,000.00       |                           |                           | 4,930,000.00     |
| 12/01/2038    | 1,685,000.00  | 3,439,000.00  | 5,124,000.00       |                           |                           | 5,124,000.00     |
| 12/01/2039    | 1,765,000.00  | 3,354,750.00  | 5,119,750.00       |                           |                           | 5,119,750.00     |
| 12/01/2040    | 2,060,000.00  | 3,266,500.00  | 5,326,500.00       |                           |                           | 5,326,500.00     |
| 12/01/2041    | 2,160,000.00  | 3,163,500.00  | 5,323,500.00       |                           |                           | 5,323,500.00     |
| 12/01/2042    | 2,480,000.00  | 3,055,500.00  | 5,535,500.00       |                           |                           | 5,535,500.00     |
| 12/01/2043    | 2,605,000.00  | 2,931,500.00  | 5,536,500.00       |                           |                           | 5,536,500.00     |
| 12/01/2044    | 2,960,000.00  | 2,801,250.00  | 5,761,250.00       |                           |                           | 5,761,250.00     |
| 12/01/2045    | 3,110,000.00  | 2,653,250.00  | 5,763,250.00       |                           |                           | 5,763,250.00     |
| 12/01/2046    | 3,500,000.00  | 2,497,750.00  | 5,997,750.00       |                           |                           | 5,997,750.00     |
| 12/01/2047    | 3,675,000.00  | 2,322,750.00  | 5,997,750.00       |                           |                           | 5,997,750.00     |
| 12/01/2048    | 4,105,000.00  | 2,139,000.00  | 6,244,000.00       |                           |                           | 6,244,000.00     |
| 12/01/2049    | 4,310,000.00  | 1,933,750.00  | 6,243,750.00       |                           |                           | 6,243,750.00     |
| 12/01/2050    | 4,785,000.00  | 1,718,250.00  | 6,503,250.00       |                           |                           | 6,503,250.00     |
| 12/01/2051    | 5,025,000.00  | 1,479,000.00  | 6,504,000.00       |                           |                           | 6,504,000.00     |
| 12/01/2052    | 5,550,000.00  | 1,227,750.00  | 6,777,750.00       |                           |                           | 6,777,750.00     |
| 12/01/2053    | 5,825,000.00  | 950,250.00    | 6,775,250.00       |                           |                           | 6,775,250.00     |
| 12/01/2054    | 13,180,000.00 | 659,000.00    | 13,839,000.00      | 6,777,750.00              |                           | 7,061,250.00     |
|               | 77,680,000.00 | 88,513,500.00 | 166,193,500.00     | 6,777,750.00              | 5,826,000.00              | 153,589,750.00   |

**BOND SOLUTION**

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7**  
**LARIMER COUNTY, COLORADO**  
**GENERAL OBLIGATION BONDS, SERIES 2024**  
**Combined District Revenues**  
**Non-Rated, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**  
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| Period Ending | Proposed Principal | Proposed Debt Service | Debt Service Adjustments | Total Adj Debt Service | Revenue Constraints | Unused Revenues | Debt Service Coverage |
|---------------|--------------------|-----------------------|--------------------------|------------------------|---------------------|-----------------|-----------------------|
| 12/01/2025 | | 3,884,000 | -3,884,000 | | 1,391,845 | 1,391,845 | |
| 12/01/2026 | | 3,884,000 | -1,942,000 | 1,942,000 | 2,513,872 | 571,872 | 129.45% |
| 12/01/2027 | | 3,884,000 | | 3,884,000 | 3,905,661 | 21,661 | 100.56% |
| 12/01/2028 | 625,000 | 4,509,000 | | 4,509,000 | 4,509,943 | 943 | 100.02% |
| 12/01/2029 | 425,000 | 4,277,750 | | 4,277,750 | 4,279,641 | 1,891 | 100.04% |
| 12/01/2030 | 670,000 | 4,501,500 | | 4,501,500 | 4,504,873 | 3,373 | 100.07% |
| 12/01/2031 | 600,000 | 4,398,000 | | 4,398,000 | 4,402,709 | 4,709 | 100.11% |
| 12/01/2032 | 800,000 | 4,568,000 | | 4,568,000 | 4,570,433 | 2,433 | 100.05% |
| 12/01/2033 | 840,000 | 4,568,000 | | 4,568,000 | 4,570,433 | 2,433 | 100.05% |
| 12/01/2034 | 1,060,000 | 4,746,000 | | 4,746,000 | 4,746,287 | 287 | 100.01% |
| 12/01/2035 | 1,110,000 | 4,743,000 | | 4,743,000 | 4,746,287 | 3,287 | 100.07% |
| 12/01/2036 | 1,350,000 | 4,927,500 | | 4,927,500 | 4,930,720 | 3,220 | 100.07% |
| 12/01/2037 | 1,420,000 | 4,930,000 | | 4,930,000 | 4,930,720 | 720 | 100.01% |
| 12/01/2038 | 1,685,000 | 5,124,000 | | 5,124,000 | 5,124,208 | 208 | 100.00% |
| 12/01/2039 | 1,765,000 | 5,119,750 | | 5,119,750 | 5,124,208 | 4,458 | 100.09% |
| 12/01/2040 | 2,060,000 | 5,326,500 | | 5,326,500 | 5,327,253 | 753 | 100.01% |
| 12/01/2041 | 2,160,000 | 5,323,500 | | 5,323,500 | 5,327,253 | 3,753 | 100.07% |
| 12/01/2042 | 2,480,000 | 5,535,500 | | 5,535,500 | 5,540,387 | 4,887 | 100.09% |
| 12/01/2043 | 2,605,000 | 5,536,500 | | 5,536,500 | 5,540,387 | 3,887 | 100.07% |
| 12/01/2044 | 2,960,000 | 5,761,250 | | 5,761,250 | 5,764,175 | 2,925 | 100.05% |
| 12/01/2045 | 3,110,000 | 5,763,250 | | 5,763,250 | 5,764,175 | 925 | 100.02% |
| 12/01/2046 | 3,500,000 | 5,997,750 | | 5,997,750 | 5,999,212 | 1,462 | 100.02% |
| 12/01/2047 | 3,675,000 | 5,997,750 | | 5,997,750 | 5,999,212 | 1,462 | 100.02% |
| 12/01/2048 | 4,105,000 | 6,244,000 | | 6,244,000 | 6,246,131 | 2,131 | 100.03% |
| 12/01/2049 | 4,310,000 | 6,243,750 | | 6,243,750 | 6,246,131 | 2,381 | 100.04% |
| 12/01/2050 | 4,785,000 | 6,503,250 | | 6,503,250 | 6,505,599 | 2,349 | 100.04% |
| 12/01/2051 | 5,025,000 | 6,504,000 | | 6,504,000 | 6,505,599 | 1,599 | 100.02% |
| 12/01/2052 | 5,550,000 | 6,777,750 | | 6,777,750 | 6,778,325 | 575 | 100.01% |
| 12/01/2053 | 5,825,000 | 6,775,250 | | 6,775,250 | 6,778,325 | 3,075 | 100.05% |
| 12/01/2054 | 13,180,000 | 13,839,000 | -6,777,750 | 7,061,250 | 7,065,057 | 3,807 | 100.05% |
| | 77,680,000 | 166,193,500 | -12,603,750 | 153,589,750 | 155,639,062 | 2,049,312 | |

SOURCES AND USES OF FUNDS

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
 LARIMER COUNTY, COLORADO
 GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034
 Pay & Cancel Refunding of (proposed) Series 2024 + New Money
 Combined District Revenues
 Assumes Investment Grade, 100x, 30-yr. Maturity
 (SERVICE PLAN: Full Growth + 6.00% Res'I + 2.00% Comm'l Bi-Reassessment Projections)**

Dated Date 12/01/2034
 Delivery Date 12/01/2034

Sources:

| | |
|-------------------------|----------------|
| <hr/> | |
| Bond Proceeds: | |
| Par Amount | 109,505,000.00 |
| Other Sources of Funds: | |
| Funds on Hand* | 3,150,000.00 |
| Series 2024 - DSRF* | 6,777,750.00 |
| | <hr/> |
| | 9,927,750.00 |
| | <hr/> |
| | 119,432,750.00 |
| | <hr/> <hr/> |

Uses:

| | |
|----------------------------|----------------|
| <hr/> | |
| Project Fund Deposits: | |
| Project Fund | 46,025,225.00 |
| Refunding Escrow Deposits: | |
| Cash Deposit* | 72,660,000.00 |
| Cost of Issuance: | |
| Other Cost of Issuance | 200,000.00 |
| Delivery Date Expenses: | |
| Underwriter's Discount | 547,525.00 |
| | <hr/> |
| | 119,432,750.00 |
| | <hr/> <hr/> |

[*] Estimated balances, (tbd).

BOND SUMMARY STATISTICS

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
LARIMER COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034
Pay & Cancel Refunding of (proposed) Series 2024 + New Money
Combined District Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Res'I + 2.00% Comm'l Bi-Reassessment Projections)**

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Dated Date	12/01/2034
Delivery Date	12/01/2034
First Coupon	06/01/2035
Last Maturity	12/01/2064
Arbitrage Yield	3.750000%
True Interest Cost (TIC)	3.786258%
Net Interest Cost (NIC)	3.750000%
All-In TIC	3.799566%
Average Coupon	3.750000%
Average Life (years)	20.779
Weighted Average Maturity (years)	20.779
Duration of Issue (years)	14.072
Par Amount	109,505,000.00
Bond Proceeds	109,505,000.00
Total Interest	85,329,187.50
Net Interest	85,876,712.50
Bond Years from Dated Date	2,275,445,000.00
Bond Years from Delivery Date	2,275,445,000.00
Total Debt Service	194,834,187.50
Maximum Annual Debt Service	8,735,750.00
Average Annual Debt Service	6,494,472.92
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	99.500000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	PV of 1 bp change
Term Bond due 2064	109,505,000.00	100.000	3.750%	20.779	09/11/2055	196,013.95
	109,505,000.00			20.779		196,013.95

	TIC	All-In TIC	Arbitrage Yield
Par Value	109,505,000.00	109,505,000.00	109,505,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount	-547,525.00	-547,525.00	
- Cost of Issuance Expense		-200,000.00	
- Other Amounts			
Target Value	108,957,475.00	108,757,475.00	109,505,000.00
Target Date	12/01/2034	12/01/2034	12/01/2034
Yield	3.786258%	3.799566%	3.750000%

## BOND DEBT SERVICE

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7**  
**LARIMER COUNTY, COLORADO**  
**GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034**  
**Pay & Cancel Refunding of (proposed) Series 2024 + New Money**  
**Combined District Revenues**  
**Assumes Investment Grade, 100x, 30-yr. Maturity**  
**(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

Dated Date                      12/01/2034  
 Delivery Date                 12/01/2034

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2035			2,053,218.75	2,053,218.75	
12/01/2035	635,000.00	3.750%	2,053,218.75	2,688,218.75	4,741,437.50
06/01/2036			2,041,312.50	2,041,312.50	
12/01/2036	845,000.00	3.750%	2,041,312.50	2,886,312.50	4,927,625.00
06/01/2037			2,025,468.75	2,025,468.75	
12/01/2037	875,000.00	3.750%	2,025,468.75	2,900,468.75	4,925,937.50
06/01/2038			2,009,062.50	2,009,062.50	
12/01/2038	1,105,000.00	3.750%	2,009,062.50	3,114,062.50	5,123,125.00
06/01/2039			1,988,343.75	1,988,343.75	
12/01/2039	1,145,000.00	3.750%	1,988,343.75	3,133,343.75	5,121,687.50
06/01/2040			1,966,875.00	1,966,875.00	
12/01/2040	1,390,000.00	3.750%	1,966,875.00	3,356,875.00	5,323,750.00
06/01/2041			1,940,812.50	1,940,812.50	
12/01/2041	1,445,000.00	3.750%	1,940,812.50	3,385,812.50	5,326,625.00
06/01/2042			1,913,718.75	1,913,718.75	
12/01/2042	1,710,000.00	3.750%	1,913,718.75	3,623,718.75	5,537,437.50
06/01/2043			1,881,656.25	1,881,656.25	
12/01/2043	1,775,000.00	3.750%	1,881,656.25	3,656,656.25	5,538,312.50
06/01/2044			1,848,375.00	1,848,375.00	
12/01/2044	2,065,000.00	3.750%	1,848,375.00	3,913,375.00	5,761,750.00
06/01/2045			1,809,656.25	1,809,656.25	
12/01/2045	2,140,000.00	3.750%	1,809,656.25	3,949,656.25	5,759,312.50
06/01/2046			1,769,531.25	1,769,531.25	
12/01/2046	2,455,000.00	3.750%	1,769,531.25	4,224,531.25	5,994,062.50
06/01/2047			1,723,500.00	1,723,500.00	
12/01/2047	2,550,000.00	3.750%	1,723,500.00	4,273,500.00	5,997,000.00
06/01/2048			1,675,687.50	1,675,687.50	
12/01/2048	2,890,000.00	3.750%	1,675,687.50	4,565,687.50	6,241,375.00
06/01/2049			1,621,500.00	1,621,500.00	
12/01/2049	3,000,000.00	3.750%	1,621,500.00	4,621,500.00	6,243,000.00
06/01/2050			1,565,250.00	1,565,250.00	
12/01/2050	3,375,000.00	3.750%	1,565,250.00	4,940,250.00	6,505,500.00
06/01/2051			1,501,968.75	1,501,968.75	
12/01/2051	3,500,000.00	3.750%	1,501,968.75	5,001,968.75	6,503,937.50
06/01/2052			1,436,343.75	1,436,343.75	
12/01/2052	3,905,000.00	3.750%	1,436,343.75	5,341,343.75	6,777,687.50
06/01/2053			1,363,125.00	1,363,125.00	
12/01/2053	4,050,000.00	3.750%	1,363,125.00	5,413,125.00	6,776,250.00
06/01/2054			1,287,187.50	1,287,187.50	
12/01/2054	4,490,000.00	3.750%	1,287,187.50	5,777,187.50	7,064,375.00
06/01/2055			1,203,000.00	1,203,000.00	
12/01/2055	4,655,000.00	3.750%	1,203,000.00	5,858,000.00	7,061,000.00
06/01/2056			1,115,718.75	1,115,718.75	
12/01/2056	5,130,000.00	3.750%	1,115,718.75	6,245,718.75	7,361,437.50
06/01/2057			1,019,531.25	1,019,531.25	
12/01/2057	5,325,000.00	3.750%	1,019,531.25	6,344,531.25	7,364,062.50
06/01/2058			919,687.50	919,687.50	
12/01/2058	5,840,000.00	3.750%	919,687.50	6,759,687.50	7,679,375.00
06/01/2059			810,187.50	810,187.50	
12/01/2059	6,060,000.00	3.750%	810,187.50	6,870,187.50	7,680,375.00
06/01/2060			696,562.50	696,562.50	
12/01/2060	6,620,000.00	3.750%	696,562.50	7,316,562.50	8,013,125.00
06/01/2061			572,437.50	572,437.50	
12/01/2061	6,870,000.00	3.750%	572,437.50	7,442,437.50	8,014,875.00
06/01/2062			443,625.00	443,625.00	
12/01/2062	7,480,000.00	3.750%	443,625.00	7,923,625.00	8,367,250.00
06/01/2063			303,375.00	303,375.00	
12/01/2063	7,760,000.00	3.750%	303,375.00	8,063,375.00	8,366,750.00
06/01/2064			157,875.00	157,875.00	
12/01/2064	8,420,000.00	3.750%	157,875.00	8,577,875.00	8,735,750.00
	109,505,000.00		85,329,187.50	194,834,187.50	194,834,187.50

**NET DEBT SERVICE**

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
LARIMER COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034  
Pay & Cancel Refunding of (proposed) Series 2024 + New Money  
Combined District Revenues  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Res'I + 2.00% Comm'I Bi-Reassessment Projections)**

Period Ending	Principal	Interest	Total Debt Service	Net Debt Service
12/01/2035	635,000.00	4,106,437.50	4,741,437.50	4,741,437.50
12/01/2036	845,000.00	4,082,625.00	4,927,625.00	4,927,625.00
12/01/2037	875,000.00	4,050,937.50	4,925,937.50	4,925,937.50
12/01/2038	1,105,000.00	4,018,125.00	5,123,125.00	5,123,125.00
12/01/2039	1,145,000.00	3,976,687.50	5,121,687.50	5,121,687.50
12/01/2040	1,390,000.00	3,933,750.00	5,323,750.00	5,323,750.00
12/01/2041	1,445,000.00	3,881,625.00	5,326,625.00	5,326,625.00
12/01/2042	1,710,000.00	3,827,437.50	5,537,437.50	5,537,437.50
12/01/2043	1,775,000.00	3,763,312.50	5,538,312.50	5,538,312.50
12/01/2044	2,065,000.00	3,696,750.00	5,761,750.00	5,761,750.00
12/01/2045	2,140,000.00	3,619,312.50	5,759,312.50	5,759,312.50
12/01/2046	2,455,000.00	3,539,062.50	5,994,062.50	5,994,062.50
12/01/2047	2,550,000.00	3,447,000.00	5,997,000.00	5,997,000.00
12/01/2048	2,890,000.00	3,351,375.00	6,241,375.00	6,241,375.00
12/01/2049	3,000,000.00	3,243,000.00	6,243,000.00	6,243,000.00
12/01/2050	3,375,000.00	3,130,500.00	6,505,500.00	6,505,500.00
12/01/2051	3,500,000.00	3,003,937.50	6,503,937.50	6,503,937.50
12/01/2052	3,905,000.00	2,872,687.50	6,777,687.50	6,777,687.50
12/01/2053	4,050,000.00	2,726,250.00	6,776,250.00	6,776,250.00
12/01/2054	4,490,000.00	2,574,375.00	7,064,375.00	7,064,375.00
12/01/2055	4,655,000.00	2,406,000.00	7,061,000.00	7,061,000.00
12/01/2056	5,130,000.00	2,231,437.50	7,361,437.50	7,361,437.50
12/01/2057	5,325,000.00	2,039,062.50	7,364,062.50	7,364,062.50
12/01/2058	5,840,000.00	1,839,375.00	7,679,375.00	7,679,375.00
12/01/2059	6,060,000.00	1,620,375.00	7,680,375.00	7,680,375.00
12/01/2060	6,620,000.00	1,393,125.00	8,013,125.00	8,013,125.00
12/01/2061	6,870,000.00	1,144,875.00	8,014,875.00	8,014,875.00
12/01/2062	7,480,000.00	887,250.00	8,367,250.00	8,367,250.00
12/01/2063	7,760,000.00	606,750.00	8,366,750.00	8,366,750.00
12/01/2064	8,420,000.00	315,750.00	8,735,750.00	8,735,750.00
	109,505,000.00	85,329,187.50	194,834,187.50	194,834,187.50

**SUMMARY OF BONDS REFUNDED**

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
LARIMER COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034  
Pay & Cancel Refunding of (proposed) Series 2024 + New Money  
Combined District Revenues  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
7/18/23: Ser 24 NR SP, 5.00%, 100x, Combd Dist Revs, FG+6%R+2%C BiRe:					
TERM54	12/01/2035	5.000%	1,110,000.00	12/01/2034	100.000
	12/01/2036	5.000%	1,350,000.00	12/01/2034	100.000
	12/01/2037	5.000%	1,420,000.00	12/01/2034	100.000
	12/01/2038	5.000%	1,685,000.00	12/01/2034	100.000
	12/01/2039	5.000%	1,765,000.00	12/01/2034	100.000
	12/01/2040	5.000%	2,060,000.00	12/01/2034	100.000
	12/01/2041	5.000%	2,160,000.00	12/01/2034	100.000
	12/01/2042	5.000%	2,480,000.00	12/01/2034	100.000
	12/01/2043	5.000%	2,605,000.00	12/01/2034	100.000
	12/01/2044	5.000%	2,960,000.00	12/01/2034	100.000
	12/01/2045	5.000%	3,110,000.00	12/01/2034	100.000
	12/01/2046	5.000%	3,500,000.00	12/01/2034	100.000
	12/01/2047	5.000%	3,675,000.00	12/01/2034	100.000
	12/01/2048	5.000%	4,105,000.00	12/01/2034	100.000
	12/01/2049	5.000%	4,310,000.00	12/01/2034	100.000
	12/01/2050	5.000%	4,785,000.00	12/01/2034	100.000
	12/01/2051	5.000%	5,025,000.00	12/01/2034	100.000
	12/01/2052	5.000%	5,550,000.00	12/01/2034	100.000
	12/01/2053	5.000%	5,825,000.00	12/01/2034	100.000
	12/01/2054	5.000%	13,180,000.00	12/01/2034	100.000
			72,660,000.00		



**ESCROW REQUIREMENTS**

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7  
LARIMER COUNTY, COLORADO  
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034  
Pay & Cancel Refunding of (proposed) Series 2024 + New Money  
Combined District Revenues  
Assumes Investment Grade, 100x, 30-yr. Maturity  
(SERVICE PLAN: Full Growth + 6.00% Res'I + 2.00% Comm'l Bi-Reassessment Projections)**

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Dated Date 12/01/2034
Delivery Date 12/01/2034

| Period
Ending | Principal
Redeemed | Total |
|------------------|-----------------------|---------------|
| 12/01/2034 | 72,660,000.00 | 72,660,000.00 |
| | 72,660,000.00 | 72,660,000.00 |
| | 72,660,000.00 | 72,660,000.00 |

PRIOR BOND DEBT SERVICE

ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
LARIMER COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034
Pay & Cancel Refunding of (proposed) Series 2024 + New Money
Combined District Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---------------|---------------|--------|---------------|----------------|---------------------|
| 06/01/2035 | | | 1,816,500.00 | 1,816,500.00 | |
| 12/01/2035 | 1,110,000.00 | 5.000% | 1,816,500.00 | 2,926,500.00 | 4,743,000.00 |
| 06/01/2036 | | | 1,788,750.00 | 1,788,750.00 | |
| 12/01/2036 | 1,350,000.00 | 5.000% | 1,788,750.00 | 3,138,750.00 | 4,927,500.00 |
| 06/01/2037 | | | 1,755,000.00 | 1,755,000.00 | |
| 12/01/2037 | 1,420,000.00 | 5.000% | 1,755,000.00 | 3,175,000.00 | 4,930,000.00 |
| 06/01/2038 | | | 1,719,500.00 | 1,719,500.00 | |
| 12/01/2038 | 1,685,000.00 | 5.000% | 1,719,500.00 | 3,404,500.00 | 5,124,000.00 |
| 06/01/2039 | | | 1,677,375.00 | 1,677,375.00 | |
| 12/01/2039 | 1,765,000.00 | 5.000% | 1,677,375.00 | 3,442,375.00 | 5,119,750.00 |
| 06/01/2040 | | | 1,633,250.00 | 1,633,250.00 | |
| 12/01/2040 | 2,060,000.00 | 5.000% | 1,633,250.00 | 3,693,250.00 | 5,326,500.00 |
| 06/01/2041 | | | 1,581,750.00 | 1,581,750.00 | |
| 12/01/2041 | 2,160,000.00 | 5.000% | 1,581,750.00 | 3,741,750.00 | 5,323,500.00 |
| 06/01/2042 | | | 1,527,750.00 | 1,527,750.00 | |
| 12/01/2042 | 2,480,000.00 | 5.000% | 1,527,750.00 | 4,007,750.00 | 5,535,500.00 |
| 06/01/2043 | | | 1,465,750.00 | 1,465,750.00 | |
| 12/01/2043 | 2,605,000.00 | 5.000% | 1,465,750.00 | 4,070,750.00 | 5,536,500.00 |
| 06/01/2044 | | | 1,400,625.00 | 1,400,625.00 | |
| 12/01/2044 | 2,960,000.00 | 5.000% | 1,400,625.00 | 4,360,625.00 | 5,761,250.00 |
| 06/01/2045 | | | 1,326,625.00 | 1,326,625.00 | |
| 12/01/2045 | 3,110,000.00 | 5.000% | 1,326,625.00 | 4,436,625.00 | 5,763,250.00 |
| 06/01/2046 | | | 1,248,875.00 | 1,248,875.00 | |
| 12/01/2046 | 3,500,000.00 | 5.000% | 1,248,875.00 | 4,748,875.00 | 5,997,750.00 |
| 06/01/2047 | | | 1,161,375.00 | 1,161,375.00 | |
| 12/01/2047 | 3,675,000.00 | 5.000% | 1,161,375.00 | 4,836,375.00 | 5,997,750.00 |
| 06/01/2048 | | | 1,069,500.00 | 1,069,500.00 | |
| 12/01/2048 | 4,105,000.00 | 5.000% | 1,069,500.00 | 5,174,500.00 | 6,244,000.00 |
| 06/01/2049 | | | 966,875.00 | 966,875.00 | |
| 12/01/2049 | 4,310,000.00 | 5.000% | 966,875.00 | 5,276,875.00 | 6,243,750.00 |
| 06/01/2050 | | | 859,125.00 | 859,125.00 | |
| 12/01/2050 | 4,785,000.00 | 5.000% | 859,125.00 | 5,644,125.00 | 6,503,250.00 |
| 06/01/2051 | | | 739,500.00 | 739,500.00 | |
| 12/01/2051 | 5,025,000.00 | 5.000% | 739,500.00 | 5,764,500.00 | 6,504,000.00 |
| 06/01/2052 | | | 613,875.00 | 613,875.00 | |
| 12/01/2052 | 5,550,000.00 | 5.000% | 613,875.00 | 6,163,875.00 | 6,777,750.00 |
| 06/01/2053 | | | 475,125.00 | 475,125.00 | |
| 12/01/2053 | 5,825,000.00 | 5.000% | 475,125.00 | 6,300,125.00 | 6,775,250.00 |
| 06/01/2054 | | | 329,500.00 | 329,500.00 | |
| 12/01/2054 | 13,180,000.00 | 5.000% | 329,500.00 | 13,509,500.00 | 13,839,000.00 |
| | 72,660,000.00 | | 50,313,250.00 | 122,973,250.00 | 122,973,250.00 |

BOND SOLUTION

**ENCORE ON 34 METROPOLITAN DISTRICT Nos. 1 - 7
LARIMER COUNTY, COLORADO
GENERAL OBLIGATION REFUNDING & IMPROVEMENT BONDS, SERIES 2034
Pay & Cancel Refunding of (proposed) Series 2024 + New Money
Combined District Revenues
Assumes Investment Grade, 100x, 30-yr. Maturity
(SERVICE PLAN: Full Growth + 6.00% Res'l + 2.00% Comm'l Bi-Reassessment Projections)**

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Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Service Coverage
12/01/2035	635,000	4,741,438	4,741,438	4,746,287	4,850	100.10%
12/01/2036	845,000	4,927,625	4,927,625	4,930,720	3,095	100.06%
12/01/2037	875,000	4,925,938	4,925,938	4,930,720	4,783	100.10%
12/01/2038	1,105,000	5,123,125	5,123,125	5,124,208	1,083	100.02%
12/01/2039	1,145,000	5,121,688	5,121,688	5,124,208	2,520	100.05%
12/01/2040	1,390,000	5,323,750	5,323,750	5,327,253	3,503	100.07%
12/01/2041	1,445,000	5,326,625	5,326,625	5,327,253	628	100.01%
12/01/2042	1,710,000	5,537,438	5,537,438	5,540,387	2,950	100.05%
12/01/2043	1,775,000	5,538,313	5,538,313	5,540,387	2,075	100.04%
12/01/2044	2,065,000	5,761,750	5,761,750	5,764,175	2,425	100.04%
12/01/2045	2,140,000	5,759,313	5,759,313	5,764,175	4,862	100.08%
12/01/2046	2,455,000	5,994,063	5,994,063	5,999,212	5,150	100.09%
12/01/2047	2,550,000	5,997,000	5,997,000	5,999,212	2,212	100.04%
12/01/2048	2,890,000	6,241,375	6,241,375	6,246,131	4,756	100.08%
12/01/2049	3,000,000	6,243,000	6,243,000	6,246,131	3,131	100.05%
12/01/2050	3,375,000	6,505,500	6,505,500	6,505,599	99	100.00%
12/01/2051	3,500,000	6,503,938	6,503,938	6,505,599	1,662	100.03%
12/01/2052	3,905,000	6,777,688	6,777,688	6,778,325	637	100.01%
12/01/2053	4,050,000	6,776,250	6,776,250	6,778,325	2,075	100.03%
12/01/2054	4,490,000	7,064,375	7,064,375	7,065,057	682	100.01%
12/01/2055	4,655,000	7,061,000	7,061,000	7,065,057	4,057	100.06%
12/01/2056	5,130,000	7,361,438	7,361,438	7,366,589	5,151	100.07%
12/01/2057	5,325,000	7,364,063	7,364,063	7,366,589	2,526	100.03%
12/01/2058	5,840,000	7,679,375	7,679,375	7,683,761	4,386	100.06%
12/01/2059	6,060,000	7,680,375	7,680,375	7,683,761	3,386	100.04%
12/01/2060	6,620,000	8,013,125	8,013,125	8,017,461	4,336	100.05%
12/01/2061	6,870,000	8,014,875	8,014,875	8,017,461	2,586	100.03%
12/01/2062	7,480,000	8,367,250	8,367,250	8,368,633	1,383	100.02%
12/01/2063	7,760,000	8,366,750	8,366,750	8,368,633	1,883	100.02%
12/01/2064	8,420,000	8,735,750	8,735,750	8,738,272	2,522	100.03%
	109,505,000	194,834,188	194,834,188	194,919,579	85,392	

**EXHIBIT G****SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7**

## Disclosure Notice

## SPECIAL DISTRICT PUBLIC DISCLOSURE

Pursuant to § 32-1-104.8 C.R.S.

Name of the Districts:	Encore on 34 Metropolitan District Nos. 1-7 (“Districts”)
Contact Information for the Districts:	c/o Pinnacle Consulting Group, Inc. 550 W. Eisenhower Blvd. Loveland, CO 80537
Powers of the Districts:	<p>All powers authorized in § 32-1-1004, C.R.S., including, but not limited to, mosquito control, parks or recreational facilities or programs, traffic and safety controls, sanitation services, street improvements, and water services, subject to the limitations contained in the Districts’ Service Plan regarding the exercise of such powers.</p> <p>The Districts’ Service Plan specifically limits the Districts authority to exercise the following powers without an intergovernmental agreement with the Town of Johnstown: fire protection, ambulance and emergency services, television relay and translator facilities, telecommunication, solid waste collection, and transportation services.</p>
Service Plan:	The Districts’ Service Plan, which may be amended from time to time, includes a description of the Districts’ powers and authority. A copy of the Districts’ Service Plan is available from the Districts and from the Division of Local Government.
Financial Powers of the Districts:	Encore on 34 Metropolitan District Nos. 1-7 (“Districts”) are authorized by Title 32 of the Colorado Revised Statutes to use a number of methods to raise revenues for capital needs and general operations costs. These methods, subject to the limitations imposed by Section 20 of Article X of the Colorado Constitution, include issuing debt, levying taxes, and imposing fees and charges. Information concerning directors, management, meetings, elections and current taxes are provided annually in the Notice to Electors described § 32-1-809(1), C.R.S., which may be found at the Districts’ office, on the Districts’ web site, on file at the Division of Local Government in the Department of Local Affairs, or on file at the office of the clerk and recorder of Larimer County in which the special district is located.

<p>Districts Boundaries:</p>	<p>A map of the Districts' boundaries is attached hereto as <u>Exhibit A</u>. Please note that the Districts' boundaries may change from time to time. Please contact the Districts for the latest information.</p>	
<p>Districts Taxes and Fees:</p>	<p>The Districts have authority to impose property taxes for the construction, operation, and maintenance of the improvements identified in the Service Plan. The Districts have the authority to issue debt and, in order to pay debt and for operations and maintenance costs, the Districts may impose a Debt Mill Levy and an Operations and Maintenance Mill Levy, and collect property taxes on properties within the District. The Districts may also establish a one-time Development Fee that may be imposed on a per-unit basis for residential property or a per-square foot basis for non-residential property, and may impose other fees and charges. The Service Plan establishes a Maximum Residential Debt Mill Levy, a Maximum Commercial Debt Mill Levy, and a maximum Operations and Maintenance Mill Levy. The Districts have the authority to exceed these mill levy caps as provided in the Service Plan. The Districts' taxes are in addition to other property taxes imposed and collected by other governments such as the Town of Johnstown, Weld County and other jurisdictions. Below are samples of potential property taxes of the Districts, based on assumed mill levies. Actual mill levies and property taxes in any year may be higher or lower.</p>	
<p><u>Sample Calculation of Mill Levy Cap for a Residential Property:</u></p> <p><b>Assumptions:</b>          Market value is \$400,000          Mill levy cap is 50 mills          Residential assessment rate is 7.15%</p> <p><b>Calculation:</b>  <math>\\$400,000 \times .0715 = \\$28,600</math> (Assessed Valuation)  <math>\\$28,600 \times .050</math> mills = <b>\$1,440 per year in taxes owed solely to the Districts</b></p>	<p><u>Sample Calculation of Mill Levy Cap for a Commercial, Office or Industrial Property:</u></p> <p><b>Assumptions:</b>          Market value is \$750,000          Mill levy cap is 60 mills          Commercial assessment rate is 29%</p> <p><b>Calculation:</b>  <math>\\$750,000 \times .29 = \\$217,500</math> (Assessed Valuation)  <math>\\$217,500 \times .060</math> mills = <b>\$13,050 per year in taxes owed solely to the Districts</b></p>	

[ADD EXHIBIT A – THE DISTRICTS’ BOUNDARIES]

**EXHIBIT H**

SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-7

Indemnification Letters

Part I - Developer Indemnity Letter

{date – on or after date of Service Plan approval}

Town of Johnstown  
223 1<sup>st</sup> Street  
Johnstown, CO 80615

**RE: Encore on 34 Metropolitan District Nos. 1-7**

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by the undersigned (the “Developer”) in connection with the review by the Town of Johnstown (the “Town”) of the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Encore on 34 Metropolitan District Nos. 1-7 (the “Districts”). Developer, for and on behalf of itself and its transferees, successors and assigns, represents, warrants, covenants and agrees to and for the benefit of the Town as follows:

1. Developer hereby waives and releases any present or future claims it might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval regarding the Town’s approval of the Districts’ Service Plan or any action or omission with respect thereto. Developer further hereby agrees to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person or third party which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of the Developer or the Districts, or their agents, in connection with the Districts, including, without limitation, any actions or omissions of the Developer or Districts, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith.

2. This Letter has been duly authorized and executed on behalf of Developer.

Very truly yours,

DEVELOPER \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Part II - District Indemnity Letter

{date – date of organizational meeting}

Town of Johnstown  
223 1<sup>st</sup> Street  
Johnstown, CO 80615

**RE: Encore on 34 Metropolitan District Nos. 1-7**

To the Town Council:

This Indemnification Letter (the “Letter”) is delivered by Encore on 34 Metropolitan District Nos. 1-7 (the “Districts”) in order to comply with the Service Plan, including all amendments heretofore or hereafter made thereto (the “Service Plan”) for the Districts. The Districts, for and on behalf of themselves and their transferees, successors and assigns, covenant and agree to and for the benefit of the Town as follows:

1. The Districts hereby waive and release any present or future claims they might have against the Town or the Town’s elected or appointed officers, employees, agents, contractors or insurers (the “Released Persons”) in any manner related to or connected with the adoption of a Resolution of Approval of the Town of the Districts’ Service Plan or any action or omission with respect thereto. To the fullest extent permitted by law, the Districts hereby agree to indemnify and hold harmless the Released Persons from and against any and all liabilities costs and expenses (including reasonable attorneys’ fees and expenses and court costs) resulting from any and all claims, demands, suits, actions or other proceedings of whatsoever kind or nature made or brought by any property owner or other person which directly or indirectly or purportedly arise out of or are in any manner related to or connected with any of the following: (a) the Service Plan or any document or instrument contained or referred to therein; or (b) the formation of the Districts; or (c) any actions or omissions of Encore HoldCo LLC, J&J Holdings LLC, North Timnath Properties LLC, Clyde Hemberger, and Janice Hemberger (the “Developer”), or their agents, in connection with the formation and organization of the Districts, including, without limitation, any actions or omissions of the Districts or Developer, or their agents, in relation to any bonds or other financial obligations of the Districts or any offering documents or other disclosures made in connection therewith, including any claims disputing the validity of the Service Plan and said Resolution of Approval of the Town.

2. It is understood and agreed that neither the Districts nor the Town waive or intend to waive the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or any other defenses, immunities, or limitations of liability otherwise available to the Town, the Districts, its officers, or its employees by law.

3. This Letter has been duly authorized and executed on behalf of the Districts.

Very truly yours,



ENCORE ON 34 METROPOLITAN  
DISTRICT NOS. 1-7

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

---

**CERTIFICATE CONCERNING NOTICES OF PUBLIC HEARING ON AMENDMED  
AND RESTATED SERVICE PLAN AND ORGANIZATION OF SPECIAL DISTRICTS**

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IN RE ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3 AND PROPOSED ENCORE  
ON 34 METROPOLITAN DISTRICT NOS. 4-7, TOWN OF JOHNSTOWN, COUNTY OF  
LARIMER, STATE OF COLORADO

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I, Abby Franz, a paralegal at the law firm of White Bear Ankele Tanaka & Waldron Professional Corporation, acting on behalf of the Encore of 34 Metropolitan District Nos. 1-7 (the “Districts”), do hereby certify as follows:

1. That the Town of Johnstown (the “Town Council”) set a public hearing for September 6, 2023, at 7:00 p.m., at 450 S. Parish Ave, Johnstown, CO 80534 (the “Hearing”), for the purpose of considering the Consolidated Service Plan (the “Service Plan”) for the Districts and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan;
2. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on the Amended and Restated Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was provided by U.S. mail on August 16, 2023 to the Petitioners and to the governing body of any existing municipality or special district that has levied an ad valorem tax within the next preceding tax year and that has boundaries within a radius of three miles of the proposed Districts’ boundaries, as set forth on the list attached hereto as **Exhibit B** and incorporated herein by this reference;
3. That, pursuant to § 32-1-204(1), C.R.S., the Notice of Public Hearing on the Amended and Restated Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was published on August 10, 2023 in the *Johnstown Breeze*. A copy of the Affidavit of Publication of Notice of Public Hearing on Amended and Restated Service Plan is attached hereto as **Exhibit C** and incorporated herein by this reference;
4. That, pursuant to § 32-1-204(1.5), C.R.S., the Notice of Public Hearing on Amended and Restated Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, was sent by U.S. mail on August 16, 2023 (which date is no more than thirty days nor less than twenty days prior to the Hearing), to the property owners within the proposed Districts as listed on the records of the County Assessor, as set forth on the list attached hereto as **Exhibit D** and incorporated herein by this reference.; and
5. That, pursuant to § 32-1-202(1)(a), C.R.S., the Notice of Public Hearing on Amended and Restated Service Plan, a copy of which is attached hereto as **Exhibit A** and incorporated

herein by this reference, was provided by U.S. mail on August 16, 2023 to the Division of Local Government.

Signed this 25<sup>th</sup> day of August, 2023.

By: Abby J. Franz  
Abby J. Franz

**EXHIBIT A**  
**TO CERTIFICATE OF MAILING AND PUBLICATION OF**  
**NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN**

(Notice of Public Hearing on Amended and Restated Service Plan for Petitioners and  
3-Mile Taxing Entities)

---

**NOTICE OF PUBLIC HEARING ON AMENDMED AND RESTATED SERVICE PLAN  
AND ORGANIZATION OF SPECIAL DISTRICTS**

---

IN RE ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3 AND PROPOSED ENCORE ON 34 METROPOLITAN DISTRICT NOS. 4-7, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO

---

NOTICE IS HEREBY GIVEN that, pursuant to § 32-1-204.5, C.R.S., an Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for the proposed Encore on 34 Metropolitan District Nos. 4-7 (the “Service Plan”) has been filed with the Town Clerk of the Town of Johnstown, Colorado.

A public hearing on the Service Plan and the organization of the Districts will be held by the Town of Johnstown on September 6, 2023, at 7:00 p.m., at 450 S. Parish Ave, Johnstown, CO 80534, or as soon thereafter as the Town Council may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan.

A general description of the land contained within the boundaries of the Encore on 34 Metropolitan District Nos. 1-3 and the proposed Encore on 34 Metropolitan District Nos. 4-7 (the “Districts”) is as follows: that certain land containing approximately 450 acres located East of High Plains Boulevard, West of Colorado Boulevard, and North of US Highway 34 in the Town of Johnstown, County of Larimer, State of Colorado.

Each District shall be a metropolitan district.

The maximum residential debt service mill levy shall be forty (40) mills and the maximum mill levy for operations and maintenance shall be ten (10) mills, subject to changes per the Assessment Rate Adjustments, if applicable. The maximum commercial debt service mill levy shall be fifty (50) mills and the maximum mill levy for operations and maintenance shall be ten (10) mills, subject to changes per the Assessment Rate Adjustments, if applicable.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in a proposed District may request that such property be excluded from the proposed District by submitting such request to the Town Council no later than ten days prior to the public hearing.

By Order of the Town Council of the Town of  
Johnstown

Publish in: *Johnstown Breeze*  
Publication: August 10, 2023

#1321348v22286.0003; 1321348

Notice to property owners

**EXHIBIT B**  
**TO CERTIFICATE OF MAILING AND PUBLICATION OF**  
**NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN**

**(Mailing List of 3-Mile Taxing Entities)**

BRANDS EAST METRO DIST NO. 1 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS EAST METRO DIST NO. 2 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS EAST METRO DIST NO. 3 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122
BRANDS EAST METRO DIST NO. 4 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS METRO DISTRICT NO. 1 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS METRO DISTRICT NO. 2 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122
BRANDS METRO DISTRICT NO. 3 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS METRO DISTRICT NO. 4 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	BRANDS WEST METRO DISTRICT NO. 2 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122
BRANDS WEST METRO DISTRICT NO. 3 WHITE BEAR ANKELE TANAKA & WALDRON 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	CENTERRA METRO DISTRICT NO. 1 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	CENTERRA METRO DISTRICT NO. 2 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
CENTERRA METRO DISTRICT NO. 3 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	CENTERRA METRO DISTRICT NO. 4 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	CENTERRA METRO DISTRICT NO. 5 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
CITY OF LOVELAND CITY MANAGER'S OFFICE 500 E 3RD ST STE 330 LOVELAND CO, 80537	ENCORE ON 34 METRO DISTRICT NO. 1 SPENCER FANE 1700 LINCOLN ST STE 2000 DENVER CO, 80203-4554	ENCORE ON 34 METRO DISTRICT NO. 2 SPENCER FANE 1700 LINCOLN ST STE 2000 DENVER CO, 80203-4554
ENCORE ON 34 METRO DISTRICT NO. 3 SPENCER FANE 1700 LINCOLN ST STE 2000 DENVER CO, 80203-4554	FORT COLLINS LOVELAND WATER DISTRICT 5150 SNEAD DR FORT COLLINS CO, 80525	FRONT RANGE FIRE RESCUE FIRE PROTECTION DISTRICT PO BOX 130 MILIKEN CO, 80543
HIGHPOINTE VISTA METRO DISTRICT NO. 2 KELLISON CORPORATION 2601 S LEMAY AVE STE 7-424 FORT COLLINS CO, 80525	JOHNSTOWN NORTH METRO DISTRICT NO. 1 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	JOHNSTOWN NORTH METRO DISTRICT NO. 2 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
JOHNSTOWN NORTH METRO DISTRICT NO. 3 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	JOHNSTOWN PLAZA METRO DISTRICT SPENCER FANE LLP 1700 LINCOLN ST STE 2000 DENVER CO, 80203	KINSTON METRO DISTRICT NO. 1 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
KINSTON METRO DISTRICT NO. 10 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 2 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 3 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537

KINSTON METRO DISTRICT NO. 4 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 5 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 6 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
KINSTON METRO DISTRICT NO. 7 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 8 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	KINSTON METRO DISTRICT NO. 9 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
LARIMER CONSERVATION DISTRICT 2150 Centre Avenue, Building A, Suite 116 FORT COLLINS CO, 80526	LARIMER COUNTY JOSH FUDGE PO BOX 1190 FORT COLLINS CO, 80522	LARIMER COUNTY PEST CONTROL C/O LARIMER COUNTY NATURAL RESOURCES PO BOX 1190 FORT COLLINS CO, 80522
LITTLE THOMPSON WATER DISTRICT 835 E STATE HIGHWAY 56 BERTHOUD CO, 80513	LOVELAND RURAL FIRE PROTECTION DISTRICT 1423 W 29TH ST DENVER CO, 80538	NORTHERN COLORADO WATER CONS DISTRICT 220 WATER AVE BERTHOUD CO, 80513
SOUTH FORT COLLINS SANITATION DISTRICT 5150 SNEAD DR FORT COLLINS CO, 80525	THE LAKES AT CENTERRA METRO DISTRICT NO. 2 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	THE VILLAGES AT JOHNSTOWN METRO DIST NO. 1 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122
THE VILLAGES AT JOHNSTOWN METRO DIST NO. 3 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	THE VILLAGES AT JOHNSTOWN METRO DIST NO. 4 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	THE VILLAGES AT JOHNSTOWN METRO DIST NO. 5 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122
THE VILLAGES AT JOHNSTOWN METRO DIST NO. 7 WHITE BEAR ANKELE TANAKA 2154 E COMMONS AVE STE 2000 CENTENNIAL CO, 80122	THOMPSON CROSSING METRO DISTRICT NO. 1 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537	THOMPSON CROSSING METRO DISTRICT NO. 2 PINNACLE CONSULTING GROUP INC 550 W EISENHOWER BLVD LOVELAND CO, 80537
THOMPSON CROSSING METRO DISTRICT NO. 3 MCGEADY BECHER PC 450 E 17TH AVE STE 400 DENVER CO, 80203-1214	THOMPSON CROSSING METRO DISTRICT NO. 4 MCGEADY BECHER PC 450 E 17TH AVE STE 400 DENVER CO, 80203-1214	THOMPSON CROSSING METRO DISTRICT NO. 5 MCGEADY BECHER PC 450 E 17TH AVE STE 400 DENVER CO, 80203-1214
THOMPSON CROSSING METRO DISTRICT NO. 6 MCGEADY BECHER PC 450 E 17TH AVE STE 400 DENVER CO, 80203-1214	THOMPSON RIVERS PARK AND RECREATION DIST THOMPSON RIVERS PARKS & REC DIST 110 S CENTENNIAL DR STE B MILIKEN CO, 80543	THOMPSON VALLEY HEALTH SERVICES DISTRICT ADMINISTRATION/HR MANAGER 4480 CLYDESDALE PKWY LOVELAND CO, 80538
TOWN OF JOHNSTOWN PO BOX 609 JOHNSTOWN CO, 80534	TOWN OF WINDSOR 301 WALNUT WINDSOR CO, 80550	WINDSOR - SEVERANCE FIRE PROTECTION DISTRICT 100 N 7TH ST WINDSOR CO, 80550



<p>WINDSOR HIGHLANDS METRO DISTRICT NO. 10 SPENCER FANE LLP 1700 LINCOLN ST STE 2000 DENVER CO, 80203-4554</p>	<p>WINDSOR HIGHLANDS METRO DISTRICT NO. 11 SPENCER FANE LLP 1700 LINCOLN ST STE 2000 DENVER CO, 80203-4554</p>	<p>WINDSOR HIGHLANDS METRO DISTRICT NO. 3 6795 CRYSTAL DR WINDSOR CO, 80550</p>
<p>WINDSOR HIGHLANDS METRO DISTRICT NO. 4 6795 CRYSTAL DR WINDSOR CO, 80550</p>	<p>WINDSOR HIGHLANDS METRO DISTRICT NO. 6 6795 CRYSTAL DR WINDSOR CO, 80550</p>	

**EXHIBIT C**  
**TO CERTIFICATE OF MAILING AND PUBLICATION OF**  
**NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN**

**(Affidavit of Publication of Notice of Public Hearing on Amended and Restated Service Plan)**

# The Johnstown Breeze



Serving the Johnstown/Milliken area since 1904

P.O. Box 400, Johnstown CO 80534 • (970) 587-4525 • www.johnstownbreeze.com

### AFFIDAVIT OF PUBLICATION

STATE OF COLORADO

THE JOHNSTOWN BREEZE

COUNTY OF WELD

)  
) ss  
)

I, Matt Lubich or Lesli Bangert, do solemnly swear that I am publisher of The Johnstown Breeze; that the same is a weekly newspaper printed, in whole or in part, and published in the County of Weld, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Weld for a period of more than fifty-two consecutive weeks prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated 8/10, A.D. 2023, and that the last publication of said notice was in the issue of the said newspaper dated 8/10, A.D. 2023.

In witness whereof I have hereunto set my hand this 25th day of Aug., A.D. 2023.

[Signature]  
\_\_\_\_\_  
Publisher

Subscribed and sworn to before me, a Notary Public in and for the County of Weld, State of Colorado, this day 25 of August, A.D. 2023.

[Signature]  
\_\_\_\_\_  
Notary Public

My commission expires 11-12-2023.

CARRIE M. ABLIN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194042818  
MY COMMISSION EXPIRES NOVEMBER 12, 2023

**TOWN OF JOHNSTOWN  
PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that an application for a Preliminary Development Plan and Preliminary Plat for Revere North has been received by the Town of Johnstown. This Subdivision encompasses approximately 309.5 acres, located north of Weld County Road 50, adjacent to future High Plains Blvd alignment. This plat and site development plan is designed for 344 residential lots for single family detached and attached homes, as well as 20 open space/outlots. The Planning & Zoning Commission will hold a public hearing at Town Hall, 450 South Parish Avenue, to consider the application on Wednesday, August 23, 2023, at 7:00 p.m. All interested individuals are encouraged to attend. Information may be obtained at [planning@johnstownco.gov](mailto:planning@johnstownco.gov) or by calling 970-587-4664.

**Legal Description:** LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, AND THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, TOWN OF JOHNSTOWN, STATE OF COLORADO

Hannah Hill, Town Clerk  
Town of Johnstown

Published in *The Johnstown Breeze*  
August 10, 2023

**TOWN OF JOHNSTOWN  
PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that an application for a Site Development Plan and combined Preliminary/Final Plat for South Ridge has been received by the Town of Johnstown. This Subdivision encompasses approximately 78.07 acres, located off Larimer County Road 3 E, north of Larimer County Road 16. This plat and site development plan will create 308 Lots as well as 10 open space lots. The Planning & Zoning Commission will hold a public hearing at Town Hall, 450 South Parish Avenue, to consider the application on Wednesday, August 23, 2023, at 7:00 p.m. All interested individuals are encouraged to attend. Information may be obtained at [planning@johnstownco.gov](mailto:planning@johnstownco.gov) or by calling 970-587-4664.

**Legal Description:** LOCATED IN THE SW1/4 OF SEC 26, 5N.68W OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO

Hannah Hill, Town Clerk  
Town of Johnstown

Published in *The Johnstown Breeze*  
August 10, 2023

**TOWN OF JOHNSTOWN  
PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that an application for a Site Development Plan and Final Plat for The Row Townhomes at 2534 has been received by the Town of Johnstown. This Subdivision encompasses approximately 2.08 acres, located south of Ronald Reagan Blvd., west of Thompson Pkwy. This plat and site development plan will create 32 townhomes lots as well as 2 open space areas. The Town Council will hold a public hearing at Town Hall, 450 South Parish Avenue, to consider the application on Monday, August 21, 2023, at 7:00 p.m. All interested individuals are encouraged to attend. Information may be obtained at [planning@johnstownco.gov](mailto:planning@johnstownco.gov) or by calling 970-587-4664.

**Legal Description:** LOT 3, BLOCK 1, 2534 FILING NO. 2, LOCATED IN THE NE QUARTER OF SEC 15 AND NW QUARTER OF SEC 14, T5N, R68W OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF LARIMER, COLORADO

Hannah Hill, Town Clerk  
Town of Johnstown

Published in *The Johnstown Breeze*  
August 10, 2023

**HIGH PLAINS ESTATES  
METROPOLITAN DISTRICT  
CALL FOR NOMINATIONS**  
§§ 1-13.5-501; 1-13.5-303, C.R.S.

**TO WHOM IT MAY CONCERN,** and, particularly, to the eligible electors of the High Plains Estates Metropolitan District, Town of Johnstown, Weld County, Colorado (the "District").

**NOTICE IS HEREBY GIVEN** that an election will be held on November 7, 2023, between the hours of 7:00 a.m. and 7:00 p.m. At that time, two (2) directors will be elected to serve until May 2025 and three (3) directors will be elected to serve until May 2027. Eligible electors of the District interested in serving on the board of directors may obtain a Self-Nomination and Acceptance Form from the Designated Election Official ("DEO") at 2154 E. Commons Ave., Suite 2000, Centennial, CO 80122 or via telephone at 303-858-1800, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

The deadline to submit a Self-Nomination and Acceptance Form is the close of business (5:00 p.m.) on Friday, September 1, 2023. If the DEO determines a Self-Nomination and Acceptance Form is not sufficient, the form may be amended prior to 5:00 p.m. on September 1, 2023. Earlier submittal is encouraged as the deadline will not permit curing of an insufficient form after this date and time. An Affidavit of Intent to be a Write-In Candidate must be submitted to the office of the DEO by the close of business (5:00 p.m.) on Tuesday, September 5, 2023.

**NOTICE IS FURTHER GIVEN** that information on obtaining an absentee ballot may be obtained from the DEO, and applications for an absentee ballot must be filed with the DEO no later than the close of business (5:00 p.m.) on October 31, 2023.

HIGH PLAINS ESTATES METROPOLITAN DISTRICT  
By: Designated Election Official

Published in *The Johnstown Breeze*  
August 10, 2023

**RIVERBEND ESTATES  
METROPOLITAN DISTRICT  
NOTICE OF VACANCY**

PURSUANT to Section 32-1-808(2)(a)(I), C.R.S., notice is hereby given that vacancies exist on the Boards of Directors of the Riverbend Estates Metropolitan District Nos. 1 & 3. Any eligible elector of the Districts who is interested in appointment to the Boards may contact the District's Attorney, David S. O'Leary, via e-mail: [doleary@spencerfane.com](mailto:doleary@spencerfane.com). The Boards of the Districts may fill said vacancies 10 days after the date hereof.

By: David S. O'Leary  
Legal Counsel

Published in *The Johnstown Breeze*  
August 10, 2023

**ENCORE ON 34 METROPOLITAN  
DISTRICT NOS. 4-7  
CALL FOR NOMINATIONS**  
§§ 1-13.5-501; 1-13.5-303, C.R.S.

**TO WHOM IT MAY CONCERN,** and, particularly, to the eligible electors of the Encore on 34 Metropolitan District Nos. 4-7, Town of Johnstown, Larimer County, Colorado (each a "District" and collectively, the "Districts").

**NOTICE IS HEREBY GIVEN** that an election will be held on November 7, 2023, between the hours of 7:00 a.m. and 7:00 p.m. At that time, and for each District, two (2) directors will be elected to serve until May 2025 and three (3) directors will be elected to serve until May 2027. Eligible electors of the Districts interested in serving on the boards of directors may obtain a Self-Nomination and Acceptance Form from the Designated Election Official ("DEO") at 2154 E. Commons Ave., Suite 2000, Centennial, CO 80122 or via telephone at 303-858-1800, between the hours of 8:00 a.m. and 5:00

p.m., Monday through Friday. The deadline to submit a Self-Nomination and Acceptance Form is the close of business (5:00 p.m.) on Friday, September 1, 2023. If the DEO determines a Self-Nomination and Acceptance Form is not sufficient, the form may be amended prior to 5:00 p.m. on September 1, 2023. Earlier submittal is encouraged as the deadline will not permit curing of an insufficient form after this date and time. An Affidavit of Intent to be a Write-In Candidate must be submitted to the office of the DEO by the close of business (5:00 p.m.) on Tuesday, September 5, 2023.

**NOTICE IS FURTHER GIVEN** that information on obtaining an absentee ballot may be obtained from the DEO, and applications for an absentee ballot must be filed with the DEO no later than the close of business (5:00 p.m.) on October 31, 2023.

ENCORE ON 34 METROPOLITAN DISTRICT NOS. 4-7  
By: Designated Election Official

Published in *The Johnstown Breeze*  
August 10, 2023

**NOTICE OF PUBLIC HEARING  
ON AMENDED AND RESTATED  
SERVICE PLAN AND  
ORGANIZATION OF  
SPECIAL DISTRICTS**

**IN RE ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3 AND PROPOSED ENCORE ON 34 METROPOLITAN DISTRICT NOS. 4-7, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO**

**NOTICE IS HEREBY GIVEN** that, pursuant to § 32-1-204.5, C.R.S., an Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for the proposed Encore on 34 Metropolitan District Nos. 4-7 (the "Service Plan") has been filed with the Town Clerk of the Town of Johnstown, Colorado.

A public hearing on the Service Plan and the organization of the Districts will be held by the Town of Johnstown on September 6, 2023 2023, at 7:00 p.m., at 450 S. Parish Ave, Johnstown, CO 80534, or as soon thereafter as the Town Council may hear such matter.

The purpose of the hearing is to consider the Service Plan and to form a basis for adopting a resolution approving, conditionally approving or disapproving the Service Plan.

A general description of the land contained within the boundaries of the Encore on 34 Metropolitan District Nos. 1-3 and the proposed Encore on 34 Metropolitan District Nos. 4-7 (the "Districts") is as follows: that certain land containing approximately 450 acres located East of High Plains Boulevard, West of Colorado Boulevard, and North of US Highway 34 in the Town of Johnstown, County of Larimer, State of Colorado.

Each District shall be a metropolitan district.

The maximum residential debt service mill levy shall be forty (40) mills and the maximum mill levy for operations and maintenance shall be ten (10) mills, subject to changes per the Assessment Rate Adjustments, if applicable. The maximum commercial debt service mill levy shall be fifty (50) mills and the maximum mill levy for operations and maintenance shall be ten (10) mills, subject to changes per the Assessment Rate Adjustments, if applicable.

Pursuant to § 32-1-203(3.5), C.R.S., any person owning property in a proposed District may request that such property be excluded from the proposed District by submitting such request to the Town Council no later than ten days prior to the public hearing.

By Order of the Town Council of the Town of Johnstown

Published in *The Johnstown Breeze*  
August 10, 2023



# WHAT TO EXPECT<sup>®</sup> WHEN YOU'RE EXPECTING A TEENAGER



## Binge-Watching

But it's okay if you doze off during Episode 3, because you don't have to be perfect to be a perfect parent. Thousands of teens in foster care will love you just the same.

[AdoptUSKids.org](https://www.adoptuskids.org)

**EXHIBIT D**  
**TO CERTIFICATE OF MAILING AND PUBLICATION OF**  
**NOTICE OF PUBLIC HEARING ON AMENDED AND RESTATED SERVICE PLAN**

**(Mailing List of Property Owners)**

<p>ENCORE HOLDCO LLC 8901 E MOUNTAIN VIEW RD STE 150 SCOTTSDALE AZ, 85258-4623</p>	<p>HEMBERGER CLYDE/JANICE LIVING TRUST 2490 N COUNTY RD 3 LOVELAND CO, 80538-8989</p>	<p>NORTH TIMNATH PROPERTIES LLC 308 COMMERCE DR UNIT A FORT COLLINS CO, 80524</p>
<p>J &amp; J HOLDINGS LLC 308 COMMERCE DR UNIT A FORT COLLINS CO, 80524</p>		

July 19, 2023

Town of Johnstown  
c/o Carolyn R. Steffl, Esq., Special Counsel  
Dietze and Davis, P.C.  
2060 Broadway, Suite 400  
Boulder, CO 80302

**RE: Proposed Encore on 34 Metropolitan District Nos. 4-7 (the “Districts”)**

Dear Ms. Steffl:

Encore HoldCo, LLC, a Colorado limited liability company (the “**Property Owner**”), is the owner of the property described in **Exhibit A**, which property constitutes the entirety of the territory proposed for inclusion within the boundaries of the proposed Districts. The purpose of this letter is to advise the Town of Johnstown that the Property Owner consents to the organization of the Districts.

**ENCORE HOLDCO, LLC**, a Colorado  
limited liability company



---

Roy Bade  
Printed Name  
Chief Development Officer  
Title

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 200.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL



MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 250.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

A PARCEL OF LAND BEING A PART OF THE SOUTHWEST QUARTER OF SECTION TWELVE (12), TOWNSHIP FIVE NORTH (T.5N.), RANGE SIXTY-EIGHT WEST (R.68W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.), TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF SAID SECTION 12 AND ASSUMING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12 AS BEARING NORTH 00°48'14" EAST, A DISTANCE OF 2641.47 FEET WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°48'14" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 199.35 FEET;

THENCE SOUTH 89°11'46" EAST A DISTANCE OF 80.20 FEET TO AN ANGLE POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE SOUTH 88°43'39" EAST ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE HIGHWAY 34 A DISTANCE OF 300.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01°16'21" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 88°43'39" EAST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 01°16'21" WEST A DISTANCE OF 50.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE HIGHWAY 34;

THENCE NORTH 88°43'39" WEST ALONG THE NORTHERLY RIGHT OF WAY LINES OF SAID STATE HIGHWAY 34 A DISTANCE OF 50.00 FEET TO THE **POINT OF BEGINNING**.

SAID DESCRIBED PARCEL OF LAND CONTAINS 2,500 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

**JOINT RESOLUTION  
OF THE BOARDS OF DIRECTORS OF  
ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3  
AUTHORIZING AMENDMENT OF SERVICE PLAN**

WHEREAS, Encore on 34 Metropolitan District Nos. 1-3 (each a “**District**” and together the “**Districts**”), each a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing special district pursuant to §§ 32-1-101, et seq., C.R.S.; and

WHEREAS, the Town of Johnstown (the “**Town**”) approved the Consolidated Service Plan for the Districts (the “**Service Plan**”) on October 6, 2014, through Ordinance No. 2014-11; and

WHEREAS, in order to accommodate the different phasing required for the development, and to ensure the Public Improvements are constructed in the most efficient and cost-effective manner, the proponents of the project have proposed to amend the Service Plan; and

WHEREAS, the Boards of Directors of the Districts (the “**Boards**”) have determined that amending and restating the Service Plan is in the best interest of the Districts, the present and future property owners, and residents within the Districts.

NOW, THEREFORE, BE IT RESOLVED by the Boards as follows:

1. The Boards hereby direct legal counsel for the Districts to seek approval from the Town of an amended and restated Service Plan to accomplish the objectives set forth in the recitals above. Furthermore, the Boards hereby ratify the actions taken by legal counsel to date in pursuit of the amended and restated Service Plan.

*[Remainder of Page Intentionally Left Blank]*

Adopted September 13, 2022

**ENCORE ON 34 METROPOLITAN DISTRICT NOS. 1-3**, each a quasi-municipal corporation and political subdivision of the State of Colorado

By: Mark F. Hunter  
Mark F. Hunter (Sep 20, 2022 14:54 MDT)  
\_\_\_\_\_  
Officer of the Districts

ATTEST:

By: 

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

Eve Velasco  
General Counsel to the District

*Signature Page to Joint Resolution Authorizing Service Plan Amendment*

**TOWN OF JOHNSTOWN, COLORADO  
RESOLUTION NO. 2023-40**

**RESOLUTION APPROVING AMENDED AND RESTATED SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICTS NOS. 1-3 AND SERVICE PLAN FOR ENCORE ON 34 METROPOLITAN DISTRICTS NOS. 4-7**

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

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

**WHEREAS**, pursuant to Section 32-1-204.5, C.R.S., an Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7 (the “District 4-7 Service Plan”), a copy of which is attached hereto and incorporated herein by reference as Exhibit A (collectively, “Service Plan”), was submitted to the Town Council for approval; and

**WHEREAS**, the Boards of Directors of Encore on 34 Metropolitan District Nos. 1-3 (“Boards”) have requested approval of the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Encore HoldCo, LLC, a Colorado limited liability company (“Owner”), the owner of the property within the proposed boundaries of Encore on 34 Metropolitan District Nos. 4-7 (together with Encore on 34 Metropolitan District Nos. 1-3, the “Districts”), has requested approval of the District 4-7 Service Plan; and

**WHEREAS**, pursuant to the provisions of Title 32, Article 1, Part 2, C.R.S., on September 6, 2023, and thereafter continued to September 18, 2023, the Town Council, following due notice, held a public hearing on the proposed Service Plan; and

**WHEREAS**, the Town Council considered the Service Plan and all other testimony and evidence presented at the hearing; and

**WHEREAS**, based upon the testimony and evidence presented at the hearing, the Town Council finds that the Service Plan should be approved, subject to the conditions set forth below, in accordance with Section 32-1-204.5(1)(c), C.R.S.

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

1. **Satisfaction of Statutory Requirements as to Filing and Notice.** The Town Council, as the governing body of the Town of Johnstown, Colorado, does hereby determine, based on representations by and on behalf of the proponents of the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7, including the Boards and Owner, that all of the requirements of Title 32, Article 1, Part 2, C.R.S., relating to the filing of the Service Plan for the Districts have been fulfilled and that notice of

the hearing was given.

2. ***Jurisdiction.*** Based on representations by and on behalf of the proponents of the Districts, the Town Council has jurisdiction over the subject matter of the proposed Service Plan pursuant to Title 32, Article 1, Part 2, C.R.S., as amended.

3. ***Findings.*** Pursuant to Section 32-1-204.5, C.R.S., Section 32-1-202(2), C.R.S., and Section 32-1-203(2), C.R.S., the Town Council does hereby find and determine, based on the Service Plan, the representations by and on behalf of the proponents of the Districts, including the Boards and Owner, and other evidence presented at the public hearing, that:

- (a) There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;
- (b) The existing service in the area to be served by the Districts is inadequate for present and projected needs;
- (c) The Districts are capable of providing economical and sufficient service to the area within its proposed boundaries; and
- (d) The area to be included in the Districts has, or will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

4. ***Service Plan Approved; Conditions and Limitations.*** The Town Council hereby approves the Amended and Restated Service Plan for Encore on 34 Metropolitan District Nos. 1-3 and Service Plan for Encore on 34 Metropolitan District Nos. 4-7, attached as Exhibit A, as may be revised, if at all, as set forth per section 4(e) below. This approval is given specifically subject to the following conditions and limitations pursuant to Section 32-1-204.5(1)(c), C.R.S.:

- (a) The Town’s approval of the Service Plan shall not relieve the Owner, a developer or any other owner of property in the Districts of: (i) any requirement under the annexation agreement pertaining to the property within the Districts’ boundaries or any other binding agreement(s); and (ii) the requirement to provide financial guarantees for construction of, and dedicate to the Town, all required public improvements.
- (b) Once the Districts have been duly organized, any material modification of the Service Plan shall require an amendment to the Service Plan, which must be approved by Town Council.
- (c) At its first meeting after the effective date of this Resolution and in no event later than sixty (60) days after the formation election of the Encore on 34 Metropolitan District Nos. 4-7, the Board of Directors of the Districts shall execute the Intergovernmental Agreement with the Town (“IGA”) and the Districts’ Indemnity Letter in the forms set forth as exhibits to the Service Plan presented to the Town Council at the September 18, 2023, public hearing, or in forms otherwise acceptable to the Town Attorney, and shall deliver the fully executed originals of the IGA and

Indemnity Letter to the Town within ten (10) days of the Districts’ organizational meeting.

- (d) The conditions set forth in this Resolution are not intended and shall not be construed to enlarge, diminish or otherwise affect any of the requirements, limitations or other provisions of the Service Plan or the IGA.
- (e) The Service Plan shall be revised if required pursuant to additional conditions of approval set forth by the Town Council at the September 18, 2023, public hearing. If so directed, the Town Attorney shall modify the Service Plan and provide the finalized version of the Service Plan to the Town Clerk for filing with the records of the Town and to the Boards and Owner for, among other purposes, filing with the Larimer County District Court.

5. **Execution of Town IGA.** The IGA referred to in Section 4(c) above is hereby approved in essentially the same form as the copy of such IGA set forth as Exhibit D to the Service Plan, which was presented to the Town Council at the September 18, 2023, public hearing. The Mayor and Town Clerk are hereby authorized to execute the IGA on behalf of the Town provided the same has first been executed by the District.

6. **Filing of Resolution.** A certified copy of this Resolution, with the attached Service Plan, as may be amended, shall be filed in the records of the Town and submitted to the Boards and Owner of the property within the proposed boundaries of the Encore on 34 Metropolitan District Nos. 4-7 for the purpose of filing in the Larimer County District Court.

PASSED, SIGNED, APPROVED, AND ADOPTED this \_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**TOWN OF JOHNSTOWN, COLORADO**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor



# Town of Johnstown

## TOWN COUNCIL AGENDA COMMUNICATIONS

---

**AGENDA DATE:** September 18, 2023

**SUBJECT:** Ordinance 2023-254 an Ordinance Amending Section 2-11 of the Johnstown Municipal Code Concerning Councilmember Vacancies

**ACTION PROPOSED:** Consider Ordinance No. 2023-254

**ATTACHMENTS:** 1. Ordinance No. 2023-254

**PRESENTED BY:** Avi Rocklin, Town Attorney

---

**AGENDA ITEM DESCRIPTION:** Section 2.6 of the Home Rule Charter of the Town of Johnstown (“Charter”) provides that, among other instances, the office of the Mayor or a Councilmember “may become vacant under Section 2.3 E of this Charter regarding discipline for violations of Council requirements and procedures.” Section 2.3E of Charter, in turn, provides that: “Town Council may, by ordinance, enact requirements and procedures to govern the Council-related activities of Councilmembers and the Mayor while in office, which ordinance may prescribe disciplinary procedures and consequences for violations of such requirements and procedures.”

Consistent with the protocol established by many municipalities, the Town Council may consider enacting attendance requirements for the Mayor and Councilmembers. After discussion, receiving feedback, and general direction from the Town Council during a work session and a regular meeting, Town Staff is presenting an Ordinance that the offices would become vacant if the Mayor or Councilmember fails to attend three (3) consecutive regular meetings of the Town Council. The failure to attend the meetings, however, would be excused for the death of a family member, hospitalization of the Mayor or Councilmember, or involuntary military service.

To effectuate the foregoing, Section 2-11 of the Johnstown Municipal Code could be amended to address, in addition to vacancies resulting from residency requirements, vacancies arising from the failure to attend regular meetings of the Town Council

As proposed, the Ordinance would be effective on April 15, 2024, on the date of the first regular meeting of the Town Council after the next municipal election.

*The Community That Cares*

[www.TownofJohnstown.com](http://www.TownofJohnstown.com)

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

**LEGAL ADVICE:**

The Town Attorney prepared Ordinance No. 2023-254

**FINANCIAL ADVICE:**

N/A

**RECOMMENDED ACTION:** Approve Ordinance No. 2023-254 on first reading.

---

**SUGGESTED MOTIONS:**

**For Approval:** I move to approve Ordinance 2023-254 an Ordinance Amending Section 2-11 of the Johnstown Municipal Code concerning Councilmember Vacancies, on first reading.

**For Denial:** I move to deny approval of Ordinance No. 2023-254.

*Reviewed and Approved for Presentation,*



---

Town Manager



**TOWN OF JOHNSTOWN, COLORADO**  
**ORDINANCE NO. 2023-254**

**AN ORDINANCE AMENDING SECTION 2-11 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING COUNCILMEMBER VACANCIES**

**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**, Section 2.6 of the Home Rule Charter of the Town of Johnstown (“Charter”) provides that: “A Councilmember’s office, and the office of the Mayor, shall become vacant whenever he/she is recalled, dies, is declared legally incompetent, resigns, is removed from office, moves from or becomes a non-resident of the Town, ward or district, as the case may be with reference to Section 2.1.B. of this Charter. A Councilmember’s office, and the office of the Mayor, may become vacant under Section 2.3 E of this Charter regarding discipline for violations of Council requirements and procedures.”

**WHEREAS**, Section 2.3E of Charter, in turn, provides that: “Town Council may, by ordinance, enact requirements and procedures to govern the Council-related activities of Councilmembers and the Mayor while in office, which ordinance may prescribe disciplinary procedures and consequences for violations of such requirements and procedures.”

**WHEREAS**, pursuant to the foregoing provisions of the Charter, the Town Council desires to enact attendance requirements for the office of the Mayor and Councilmembers; and

**WHEREAS**, to effectuate the foregoing, the Town Council desires to amend and expand Section 2-11 of the Johnstown Municipal Code to address, in addition to vacancies resulting from residency requirements, vacancies arising from the failure to attend regular meetings of the Town Council; and

**WHEREAS**, the Town Council finds, determines and declares that this Ordinance is promulgated under the general police power of the Town and is in the best interests of the Town of Johnstown.

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

**Section 1.** Section 2-11. Section 2-11 of the Johnstown Municipal Code shall be repealed in full and readopted to read as follows:

**Sec. 2-11. Vacancies.**

A vacancy shall exist if, during the term of office, the Mayor or a Councilmember dies, is judicially declared incompetent, resigns, moves from or becomes a non-resident of the Town or, if applicable, a ward or district, or fails to attend three (3) consecutive regular meetings of the Town Council. The failure to attend a Town Council meeting shall be excused for the death of a family member, hospitalization of the Mayor or Councilmember or involuntary military service.

**Section 2. Severability.** If any part or provision of this Ordinance, or its application to any person or circumstance, is adjudged to be invalid or unenforceable, the invalidity or unenforceability of such part, provision, or application shall not affect any of the remaining parts, provisions or applications of this Ordinance that can be given effect without the invalid provision, part or application, and, to this end, the provisions and parts of this Ordinance are declared to be severable.

**Section 3. Publication; Effective Date.** This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Charter and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective on April 15, 2024. Copies of the entire Ordinance are available at the office of the Town Clerk.

**INTRODUCED, AND APPROVED** on first reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

**PASSED UPON FINAL APPROVAL AND ADOPTED** on second reading by the Town Council of the Town of Johnstown, Colorado, this \_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF JOHNSTOWN, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Hannah Hill, Town Clerk

By: \_\_\_\_\_  
Troy D. Mellon, Mayor

JONES MEMORIAL LIBRARY CASH FLOW REPORT - JULY 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 160,623.67	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 1,180.00	\$ 3,205.00	\$ 3,500.00		
	Interest	\$ 200.59	\$ 197,711.68	\$ 75,000.00		
	Misc Income	\$ 317.35	\$ 8,784.18	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 720,612.77	\$ 1,243,246.00		
	High Plains Library District	\$ 59,408.41	\$ 811,068.49	\$ 811,068.00		
INFLOWS TOTAL		\$ 164,892.78	\$ 1,741,382.12	\$ -		
TOTAL AVAILABLE FUNDS		\$ 325,516.45		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ 4,485.00	\$ 11,371.00	\$ 22,000.00		
	Books -25	\$ 556.56	\$ 20,009.86	\$ 50,000.00	1433	
	DVD/Audio - 1	\$ 32.92	\$ 3,263.76	\$ 15,000.00	117	
	Library of Things	\$ 370.69	\$ 1,248.91	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ 1,686.65	\$ 3,541.56	\$ 40,000.00		
	MakerSpace	\$ 1,132.80	\$ 3,027.50	\$ 20,000.00		
	Gifts Given	\$ 106.18	\$ 1,109.92	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 900,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 1,475.75	\$ 23,002.75	\$ 65,000.00		
	Memberships/Licenses	\$ 50.00	\$ 133.88	\$ 2,500.00		
	Milliken Location	\$ 640.39	\$ 5,254.76	\$ 20,000.00		
	Outreach	\$ 324.02	\$ 964.25	\$ 10,000.00		
	Professional Enrichment	\$ (25.00)	\$ 698.64	\$ 5,000.00		
	Programming	\$ 1,260.14	\$ 18,649.32	\$ 190,000.00		
	MakerSpace	\$ 572.14	\$ 3,725.97	\$ 10,000.00		
	Salaries/Benefits/Perks	\$ 127,638.62	\$ 233,776.53	\$ 605,000.00		
	Health Ins./Retirement	\$ 17,637.31	\$ 34,007.73	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 234.00	\$ 1,372.22	\$ 5,000.00		
	Supplies, Janitorial	\$ -	\$ 582.25	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 327.09	\$ 3,311.92	\$ 12,000.00		
	Telephone	\$ 539.64	\$ 3,879.46	\$ 10,000.00		
	Utilities	\$ 2,598.58	\$ 25,109.20	\$ 40,000.00		
	Capital Improvement	\$ -	\$ 105,947.01	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 161,643.48	\$ 1,406,488.40	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 163,872.97				

Item #15.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 2,935.01				Item #15.
	Programming	\$ 850.00				
ENDING PETTY CASH BALANCE		\$ 2,085.01				
	<b>COLORADO TRUST INVESTMENT</b>		Y-T-D			
BEGINNING BALANCE		\$ 7,403,015.98				
	Dividend -6.2860%	\$ 33,306.12	\$ 196,355.47			
	Contribution	\$ -				
	Withdrawal	\$ -				
ENDING BALANCE		\$ 7,436,322.10				

July 18, 2023

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:15 pm. Chad Young, Debi Sauer, Jenna Hall, Sheryl Ballard and Director Kristi Plumb were in attendance. Corina Strickland was absent.

The June 2023 minutes were approved. The financial report for June was reviewed and approved as follows:

June beginning balance	\$ 713,282.28	Petty Cash beginning balance	\$ 2,935.01
Inflow	176,415.98		-0-
Outflow	729,074.59 (600,000.00 to CO Trust)		-0-
Ending balance	\$ 160,623.67		\$ 2,935.01
CO Trust: \$ 7,403,015.98			

Director’s Report:

Artist-in-Residence is LaNette Orebaugh of Millhaus Coffee with her collection of antique kitchen utensils!

Landscaping: Punch walk on Friday, July 7<sup>th</sup> was attended by Thomas Maeda (Project Manager), Hugo (lead landscaper), Debi and Kristi. Items to be addressed were documented, although much was debated as being ‘out of the scope of their work’. Three empty squares in front sidewalk need attention-per Debi’s recommendation, dog tuff grass will be planted for now. Kristi will order.

Staff: On July 11<sup>th</sup>, new employee Diana Averill began her work/love relationship with the library-Welcome! She will share her music prowess as she leads Monday morning Music and Motions Storytime. Dylann will be interviewing for a MakerSpace position to keep up with our patrons’ desires to ‘create’! Staff continues to be flexible as they successfully shift and re-define responsibilities.

Technology: High Plains District updated all public computers and staff computers on July 11<sup>th</sup> and will continue this process with a new laptop and large screen monitor for Kristi. Further updates could include security cameras, smart badges and a door counter. District is also taking ownership of MakerSpace equipment. To shorten wait time for projects, two more laptops will be purchased for MakerSpace.

Building: Kristi received a painting bid from AMC for MakerSpace and bathroom embellishments as well as some maintenance painting. Kristi will inquire about a possible building maintenance program to keep the interior paint looking fresh.

Outreach: Pride event at YMCA was not appreciated by all-2 letters were received and Kristi responded with ‘libraries are for everyone’. National Night Out and Milliken’s Beef-n-Bean Day Parade are quickly approaching.

Donation: \$ 480.00 was received from former employee Barb Sloan’s memorial contributions. Using these funds for outdoor artwork is a possibility as expectations, locations and desires were discussed and examples shared. Chad will research further and bring options to next meeting.

Holiday Party: Candlelight Theater on Saturday, December 2<sup>nd</sup>, beginning at 5 pm with cocktail hour!

Interior walkabout to discuss upcoming painting commenced and meeting was adjourned at 9:25 pm. Next meeting will be August 15, 2023.

June statistics:	Johnstown—door count: 8268	circulation: 10756
	Milliken—door count: 574	circulation: 405

Respectfully submitted, Sheryl Ballard, Secretary



Date

The Honorable Michael Regan  
U.S. Environmental Protection Agency  
Office of the Administrator  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Dear Administrator Regan,

On behalf of the North Front Range Metropolitan Planning Council (NFRMPO), in Northern Colorado, we are writing to ask for the Environmental Protection Agency's (EPA's) assistance, in collaboration with the greater Intermountain West Metropolitan Planning Organization group, in addressing the significant amount of non-locally controllable emissions contributing to high ozone levels in the Intermountain West. We are located within the Denver Metropolitan/North Front Range (DM/NFR) 8-hour Ozone Nonattainment Area, classified as Severe under the 2008 8-Hour Ozone National Ambient Air Quality Standard (NAAQS) and Moderate for the 2015 8-Hour Ozone NAAQS.

The NFRMPO is a regional body that represents 15 member governments in both Weld and Larimer counties and addresses transportation and air quality issues. The NFRMPO actively participates in State Implementation Plan (SIP) developments and supports ozone reduction strategies through numerous outreach activities. We also prioritize transit and non-motorized forms of transportation and initiate and support transportation demand management (TDM) strategies.

We would like to discuss with EPA how to address high background ozone including, initial and boundary conditions, other states transport, Canada and Mexico transport, and fires and biogenic emissions contributing to high ozone levels at Intermountain West ozone monitors and for which the local area does not have the authority to control. We are asking that you partner with us in an effort being led by Maricopa Association of Governments (MAG) and outlined in a June 28, 2023, letter addressed to you to explore ways to address ozone contributions that are not locally controllable.<sup>1</sup>

The NFRMPO is committed to doing what we can to reduce ozone emissions and have worked with our partners at the Colorado Department of Public Health and Environment (CDPHE), Colorado Department of Transportation (CDOT), and the Regional Air Quality Council (RAQC) to

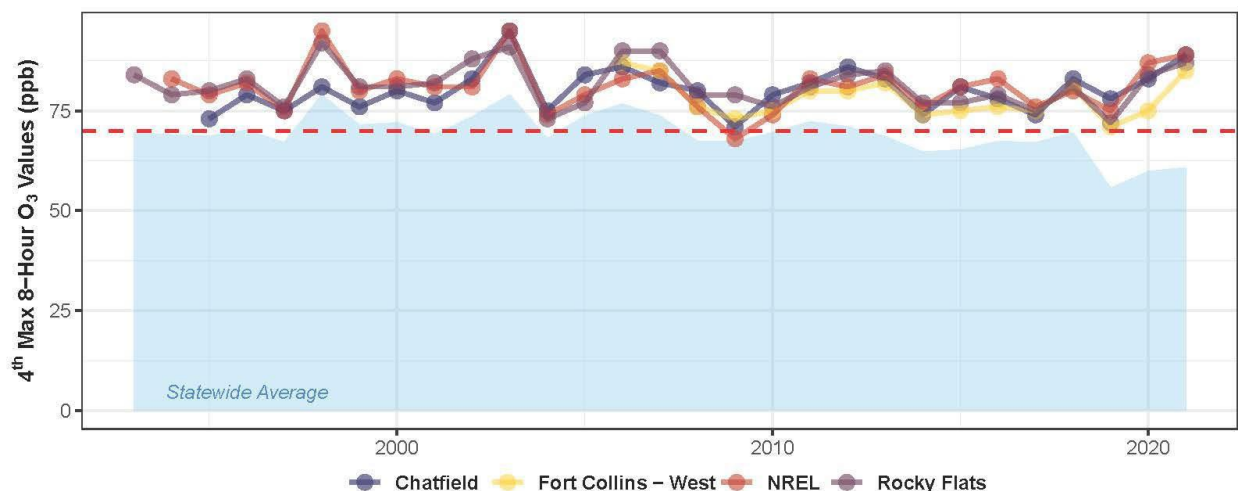
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<sup>1</sup> Maricopa Association of Governments. MAG Regional Council Incoming Chair Kate Gallego and MAG Executive Director Ed Zuercher Letter to EPA Administrator Michael Regan. Jun. 28 2023.



implement very aggressive and innovative control measures, including a variety of first in the nation oil and gas regulations, transportation planning mitigation measures, financial incentives to drive voluntary actions, among others.<sup>2</sup> Colorado continues to develop new innovative reduction strategies in its efforts to meet both the 2008 and 2015 Ozone NAAQS, adopting regulations addressing medium-duty and heavy-duty vehicles and building energy performance standards in 2023, providing tax credits and rebates for electric vehicles and bikes in 2023, providing zero-fare public transit during the summers in 2022 and 2023, and more.<sup>3</sup> The NFRMPO recognizes ozone has very real public health and welfare impacts and has played an active role in addressing man-made emissions from transportation, other non-road mobile sources other sources. While ozone emissions were trending downward in the DM/NFR Nonattainment Area from the early 2000's through 2019, more recent years have experienced higher ozone levels as summarized in **Figure 1** below.

**Figure 1- 4<sup>th</sup> Maximum 8-Hour Ozone Values at Key Ozone Monitors in the Denver Metropolitan/ North Front Range Ozone Nonattainment Area<sup>4</sup>**



To better understand what was contributing to higher ozone levels, NFRMPO evaluated 2023 local source apportionment modeling data products from EPA's *Good Neighbor Rule* that were

<sup>2</sup> Colorado Air Quality Control Commission's "Annual Report to the Public FY2021-2022", downloaded 8/31/23 at: [cdphe.colorado.gov/aqcc-annual-report-to-the-public](https://cdphe.colorado.gov/aqcc-annual-report-to-the-public)

<sup>3</sup> Colorado Energy Office and Departments of Agriculture, Natural Resources, Public Health & Environment, and Transportation. "Biannual Greenhouse Gas Emissions Reductions Implementation Report." Dec. 2022. Table 1. Downloaded 9/5/23 at:

[colorado.gov/sites/energyoffice/files/documents/GHG%20Implementation%20Report\\_Dec%202022.pdf](https://colorado.gov/sites/energyoffice/files/documents/GHG%20Implementation%20Report_Dec%202022.pdf)

<sup>4</sup> Colorado Air Quality Control Commission's "Annual Report to the Public FY2021-2022," p. 11. Downloaded 8/31/23 at: [cdphe.colorado.gov/aqcc-annual-report-to-the-public](https://cdphe.colorado.gov/aqcc-annual-report-to-the-public)



developed in support of Colorado's Severe SIP under the 2008 Ozone NAAQS.<sup>5</sup> <sup>6</sup> To better understand the degree of locally controllable man-made emissions coming from within Colorado compared to emissions that are not locally controllable, the NFRMPO focused on the percentages of emission categories shown through these analyses to contribute to ozone levels at these monitors rather than the 2023 ozone projections. This approach is similar to the approach taken in the July 21, 2023 Draft "*Chapter 5 Attainment Demonstration and Weight of Evidence Analysis*" developed in support of the 2008 Ozone Severe SIP.<sup>7</sup> This Draft Chapter 5 presents data for the ozone monitor most challenged in meeting the 2008 ozone NAAQS (located at NREL) in terms of contributions to the 2023 projected maximum daily 8-hour average. Specifically, percentages of contributions attributed to boundary conditions, man-made emissions attributed to sources outside of Colorado but within the modeled 36/12/4-km grid domains, and emissions attributed to natural emissions were highlighted. The Draft Chapter 5 concludes, "Boundary Conditions... contribute approximately half of the total ozone at the NREL monitor with emissions outside of Colorado but within the CAMx 36/12/4-km domains contributing 10% and natural emissions contributing 9%."<sup>8</sup> This is true for ozone monitors located in areas under the NFRMPO's jurisdiction as well, where Boundary Conditions contribute more than 50 Percent, see **Table 1**. It should also be noted that the refined modeling discussed in the Draft Chapter 5 and EPA's coarse modeling agree in terms of overall percentage of contributions to ozone levels at these monitors that are not locally controllable.

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<sup>5</sup> EPA's "Data File with 2016v3 Ozone Design Values and Contributions" spreadsheet published with EPA's "Air Plan Disapprovals; Interstate Transport of Air Pollution for the 2015 8-Hour Ozone National Ambient Air Quality Standards" (88FR9336, 2/13/23). Downloaded 1/31/23 from: <https://www.epa.gov/interstate-air-pollution-transport/final-disapproval-good-neighbor-state-implementation-plans#supporting%20documents>

<sup>6</sup> Regional Air Quality Council's "2023 Local Source Apportionment Analysis." Prepared by Ramboll/Alpine, April 2021. Downloaded 8/29/23 from: [raqc.egnyte.com/dl/VHRCCKBuru/Dashboard\\_LocalAPCA\\_mda8\\_v2021.03.17\\_\(1\).xlsx](http://raqc.egnyte.com/dl/VHRCCKBuru/Dashboard_LocalAPCA_mda8_v2021.03.17_(1).xlsx)

<sup>7</sup> Regional Air Quality Council. "Chapter 5 Attainment Demonstration and Weight of Evidence Analysis DRAFT," July 21, 2023. Prepared in support of Colorado's Severe Ozone State Implementation Plan, under the 2008 8-Hour Ozone National Ambient Air Quality Standard. p. 5-34. Downloaded 8/30/23 at: [raqc.egnyte.com/dl/s5c6gCBcq](http://raqc.egnyte.com/dl/s5c6gCBcq)

<sup>8</sup> Ibid.





**Table 1 – Colorado’s 2023 Projected Ozone Values and Contribution Percentages at NFRMPO Monitors<sup>9</sup>**

Monitor	Monitor ID	2023 Projected Max Design Value (ppb)	Colorado Man-made (%)	Outside CO but within 36 km grid <sup>+</sup> (%)	Natural <sup>*</sup> (%)	Boundary Conditions <sup>^</sup> (%)	Non-locally Controllable <sup>@</sup> (%)
RMNP	80690007	65.06	16	9	10	64	83
FCW	80690011	64.82	22	10	12	55	77
FTC	80691004	66.55	21	10	12	56	77
GRET	81230009	64.71	21	11	11	56	78

<sup>+</sup> Combines contributions from other states, and Internationally.

<sup>\*</sup> Does not include contributions from Fire

<sup>^</sup> Combines contributions from Initial Boundary Conditions and Boundary Conditions International

<sup>@</sup> Sums contributions from Initial and Boundary Conditions, Boundary Conditions International, other states, Natural

While Colorado continues to reduce home-grown man-made emissions, developing new and innovative reduction strategies, reductions in emissions coming from outside Colorado’s borders, as well as the emissions that are non-locally controllable must be considered in terms of SIPs.

Areas in the Intermountain West, with high ozone levels and limited state generated man-made emissions must focus on reducing their own man-made emissions to meet the NAAQS. This puts an unfair burden on local areas to shave emissions from the states’ portion of man-made emissions within their authority to control, versus larger contributions that are not locally controllable. This burden is reflected in increased administrative costs, industrial costs, and Reasonably Available Control Measure (RACM) costs, Transportation Control Measures (TCMs), and more all born at the local level by local authorities, consumers, tax payers and industry in an effort to meet current ozone NAAQS.

These additional measures impact the economic viability of the area, and some do so without yielding much if any ozone benefit. For example, requirements to use reformulated gasoline or reduce vehicle miles traveled (VMT) in the DM/NFR Nonattainment Area when Colorado is implementing rules to transition toward electric vehicles and away from fossil-fuel fired vehicles have questionable benefit while incurring very real costs – and costs which may significantly

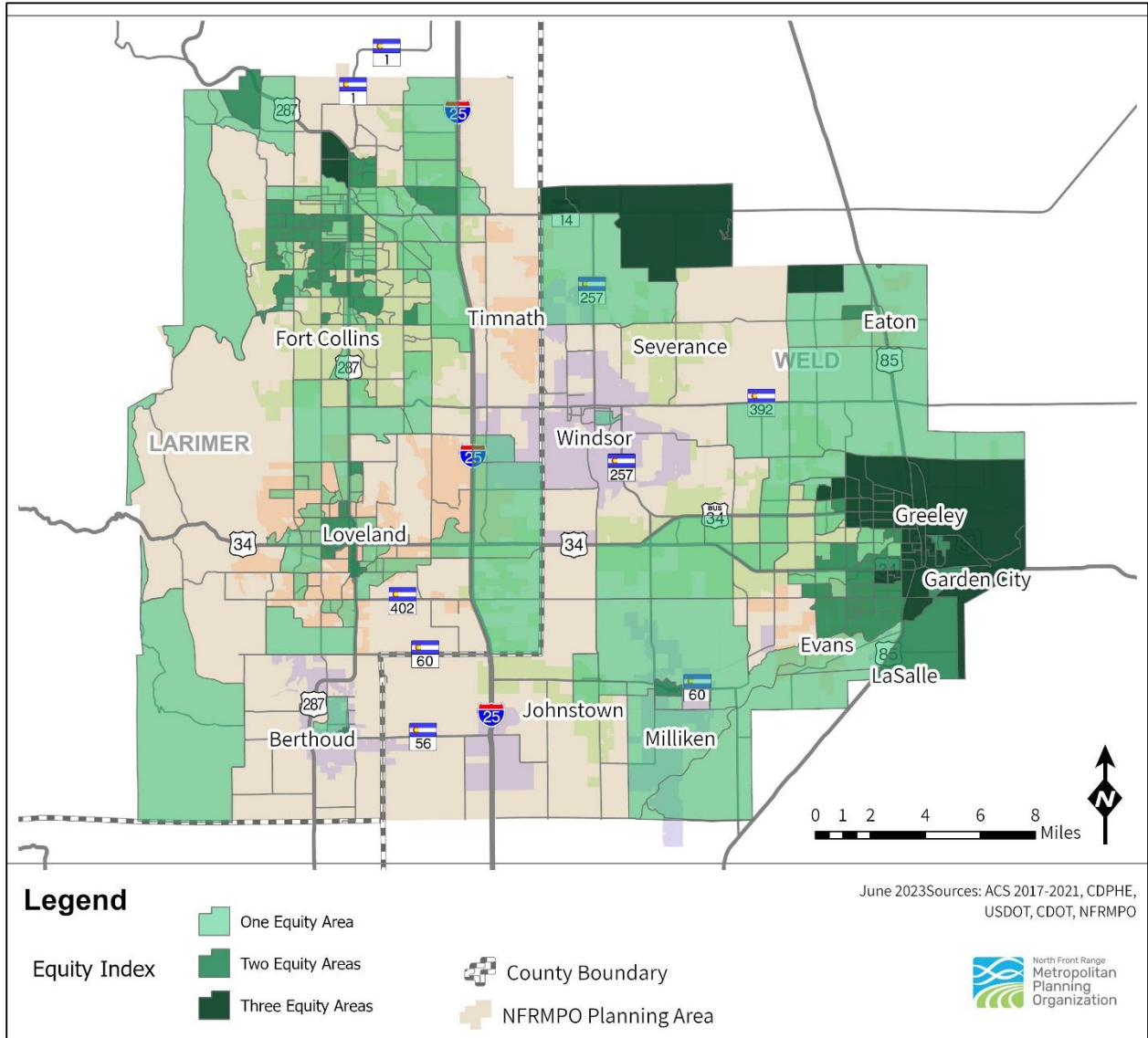
<sup>8</sup> Ibid

<sup>9</sup> Regional Air Quality Council’s “2023 Local Source Apportionment Analysis.” Prepared by Ramboll/Alpine, April 2021. Downloaded 8/29/23 from: [raqc.egnyte.com/dl/VHRCCKBuru/Dashboard\\_LocalAPCA\\_mda8\\_v2021.03.17\\_\(1\).xlsx](http://raqc.egnyte.com/dl/VHRCCKBuru/Dashboard_LocalAPCA_mda8_v2021.03.17_(1).xlsx)



impact disadvantaged populations located throughout the NFRMPO area, shown on **Figure 2** below, and likely further deepen the equity gap.<sup>10</sup>

**Figure 2 – NFRMPO’s Equity Index Map<sup>11</sup>**



The Equity Index map illustrates the census block groups in the region which qualify as disadvantaged based on the overall Justice40, DI Community, or EJ definitions. Each qualifying

<sup>10</sup> State of Colorado, Governor’s Office. Governor Jared Polis Letter to EPA Administrator Michael Regan. Sept. 14, 2022. Downloaded 9/5/23 at: [colorado.gov/governor/news/8801-governor-polis-fighting-clean-air-and-save-people-money-opposes-reformulated-gas](https://colorado.gov/governor/news/8801-governor-polis-fighting-clean-air-and-save-people-money-opposes-reformulated-gas)

<sup>11</sup> North Front Range MPO 2050 Regional Transportation Plan, Chapter 1 at: <https://nfrmpo.org/rtp/2050-rtp/>



census block group is given a score of one to three based on if it qualifies under one or more definition.

With the upcoming NAAQS standard review, it appears that we are setting the stage for continual downgrades with little hope of attaining, given the degree of non-locally controllable contributions. The NFRMPO would appreciate EPA's partnership with the Intermountain West MPO group in exploring: 1) development of an EPA approvable SIP that avoids further downgrades and sanctions; 2) options to reduce emissions regionally, nationally, and internationally so localized areas can account for these in their SIP planning; and 3) accounting for these options in any reconsideration of the ozone NAAQS, future implementation guidance, nonattainment designation and/or classification downgrades, and implementing policies.

The NFRMPO is committed to real ozone reductions. We are asking for your assistance in addressing this issue.

Sincerely,

Scott James  
NFRMPO Chair  
Weld County Commissioner

Suzette Mallette  
NFRMPO Executive Director

CC: Senator Michael Bennet  
Senator John Hickenlooper  
Honorable Members of the Colorado Congressional Delegation  
EPA Region 8 Administrator, KC Becker  
Jill Hunsaker Ryan, Director, Colorado Department of Public Health and Environment  
Mike Silverstein, RAQC

# Heavier Truck “Pilot Project” Turns Motorists into Guinea Pigs

## Oppose H.R. 3372

Prepared by CABT, June 2023

Certain business interests are lobbying for H.R. 3372, which would create a “pilot project” that would allow any state to increase truck weights from 80,000 pounds to 91,000 pounds for up to 10 years on its interstates. This bill was recently passed out of the House Transportation and Infrastructure Committee. **The goal, according to the legislation: to track crashes involving these heavier trucks, including fatalities.** This is nothing more than turning interstates into test tracks and motorists into guinea pigs.

As the Virginia Department of Transportation stated when analyzing potential involvement in a pilot project:

***“Safety must remain a primary consideration. Increases in crash rates among the heavier trucks could occur and although a decrease in safety would be a trigger for discontinuation of the pilot, any injuries or loss of life resulting from the pilot would be unacceptable.”***  
(Virginia Department of Transportation, 2018)

In 2016, the U.S. Department of Transportation (USDOT) delivered its three-year Comprehensive Truck Size and Weight Limits Study Report requested by Congress. That report found that heavier trucks had serious safety problems and would impose additional costs to our highway infrastructure. The Department recommended that Congress not approve any heavier trucks.<sup>1</sup>

### **“Pilot Project” for Heavier Trucks Means Experimenting with Motorists**

A “pilot project” for heavier trucks is misguided and dangerous because of the threat to public safety and damage to infrastructure. So-called “pilot projects” amount to little more than experimenting with heavier trucks on public roads and bridges with motorists. The information they seek is the number of crashes, injuries and fatalities caused by heavier trucks, and the damage caused to the nation’s bridges over which they would run. As discussed below, USDOT and the Transportation Research Board (TRB) has recommended better ways of obtaining this information without further endangering motorists or damaging our infrastructure.

### **A Safe Alternative**

If proponents are serious about collecting more comprehensive information about the impacts of heavier trucks, they should support the comprehensive research plans initiated by USDOT<sup>2</sup> and TRB.<sup>3</sup> Improving the collection of crash and travel data in the states where heavier trucks already operate is the logical next step as opposed to expanding the operation of more dangerous trucks. Specific recommendations include the following:

- Reinststitute the collection of higher-quality, impartial data nationwide (i.e., TIFA and VIUS), including VMT, and implement a uniform crash report form that accurately collects the number of trailers and axles, truck weight and length, and road type where the crash occurred.
- Collect and analyze data on the impacts of bigger-truck operations on local roads and bridges.
- Conduct off-road operational tests of bigger-truck configurations, fully evaluating vehicle dynamics in real-world conditions.

<sup>1</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>2</sup> Ibid

<sup>3</sup> Transportation Research Board; 2019. *Research to Support Evaluation of Truck Size and Weight Regulations*

### **Heavier Trucks Are More Dangerous Trucks**

**More crashes.** 91,000 pound, six axle trucks had a 47 percent higher crash rate than 80,000 pound, five axle trucks in limited state testing<sup>4</sup>:

**More severe crashes.** The severity of a crash is determined by the velocity and mass of a vehicle. If its weight increases, so does the potential severity of a crash. Any increase in crash severity increases the likelihood of injuries becoming more serious or resulting in fatalities.

**More likely to roll over.** Heavier trucks tend to have a higher center of gravity because the additional weight is often stacked vertically. Raising the center of gravity increases the risk of rollovers.<sup>5</sup>

**Increased wear and tear.** Increasing the weight of trucks causes additional wear and tear on key safety components. The 2016 USDOT study found that trucks weighing over 80,000 pounds had higher overall out-of-service (OOS) rates and **18 percent higher brake violation rates** compared to those at or below 80,000 pounds.<sup>6</sup> This is especially important because a 2016 study by the Insurance Institute for Highway Safety found that trucks with any out-of-service violation are **362 percent more likely to be involved in a crash.**<sup>7</sup>

### **Heavier Trucks Would Cause Significant Infrastructure Damage**

Bridges don't care about axles – bridge damage is a function of gross vehicle weight. The USDOT study examining interstate and US highway bridges found thousands of structures that would have to be repaired or replaced to accommodate 91,000 pound trucks. A recent report that examined local bridges the USDOT did not examine found more than 72,000 bridges that are not rated to safely handle 91,000 pound trucks. These bridges would cost \$60.8 billion to replace, leaving taxpayers to foot the bill.<sup>8</sup>

### **Heavier interstate weight limits will not take trucks off of local roads**

No truck trip begins or ends on the interstate system. These trucks would operate on all roadways. In fact, 44% of truck traffic operates off the interstates today.<sup>9</sup> The vast majority of state laws allowing heavier trucks on local roads will not conform with a 91,000 pound, six axle pilot program, meaning a pilot program will do nothing to take heavier trucks off of local roads. In fact, this pilot project will increase pressure on state legislatures to increase truck weight limits on local roads, creating serious safety and infrastructure problems.

### **Previous research shows heavier trucks are dangerous to motorists and damage infrastructure**

Along with the most recent studies from USDOT, VDOT and IIHS, other studies have found similar dangers over the years. These include reports from the Wisconsin Department of Transportation,<sup>10</sup> the Transportation Research Board,<sup>11</sup> and the University of Michigan Transportation Research Institute.<sup>12</sup> Given these concerns, additional data should not be collected using methods that puts lives at stake.

<sup>4</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>5</sup> USDOT; 2000. *Comprehensive Truck Size and Weight Study*

<sup>6</sup> USDOT; 2016. *Comprehensive Truck Size and Weight Limits Study, Final Report to Congress*

<sup>7</sup> Insurance Institute for Highway Safety; 2016. *Crash Risk Factors for Interstate Large Trucks in North Carolina*

<sup>8</sup> Bailey, Harvill et al; 2023. *The Impacts of Heavier Trucks on Local Bridges*

<sup>9</sup> Bureau of Transportation Statistics; 2020. *Vehicle Miles Traveled by Highway Category and Vehicle Type*

<sup>10</sup> National Center for Freight & Infrastructure Research and Engineering; 2009. *Wisconsin Truck Size and Weight Study*

<sup>11</sup> Transportation Research Board; 1990. *Truck Weight Limits: Issues and Options*

<sup>12</sup> University of Michigan Transportation Research Institute; 1988. *Analysis of Accident Rates of Heavy Duty Vehicles.*



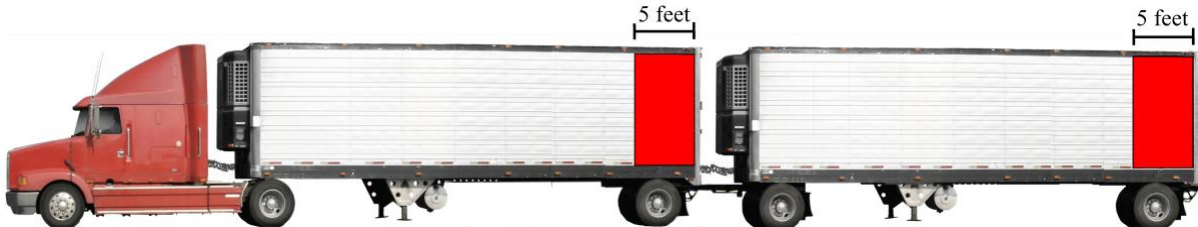
## National Organizations Opposing Truck Size & Weight Increases

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International Association of Chiefs of Police  
National Association of Police Organizations  
National Sheriffs' Association  
National Troopers Coalition  
National Association of Emergency Medical Technicians  
Towing and Recovery Association of America, Inc  
Institute for Safer Trucking  
AAA  
Coalition Against Bigger Trucks  
American Public Works Association  
National Association of Counties  
National Association of County Engineers  
National Association of Towns and Townships  
National League of Cities  
The United States Conference of Mayors  
General Federation of Women's Clubs  
Owner-Operator Independent Drivers Association  
International Brotherhood of Teamsters  
SMART Transportation Division  
American Short Line and Regional Railroad Association  
Association of American Railroads  
GoRail  
National Railroad Construction and Maintenance Association  
Railway Engineering-Maintenance Suppliers Association  
Railway Supply Institute

## Proposed Bigger Truck Configurations

### Longer Double Trailer Trucks



- FedEx, UPS, Amazon and a handful of other companies have lobbied for legislation that would force states to allow double trailer trucks 91 feet in length, called “Double 33s,” on the federally designated National Network, which includes 200,000 miles of roadways. These are 10 feet longer than today’s twin trailers and 17 feet longer than standard single trailer trucks.
- Double 33s were rejected in the U.S. Senate in November of 2015 on a 56-31 vote.
- The U.S. Department of Transportation (USDOT) determined in 2016 that Double 33s take 252 feet to stop—22 feet longer than today’s twin trailer configuration.
- USDOT also found that Double 33s would result in the largest increase in pavement damage compared to all other studied configurations. This would result in \$1.2 billion to \$1.8 billion in estimated pavement damage every year.

### Heavier Single Trailer Trucks



- Certain shippers have lobbied to allow heavier single trailer trucks weighing 91,000 pounds—an increase of 11,000 pounds compared to today’s trucks—as part of a 10 year, 10 state pilot program. Legislation has also been introduced to raise the national weight limit to 97,000 pounds.
- Legislation to allow 91,000 pound trucks was defeated in the U.S. House in 2015 on a 187-236 vote.
- These 91,000 pound trucks were found in limited state testing by USDOT in 2015 to have 47 percent higher crash rates and cause \$1.1 billion in additional bridge costs.

# 22 Feet: It Matters

The U.S. Department of Transportation's 2016 Final Report to Congress found that longer double-trailer trucks, called "Double 33s," take 22 more feet to stop than twin-trailer trucks that are on the road today.





The Honorable Michael Bennet  
United States Senate  
261 Russell Senate Office Building  
Washington, DC 20510

Dear Senator Bennet,

We are reaching out to you express our concerns to legislative proposals that involve increasing maximum truck size or weight on our nation's highways. Because there are no trips by commercial trucks that ever start or end on an Interstate, increased sizes and weights will have a significant effect on our state and municipally-maintained roads and infrastructure. Proposals to add weight of up to 91,000 pounds and expand the size of double-trailer trucks would effectively be an unfunded federal mandate, as heavier and longer trucks have been found by the U.S. Department of Transportation (USDOT) to do more damage to bridges and pavement (USDOT 2016 Comprehensive Study).

Since we are located right off I-25 and have exits that enter our town's jurisdiction, we see commercial truck traffic on State Route 60, which runs through the heart of our downtown area, as well as along the Frontage Road that runs parallel to the Interstate. Heavier and longer trucks would also decrease the life-cycle of small-scale infrastructure that both the town and private property owners maintain like signs, sidewalks, and traffic signals.

In addition to infrastructure, we share concerns about the impact to motorist safety on our roads, particularly in bad weather or with limited visibility. Heavier trucks were shown in the USDOT study to have higher crash rates and longer double-trailer trucks cause many additional problems with increased blind spots and longer stopping distances. This is part of the reason law enforcement groups like the National Sheriffs' Association (NSA) and National Troopers Coalition (NTC) have long opposed legislation putting bigger trucks on our roads.

According to the *Federal Motor Carrier Safety Administration*, there were 103 fatalities involving commercial trucks in Colorado in 2021 (the last year for which complete data is available), and 667 injuries – this represents a 21% increase in fatalities from the previous year.

Thank you again for your leadership and consideration of this issue.

Sincerely,

(signatures of Mayor and/or Members of Council / City Manager)

The Honorable John Hickenlooper  
United States Senate  
SR-374 Russell Senate Office Building  
Washington, DC 20510

Dear Senator Hickenlooper,

We are reaching out to you express our concerns to legislative proposals that involve increasing maximum truck size or weight on our nation's highways. Because there are no trips by commercial trucks that ever start or end on an Interstate, increased sizes and weights will have a significant effect on our state and municipally-maintained roads and infrastructure. Proposals to add weight of up to 91,000 pounds and expand the size of double-trailer trucks would effectively be an unfunded federal mandate, as heavier and longer trucks have been found by the U.S. Department of Transportation (USDOT) to do more damage to bridges and pavement (USDOT 2016 Comprehensive Study).

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Thank you again for your leadership and consideration of this issue.

Sincerely,

(signatures of Mayor and/or Members of Council / City Manager)

The Honorable Yadira Caraveo  
United States House of Representatives  
1024 Longworth House Office Building  
Washington, DC 20515

Dear Representative Caraveo,

We are reaching out to you express our concerns to legislative proposals that involve increasing maximum truck size or weight on our nation's highways. Because there are no trips by commercial trucks that ever start or end on an Interstate, increased sizes and weights will have a significant effect on our state and municipally-maintained roads and infrastructure. Proposals to add weight of up to 91,000 pounds and expand the size of double-trailer trucks would effectively be an unfunded federal mandate, as heavier and longer trucks have been found by the U.S. Department of Transportation (USDOT) to do more damage to bridges and pavement (USDOT 2016 Comprehensive Study).

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Thank you again for your leadership and consideration of this issue.

Sincerely,

(signatures of Mayor and/or Members of Council / City Manager)

Juan Marcano

City of Aurora



Worth Discovering • AuroraGov.org

Council Member, Ward IV  
 15151 E. Alameda Parkway, 5<sup>th</sup> Floor  
 Aurora, Colorado 80012  
*office* 303.739.7015  
*fax* 303.739.7594  
*email* jmarcano@auroragov.org

The Honorable Michael Bennet  
 United States Senate  
 261 Russell Senate Office Building  
 Washington, DC 20510

Dear Senator Bennet:

From adequate funding to our cities, COVID-relief, tackling climate change and other ways in which the federal government can help our community, I appreciate the work you are doing on behalf of The City of Aurora in Washington, DC.

As the Chair of our city's Transportation, Airports and Public Works Committee, I wanted to express my opposition to any federal legislation that would allow even heavier and longer commercial semi-trucks on our roads.

Aurora is Colorado's third largest city with a diverse population of more than 388,000, and that means we experience not only a great deal of commuting traffic on our local roads, but also a fair share of commercial truck traffic as well.

In my ward in particular, some areas like Mississippi Avenue and South Abilene Street experience very high volumes of commercial truck traffic that can both snarl regular traffic and degrade the quality of our roads and small infrastructure through every-day wear and tear. Other parts of town, especially in the northern reaches of the city along the I-70 corridor, see even more heavy trucks because of the heavy presence of logistics and semi-industrial businesses.

Certainly, a federal allowance of even heavier or longer trucks would make this situation much worse, not to mention more dangerous for our motorists, bicyclists, and pedestrians alike.

In addition to these factors, we know that bigger trucks will do more damage to our local infrastructure – this ends up costing the city funds that could be used for other goals. The USDOT outlines these massive costs to infrastructure in their 2016 Report, with heavier 91,000-pound trucks negatively affecting more than 4,800 bridges and costing \$1.1 billion dollars (USDOT 2016 Technical Reports). At a time when Congress has worked so hard to approve funding for an infrastructure bill, any amendments allowing bigger trucks would certainly set us back in terms of maintaining quality infrastructure.

Lastly, we know that bigger trucks would lead to significant diversion from freight rail and contribute to more carbon emissions, and our ward is all-in to fight the advance and impact of human-contributed climate change.

Thank you for your previous support in opposing bigger trucks, and please let me know if you have any questions.

Sincerely,

Juan Marcano  
 Council Member, Ward IV  
 Chair, Transportation, Airports, and Public Works Policy Committee



The Honorable Jason Crow  
United States House of Representatives  
1229 Longworth House Office Building  
Washington, DC 20515

Dear Representative Crow,

As the head of the Public Works Department in the City of Littleton, I wanted to express my concerns, shared by many of my staff, with proposals to allow heavier and bigger commercial trucks on a nationwide basis.

Even though we tend to think of “tractor-trailer trucks” as creatures of the Interstates, the fact is that commercial trucks have to use local roads and infrastructure in order to make deliveries, connect to warehouses, or detour around accidents and construction. The City of Littleton currently manages 350 lane-miles of public roadway and 38 major structures. Even with the sizes and weights of commercial trucks that are allowed today, many of our streets and roads and under enormous pressure from this type of heavy truck traffic, particularly our industrial and “big-box” areas of the city.

In 2016, the USDOT finished a comprehensive study of the issue of bigger trucks, ultimately recommending *against* raising truck weights on interstates and federal highways due to substantially increased bridge damage, pavement damage and higher crash rates. If “federal roads” like Interstates (which are built to higher standards) are not fit for these truck configurations, then they would certainly not appropriate for local roads.

Both proposals for longer and heavier trucks were defeated in 2015, but legislation for bigger trucks continued to be pushed on Capitol Hill. At a time when many cities are dealing with a backlog of road and bridge maintenance project, bigger trucks will only make this problem worse. I strongly urge your opposition if these proposals are voted on during the current Congress.

Thanks for your hard work in Washington, DC and consideration on this issue.

A handwritten signature in blue ink, appearing to read "K. Reester".

Keith Reester  
Public Works Director  
City of Littleton



# Town of Johnstown

## Building Permit Statistics AUGUST 2023

<b>Single Family Residential</b>	<b>Commercial</b>
Current Month: 28 Issued ytd: 223	*New Building Issued ytd 9

<b>Duplex</b>	<b>3-plex</b>	<b>4-plex</b>	<b>5-plex</b>	<b>6-plex</b>	<b>7-plex</b>	<b>Apartment Bldgs</b>
4	1	9	7	3	1	3

<b>Other Residential</b> (basements/alterations/additions)	<b>Other Commercial</b> * (tenant finish/alterations/additions)
Issued ytd 397	Issued ytd 36

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$91,784,243)	(\$72,928,040)
Building permit fees	\$845,783	\$355,595
F&F or <u>F&amp;F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$1,344,469	\$221,359
Water Meter	\$131,605	\$10,594
Water Tap	\$1,723,826	\$298,449
Sewer Tap	\$1,600,173	\$88,403
Regional Sewer Development fees	\$1,261,500	\$275,500
Sewer Inspection Fee	\$28,300	\$3,500
Park	\$139,500	\$4,000
Use Tax	\$1,553,185	\$800,661
Larimer Use Tax	\$107,100	\$50,291
Open Space Impact Fee	\$343,551	\$282,240
Library Impact Fee	\$330,404	\$271,404
Public Facilities Impact Fee	\$457,304	\$538,237
Police Facilities Impact Fee	\$208,095	\$270,573
Transportation Facilities Impact Fee	\$797,217	\$1,397,774
402 Interchange Fee	\$38,488	\$9,805
High Plains Blvd Reimbursement Fee	\$161,345	\$0
School District Fee	(\$105,698)	N/A
<b>TOTAL FEES (YTD)</b>	<b>\$11,071,845</b>	<b>\$4,878,385</b>

The Community That Cares

www.TownofJohnstown.com

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

**Building permits issued for individual dwelling units - 1991 to (date)**

<b>Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*</b>						
<b>Year</b>	<b>Issued</b>	<b>Month avg</b>		<b>Year</b>	<b>Issued</b>	<b>Month avg</b>
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	330	41.25
1998	175	14..58				
1999	145	12.08		<b>TOTAL</b>	<b>6208</b>	
2000	134	11.92				
2001	152	12.67				
2002	262	21.92				
2003	284	24.17				
2004	331	27.67				
2005	375	31.33				
2006	180	15.75				
2007	160	133.42				
2008	97	8.00				
2009	89	7.42				
2010	124	10.33				
2011	184	15.34				
2012	310	25.84				
2013	378	31.50				
2014	272	22.67				
2015	162	13.50				

\*Starting in 2023, number represents total number of units constructed including all single-family type structures. This number does not include apartments. Prior to 2023, the number represents single-family units only.

*The Community That Cares*

www.TownofJohnstown.com

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# PROPOSITION 123

## THE BASICS - WHAT IS IT?

A program approved by Colorado voters in 2022 that establishes the *State Affordable Housing Fund* – a sustainable funding source for Colorado communities to make progress in addressing housing affordability challenges. Proposition 123 is an opportunity to access dedicated and sustainable source of funding for affordable housing projects and initiatives for communities.

### WHAT IS THE PROCESS? (SEE BACK FOR MORE DETAIL)



### WHY PARTICIPATE?

By making a commitment to increase housing at a rate of 3% per year over a period of three years, local governments “unlock” access to project and program funding not only for the local government but also for local housing partners such as nonprofits, developers, residents and other third party entities. Without filing a commitment, the *State Affordable Housing Fund* will not be available to support projects or programs in that jurisdiction.

## 2023 FUNDING FORECAST

Fiscal Year 2022-2023 - \$160 million (actual)

Fiscal Year 2023-2024 - \$320 million (estimated)

Funding for future years estimated at \$320 million annually depending on taxable income



DOLA receives 40% of funds. The Affordable Housing Support Fund is distributed by DOH & DLG:  
Year 1: \$64 million  
Year 2: \$128 million



OEDIT receives 60% of funds. The Affordable Housing Financing Fund is administered by CHFA:  
Year 1: \$96 million  
Year 2: \$192 million





## PROCESS OVERVIEW

### 1 DEVELOP YOUR BASELINE

Localities must determine their baseline amount of affordable housing in compliance with statutory definitions in order to file a commitment. Communities may develop their baseline using the baseline reference data table or the baseline assistance tool. The baseline assistance tool can be used to:

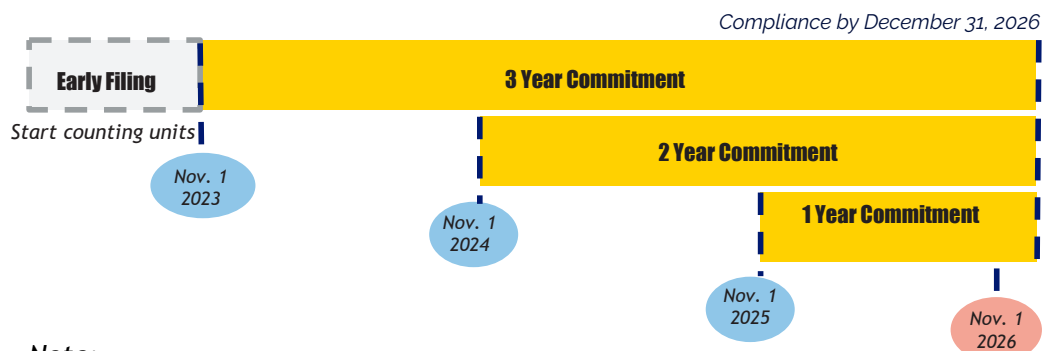
1. Customize a baseline to reflect current conditions.
2. Estimate the amount of affordable housing at individual price levels.
3. Learn about data sources and math used in baseline development.

### 2 FILE YOUR COMMITMENT

Commitments may be filed by authorized local government officials by **November 1<sup>st</sup>** to unlock funding for 2023-2026. Alternatively, local governments could make a 1- or 2-year commitment by filing by November 1st of either 2024 or 2025.

### 3 BEGIN COUNTING UNITS

Begin counting units and unlock funding once your commitment is accepted.



**Note:**

Per the graphic above, the overall commitment will be to increase housing 9% over a three-year period with compliance by December 31, 2026.

*Establish New  
Baseline & Fast  
Track Approval  
in Place*

## HELPFUL TOOLS

### Baseline Reference Data Table



<https://bit.ly/3QtZqLN>

### Baseline Assistance Tool



<https://bit.ly/co-123-baseline>

### Commitment Filing Site



<https://bit.ly/co-123-commit>

**Visit the website to view recorded webinars, see FAQs and submit your own questions about commitments and baselines.**

[EngageDOLA.org/prop-123](https://EngageDOLA.org/prop-123)

*DOLA invites you to a Technical Assistance workshop to learn how your community can participate in the program.*



# PROPOSITION 123

## JUNE 2023 FUNDING FORECAST

The following includes the funding forecast for the first two years of Proposition 123 funding programs as well as a breakdown of the distribution of funds to the various established programs. The funds can be accessed for housing projects in jurisdictions where a commitment has been accepted by DOLA by Nov 1, 2023.

**Fiscal Year 2022-2023 - \$160 million**

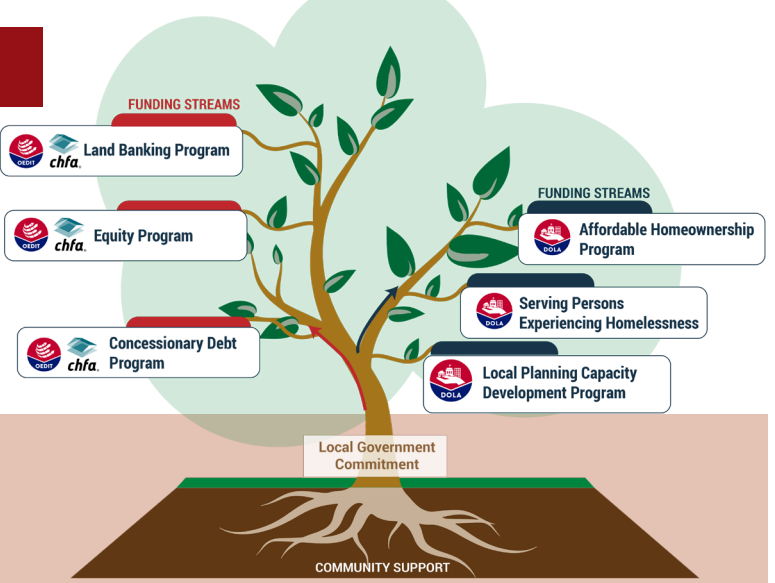
**Fiscal Year 2023-2024 - \$318 million**



DOH receives 40% of funds.  
**Affordable Housing Support Fund** is estimated to be:  
Year 1: \$64 million  
Year 2: \$127.2 million



OEDIT receives 60% of funds.  
**Affordable Housing Financing Fund** is estimated to be:  
Year 1: \$96 million  
Year 2: \$190.8 million



**AFFORDABLE HOMEOWNERSHIP PROGRAMS**  
Down Payment assistance, grants and loans for homeownership



**LAND BANKING**  
Grants and forgivable loans to acquire and preserve land for affordable housing development.



**PROGRAMS SERVING PERSONS EXPERIENCING HOMELESSNESS**  
Funding for people experiencing or at risk for homelessness



**EQUITY**  
Equity investment to support the creation or preservation of low- and middle- income multifamily rental development



**LOCAL PLANNING CAPACITY GRANT PROGRAM**  
Grants to local governments to increase capacity of local government planning departments

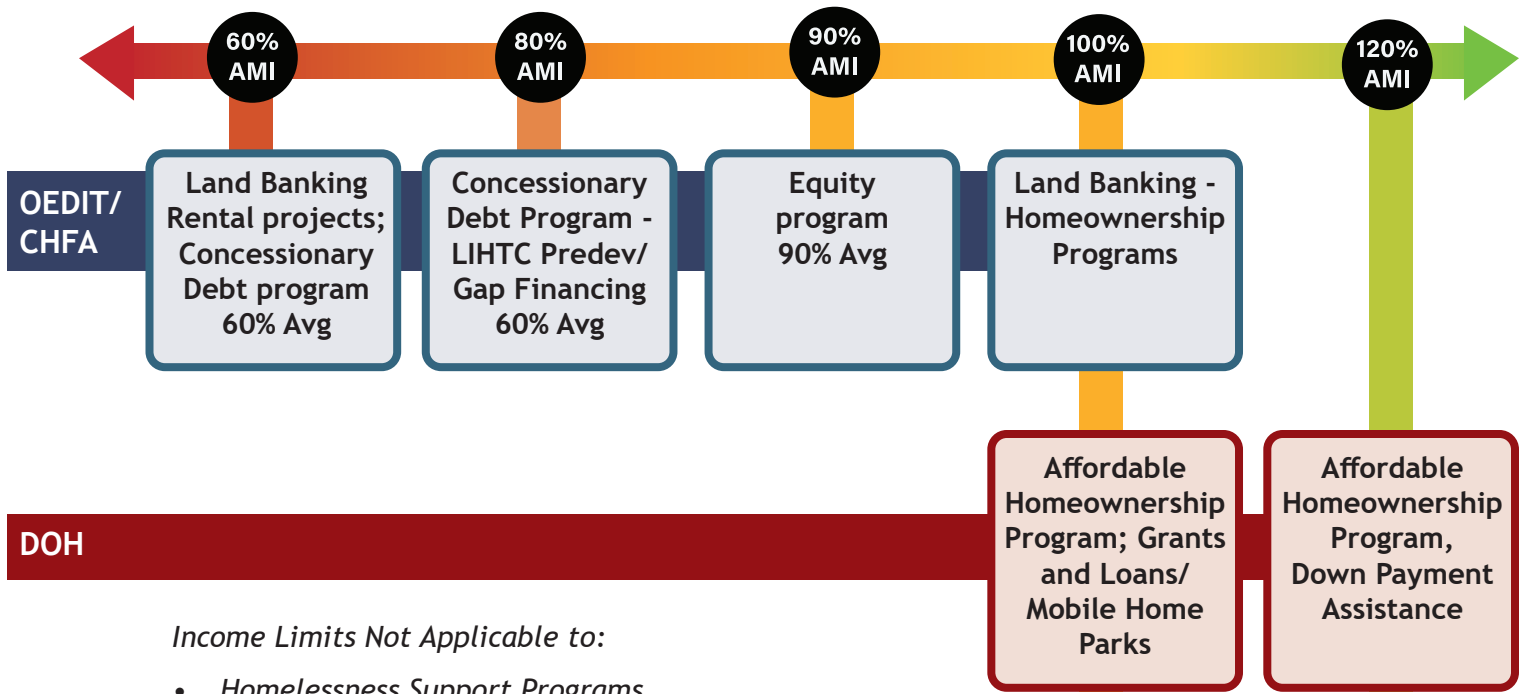


**CONCESSIONARY DEBT**  
Loans to support the creation and preservation of affordable rental housing.

# PROGRAM INCOME LIMITS

*\*unless Rural Resort Petition approved*

Each funding program has different income limits, which are not related to the baseline in the local government commitment. Some programs allow for AMI averaging, while other programs allow up to the AMI percentage specified in the table below.



*Income Limits Not Applicable to:*

- Homelessness Support Programs
- Local Planning Capacity Grants

## RESOURCES



CHFA/OEDIT Funding Programs:  
<https://www.chfainfo.com/>



**COLORADO**  
 Department of Local Affairs

DOLA Proposition 123 Information:  
<https://engagedola.org/prop-123>