



Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Monday, November 06, 2023 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. Staff Member Introductions

EXECUTIVE SESSION

2. An executive session to receive legal advice from the Town attorney pursuant to C.R.S. Section 24-6-402(4)(b) regarding Revere North

PUBLIC COMMENT

Members of the audience are invited to speak at the Council meeting. Public Comment is reserved for citizen comments on items not contained on the Public Hearing portion of the agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak on the same position on a given item, they are requested to select a spokesperson to state that position.

CONSENT AGENDA

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

- [3.](#) September 18, 2023 Meeting Minutes
- [4.](#) Ordinance 2023-254: An Ordinance Amending Section 2-11 of The Johnstown Municipal Code Concerning Councilmember Vacancies
- [5.](#) Resolution 2023-45 Acknowledging Receipt of the Fiscal Year 2024 Preliminary Budget
- [6.](#) Resolution 2023-49 Findings Of Fact And Conclusions Based Thereon With Respect to Annexation of the Property Situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, Known by Street Address as 23165 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately 1.22 Acres

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- [7.](#) Resolution 2023-50 Findings Of Fact And Conclusions Based Thereon With Respect to Annexation of the Property Situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, Known by Street Address as 23019 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately 0.47 Acres
- [8.](#) TRR Community Center & Construction Time Extension Request
- [9.](#) 2024 Compensation Study
- [10.](#) First Amendment to the Subdivision Development and Improvement Agreement, East Ledge Rock Center, Filing No. 3
- [11.](#) Water Service Agreement - (Ledge Rock Center Commercial Irrigation)
- [12.](#) Water & Sewer Service Agreement - Ledge Rock Center Multifamily North Amendment I, with Ledge Rock Center, LLC
- [13.](#) September and October 2023 List of Bills
- [14.](#) September 2023 Financial Statements

TOWN MANAGER REPORT

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

TOWN ATTORNEY REPORT

OLD BUSINESS

- [16.](#) Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)

NEW BUSINESS

- [17.](#) Johnstown Plaza Apartments & Storage Units- Request for External Use
- [18.](#) Town Alleyway Aesthetic Improvements
- [19.](#) An Agreement Between the Town of Johnstown and MWH Constructors for Early Construction and Equipment Procurement on the Water Treatment Plant Project
- [20.](#) Resolution 2023-48 Amending the Water and Sewer Utility Rates and Fees of the Consolidate Town Fee Schedule
- [21.](#) Resolution 2023-47 - A Resolution authorizing the Town of Johnstown to enter into a grant award agreement with the Colorado Division of Homeland Security & Emergency Management concerning funding for updates to the Town of Johnstown Stormwater Master Plan.
- [22.](#) Little Thompson Trail Pedestrian Bridge Deposit
- [23.](#) Johnstown Veterans Memorial Landscaping Request

PUBLIC HEARING

- [24.](#) 2024 Proposed Budget
- [25.](#) Ordinance No. 2023-255, an Ordinance Amending Article VII of Chapter 7 of the Johnstown Municipal Code Concerning the Sale or Disposition of Dogs or Cats from a Pet Shop and Concerning Nuisance, Noisy and Vicious Animals

- [26.](#) An Ordinance 2023-257 Annexing Certain Unincorporated Lands Located in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, Known by Street Address as 23165 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately 1.22 Acres
- [27.](#) Ordinance 2023-258 Approval of R-1 Zoning of the Property Located in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State Of Colorado, Known By Street Address as 23165 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately 1.22 Acres
- [28.](#) Ordinance 2023-259 Annexing Certain Unincorporated Lands Located in the Southeast Quarter of The Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, Known by Street Address as 23019 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately .47 Acres
- [29.](#) Ordinance 2023-260 Approval of R-1 Zoning of the Property Located in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State Of Colorado, Known By Street Address as 23019 Colorado Boulevard, Johnstown, Colorado 80534, Consisting of Approximately 0.47 Acres

COUNCIL REPORTS AND COMMENTS

MAYOR’S COMMENTS

INFORMATIONAL ITEMS

- [30.](#) 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 Discapitados 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

Monday, September 18, 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
Councilmember Young
Mayor Mellon

Absent:

Councilmember Dominguez

AGENDA APPROVAL

Mayor Mellon noted Item #12, the Public Hearing for Encore needed to be removed from the agenda.

Councilmember Berg moved to approve the agenda as amended

Councilmember Morris seconded and the motion passed.

PUBLIC COMMENT

Kermith Aden spoke to the pool feasibility study and inquired about funds for the and other data regarding a pool structure.

A comment from Dee Anne Menzies was read into the record regarding the council attendance policy.

A comment was read into the record from Kelly Cavender, regarding speed bumps.

Jim Hatfield asked for clarification on agenda Items 4 and 5. The Mayor noted the land would most likely be used for items regarding the cemetery.

CONSENT AGENDA

Councilmember Paranto moved to accept the consent agenda

Councilmember Berg seconded and the motion passed.

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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 Manager, Matt LeCerf, noted informational items in the packet. It was also noted a half share of Home Supply Ditch Company was for sale. Mr. LeCerf noted Jamie Barker's, Communications Manager, last day in Johnstown and expressed appreciation for work done in the Town.

TOWN ATTORNEY REPORT

There was no 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

Mr. LeCerf presented the resolution for purchasing of a parcel of land, located on the area around the Johnstown Cemetery. The expected closing date would be September 24, 2023.

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

Councilmember Paranto seconded and the motion passed.

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

Mr. LeCerf noted this parcel of land for the primary purpose would be to to acquire this land for the expansion of Highway 60 Colorado Blvd. The closing would be expected to take place on September 27, 2023.

Council asked if this would be a natural easement if the road was developed.

Mr. LeCerf noted there is a portion of the land that is within the 60-foot right-of-way established by the County. Mr. LeCerf noted the Town does not require dedication until an active project is developing, if the right of way was acquire, there would only be roughly 5,000 square feet left for the landowner, with no access to Colorado Blvd. or Highway 60- based on the distance from the intersection. Because of this, the Town felt it best to purchase the land as opposed to purchasing the right-of-way and leaving the landowner with property that would be difficult to find a use for.

Councilmember Berg moved to approve Resolution 2023-42 authorizing the purchase of Real Property Located at 23019 Colorado Blvd Johnstown, CO 80534 from Centennial Ridge, LLC.

Councilmember Young seconded and the motion passed.

6. Award for Johnstown Annual Pavement Maintenance Program, Phase II RFP

Jason Elkins, Public Works Director presented the Pavement Maintenance Program and discussed the locations of the roads included in the project. A seventh area on High Plains Blvd. has been included in this RFP and project. It was noted that a quote was being asked for regarding the library parking lot.

Councilmember Molinar moved 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.

Councilmember Morris seconded and the motion passed.

7. Colorado Boulevard & Roosevelt Parkway Intersection Alternatives Analysis Award

Mr. Elkins with the opening of Roosevelt Highschool traffic has increased. Town Council and staff have desired to take a proactive approach to seek out needs of current and future demands of this intersection. It was noted staff would be returning to Council with the finding of this analysis.

Councilmember Morris moved to to approve the Colorado Blvd & Roosevelt Pkwy Intersection Alternatives Analysis as presented and authorize the Town Manager to execute the contract.

Councilmember Berg seconded and the motion passed.

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

Mayor Mellon noted a previous presentation from the Loveland Fire Rescue Fire Chief regarding the November 7, 2023 proposed ballot measure from the Loveland Rural Fire Protection District.

Councilmember Berg moved to approve Resolution 2023-44 as presented supporting the Loveland Rural Fire Protection District's ballot measure on November 7, 2023.

Councilmember Young seconded and the motion passed.

9. Discussion Item: Districts & Wards

Avi Rocklin, Town Attorney, presented this item as a follow-up to a previous Council Work Session, and asked for direction on how to procedure in establishing a procedure regarding the Town's Charter, noting the Town being divided into district and wards.

Council suggested two wards, three councilmembers to a ward after discussing the complexity of districts and wards. Discussion centered around the terms districts vs. wards.

Council inquired about establishing a citizen's commission to begin the process.

PUBLIC HEARING

10. Renewal Application for Sabica 3 Inc & 7-Eleven dba 7-Eleven Store 34316A

Mayor Mellon opened the public hearing.

Hannah Hill, Town Clerk, introduced this item to Council noting renewal processes.

Council noted the situation regarding the employee being cited, not the store itself.

Council asked what steps were taken after this problem, where the 7-Eleven Manager noted he did review the regulations with staff, re-trained and employees were sent to City of Fort Collins for their City offered liquor training. It was noted the store now must have a scanned IDs instead of just a visual inspection.

Council expressed appreciation to the sensitvelty to the issue and the steps taken.

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

Mayor Mellon closed the public hearing.

Councilmember Morris moved to approve the renewal of a Fermented Malt Beverage & Wine Liquor License to 7-Eleven Store 34316A.

Councilmember Molinar seconded and the motion passed.

11. Resolution 2023-43 Approving the Preliminary Plat and Preliminary Development Plan for Revere North Subdivision (SUB)

Mayor Mellon opened the public hearing.

Tyler Smith, Planning Department, presented this item reviewing the location and the community amenities including trail networks. The subdivision would include 339 lots and one amenity lot.

Mr. Smith noted the application does meet all Town code, regulations and requirements.

Jim Hays, Vice President of Land Acquisition for Fourstar Real Estes Group presented to Council. The different zoning areas were reviewed, including the water, sewer and open spaces. Mr. Hays indicated the amenity area would be roughly 4.5 acres and designs are being reviewed currently. Mr. Hays noted the perimeter fence details for impacts to the property owners to the east, including a 6-foot privacy fence, a ten-foot ditch maintain path and trail, and then an open rail fence on the property lots have a 29-foot to the property line of the private owners.

Council asked for what meetings with neighbors took place and if those concerns had been addressed. Jeff Mark, Tericino Designs, noted 300-feet was the boundary line of owners who were notified. All issues from the neighbor meetings are believed to be addressed.

The applicant noted Planning and Zoning Commission had concerns with the traffic and drainage. Council asked for clarification on the drainage if it crosses into the Hillsborough Crossing Ditch. The engineer for the project noted there are existing crossings in the Hillsborough Crossing Ditch, however there are no improvements required in the Town's Master Plan at the crossings. Council stressed the need to get the water past Hillsborough for drainage, which the engineer noted the development is meeting the requirements of the Colorado Drainage Law.

Council inquired about the name of the roads, which the applicant noted would be named Beeplant. Street names were also asked about. The applicant noted the review process for road names, and this application pulled plants within this area for naming plans.

Council noted a desire of larger lots, and more variety for different elevations.

Mayor Mellon asked for public comment for those in favor of this item, to which there were none.

Mayor Mellon asked for public comment for those opposed to this item.

Wendy Chase spoke to the notices received for this development, life quality and the amount of traffic on the road.

Janice Herrera spoke to Johnstown Use and Development document, Chapter 17 where landscape and site design, which Council noted does not apply to this Code as the PUD was approved prior to the code being adopted. Ms. Herrera noted landscape options.

Sandra Stoner spoke to grassland drive entrance and concerns related to, as it's directly across from her driveway.

Mario Herrera spoke to the growth and changes in Town, and the term "minimum requirements" and asked for a detailed map on the parameters on the area close to his house.

The applicant noted a meeting in 2021, and several separate meetings were held outside of the public Town Halls. It was noted there is a 30-foot buffer and Council asked if there were more accommodations that could be done.

Council asked for clarification on aligning the access point with driveways, which the applicant noted safety and other access points already being defined. The applicant did note they would take the notes from the meeting back to the traffic engineer and see what accommodations could be made.

Council noted the preference to have a height restriction on the south side of the development; would like to have less density on the south side of the development; looking into a safe entry for driveways; agreement between developer and Harry Lateral Ditch company and a robust plan to be submitted with the final plat.

Mayor Mellon closed the public hearing.

Councilmember Morris moved to approve Resolution 2023-43 approving the Preliminary Subdivision Plat and Preliminary Development Plan for Revere North Subdivision with the following conditions to be added:

- 1. The height of the residential homes along the portions of Red Poppy Street, Bitterroot Street, Beeplant Street and Crown Sparrow Street that are adjacent to the real property owned by the Mario and Janice D. Herrera Revocable Trust ("Herrera Property") shall be minimized;*
- 2. The residential homes that are adjacent to the Herrera Property shall be less dense;*
- 3. The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veterans Parkway;*
- 4. The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch; and*
- 5. There shall be a minimum of sixty (60) feet of open space between the real property owned by Laura W. Chase and the east side of the development.*

Councilmember Young seconded and the motion passed.

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

This item was removed from the agenda.

13. Ordinance 2023-254: An Ordinance Amending Section 2-11 of The Johnstown Municipal Code Concerning Councilmember Vacancies

Mayor Mellon opened the public hearing.

Ms. Rocklin noted this code relates to Council vacancies, with the intent to supplement the attendance requirement in code. The change would note that three consecutive meetings are not allowed to be missed, with limited exceptions.

Council noted the desire to have this implemented immediately as an emergency ordinance, stressing the importance of attendance and participation.

Ms. Rocklin noted findings were needed in order for the ordinance to be an emergency ordinance

Mayor Mellon asked for public comment for those in favor of or opposed to this hearing,

Jim Hatfield spoke to the need of the ordinance.

Council noted the desire to strike the effective date of April 15, 2023 and make it effective upon adoption.

Mayor Mellon closed the public hearing.

Councilmember Young moved to approve Ordinance 2023-254 an Ordinance Amending Section 2-11 of the Johnstown Municipal Code concerning Councilmember Vacancies, on first reading with the change to the effective date per the charter.

Councilmember Morris seconded and the motion passed.

COUNCIL REPORTS AND COMMENTS

Councilmember Morris congratulated Councilmember Paranto on his upcoming wedding. It was also noted that a year ago, regarding the weeds north of Rolling Hills- asked to find out who to contact regarding weeds outside town limits.

Councilmember Young noted the grant work at the Parish House Museum is expected to see tree removal, and the week of October 16th will be excavation for work on the concrete wall.

Councilmember Molinar apologized to Town staff regarding public comments.

Councilmember Paranto noted upcoming wedding festivities,

MAYOR'S COMMENTS

Mayor Mellon noted the previous MPO meeting mentioned hefty fines when breaching the express lanes outside the entry/exit lanes that will be processed automatically.

Fall Fest and the unveiling of the 'J' was noted.

EXECUTIVE SESSION

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

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

Councilmember Young seconded and the motion passed.

Council recessed into executive session at 10:04 pm and reconvened at 10:18 pm where the Mayor noted no decisions were made and no other business was discussed.

MAYOR'S COMMENTS

15. Informational Items

Informational items were included in the packet.

ADJOURN

Mayor Mellon adjourned the September 18, 2023 meeting at 10:19 p.m.

Troy D. Mellon, Mayor

Hannah Hill, Town Clerk



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 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:

This item was postponed from the October 16, 2023 Council meeting.

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

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The first reading of this ordinance was presented to Town Council on September 18, 2023. Council amended the original ordinance to be effective upon adoption of final reading.

LEGAL ADVICE:

The Town Attorney prepared Ordinance No. 2023-254

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Ordinance No. 2023-254 on second reading.

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 upon final passage as provided by the Home Rule Charter of the Town of Johnstown, Colorado. 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 18th day of September, 2023.

TO WN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk

By: Troy D. Mellon
Troy D. Mellon, Mayor

PASSED UPON FINAL APPROVAL, AS AMENDED, 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



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Acknowledgement of Receipt of 2024 Budget

ATTACHMENTS: 1. Resolution 2023-45
2. FY 2024 Preliminary Budget

PRESENTED BY: Devon McCarty, Finance Director

AGENDA ITEM DESCRIPTION:

The Town of Johnstown Municipal Code, Section 4-2 states that “No later than October 15th of each year, the Town Manager, as designated by the Town Council and required by Colorado Law, shall submit to the Town Council the proposed annual budget for the ensuing fiscal year.” The attached Resolution 2023-45 acknowledges that the Council was in receipt of the preliminary 2024 Budget document prior to the required date as the document was presented to the Council at two separate work sessions, held on September 25, 2023, and October 11, 2023.

The budget in its entirety has been included with this resolution and has been made available to the public for inspection at Town Hall and on the Town’s website.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2023-45 acknowledging receipt of the FY 2024 preliminary budget document.

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Reviewed and Approved for Presentation,



Town Manager

The Community That Cares

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TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2023-45

**A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO,
ACKNOWLEDGING RECEIPT OF THE FY 2024 PRELIMINARY BUDGET**

WHEREAS, the preliminary budget for FY 2024 was provided to the Council for review on September 21, 2023; and,

WHEREAS, the governmental funds and fiduciary funds were presented to the Town Council on September 25, 2023, during a budget work session; and

WHEREAS, the enterprise funds were presented to the Town Council on October 11, 2023, during a budget work session.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Johnstown, Colorado that:

Section 1. The preliminary budget for 2024 was provided to the Town Council on September 21, 2023, with budget work sessions held on September 25, 2023, and October 11, 2023.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Repealer. All resolutions, or parts thereof, in conflict with this resolution are hereby repealed, provided that such repealer shall not repeal the repealer clauses of such resolution nor revive any resolution thereby.

Section 4. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

INTRODUCED, READ, PASSES, AND ADOPTED THIS 6th DAY OF NOVEMBER 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	63,900	365,000	9,000	485,700	923,600	1,000,000	-	-	1,923,600
Events	125,600	19,000	6,200	101,250	252,050	30,000	-	-	282,050
Town Manager	1,213,875	451,800	130,300	187,460	1,983,435	76,000	-	-	2,059,435
Town Clerk	386,150	100,150	44,200	11,800	542,300	-	-	-	542,300
Finance	388,020	298,000	19,900	5,200	711,120	-	-	-	711,120
Planning	634,250	21,200	32,600	8,000	696,050	-	-	-	696,050
Bldg Inspections	92,950	301,700	8,000	750	403,400	-	-	-	403,400
Engineering	1,090,205	19,340	68,950	15,000	1,193,495	100,000	-	-	1,293,495
Police	4,781,120	306,400	480,300	203,000	5,770,820	495,000	4,000,000	-	10,265,820
Public Works	533,850	148,250	87,200	26,300	795,600	-	-	-	795,600
Buildings	-	315,600	4,500	32,000	352,100	500,000	-	-	852,100
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	\$9,309,920	\$2,696,440	\$891,150	\$1,076,460	\$13,973,970	\$2,201,000	\$4,000,000	\$0	\$20,174,970

Total Cash Available \$ 34,475,437

Ending Fund Balance \$ 14,300,467

% of Total Budget	46.15%	13.37%	4.42%	5.34%	69.26%	10.91%	19.83%	0.00%	100.00%
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General Fund

Item #5.

GENERAL FUND REVENUES		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Advalorem Taxes						
10.01.3110.00	Property Taxes - Weld	3,959,935	4,207,351	4,251,814	4,212,000	11,772,423
10.01.3112.00	Property Taxes - Larimer	4,258,210	4,681,853	4,778,720	4,711,000	6,229,987
	Subtotal	8,218,144	8,889,204	9,030,534	8,923,000	18,002,410
Sales Tax						
10.01.3120.00	Sales Tax - State	12,733,299	6,420,076	9,000,000	11,500,000	12,500,000
10.01.3122.00	Use Tax - Building	2,668,381	1,459,925	750,000	1,600,000	1,000,000
	Subtotal	15,401,681	7,880,000	9,750,000	13,100,000	13,500,000
Excise Tax						
10.01.3130.00	Lodging Tax	157,751	98,326	90,000	110,000	100,000
10.01.3150.00	Tobacco Tax	26,090	11,970	20,000	20,000	20,000
10.01.3160.00	Severance Tax	632,921	702,525	75,000	702,525	150,000
	Subtotal	816,763	812,820	185,000	832,525	270,000
Franchise Tax						
10.01.3180.00	Franchise Tax-Cable	28,014	15,533	32,000	28,000	25,000
10.01.3184.00	Franchise Tax - Electric & Gas	667,126	354,728	420,000	550,000	550,000
	Subtotal	695,140	370,261	452,000	578,000	575,000
Licenses, Permits, & Service Charges						
10.01.3210.00	Business Licenses	27,350	11,076	26,000	11,500	12,000
10.01.3215.00	Contractors Licenses	28,766	25,325	28,000	26,000	25,000
10.01.3220.00	Dog License/Fees	938	1,002	1,500	1,200	1,500
10.01.3230.00	Liquor License	7,431	3,524	4,000	4,000	4,500
10.01.3510.00	Abatement Fees	1,950	170	2,000	1,000	2,000
10.01.3515.00	Plastic Bag Fees	-	5,935	-	10,000	5,000
10.01.3520.00	Administrative Fees	3,438	1,533	2,500	2,200	2,000
10.01.3530.00	Building Permits	2,518,326	1,357,361	1,000,000	1,500,000	1,100,000
10.01.3565.00	Facility Rental Fees	4,710	5,995	2,500	6,500	3,500
10.01.3570.00	Fingerprinting Fees	330	-	330	-	-

General Fund

Item #5.

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>GENERAL FUND REVENUES</u>						
10.01.3750.00	Police Facilities Development Fees	713,515	491,761	280,610	515,000	324,725
10.01.3760.00	Public Facilities Impact Fees	1,450,905	1,026,082	609,660	1,100,000	713,075
10.01.3770.00	Cultural Impact Fees	-	-	-	-	257,663
	Subtotal	4,757,660	2,929,763	1,957,100	3,177,400	2,450,963
Fines, Forfeitures, & Pd Fees						
10.01.3310.00	Court Revenues	212,515	145,325	160,000	190,000	190,000
10.01.3320.00	Court Surcharge	30,423	23,600	15,500	25,000	25,000
10.01.3330.00	Restitution	275	-	-	-	-
	Subtotal	243,213	168,925	175,500	215,000	215,000
Other Revenues						
10.01.3960.00	Interest Income	442,268	1,514,199	15,000	1,800,000	500,000
10.01.3970.00	Misc Revenue	320,023	11,786	10,000	12,000	10,000
10.01.3985.00	Refund Of Expenditures	890,548	634,451	737,500	670,000	350,000
10.01.3990.00	Rent Income	7,312	9,903	6,600	10,000	-
10.01.3995.00	Unrealized Gain	143,579	-	-	-	-
	Subtotal	1,803,730	2,170,339	769,100	2,492,000	860,000
Revenue From Other Agencies						
10.01.3410.00	Grants - Federal	1,910,007	-	-	-	100,000
10.01.3420.00	Royalties	317,090	161,852	25,000	167,000	50,000
10.01.3440.00	State Grants	134,553	85,126	10,000	85,126	-
	Subtotal	2,361,649	246,978	35,000	252,126	150,000
Events & Community Activities						
10.01.3953.00	Donations/Community Activities	681,649	482	-	500	20,000
	Subtotal	681,649	482	-	500	20,000
Total Fund Revenues		34,979,629	23,468,772	22,354,234	29,570,551	36,043,373

General Fund

Item #5.

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
Intragovernmental Revenues						
10.01.3999.00	To Library	(1,202,027)	(934,078)	(1,243,246)	(1,245,432)	(2,491,362)
10.01.3999.00	To Sewer Fund	-	-	(50,000,000)	(50,000,000)	-
10.01.3999.00	To Water Fund	-	-	-	-	(50,700,000)
10.01.3999.00	To Parks	(1,112,000)	-	-	-	(1,000,000)
10.01.3999.00	To Rec Center	-	(77,262)	(77,262)	(377,262)	(503,000)
10.01.3999.00	To Streets	-	-	-	-	-
10.01.3999.00	To Tax Fund	(758,068)	(121,747)	(625,000)	(700,000)	(700,000)
10.01.3999.00	From Library	-	-	-	1,899	37,395
	Subtotal	(3,072,095)	(1,133,087)	(51,945,508)	(52,320,795)	(55,356,967)
TOTAL FUND REVENUES W/TRANSERS		31,907,534	22,335,685	(29,591,274)	(22,750,244)	(19,313,594)
UNRESTRICTED CASH BALANCE FORWARD						53,789,031
TOTAL ANTICIPATED FUNDS AVAILABLE						34,475,437

General Fund - Legislative

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.10.4001.00	Salaries	55,853	25,151	45,780	41,000	59,000
10.10.4010.00	Payroll Taxes	4,273	1,924	3,550	5,500	4,500
10.10.4025.00	Workers Compensation	308	72	460	460	400
	Total Personnel Services	60,435	27,147	49,790	46,960	63,900
	Contractual Services					
10.10.4100.00	Audit	9,000	9,000	18,000	15,000	40,000
10.10.4135.00	Other Contractual Services	15,094	6,236	40,000	37,000	40,000
10.10.4145.00	Printing & Advertising	5,896	7,465	19,000	9,500	7,000
10.10.4150.00	Professional Services	104,845	103,516	175,000	175,000	260,000
10.10.4180.00	Travel & Training	5,473	5,347	18,000	10,000	18,000
	Total Contractual Services	140,308	131,564	270,000	246,500	365,000
	Commodities					
10.10.4310.00	Computers & Software	2,166	1,342	3,000	3,300	5,000
10.10.4385.00	Supplies - General	3,102	2,469	2,500	3,500	1,500
10.10.4400.00	Supplies - Office	1,457	1,596	1,000	2,100	2,500
	Total Commodities	6,725	5,406	6,500	8,900	9,000
	Other Charges					
10.10.4530.00	Election Expenses	34,814	-	-	-	46,000
10.10.4540.00	Insurance	110,465	113,339	124,650	115,000	90,200
10.10.4560.00	Memberships & Subscriptions	27,320	23,200	65,500	65,500	77,000
10.10.4570.00	Miscellaneous	461,964	426,466	290,000	521,049	272,500
	Total Other Charges	634,564	563,005	480,150	701,549	485,700

General Fund - Legislative

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.10.4850.00	Land	-	-	-	667,000	-
10.10.4830.00	Equipment	127,414	-	25,000	25,000	-
10.10.4840.00	Other Improvements	2,190,524	5,000	-	5,000	1,000,000
	Total Capital	2,317,939	5,000	25,000	697,000	1,000,000
	Total Budget Request	3,159,970	732,122	831,440	1,700,909	1,923,600

General Fund - Town Manager Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	516,739	403,276	658,700	658,700	817,300
10.20.4002.00	Overtime	-	-	500	500	-
10.20.4010.00	Payroll Taxes	38,525	29,193	50,550	50,550	62,450
10.20.4020.00	Unemployment Taxes	-	-	7,000	7,000	7,000
10.20.4025.00	Workers Compensation	8,800	6,098	4,280	9,000	9,200
10.20.4030.00	Group Insurance	67,850	61,611	73,040	93,400	90,225
10.20.4035.00	Retirement Contribution	46,446	40,686	64,140	64,140	97,900
10.20.4040.00	Automobile Allowance	-	3,075	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	7,369	1,381	900	1,900	1,900
	Total Personnel Services	685,728	545,320	865,110	891,190	1,091,975
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	76,000
10.20.4010.00	Payroll Taxes	-	-	-	-	6,200
10.20.4020.00	Unemployment Taxes	-	-	-	-	700
10.20.4025.00	Workers Compensation	-	-	-	-	500
10.20.4030.00	Group Insurance	-	-	-	-	28,900
10.20.4035.00	Retirement Contribution	-	-	-	-	9,600
	Total New Personnel	-	-	-	-	121,900
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education	1,000	-	-	-	-
10.20.4135.00	Other Contractual Services	33,302	65,076	45,900	70,500	146,000
10.20.4140.00	Postage	87	23	2,650	2,550	6,550
10.20.4145.00	Printing & Advertising	40,290	40,973	64,040	64,740	63,600
10.20.4150.00	Professional Services	26,353	180	130,500	130,300	165,000
10.20.4170.00	Telephone & Internet	2,989	1,692	12,320	10,040	15,800
10.20.4180.00	Travel & Training	22,717	13,303	44,885	30,750	54,850
	Total Contractual Services	126,739	121,247	300,295	308,880	451,800

General Fund - Town Manager Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.20.4310.00	Computers & Software	22,721	13,887	59,205	52,545	110,150
10.20.4330.00	Fuel & Lubricants	1,479	279	2,500	1,350	4,250
10.20.4385.00	Supplies - General	908	2,605	9,100	3,000	4,000
10.20.4400.00	Supplies - Office	9,299	6,856	4,900	9,850	11,900
	Total Commodities	34,406	23,627	75,705	66,745	130,300
	Other Charges					
10.20.4540.00	Insurance	3,419	17,419	4,900	17,420	9,000
10.20.4560.00	Memberships & Subscriptions	5,814	3,034	18,420	19,245	25,160
10.20.4570.00	Miscellaneous	23,857	55,659	123,000	85,700	153,300
	Total Other Charges	33,089	76,111	146,320	122,365	187,460
	Capital - \$5,000/item min.					
10.20.4830.00	Equipment	-	6,245	-	6,245	-
10.20.4840.00	Infrastructure	60,609	52	55,000	55,000	-
10.20.4860.00	Vehicles	-	-	-	-	76,000
	Total Capital	60,609	6,297	55,000	61,245	76,000
	Total Budget Request	940,571	772,603	1,442,430	1,450,425	2,059,435

General Fund - Town Clerk Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.30.4001.00	Salaries	255,790	129,298	209,400	209,400	264,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	18,794	9,166	16,000	16,000	20,200
10.30.4020.00	Unemployment Taxes	-	-	1,800	1,800	2,700
10.30.4025.00	Workers Compensation	3,632	1,545	3,900	3,900	4,500
10.30.4030.00	Group Insurance	47,953	27,143	43,400	43,400	56,700
10.30.4035.00	Retirement Contribution	22,155	12,448	25,100	25,100	31,600
	Total Personnel Services	348,324	179,601	300,100	300,100	380,600
	New Personnel					
10.30.4001.00	Salaries	-	-	-	-	5,000
10.30.4010.00	Payroll Taxes	-	-	-	-	400
10.30.4020.00	Unemployment Taxes	-	-	-	-	50
10.30.4025.00	Workers Compensation	-	-	-	-	100
	Total New Personnel	-	-	-	-	5,550
	Contractual Services					
10.30.4135.00	Other Contractual Services	8,935	11,653	18,000	18,000	9,000
10.30.4140.00	Postage	1,822	2,204	2,000	2,500	2,000
10.30.4145.00	Printing & Advertising	1,752	628	1,500	1,000	1,050
10.30.4150.00	Professional Services	81,428	37,324	69,000	71,000	80,000
10.30.4160.00	Rents	984	300	1,000	1,000	1,000
10.30.4170.00	Telephone & Internet	3,653	1,086	4,960	3,500	2,100
10.30.4180.00	Travel & Training	850	2,638	3,500	3,500	5,000
	Total Contractual Services	99,423	55,834	99,960	100,500	100,150
	Commodities					
10.30.4310.00	Computers & Software	9,051	23,881	33,850	30,896	41,000
10.30.4330.00	Fuel & Lubricants	297	59	500	150	200
10.30.4400.00	Supplies - Office	4,825	1,309	3,000	3,000	3,000
	Total Commodities	14,172	25,248	37,350	34,046	44,200

General Fund - Town Clerk Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
10.30.4540.00	Insurance	3,758	6,605	2,500	6,605	2,600
10.30.4560.00	Memberships & Subscriptions	273	417	1,500	650	700
10.30.4570.00	Miscellaneous	3,909	2,021	500	2,100	8,500
	Total Other Charges	7,939	9,043	4,500	9,355	11,800
	Total Budget Request	469,859	269,726	441,910	444,001	542,300

General Fund - Finance Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.40.4001.00	Salaries	106,934	92,927	150,200	150,200	191,400
10.40.4002.00	Overtime	-	11	500	500	200
10.40.4010.00	Payroll Taxes	7,866	6,629	11,500	11,500	14,700
10.40.4020.00	Unemployment Taxes	-	-	1,800	1,800	1,800
10.40.4025.00	Workers Compensation	1,570	1,464	2,560	2,560	3,400
10.40.4030.00	Group Insurance	18,709	19,841	28,500	28,500	35,550
10.40.4035.00	Retirement Contribution	11,409	9,791	18,100	18,100	23,000
10.20.4045.00	Cell Phone Allowance	169	194	-	300	300
	Total Personnel Services	146,657	130,858	213,160	213,460	270,350
	New Personnel					
10.40.4001.00	Salaries	-	-	-	-	71,750
10.40.4002.00	Overtime	-	-	-	-	1,000
10.40.4010.00	Payroll Taxes	-	-	-	-	5,600
10.40.4020.00	Unemployment Taxes	-	-	-	-	620
10.40.4025.00	Workers Compensation	-	-	-	-	1,000
10.40.4030.00	Group Insurance	-	-	-	-	28,900
10.40.4035.00	Retirement Contribution	-	-	-	-	8,800
	Total New Personnel	-	-	-	-	117,670

General Fund - Finance Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.40.4135.00	Other Contractual Services	148,776	147,666	198,000	204,650	285,000
10.40.4140.00	Postage	-	63	450	200	200
10.40.4145.00	Printing & Advertising	-	-	3,000	500	2,500
10.40.4150.00	Professional Services	605	4	-	50	100
10.40.4170.00	Telephone & Internet	2,439	1,222	7,000	2,500	4,200
10.40.4180.00	Travel & Training	950	2,056	7,500	4,500	6,000
	Total Contractual Services	152,770	151,011	215,950	212,400	298,000
	Commodities					
10.40.4310.00	Computers & Software	31,543	3,494	11,760	9,867	16,400
10.40.4400.00	Supplies - Office	4,983	3,152	3,500	3,500	3,500
	Total Commodities	36,525	6,646	15,260	13,367	19,900
	Other Charges					
10.40.4540.00	Insurance	1,291	1,452	1,400	1,452	2,100
10.40.4560.00	Memberships & Subscriptions	150	-	600	600	600
10.40.4570.00	Miscellaneous	5,031	333	4,500	2,500	2,500
	Total Other Charges	6,472	1,784	6,500	4,552	5,200
	Total Budget Request	342,425	290,298	450,870	443,779	711,120

General Fund - Events Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
10.XX.4001.00	Salaries	-	-	-	-	78,950
10.XX.4010.00	Payroll Taxes	-	-	-	-	6,150
10.XX.4020.00	Unemployment Taxes	-	-	-	-	700
10.XX.4025.00	Workers Compensation	-	-	-	-	1,000
10.XX.4030.00	Group Insurance	-	-	-	-	28,900
10.XX.4035.00	Retirement Contribution	-	-	-	-	9,600
10.XX.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total New Personnel	-	-	-	-	125,600
	<u>Contractual Services</u>					
10.XX.4135.00	Other Contractual Services	-	-	-	-	11,250
10.XX.4140.00	Postage	-	-	-	-	50
10.XX.4145.00	Printing & Advertising	-	-	-	-	3,000
10.XX.4170.00	Telephone	-	-	-	-	700
10.XX.4180.00	Travel & Training	-	-	-	-	4,000
	Total Contractual Services	-	-	-	-	19,000
	<u>Commodities</u>					
10.XX.4310.00	Computers & Software	-	-	-	-	4,700
10.XX.4385.00	Supplies - General	-	-	-	-	1,000
XX.10.4400.00	Supplies - Office	-	-	-	-	500
	Total Commodities	-	-	-	-	6,200
	<u>Other Charges</u>					
10.XX.4540.00	Insurance	-	-	-	-	700
10.XX.4560.00	Memberships & Subscriptions	-	-	-	-	550
10.XX.4570.00	Miscellaneous	-	-	-	-	100,000
	Total Other Charges	-	-	-	-	101,250

General Fund - Events Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.XX.4860.00	Vehicles	-	-	-	-	30,000
	Total Capital	-	-	-	-	30,000
	Total Budget Request	-	-	-	-	282,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.50.4001.00	Salaries	229,464	157,884	345,600	345,600	382,900
10.50.4002.00	Overtime	-	-	-	-	500
10.50.4010.00	Payroll Taxes	16,596	11,054	26,300	26,300	29,300
10.50.4020.00	Unemployment Taxes	-	-	4,000	4,000	4,000
10.50.4025.00	Workers Compensation	4,018	2,476	6,730	6,730	6,500
10.50.4030.00	Group Insurance	52,018	34,014	84,200	84,200	58,900
10.50.4035.00	Retirement Contribution	22,813	15,415	41,650	41,650	46,300
	Total Personnel Services	324,909	220,844	508,480	508,480	528,400
	New Personnel					
10.50.4001.00	Salaries	-	-	-	-	62,200
10.50.4002.00	Overtime	-	-	-	-	1,000
10.50.4010.00	Payroll Taxes	-	-	-	-	4,650
10.50.4020.00	Unemployment Taxes	-	-	-	-	600
10.50.4025.00	Workers Compensation	-	-	-	-	1,250
10.50.4030.00	Group Insurance	-	-	-	-	28,900
10.50.4035.00	Retirement Contribution	-	-	-	-	7,250
	Total New Personnel	-	-	-	-	105,850
	Contractual Services					
10.50.4120.00	Employee Education	-	-	3,000	-	-
10.50.4135.00	Other Contractual Services	99,552	1,871	3,000	2,000	3,000
10.50.4140.00	Postage	453	-	800	-	-
10.50.4145.00	Printing & Advertising	195	51	1,000	500	5,000
10.50.4150.00	Professional Services	814	224	-	250	-
10.50.4170.00	Telephone & Internet	2,439	1,148	7,200	7,200	4,200
10.50.4180.00	Travel & Training	2,434	33	9,200	2,500	9,000
	Total Contractual Services	105,886	3,326	24,200	12,450	21,200

General Fund - Planning Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.50.4310.00	Computers & Software	12,891	16,639	20,580	20,580	29,600
10.50.4400.00	Supplies - Office	13,072	700	5,000	2,000	3,000
	Total Commodities	25,963	17,339	25,580	22,580	32,600
	Other Charges					
10.50.4540.00	Insurance	2,944	3,617	2,050	3,617	3,500
10.50.4560.00	Memberships & Subscriptions	763	459	2,500	2,000	2,500
10.50.4570.00	Miscellaneous	3,000	424	3,500	2,000	2,000
	Total Other Charges	6,708	4,499	8,050	7,617	8,000
	Capital - \$5,000/item min.					
10.50.4830.00	Equipment	7,740	-	-	-	-
	Total Capital	7,740	-	-	-	-
	Total Budget Request	471,205	246,008	566,310	551,127	696,050

General Fund - Planning Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	780,994	453,922	700,000	650,000	350,000
	Total Contractual Services	780,994	453,922	700,000	650,000	350,000
	Total Budget Request	780,994	453,922	700,000	650,000	350,000

General Fund - Building Inspections Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.60.4001.00	Salaries	63,282	48,456	65,800	65,800	63,000
10.60.4010.00	Payroll Taxes	4,839	3,467	5,050	5,050	4,700
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	65	45	1,250	1,080	1,200
10.60.4030.00	Group Insurance	540	8,796	21,000	21,000	16,100
10.60.4035.00	Retirement Contribution	5,366	4,982	9,600	9,600	7,300
	Total Personnel Services	74,091	65,745	103,350	103,180	92,950
	Contractual Services					
10.60.4135.00	Other Contractual Services	199,219	150,542	300,000	300,000	300,000
10.60.4145.00	Printing & Advertising	-	-	200	-	-
10.60.4170.00	Telephone & Internet	540	309	1,700	1,700	700
10.60.4180.00	Travel & Training	-	-	1,800	1,000	1,000
	Total Contractual Services	199,759	150,850	303,700	302,700	301,700
	Commodities					
10.60.4310.00	Computers & Software	2,601	5,649	5,270	5,800	7,600
10.60.4400.00	Supplies - Office	472	125	700	250	400
10.60.4430.00	Supplies - Training	-	921	-	1,000	-
	Total Commodities	3,074	6,695	5,970	7,050	8,000
	Other Charges					
10.60.4540.00	Insurance	680	885	500	885	600
10.60.4560.00	Memberships & Subscriptions	170	-	300	-	150
	Total Other Charges	850	885	800	885	750
	Total Budget Request	277,773	224,175	413,820	413,815	403,400

General Fund - Police Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.70.4001.00	Salaries	2,559,577	1,678,736	2,798,300	2,788,300	3,280,400
10.70.4002.00	Overtime	59,112	54,877	73,000	73,000	65,000
10.70.4010.00	Payroll Taxes	194,080	127,712	214,800	204,800	256,320
10.70.4020.00	Unemployment Taxes	-	-	28,500	28,500	29,800
10.70.4025.00	Workers Compensation	82,077	47,715	160,000	142,000	152,000
10.70.4030.00	Group Insurance	379,958	235,458	472,500	472,500	488,400
10.70.4035.00	Retirement Contribution	272,304	189,845	340,800	340,800	395,300
	Total Personnel Services	3,547,108	2,334,343	4,087,900	4,049,900	4,667,220
	New Personnel					
10.70.4001.00	Salaries	-	-	-	-	65,000
10.70.4002.00	Overtime	-	-	-	-	2,000
10.70.4010.00	Payroll Taxes	-	-	-	-	5,200
10.70.4020.00	Unemployment Taxes	-	-	-	-	600
10.70.4025.00	Workers Compensation	-	-	-	-	4,000
10.70.4030.00	Group Insurance	-	-	-	-	28,900
10.70.4035.00	Retirement Contribution	-	-	-	-	8,200
	Total New Personnel	-	-	-	-	113,900
	Contractual Services					
10.70.4120.00	Employee Education	-	-	3,000	-	-
10.70.4122.00	Maintenance - Buildings	545	-	-	-	-
10.70.4125.00	Maintenance - Equipment	258	2,177	-	3,000	-
10.70.4130.00	Maintenance - Vehicles	29,588	28,479	27,000	30,000	30,000
10.70.4135.00	Other Contractual Services	105,627	177,440	191,640	190,000	167,100
10.70.4140.00	Postage	1,998	313	4,500	1,800	2,000
10.70.4145.00	Printing & Advertising	2,139	570	1,500	1,000	1,500
10.70.4150.00	Professional Services	6,921	10,379	28,500	20,000	29,000
10.70.4170.00	Telephone & Internet	37,859	29,202	45,000	39,000	44,300
10.70.4180.00	Travel & Training	17,464	17,455	42,000	25,000	32,500
	Total Contractual Services	202,399	266,014	343,140	309,800	306,400

General Fund - Police Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.70.4310.00	Computers & Software	13,310	109,553	111,170	190,000	195,750
10.70.4330.00	Fuel & Lubricants	52,259	48,874	72,000	72,000	107,600
10.70.4385.00	Supplies - General	113,168	78,187	174,300	170,000	138,300
10.70.4395.00	Supplies - Lab	10,552	6,269	6,000	6,500	7,000
10.70.4400.00	Supplies - Office	10,483	4,844	13,500	9,000	11,000
10.70.4460.00	Uniforms	10,845	6,837	29,000	20,000	20,650
	Total Commodities	210,617	254,564	405,970	467,500	480,300
	Other Charges					
10.70.4510.00	Contingencies	-	-	-	-	-
10.70.4520.00	Donations - Community Programs	5,235	1,051	4,500	4,000	4,500
10.70.4540.00	Insurance	101,831	110,815	106,100	110,815	198,000
10.70.4560.00	Memberships & Subscriptions	295	100	1,500	500	500
10.70.4570.00	Miscellaneous	7,640	-	-	-	-
	Total Other Charges	115,002	111,966	112,100	115,315	203,000
	Capital - \$5,000/item min.					
10.70.4830.00	Equipment	-	-	7,500	-	-
10.70.4860.00	Vehicles	134,348	233,047	300,000	300,000	495,000
	Total Capital	134,348	233,047	307,500	300,000	495,000
Impact						
	Contractual Services					
10.70.4135.00	Other Contractual Services	18,237	-	-	-	-
	Total Contractual Services	18,237	-	-	-	-
	Capital - \$5,000/item min.					
10.70.4860.00	Vehicles	54,940	300,000	300,000	300,000	-
10.70.4890.00	Other Improvements	22,234	88,463	450,000	450,000	4,000,000
	Total Capital	77,174	388,463	750,000	750,000	4,000,000
	Total Budget Request	4,304,884	3,588,396	6,006,610	5,992,515	10,265,820

General Fund - Engineering Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - July Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
.4001.00	Salaries	-	-	-	-	260,000
.4002.00	Overtime	-	-	-	-	1,000
.4010.00	Payroll Taxes	-	-	-	-	20,000
.4020.00	Unemployment Taxes	-	-	-	-	2,300
.4025.00	Workers Compensation	-	-	-	-	7,000
.4030.00	Group Insurance	-	-	-	-	32,900
.4035.00	Retirement Contribution	-	-	-	-	28,900
.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total Personnel Services	-	-	-	-	352,400
	New Personnel					
.4001.00	Salaries	-	-	-	-	478,005
.4010.00	Payroll Taxes	-	-	-	-	36,600
.4020.00	Unemployment Taxes	-	-	-	-	4,500
.4025.00	Workers Compensation	-	-	-	-	17,000
.4030.00	Group Insurance	-	-	-	-	144,400
.4035.00	Retirement Contribution	-	-	-	-	57,300
	Total Personnel Services	-	-	-	-	737,805
	Contractual Services					
.4130.00	Maintenance - Vehicles	-	-	-	-	4,000
.4170.00	Telephone & Internet	-	-	-	-	5,340
.4180.00	Travel & Training	-	-	-	-	10,000
	Total Contractual Services	-	-	-	-	19,340

General Fund - Engineering Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - July Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
.4310.00	Computers & Software	-	-	-	-	35,200
.4330.00	Fuel & Lubricants	-	-	-	-	5,000
.4385.00	Supplies - General	-	-	-	-	1,000
.4390.00	Supplies - Janitorial	-	-	-	-	500
.4400.00	Supplies - Office	-	-	-	-	12,000
.4410.00	Supplies - Operational	-	-	-	-	10,000
.4440.00	Supplies - Fleet	-	-	-	-	3,000
.4460.00	Uniforms	-	-	-	-	2,250
	Total Commodities	-	-	-	-	68,950
	Other Charges					
.4540.00	Insurance	-	-	-	-	8,000
.4560.00	Memberships & Subscriptions	-	-	-	-	7,000
	Total Other Charges	-	-	-	-	15,000
	Capital - \$5,000/item min.					
.4860.00	Vehicles	-	-	-	-	100,000
	Total Capital	-	-	-	-	100,000
	Total Budget Request	-	-	-	-	1,293,495

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.80.4001.00	Salaries	382,971	285,777	449,600	464,300	365,700
10.80.4002.00	Overtime	1,309	1,569	500	3,000	2,000
10.80.4010.00	Payroll Taxes	28,373	22,052	37,800	34,650	27,900
10.80.4020.00	Unemployment Taxes	-	-	4,600	3,300	3,500
10.80.4025.00	Workers Compensation	8,196	6,592	18,800	10,500	12,000
10.80.4030.00	Group Insurance	58,743	53,948	72,800	82,500	37,400
10.80.4035.00	Retirement Contribution	30,177	31,255	57,800	48,950	43,900
10.20.4045.00	Cell Phone Allowance	475	338	-	600	600
	Total Personnel Services	510,244	401,530	641,900	647,800	493,000
	New Personnel					
10.80.4001.00	Salaries	-	-	-	-	24,500
10.80.4010.00	Payroll Taxes	-	-	-	-	1,900
10.80.4020.00	Unemployment Taxes	-	-	-	-	250
10.80.4025.00	Workers Compensation	-	-	-	-	1,500
10.80.4030.00	Group Insurance	-	-	-	-	9,700
10.80.4035.00	Retirement Contribution	-	-	-	-	3,000
	Total Personnel Services	-	-	-	-	40,850
	Contractual Services					
10.80.4125.00	Maintenance - Equipment	887	4	3,000	1,000	2,000
10.80.4130.00	Maintenance - Vehicles	-	50	-	750	1,250
10.80.4135.00	Other Contractual Services	3,562	1,522	1,500	3,700	3,800
10.80.4140.00	Postage	75	50	50	100	100
10.80.4145.00	Printing & Advertising	597	-	500	500	600
10.80.4150.00	Professional Services	755	-	-	-	102,500
10.80.4160.00	Rents	563	1,140	1,000	2,800	3,000
10.80.4170.00	Telephone & Internet	13,992	14,409	6,000	20,000	20,000
10.80.4180.00	Travel & Training	1,816	3,493	5,000	5,000	15,000
	Total Contractual Services	23,183	20,668	17,050	33,850	148,250

General Fund - Public Works Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.80.4310.00	Computers & Software	23,106	23,324	38,600	38,600	45,550
10.80.4330.00	Fuel & Lubricants	1,994	4,574	5,000	6,400	10,150
10.80.4385.00	Supplies - General	14,008	7,835	5,000	8,000	15,000
10.80.4400.00	Supplies - Office	12,619	5,165	1,000	5,500	10,000
10.80.4410.00	Supplies - Operational	270	1,770	5,000	1,800	2,000
10.80.4440.00	Supplies - Fleet	-	626	-	1,500	1,500
10.80.4460.00	Uniforms	-	547	1,000	1,000	3,000
	Total Commodities	51,997	43,841	55,600	62,800	87,200
	Other Charges					
10.80.4540.00	Insurance	6,687	13,903	15,800	13,903	16,300
10.80.4560.00	Memberships & Subscriptions	195	1,934	3,000	3,000	5,000
10.80.4570.00	Miscellaneous	306	9,322	3,000	9,400	5,000
	Total Other Charges	7,189	25,159	21,800	26,303	26,300
	Capital - \$5,000/item min.					
10.80.4830.00	Equipment	-	-	25,000	-	-
	Total Capital	-	-	25,000	-	-
	Total Budget Request	592,613	491,199	761,350	770,753	795,600

General Fund - Buildings Dept.

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.82.4122.00	Maintenance - Buildings	26,671	31,865	48,000	48,000	90,000
10.82.4125.00	Maintenance - Equipment	9,555	12,085	10,500	13,000	15,000
10.82.4127.00	Maintenance - Infrastructure	7,377	13,034	9,000	14,000	4,000
10.82.4135.00	Other Contractual Services	56,903	48,063	80,000	72,000	76,000
10.82.4150.00	Professional Services	426	1,250	4,000	4,000	4,200
10.82.4160.00	Rents	-	2,137	1,500	2,200	2,400
10.82.4190.00	Utilities	106,384	75,405	80,000	113,200	124,000
	Total Contractual Services	207,316	183,839	233,000	266,400	315,600
	Commodities					
10.82.4390.00	Supplies - Janitorial	1,318	296	4,000	500	1,500
10.82.4410.00	Supplies - Operational	5,022	707	3,000	1,200	3,000
	Total Commodities	6,340	1,003	7,000	1,700	4,500
	Other Charges					
10.82.4540.00	Insurance	20,526	25,208	23,100	25,208	32,000
	Total Other Charges	20,526	25,208	23,100	25,208	32,000
	Capital - \$5,000/item min.					
10.82.4810.00	Buildings	52,298	13,830	25,000	13,830	500,000
	Total Capital	52,298	13,830	25,000	13,830	500,000
	Total Budget Request	286,480	223,880	288,100	307,138	852,100

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	350,000	---	350,000
Totals	\$0	\$0	\$0	\$0	0	\$350,000	\$0	\$350,000

Total Cash Available \$ 351,112

Ending Fund Balance \$ 1,112

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Conservation Trust Fund

Item #5.

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
	<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CONSERVATION TRUST FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00 Lottery Funds	110,880	66,424	82,000	110,000	100,000
30.01.3960.00 Interest Income	774	3,152	50	5,000	4,000
TOTAL FUND REVENUES	111,654	69,576	82,050	115,000	104,000
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					247,112
TOTAL ANTICIPATED FUNDS AVAILABLE	111,654	69,576	82,050	115,000	351,112

Conservation Trust Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure	79,593	-	-	-	350,000
	Total Capital	79,593	-	-	-	350,000
	Total Budget Request	79,593	-	-	-	350,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

ARTS & CULTURE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	-	-	-	-	-	-	-	-
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 180,434

Ending Fund Balance \$ 180,434

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

Arts And Culture Fund

Item #5.

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>ARTS & CULTURE FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
		<u>Actuals</u>	<u>Budget</u>		
32.01.3999.00 Transfer In from Library (Library Fac Fee)	-	-	-	7,596	172,838
TOTAL FUND REVENUES	-	-	-	7,596	172,838
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					7,596
TOTAL ANTICIPATED FUNDS AVAILABLE	-	-	-	7,596	180,434

Arts And Culture Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
32.90.4800.00	Art	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	762,500	646,250	140,600	72,100	1,621,450	156,000	1,935,000	-	3,712,450
Totals	\$ 762,500	\$ 646,250	\$ 140,600	\$ 72,100	\$ 1,621,450	\$ 156,000	\$ 1,935,000	\$ -	\$ 3,712,450

Total Cash Available \$ 8,106,517

Ending Fund Balance \$ 4,394,067

% of Total Budget	20.54%	17.41%	3.79%	1.94%	43.68%	4.20%	52.12%	0.00%	100.00%
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Parks And Open Space Fund

Item #5.

<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
34.01.3225.00	Fishing Licenses	380	700	500	750	500
34.01.3420.00	Grants	13,456	-	-	-	-
34.01.3470.00	Larimer County Open Space	481,882	219,355	243,650	390,000	400,000
34.01.3532.00	Park Fees - Building Permits	229,500	150,000	85,000	150,000	87,500
34.01.3550.00	Cemetery Care Fees	(700)	-	-	-	-
34.01.3567.00	Park Reservation Fees	1,970	1,970	400	2,000	1,600
34.01.3740.00	Park & OS - Impact Fees	829,975	649,518	456,980	660,000	535,850
34.01.3741.00	Park & OS - Developer Share	1,000	-	-	-	-
34.01.3940.00	Cemetery Lot Purchase	74,222	46,028	17,000	48,000	40,000
34.01.3953.00	Donation - General	925	-	-	-	-
34.01.3960.00	Interest Income	48,019	96,903	2,000	100,000	50,000
34.01.3985.00	Reimbursed Expenses	1,356	6,168	-	6,300	1,000
		<u>1,681,986</u>	<u>1,170,642</u>	<u>805,530</u>	<u>1,357,050</u>	<u>1,116,450</u>
34.01.3999.00	From Water Fund	20,000	20,000	20,000	20,000	70,000
34.01.3999.00	From Sewer Fund	20,000	20,000	20,000	20,000	60,000
34.01.3999.00	From Drainage	10,000	10,000	10,000	10,000	10,000
34.01.3999.00	From General Fund	1,112,000	-	-	-	1,000,000
Total Fund Revenues		<u>2,843,986</u>	<u>1,220,642</u>	<u>855,530</u>	<u>1,407,050</u>	<u>2,256,450</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						5,850,067
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>8,106,517</u>

Parks And Open Space Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
34.90.4001.00	Salaries	210,526	204,380	341,500	341,500	388,400
34.90.4002.00	Overtime	9,952	16,097	6,000	16,500	13,000
34.90.4010.00	Payroll Taxes	16,342	15,801	26,200	26,200	30,800
34.90.4020.00	Unemployment Taxes	-	-	6,700	3,500	4,000
34.90.4025.00	Workers Compensation	9,380	5,900	17,500	14,900	15,000
34.90.4030.00	Group Insurance	36,581	37,855	70,850	64,900	56,900
34.90.4035.00	Retirement Contribution	20,432	19,905	42,000	37,000	43,600
	Total Personnel Services	303,213	299,936	510,750	504,500	551,700
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	128,600
34.90.4002.00	Overtime	-	-	-	-	4,000
34.90.4010.00	Payroll Taxes	-	-	-	-	9,900
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,100
34.90.4025.00	Workers Compensation	-	-	-	-	3,500
34.90.4030.00	Group Insurance	-	-	-	-	48,200
34.90.4035.00	Retirement Contribution	-	-	-	-	15,500
	Total Personnel Services	-	-	-	-	210,800
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	303	5,044	8,000	6,000	12,000
34.90.4125.00	Maintenance - Equipment	12,761	20,813	60,000	40,000	38,000
34.90.4127.00	Maintenance - Infrastructure	34,279	64,937	45,000	69,000	300,000
34.90.4130.00	Maintenance - Fleet	3,512	83	15,000	6,000	10,000
34.90.4135.00	Other Contractual Services	31,407	31,252	49,500	45,000	56,250
34.90.4150.00	Professional Services	54,155	27,655	65,000	50,000	60,000
34.90.4170.00	Telephone & Internet	1,823	2,605	2,600	6,500	5,000
34.90.4180.00	Travel & Training	1,723	-	4,000	4,000	5,000
34.90.4190.00	Utilities	56,670	4,506	160,000	130,000	160,000
	Total Contractual Services	196,634	156,895	409,100	356,500	646,250

Parks And Open Space Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
34.90.4300.00	Chemicals	22,659	16,040	27,000	25,000	20,000
34.90.4310.00	Computers & Software	500	868	14,040	15,000	11,600
34.90.4330.00	Fuel & Lubricants	10,347	8,624	15,000	13,000	18,000
34.90.4385.00	Supplies - General	2,306	1,004	3,000	3,000	5,000
34.90.4410.00	Supplies - Operational	35,173	27,493	25,000	50,000	70,000
34.90.4420.00	Supplies - Safety	196	789	1,500	1,500	2,000
34.90.4430.00	Supplies - Training	248	-	1,000	1,000	4,000
34.90.4440.00	Supplies - Fleet	1,032	2,462	-	5,800	6,000
34.90.4460.00	Uniforms	3,101	1,404	2,250	2,250	4,000
	Total Commodities	75,562	58,684	88,790	116,550	140,600
	Other Charges					
34.90.4540.00	Insurance	4,180	4,332	4,300	4,332	8,100
34.90.4570.00	Miscellaneous	10,000	-	12,000	12,000	64,000
	Total Other Charges	14,180	4,332	16,300	16,332	72,100
	Capital - \$5,000/item min.					
34.90.4830.00	Equipment	-	6,198	80,000	80,000	156,000
34.90.4840.00	Infrastructure	1,416,479	-	80,000	-	-
34.90.4860.00	Vehicles	48,712	45,680	45,000	45,680	-
	Total Capital	1,465,191	51,878	205,000	125,680	156,000
Impact						
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	65,166	681,697	2,700,000	2,430,000	1,935,000
	Total Capital	65,166	681,697	2,700,000	2,430,000	1,935,000
	Total Budget Request	2,119,946	1,253,422	3,929,940	3,549,562	3,712,450

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,092,400	3,977,000	405,850	26,000	5,501,250	6,184,000	-	-	11,685,250
Totals	\$ 1,092,400	\$ 3,977,000	\$ 405,850	\$ 26,000	\$ 5,501,250	\$ 6,184,000	\$ -	\$ -	\$ 11,685,250

Total Cash Available \$ 25,043,941

Ending Fund Balance \$ 13,358,690

% of Total Budget	9.35%	34.03%	3.47%	0.22%	47.08%	52.92%	0.00%	0.00%	100.00%
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Street And Alley Fund

Item #5.

<u>STREET AND ALLEY FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
36.01.3120.00	Sales Taxes - General	2,109,331	1,063,473	1,500,000	1,900,000	2,050,000
36.01.3122.00	Use Taxes - Buildings	666,740	364,841	187,500	382,000	400,000
36.01.3124.00	Sales & Use Taxes - Vehicles	2,268,017	1,458,173	1,500,000	1,600,000	1,600,000
36.01.3140.00	Specific Ownership Taxes	536,268	303,737	380,000	420,000	425,000
36.01.3176.00	Highway Users Taxes	559,856	305,901	538,905	450,000	530,000
36.01.3265.00	Right of Way Permits	-	8,500	-	10,000	10,000
36.01.3420.00	Grants	66,666	418,834	1,175,000	1,095,000	-
36.01.3430.00	Road & Bridge - Weld	104,109	55,617	65,000	65,000	65,000
36.01.3435.00	Road & Bridge - Larimer	46,379	51,765	50,000	51,765	50,000
36.01.3580.00	Vehicle Registration Fees	66,410	36,009	65,000	65,000	65,000
36.01.3585.00	Street Maintenance Fee	2	-	-	-	-
36.01.3590.00	Trash Collection Fees	955,348	670,282	945,000	980,000	985,000
36.01.3790.00	Transportation Facility Development Fee - Impact	3,488,229	2,250,359	1,170,000	2,320,000	1,246,375
36.01.3792.00	Traffic Signal Impact Fee	2,410	-	4,000	-	-
36.01.3793.00	Traffic Signal - Dev Share	52,500	29,750	-	29,750	-
36.01.3794.00	Traffic Interchange Recovery	73,431	41,501	-	42,633	30,000
36.01.3960.00	Interest	118,087	238,486	10,200	275,000	100,000
36.01.3970.00	Miscellaneous	140	40	-	40	-
36.01.3985.00	Refund Of Expenditures	1,095	3,090	-	3,200	1,000
36.01.3995.00	Unrealized Gain On Investments	11,895	-	-	-	-
36.01.3999.00	Transfer In	-	1,450,000	1,450,000	1,450,000	-
	Subtotal	11,126,912	8,750,356	9,040,605	11,139,388	7,557,375
	Total Fund Revenues	11,126,912	8,750,356	9,040,605	11,139,388	7,557,375
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					17,486,566
	Total Anticipated Funds Available					25,043,941

Street And Alley Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
36.90.4001.00	Salaries	313,401	234,833	429,200	429,200	427,400
36.90.4002.00	Overtime	11,491	16,243	25,250	25,250	26,800
36.90.4010.00	Payroll Taxes	23,834	16,536	34,350	34,350	33,400
36.90.4020.00	Unemployment Taxes	-	-	7,650	7,650	3,600
36.90.4025.00	Workers Compensation	15,554	8,684	38,290	38,290	37,000
36.90.4030.00	Group Insurance	46,934	39,848	101,600	101,600	68,700
36.90.4035.00	Retirement Contribution	32,058	24,183	54,450	54,450	52,200
	Total Personnel Services	443,274	340,328	690,790	690,790	649,100
	New Personnel					
36.90.4001.00	Salaries	-	-	-	-	268,000
36.90.4002.00	Overtime	-	-	-	-	5,000
36.90.4010.00	Payroll Taxes	-	-	-	-	20,700
36.90.4020.00	Unemployment Taxes	-	-	-	-	2,400
36.90.4025.00	Workers Compensation	-	-	-	-	9,000
36.90.4030.00	Group Insurance	-	-	-	-	105,900
36.90.4035.00	Retirement Contribution	-	-	-	-	32,300
	Total New Personnel	-	-	-	-	443,300
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	9,506	37,687	25,000	45,000	25,000
36.90.4127.00	Maintenance - Infrastructure	3,091,448	47,040	1,350,000	1,670,000	2,503,000
36.90.4130.00	Maintenance - Fleet	22,735	23,092	10,000	43,000	40,000
36.90.4135.00	Other Contractual Services	794,868	620,808	970,000	970,000	1,006,000
36.90.4140.00	Postage	-	-	1,000	-	1,000
36.90.4145.00	Printing & Advertising	1,709	-	3,000	-	3,000
36.90.4150.00	Professional Services	23,283	8,140	50,000	15,000	20,000
36.90.4160.00	Rents	4,774	5,137	5,500	10,000	8,000
36.90.4170.00	Telephone & Internet	3,304	4,485	3,600	6,600	6,000

Street And Alley Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
36.90.4180.00	Travel & Training	3,498	11,013	7,000	13,000	15,000
36.90.4190.00	Utilities	430,683	189,508	350,000	310,000	350,000
	Total Contractual Services	4,385,807	946,911	2,775,100	3,082,600	3,977,000
	Commodities					
36.90.4300.00	Chemicals	87,438	41,669	60,000	50,000	59,000
36.90.4310.00	Computers & Software	10,829	15,291	12,100	20,000	25,100
36.90.4330.00	Fuel & Lubricants	75,662	32,374	35,000	45,000	75,000
36.90.4385.00	Supplies - General	5,648	336	10,000	4,000	10,000
36.90.4400.00	Supplies - Office	-	-	400	400	-
36.90.4410.00	Supplies - Operational	31,611	82,408	45,000	190,000	185,000
36.90.4420.00	Supplies - Safety	7,427	26,461	15,000	28,000	23,000
36.90.4430.00	Supplies - Training	-	29	500	500	4,000
36.90.4440.00	Supplies - Fleet	47,459	15,689	25,000	21,000	18,000
36.90.4460.00	Uniforms	4,083	2,904	4,000	4,000	6,750
	Total Commodities	270,156	217,161	207,000	362,900	405,850
	Other Charges					
36.90.4540.00	Insurance	6,197	6,659	19,900	6,659	13,000
36.90.4560.00	Memberships & Subscriptions	422	-	1,000	-	8,000
36.90.4570.00	Miscellaneous	247	1,321	5,000	2,500	5,000
	Total Other Charges	6,866	7,980	25,900	9,159	26,000

Street And Alley Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
36.90.4830.00	Equipment	-	97,226	170,000	170,000	229,000
36.90.4840.00	Infrastructure	3,269,266	3,086,232	7,365,000	6,755,000	5,350,000
36.90.4860.00	Vehicles	161,464	43,333	313,000	446,000	605,000
36.90.4890.00	Other Improvements	15,055	-	-	-	-
	Total Capital	3,445,786	3,226,791	7,848,000	7,371,000	6,184,000
	Total Budget Request	8,551,888	4,739,171	11,546,790	11,516,449	11,685,250

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total	
Capital Projects	-	9,500	-	-	9,500	1,279,000	-	1,288,500	
Totals	\$ -	\$ 9,500	\$ -	\$ -	\$ 9,500	\$ 1,279,000	\$ -	\$ 1,288,500	
Total Cash Available									\$ 11,102,606
Ending Fund Balance									\$ 9,814,106
% of Total Budget	0.00%	0.74%	0.00%	0.00%	0.74%	99.26%	0.00%	100.00%	

Capital Projects Fund

Item #5.

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CAPITAL PROJECT FUND REVENUES</u>						
38.01.3122.01	Use Tax Revenues - Buildings	1,334,609	1,544,193	300,000	1,562,200	800,000
38.01.3960.00	Interest	165,029	358,286	2,200	383,100	100,000
38.01.3995.00	Unrealized Gain On Investments	69,280	-	-	-	-
38.01.3999.00	Transfers To Tax Fund	-	-	(50,000)	(50,000)	(50,000)
	Subtotal	<u>1,568,918</u>	<u>1,902,479</u>	<u>252,200</u>	<u>1,895,300</u>	<u>850,000</u>
Total Fund Revenues		<u>1,568,918</u>	<u>1,902,479</u>	<u>252,200</u>	<u>1,895,300</u>	<u>850,000</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						10,252,606
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>11,102,606</u>

Capital Projects Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
38.90.4135.00	Other Contractual Services	7,800	5,100	11,500	11,500	9,500
	Total Contractual Services	7,800	5,100	11,500	11,500	9,500
	Capital - \$5,000/item min.					
38.90.4840.00	Infrastructure	5,324,980	1,724,332	2,500,000	2,500,000	1,279,000
	Total Capital	5,324,980	1,724,332	2,500,000	2,500,000	1,279,000
	Total Budget Request	5,332,780	1,729,432	2,511,500	2,511,500	1,288,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	700,000	700,000	-	-	700,000
Totals	\$ -	\$ -	\$ -	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ 700,000
Total Cash Available								\$ 741,435
Ending Fund Balance								\$ 41,435
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

Tax Allocation Fund

Item #5.

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>						
Transfers In:						
60.01.3120.00	Tax Sharing	-	-	675,000	700,000	700,000
60.01.3999.00	Transfers In	273,150	121,747	-	-	-
		<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
Total Fund Revenues		273,150	121,747	675,000	700,000	700,000
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						41,435
Total Anticipated Funds Available						<hr/>
						741,435

Tax Allocation Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
60.90.4570.00	Miscellaneous	758,068	121,747	675,000	700,000	700,000
	Total Other Charges	758,068	121,747	675,000	700,000	700,000
	Total Budget Request	758,068	121,747	675,000	700,000	700,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	844,700	1,199,000	1,202,950	1,273,000	4,519,650	33,400,000	-	37,919,650
WF C&D	464,850	205,000	492,600	1,650	1,164,100	5,877,500		7,041,600
Totals	\$ 1,309,550	\$ 1,404,000	\$ 1,695,550	\$ 1,274,650	\$ 5,683,750	\$ 39,277,500	\$ -	\$ 44,961,250

Total Cash Available \$ 141,571,020

Ending Fund Balance \$ 96,609,770

% of Total Budget	2.91%	3.12%	3.77%	2.83%	12.64%	87.36%	0.00%	100.00%
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Water Fund

Item #5.

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>WATER FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
70.01.3270.00 Watering Permit	100	150	-	150	-
70.01.3440.00 Grants	676,967	-	-	-	-
70.01.3810.00 Sales Of Potable Water	4,844,250	3,022,759	4,300,000	4,506,200	5,655,000
70.01.3815.00 Sales Of Nonpotable Water	54,335	19,650	20,000	20,000	20,000
70.01.3820.00 Water Tap Fee	3,596,898	2,090,905	1,357,605	2,130,000	1,397,933
70.01.3825.00 Raw Water Development Fee	3,428,766	1,813,171	1,147,945	1,842,376	1,100,925
70.01.3840.00 Hydrant/Bulk Water	502,616	73,533	235,000	100,000	260,000
70.01.3845.00 Water Lease	26,640	36,750	15,000	36,750	20,000
70.01.3850.00 Water Share Fees	183,065	1,647,250	15,000,000	1,647,250	1,600,000
70.01.3852.00 Water Meter Fee	246,776	158,885	86,500	161,360	91,000
70.01.3920.00 Capital/Developer Contributions	38,984,363	-	-	-	-
70.01.3960.00 Interest Income	255,364	509,233	20,000	550,000	250,000
70.01.3970.00 Miscellaneous	232,619	722,388	125,000	723,000	125,000
70.01.3980.00 Proceeds From Issuance Of Bonds	-	-	56,000,000	-	72,000,000
70.01.3985.00 Refund Of Expenditures	21,754	28,613	-	28,700	-
70.01.3995.00 Unrealized Gain On Investments	67,622	-	-	-	-
70.01.3999.01 Transfer In	-	-	-	-	50,700,000
70.01.3999.00 Transfer Out	-	(600,000)	(600,000)	(600,000)	-
Subtotal	53,122,134	9,523,288	77,707,050	11,145,786	133,219,858
Total Fund Revenues	53,122,134	9,523,288	77,707,050	11,145,786	133,219,858
Unrestricted Cash Balance Forward (Beg. Fund Bal.)					8,351,162
Less Contributed Capital					-
Total Anticipated Funds Available					<u>\$ 141,571,020</u>
Revenues Total					10,519,858

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Administrative Costs					
	Personnel Services					
70.12.4001.00	Salaries	95,790	54,098	95,800	95,800	109,900
70.12.4002.00	Overtime	559	23	500	500	500
70.12.4010.00	Payroll Taxes	6,627	3,922	7,100	7,100	8,400
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
70.12.4025.00	Workers Compensation	954	606	1,250	1,250	2,500
70.12.4030.00	Group Insurance	18,248	6,999	19,400	19,400	10,600
70.12.4035.00	Retirement Contribution	9,993	5,404	10,900	10,900	13,000
	Total Personnel Services	132,171	71,052	136,050	136,050	145,900
	Contractual Services					
70.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	70,000
70.12.4135.00	Other Contractual Services	66,274	48,541	60,900	60,900	68,400
70.12.4140.00	Postage	8	-	750	250	800
70.12.4145.00	Printing & Advertising	13,393	3,313	15,600	15,600	17,000
70.12.4150.00	Professional Services	473	-	2,000	2,000	2,000
	Total Contractual Services	100,147	71,854	99,250	98,750	158,200
	Administrative Costs Total	232,318	142,905	235,300	234,800	304,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	459,724	245,872	330,200	330,200	482,500
70.90.4002.00	Overtime	25,294	16,148	23,250	23,250	25,800
70.90.4005.00	Compensated Absences	3,425	-	4,500	4,500	8,000
70.90.4010.00	Payroll Taxes	35,228	18,595	25,800	25,800	38,900
70.90.4020.00	Unemployment Taxes	-	-	6,900	6,900	4,400
70.90.4025.00	Workers Compensation	15,839	5,784	16,700	16,700	17,000
70.90.4030.00	Group Insurance	96,851	48,158	49,900	49,900	63,600
70.90.4035.00	Retirement Contribution	43,158	26,448	38,700	38,700	58,300
70.90.4045.00	Cell Phone Allowance	-	100	-	300	300
	Total Personnel Services	679,519	361,104	495,950	496,250	698,800
	Contractual Services					
70.90.4122.00	Maintenance - Buildings	1,558	518	5,000	3,000	4,000
70.90.4125.00	Maintenance - Equipment	184,845	48,526	150,000	100,000	107,000
70.90.4127.00	Maintenance - Infrastructure	129,621	304,628	25,000	405,000	50,000
70.90.4130.00	Maintenance - Vehicles	6,823	2,237	4,000	4,000	7,500
70.90.4135.00	Other Contractual Services	301,502	59,909	224,000	104,000	156,000
70.90.4140.00	Postage	4	-	3,500	-	3,500
70.90.4145.00	Printing and Advertising	-	-	2,000	-	2,000
70.90.4150.00	Professional Services	270,786	107,928	200,000	190,000	210,000
70.90.4170.00	Telephone & Internet	13,234	4,896	11,000	8,000	15,800
70.90.4180.00	Travel & Training	5,543	3,911	5,000	5,000	7,000
70.90.4190.00	Utilities	290,656	162,152	230,000	230,000	253,000
70.90.4195.00	Water Assessments	188,394	172,488	225,000	200,000	225,000
	Total Contractual Services	1,392,966	867,193	1,084,500	1,249,000	1,040,800

Water Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Commodities</u>					
70.90.4300.00	Chemicals	989,131	365,379	1,500,000	900,000	1,100,000
70.90.4310.00	Computers & Software	6,025	3,091	17,600	17,600	31,500
70.90.4330.00	Fuel & Lubricants	6,524	8,234	9,000	9,000	9,000
70.90.4340.00	Hydrants	44,550	-	-	-	-
70.90.4380.00	Supplies - Buildings	-	-	-	-	1,000
70.90.4385.00	Supplies - General	20,332	2,528	7,000	4,000	4,000
70.90.4390.00	Supplies - Janitorial	-	13	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	20,830	16,988	25,000	22,000	21,450
70.90.4410.00	Supplies - Operational	57,257	13,925	30,000	15,000	20,000
70.90.4420.00	Supplies - Safety	3,613	464	1,500	1,500	2,250
70.90.4430.00	Supplies - Training	542	2,626	2,500	2,750	1,500
70.90.4440.00	Supplies - Fleet	7,971	2,314	2,000	4,000	7,500
70.90.4460.00	Uniforms	3,807	2,200	3,500	2,500	3,750
70.90.4480.00	Water Meters	225,621	-	-	-	-
	Total Commodities	1,386,203	417,759	1,599,100	979,350	1,202,950
	<u>Other Charges</u>					
70.90.4515.00	Depreciation	518,024	362,768	970,000	544,200	994,200
70.90.4540.00	Insurance	55,013	63,930	57,300	63,930	77,300
70.90.4560.00	Memberships& Subscriptions	787	1,521	1,350	1,600	1,500
70.90.4570.00	Miscellaneous	52,530	3,117	200,000	50,000	200,000
	Total Other Charges	626,353	431,336	1,228,650	659,730	1,273,000
	<u>Capital - \$5,000/item min.</u>					
70-90-4810-00	Buildings	-	46,065	261,280	308,280	30,000,000
70.90.4840.00	Infrastructure	-	1,446,010	33,300,000	13,650,000	1,200,000
70.90.4860.00	Vehicles	-	25,734	-	26,000	-
70.90.4880.00	Water Shares	-	685,700	350,000	690,000	400,000
70.90.4995.00	Cost of Issuance	-	-	600,000	-	1,800,000
	Total Capital	-	2,203,510	34,511,280	14,674,280	33,400,000

Water Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Water - C&D					
	Personnel Services					
70-92-4001-00	Salaries	-	117,857	311,600	311,600	272,500
70-92-4002-00	Overtime	-	10,864	10,500	14,000	16,500
70-92-4005-00	Compensated Absences	-	-	1,500	1,500	3,500
70-92-4010-00	Payroll Taxes	-	9,266	24,600	24,600	21,200
70-92-4020-00	Unemployment Taxes	-	-	3,500	3,500	2,500
70-92-4025-00	Workers Compensation	-	5,801	3,700	6,500	6,500
70-92-4030-00	Group Insurance	-	21,659	79,700	79,700	34,600
70-92-4035-00	Retirement Contribution	-	9,641	38,200	38,200	32,600
	Total Personnel Services	-	175,088	473,300	479,600	389,900
	New Personnel					
70-92-4001.00	Salaries	-	-	-	-	48,400
70-92-4002.00	Overtime	-	-	-	-	1,000
70-92-4010.00	Payroll Taxes	-	-	-	-	3,700
70-92-4020.00	Unemployment Taxes	-	-	-	-	500
70-92-4025.00	Workers Compensation	-	-	-	-	900
70-92-4030.00	Group Insurance	-	-	-	-	14,600
70-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total Personnel Services	-	-	-	-	74,950
	Contractual Services					
70-92-4125-00	Maintenance - Equipment	-	38,382	40,000	41,000	85,000
70-92-4127-00	Maintenance - Infrastructure	-	52,774	100,000	75,000	100,000
70-92-4130-00	Maintenance - Vehicles	-	329	3,000	7,000	6,000
70-92-4135-00	Other Contractual Services	-	4,134	14,000	14,000	14,000
	Total Contractual Services	-	95,618	157,000	137,000	205,000

Water Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
70-92-4170-00	Telephone & Internet	-	1,916	9,500	4,000	4,800
70-92-4180-00	Travel & Training	-	2,677	4,500	4,500	7,500
70-92-4310-00	Computers And Software	-	10,963	21,000	37,000	52,000
70-92-4330-00	Fuel And Lubricants	-	-	5,000	5,000	9,000
70-92-4340-00	Hydrants	-	18,682	50,000	50,000	50,000
70-92-4385-00	Supplies - General	-	1,968	7,000	4,000	4,000
70-92-4395-00	Supplies - Lab	-	856	5,000	5,000	2,000
70-92-4410-00	Supplies - Operational	-	13,630	30,000	30,000	30,000
70-92-4420-00	Supplies - Safety	-	4,510	6,500	6,500	3,000
70-92-4430-00	Supplies - Training	-	3,459	2,500	3,550	1,300
70-92-4440-00	Supplies - Vehicles	-	640	2,000	2,000	6,000
70-92-4460-00	Uniforms	-	1,177	2,000	2,000	3,000
70-92-4480-00	Water Meters	-	160,910	150,000	300,000	320,000
	Total Commodities	-	221,388	295,000	453,550	492,600
	Other Charges					
70-92-4560-00	Memberships & Subscriptions	-	776	1,350	1,000	1,500
70-92-4570-00	Miscellaneous	-	5,749	500	5,800	150
	Total Other Charges	-	6,525	1,850	6,800	1,650
	Capital - \$5,000/Item Min.					
70-92-4830-00	Capital - Equipment	-	5,117	6,000	5,117	65,000
70-92-4840-00	Capital - Infrastructure	13,896,309	875,604	2,500,000	1,450,000	5,700,000
70-92-4860-00	Capital - Vehicles	77,380	-	-	-	112,500
70-92-4880-00	Capital - Water Shares	45,000	-	-	-	-
	Total Capital	14,018,689	880,720	2,506,000	1,455,117	5,877,500
	Total Budget Request	18,336,048	5,803,146	42,587,930	20,825,477	44,961,250

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	847,200	1,033,050	338,750	1,202,800	3,421,800	28,585,000	2,767,650	34,774,450
SF C&D	278,850	287,650	54,050	1,490	622,040	13,137,500	-	13,759,540
Totals	\$ 1,126,050	\$ 1,320,700	\$ 392,800	\$ 1,204,290	\$ 4,043,840	\$ 41,722,500	\$ 2,767,650	\$ 48,533,990

Total Cash Available \$ 64,698,102

Ending Fund Balance \$ 16,164,112

% of Total Budget	2.32%	2.72%	0.81%	2.48%	8.33%	85.97%	5.70%	100.00%
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Sewer Fund

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>SEWER FUND REVENUES</u>		<u>Actuals</u>	<u>Jan - Aug Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
72.01.3775.00	Sewer - Regional Impact Fee	4,387,299	1,703,500	2,105,000	1,713,000	1,345,000
72.01.3870.00	Sewer Charges	3,015,211	2,232,138	3,181,500	3,348,000	3,795,000
72.01.3880.00	Sewer Tap Fees	4,093,372	1,774,245	1,113,560	1,850,000	2,793,775
72.01.3960.00	Interest	992,106	2,021,130	100,000	2,150,000	500,000
72.01.3970.00	Miscellaneous	50,470	41,785	18,900	45,000	25,000
72.01.3995.00	Unrealized Gain On Investments	45,145	-	-	-	-
72.01.3999.00	Transfers In	-	-	50,000,000	50,000,000	-
72.01.3999.00	Transfers Out	-	(600,000)	(600,000)	(600,000)	-
72-01-3985-00	Refund Of Expenditures	260,000	-	-	-	-
	Subtotal	12,843,603	7,172,798	55,918,960	58,506,000	8,458,775
	Total Fund Revenues	12,843,603	7,172,798	55,918,960	58,506,000	8,458,775
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					56,239,327
	Total Anticipated Funds Available					64,698,102

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	96,093	54,098	95,800	95,800	109,900
72.12.4002.00	Overtime	559	23	500	500	500
72.12.4010.00	Payroll Taxes	6,643	3,922	7,100	7,100	8,400
72.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
72.12.4025.00	Workers Compensation	929	606	1,250	1,250	2,500
72.12.4030.00	Group Insurance	18,247	6,998	19,400	19,400	10,600
72.12.4035.00	Retirement Contribution	9,993	5,404	10,900	10,900	13,000
	Total Personnel Services	132,464	71,051	136,050	136,050	145,900
Contractual Services						
72.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	60,000
72.12.4135.00	Other Contractual Services	46,749	38,666	55,700	60,900	68,400
72.12.4140.00	Postage	-	-	500	250	800
72.12.4145.00	Printing & Advertising	12,043	3,313	15,500	15,600	17,000
	Total Contractual Services	78,792	61,979	91,700	96,750	146,200
	Total Administrative Costs	211,255	133,030	227,750	232,800	292,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	282,324	213,919	243,000	243,000	463,200
72.90.4002.00	Overtime	15,577	13,515	23,250	23,250	24,300
72.90.4005.00	Compensated Absences	3,679	-	4,500	4,500	8,000
72.90.4010.00	Payroll Taxes	22,585	15,947	19,100	19,100	37,300
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	4,300
72.90.4025.00	Workers Compensation	8,312	4,545	21,200	21,200	21,000
72.90.4030.00	Group Insurance	57,329	42,855	48,250	48,250	84,600
72.90.4035.00	Retirement Contribution	28,565	20,635	29,900	29,900	57,400
72.90.4045.00	Cell Phone Allowance	28,565	138		200	1,200
	Total Personnel Services	446,935	311,553	394,400	394,600	701,300
Contractual Services						
72.90.4122.00	Maintenance - Buildings	5,527	1,706	7,500	7,500	4,000
72.90.4125.00	Maintenance - Equipment	79,291	69,006	90,000	90,000	47,000
72.90.4127.00	Maintenance - Infrastructure	100,253	24,106	25,000	27,500	70,000
72.90.4130.00	Maintenance - Vehicles	6,044	1,888	3,000	3,000	6,500
72.90.4135.00	Other Contractual Services	232,589	161,705	379,000	257,478	202,450
72.90.4140.00	Postage	4	-	-	-	1,000
72.90.4145.00	Printing & Advertising	-	-	500	-	1,000
72.90.4150.00	Professional Services	21,283	1,457	20,000	5,000	10,000
72.90.4160.00	Rents	827	-	5,000	3,000	5,000
72.90.4170.00	Telephone & Internet	12,807	7,631	9,700	10,000	25,400
72.90.4180.00	Travel & Training	3,265	3,500	4,500	4,500	7,000
72.90.4190.00	Utilities	354,327	231,749	315,000	370,000	507,500
	Total Contractual Services	816,216	502,748	859,200	777,978	886,850
Commodities						
72.90.4300.00	Chemicals	184,435	130,002	200,000	160,000	260,000
72.90.4310.00	Computers & Software	4,847	3,518	18,610	18,000	20,000
72.90.4330.00	Fuel & Lubricants	6,514	8,234	9,000	9,000	10,000
72.90.4380.00	Supplies - Buildings	11	-	3,500	3,500	2,500
72.90.7385.00	Supplies - General	8,790	1,884	5,000	3,000	3,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
72.90.4390.00	Supplies - Janitorial	51	171	1,500	1,200	1,500
72.90.4395.00	Supplies - Lab	5,194	2,384	12,000	6,000	8,000
72.90.4400.00	Supplies - Office	-	168	250	250	1,500
72.90.4410.00	Supplies - Operational	27,173	12,680	15,000	15,000	15,000
72.90.4420.00	Supplies - Safety	4,045	804	1,500	1,500	5,000
72.90.4430.00	Supplies - Training	111	2,389	2,500	2,500	1,500
72.90.4440.00	Supplies - Fleet	7,765	3,731	1,000	4,250	7,000
72.90.4460.00	Uniforms	1,801	685	2,000	1,285	3,750
	Total Commodities	250,735	166,650	271,860	225,485	338,750
	Other Charges					
72.90.4515.00	Depreciation	235,093	348,840	1,200,000	525,300	1,125,300
72.90.4540.00	Insurance	57,408	61,371	55,000	61,371	76,000
72.90.4560.00	Memberships & Subscriptions	400	1,492	1,350	1,500	1,500
72.90.4570.00	Miscellaneous	11,990	200	-	200	-
	Total Other Charges	304,890	411,902	1,256,350	588,371	1,202,800
	Capital - \$5,000/item min.					
72.90.4810.00	Buildings	1,467,800	5,746,326	57,300,000	21,000,000	28,500,000
72.90.4820.00	Easements	(2,275)	-	-	-	-
72.90.4830.00	Equipment	-	12,757	15,000	15,000	40,000
72.90.4840.00	Infrastructure	27,150,781	4,504,801	-	4,505,000	-
72.90.4860.00	Vehicles	71,651	-	-	-	45,000
	Total Capital	28,687,957	10,263,883	57,315,000	25,520,000	28,585,000
	Debt Service					
72.90.4900.00	Principal	-	-	808,700	810,000	855,000
72.90.4950.00	Interest	1,953,150	976,575	1,955,300	1,955,300	1,912,650
	Total Debt Service	1,953,150	976,575	2,764,000	2,765,300	2,767,650

Sewer Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Sewer - C&D						
Personnel Services						
72-92-4001-00	Salaries	-	65,263	111,400	111,400	144,700
72-92-4002-00	Overtime	-	3,891	10,500	10,500	6,500
72-92-4005-00	Compensated Absences	-	-	1,500	1,500	3,000
72-92-4010-00	Payroll Taxes	-	5,096	9,500	9,500	11,000
72-92-4020-00	Unemployment Taxes	-	-	3,500	3,500	2,100
72-92-4025-00	Workers Compensation	-	3,133	3,700	3,700	3,700
72-92-4030-00	Group Insurance	-	13,699	33,500	33,500	15,000
72-92-4035-00	Retirement Contribution	-	6,716	13,200	13,200	17,900
	Total Personnel Services	-	97,797	186,800	186,800	203,900
New Personnel						
72-92-4001.00	Salaries	-	-	-	-	48,400
72-92-4002.00	Overtime	-	-	-	-	1,000
72-92-4010.00	Payroll Taxes	-	-	-	-	3,700
72-92-4020.00	Unemployment Taxes	-	-	-	-	500
72-92-4025.00	Workers Compensation	-	-	-	-	900
72-92-4030.00	Group Insurance	-	-	-	-	14,600
72-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total New Personnel	-	-	-	-	74,950
Contractual Services						
72-92-4125-00	Maintenance - Equipment	-	957	5,000	2,000	5,000
72-92-4127-00	Maintenance - Infrastructure	-	60,067	100,000	70,000	75,000
72-92-4130-00	Maintenance - Vehicles	-	329	3,000	5,000	4,750
72-92-4135-00	Other Contractual Services	-	49,915	127,000	107,000	181,000
72-92-4140-00	Postage	-	-	250	-	-
72-92-4145-00	Printing & Advertising	-	-	500	-	-
72-92-4150-00	Professional Services	-	142	20,000	20,000	10,000
72-92-4170-00	Telephone & Internet	-	1,134	3,750	3,750	4,400
72-92-4180-00	Travel & Training	-	3,653	4,500	4,500	7,500
	Total Contractual Services	-	116,197	264,000	212,250	287,650

Sewer Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
72-92-4300-00	Chemicals	-	-	15,000	5,000	-
72-92-4310-00	Computers And Software	-	3,950	500	4,500	6,000
72-92-4330-00	Fuel & Lubricants	-	-	5,000	5,000	9,000
72-92-4385-00	Supplies - General	-	4,883	5,000	7,000	7,000
72-92-4410-00	Supplies - Operational	-	13,936	15,000	20,000	20,000
72-92-4420-00	Supplies - Safety	-	4,554	6,500	6,500	3,000
72-92-4430-00	Supplies - Training	-	2,853	2,500	3,000	1,300
72-92-4440-00	Supplies - Vehicles	-	867	2,000	2,000	4,750
72-92-4460-00	Uniforms	-	1,177	2,000	1,500	3,000
	Total Commodities	-	32,221	53,500	54,500	54,050
	Other Charges					
72-92-4560-00	Memberships & Subscriptions	-	758	1,350	1,350	1,490
72-92-4570-00	Miscellaneous	-	1,046	500	1,100	-
	Total Other Charges	-	1,804	1,850	2,450	1,490
	Capital - \$5,000/Item Min.					
72-92-4830-00	Equipment	-	5,151	6,000	5,500	25,000
72-92-4840-00	Infrastructure	-	3,858,527	21,060,000	14,000,000	13,000,000
72-92-4860-00	Vehicles	-	-	-	-	112,500
	Total Capital	-	3,863,677	21,066,000	14,005,500	13,137,500
	Total Budget Request	32,671,138	16,878,037	84,660,710	44,966,034	48,533,990

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	369,900	899,990	43,600	64,000	1,377,490	1,038,400	-	2,415,890
Totals	\$ 369,900	\$ 899,990	\$ 43,600	\$ 64,000	\$ 1,377,490	\$ 1,038,400	\$ -	\$ 2,415,890
Total Cash Available								\$ 5,229,955
Ending Fund Balance								\$ 2,814,065
% of Total Budget	15.31%	37.25%	1.80%	2.65%	57.02%	42.98%	0.00%	100.00%

Drainage Fund

Item #5.

		<u>2022Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
<u>DRAINAGE FUND REVENUES</u>						
74.01.3720.00	Drainage Impact Fee	811,250	118,602	220,000	220,000	220,000
74.01.3860.00	Drainage Charges	501,456	350,387	500,000	520,000	525,000
74.01.3960.00	Interest	33,990	68,067	1,000	70,000	40,000
74.01.3970.00	Miscellaneous	-	-	-	-	457,560
74.01.3995.00	Unrealized Gain On Investments	10,783	-	-	-	-
74.01.3999.00	Transfers	-	(250,000)	(250,000)	(250,000)	-
	Subtotal	<u>1,357,479</u>	<u>287,055</u>	<u>471,000</u>	<u>560,000</u>	<u>1,242,560</u>
	Total Fund Revenues	<u>1,357,479</u>	<u>287,055</u>	<u>471,000</u>	<u>560,000</u>	<u>1,242,560</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					3,987,395
	Total Anticipated Funds Available					<u>5,229,955</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	68,629	42,509	73,050	73,050	87,600
74.12.4002.00	Overtime	316	15	500	500	500
74.12.4010.00	Payroll Taxes	4,677	3,071	5,630	5,630	6,700
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,300
74.12.4025.00	Workers Compensation	736	506	870	870	1,000
74.12.4030.00	Group Insurance	13,270	6,143	14,020	14,020	9,400
74.12.4035.00	Retirement Contribution	7,066	4,350	7,790	7,790	10,400
	Total Personnel Services	94,694	56,595	102,910	102,910	116,900
	Contractual Services					
74.12.4110.00	Billing & Administrative	10,000	10,000	10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	24,969	15,447	26,390	26,390	26,390
74.12.4140.00	Postage	-	-	500	500	500
74.12.4145.00	Printing & Advertising	8,043	2,209	10,600	10,600	10,600
	Total Contractual Services	43,012	27,655	47,490	47,490	47,490
	Total Administrative Costs	137,706	84,250	150,400	150,400	164,390
Operational Costs						
	Personnel Services					
74.90.4001.00	Salaries	73,691	50,925	95,600	95,600	120,400
74.90.4002.00	Overtime	2,814	3,612	10,250	10,250	8,900
74.90.4005.00	Compensated Absences	2,409	-	3,000	3,000	5,000
74.90.4010.00	Payroll Taxes	5,731	3,944	7,350	7,350	9,900
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,000
74.90.4025.00	Workers Compensation	3,907	2,213	8,250	8,250	8,250
74.90.4030.00	Group Insurance	11,735	7,468	19,200	19,200	21,900
74.90.4035.00	Retirement Contribution	7,243	5,560	11,700	11,700	15,600
	Total Personnel Services	107,530	73,722	158,550	158,550	192,950

Drainage Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
74.90.4001.00	Salaries	-	-	-	-	38,900
74.90.4002.00	Overtime	-	-	-	-	2,000
74.90.4010.00	Payroll Taxes	-	-	-	-	3,000
74.90.4020.00	Unemployment Taxes	-	-	-	-	350
74.90.4025.00	Workers Compensation	-	-	-	-	2,000
74.90.4030.00	Group Insurance	-	-	-	-	9,200
74.90.4035.00	Retirement Contribution	-	-	-	-	4,600
	Total New Personnel	-	-	-	-	60,050
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	266	2,177	2,500	2,500	-
74.90.4127.00	Maintenance - Infrastructure	16,414	49,767	55,000	75,000	300,000
74.90.4130.00	Maintenance - Fleet	377	-	1,000	1,000	1,500
74.90.4135.00	Other Contractual Services	-	-	-	-	500,000
74.90.4150.00	Professional Services	25,040	1,405	25,000	25,000	47,000
74.90.4160.00	Rents	-	-	1,000	-	-
74.90.4170.00	Telephone & Internet	80	-	100	-	-
74.90.4180.00	Travel & Training	30	608	2,000	2,000	4,000
	Total Contractual Services	42,206	53,957	86,600	105,500	852,500
	<u>Commodities</u>					
74.90.4300.00	Chemicals	10,531	-	-	-	-
74.90.4310.00	Computers & Software	2,489	492	4,875	4,875	19,600
74.90.4330.00	Fuel & Lubricants	6,514	2,745	4,000	4,000	6,000
74.90.4385.00	Supplies - General	503	29	1,000	1,000	1,000
74.90.4400.00	Supplies - Office	98	-	-	-	-
74.90.4410.00	Supplies - Operational	1,077	-	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	2,500	-	5,000
74.90.4440.00	Supplies - Fleet	1,152	-	5,000	5,000	5,000
74.90.4460.00	Uniforms	1,345	-	500	500	4,000
	Total Commodities	23,708	3,266	20,875	18,375	43,600

Drainage Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
74.90.4515.00	Depreciation	9,557	27,784	225,000	45,000	53,000
74.90.4540.00	Insurance	2,583	2,156	2,000	2,156	3,000
74.90.4560.00	Memberships & Subscriptions	-	-	-	-	3,000
74.90.4570.00	Miscellaneous	-	-	-	-	5,000
	Total Other Charges	12,140	29,940	227,000	47,156	64,000
	Capital - \$5,000/item min.					
74.90.4840.00	Infrastructure	230,927	-	-	70,000	1,038,400
	Total Capital	230,927	-	-	70,000	1,038,400
	Total Budget Request	554,217	245,135	643,425	549,981	2,415,890

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available								\$ 203,258
Ending Fund Balance								\$ 203,258
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Cemetery Perpetual Fund

Item #5.

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CEMETERY PERPETUAL FUND REVENUES</u>				<u>Budget</u>		
80.01.3940.00	Cemetery Lot Purchase	12,898	8,123	12,560	12,560	12,560
80.01.3960.00	Interest Income	1,974	3,990	60	5,850	3,600
	Subtotal	<u>14,872</u>	<u>12,112</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Total Fund Revenues	<u>14,872</u>	<u>12,112</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					187,098
	Total Anticipated Funds Available					<u>203,258</u>

Cemetery Perpetual Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
80.90.4150.00	Professional Services	-	-	-	-	-
	Total Contractual Services	-	-	-	-	-
	Other Charges					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	Transfers					
80.90.4999.00	Transfers Out	-	-	-	-	-
	Total Trasfers Out	-	-	-	-	-
	Capital - \$5,000/item min.					
80.90.4840.00	Infrastructure	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available								\$ 13,573,582
Ending Fund Balance								\$ 13,573,582
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Library Fund

Item #5.

<u>LIBRARY FUND</u>		<u>2022</u> <u>Actuals</u>	<u>2023</u> <u>Jan - Aug</u> <u>Actuals</u>	<u>2023</u> <u>Adopted</u> <u>Budget</u>	<u>2023</u> <u>Estimated</u>	<u>2024</u> <u>Proposed</u>
92.01.3730.00	Library Facilities Fee	793,779	623,909	439,410	642,899	373,950
92.01.3953.00	Donation	173	2,025	3,500		
92.01.3960.00	Interest Income	116,540	183,046	75,000	140,000	140,000
92.01.3970.00	Miscellaneous	2,368	9,608	7,500		
92.01.3985.00	Weld Library Dist.	486,565	751,660	819,186		
92.01.3999.00	Transfers In - TOJ	1,202,027	616,826	1,243,246	1,245,432	2,491,362
92.01.3999.00	Transfers Out - TOJ	-	-	-	(9,495)	(186,975)
	Subtotal	2,601,453	2,187,074	2,587,842	2,028,331	3,005,312
	Total Fund Revenues	2,601,453	2,187,074	2,587,842	2,028,331	3,005,312
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					10,568,270
	Total Anticipated Funds Available					\$ 13,573,582

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
92.90.4001.00	Salaries	370,448	274,254	677,000		
92.90.4002.00	Overtime	122	420			
92.90.4010.00	Payroll Taxes	27,292	20,093			
92.90.4020.00	Unemployment Taxes	-	-			
92.90.4025.00	Workers Compensation	379	256			
92.90.4030.00	Group Insurance	866	30,047			
92.90.4035.00	Retirement Contribution	6,939	16,789			
	Total Personnel Services	406,045	341,860	677,000	-	-
	Contractual Services					
92.90.4122.00	Maintenance - Buildings	204,128	130,318	680,000		
92.90.4145.00	Printing & Advertising	20,537	6,886	32,000		
92.90.4150.00	Professional Services	-	-	10,000		
92.90.4170.00	Telephone & Internet	4,970	3,340	10,000		
92.90.4180.00	Travel & Training	1,940	724	5,000		
92.90.4190.00	Utilities	37,153	22,511	40,000		
	Total Contractual Services	268,729	163,778	777,000	-	-
	Commodities					
92.90.4310.00	Computers & Software	257	-	5,000		
92.90.4385.00	Supplies - General	5,804	2,985	75,000		
92.90.4390.00	Supplies - Janitorial	819	582	3,000		
92.90.4400.00	Supplies - Office	-	-	12,000		
92.90.4410.00	Supplies - Operational	46,660	33,065	260,000		
	Total Commodities	53,540	36,632	355,000	-	-
	Other Charges					
92.90.4540.00	Insurance	-	-	5,000		
92.90.4560.00	Memberships & Subscriptions	357	84	2,500		
92.90.4570.00	Miscellaneous	51,740	(16,891)	4,500		
	Total Other Charges	52,097	(16,807)	12,000	-	-
	Capital - \$5,000/item min.					

Library Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
92.90.4810.00	Buildings	178,337		-	-	-
	Total Capital	178,337	-	-	-	-
	Total Budget Request	958,748	525,463	1,821,000	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	503,000	-	-	503,000	-	-	503,000
Totals	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000
Total Cash Available								\$ 503,000
Ending Fund Balance								\$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

Recreation Center Fund

Item #5.

<u>RECREATION CENTER FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Aug</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
96.01.3420.00	State Grant	25,000	-	-	-	-
96.01.3999.00	Transfer In	-	77,262	77,262	377,262	503,000
	Subtotal	<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
	Total Fund Revenues	<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					-
	Total Anticipated Funds Available					<u>503,000</u>

Recreation Center Fund

Item #5.

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Aug Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
96.90.4135.00	Other Contractual Services	500,000	340,273	500,000	800,000	500,000
96.90.4140.00	Insurance	-	54,513	-	-	-
96.90.4570.00	Miscellaneous	25,000	-	-	-	3,000
		525,000	394,786	500,000	800,000	503,000
	Total Budget Request	525,000	394,786	500,000	800,000	503,000



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Resolution 2023-49 regarding Findings of Fact and Conclusions related to the Town of Johnstown Annexation

ATTACHMENTS: 1. Resolution 2023-49

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

An annexation in compliance with C.R.S 31-12-106(3) which outlines the ability of the Town owned property to be annexed into the incorporated limits of Johnstown is being submitted to Council for consideration. Resolution 2023-49, which is the Finding of Fact is submitted for your review and consideration. Among other facts, identifies the property is owned by the Town, it is contiguous to the Town as required - (it is actually an enclave surrounded completely by the Town), and is ripe for annexation. The property to be annexed is approximately 1.22 acres, located west of Colorado Boulevard and about 1/6 of a mile north of Highway 60. This resolution sets forth the findings of fact and conclusions that the area is eligible for annexation and may be annexed by ordinance.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2023-49.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

johnstown.colorado.gov

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-49**

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO ANNEXATION OF THE PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 23165 COLORADO BOULEVARD, JOHNSTOWN, COLORADO 80534, CONSISTING OF APPROXIMATELY 1.22 ACRES

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

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

WHEREAS, the Town owns the real property situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23165 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000024, consisting of approximately 1.22 acres (“Property”); and

WHEREAS, on November 6, 2023, the Town Council conducted a public hearing and, based on the evidence contained in the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Property.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Property.

FINDINGS OF FACT

1. The requirements of Section 30(1)(c) of Article II of the State Constitution and the applicable parts of C.R.S. § 31-12-104(1)(a) and C.R.S. § 31-12-105 have been met, including the following:
 - A. The Property is solely owned by the Town;
 - B. Not less than one-sixth of the perimeter of the Property is contiguous with the Town;
 - C. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality;

- D. This annexation will not result in any detachment of area from any school district;
 - E. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105; and
 - F. The entire widths of any streets to be annexed are included within the annexation.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2).
 3. The Town Council has determined that additional terms and conditions will not be imposed.

CONCLUSIONS

1. The requirements of Section 30(1)(c) of Article II of the State Constitution are satisfied.
2. The area proposed for annexation is eligible for annexation pursuant to C.R.S. § 31-12-104(1)(a).
3. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.
4. Said Property may be annexed by Ordinance pursuant to C.R.S. § 31-12-106.

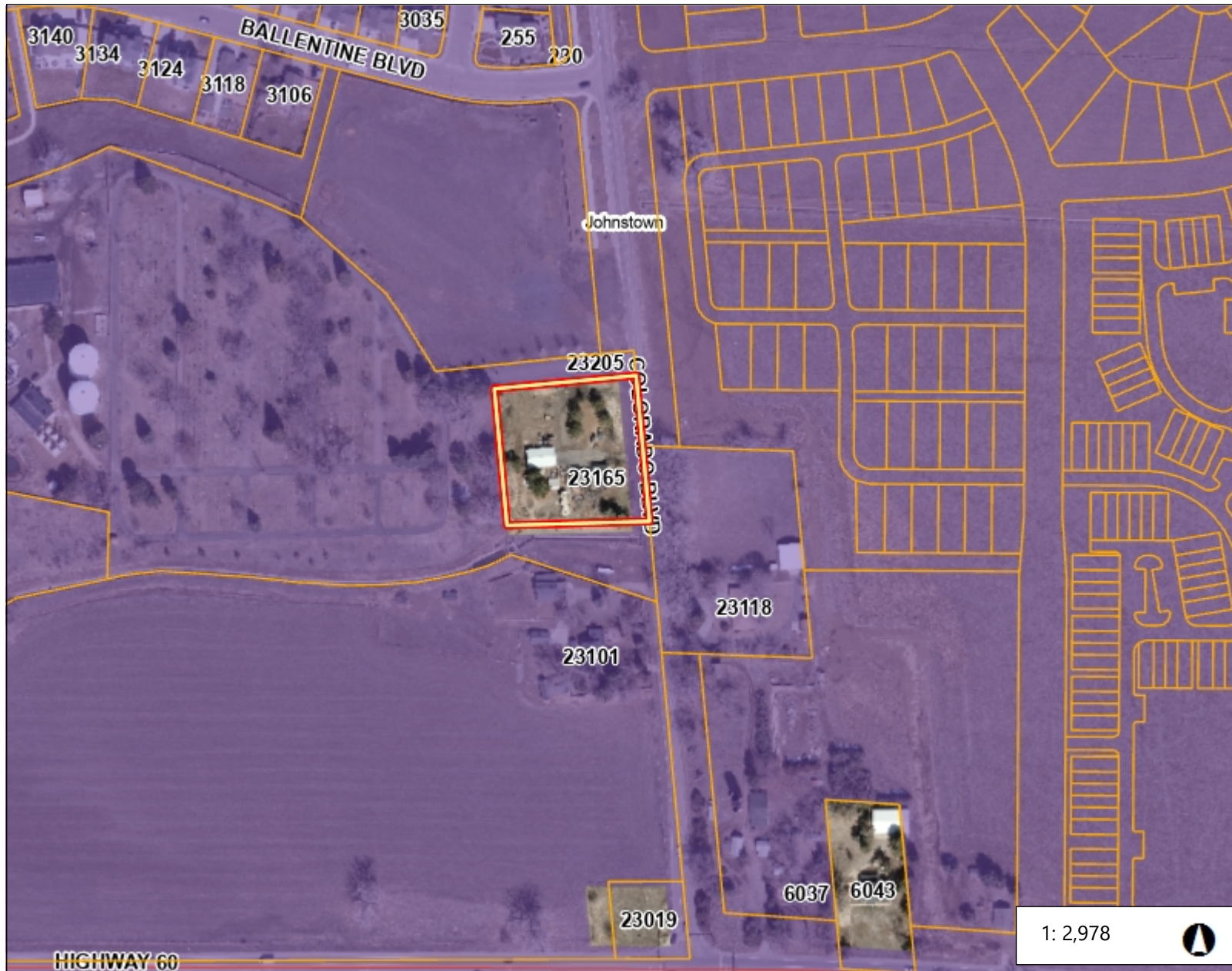
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2023.

ATTEST:




TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

-  Parcels
-  Highway
-  County Boundary

1: 2,978



496.3 0 248.15 496.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Resolution 2023-50 regarding Findings of Fact and Conclusions related to the Town of Johnstown Annexation

ATTACHMENTS: 1. Resolution 2023-50

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

An annexation in compliance with C.R.S 31-12-106(3) which outlines the ability of the Town owned property to be annexed into the incorporated limits of Johnstown is being submitted to Council for consideration. Resolution 2023-50, which is the Finding of Fact is submitted for your review and consideration. Among other facts, identifies the property is owned by the Town, it is contiguous to the Town as required - (it is actually an enclave surrounded completely by the Town), and is ripe for annexation. The property to be annexed is approximately 0.47 acres, located at the northwest corner Colorado Boulevard and Highway 60. This resolution sets forth the findings of fact and conclusions that the area is eligible for annexation and may be annexed by ordinance.

LEGAL ADVICE:

The Town Attorney provided the resolution presented for consideration.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve Resolution 2023-50.

Reviewed and Approved for Presentation,

Town Manager

The Community That Cares

johnstown.colorado.gov

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

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-50**

FINDINGS OF FACT AND CONCLUSIONS BASED THEREON WITH RESPECT TO ANNEXATION OF THE PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 23019 COLORADO BOULEVARD, JOHNSTOWN, COLORADO 80534, CONSISTING OF APPROXIMATELY .47 ACRES

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

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

WHEREAS, the Town owns the real property situated in Southeast Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23019 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000008, consisting of approximately .47 acres (“Property”); and

WHEREAS, on November 6, 2023, the Town Council conducted a public hearing and, based on the evidence contained in the official records of the Town and the evidence produced at the hearing, desires to enter the following findings of fact and conclusions with the respect to the Property.

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

The Town Council hereby sets forth its findings of fact and conclusions with respect to the Property.

FINDINGS OF FACT

1. The requirements of Section 30(1)(c) of Article II of the State Constitution and the applicable parts of C.R.S. § 31-12-104(1)(a) and C.R.S. § 31-12-105 have been met, including the following:
 - A. The Property is solely owned by the Town;
 - B. Not less than one-sixth of the perimeter of the Property is contiguous with the Town;
 - C. No land held in identical ownership has been divided into separate parts. No land with a valuation of over \$200,000 has been included without written consent. No annexation proceedings concerning this area have been commenced by any other municipality;

- D. This annexation will not result in any detachment of area from any school district;
 - E. No part of the area to be annexed extends any more than three (3) miles from the existing Town boundaries. The Town has in place a plan for that area as required by C.R.S. § 31-1-105; and
 - F. The entire widths of any streets to be annexed are included within the annexation.
2. No petition for annexation election has been submitted and an election is not required pursuant to C.R.S. § 31-12-107(2).
 3. The Town Council has determined that additional terms and conditions will not be imposed.

CONCLUSIONS

1. The requirements of Section 30(1)(c) of Article II of the State Constitution are satisfied.
2. The area proposed for annexation is eligible for annexation pursuant to C.R.S. § 31-12-104(1)(a).
3. None of the limitations of C.R.S. § 31-12-105 apply to restrict annexation.
4. Said Property may be annexed by Ordinance pursuant to C.R.S. § 31-12-106.

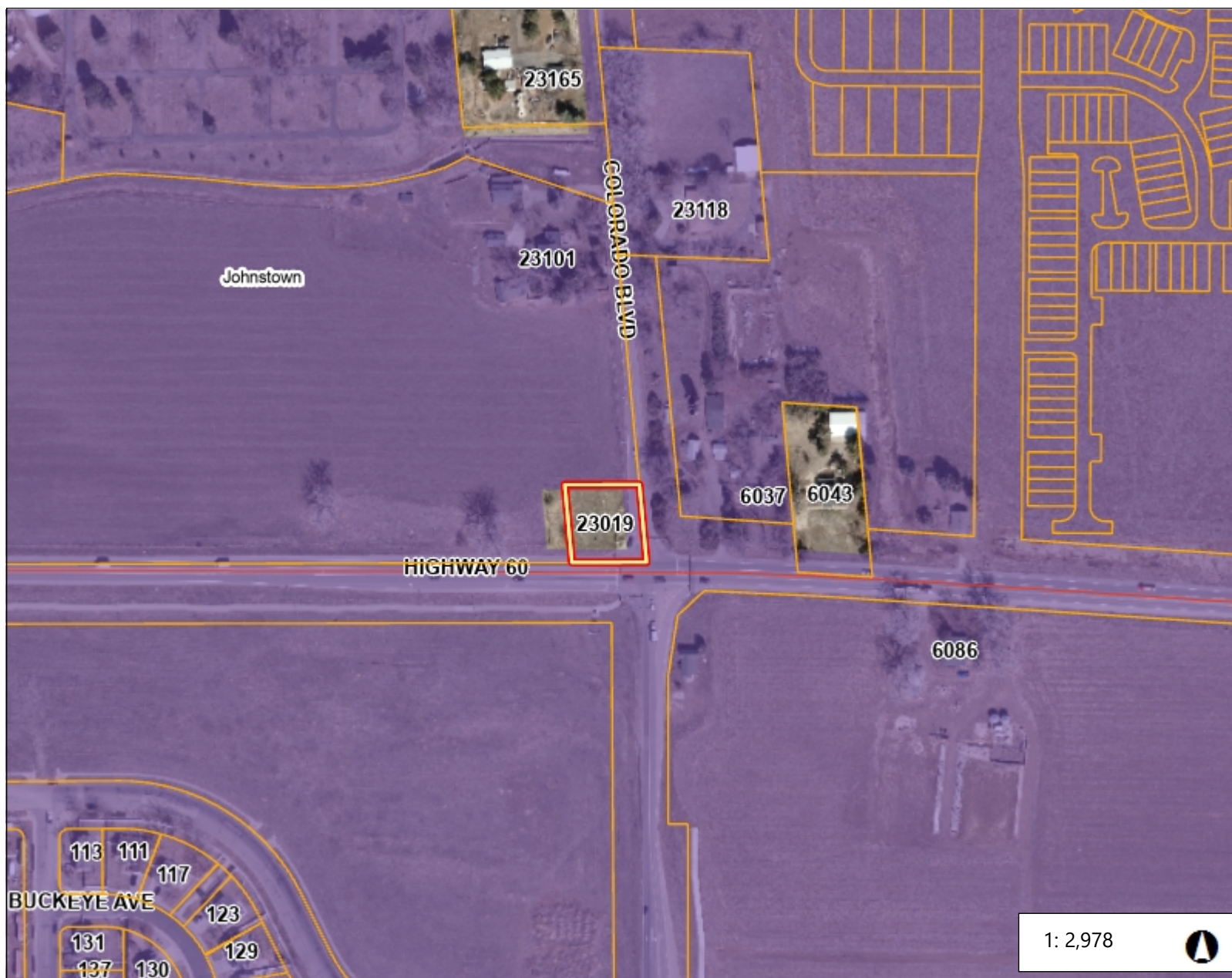
PASSED, SIGNED, APPROVED, AND ADOPTED THIS ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

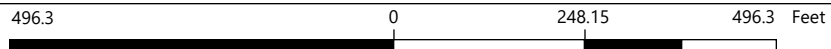
By: _____
Troy D. Mellon, Mayor



Legend

- Parcels
- Highway
- County Boundary

1: 2,978



Notes



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: TRR Community Center & Construction Time Extension Request

ACTION PROPOSED: Consider Time Extension Request

ATTACHMENTS: 1. Letters (2) from Oakwood Homes Development

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

The Town entered into a Subdivision Development Agreement (DA) with Clayton Properties Group II, LLC (Oakwood Homes) for Filing No. 12 in September 2021 and Filing No. 15 in April 18, 2022. The DA's included obligations for completion the Community Center on the east side of the subdivision and various road construction projects as detailed below.

Community Center Construction

The Community Center construction is to be completed not later than the issuance of 500 certificates of occupancy by the Town beyond those certificates of occupancy issued for Thompson River Ranch Filing Nos. 1, 3 and 4, or by June 30, 2023, whichever is earlier. Extensions related to this facility have been provided by the Town Council up to September 30, 2023. Currently the facility is near completion. In order to complete the construction of the pool and clubhouse, they are awaiting reinforcement of the gas line to the facility by Xcel Energy. The agreement does not stipulate any consequences for not completing the project by the aforementioned deadline. The applicant has requested approval of an extension to December 31, 2023 to complete the construction project in total. Staff is supportive of this request since the elements preventing completion are outside of the control of the applicant and are related to the efforts of a utility provider.

Paving of High Plains Boulevard (HPB)

Oakwood is also requesting an extension associated with the paving of High Plains Boulevard from the Big Thompson River to 20C as per the Development Agreement for Filing 15. The current expectation for completion was July 31, 2023. The extension request is due to other

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construction work underway on LCR 18 and where the Frontage Road and Ronald Reagan Boulevard intersect. These two construction projects make it difficult already to navigate the general area and the Town has prohibited the construction of the Oakwood project to proceed based on the compounding issue this will have on residents and visitors. Oakwood is requesting an extension to pave this road section until August 31, 2024. Staff is supportive of this extension. I have additionally communicated to Staff that no other construction projects are to be authorized that will prevent this project from being the singular priority in the area and no other roadwork or utility work that would prevent this project from being completed is permitted without my authorization.

Freedom Parkway & High Plains Blvd. Intersection Interim Improvements

Oakwood is also requesting an extension to the intersection improvements at Freedom Parkway (LCR 18) and High Plains Blvd. included in the B-3 of Filing 15 and due for completion by December 31, 2023. These improvements are tied to the development of Filing 15 which the site of this property has not started construction. The request is to provide an extension until September 30, 2024. Given that these improvements are tied to Filing 15 and no certificates of occupancy are expected until 2025, Staff recommends extending the deadline to December 31, 2024.

LEGAL ADVICE:

Not Applicable

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Authorize the extension of time as described below:

- *Community Center Construction* – December 31, 2023
- *Paving of High Plains Boulevard (HPB)* – August 31, 2024
- *Freedom Parkway & High Plains Blvd. Intersection Interim Improvements* – December 31, 2024

Reviewed and Approved for Presentation,



Town Manager

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OAKWOOD
HOMES

A Berkshire Hathaway Company

Chris Carlton
Clayton Properties Group II, Inc.
4908 Tower Road
Denver, CO 80249

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

October 4, 2023

Dear Mr. LeCerf,

I am reaching out to formally notify the Town of Johnstown that Oakwood Homes will not be completing **High Plains Boulevard - Paving Completion, per Exhibit B-3 Item 3 of the Thompson River Ranch Filing No. 12 Subdivision Development and Improvement Agreement** by July 31, 2023 as granted by the previous extension request on October 17, 2022.

Oakwood was denied the ability to proceed with improvements by the Town of Johnstown, due to the work on the 1-25 Frontage Rd and the road closure of CR 18. The closure of CR 18 is ongoing and with winter approaching we do not want to risk starting the pavement improvements and not being able to finish due to winter temperatures. Since work is currently not allowed on CR3 we are requesting that the paving improvements be extended to August 31, 2024.

In addition to not being able to complete High Plains Boulevard Paving, the **High Plains Boulevard – Freedom Parkway (Larimer County Road 18) Interim Intersection Improvements per Exhibit B-3 Item 5 of the Thompson River Ranch Filing No. 15 Subdivision Development and Improvement Agreement** will not be completed by December 31, 2023. Development of Filing 15 has been delayed until the summer of 2024 with no home closings until 2025. With the delay in development and home closings we have additional time to work with the Town to determine the final improvements to CR 18. Therefore, we request the intersection improvements be extended to a September 30, 2024 deadline.

Regards,

Chris Carlton



OAKWOOD
HOMES

A Berkshire Hathaway Company

Matt LeCerf
Town of Johnstown
450 S Parish Ave. PO Box 609
Johnstown, CO 80534

September 21, 2023

Dear Mr. LeCerf,

Pursuant to the Subdivision Development and Improvement Agreement for The Town of Johnstown Thompson River Ranch Filing No. 15, Exhibit B-3 – Additional Terms, Conditions or Provisions, we are requesting a time extension to complete the community building and swimming pool.

The community building and swimming pool were to be completed by June 30, 2023, or by the issuance of the 500th certificate of occupancy issued by the Town excluding Filings 1, 3 and 4. An extension was granted in May 2023 that required the facility to be completed by September 30, 2023. We are diligently working to complete the community building and swimming pool, but there are elements of the facility that will not be completed by the end of September. This delay has been caused by the required reinforcement of the natural gas service currently under construction by Xcel Energy. The natural gas service is needed to allow critical systems in the community building and pool to function. Therefore, we would like to ask for an extension to December 31, 2023.

Thank you for your consideration to this request.

Sincerely,

Greg Saia
Director of Entitlements and Acquisitions



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Compensation Study Final Adoption

ATTACHMENTS: 1. Johnstown Compensation Study Final Report 9.25.23

PRESENTED BY: Laura Stephens, HR Director

AGENDA ITEM DESCRIPTION:

Staff is requesting final approval of the 2024 General Government Pay Structure and 2024 Police Step Plan as proposed in the attached Johnstown Compensation Study Final Report.

The purpose of conducting a compensation study is to gather statistically valid data from a defined market to provide a framework for setting internal rates that are sufficient to attract and retain employees.

The Town worked with an external consultant on this study for the purpose of obtaining an independent review and additional market insight. Several vendors were evaluated, and Laurie Graves of Graves Consulting was selected for her extensive knowledge of the Northern Colorado area. She came recommended from a significant number of Northern Colorado municipalities that use her services on a regular basis to research market data and recommend compensation guidelines for their organizations.

Based on feedback provided by Council, the compensation study examined data from twenty-seven public entities in the Northern Colorado area. Positions were then placed in grades based on the guidance from Council to target market rates. This means that positions were placed in a grade where the midpoint was at or near the market average for that position.

The attached final report shows all grades in the new 2024 General Government Pay Structure and 2024 Police Step Plan. This grade structure was created to provide a consistent and structured framework for compensation. Not all grades contain positions in 2024.

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Approving the 2024 General Government Pay Structure and 2024 Police Step Plan would authorize Staff to move all positions to at least the new minimum pay of their respective pay grade in 2024. Additional movement may be made within the grade based on experience and performance. All pay increases are included in the 2024 budget recommendations and are contingent upon fund allocation by Council.

The Town Council publically reviewed the compensation study at a work session on July 31, 2023; no public comments or concerns were forthcoming.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Approve the 2024 General Government Pay Structure and 2024 Police Step Plan as proposed in the attached Johnstown Compensation Study Final Report.

Reviewed and Approved for Presentation,



Town Manager

September 25, 2023

Laura Stephens
HR Director
Town of Johnstown, CO
450 S Parrish Ave
Johnstown, CO 80534

Dear Laura,

Thank you for the opportunity to work with the Town on a Compensation Study. The Study included a thorough review of the current pay structure and all positions within the Town, defining the market, and benchmarking all full and part-time positions using current market data.

The result is a comprehensive redesign of the pay structure and classification listing as well as recommendations for implementation and ongoing maintenance that we believe will serve the Town well for years to come.

In summary, the Town's pay structure needed a structural redesign and to be re-aligned to market rates, however, we believe good internal processes for pay administration and maintenance exist. We were easily provided with all requested information in an organized fashion, provided all analysis that we needed and provided help in facilitating discussions as necessary to complete this Study. We believe the Town has the infrastructure and systems that will allow for a smooth implementation of our recommendations and ongoing maintenance of the pay structure and systems.

This report covers our full scope of work and includes an overview of our process and methodology, as well as our findings and recommendations.

Sincerely,

Laurie Graves

Laurie Graves
President and Principal Consultant
Graves Consulting, LLC

Background

The Town contacted Graves Consulting earlier this year to request a proposal for a Compensation study. We responded and were ultimately awarded the project. Work began in April of this year.

Scope of Work

The Compensation Study included a comprehensive review of the Town’s current pay structure, a review of all job descriptions for current full time and part time positions (including some newly created positions), creation of a market definition for the Town and data analyzing from multiple sources. After months of collaborative effort between Graves Consulting staff and members of the Town’s leadership team, we have created the findings and recommendations outlined below.

Market

A foundational element for this project was the definition of an appropriate external market with which the Town would compare itself. The intent was to create a market broad enough to provide statistically valid data and matches for the Town’s positions. The Town had previously been using the Denver/Boulder and Northern Colorado communities, as outlined in the Employers Council survey data. We agree that this is an appropriate market definition, however, Council chose to narrow the comparators to the following subset of that group:

Johnstown Defined Market for 2024		
Adams County	Foothills P&R	Loveland
Boulder	Fort Collins	Milliken
Brighton	Frederick	South Suburban P&R
Broomfield	Greeley	Superior
Commerce City	Hyland Hills P&R	Thornton
Erie	Jefferson County	Weld County
Evans	Lafayette	Wellington
Firestone	Lakewood	Westminster
	Larimer County	Windsor
	Longmont	

**Private sector data for the same regions was also included for applicable positions*

Data Sources

Our primary data sources for this project were the Employers Council and Colorado Municipal League compensation surveys, as the Town has access through their memberships. The information was aged forward to account for market movement from the time the data was collected until the beginning of 2024 when these recommendations are set to be implemented.

Job Matching

Job matching is the other foundational element of a comprehensive Compensation study, in addition to Market Definition. Ensuring that we understand the Town’s positions well enough to choose accurate benchmarks is critical. Graves Consulting collected information on the Town’s positions through Job Description review and meetings with HR.

In comparing jobs, we match as many Town positions to the data sources listed above as possible. Between all the survey sources, we were able to match 78 of the Town’s 81 current and proposed positions. The remaining positions were “slotted” based on internal equity. We believe this provides a very solid foundation for this Compensation study.

For available matches, we extract actual wages being paid for that job in the Town’s defined market. For some positions, the survey pay ranges are reviewed as well.

We use standard “best practices” when matching jobs and extracting data from pay surveys. For example:

- It is common to blend job matches when a Town position matches with more than one survey job. We may combine survey positions to reflect the most accurate job match(es) available.
- We review the survey data sample size and do not include some matches with a limited sample size of data or where we believe an anomaly exists.
- We adjust some job matches as appropriate. For example, we may believe that a Town position is a good match with a job, but we know that the Town’s position has higher requirements or licensures than the survey job. We may add a percentage to the survey result to reflect the complexity of the Town’s position. We also trend a result downward if we feel the Town’s position is at a slightly lower level than the survey position.

Pay Structures and Classification – Current State and Recommended

General Government Pay Structure

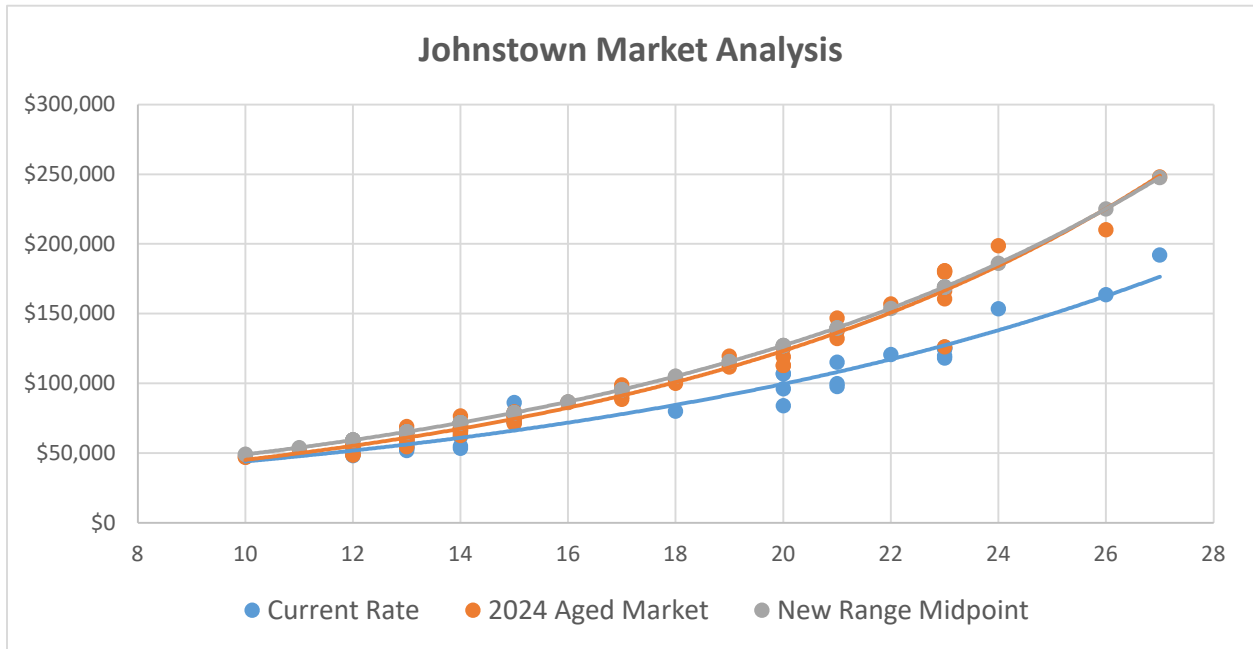
Currently, the Town has one open range pay structure for all general government positions. The current structure has 13 pay grades and ranges that vary from 35% to 50% wide. The grades are not uniformly distanced from each other with midpoint distances ranging from 4% to 23% apart.

Graves Consulting is proposing a revised pay structure for all General Government positions that is still open range. The proposed structure has 18 pay grades and ranges that are all 10% apart at the midpoint. Those ranges have similar widths to the current structure, varying from 35% wide at the bottom of the scale to 45% wide at the top. We believe this structure will allow the Town the flexibility to adjust maintain alignment to market for all positions over time.

Below is our proposed pay structure:

Johnstown - Proposed 2024 Gen Gov't Pay Structure								
Grade	Annualized			Hourly			Design	
	Min	Mid	Max	Min	Mid	Max	Width	Distance
10	\$41,702	\$49,000	\$56,298	\$20.05	\$23.56	\$27.07	35%	
11	\$45,872	\$53,900	\$61,928	\$22.05	\$25.91	\$29.77	35%	10%
12	\$49,408	\$59,290	\$69,172	\$23.75	\$28.50	\$33.26	40%	10%
13	\$54,349	\$65,219	\$76,089	\$26.13	\$31.36	\$36.58	40%	10%
14	\$59,784	\$71,741	\$83,698	\$28.74	\$34.49	\$40.24	40%	10%
15	\$65,762	\$78,915	\$92,067	\$31.62	\$37.94	\$44.26	40%	10%
16	\$72,339	\$86,806	\$101,274	\$34.78	\$41.73	\$48.69	40%	10%
17	\$79,573	\$95,487	\$111,402	\$38.26	\$45.91	\$53.56	40%	10%
18	\$87,530	\$105,036	\$122,542	\$42.08	\$50.50	\$58.91	40%	10%
19	\$96,283	\$115,539	\$134,796	\$46.29	\$55.55	\$64.81	40%	10%
20	\$103,750	\$127,093	\$150,437	\$49.88	\$61.10	\$72.33	45%	10%
21	\$114,125	\$139,803	\$165,481	\$54.87	\$67.21	\$79.56	45%	10%
22	\$125,537	\$153,783	\$182,029	\$60.35	\$73.93	\$87.51	45%	10%
23	\$138,091	\$169,161	\$200,232	\$66.39	\$81.33	\$96.27	45%	10%
24	\$151,900	\$186,077	\$220,255	\$73.03	\$89.46	\$105.89	45%	10%
25	\$167,090	\$204,685	\$242,280	\$80.33	\$98.41	\$116.48	45%	10%
26	\$183,799	\$225,154	\$266,508	\$88.36	\$108.25	\$128.13	45%	10%
27	\$202,179	\$247,669	\$293,159	\$97.20	\$119.07	\$140.94	45%	10%

The following chart shows that with the proposed pay ranges, the Town’s Range Midpoints are well aligned to the 2024 Aged Market data. This was our goal. This chart further shows that the current Employee pay rates are almost all below market averages which may be appropriate for newer employees but indicates that many are below where their experience and tenure would suggest they should be.



Sworn Non-Exempt Police Step Plan

Currently, the Town has a separate pay structure for Sworn Non-Exempt Police positions, as is customary. The structure includes Officer, Detective and Sergeant.

Graves Consulting is recommending that these positions stay on a separate step plan pay structure, however we are recommending fewer steps for Officer and Detective. The current step plan has 7 steps, and we are recommending 6 as this is the average number of Officer steps in the Denver/Boulder area. The Sergeant step range would remain at 5.

This has been a rapidly moving labor market, so the rates needed a considerable increase to be aligned to market. The Town chose to be relatively aggressive with the starting rate for Officers, to ensure the ability to compete with larger surrounding communities. Top end Officer rates are well aligned to market. The following shows our proposed structure for these positions:

Town of Johnstown						
Proposed Step Plan for Sworn, Non-Exempt Police -						
Position						
Police Cadet Rate (Non-Sworn)	\$63,232 30.40					
Police Officer	Entry \$79,040 38.00	Step 1 \$82,992 39.90	Step 2 \$87,142 41.90	Step 3 \$91,499 43.99	Step 4 \$96,074 46.19	Step 5 \$100,877 48.50
Police Sergeant	Entry \$105,921 50.92	Step 1 \$111,217 53.47	Step 2 \$116,778 56.14	Step 3 \$122,617 58.95	Step 4 \$128,748 61.90	
Detective	Entry \$80,038 38.48	Step 1 \$83,990 40.38	Step 2 \$88,140 42.38	Step 3 \$92,497 44.47	Step 4 \$97,072 46.67	Step 5 \$101,876 48.98
Detective Sergeant	Entry \$106,920 51.40	Step 1 \$112,216 53.95	Step 2 \$117,776 56.62	Step 3 \$123,615 59.43	Step 4 \$129,746 62.38	

Implementation and Financial Impact for Base Pay Adjustments

Graves Consulting recommends implementing the proposed pay structures and ensuring that not only are rates at or above the range maximums, but that employees with more experience are placed appropriately in their pay ranges. This is an important part of implementation to both relieve and prevent pay compression.

Twenty-Two of the Town’s positions have incumbents below the minimum of their new pay range. Further, the majority of the Town’s positions have incumbents below where they should be in their range, based on experience and tenure. Those adjustments are driving the majority of the financial impact.

Ongoing Maintenance and Movement Through Pay Ranges

We recommend the Town have a set process for the ongoing maintenance of these pay structures and for determining pay increases for employees.

There are normally two ways an employee can receive an increase. First, is when an employee receives a pay increase that moves them further up in their pay range. These increases are normally based on either annual across the board increase percentages or vary based on performance. Second, is when the pay structure is increased to keep pace with market. If the ranges increase, many organizations keep employees in the same relative position in the pay grade which results in a pay increase. We recommend that both range adjustments and pay increases occur annually.

Timing for each type of increase is also something to consider. Would the Town prefer to make both increases at once, on a common date, separate the timing but do each on a set date, or make market adjustments on a common date and movement through range increases on anniversary dates? There is not a right or wrong way, just budgeting and administrative issues to consider.

Graves Consulting does not have an opinion or recommendation on timing of the increases. We see this as entirely a matter of preference for the Town. However, we do recommend that a process be developed regarding timing and expectation of annual increases that can be shared with all employees.

We would recommend adjusting the overall pay structure by a set percentage annually to stay current to market. Additionally, we would recommend that this percentage be based on a combination of what others in the Town's defined market are doing and what the Town can afford. We believe this information could be easily obtained through the projections that Employers Council provides each year.

As an example, if others on average say their pay structures are increasing by 2% and pay is increasing by 4%. Assuming this is within budget, the Town would increase all pay structures by 2% and keep employees in the same relative position in their pay grade. Then the Town would increase all employees who are not at range max by an additional 2%. This would keep the Town's pay structure current and keep employees moving up in their pay ranges, albeit rather slowly. We believe it's administratively easier to do this at the same time so that the Town only has to administer pay increases once per year, but that's an internal decision.

Graves Consulting believes that the Town can internally manage the ongoing maintenance of the pay structures based on our guidance above. We would recommend an external assessment every two to three years to ensure alignment to market for all positions. This will ensure that the pay structure increases that have been made are keeping the Town tied to its defined market and would also assist in identifying positions that have moved more than others and may need to be upgraded.

Summary

We believe the Town's pay structure has been appropriate in the past but some structural changes as well as more alignment to market will allow the Town to be both more flexible and competitive now and in the future.

The changes to the structure that we are recommending are primarily for the purpose of addressing the concerns that were mentioned at the start of this project. Specifically, ensuring competitiveness to market, addressing internal equity, and providing flexibility and a method for ongoing maintenance of the structures for the Town. Additionally, we believe our recommendations will allow the Town to have an objective and transparent structure and process for pay that is more easily communicated to employees.

All results and recommendations are based on compiled market data; however, Town leadership should review and adjust for specific circumstances that we may not be aware of.

We are available to discuss this report in further detail with you or any other members of the leadership team or Town Council, as is appropriate.



Town of Johnstown

Item #10.

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: First Amendment to the Subdivision Development and Improvement Agreement, East Ledge Rock Center, Filing No. 3

ATTACHMENTS:

1. First Amendment to the Subdivision Development and Improvement Agreement, East Ledge Rock Center, Filing No. 3
2. Exhibit of Final Development Plan for East Ledge Rock, Filing No. 3

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is the First Amendment to the Subdivision Development and Improvement Agreement (SDIA) for East Ledge Rock Center, Filing No. 3. For reference, the initial SDIA was approved by Council on February 6, 2023, and subsequently recorded. The SDIA was specific to East Ledge Rock Center, Filing No. 3 as indicated in the attached Development Plan.

The Developer has requested that Exhibit B-3 of the SDIA for East Ledge Rock Center, Filing No. 3 be amended. The current language states that prior to Notice of Construction Acceptance, the Developer is obligated to pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Tank (Water Tank Payment).

The Developer has requested the language be amended to state the Water Tank Payment be due and owing to the Town prior the issuance of each of the single-family building permits.

LEGAL ADVICE:

The Town Attorney has drafted the First Amendment to the Subdivision Development and Improvement Agreement for East Ledge Rock Center, Filing No. 3

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

N/A

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

Reviewed and Approved for Presentation,



Town Manager

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

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

RECITALS

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

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

WHEREAS, **Exhibit B-3** provides, in part, that, prior to Notice of Construction Acceptance, Developer is obligated to pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank (“Water Tank Payment”); and

WHEREAS, the Developer requests that the Water Tank Payment be due and owing to the Town prior the issuance of building permits rather than prior to receipt of Notice of Construction Acceptance; and

WHEREAS, the Town desires to accommodate the Developer’s request; and

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

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

AGREEMENT

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

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Exhibit B-3. **Exhibit B-3**, in the form attached to the Agreement, is hereby withdrawn and replaced in full with the form of **Exhibit B-3**, attached hereto and incorporated herein by reference.
3. Recording. This First Amendment shall be recorded in the Office of the Weld County Clerk and Recorder.
4. Effect of Amendment. Except as expressly provided in this First Amendment, the Agreement has not been amended, supplemented or altered in any way by this First Amendment and the Agreement shall remain in full force and effect in accordance with its terms. If there is any inconsistency between the terms of the Agreement and the terms of this First Amendment, the provisions of this First Amendment will govern and control.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 9 day of October, 2023.

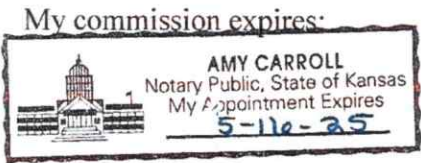
LEDGE ROCK CENTER, LLC

By: *Michel Schlup*
Name: Michel Schlup
Title: Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 9 day of October, 2023, by Michel Schlup, as the managing member of Ledge Rock Center, LLC.

WITNESS my hand and official seal.



Amy Carroll
Notary Public

TOWN OF JOHNSTOWN, COLORADO
a municipal corporation

By: _____
Troy D. Mellon, Mayor

ATTEST:

By: _____
Hannah Hill, Town Clerk

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. Prior to or at the time of the issuance of each building permit for the Development or any portion thereof, Developer or the applicant, as the case may be, shall pay to the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank in the amount of \$970.00 per building permit.

2. Developer shall not be entitled to obtain Notice of Construction Acceptance of the Public Improvements for this Development until such time as the Town provides Notice of Construction Acceptance of the Public Improvements for the East Ledge Rock Center Filing No. 2, the commercial portion of the Ledge Rock Center development, including, but not limited to, the extension of the sanitary sewer line to the Development, the expansion of Colorado State Highway 60 and the completion of the intersections at Colorado State Highway 60 and High Plains Boulevard and Payton Drive.

4883358 Pages: 29 of 53
 02/24/2023 11:44 AM R Fee:\$273.00
 Carly Koppen, Clerk and Recorder, Weld County, CO



**EAST LEDGE ROCK CENTER SUBDIVISION FILING NO. 3
 FINAL DEVELOPMENT PLAN**
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 11,
 TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO

TERRA FORMA SOLUTIONS

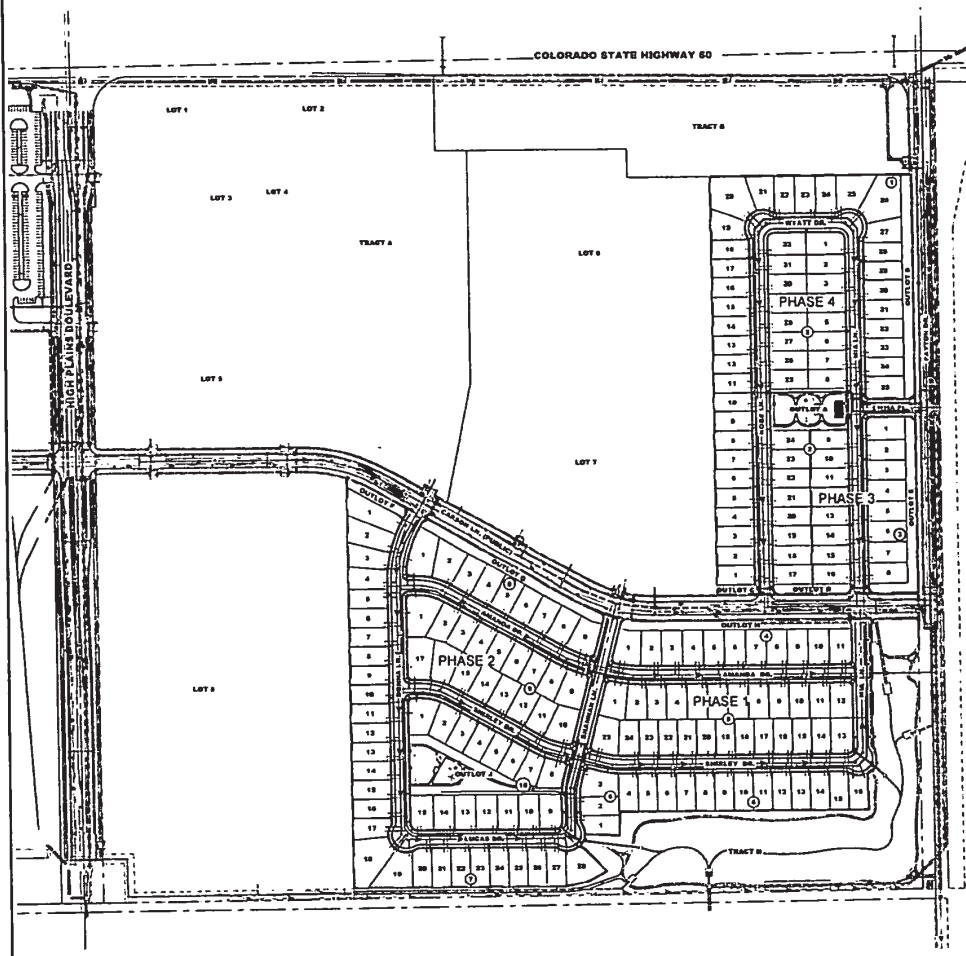
REV. NO.	DESCRIPTION	DATE	BY	CHKD.
1	ISSUED FOR FINAL CONSENT			

**LEDGE ROCK CENTER RESIDENTIAL
 PHASING PLAN**

TERRA FORMA SOLUTIONS
 JOHNSTOWN, CO

APPLICANT	PROJECT
DATE	DATE
SCALE	SCALE

PH1



LEGEND & PHASING SCHEDULE

PHASE LINE ———

LOTS NUMBER ①

BLOCK NUMBER ②

PHASE 1 CONSISTS OF THE CONSTRUCTION OF MANNA DRIVE, WA LANE, SHIRLEY DRIVE, AND DANAHAM LANE WHICH WILL PROVIDE PHASE 1 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE BLOCK 1 LOTS 1-10, BLOCK 2 LOTS 11-20, AND BLOCK 3 LOTS 21-30. THE WATER SYSTEM WILL MAKE TWO CONNECTIONS TO THE EXISTING WATER IN CARSON LN WHILE THE SANITARY WILL BE CONNECTED TO THE EXISTING MANHOLE IN PATTON DR. STORM SEWER WILL TIE INTO AN EXISTING STUB COMING OFF OF CARSON LN AND WILL PROVIDE CONNECTIONS FOR PLOTS TO THE POND. WITH THE PROPOSED IMPROVEMENTS PHASE 1 CAN SERVE THE PREVIOUSLY STATED LOTS WHILE ALSO BUILDING THE BACKSIDE INFRASTRUCTURE FOR PHASE 2-4.

PHASE 2 CONSISTS OF THE CONSTRUCTION OF DONNA LANE, LUCAS DRIVE, MANNA DRIVE, AND SHIRLEY DRIVE WHICH WILL PROVIDE PHASE 2 WITH FOUR POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE BLOCK 7 LOTS 1-20, BLOCK 8 LOTS 21-40, BLOCK 9 LOTS 41-60, AND BLOCK 10 LOTS 61-80. THE WATER SYSTEM WILL MAKE ONE CONNECTION TO THE EXISTING WATER IN CARSON LN AND WILL CONNECT TO THE STUB PROVIDED BY PHASE 1. SIMILARLY, THE SANITARY SEWER WILL CONNECT TO STUBS PROVIDED BY PHASE 1. RAINOFF WILL BE CONVEYED VIA CURB AND GUTTER TO INLETS AND STORM SEWER ALREADY CONSTRUCTED IN PHASE 1.

PHASE 3 CONSISTS OF THE CONSTRUCTION OF EMMA PLACE AND A PORTION OF WA LANE WHICH WILL PROVIDE PHASE 3 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE BLOCK 3 LOTS 1-4 AND BLOCK 2 LOTS 5-8. THE WATER SYSTEM WILL MAKE ONE CONNECTION TO PATTON DR AND ONE CONNECTION TO CARSON LN TO ACHEIVE LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO THE EXISTING MANHOLE IN CARSON LN AND WILL PROVIDE STUBS FOR PHASE 2. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

PHASE 4 CONSISTS OF THE CONSTRUCTION OF ADEE LANE, WYATT DRIVE AND THE REMAINING PORTION OF WA LANE TO PROVIDE PHASE 4 WITH TWO POINTS OF ACCESS. ALSO CONSTRUCTED WILL BE THE LOOPED WATER SYSTEM, SANITARY SEWER, AND STORM SEWER INFRASTRUCTURE NEEDED TO SERVE BLOCK 1 LOTS 1-30, BLOCK 2 LOTS 31-60, AND BLOCK 3 LOTS 61-90. THE WATER SYSTEM WILL MAKE ONE CONNECTION TO THE EXISTING MANHOLE IN CARSON LN AND ONE CONNECTION TO A STUB PROVIDED IN PHASE 3 TO COMPLETE A LOOPED SYSTEM. THE SANITARY SEWER WILL CONNECT TO AN EXISTING STUB PROVIDED IN PHASE 3 AND THE MANHOLE IN CARSON LN. THE STORM SEWER WILL TIE INTO A STUB FROM CARSON LN THAT WILL TRANSPORT DRAINAGE SOUTH TO THE POND.

CONSTRUCTION PHASING WILL BE DETERMINED BY CONSTRUCTION TRIMMING AND DEPENDING LARGELY ON ECONOMIC CONDITIONS DURING THE SALES OF HOMES. THE PHASING SCHEDULE DESCRIBED IN THE PHASING AND HERE IS A GENERAL OVERVIEW.





Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Commercial Irrigation, with Ledge Rock Center Commercial Metropolitan District

ATTACHMENTS: 1. Water Service Agreement

PRESENTED BY: Lilly Cory, Planner I

ITEM DESCRIPTION:

The Developer, Ledge Rock Center, LLC, has received approvals for the Ledge Rock Center Outline Development Plan, and is in either development review or construction phase for several associated components of the project, which include approximately 850,000 SF of commercial uses at build out. For consideration is a Water Service Agreement between the Town and the Ledge Rock Center Commercial Metropolitan District for the common landscaping areas owned by the District.

Due to the status of this commercial/retail project as an economic development project for Johnstown, the Developer is requesting that the Town accept cash-in-lieu for the in-building water needs associated with Phase I of the project and create a Ledge Rock Center Irrigation Water Bank, setting aside up to 7.5 shares (60.0 annual AF) from the Town’s water portfolio surplus to be available for purchase. The purchase price for the water will be determined by the Town Manager at the time of sale based on current fair market value. The irrigation water for landscaped areas will be accommodated under this agreement with the Ledge Rock Center Commercial Metropolitan District, who will own the common areas and maintain the landscaping.

This Agreement will terminate as of December 31, 2025, unless extended prior to that date, and if any water still remaining is available for use. If the Agreement expires, the Town will retain the water for use at its discretion.

LEGAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE :

N/A

RECOMMENDED ACTION: Approve the Water Service Agreement for Ledge Rock Center Commercial Irrigation, with Ledge Rock Center Commercial Metropolitan District

Reviewed and Approved for Presentation,



Town Manager

**WATER SERVICE AGREEMENT
(Ledge Rock Center Commercial Irrigation)**

THIS WATER SERVICE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation, (“Town”), collectively sometimes referred to as “the Parties.”

RECITALS:

WHEREAS, the District and Ledge Rock Center, LLC, a Kansas limited liability company (“Developer”), are collectively the owners of land located in Northeast One-Quarter of Section 11, Township 4 North, Range 68 West of the Sixth Principal Meridian, County of Weld, State of Colorado, described more particularly on Exhibit A, attached hereto and incorporated herein by this reference (“Property”); and

WHEREAS, the Property is being developed as a destination retail shopping center containing approximately 385,000 square feet of new commercial and retail uses, to be known as Ledge Rock Center Commercial Phase I (“Project”); and

WHEREAS, the Developer owns the commercial pads and is developing the buildings associated with the Project that will be located on Property; and

WHEREAS, the District owns and will maintain the common areas located on the Property; and

WHEREAS, the District will also maintain the landscape areas associated with the street rights of way of Colorado Highway 60, High Plains Boulevard, Carson Drive, and Payton Drive; and

WHEREAS, to facilitate the development of the Project, the District has requested that the Town grant it the right to use water from the Town’s share of water supplies at the fair market value to serve the irrigation needs of the Project; and

WHEREAS, the Town has an available supply of water to serve the irrigation needs of the Project; and

WHEREAS, the Town obtained an analysis from Economic & Planning Systems, Inc., a California corporation, projecting that the Project will provide substantial economic benefits to the Town, including but not limited to, increased sales tax revenues and new employment opportunities; and

WHEREAS, Colorado municipalities are entitled to encourage new and expanded commercial and retail development through inducements and incentives; and

WHEREAS, based on the anticipated economic benefits, the additional employment opportunities and the extraordinary opportunity presented by the location of the Project in the Town, subject to the terms of this Agreement, the Town Council desires to accommodate the District’s request to pay cash-in-lieu of the required water dedication and finds that this Agreement is in the best interests of the citizens of the Town; and

WHEREAS, on or about October 3, 2022, the Developer and the Town entered into that certain Water and Sewer Service Agreement (Ledge Rock Center Commercial Phase I), recorded in the office of the Weld County Clerk & Recorder at Reception No. 4859264, related to the in-building water needs associated with the Project; and

WHEREAS, the Parties anticipate that, when the Developer submits a development plan for each phase of the Project, the District will submit a water demand analysis to the Town related to the irrigation water needs of such phase of the Project; and

WHEREAS, the District and the Town desire to set forth their agreement concerning the use of the Town’s water for the irrigation water needs of the Property and associated rights-of-way and a commitment by the Town for water service.

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

1. **Recitals.** The Recitals are incorporated into the Agreement as if fully set forth herein.

2. **Creation of a Water Bank.** To facilitate the development of the Project, the Town agrees to allow the District to use up to seven and one-half (7.5) shares of the Consolidated Home Supply Ditch and Reservoir Company (up to 60 acre-feet per year) from the shares owned by the Town for the irrigation water needs of the Project, pursuant to the terms of this Agreement. The water may not be used for any other purpose. Upon the execution of this Agreement, the water shares shall be set aside and placed into a water bank, to be known as the Ledge Rock Center Commercial Irrigation Water Bank. The Town’s Water Engineer shall manage the Ledge Rock Center Commercial Irrigation Water Bank and maintain an accurate accounting of the water that is used and the water that is still available for use by the District.

The Ledge Rock Center Commercial Irrigation Water Bank will terminate on December 31, 2025. Water that has not been allocated to the use of the District pursuant to the terms of this Agreement by December 31, 2025, shall revert back to the Town, be available for any and all uses deemed appropriate by the Town and not be available for any use by the District absent a written amendment to this Agreement signed by the Parties.

Notwithstanding anything contained herein, the District shall not be obligated to purchase the right to use water from the Ledge Rock Center Commercial Irrigation Water Bank.

3. ***Water Demand and Approval of Water Use.*** When the District submits a development plan for a phase of the Project, the District shall submit a preliminary water demand analysis to the Town related to the irrigation water needs of such phase. The preliminary analysis shall provide an estimated average annual water demand for the irrigation needs of such phase of the Project. Upon approval of the preliminary analysis by the Town, the Town agrees to provide the District with written authorization to use water from the Ledge Rock Center Commercial Irrigation Water Bank, containing the applicable fees for such use, on the form attached as Exhibit B (“Water Use Authorization”). Each Water Use Authorization that is executed by the Town Manager shall be incorporated herein and become a part of this Agreement as if fully set forth herein.

4. ***Price for Use of Water.*** The District agrees to pay the fair market value for the use of the water as determined by the Town Manager. The District understands and agrees that the fair market value fluctuates and shall be established by the Town, at its sole discretion, when the District submits and the Town approves a preliminary water demand analysis for any portion of the Property.

5. ***Future review of water usage and dedication requirements.*** In accordance with the Johnstown Municipal Code, the Town reserves the right to review actual water usage within the Property, or any portion thereof, at any point in time after water usage has been established to confirm the adequacy of the water demand projections contained in the preliminary analyses. If the Town determines that the preliminary analyses, or any of them, underestimated the actual water demand for the irrigation water needs, the District shall be required to pay for the use of additional water from the Ledge Rock Center Commercial Irrigation Water Bank, if the Ledge Rock Center Commercial Irrigation Water Bank has not terminated and water is still available, or dedicate additional water to the Town.

6. ***Payment of Water Court Transfer Fees.*** Upon approval of a Water Use Authorization, the District shall pay to the Town the water court transfer fees required by the Johnstown Municipal Code. The Water Use Authorization shall contain the water court transfer fee. If the actual water demand increases, additional water court transfer fees shall be required.

7. ***Commitment to Provide Water.*** Subject to the District’s performance of all the covenants contained herein, the issuance of a Water Use Authorization, payment of all required fees and issuance of a certificate of occupancy, the Town commits to provide to the Property, or any portion thereof, the committed water supply.

8. ***Notice:*** All notices, consents, applications or other instruments provided for under this Agreement shall be deemed properly given and received: (1) when personally delivered and received, sent by messenger service, or forwarded by electronic mail delivery, but only upon

confirmation of receipt of such electronic mail; (2) on the next day after deposit for delivery with a nationally-recognized overnight courier service; or (3) three business days after deposit in the United States mail, by certified mail with return receipt requested. Such notices or communications will be given to the Parties at their addresses set forth below:

If to the Town:

Matt LeCerf, Town Manager
Town of Johnstown
450 South Parish Avenue
P.O. Box 609
Johnstown, CO 80534
mlecerf@johnstownco.gov

With a copy to:

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

and

Peter J. Ampe
Hill & Robbins, P.C.
1660 Lincoln St., Suite 2720
Denver, CO 80264
peterampe@hillandrobbs.com

If to the District:

Ledge Rock Center, LLC
c/o Michael Schlup
13725 Metcalf Ave. #337
Overland Park, KS 66223
mikeschlup@corbinpark.com

With a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd Place
Spring Hill, KS 66083
allen.schlup@adschluplaw.com

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

9. **Default.** In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town’s ordinances.

10. **Successors and Assigns.** The benefits of this Agreement and the burdens hereunder shall inure to and be binding upon the successors and assigns of the District to the extent the successors and assigns occupy the Property.

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

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

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

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

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

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

17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

18. **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.

19. **Findings.** The Town hereby finds and determines that execution of this Agreement is in the best interests of the public health, safety and general welfare of the citizens of the Town and the provisions of this Agreement are consistent with the laws, regulations and policies of the Town.

[The remainder of the page intentionally left blank.]

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

LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado

By: [Signature]
Name: Amy Carroll
Its: President
Date: 9-22-23

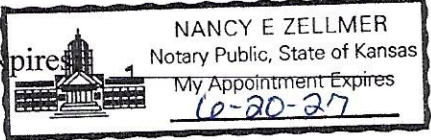
Attest:

[Signature]
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

The foregoing instrument was acknowledged before me this 20th day of September, 2023, by Amy Carroll and John Schlup, as President and Secretary of Ledge Rock Center Commercial Metropolitan District, a quasi-municipal corporation of the State of Colorado.

Witness my hand and official seal.

My commission expires  My Appointment Expires 10-20-27

[Signature]
Notary Public

ATTEST:

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

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

**EXHIBIT A
PROPERTY**

LEDGE ROCK CENTER COMMERCIAL PHASE 1

RETAIL EAST (40.78 AC.) – Exhibit A-1 Plat

Tract B and Lots 1, 2, 3, 4, and 5 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, containing approximately 40.78 acres.

-and-

RETAIL WEST (7.83 AC.) – Exhibit A-2 Plat

Lots 2, 3, 4, and 5 of the West Ledge Rock Center Filing No. 1 Subdivision (Rec. 4838311), situate in the NE 1/4 of Section 11, Township 4 North, Range 68 West, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, containing approximately 7.83 acres.

EXHIBIT B

**Ledge Rock Center Phase I Commercial Irrigation
WATER USE AUTHORIZATION
NO. ____**

THIS WATER USE AUTHORIZATION supplements and is incorporated into the WATER SERVICE AGREEMENT (“WSA”) made and entered into on _____, 20__, by and between LEDGE ROCK CENTER COMMERCIAL METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state of Colorado (“District”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand. In compliance with the Johnstown Municipal Code, the District submitted a preliminary water demand analysis to the Town for the irrigation water needs of ___ (legal description and address)_____ (“Subject Property”). The preliminary analysis sets forth an estimated average annual water demand of _____ acre feet per year for irrigation of the Subject Property (___ SFE). Based on the approval of the Town’s water engineer, the preliminary analysis is hereby accepted by the Town as follows:

Development	Demand (AF/YR)	Consumption (AF/YR)
Irrigation		

The foregoing water demand will be satisfied by the use of ___ acre-feet of the Consolidated Home Supply Ditch and Reservoir Company from the Ledge Rock Center Commercial Irrigation Water Bank. Pursuant to Paragraph 5 of the WSA and the Johnstown Municipal Code, the water demand set forth herein is subject to subsequent adjustment based on the actual water usage.

2. Price for Use of Water. Pursuant to Paragraph 4 of the WSA, the price for the use of the ___ acre feet per year is ___ Dollars (\$____.00).

3. Water Court Transfer Fee. Pursuant to Paragraph 6 of the WSA and the Johnstown Municipal Code, the water court transfer fee for the Subject Property is ___ Dollars (\$____.00).

4. Surplus Credit. The Ledge Rock Center Commercial Irrigation Water Bank contains the following surplus water credit:

Water Use Credit:	_____ acre-feet
LESS Estimated demand:	_____ acre-feet
Net current surplus credit:	_____ acre-feet

Dated: _____, 20__.

By: _____
Matthew LeCerf, Town Manager

Accepted by Ledge Rock Center Commercial District
By: _____
_____, President



Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Water & Sewer Service Agreement – Ledge Rock Center Multifamily North Amendment 1, with Ledge Rock Center, LLC

ATTACHMENTS:

1. Water & Sewer Service Agreement – Ledge Rock Center Multifamily North Amendment 1
2. Water & Sewer Service Agreement – Ledge Rock Center Multifamily North

PRESENTED BY: Lilly Cory, Planner I

ITEM DESCRIPTION:

The Developer, Ledge Rock Center, LLC, has received approval for the Ledge Rock Center - Multifamily North development, which is comprised of two phases. Phases I & II of the project, collectively include six (6) multi-family buildings, containing a total of 504 residential units, a clubhouse, and xeric and irrigated landscape areas. For consideration is a First Amendment to the Water and Sewer Service Agreement (WSSA) between the Town and the Developer for the addition of a pool in Phase I of the project which consists of 1.59 acre-feet additional raw water dedication.

The First Amendment WSSA presented has been amended to allow the developer to dedicate additional water that is required with the addition of a pool:

- Phase I project original water demand of 78.13 AF
- Phase I amendment water demand of 1.59 AF
- Total amended water demand 79.92 AF

The Developer has previously dedicated 219 AF of water shares to the Town, held in the “Ledge Rock Center Water Bank.” A portion of this water bank has been allocated to various projects including commercial and single-family development projects. The dedication of this additional 1.59 acre-feet of water will leave a balance of the Ledge Rock Water Bank of 9.32 acre-feet. Water Court Transfer fees will be collected with the execution of the amended WSSA for Phase I.

The Community That Cares

johnstown.colorado.gov

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

Other such fees have been collected with the execution of Phase I & Phase II, with the inclusion of the cash-in-lieu fees for the West Johnstown Water Tank. In the absence of a development agreement for this project, which typically accompanies larger subdivision projects, this agreement also accounts for the total proportional share of the overall Multifamily North development.

LEGAL ADVICE:

The agreement was prepared by the Town Attorney.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Approve the Water & Sewer Service Agreement for Ledge Rock Center Multifamily North Phases I Amendment 1, with Ledge Rock Center, LLC.

Reviewed and Approved for Presentation,



Town Manager

**FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II)**

THIS FIRST AMENDMENT TO WATER AND SEWER SERVICE AGREEMENT (“First Amendment”) is made and entered into this ___ day of _____ 2023, by and between **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipality (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

RECITALS

WHEREAS, on or about February 22, 2023, the Parties entered into that certain Water and Sewer Service Agreement (Ledge Rock Center Multi-Family North Phase I & II) (“Agreement”); and

WHEREAS, the Agreement provides that, within ten days of the execution of the Agreement, Developer shall pay the Town cash-in-lieu for a proportional share of the planned West Johnstown Water Tank in the amount of Three Hundred Three Thousand, Six Hundred Ten Dollars (\$303,610.00) (“Water Tank Fee”); and

WHEREAS, the Developer requests that the Town accept the Water Tank Fee in two equal installments, one upon execution of the Agreement and one prior to the issuance of building permits for Phase II of the Development; and

WHEREAS, the Town desires to approve the Developer’s request; and

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

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

AGREEMENT

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

1. Recitals. The Recitals set forth above are incorporated herein by reference.
2. Amendment. Paragraph 7 of the Agreement is hereby deleted in its entirety and in its place inserted the following:

7. West Johnstown Water Tank. The Developer agrees to pay the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of \$970.00 per SFE, multiplied by the Development’s total demand of 313 SFEs, for a total of payment of Three Hundred Three Thousand, Six

Hundred Ten Dollars (\$303,610.00) (“Water Tank Fee”). On or before May 16, 2023, Developer shall pay fifty percent (50%) of the Water Tank Fee in the amount of One Hundred Fifty-One Thousand Eight Hundred Five Dollars (\$151,805.00). Prior to the release of building permits for Phase II of the Development, Developer shall pay the remaining fifty percent (50%) of the Water Tank Fee in the amount of One Hundred Fifty-One Thousand Eight Hundred Five Dollars (\$151,805.00).

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the set forth above.

LEDGE ROCK CENTER, LLC, a Kansas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF KANSAS)
) ss.
COUNTY OF _____)

The foregoing First Amendment to Water and Sewer Service Agreement (Ledge Rock Center Multi-Family North Phase I & II) was acknowledged before me this ____ day of _____, 2023, by _____, as _____ of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

THE TOWN OF JOHNSTOWN,
a home-rule municipality of the
State of Colorado

Date: _____

By: _____
Troy Mellon, Mayor

ATTEST:

Hannah Hill, Town Clerk

WATER AND SEWER SERVICE AGREEMENT
(LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II)

THIS WATER AND SEWER SERVICE AGREEMENT (“Agreement”) is made and entered into this 22 day of February 2023, by and between **LEDGE ROCK CENTER, LLC**, a Kansas limited liability company (“Developer”), and **THE TOWN OF JOHNSTOWN**, a Colorado municipal corporation (“Town”), collectively sometimes referred to as the “Parties” and singularly as “Party.”

WITNESSETH:

WHEREAS, Developer owns an interest in land known as Lots 6 and 7 of East Ledge Rock Center Subdivision Filing No. 2, located in the Northeast Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 68 West of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado, more fully described on **Exhibit A** attached hereto and incorporated herein by reference (“Subject Property”); and

WHEREAS, Developer is developing the Subject Property as the “Ledge Rock Center Multifamily North” development, consisting of 504 single family attached units and an 8,660 ft² clubhouse with 8.16 acres of xeric and 0.47 acres of spray-irrigated landscape (“Development”); and

WHEREAS, Developer desires to construct the Development in two construction phases, Phase I of the Development and Phase II of the Development, and dedicate the required water prior to commencing construction of each phase; and

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

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

1. Water and Sewer Demand Studies. In compliance with the Town Water Rights Dedication Ordinance (“Ordinance”), Developer submitted to the Town a preliminary water and sewer demand analysis for the Subject Property dated December 15, 2022. Said analysis is on file with the Town and, as modified by the Town’s Water Engineer by memoranda dated December 20, 2022, is hereby accepted by the Town. The analysis provides that the projected water and sewer demand for the Subject Property is as follows:

PHASE I Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units + clubhouse)	74.05	3.70
Landscape irrigation	4.08	3.47
Total	78.13	7.17

PHASE II Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units)	73.08	3.65
Landscape irrigation	5.25	4.46
Total	78.33	8.11

2. Water Rights Dedication and Credits. Developer dedicated twenty-six (26) shares of the Consolidated Home Supply Ditch & Reservoir Company (“Home Supply”) to the Town totaling 200 acre-feet, consisting of the following: 14 shares, represented by Certificate No. 7113 (112 acre-feet of raw water credit); 1 share, represented by Certificate No. 7114 (8 acre-feet of raw water credit); 5 shares, represented by Certificate No. 7115 (40 acre-feet of raw water credit based on a recorded dry-up covenant); 5 shares, represented by Certificate No. 7145 (32 acre-feet of raw water credit); and 1 share, represented by Certificate No. 7148 (8 acre-feet of raw water credit). Developer has also dedicated 1/3 share of Big Thompson Ditch and Manufacturing (“Big Thompson”) to the Town totaling 19 acre-feet. The Home Supply and Big Thompson water are collectively referred to herein as the “Water Shares.”

a. The dedication credit from the Water Shares totaled 219.00 acre-feet and was deposited into the Ledge Rock Center Water Bank (a water bank created by the Town’s Water Engineer to maintain an accounting of Developer’s raw water credits).

b. Developer allocated a portion of the raw water credit in the Ledge Rock Center Water Bank for other uses but retains a surplus dedication credit with the Town sufficient to supply the raw water demands of Phase I of the Development. Developer hereby desires to allocate, and the Town accepts such allocation of, raw water credit in the amount of 78.13 acre-feet for Phase I of the Development.

c. Prior to the release of building permits for Phase II of the Development, to satisfy the raw water demands of Phase II, Developer shall: (i) allocate raw water from the Ledge Rock Center Water Bank, if sufficient credit is available; (ii) dedicate additional raw water to the Town; or (iii) if acceptable to the Town, pay cash-in-lieu of water dedication at the rate set by the Town, at its discretion. Said allocation, dedication or payment shall be acceptable to the Town Manager and evidenced by execution of the Phase II Raw Water Authorization attached hereto and incorporated herein by reference as **Exhibit B**, which shall also include the required water court transfer fee for Phase II of the Development.

3. Surplus dedication credit. Subsequent to allocation of raw water credit from the Ledge Rock Center Water Bank for the Phase I of the Development, Developer shall have a surplus raw water credit with the Town. The raw water credit is calculated as follows:

Credit Balance:	112.81 acre-feet
Less estimated PHASE I demand:	<u>78.13 acre-feet</u>
Net surplus credit:	34.68 acre-feet

4. **Commitment to serve.** Subject to Developer’s performance of all the covenants contained herein and payment of all required fees, the Town commits to provide to the Subject Property up to 147.13 acre-feet per year of water supply for residential in-building use together with the corresponding sewer service and 9.33acre-feet per year for irrigation, as described above.

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

6. **Payment of Water Court Transfer Fee.** Upon execution of this Agreement, Developer shall pay to the Town the water court transfer fee in amount of **Forty Thousand Two Hundred Dollars (\$40,200.00)** for the dedication of 78.13 acre-feet per year of estimated water demand and estimated consumptive use of 7.17 acre-feet per year, equivalent to 156 single family equivalent (“SFE”), for Phase I of the Development. The water court transfer fee for Phase II of the Development shall be set forth on, and payable at the time of execution of, the Phase II Raw Water Authorization.

7. **West Johnstown Water Tank.** Within ten (10) days of the execution of this Agreement, the Developer agrees to pay the Town a cash-in-lieu amount for a proportional share of the planned West Johnstown Water Tank at a calculated pro rata cost of \$970.00 per SFE, multiplied by the Development’s total demand of 313 SFEs, for a total of payment of Three Hundred Three Thousand, Six Hundred Ten Dollars (\$303,610.00).

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

TO DEVELOPER:

Ledge Rock Center, LLC
Attn: Michael Schlup
6909 W 135th Street Suite B13
Overland Park, KS 66223
mikeschlup@corbinpark.com

with a copy to:

Allen D. Schlup, Esq.
A.D. Schlup Law, LLC
10950 W. 192nd PL

TO TOWN:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
MLeCerf@JohnstownCO.gov

with a copy to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, #330

Spring Hill, KS 66083
allen.schlup@adschluplaw.com

Loveland, CO 80538
avi@rocklinlaw.com

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

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

9. Default. In the event of default by either Party hereunder, the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

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

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

12. Attorney's fees and costs. If any judicial proceedings may hereafter be brought to enforce any of the provisions hereof, including an action for specific performance and/or damages, the Town, if the prevailing party, shall be entitled to recover the costs of such proceedings, including reasonable attorney's fees and reasonable expert witness fees.

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

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

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

16. Choice of laws and venue. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado. Venue for any legal action shall be in the County of Weld, State of Colorado.

17. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement.

18. 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.

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

(Signature pages to follow)

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

LEDGE ROCK CENTER, LLC

By: *Michel Schlup*
Name: Michel Schlup
Title: President

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

SUBSCRIBED AND SWORN to before me this 1 day of February, 2023 by Michel Schlup as the president of Ledge Rock Center, LLC, a Kansas limited liability company.

Witness my hand and official seal.
Amy Carroll
Notary Public
137 NW 1501 Rd Urich, MO 64788
Address
913-633-3826
Telephone

My Commission Expires: 

TOWN OF JOHNSTOWN, COLORADO,
a Colorado municipality

By: *Gary Lebsack*
Gary Lebsack, Mayor

ATTEST:

By: *Hannah Hill*
Hannah Hill, Town Clerk

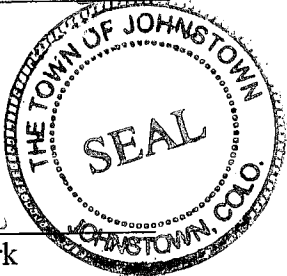


EXHIBIT A

PROPERTY DESCRIPTION

Lots 6 and 7 of the East Ledge Rock Center Filing No. 2 Subdivision (Rec. 4853717), situate in the NE 1/4 of Section 11, T4N, R68W, of the 6th P.M., Town of Johnstown, County of Weld, State of Colorado.

EXHIBIT B
Phase II Raw Water Authorization

THIS PHASE II RAW WATER AUTHORIZATION supplements and is incorporated into the WATER AND SEWER SERVICE AGREEMENT (LEDGE ROCK CENTER MULTI-FAMILY NORTH PHASE I & II) (“WSSA”) made and entered into on _____, 20 __, by and between LEDGE ROCK CENTER, LLC, a Kansas limited liability company (“Developer”), and THE TOWN OF JOHNSTOWN, a Colorado municipal corporation.

1. Water Demand for Phase II of the Development. The preliminary raw water demand for Phase II of the Development is as follows:

PHASE II Development	Demand (AF/YR)	Consumption (AF/YR)
Residential in-building (252 units)	73.08	3.65
Landscape irrigation	5.25	4.46
Total	78.33	8.11

The raw water demand for Phase II of the Development shall be satisfied by _____. [Note: If the Developer pays cash-in-lieu of raw water dedication, the price of the water shall be added to, and payable upon execution of, this Phase II Raw Water Authorization.]

2. Water Court Transfer Fee. Pursuant to Paragraph 6 of the WSSA and the Johnstown Municipal Code, the water court transfer fee for Phase II of the Development is \$__ dollars (\$____.00) and shall be paid upon execution of this Phase II Raw Water Authorization.

Dated: _____, 20__.

By: _____
Matthew LeCerf, Town Manager

Accepted by Ledge Rock Center, LLC

By: _____
_____, Authorized Member

Town of Johnstown
List of Bills - August 24, 2023 - September 20, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
21st Century Equipment	Tractors	PW	30,483.57
2534 Retail Phase 1, LLC	Reimbursement of sales tax	ADM	87,606.65
4990 Ronald Reagan LLC	Police substation lease	PD	1,519.75
Ace Hardware	Supplies	PW	1,406.54
Adamson Police Products	Uniforms	PD	201.34
Advanced Engineering LLC	Engineering services	PW	440.00
Advanced Mechanical Services, Inc	Equipment maintenance	PW	19,364.00
AED Everywhere, Inc.	Supplies	PD	469.95
Aguilars Corp	Charlotte Street project	PW	2,864.00
All Copy Products, Inc	Copier supplies	ADM/PD	338.38
Aqua Engineering	Central/Low Point projects	PW	327,103.72
Arapahoe Rental	Equipment rental	PW	261.95
Arrowhead Scientific Inc.	Lab supplies	PD	295.99
Artemis Development	Hydrant meter deposit refund	ADM	1,500.00
Blackburn MFG	Supplies	PW	528.84
BlueWater Engineering Ltd	Water treatment plant project	PW	8,358.38
Bobcat of the Rockies	Equipment maintenance	PW	136.39
Breaching Technologies Inc	Safety equipment	PD	968.30
Brenner Builders LLC	Sidewalk maintenance	PW	16,200.00
Browns Hill Engineering & Controls	SCADA	PW	810.00
Business Equipment Service	Equipment maintenance	ADM	140.00
Card Services	Training/travel/supplies	ALL	18,870.88
Cate Brothers Inc.	Hydrant meter deposit refund	ADM	1,750.00
Central Square Technologies, LLC	Software	ADM	4,345.12
Central Weld County Water District	Interconnects	PW	1,032.34
Century Communities	Hydrant meter deposit refund	ADM	1,750.00
CenturyLink	Phone/internet	PW	805.44
Cintas	Mat supplies/service	ALL	820.50
Cirsa	Insurance	PW	1,000.00
City of Loveland	Training	PD	800.00
CivicPlus	Software	ADM	6,051.10
CMC Tire	Supplies	PW	1,080.54
Colorado Analytical Labs	Lab testing	PW	1,804.00
Colorado Department of Public Health	Annual testing	PW	1.30
Colorado Department of Transportation	I-25 project	PW	523,507.27
Colorado Greenbelt Management	Landscaping services	PW	1,375.00
Connell Resources, Inc.	North Interceptor/maintenance	PW	308,087.24
Consolidated Hillsborough Ditch Co	Water legal	PW	187.50
Consolidated Home Supply Ditch &	Water legal	PW	2,986.40
Core & Main	Hydrant meters	PW	10,079.87
Crow Creek Construction	Hydrant meter deposit refund	ADM	1,750.00
D2C Architects	PD design	PD	13,166.92
Dana Kepner Co.	Supplies	PW	2,108.00
DBC Irrigation Supply	Supplies	PW	449.23

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Defense Technology	Equipment	PD	325.00
Denali Water Solutions LLC	Sludge removal	PW	3,236.60
Denver Industrial Sales & Services Co	Supplies	PW	3,729.38
DES Pipeline Maintenance, LLC	Maintenance	PW	1,575.00
Desotec US LLC	Chemicals	PW	122,556.45
Dietze and Davis P.C.	Billback - Legal services	ADM	4,104.98
Ditesco LLC	Little Thompson Trail project	PW	18,537.24
Downtown Colorado Inc	Dues	ADM	1,000.00
DPC Industries Inc	Chemicals	PW	80,313.51
Employee Reimbursement	Travel and supplies	ALL	282.59
Envirotech Services, Inc	Chemicals	PW	14,839.50
Ferguson Waterworks	Water meters	PW	38,105.00
Firestone Complete Auto Care	Vehicle repairs	PD	1,251.85
First Class Security Systems	Fire system monitoring	PW	238.80
Front Range Roofing Systems LLC	Building maintenance	PW	1,943.28
Frontier Precision	Software	PW	10,283.95
Frontier Self Storage	Storage	PW	280.00
Garrison Minerals	Chemicals	PW	5,448.18
Gerrard Family Limited Partnership	Reimbursement of sales tax	ADM	101.92
Glenn A. Jones Library	Library support	ADM	103,786.43
Golden Goodness Food Truck	Employee event	ALL	1,239.65
Grainger, Inc.	Supplies	PW	1,631.91
Greeley Lock and Key	Equipment maintenance	PW	230.00
Ground Engineering Consultants, Inc.	Low Point expansion project	PW	393.00
Hays Market Inc	Supplies	PW	17.95
Helton & Williamsen, P.C.	Water Legal	ADM	10,328.80
Herc Rentals	Equipment rental	PW	940.14
IMEG Corp	Billback - Engineering services	ADM	44,595.00
IMEG Corp	Engineering services	ADM	7,513.00
Infosend, Inc.	Utility bill printing/newsletter	ADM	7,062.09
Insight North America LLC	Investment services	ADM	2,822.86
J&D Creations	Uniforms	ALL	214.26
J&S Contractors Supply Co.	Supplies	PW	7,409.32
John Deere Financial	Supplies	PW	1,433.59
Johnstown Breeze	Publications	PD	389.22
J-U-B Engineers, Inc.	Billback - Engineering	ADM	20,616.30
J-U-B Engineers, Inc.	Engineering services	PW	3,580.40
Kangaroo Express of Longmont, Inc	Lab testing	PW	330.00
Ken Garff Ford Fort Collins	Vehicle repair	PD	664.01
Keystone Ridge Designs Inc	Safety equipment	PW	17,385.00
King Surveyors	Easement	PW	750.00
Kinsco, LLC	Uniforms	PD	227.98
Kosty LLC	Hydrant meter deposit refund	ADM	1,500.00
L.E.C Construction	Building maintenance	PW	4,180.00
Larimer County Sales Tax Administrator	Use Tax - Reimbursement	ADM	4,577.26
Law Office of Avi Rocklin LLC	Billback - Legal services	ADM	11,332.75

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Law Office of Avi Rocklin LLC	Legal services	ADM	20,054.00
Lazar, Michael	Municipal Court Judge	ADM	2,250.00
Little Thompson Water District	Interconnects	PW	347.62
Community Center Refund	Community Center refund	ADM	30.00
Marmac Water	Lab testing	PW	3,000.00
Mary's Mountain Cookies	Reimbursement of sales tax	ADM	554.88
McGeady Becher P.C.	Billback - Legal services	ADM	749.92
Microbac Laboratories Inc	Chemicals	PW	944.00
Mike Maroone Ford Longmont	Vehicle repair	PW	13,340.47
Mile High Elevator LLC	Elevator maintenance	PW	210.00
Milliken Johnstown Electric	Equipment maintenance	PW	2,275.00
Miracle Recreation Equipment	Equipment maintenance	PW	2,500.18
Modstreet	Supplies	PW	531.00
Moltz Construction Inc.	Central/Low Point projects	PW	1,986,951.32
Morton Electric	SH60 & Carlson signal	PW	316,242.74
Motor Diagnostic Systems	Equipment maintenance	PW	4,600.00
Motorola Solutions, Inc.	Vehicle Upfit	PD	25,004.55
Mountain West Vegetation Management Inc	Building maintenance	PW	1,630.00
Mr. Lauren & Mrs. Kay Sandburg	Easement	PW	22,167.00
MWH Constructors	Water treatment plant project	PW	52,608.00
Nalco Company LLC	Chemicals	PW	13,312.26
Napa Auto Parts, Inc	Supplies	PW/PD	936.82
National Trench Safety	Training	PW	2,590.00
Northern Water	Water assessment	PW	27,201.55
Oakwood Homes	Surety deposit refund	ADM	127,325.00
Office Depot Business Credit	Supplies	ALL	720.33
Otak	Little Thompson Trail project	PW	7,022.75
Paul's Plumbing & Heating	Equipment maintenance	PW	13,437.00
Photon Brothers, Inc.	YMCA solar project	ADM	100,000.00
Pitney Bowes Bank Inc Purchase Power	Supplies	ADM	150.00
Pitney Bowes Inc	Supplies	ADM	286.74
Poudre Valley REA	North Interceptor project	PW	17,519.75
Quality of Life & Safety Designs LLC	Fire safety	ADM	25.00
Quality Traffic Control	Traffic control services	PW	15,552.00
RD3	YMCA repairs	PW	17,529.05
Recreational Electrical	Vehicle Upfit	PD	1,819.00
Redi Services, LLC	Port o lets	PW	2,000.00
Rhinehart Oil Co., Inc.	Fuel	PW	13,105.39
Rise & Shine Window Cleaning	Window cleaning	ADM	1,350.00
RoadSafe Traffic Systems	Supplies	PW	3,016.45
Rocky Mountain Bronze Shop	Sculpture repair	PW	1,400.00
Rocky Mountain Water Environment Assoc.	Training	PW	1,300.00
SAFEBuilt LLC	Inspection services	PW	25,000.00
Sam's Club MC/SYNCB	Supplies	ALL	861.43
Sanderson Stewart	Colorado Boulevard project	PW	2,434.50
SavATree	Tree services	PW	937.50

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Shred Vault Colorado	Shredding	ADM	2,095.00
SMH West, LLC	South Tank project	PW	38,636.96
Striglos	Software	ADM	1,770.00
TDS	Phone/internet	ALL	2,610.45
TechMedia, LLC	Supplies	ADM	2,400.00
Terminix	Insect mitigation	PW	122.00
Terracon Consultants, Inc.	Charlotte Street project	PW	1,750.00
The Home Depot/GECF	Supplies	PW	959.56
Thompson Ranch Development	Reimbursement of sales tax	ADM	47,576.79
Tier One Networking, LLC	Computer equipment	ADM	7,966.98
TimberLAN	IT services	ALL	4,350.00
T-Mobile	Cell phones	PD	33.15
TruGreen Chemlawn	Chemicals	PW	7,075.29
U.S. Postal Service	Annual fees	PD	118.00
UC Health Medical Group	Lab testing	PD	381.46
United Power, Inc	Utilities	ALL	28.76
United States Plastic Corp	Supplies	PW	48.10
USA Bluebook	Supplies	PW	5,912.43
Utility Notification Center of Colorado	Locates	PW	3,703.59
Utility Refund	Utility refunds	ADM	3,826.75
Vector Disease Control	Mosquito spraying	PW	4,499.00
Verizon Connect	Phone/internet	ALL	239.25
Verizon Wireless	Phone/internet	ALL	4,316.59
Wagner Equipment Co.	Equipment maintenance	PW	1,262.70
Waste Connections of Colorado Inc.	Waste removal	PW	84,086.56
Weld County Dept of Public	Lab services	PW	596.50
Weld County Sheriff	Jail fees	PD	15.04
Wesco	Equipment maintenance	PW	4,235.00
Western Fire Extinguisher	Supplies	PW	228.00
Xcel Energy	Utilities	ALL	78,259.09
Yost Cleaning	Monthly cleaning service	PW	3,362.66
			<u>5,133,399.41</u>

Town of Johnstown
List of Bills -September 21, 2023 - October 4, 2023

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
AC/DC Electric	Building maintenance	ALL	14,770.70
Ace Hardware	Supplies	PW	1,507.99
Arapahoe Rental	Equipment rental	PW	310.64
Benesch	Colorado Blvd/Hillsboro projects	PW	17,486.16
BlueWater Engineering Ltd	Water treatment plant project	PW	56,367.38
Browns Hill Engineering & Controls	SCADA	PW	3,743.28
CDPHE, Water Quality Control Division	Permits	PW	369.89
Churchich Recreation LLC	Equipment maintenance	PW	17,366.00
Cintas	Mat supplies/service	ALL	241.99
Cirsa	Insurance	PW	4,000.00
City of Louisville	Training	PW	355.83
Colorado Analytical Labs	Lab testing	PW	703.00
Colorado Greenbelt Management	Landscaping services	PW	1,375.00
Colorado Paving Inc	Charlotte Steet project	PW	477,748.81
Community Center Refund	Community center refunds	ADM	410.00
Connell Resources, Inc.	SH 60 repairs	PW	87,166.50
Consolidated Hillsborough Ditch Co	Water legal	PW	357.00
Consolidated Home Supply Ditch & Core & Main	Water legal	PW	1,642.20
D2C Architects	Hydrant meters	PW	26,966.40
Denali Water Solutions LLC	PD design	PD	25,312.88
Dennis R. Messner, P. E.	Sludge removal	PW	2,486.53
DES Pipeline Maintenance, LLC	Engineering services	PW	3,957.50
Dietze and Davis P.C.	Equipment maintenance	PW	731.25
Dietze and Davis P.C.	Billback - Legal services	ADM	7,438.97
Dietze and Davis P.C.	Legal services	ADM	558.00
Ditesco LLC	Little Thompson Trail project	PW	376.38
Dodge Media Group	Supplies	ADM	1,100.00
DPC Industries Inc	Chemicals	PW	13,803.50
Faris Machinery Co.	Supplies	PW	2,517.57
Felsburg Holt & Ullevig Inc	Billback - Engineering services	ADm	12,682.50
First National Bank	Custodial fees	ADM	949.22
Frontier Self Storage	Storage	PW	280.00
General Rubber	Equipment maintenance	PW	949.24
Grainger, Inc.	Supplies	PW	1,830.97
Hach Company	Supplies	PW	518.90
Herc Rentals	Equipment rental	PW	4,226.21
Hill & Robbins, PC	Water legal	ADM	464.00
Employee Reimbursement	Training	PD	259.00
J-U-B Engineers, Inc.	SH60 waterline	PW	21,606.72
JWO Engineering	SH60 & CO Blvd	PW	22,050.17
Kissinger & Fellman P.C.	Legal services	ADM	762.50
Martin/Martin, Inc.	Building maintenance	PW	1,857.50
McGeady Becher P.C.	Billback - Legal services	ADM	820.62
Medicine for Business & Industry LLC	Drug screen	PW	141.78

<u>Vendor</u>	<u>Description</u>	<u>Dept</u>	<u>Amount</u>
Mile High Elevator LLC	Elevator maintenance	PW	210.00
Milliken Johnstown Electric	Equipment maintenance	PW	1,424.00
Moltz Construction Inc.	Central expansion project	PW	778,894.42
Northern Safety Co Inc	Lab supplies	PW	213.44
Ohlson Lavoie Corporation	Pool feasibility study	PW	975.00
Paul's Plumbing & Heating	Jet services	PW	6,000.00
Pitney Bowes Inc	Supplies	ADM	115.11
PK Safety Supply	Supplies	PW	484.62
Poudre Valley REA	Utilities	ALL	20,102.84
Raftelis	Water rate study	PW	22,509.39
Rhinehart Oil Co., Inc.	Fuel	PW	5,187.34
RoadSafe Traffic Systems	Supplies	PW	290.00
Roosevelt High School	Homecoming window painting	ADM	50.00
Royal-T	Building maintenance	PW	330.00
Sanderson Stewart	Colorado Blvd & SH60	PW	5,502.50
Security Central, Inc	Fire monitoring	ADM	248.34
TDS	Phone/internet	ALL	553.35
TechMedia, LLC	Supplies	ADM	971.26
The Verdin Company	Supplies	PW	966.17
TruGreen Chemlawn	Chemicals	PW	1,761.24
UC Health Medical Group	Lab testing	PD	572.19
UMB Bank N.A.	Bond agent fees	ADM	400.00
United Power, Inc	Utilities	ALL	750.10
Utility Refund	Utility refund	ADM	46.06
Verizon Connect	Phone/internet	ALL	4,697.20
Waste Connections of Colorado Inc.	Waste removal	PW	4,242.78
Weld County	Radio maintenance	PD	260.00
Xcel Energy	Utilities	ALL	9,031.31
			<u>1,707,359.34</u>

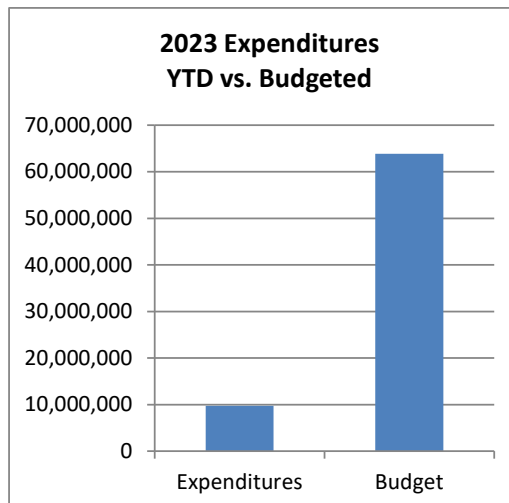
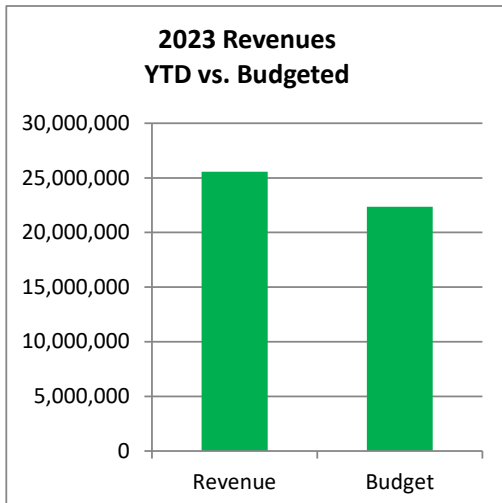
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - General Fund
Period Ending September 30, 2023
Unaudited

Item #14.

General Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	89,263,737	89,263,737	
Revenues:			
Taxes & Fees	19,418,897	19,417,534	100.0%
Licenses & Permits	3,150,107	1,963,700	160.4%
Fines & Forfeitures	204,022	175,500	116.3%
Intergovernmental	178,346	25,000	713.4%
Earnings on Investment	1,744,882	15,000	11632.5%
Miscellaneous Revenue	864,078	757,500	114.1%
<i>Transfers In</i>	-	-	
Total Operating Revenues	25,560,330	22,354,234	114.3%
Expenditures:			
Legislative	1,089,158	831,440	131.0%
Town Manager	961,880	1,442,430	66.7%
Town Clerk	294,409	441,910	66.6%
Finance	311,200	450,870	69.0%
Planning	301,764	566,310	53.3%
Reimbursements	466,923	700,000	66.7%
Building Inspections	256,086	413,820	61.9%
Police	3,965,061	6,006,610	66.0%
Public Works	568,620	761,350	74.7%
Buildings	235,727	288,100	81.8%
<i>Transfers Out</i>	1,268,927	51,945,508	2.4%
Total Expenditures	9,719,755	63,848,348	15.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	15,840,575	(41,494,114)	
Prior Period Adjustment			
Ending Fund Balance*	105,104,312	47,769,623	

* - Unaudited

75% of the fiscal year has elapsed



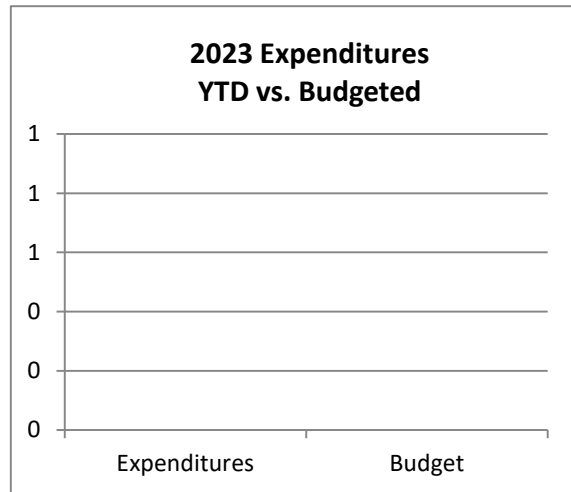
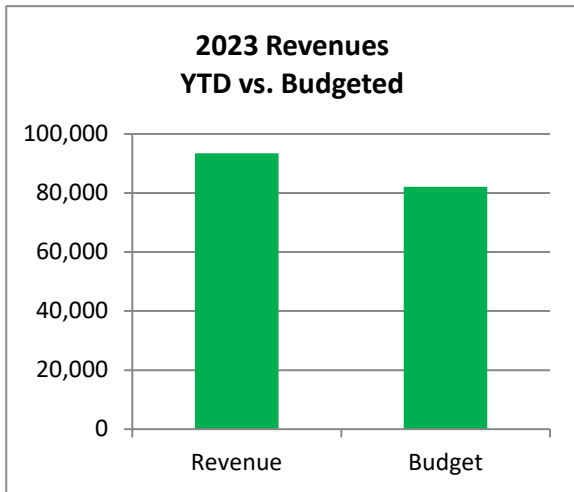
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Conservation Trust Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Conservation Trust Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	132,112	132,112	
Revenues:			
Intergovernmental	89,835	82,000	109.6%
Earnings on Investment	4,026	50	8052.0%
	93,861	82,050	114.4%
Total Operating Revenues	93,861	82,050	
Expenditures:			
Operations	-	-	
Capital Outlay	-	-	
	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	93,861	82,050	
Ending Fund Balance*	225,973	214,162	

* - Unaudited

75% of the fiscal year has elapsed



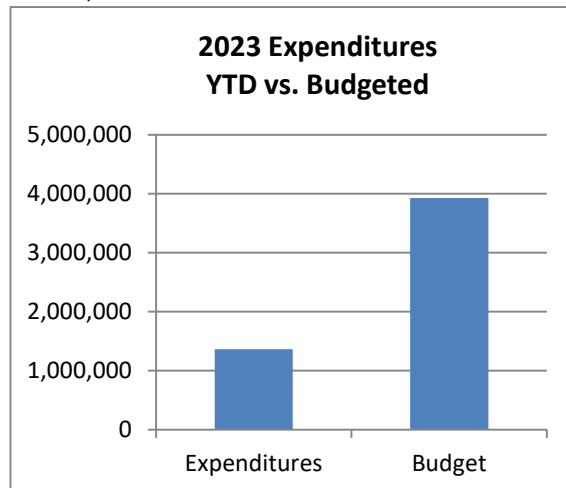
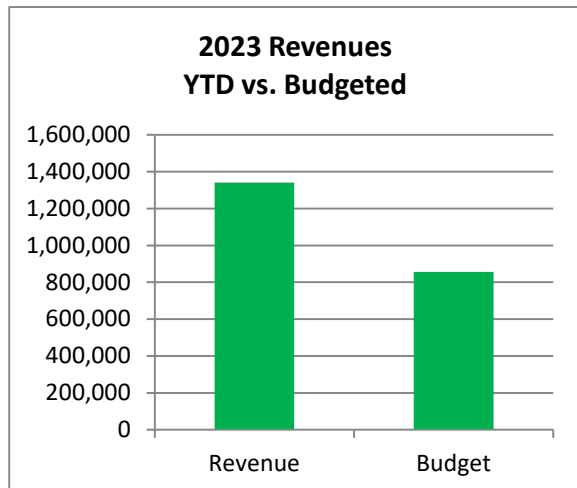
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Parks and Open Space Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Parks and Open Space Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	7,992,579	7,992,579	
Revenues:			
Taxes & Fees	1,124,106	786,030	143.0%
License & Permit	735	500	147.0%
Earnings on Investment	110,224	2,000	5511.2%
Miscellaneous Revenue	56,403	17,000	331.8%
<i>Transfers In</i>	50,000	50,000	100.0%
Total Operating Revenues	1,341,468	855,530	156.8%
Expenditures:			
Operations	572,407	2,905,000	19.7%
Capital Outlay	790,558	1,024,940	77.1%
<i>Transfers Out</i>	-	-	
Total Expenditures	1,362,965	3,929,940	34.7%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	(21,496)	(3,074,410)	
Ending Fund Balance*	7,971,082	4,918,169	

* - Unaudited

75% of the fiscal year has elapsed

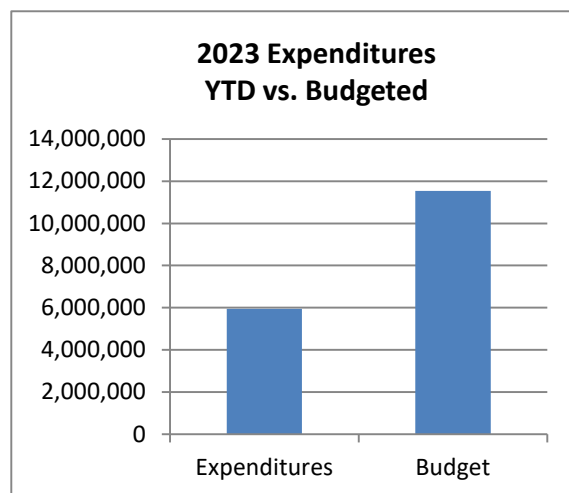
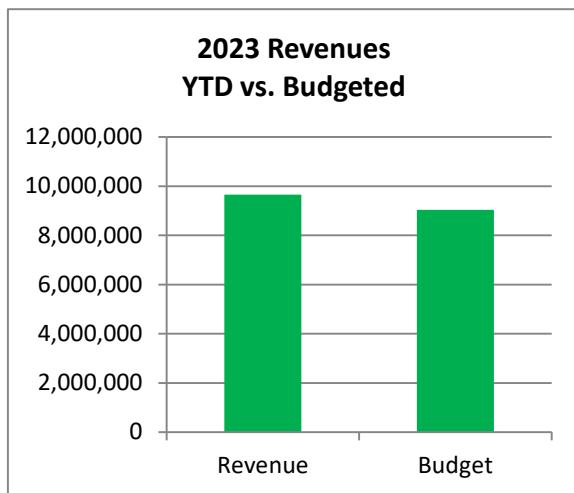


Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Street and Alley Fund
Period Ending September 30, 2023
Unaudited

Street and Alley Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	17,863,626	17,863,626	
Revenues:			
Taxes & Fees	4,154,608	4,171,405	99.6%
Intergovernmental	590,955	1,290,000	45.8%
Charges for Services	756,671	945,000	80.1%
Capital Investment Fees	2,431,248	1,174,000	207.1%
Earnings on Investment	271,270	10,200	2659.5%
Miscellaneous Revenues	5,655	-	
Transfers In	1,450,000	1,450,000	100.0%
Total Operating Revenues	9,660,406	9,040,605	106.9%
Expenditures:			
Operations & Maintenance	1,662,245	3,698,790	44.9%
Capital	4,278,015	7,848,000	54.5%
Total Expenditures	5,940,260	11,546,790	51.4%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	3,720,147	(2,506,185)	
Ending Fund Balance*	21,583,773	15,357,441	

* - Unaudited

75% of the fiscal year has elapsed



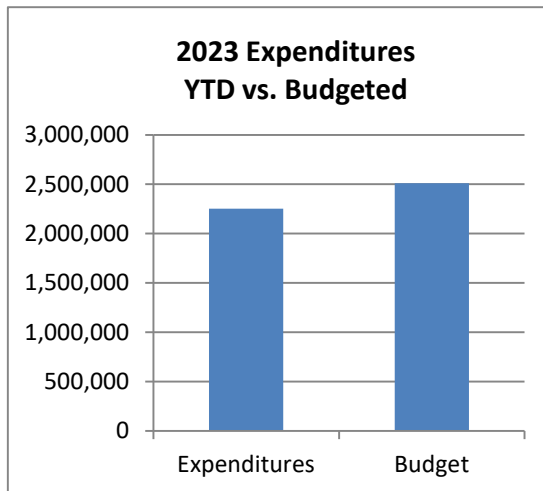
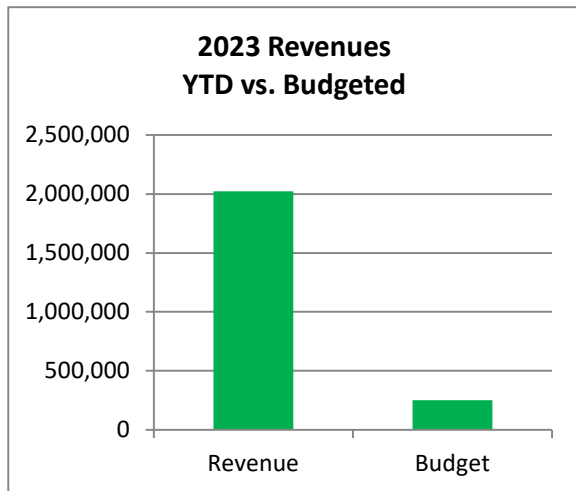
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Capital Projects Fund
Period Ending September 30, 2023
Unaudited

Item #14.

	2023 Actuals September	2023 Adopted Budget	%
Capital Projects Fund			Complete
Beginning Fund Balance	10,868,807	10,868,807	
Revenues:			
Taxes and Fees	1,615,248	300,000	538.4%
Miscellaneous Revenue	-	-	
Interest	407,583	2,200	18526.5%
<i>Transfers In</i>	-	(50,000)	0.0%
Total Operating Revenues	<u>2,022,831</u>	<u>252,200</u>	802.1%
Expenditures:			
Capital Outlay	2,254,202	2,511,500	89.8%
<i>Transfers Out</i>	-	-	0.0%
Total Expenditures	<u>2,254,202</u>	<u>2,511,500</u>	89.8%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>(231,371)</u>	<u>(2,259,300)</u>	
Ending Fund Balance*	<u><u>10,637,436</u></u>	<u><u>8,609,507</u></u>	

* - Unaudited

75% of the fiscal year has elapsed



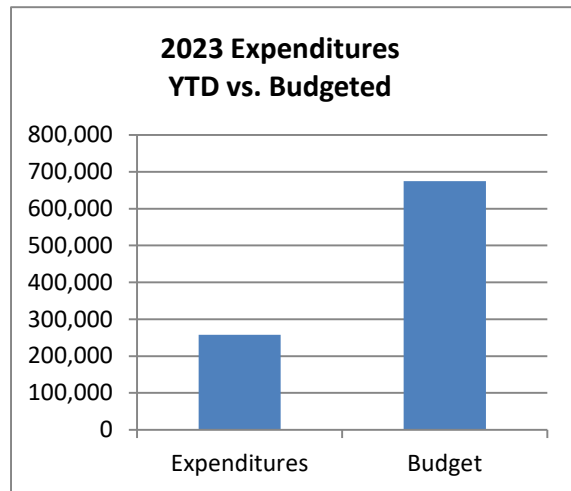
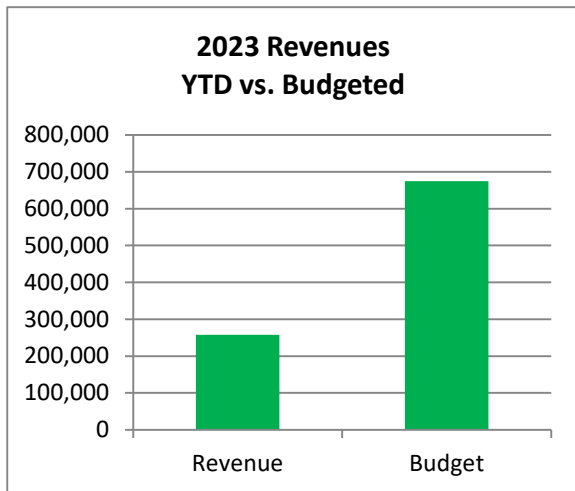
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Tax Allocation Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Tax Allocation Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	41,435	41,435	
<u>Revenues:</u>			
Taxes & Fees	257,587	675,000	38.2%
Earnings on Investment	-	-	
Total Operating Revenues	257,587	675,000	38.2%
<u>Expenditures:</u>			
Miscellaneous	257,587	675,000	38.2%
Total Expenditures	257,587	675,000	38.2%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	-	-	
 Ending Fund Balance*	 41,435	 41,435	

* - Unaudited

75% of the fiscal year has elapsed



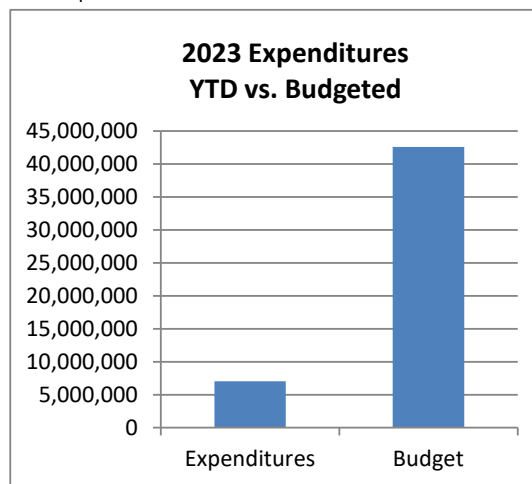
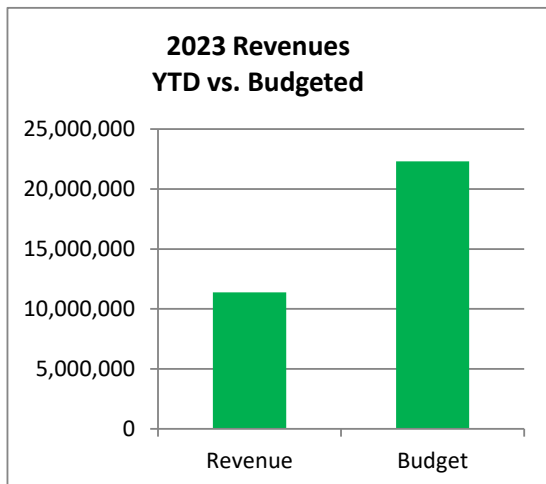
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Water Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Water Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	18,030,853	18,030,853	
Revenues:			
Charges for Services	3,734,325	4,555,000	82.0%
Total Operating Revenues	3,734,325	4,555,000	82.0%
Expenses:			
Administration	168,162	235,300	71.5%
Operations	2,625,701	4,365,350	60.1%
Capital Outlay	3,238,577	36,417,280	8.9%
Depreciation	408,114	970,000	42.1%
Transfers Out	600,000	600,000	100.0%
Total Operating Expenses	7,040,554	42,587,930	16.5%
Operating Income (Loss)	(3,306,229)	(38,032,930)	
Non-Operating Revenues (Expenses)			
Tap Fees	2,367,757	1,357,605	174.4%
Capital Investment Fees	2,058,490	1,147,945	179.3%
Misc. Revenues	2,636,820	15,226,500	17.3%
Interest Expense	579,308	20,000	2896.5%
Total Non-Operating Revenues (Expenses)	7,642,375	17,752,050	43.1%
Excess (Deficiency) of Revenues and Other Sources over Expenses	4,336,146	(20,280,880)	
Ending Cash Balance*	22,366,999	\$ (2,250,027)	

* - Unaudited

75% of the fiscal year has elapsed



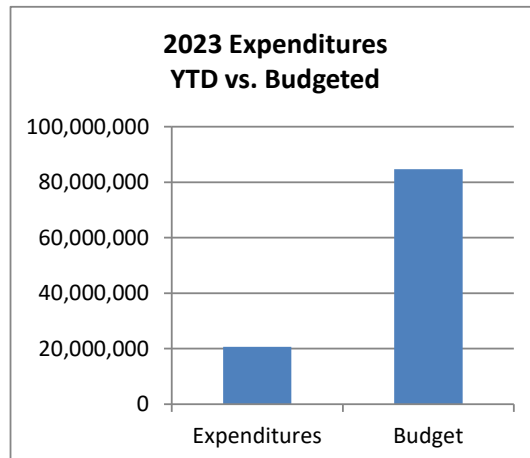
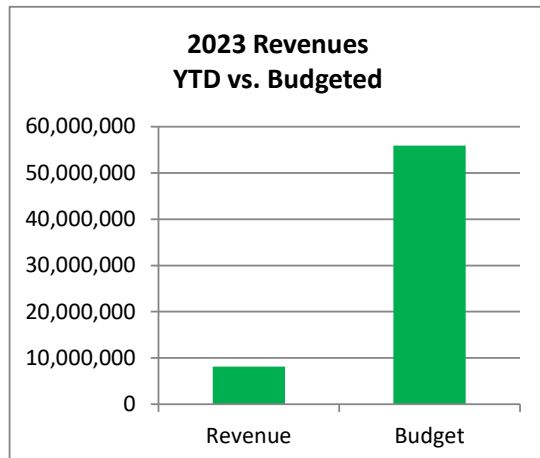
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Sewer Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Sewer Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	42,699,361	42,699,361	
Revenues:			
Charges for Services	2,519,053	3,181,500	79.2%
Total Operating Revenues	2,519,053	3,181,500	79.2%
Expenses:			
Administration	158,227	227,750	69.5%
Operations	1,518,665	2,087,960	72.7%
Capital Outlay	17,602,625	78,381,000	22.5%
Depreciation	393,570	1,200,000	32.8%
Debt Service	976,575	2,764,000	35.3%
	-	-	
Total Operating Expenses	20,649,661	84,660,710	24.4%
Operating Income (Loss)	(18,130,609)	(81,479,210)	
Non-Operating Revenues (Expenses)			
Capital Improvement Fees	3,844,090	3,218,560	119.4%
Misc. Revenues	46,709	18,900	247.1%
Interest Expense	2,298,425	100,000	2298.4%
Transfers In/(Out)	(600,000)	49,400,000	
Total Non-Operating Revenues (Expenses)	5,589,223	52,737,460	10.6%
Excess (Deficiency) of Revenues and Other Sources over Expenses	(12,541,385)	(28,741,750)	
Ending Cash Balance*	30,157,976	13,957,611	

* - Unaudited

75% of the fiscal year has elapsed



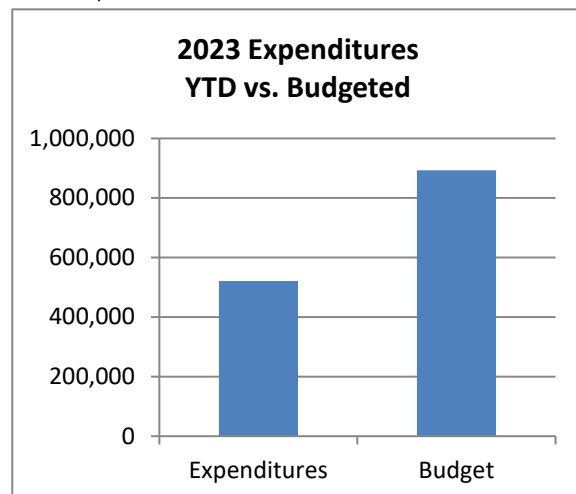
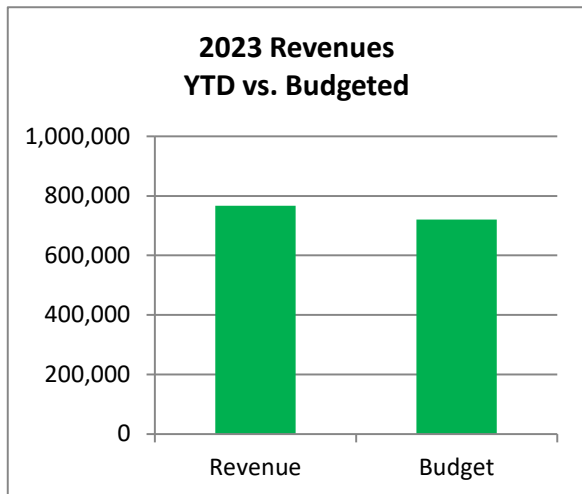
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Drainage Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Drainage Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Cash Balance	3,977,376	3,977,376	
Revenues:			
Charges for Services	<u>395,331</u>	<u>500,000</u>	79.1%
Total Operating Revenues	<u>395,331</u>	<u>500,000</u>	79.1%
Expenses:			
Administration	94,004	150,400	62.5%
Operations	176,754	493,025	35.9%
Capital Improvements	-	-	
Transfer Out	<u>250,000</u>	<u>250,000</u>	100.0%
Total Operating Expenses	<u>520,758</u>	<u>893,425</u>	58.3%
Operating Income (Loss)	<u>(125,426)</u>	<u>(393,425)</u>	
Non-Operating Revenues (Expenses)			
Capital Revenues	293,865	220,000	133.6%
Misc. Revenues	-	-	
Interest Expense	<u>77,444</u>	<u>1,000</u>	7744.4%
Total Non-Operating Revenues (Expenses)	<u>371,309</u>	<u>221,000</u>	168.0%
Excess (Deficiency) of Revenues and Other Sources over Expenses	<u>245,882</u>	<u>(172,425)</u>	
Ending Cash Balance*	<u>4,223,258</u>	<u>3,804,951</u>	

* - Unaudited

75% of the fiscal year has elapsed



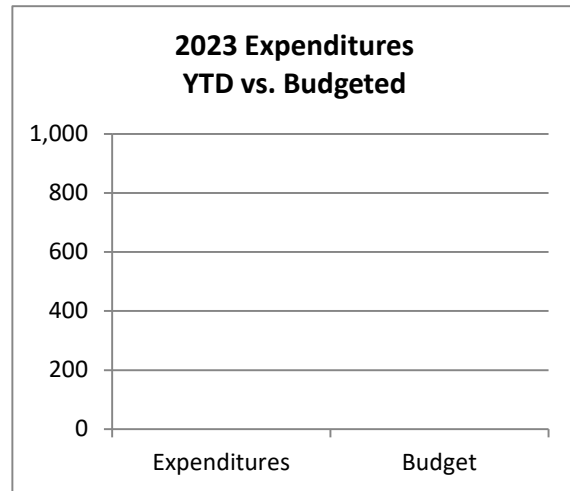
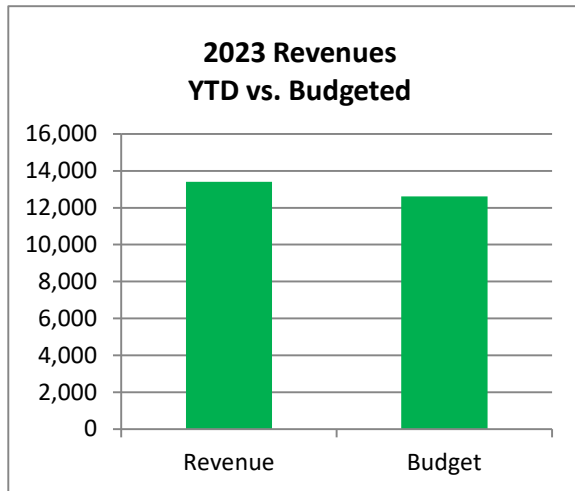
Town of Johnstown, Colorado
 Statement of Revenues, Expenditures, and Changes in
 Fund Balances - Cemetery Perpetual Fund
 Period Ending September 30, 2023
 Unaudited

Item #14.

Cemetery Perpetual Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	168,889	168,889	
Revenues:			
Miscellaneous Revenue	8,865	12,560	70.6%
Earnings on Investment	4,538	60	7563.3%
Total Operating Revenues	13,403	12,620	106.2%
Expenditures:			
Operations & Maintenance	-	-	
Capital Outlay	-	-	
Transfers Out	-	-	
Total Expenditures	-	-	
Excess (Deficiency) of Revenues and Other Sources over Expenditures	13,403	12,620	
Ending Fund Balance*	182,292	181,509	

* - Unaudited

75% of the fiscal year has elapsed



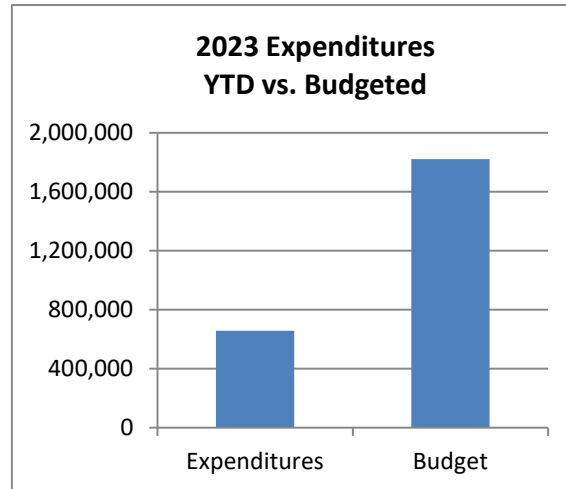
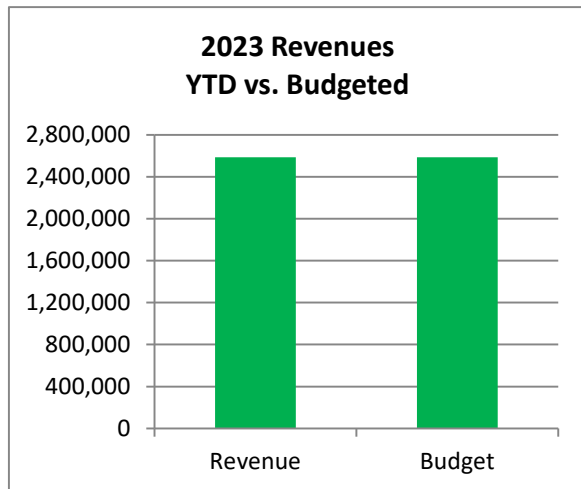
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Library Fund
Period Ending September 30, 2023
Unaudited

Item #14.

Library Fund	2023 Actuals September	2023 Adopted Budget	%
			Complete
Beginning Fund Balance	8,539,939	8,539,939	
Revenues:			
Intergovernmental	827,145	819,186	101.0%
Miscellaneous Revenue	13,458	11,000	122.3%
Capital Investment Fees	666,197	439,410	151.6%
Interest	253,995	75,000	338.7%
<i>Transfers In</i>	824,399	1,243,246	66.3%
Total Operating Revenues	<u>2,585,195</u>	<u>2,587,842</u>	99.9%
Expenditures:			
Operations	657,349	1,821,000	36.1%
Capital Outlay	-	-	
Total Expenditures	<u>657,349</u>	<u>1,821,000</u>	36.1%
Excess (Deficiency) of Revenues and Other Sources over Expenditures	<u>1,927,846</u>	<u>766,842</u>	
Ending Fund Balance*	<u>10,467,785</u>	<u>9,306,781</u>	

* - Unaudited

75% of the fiscal year has elapsed



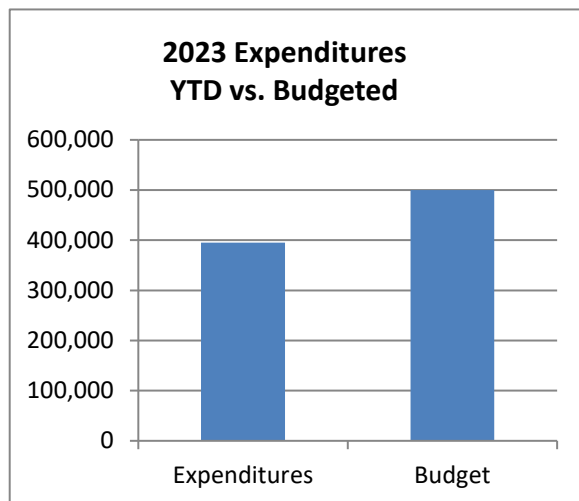
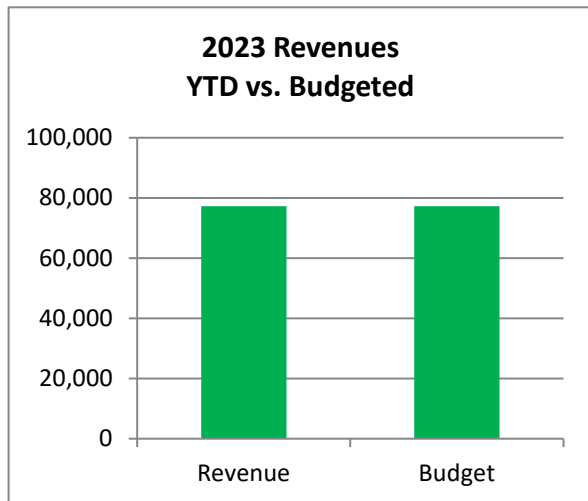
Town of Johnstown, Colorado
Statement of Revenues, Expenditures, and Changes in
Fund Balances - Recreation Center Fund
Period Ending September 30, 2023
Unaudited

Item #14.

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

* - Unaudited

75% of the fiscal year has elapsed





Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: November 6, 2023

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 11/06/2023 – Regular Council Meeting
 - 11/20/2023 – Regular Council Meeting
 - 11/27/2023 – Work Session (tentative) Broadband/Fiber
-

Administration, Finance, Planning, & Human Resources

- *Municipal Court* – 138 Cases were heard by Municipal Court in September 2023. 132 cases were heard in October 2023.
- *Liquor License* – Huang Garden has applied for a Hotel & Restaurant renewal. 7-Eleven Store # 34316A has submitted for a Fermented Malt Beverage & Wine renewal. J & M Post has submitted a renewal for a Club license. Exodus Moving and Storage applied for a Special Event Permit Liquor License for October 27, 2023.
- *Special Events* – Below are the applications received for Special Events in September and October:
 - Pioneer Ridge HOA September 30, 2023, Fall Festival
 - Roosevelt High School for October 9, 2023, RHS Homecoming Parade.

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- Johnstown Historical Society October 28, 2023, Cemetery Crawl.
- Johnstown Downtown Development Association October 28, 2023, Trick or Treat Street.
- Johnstown Downtown Development Association December 3, 2023, Johnstown Jingle
- *Senior Center* – The newly hired Senior Aid Coordinator started September 25, 2023.
 - Weekly Friendly Fork Meals on Wednesdays continue to see great participation, with a total of 125 attending in the month of October (1 meal a week).
 - On November 3, 2023, the Senior Center will host a Medicare Open Enrollment Open House from 9:00 AM-12:30 PM, providing resources and opportunities to compare plans.
 - On November 9, 2023, a “Shop til’ you Drop” holiday shopping trip will take participants to the Premier Outlet Mall in Thornton.
 - Eagles’ games and trips to Blackhawk are currently being scheduled and sign-up lists are quickly filling up.
- *Town Clerk* – Staff is finalizing the Business License process change to the online platform, BluDot. Notices will be sent to the local businesses for how to apply and renew online over the next several months, as seen below:

- Staff attended the Colorado Municipal Clerk’s Association Annual Conference in October, taking part in excellent training and on-going education.
- *Hiring* – The Town recently welcomed a new Communications & Marketing Manager, Senior Center Programs Coordinator, Police Officer, and Water & Sewer System Operator. We are in the process of considering Police Cadet applications for 1-2 new officers who would attend the POST academy starting in January 2024. The Town is currently searching for more Police Officers, a Planning Director, and a part-time Police Administrative Assistant.
- *HR Training* – Staff attended the Public Sector Human Resource Professionals annual conference in October, connecting with other public entities and gaining continuing education to benefit the Town.

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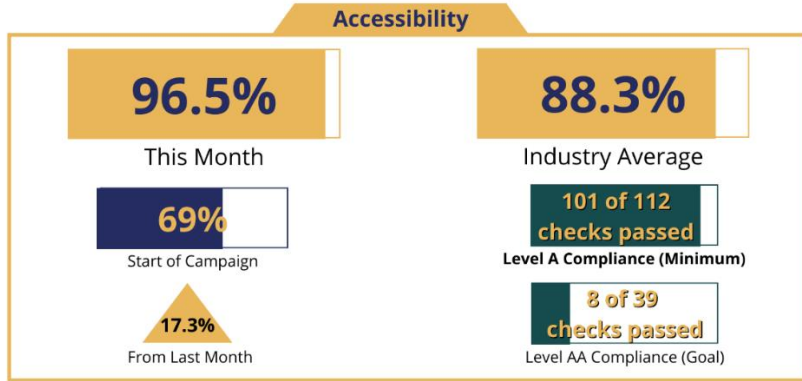
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- *Open Enrollment* – We are about to wrap up open enrollment for employee benefit selections effective in 2024.
- *508 Compliance and Website Accessibility* – The Communications Office continues to work on 508 website compliance and Town digital environment compliance. Having a website that is 508 compliant and that follows WCAG Guidelines 2.0 is important for the Town of Johnstown because it provides more equal access to information and promotes transparency. The Town has made significant progress toward achieving Level A compliance, which is required of all Colorado municipalities by July 2024.
- *Economic Development Training* – Staff attended the annual Economic Development Council of Colorado conference in October which focused on key initiatives, programs, and resources available to communities along with presentations from regional and state stakeholders.
- *Roosevelt High School, The Exchange* – Staff attended the ribbon cutting for The Exchange store which is a student merchandise store within the new Roosevelt High School campus. The Exchange features student created branded merchandise.
- *Downtown Wayfinding Project, Phase 1* – Phase 1 of the wayfinding signage for downtown is underway with the first sign (‘J’ sign) completed prior to the Fall Fest. The second sign will include redoing the existing curved wall on the corner of Rutherford and Parish Avenue. It is expected that the façade of the curved wall will be completed prior to the Johnstown Jingle Festival, however, the additional signage elements have been significantly delayed due to fabrication. It is expected that the signage elements of the curved wall to be completed by January along with the third sign which is the columnar sign located on the corner of Hwy 60 and Parish Avenue.
- *Public Transit Options for Hwy 60* – Staff has been working with the City of Greeley on determining potential short term public transit options within the Hwy 60 corridor of Johnstown. Several Johnstown businesses within that area have expressed a need for public transit and the Town has taken the initiative of finding potential solutions. Staff will be launching a survey to the businesses and residents within that area in November to understand their public transit needs to develop a robust program. It is expected that the potential public transit program will be launched sometime in 2024 in partnership with the City of Greeley.
- *Shop Local Campaign* – Starting November 6, the Town will utilize our social media platforms, website, and resident newsletter to encourage residents and visitors to shop locally. Our “Shop Local” campaign will direct shoppers to our Business Directory, which was launched earlier this year, to learn about promotions, specials, hours of operation, and services provided by all our local businesses. Town Staff has also reached out to the Johnstown Breeze to discuss potential ad content.
- *Town Communication Tools* – The Town maintains a diverse set of communications tools, including social media, a newsletter, email communications, and the website. Our Facebook and Instagram followings continue to grow steadily. The Town email lists continue to add subscribers and boast fantastic engagement numbers: according to the

Town’s email vendor, Constant Contact, the average open rate for government organizations is 35.45%.

Communications Dept.

Accessibility Stats - October 2023



Communications Dept.

Web Presence Stats - October 2023



Website: johnstownco.gov | Newsletter: johnstown.colorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Instagram: @Johnstowncolorado
 JPD Facebook: @JohnstownPoliceDepartment

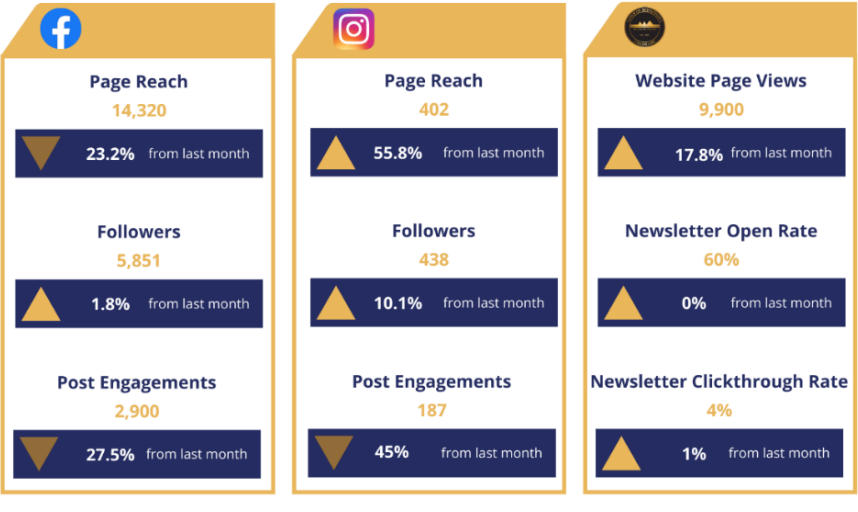
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Communications Dept.

Web Presence Stats - October 2023



Website: johnstownco.gov | Newsletter: johnstown.colorado.gov/newsletter
 Town Facebook: @TownofJohnstown | Instagram: @Johnstowncolorado
 JPD Facebook: @JohnstownPoliceDepartment

- *Community Engagement Events* – Communications Staff ran a booth at BBQ Day Take 2 festivities to offer community members water and swag. They were also on hand to help outfit residents with new ‘J’ caps and freebies at Fall Fest in September. Communications Staff also ran a booth at Trick or Treat Street in October, which was well attended despite the freezing temperatures. Sharing Town information with residents and meeting the community where they are is a priority for the Town.
- *Pool Feasibility Study* – The pool feasibility committee met with the consultants on October 24 to review the results of the pool survey and to discuss programming, site selection, and potential site layouts. The committee will be meeting again on November 1 for a site selection discussion and then again on November 7 to work with the consultants.
- *TDS Franchise* – Staff have been working with TDS and are coming close to having a final agreement to present to Council.
- *Community Calendar* – Communications has been working with all internal departments, the Library, the JDDA, and the Senior Center, to collect important dates to include in our 2024 Community Calendar. An invitation to submit photos for possible inclusion in the calendar was put out on our website and social media in October. We collected submissions from six individuals and are excited to be able to include their work in the final product. We anticipate that the calendars will be mailed to all residents in December.
- *Strategic Planning* – Staff have been diligently working on the Strategic Plan for the organization for some time now, and the progress of the work was shared with Council at the October 30 work session to gain their feedback.

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- *Water Rate Study* – Our consultant, Raftelis, has completed the rate study for the Water Fund and the Sewer Fund and has recommended increases in both the water and sewer rates, as well as the raw water impact fee, and the sewer tap fees. The recommended increases will be presented for consideration at the November 6 Council meeting. The potential rate increases have been communicated to residents and businesses in the November newsletter and there is an FAQ posted on the Town’s website.
- *Civic Day* – Civic Day was held on October 19. Students from Pioneer Ridge visited and had the opportunity to chat with the Mayor, check out Public Works vehicles, visit our police department, visit the library, and get a tour of the post office.
- *Johnstown Housing Authority Loan* – \$312,000 has been distributed to the Johnstown Housing Authority for the loan approved by Council.
- *Property purchases* – 23165 Colorado Blvd and 23019 CR 13 were purchased for a combined total of \$662,083.23. While the use of the property at 23165 has yet to be determined, it will likely be used for future expansion of the cemetery. The property at 23109 will be used for the future expansion and ultimate buildout of the intersection of Highway 60 and Colorado Boulevard.
- *Natatorium at Johnstown YMCA Recreation Center* – The improvements to the PDU and restoration of the natatorium have been completed as planned. We are currently working to make repairs to the steam room which has some issues related to the panels and sealing of the facility. We hope to award this work in the next 30 days.
- *Northern Water CBT Quota Set* – In October, Northern Water set the CBT quota at 50%. They will reevaluate the quota in or around April 2024.
- *Land Use Code Updates* – Updates from the work session with Council are continuing to be made by Staff. We hope to bring this to you sometime around the end of the year or beginning of 2024 with the updates requested.
- *Track-it* – Staff is working to schedule a meeting with representatives from Central Square/Track-it to discuss needs related to our permitting and planning software. Needs include our desire to make online permitting possible for external customers and online reporting of building inspections.

Police Department

Training:

- *SWAT Training* – Officer Jaramillo competed to be added to the Larimer County SWAT team. Officer Jaramillo was selected and attended SWAT training at Fort Carson in Colorado Springs.
- *FBI Command College* – Sergeant Timme attended the FBI Command College in Denver Colorado.
- *Auto Theft Training* – Officer Olds attended training to learn the latest techniques to combat auto theft.
- *Criminal Drug Interdiction* – Officer Olds attended “Operation Desert Snow” Training. This 3-day course is designed to provide its attendees with the skills necessary to detect

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criminal activity during traffic stops and to find illegal contraband concealed within hidden compartments.

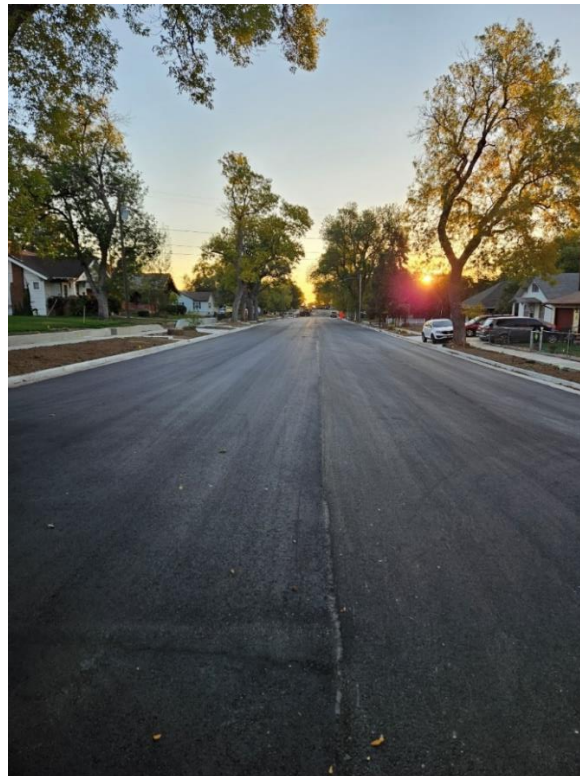
- *Defensive and Emergency Response Driving* – The entire department attended Defensive and Emergency Response Training at the Northern Colorado Law Enforcement Training Center in Loveland.
- *Field Evidence Technician (FET) Training* – Officer Kelley and FE Hamilton attended the Field Evidence Technician Certification class. Both were successful in obtaining their certifications for crime scene processing.
- *FBI Leadership Training* – Sergeant Rashid attended the Supervisor Leadership Institute through FBI-LEEDA
- *Firearms Training* – The entire department received handgun and patrol rifle tactics training.

Community Policing, Outreach & Miscellaneous Items:

- *Pioneer Ridge Elementary* – Officer Kelley presented to several classes at Pioneer Ridge Elementary School for Career Day.
- *Civic Day* – Officer Nield participated in the Civic Day put on by the Town.
- *Boy Scouts* – Officer Nield also participated in Merit Badge Training for the Boy Scouts.
- *New Officer* – We are pleased to welcome JPD’s newest officer - Gbunuguo Kassor.

Public Works

- Crews completed 138 work orders this review period consisting of construction inspections, street sweeping, gravel road grading, filling potholes, road sign repair, funerals, mowing ROW, weed spraying, and a variety of other street and grounds related work. Completed 77 infrastructure construction inspections.
- *Winter Preparation* – Crews performed maintenance on all plow trucks and equipment. All plow trucks have been equipped with snowplows and sanders.
- *Charlotte Street Improvements* – Contractor has completed 90% of Phase 1 from Jay to Estes, the remaining 10% is landscaping and will start the week of October 30. Approximately 60% has been completed from Estes to Columbine, with the remainder scheduled to be completed by November 20.
 - 3-week look ahead is located on our website.



Charlotte Street, Looking East to Estes Ave.

- *Overlay Program* – High Plains Blvd., CR 15, and 75% of CR 13 have been completed. The remaining work will continue through November.

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- *High Plains Blvd. - Completed*



Colorado Boulevard Overlay



High Plains Boulevard Overlay

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Telep Avenue Overlay



Telep Avenue Overlay



The Landings Overlay

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Pioneer Ridge Overlay

- *Buc-ee's* – Offsite public improvement includes CR 48 (new roundabout), Commerce Drive, and Nugget Road.
 - Nugget Road from Commerce Drive East to project limits is approximately 80% completed with the bottom lift of asphalt installed on October 25 and 26.
 - Commerce Drive is approximately 60% completed with aggregate base course and curb/gutter installed.
 - CR 48 is approximately 50% completed with the majority of aggregate base course and curb/gutter installed.
- *Ledge Rock* – Due to unstable subgrade, High Plains Blvd. has completed the cement treatment process. SH 60 widening is under construction.



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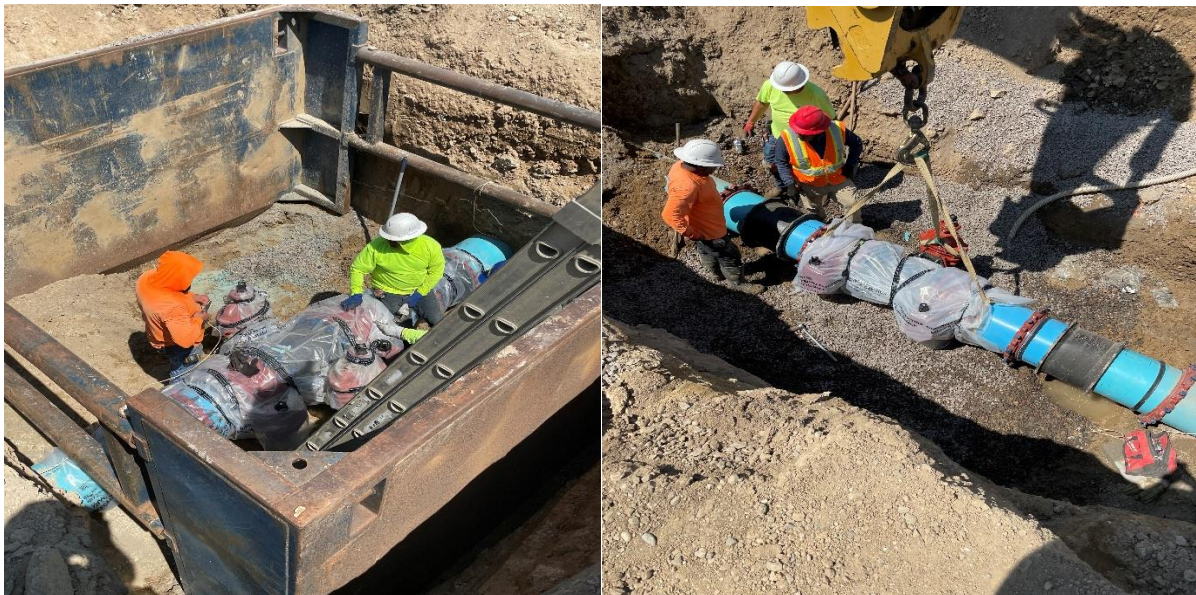
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- *Mountain View West* – No public improvements. Onsite utilities have been inspected and approved.
- *Mountain View Commercial* – Public improvements and utilities have been completed with a construction acceptance scheduled for the first of November.



- *Ronald Reagan West* – Utilities have been installed. Road work is approximately 70% completed.



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- *CR 18 and 3e* – Utilities have been installed. Starting roadway construction.



- *Pautler Farms* – The interior road has been completed. Public improvements for CR 42 and CR 17 are under construction.

Utilities

- *Treatment*
 - September Water Treatment Plant (WTP):
 - Average Daily Flows: 3.303 MGD
 - Operators attended training at the annual Rocky Mountain Water Environmental Association conference.
 - Operators completed the Granular Activated Carbon change out and the TOC's (total organic carbons) have been sampling at 80-90% which means the Town is successfully treating taste and odor elements.
 - Four new security cameras have been installed and are operational at the plant.
 - October WTP:
 - Average Daily Flows: 2.496 MGD
 - Operations coordinated winter removal of GAC media from treatment vessels and adjusted operations for winter treatment.
 - A new eye wash station was installed at the Dissolve Air Flotation (DAF) pretreatment building.
 - Lower flows allowed for Operations to take 1 DAF pretreatment basin down for winter maintenance.
 - September Low Point Wastewater Treatment Plant (WWTP):
 - Average Daily Flows: 0.396 MGD
 - Completely off old plant process, and solids removal process is almost complete at the new plant.

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- The new MBR Plant is operating and discharging clean water into the Big Thompson.
 - Operators have attended online and in person training in Biological Nutrient Removal.
 - October Low Point WWTP:
 - Average Daily Flows: 0.355 MGD
 - The new Membrane Bioreactor (MBR) treatment basins have successfully performed maintenance and recovery cleans that ensure operations.
 - The existing Sequencing Batch Reactors (SBR) basins have been stripped of old process hardware and retrofitting of vessels has begun.
 - Access road grading to building and perimeter fencing is nearly complete.
 - September Central WWTP:
 - Average Daily Flows: 0.693 MGD
 - All the sludge is being removed from Lagoon 3, which will soon be complete and can be backfilled.
 - The overgrowth mitigation program is completed around the lagoons promoting air to surface mixing as well as a clean appearance.
 - Continued troubleshooting is occurring on a redundant blower for winter weather operation.
 - October Central WWTP:
 - Average Daily Flows: 0.710 MGD
 - Moltz has begun filling Lagoon 3 with site material.
 - Operations Installed a redundant blower on the MBBR treatment process.
 - Operations is working on installing an aeration system in Lagoon 2 to add air and improve treatment.
- *September Sewer Collection & Water Distribution*
 - Locates: 585 with the new BOSS811 system.
 - Meters: 65 new installs
 - The department cleaned the collections system downstream from Canyon Bakehouse to remove fats, oils, and grease (FOG).
 - The south water tank was filled and passed testing.
 - The wet well for the north sewer lift station was leak tested and necessary repairs identified.



- *October Sewer Collection & Water Distribution*
 - Locates: 671 with the new BOSS811 system.
 - Meters: 30 new installs
 - Department hired a new staff member, Brian Quijada, to replace a recent vacancy.
 - Operations is working with Paul's Anytime to clean and inspect wastewater lines heading east from Gateway. The contractor encountered and removed large amounts of fats and grease while jetting lines under I-25.
 - Operations completed unidirectional flushing in the Corbett Glen neighborhood and valve exercising in the Carlson Farms neighborhood.
- *September Inspections*
 - 3,800' water main installed and tested
 - 4,350' sewer main installed and tested
 - 87 new water taps/meters installed.
 - 103 water/sewer inspections
- *October Inspections*
 - 800' water main installed and tested
 - 3,088' sewer main installed and tested
 - 134 water/sewer inspections
- *GIS*
 - September
 - 1,876 sanitary sewer and 1,365 storm manholes have been added.
 - 3,251 more water meters and 1,186 fire hydrants have been added to the maps.
 - A new web application for 'neighborhoods' was created to help Staff and residents quickly identify an area of Town by its common name.
 - October
 - 1,891 sanitary sewer and 1,409 storm manholes have been added.
 - 3,311 water meters and 1,189 fire hydrants have been added to the maps.

- Overall, there have been 18,727 utility items collected with GPS.
- *Capital Projects*
 - *Raw Water Transmission* – The design engineer is continuing to work with Town Staff to set the final alignment from Lone Tree to the Water Treatment Plant. The primary focus is between Lone Tree Reservoir and Hwy 287 which has multiple constraints. The Town and the design engineer have been coordinating with property owners, Home Supply Ditch Company, the TPC golf course, and utility providers to coordinate the design. Meetings have been held with neighboring jurisdictions to determine their review and permitting processes.
 - *South Water Tank* – The South Tank has been filled with water and has passed the hydrostatic and bacteriological testing. The programming of the tank controls is nearly complete and has been incorporated into the Town’s Supervisory Control and Data Acquisition (SCADA) system. Some miscellaneous punch list items are being completed by the contractor.
 - *South Water Tank Distribution Pipeline* – The contractor is continuing to test the mainline. All hydrostatic testing has been completed and passed. There is one segment along Colorado Boulevard from CR44 to CR42 that needs to be flushed and pass bacteriological testing. Once the tests have passed, the project will be substantially complete.
 - *Water Treatment Plant Expansion* – The design engineer has submitted the 60% design drawings for the plant expansion. Town Staff, the CMAR, and the Town’s Owners Representative have provided comments back to the design engineer. The design engineer and Town Staff are working on addressing comments as we progress forward with some early works packages and to the 90% design plans. Town Staff and the CMAR continue to work on schedule, budget, and a construction contract based on the 60% design.
 - *North Interceptor* – The contractor has completed the slab for the wet well and overflow vault. The overflow vault and wet well have passed wet testing. Mainline installation has started back up near the intersection of CR50 and Parish Avenue. Staff are continuing to work on easement acquisition to ensure all easements are in place for work to continue.
 - *Low Point Sewer Plant Expansion* – The Town has commissioned the new Membrane building and the new Headworks building. The contractor is working on decommissioning the old SBR basins and converting them into two new process basins. In addition, the contractor is wrapping up conversion of the old headworks into the new solids handling building. The new solids handling process is anticipated to be online in the first half of November. In addition, Operations Staff is continuing to train and operate the new equipment.
 - *Central Wastewater Treatment Plant* – Construction of the MBR basin and the secondary process basins is ongoing. Staff will continue to work with the contractor and design engineer throughout construction on permitting and

construction progress. The contractor is also nearing completion of the decommissioning of Lagoon #3 (the southwest lagoon).

- *State Highway 60 Waterline* – Through 2023 Town Staff will work with the design engineer on final alignment and obtaining all necessary easements, agreements, and permits. The design engineer has completed their survey and utility locates. The alignment is nearing completion as Town Staff is working on right of entry permits to conduct utility potholing to help complete the design.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 6, 2023
- SUBJECT:** 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
- PRESENTED BY:** Tyler Smith, Planner & Matt LeCerf, Town Manager
-

AGENDA ITEM DESCRIPTION:

Additional Information

This agenda item was initially held on September 18, 2023 as part of a Public Hearing. Following closure of the meeting, Council made conditions upon the items approval. This item is being presented with the formal conditions made by Council to ratify the decision for the Preliminary Subdivision Plat and Development Plan for Revere North Subdivision at the last regular meeting. No changes to this TAC have been made below this notation.

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

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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)

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 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, CONSISTING OF APPROXIMATELY 309.458 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 (USA) Real Estate Group Inc., a Delaware corporation, submitted an application to the Town for approval of a Preliminary Plat and Preliminary Development Plan for the Revere North Subdivision, being a parcel of land situated in the Southeast Quarter of Section 35 and the Southwest Quarter of Section 36, Township 5 North, Range 68 West of the 6th p.m., Town of Johnstown, County of Larimer, State of Colorado, consisting of approximately 309.458 acres; and

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, subject to the conditions set forth below, 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, subject to the conditions set forth below.

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 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, consisting of approximately 309.458 acres, attached here to and incorporated herein by reference at Exhibit A, is hereby approved, subject to the conditions set forth in Section 3 below.

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, subject to the conditions set forth in Section 3 below.

Section 3. Conditions of Approval: The Preliminary Plat and Preliminary Development Plan are approved subject to the following conditions:

1. The height of the residential homes along the portions of Red Poppy Street, Bitterroot Street, Beeplant Street and Crown Sparrow Street that are adjacent to the real property owned by the Mario and Janice D. Herrera Revocable Trust (“Herrera Property”) shall be minimized;
2. The residential homes that are adjacent to the Herrera Property shall be less dense;
3. The access on Grassland Drive shall be improved to minimize interference with the real properties located on the south side of Veterans Parkway;
4. The applicant, or its successor, shall enter into an agreement with the Harry Lateral Ditch Company related to the crossing of the Harry Lateral Ditch; and
5. There shall be a minimum of sixty (60) feet of open space between the real property owned by Laura W. Chase and the east side of the development.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Preliminary Plat and have it properly recorded at the Office of the Larimer County Clerk and Recorder.

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

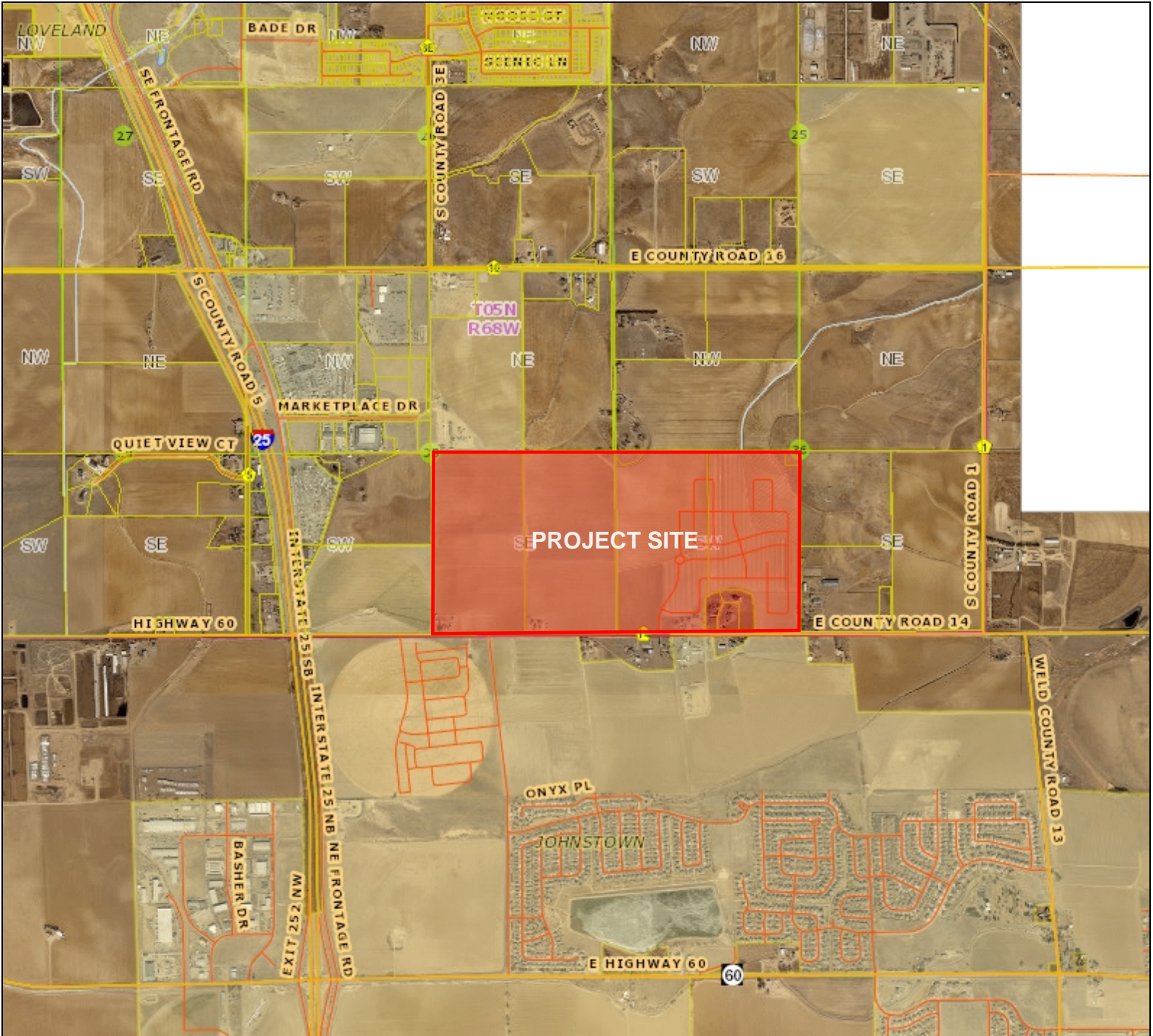
ATTEST:














TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor


Larimer County Web Map



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



Date Prepared: 8/9/2023 3:09:19 PM

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.

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 206.85 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;

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: _____

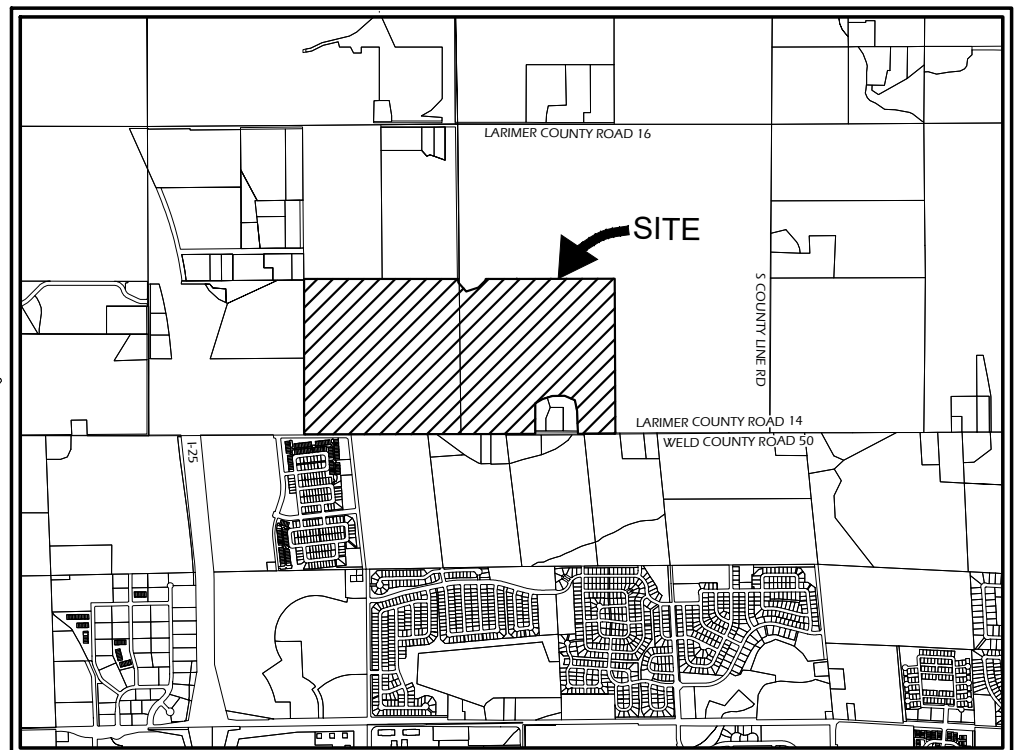
TITLE: _____

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

SHEET NO.	SHEET TITLE
1	COVER
2	OVERALL
3	LOT DETAILS
4	LOT DETAILS
5	LOT DETAILS
6	LOT DETAILS
7	LOT DETAILS
8	LOT DETAILS
9	LOT DETAILS
10	LOT DETAILS
11	EASEMENT DETAILS

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	66,026	1.516
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			1,312,580	30.133

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%

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.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3. 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.

4. 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.

5. 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.

6. 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 08069C1405G WITH A MAP REVISED DATE OF JANUARY 15, 2021.

7. 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.

8. 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.)

9. 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.

10. 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.

11. 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.

12. 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.

13. 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

14. A DRAINAGE EASEMENT IS HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT D AND E.

15. EMERGENCY ACCESS EASEMENTS ARE HEREBY GRANTED OVER THE ENTIRETY OF OUTLOT A, OUTLOT B, AND OUTLOT C.

16. PEDESTRIAN ACCESS EASEMENTS SHOWN HEREON ARE HEREBY GRANTED FOR PUBLIC PEDESTRIAN ACCESS.

17. 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.

18. 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

Item #16

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com

No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
Revision Type:																			
Rev. Date:																			
Designed:	DSB																		
Prepared:	JAV																		
Approved:	DSB																		
Job No.:	1060-08																		
Scale Horiz.:	N/A																		
Sheet:	1 of 11																		
Date:	FEBRUARY 8, 2023																		

REVERE NORTH FILING NO. 1

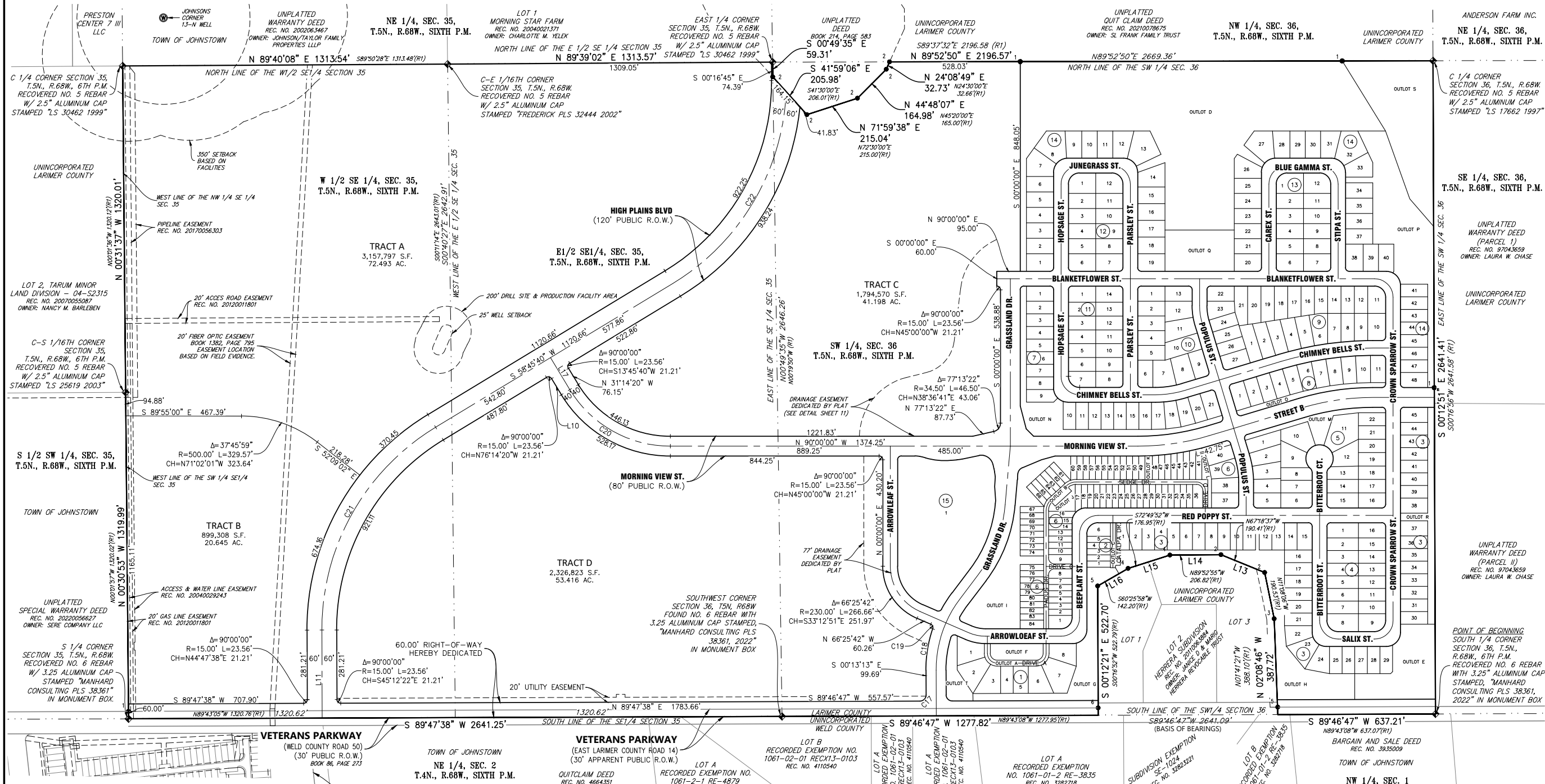
TOWN OF JOHNSTOWN, COLORADO

PRELIMINARY PLAT

1 OF 11

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

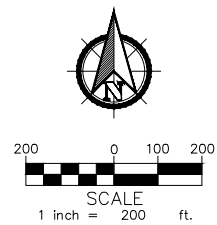
- ◆ RECOVERED SECTION CORNER AS NOTED HEREON
- 1. RECOVERED NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "COLO PLS 16847"
- 2. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPED "PLS 32444"
- 3. RECOVERED NO. 4 REBAR WITH 1" YELLOW PLASTIC CAP STAMPING ILLEGIBLE
- 4. RECOVERED NO. 5 REBAR WITH 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 60°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
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

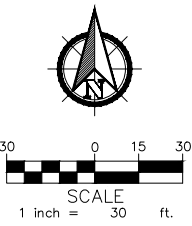
Designed: DSB
 Prepared: XXX
 Approved: DSB
 Job No.: 1060-08
 Scale Horiz: N/A
 Sheet: 2 of 12
 Date: FEBRUARY 8, 2023

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com



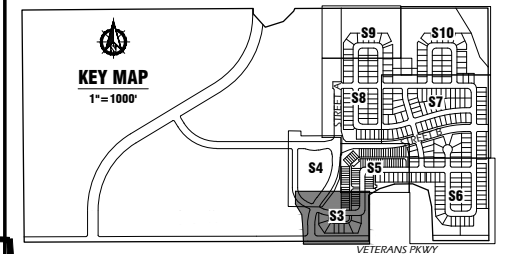
REVERE NORTH FILING NO. 1

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
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Revision Type: _____

Job No.: 1060-08
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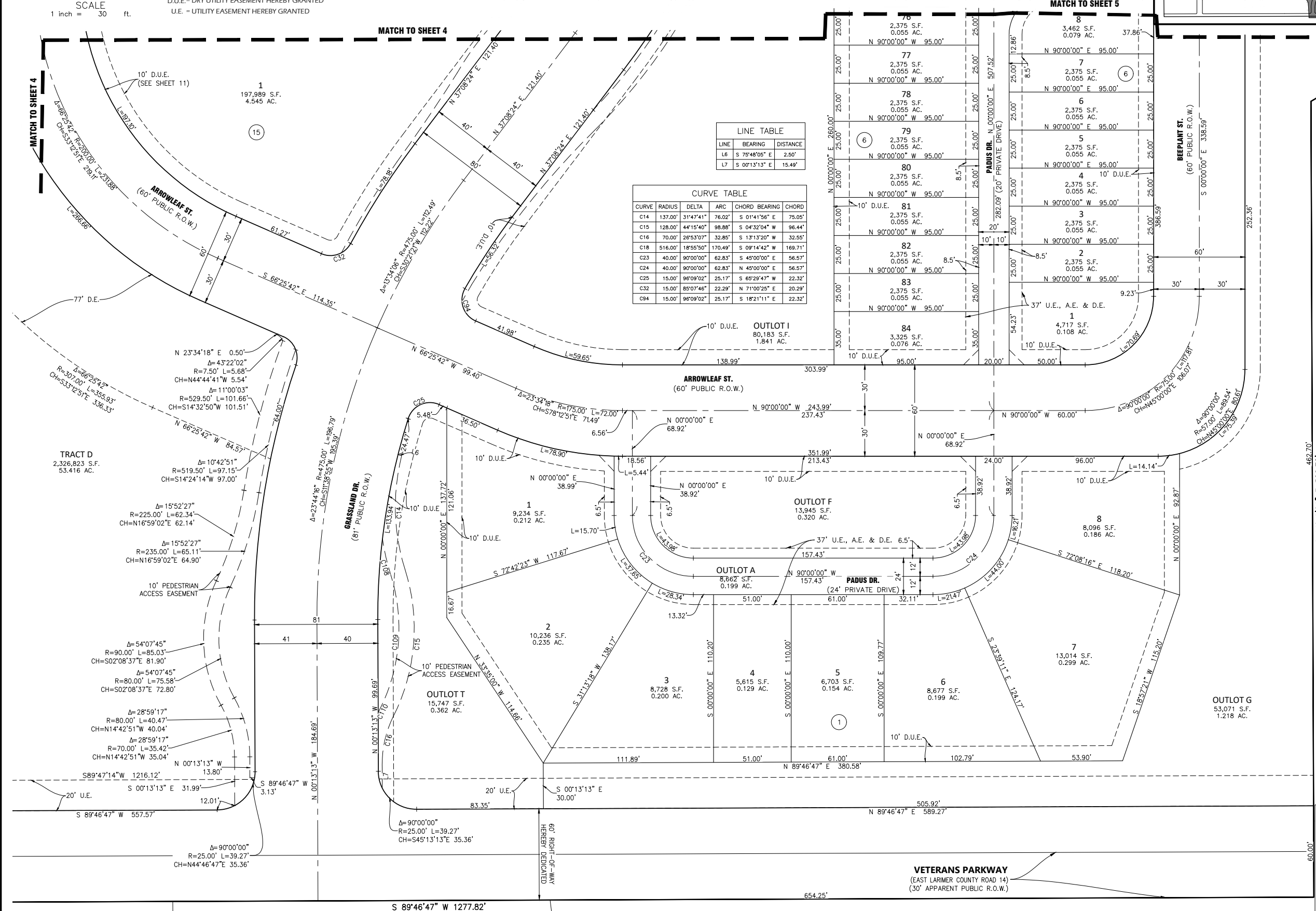
Designed: DSB
Prepared: JAV
Approved: DSB

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

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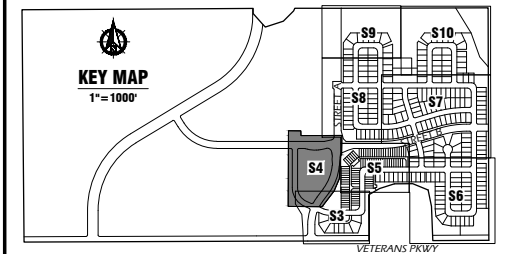
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No. 3

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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



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Designed: DSB
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A

Sheet: 4 of 11
Date: FEBRUARY 8, 2023

LEGEND

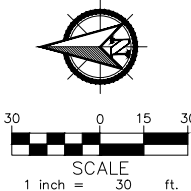
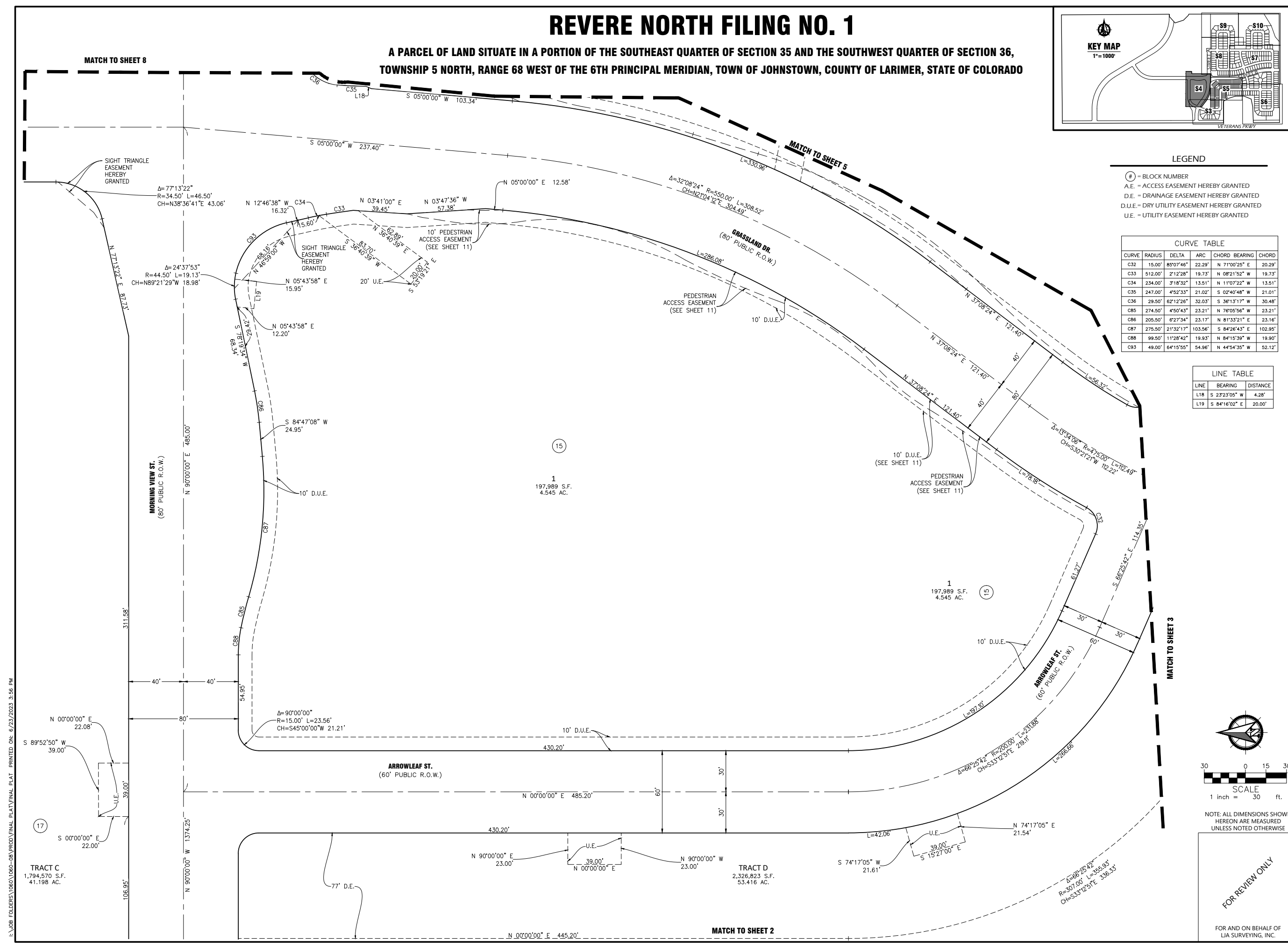
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CURVE TABLE

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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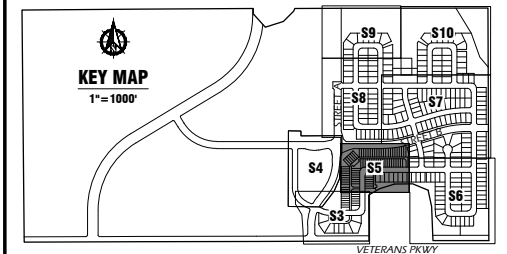
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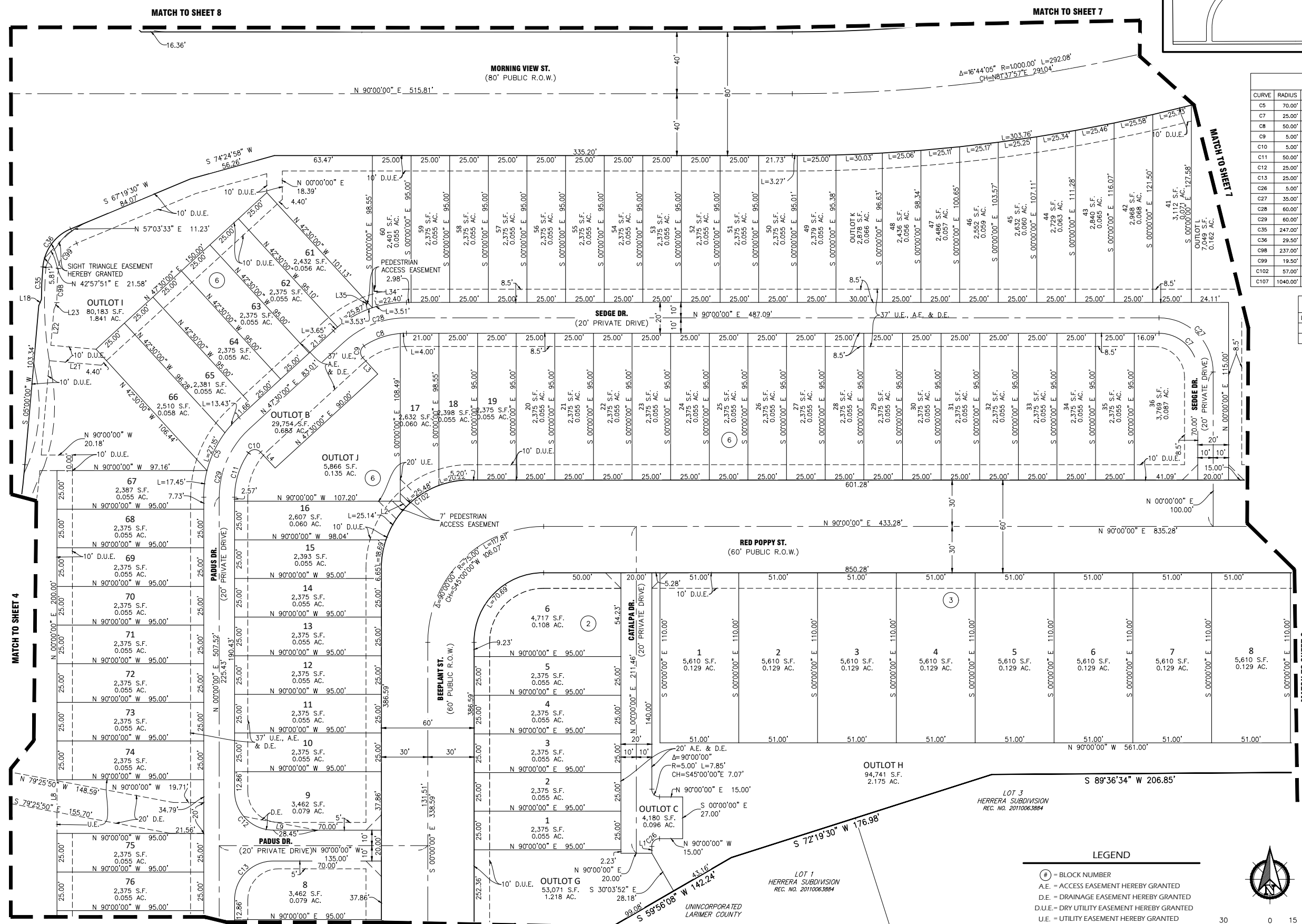
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TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



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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'

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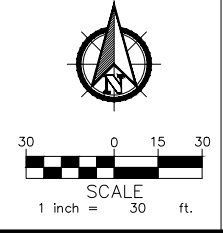
No.	Rev. Date	Revision Type
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Designed: DSR
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 5 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
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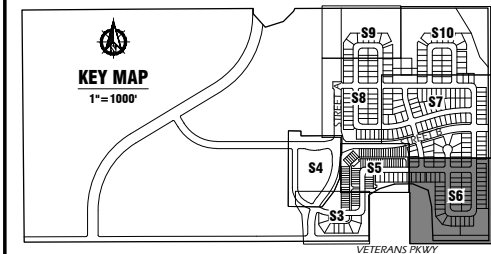
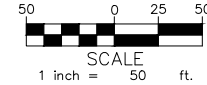
No.	Rev. Date	Revision Type
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Scale Horiz: N/A
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Sheet: 6 of 11
Approved: DSB

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TOWN OF JOHNSTOWN, COLORADO
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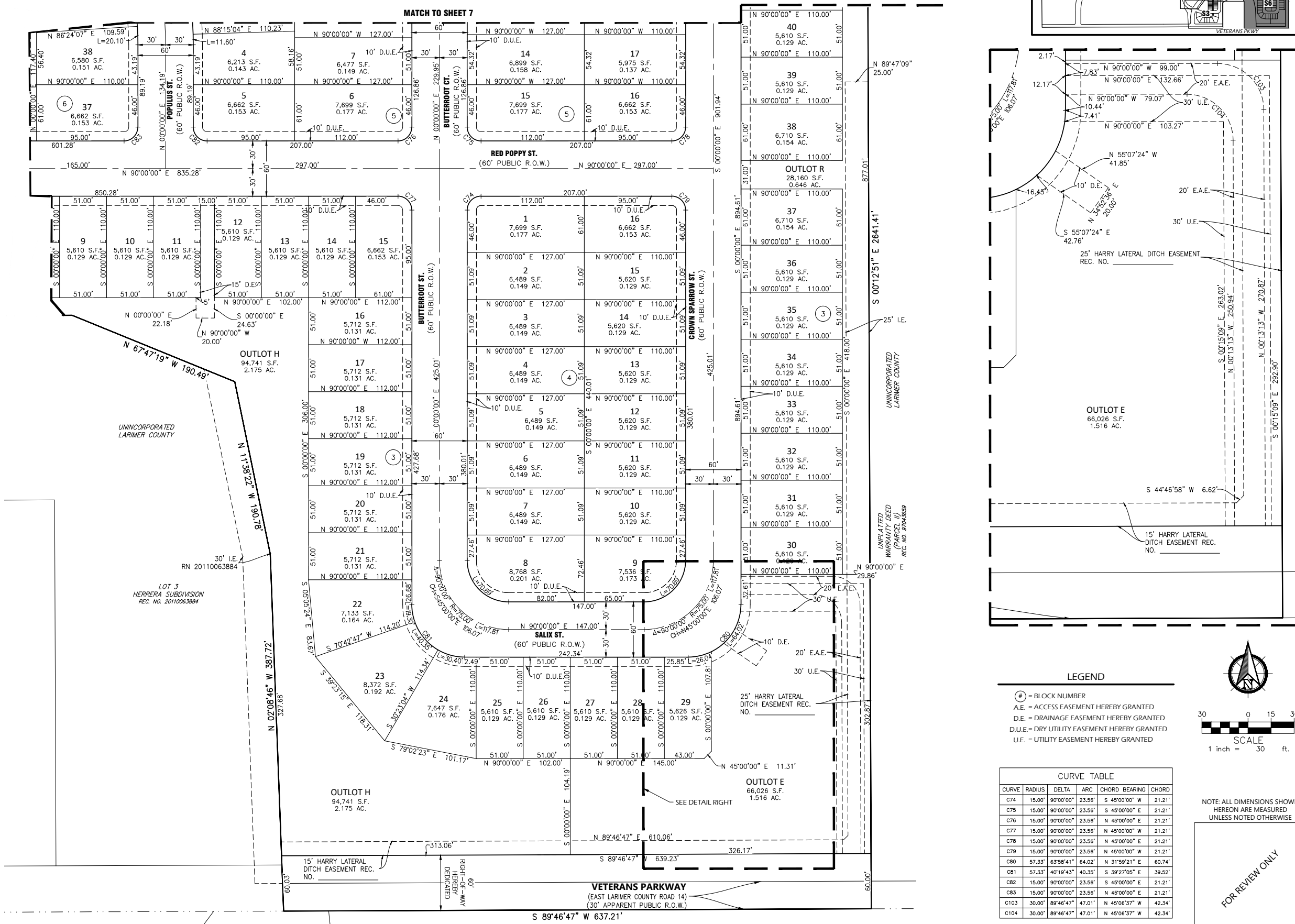
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MATCH TO SHEET 5

MATCH TO SHEET 7

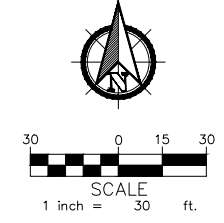


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CURVE TABLE

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'



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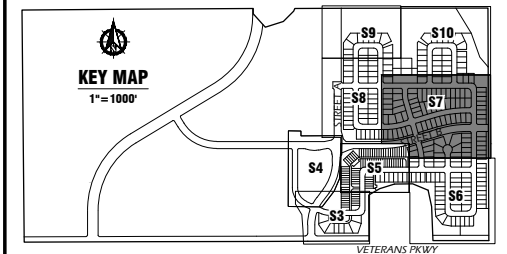
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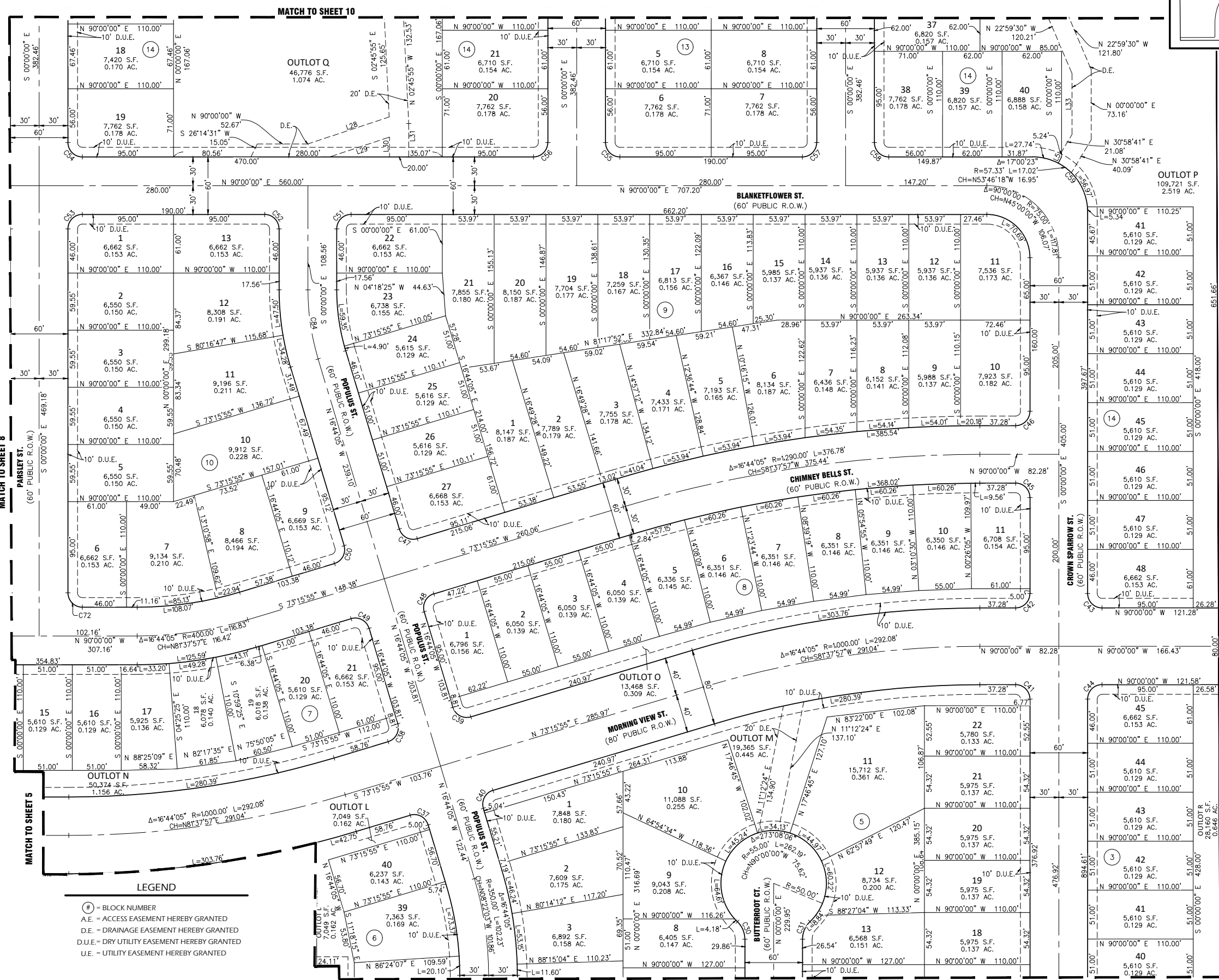
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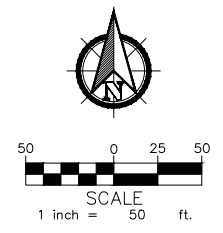


CURVE TABLE

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" E	21.21'
C44	15.00'	90°00'00"	23.56'	S 45°00'00" W	21.21'
C45	15.00'	90°00'00"	23.56'	S 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'
C56	15.00'	90°00'00"	23.56'	N 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 TABLE

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. 9704869

UNINCORPORATED LARIMER COUNTY

UNPLATTED WARRANTY DEED (PARCEL II)
REC. NO. 9704869

DESIGNED: JAV
PREPARED: JAV
APPROVED: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 7 of 11
Date: FEBRUARY 8, 2023

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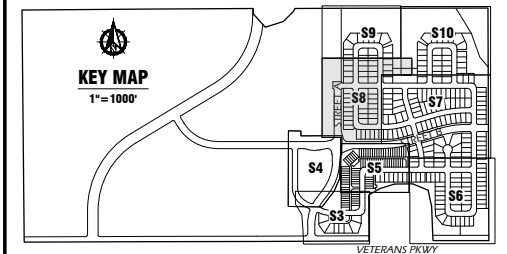
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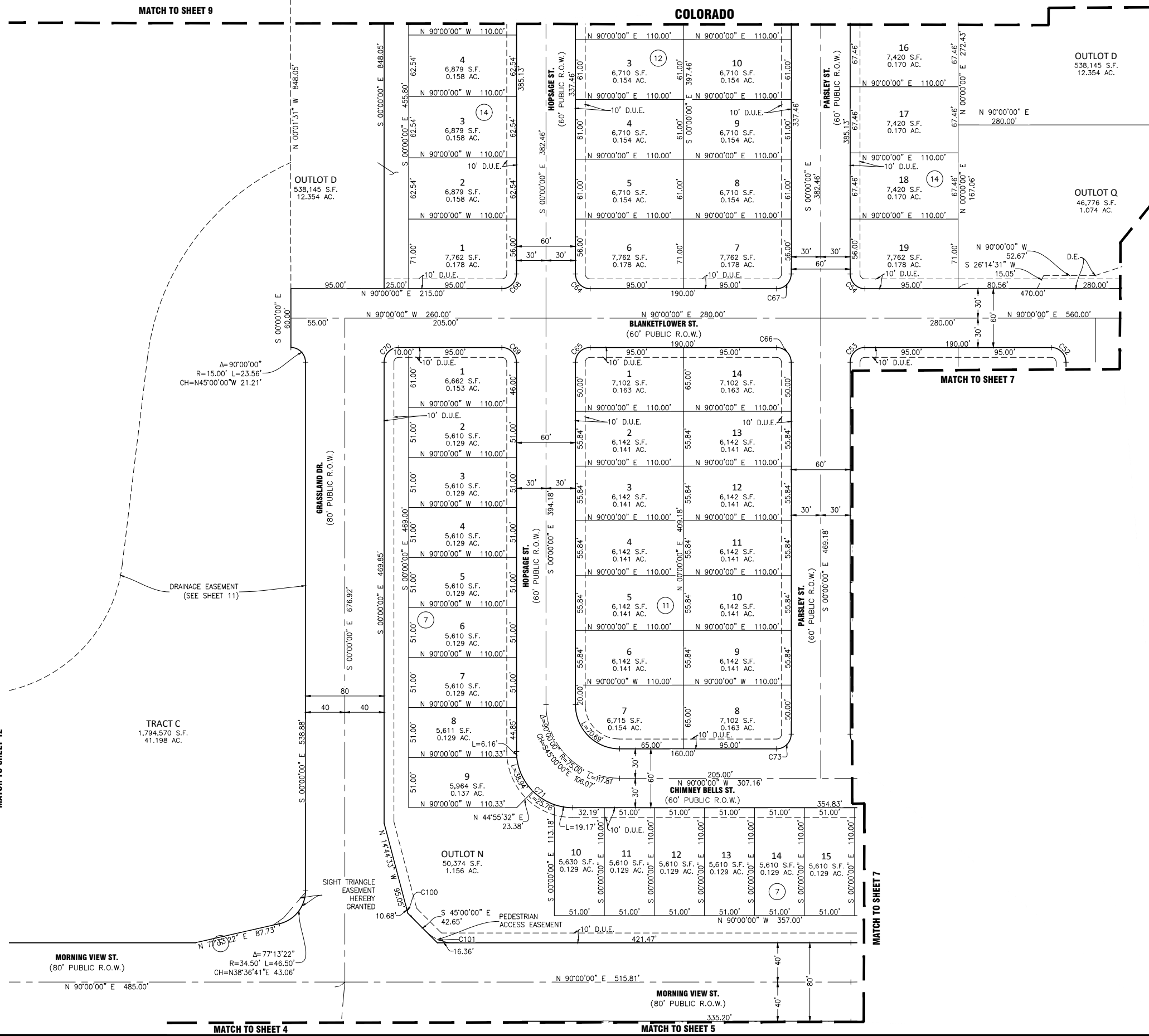
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CURVE TABLE

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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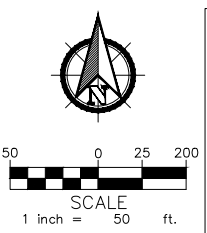
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Designed: DSB
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A

Sheet: 8 of 11
Date: FEBRUARY 8, 2023

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
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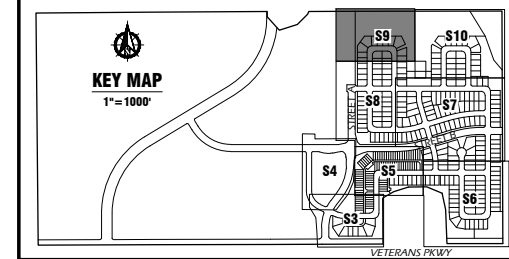
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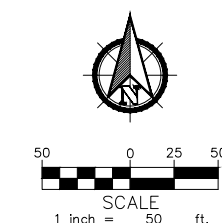
No.	Rev. Date	Revision Type
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Designed: DSB	Job No.: 1060-08	Sheet: 9 of 11
Prepared: JAV	Scale Horiz: N/A	Date: FEBRUARY 8, 2023
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- A.E. = ACCESS EASEMENT HEREBY GRANTED
- D.E. = DRAINAGE EASEMENT HEREBY GRANTED
- D.U.E. = DRY UTILITY EASEMENT HEREBY GRANTED
- U.E. = UTILITY EASEMENT HEREBY GRANTED

CURVE TA			
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 UNLESS NOTED OTHERWISE

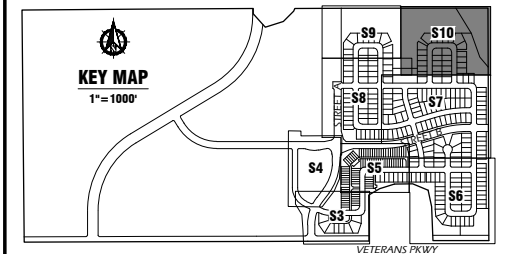
FOR REVIEW ONLY

REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

I:\JOB FOLDERS\1060-08\PROJ\FINAL PLAT\FINAL PLAT PRINTED ON: 6/23/2023 4:01 PM

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

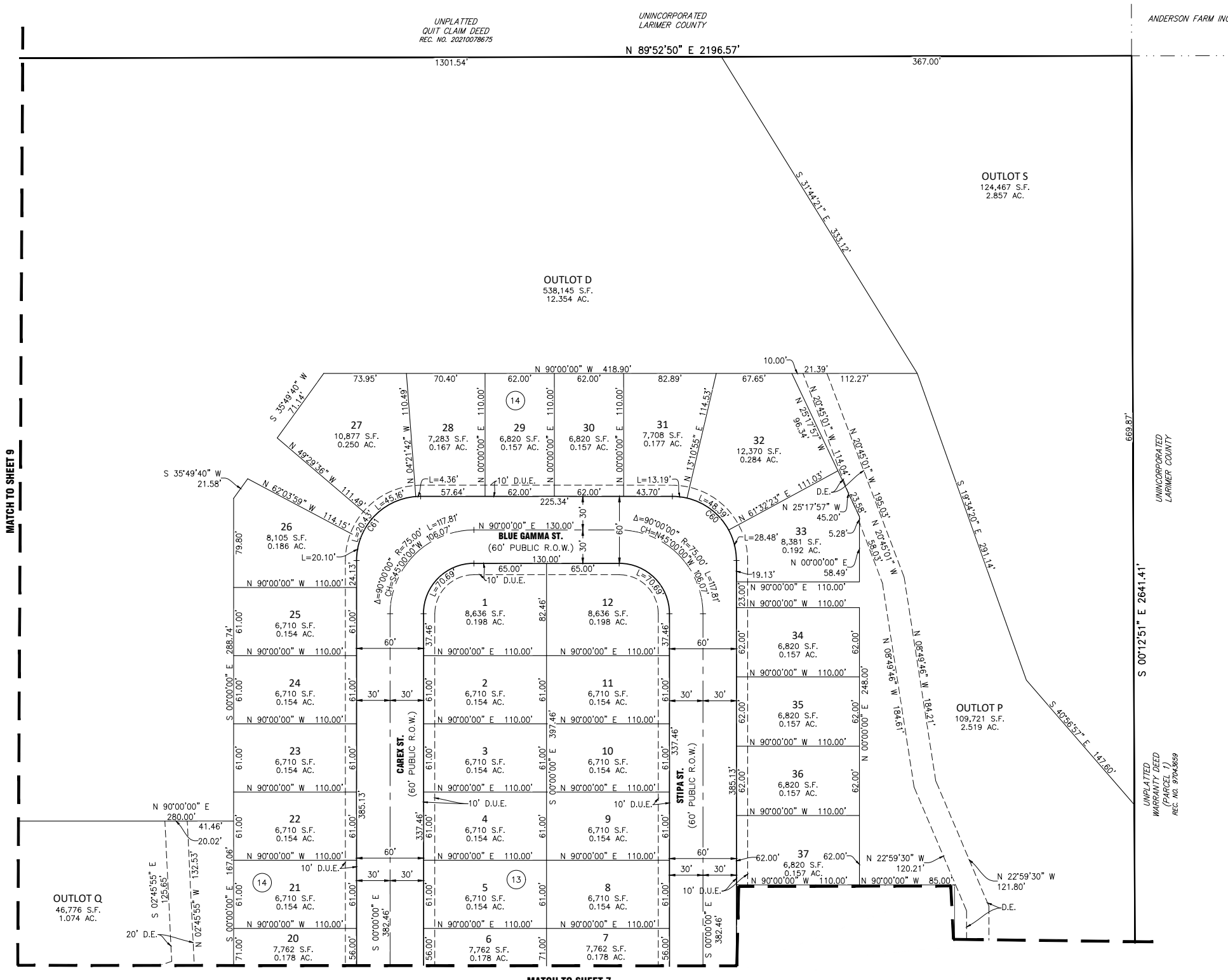


Item #16

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
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 QUIT CLAIM DEED REC. NO. 20210078675

1765 W. 121st Avenue
Suite 300
Westminster, CO 80234
303-421-4224 • www.lja.com

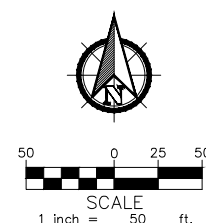
No.	Rev. Date	Revision Type
1		
2		
3		
4		
5		
6		

Designed: DSB
Prepared: JAV
Approved: DSB

Job No.: 1060-08
Scale Horiz: N/A
Sheet: 10 of 11
Date: FEBRUARY 8, 2023

MATCH TO SHEET 9

MATCH TO SHEET 7



NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

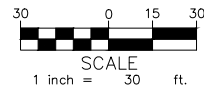
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REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

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REVERE NORTH FILING NO. 1

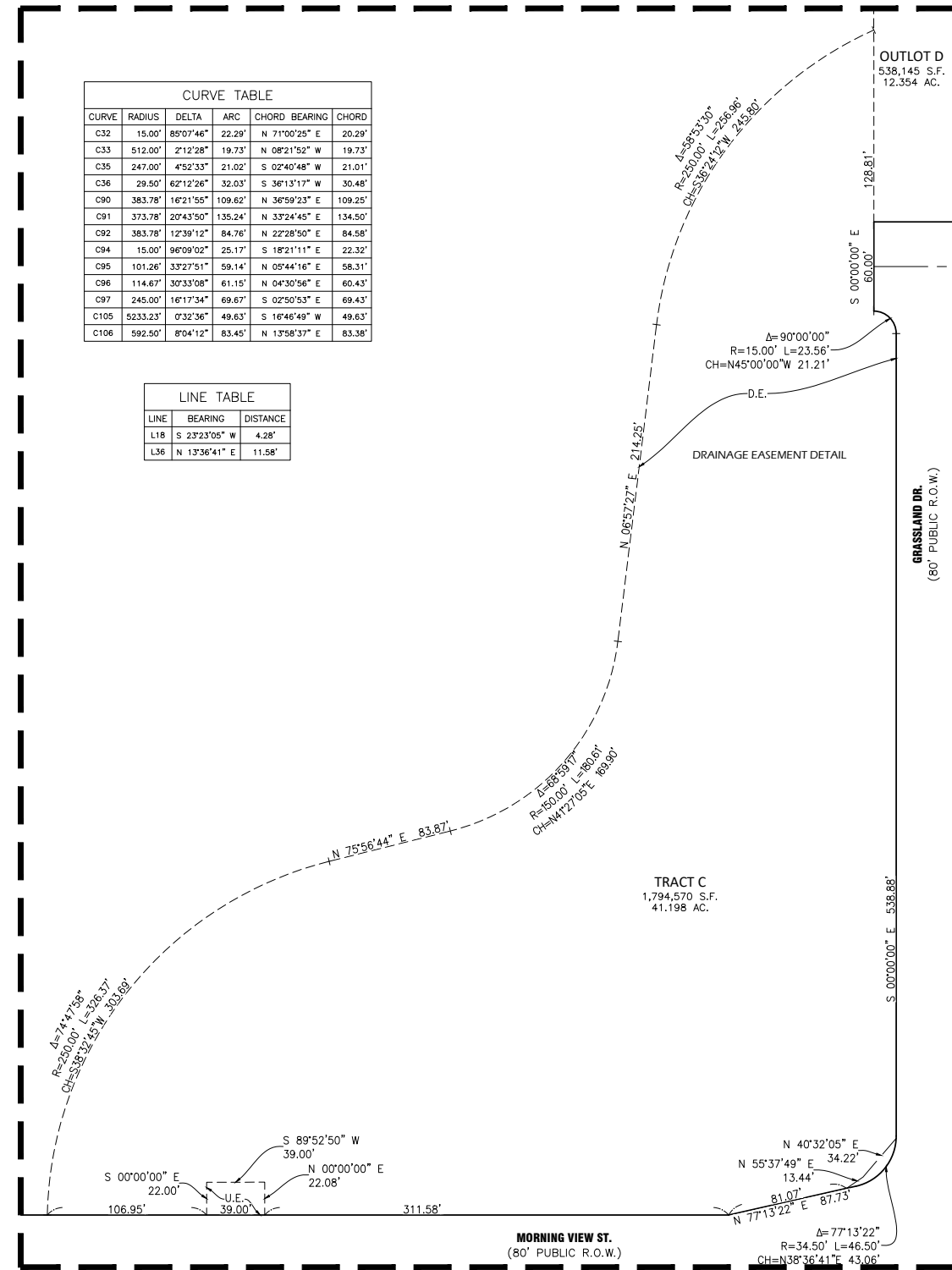
A PARCEL OF LAND SITUATE IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 35 AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF LARIMER, STATE OF COLORADO



LEGEND

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- 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

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 33°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'



REVERE NORTH FILING NO. 1
TOWN OF JOHNSTOWN, COLORADO
PRELIMINARY PLAT

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: 11 of 11
 Date: FEBRUARY 8, 2023

NOTE: ALL DIMENSIONS SHOWN HEREON ARE MEASURED UNLESS NOTED OTHERWISE

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FOR AND ON BEHALF OF LJA SURVEYING, INC.

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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #16

Know what's below.
Call before you dig.



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

COVER

SHEET NUMBER

C.0

SHEET 1 OF 36

197

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 DESCRIBED IN BOOK 214 AT PAGE 583, IN THE RECORDS OF THE LARIMER COUNTY CLERK AND RECORDER'S OFFICE;

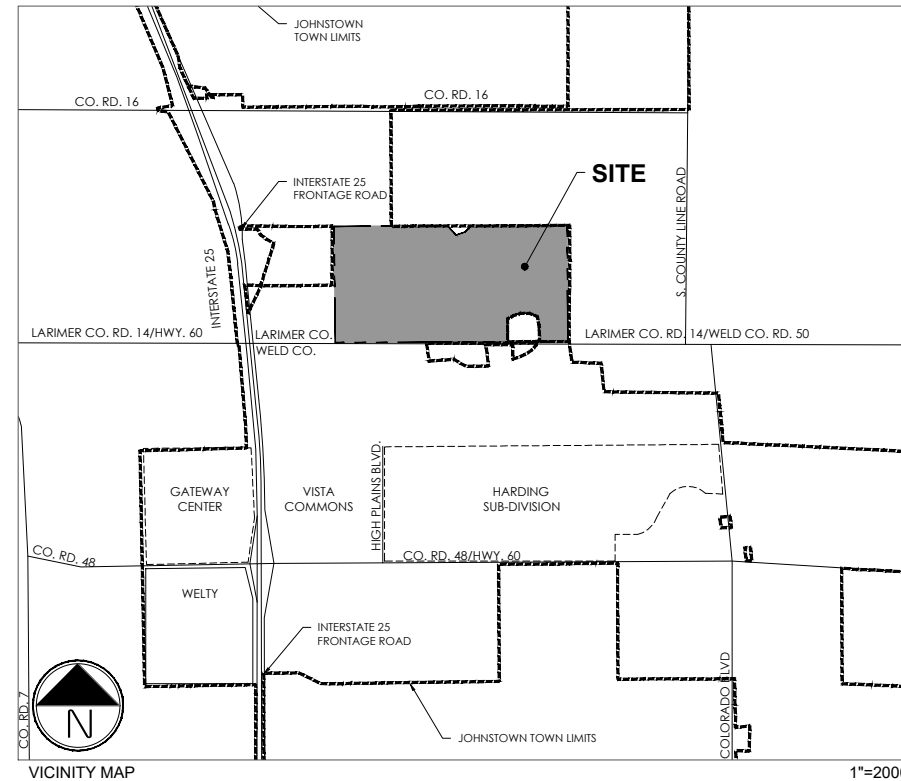
THENCE ALONG THE WESTERLY, SOUTHERLY AND EASTERLY BOUNDARIES OF SAID PROPERTY THE FOLLOWING FIVE (5) COURSES:

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

JIM HAYES
FORESTAR REAL ESTATE GROUP INC
188 INVERNESS DRIVE WEST
SUITE 420
ENGLEWOOD, CO 80112
303-754-3290
JamesHayes@Forestar.com

ENGINEER

KEVIN LOVELACE
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1765 WEST 121ST AVENUE
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klovelace@lja.com

PLANNER

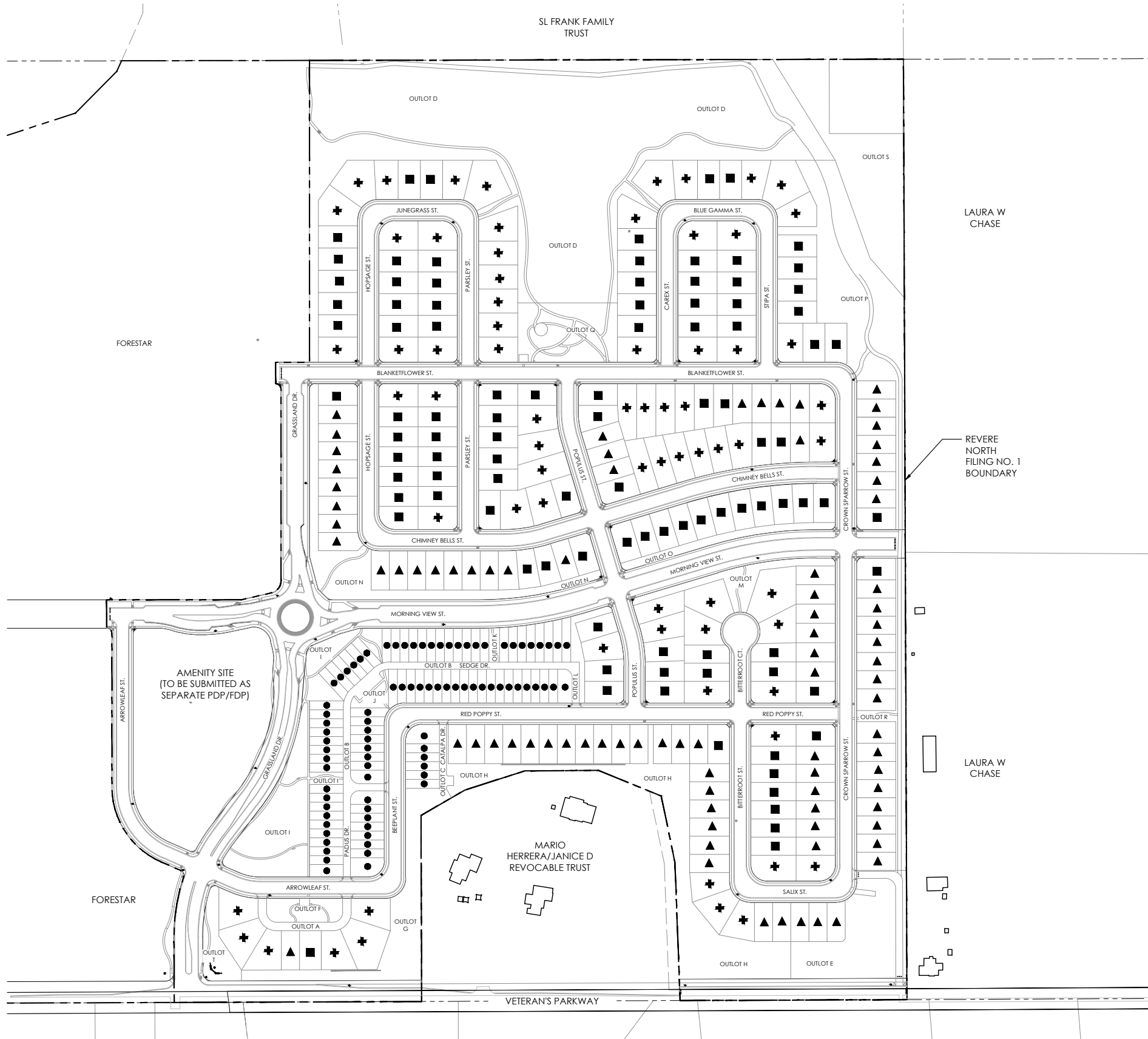
JEFF MARCK
TERRACINA DESIGN
10200 E. GIRARD AVENUE
BLDG. A, SUITE 314
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303-632-8867
jmarck@terracinadesign.com

SURVEYOR

DEREK BROWN
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WESTMINSTER, CO 80234
303-421-4224
debrown@ljasurvey.com

NOT FOR CONSTRUCTION

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.



NOT FOR CONSTRUCTION

p:\forestar\great plains village\revere north filing 1\cad\submittals\pdp_submittal #5-06-23-2023\exhibits.dwg

REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #16

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

LOT TYPICALS

SHEET NUMBER

C.2

SHEET 3 OF 36

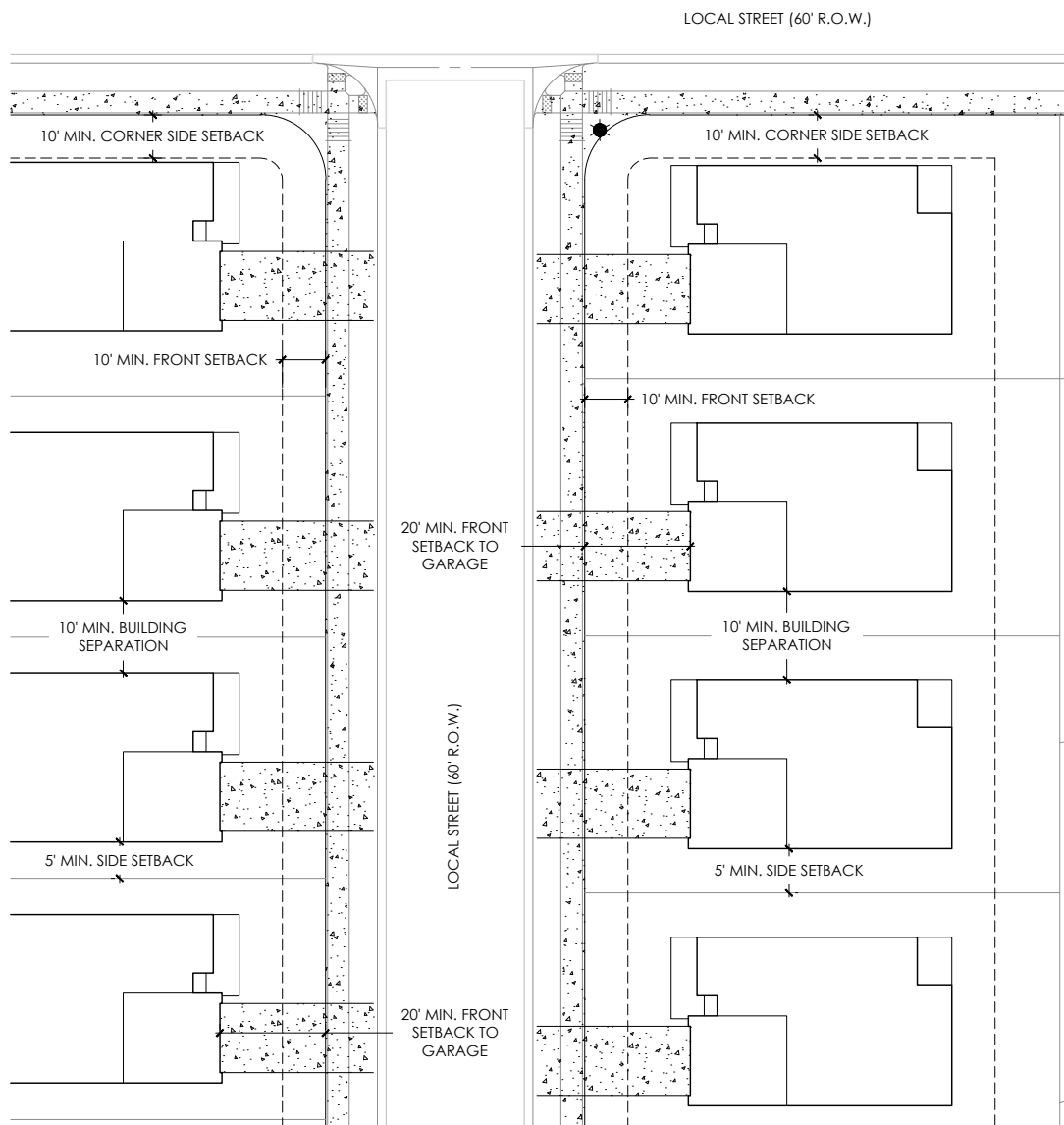


EXHIBIT A - SINGLE FAMILY DETACHED LOT TYPICAL

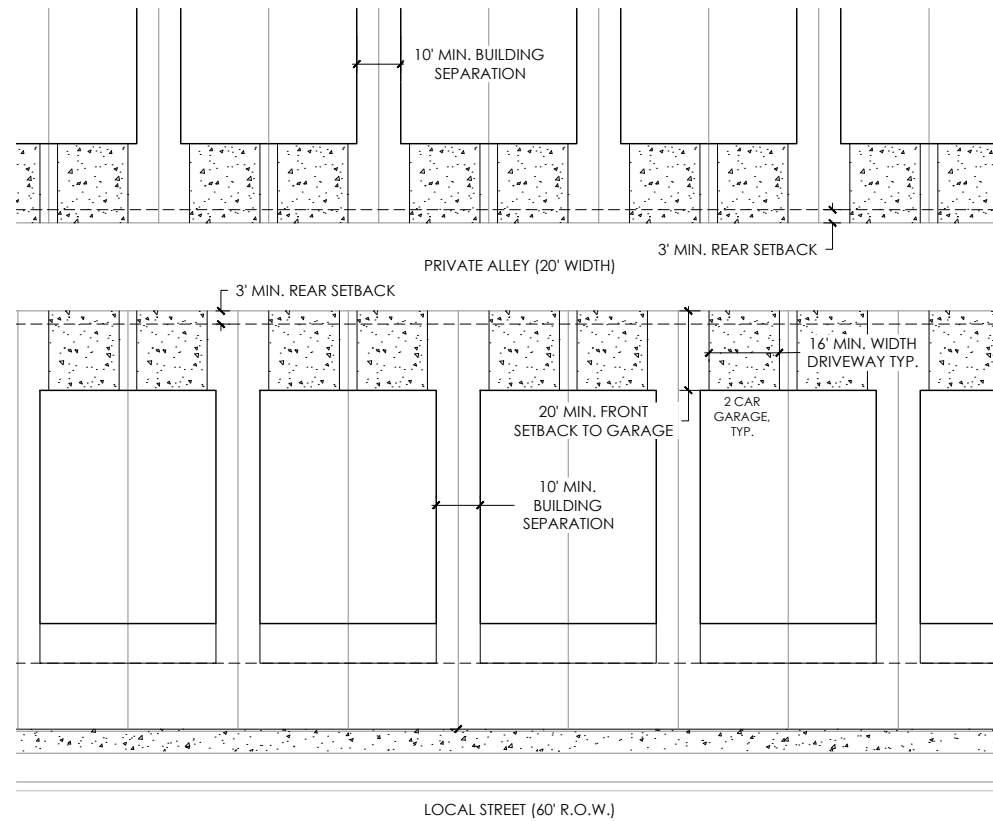
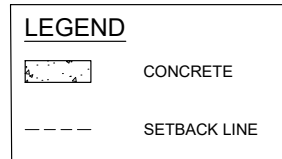


EXHIBIT B - SINGLE FAMILY ATTACHED ALLEY-LOADED LOT TYPICAL

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'

*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.

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.)

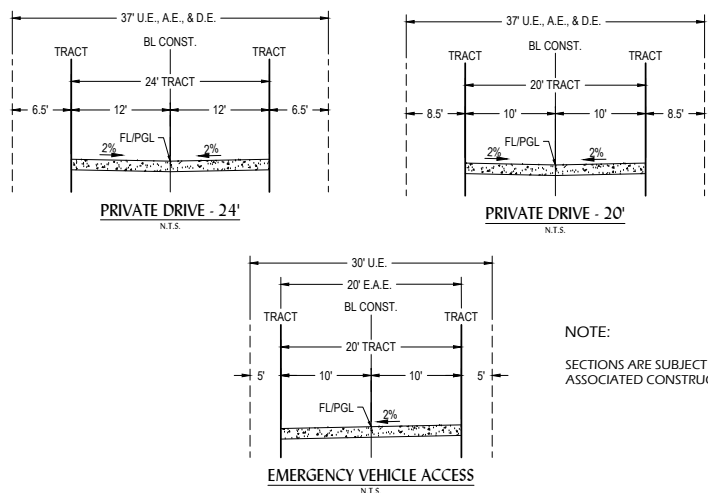


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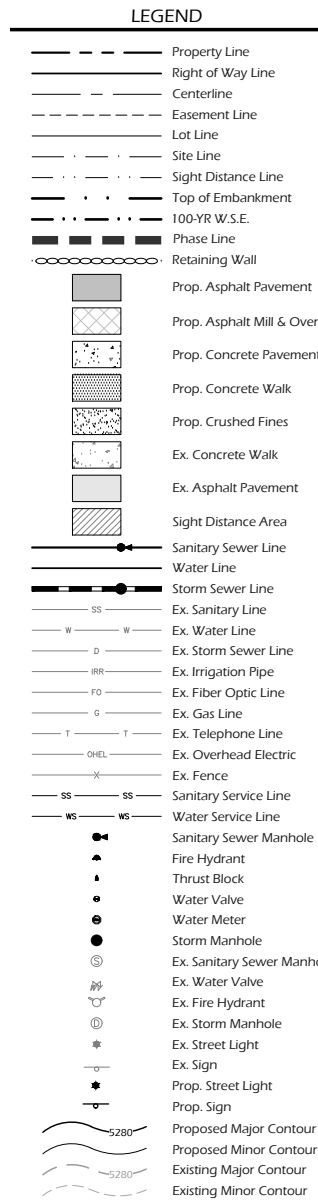
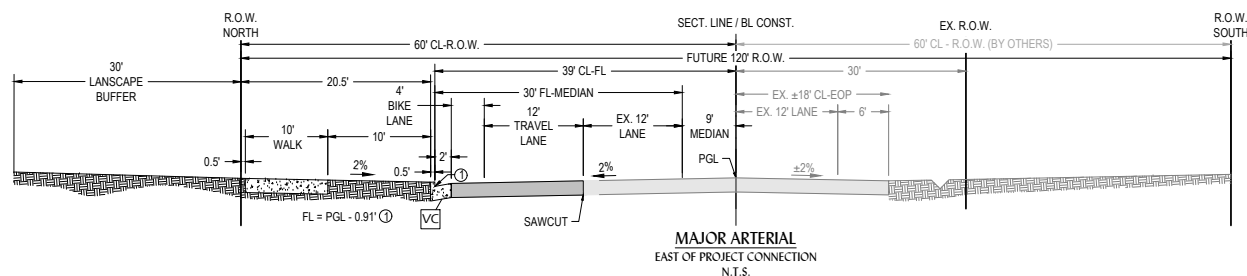
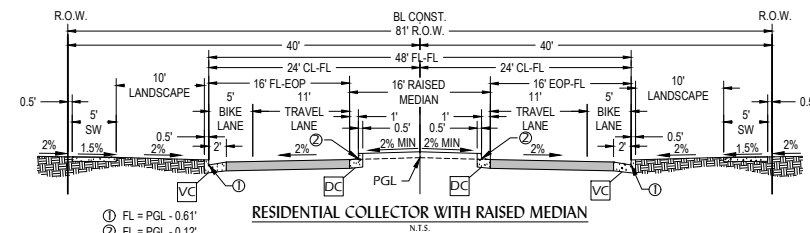
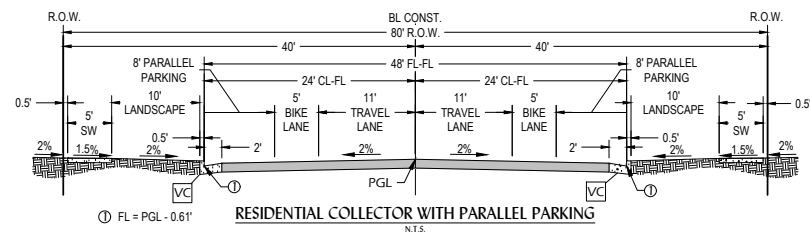
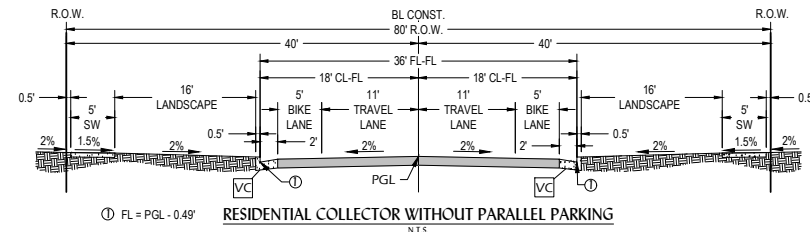
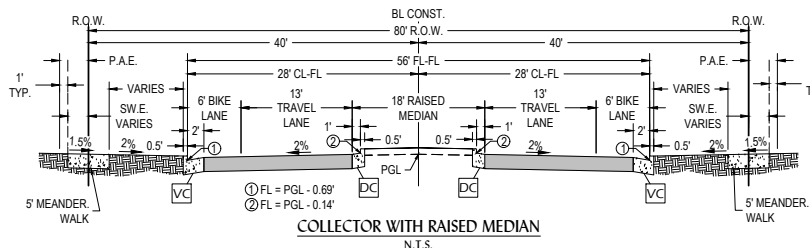
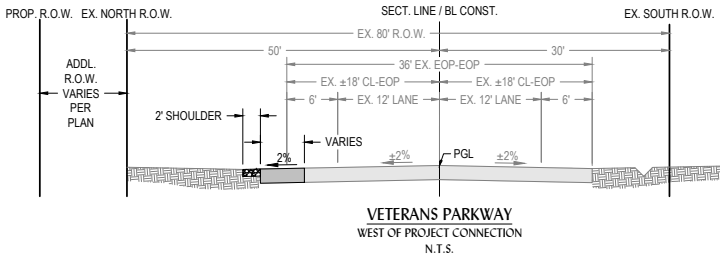
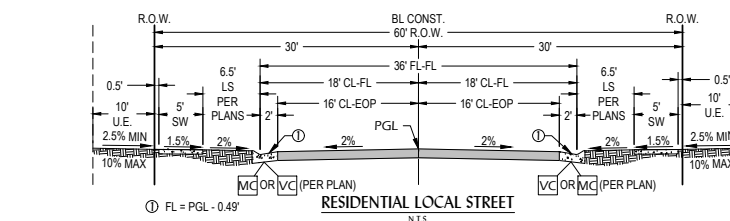


NOT FOR CONSTRUCTION

REVERE NORTH FILING NO. 1 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



NOTE:
SECTIONS ARE SUBJECT TO TOWN APPROVAL VIA ASSOCIATED CONSTRUCTION DOCUMENT REVIEW



GENERAL ABBREVIATIONS	
A.E.	ACCESS EASEMENT
BKL	BIKE LANE
BL CONST	BASELINE OF CONSTRUCTION
BS	BOTTOM ELEVATION OF RISE BY SEPARATE INSTRUMENT
B.S.I.	BOTTOM ELEVATION OF RISE 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.	PREPARED
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.	TRANSITION
T.R.E.	TRANSPORTATION EASEMENT
UD	TOP ELEVATION OF RISER
UNDERDRAIN	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

Item #16
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terraco design
 10200 E. Grand Ave., A-314
 Denver, CO 80231
 ph: 303.532.8867

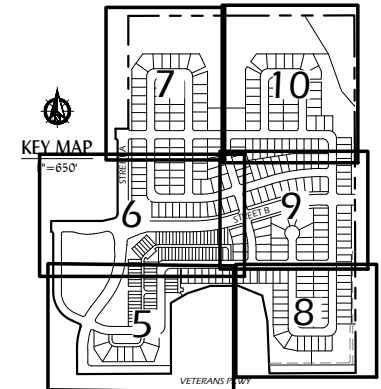
 LJA ENGINEERING

PROJECT NAME

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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REVERE NORTH FILING NO. 1
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TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-23-2023

REVISION DATE:

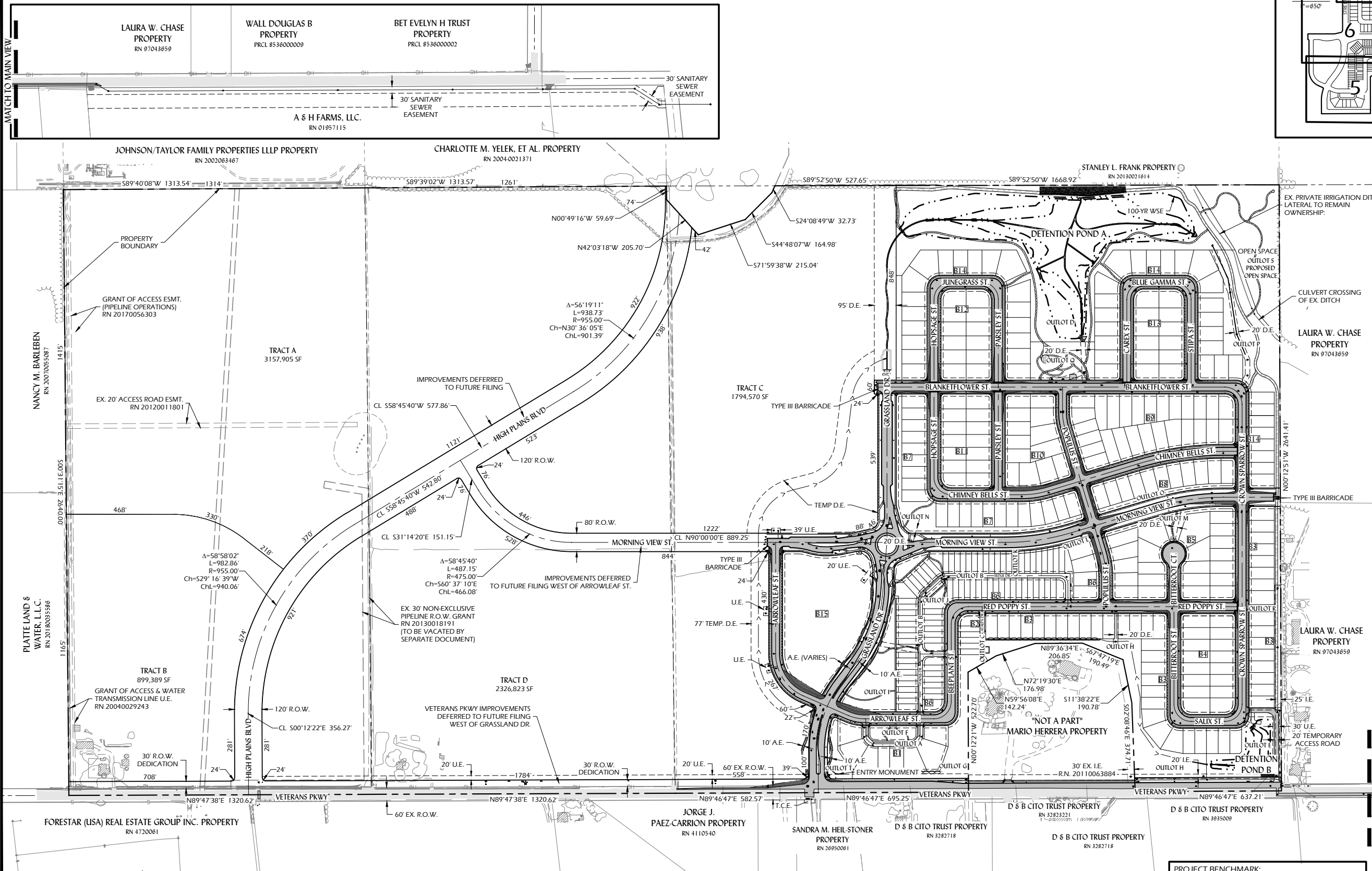
SHEET TITLE

OVERALL PLAN

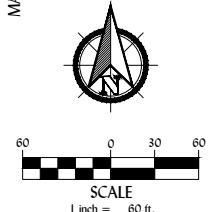
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C.4

SHEET 5 OF 36

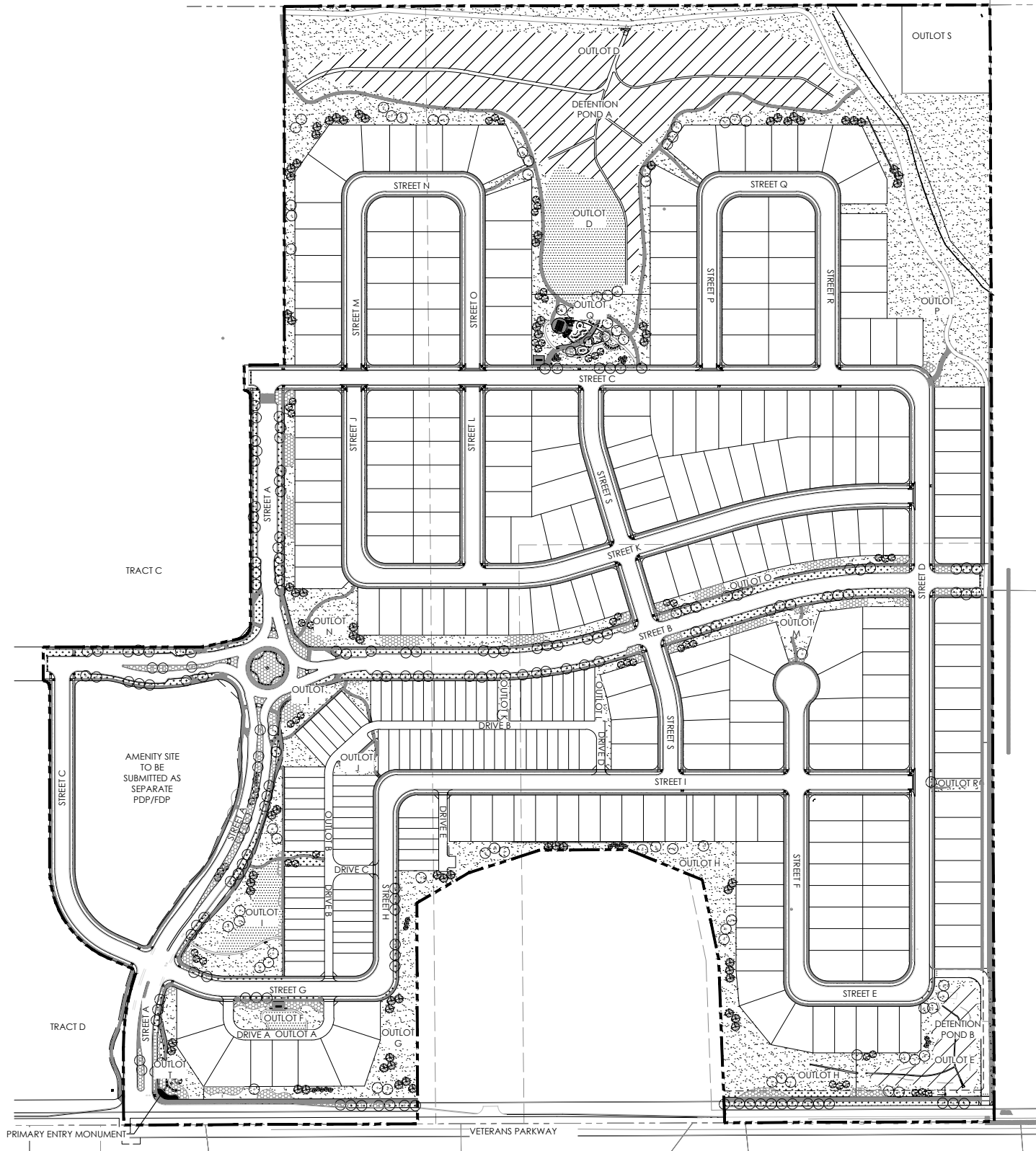


PROJECT BENCHMARK:
NGS CONTROL POINT "JOHNSON BEING A" STEEL ROD SET IN LOGO MONUMENT BOX LOCATED IN FRONT OF LAZY BOY'S RV IN JOHNSON'S CORNER, WEST OF THE FRONTAGE ROAD, 550 FEET NORTH OF THE INTERSECTION OF THE FRONTAGE ROAD AND MARKETPLACE DRIVE.
DATUM ELEV. = 5000.64 (NAVD88)

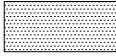
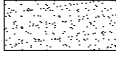
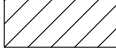









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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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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 TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

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SHEET TITLE

**OVERALL
LANDSCAPE PLANS**

SHEET NUMBER

L.1

SHEET 12 OF 36

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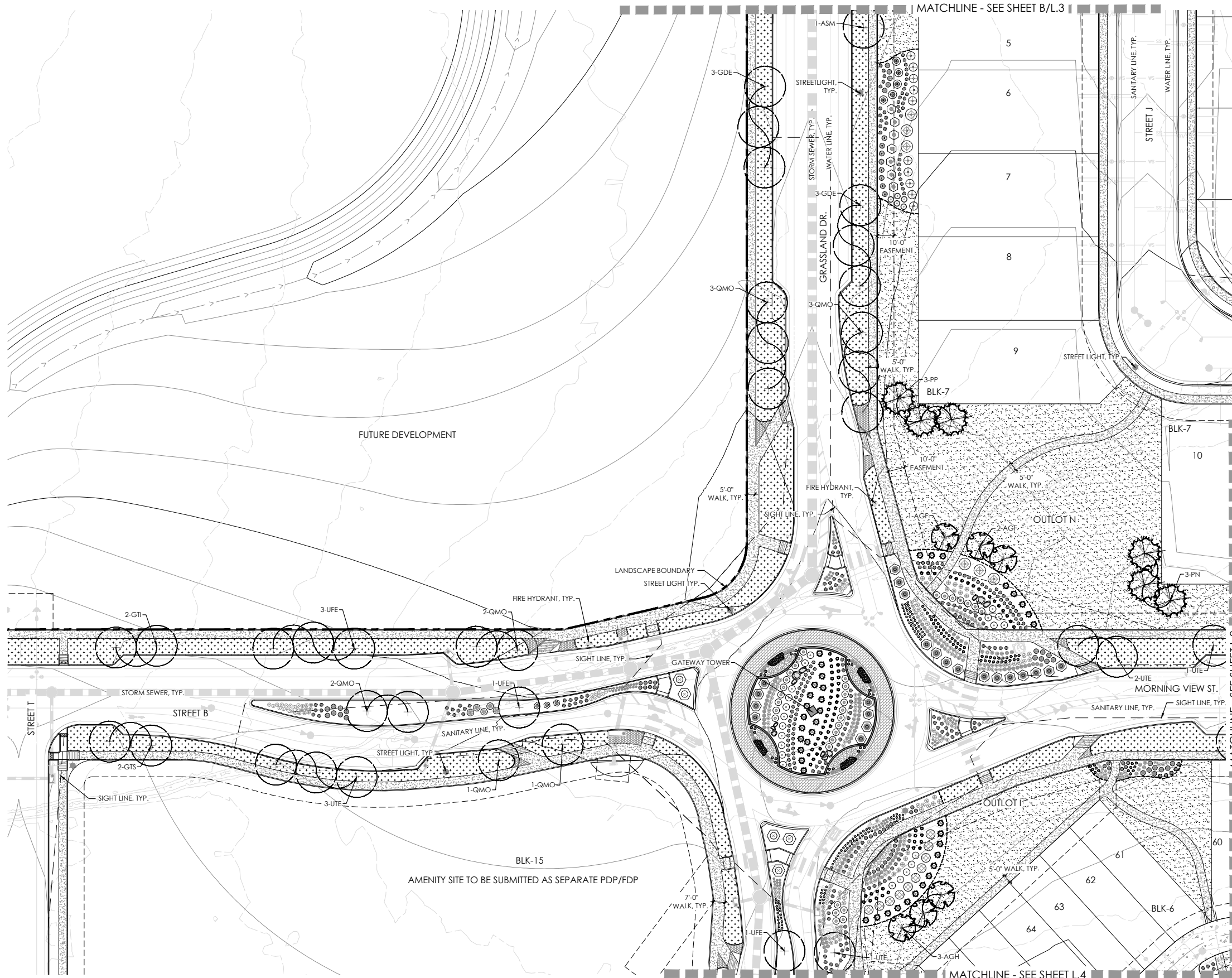


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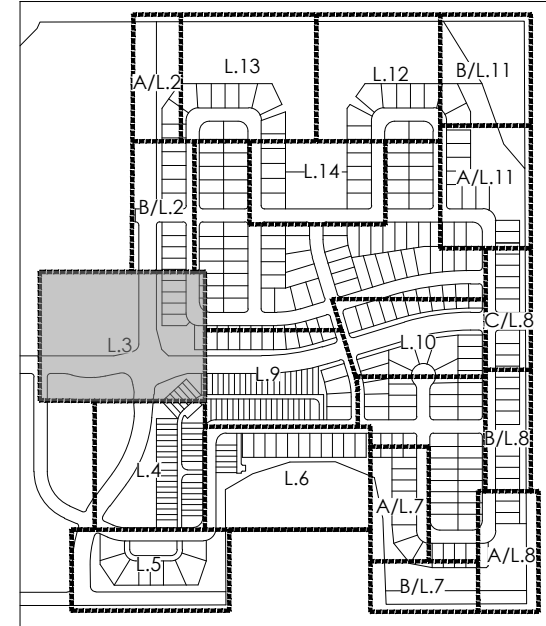


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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES



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PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

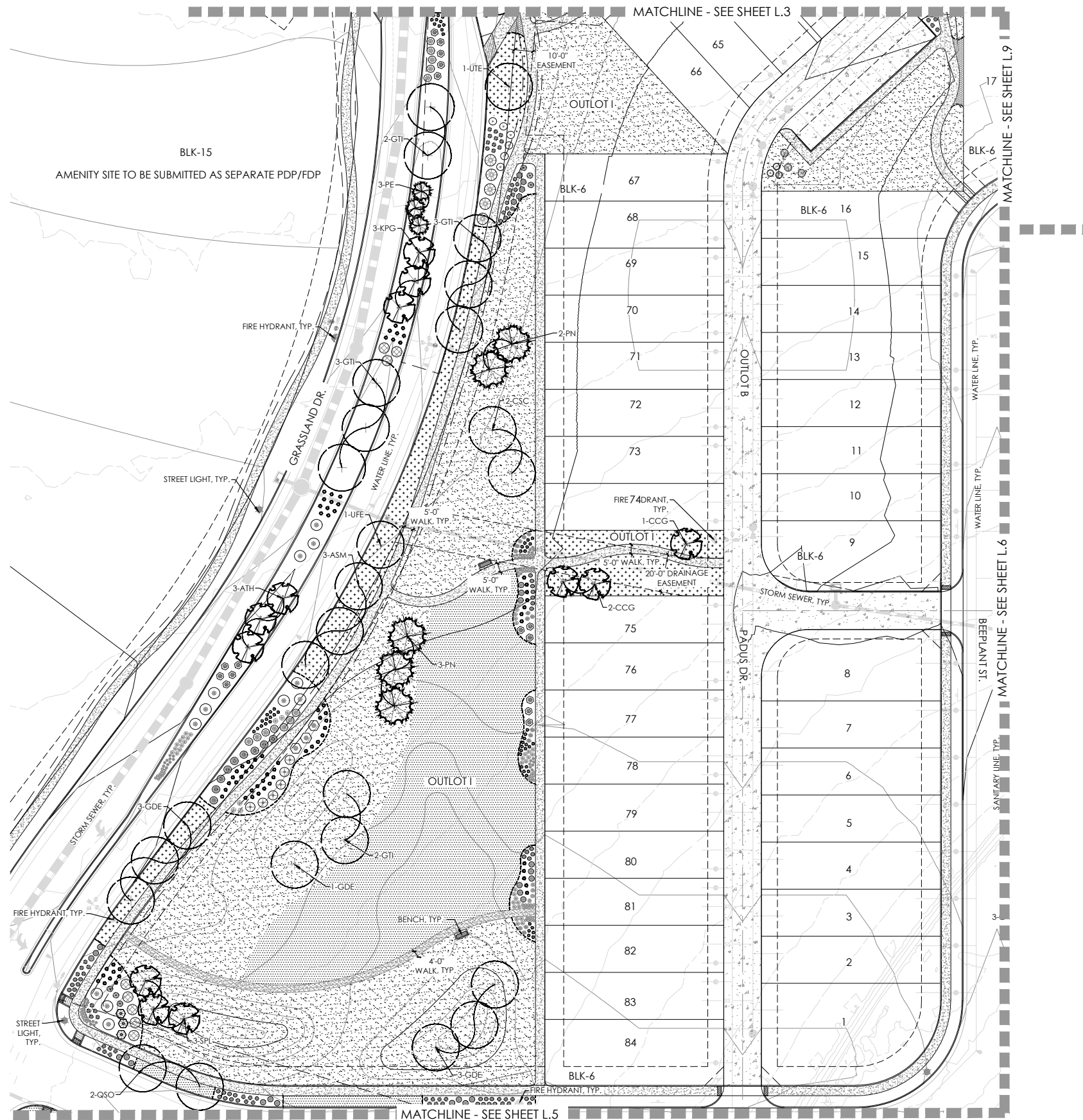
SHEET NUMBER

L.3

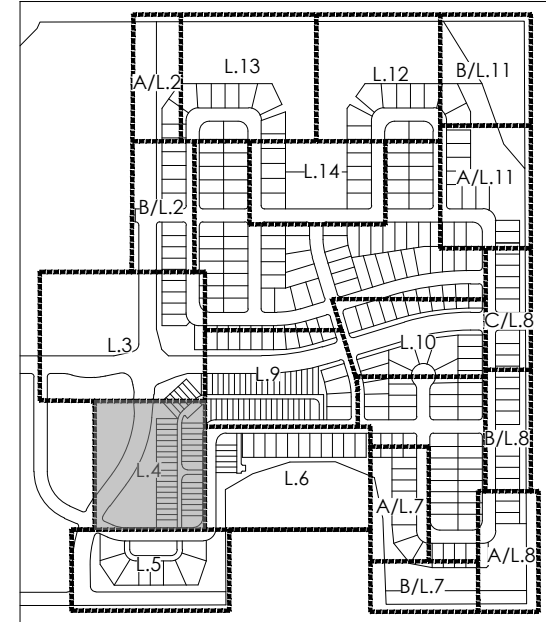
SHEET 14 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

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SUBMITTAL DATE:

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SHEET TITLE

LANDSCAPE PLANS

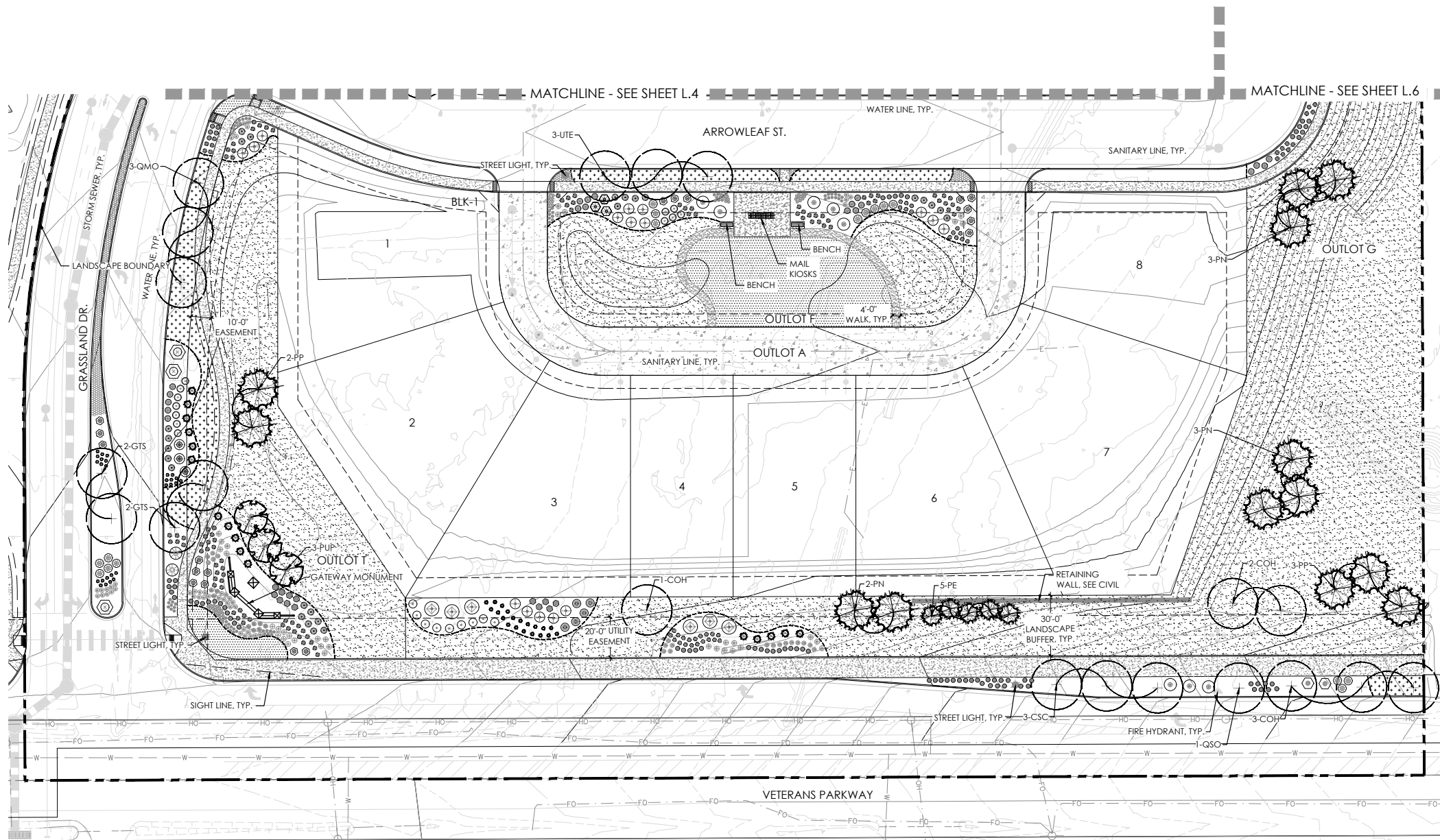
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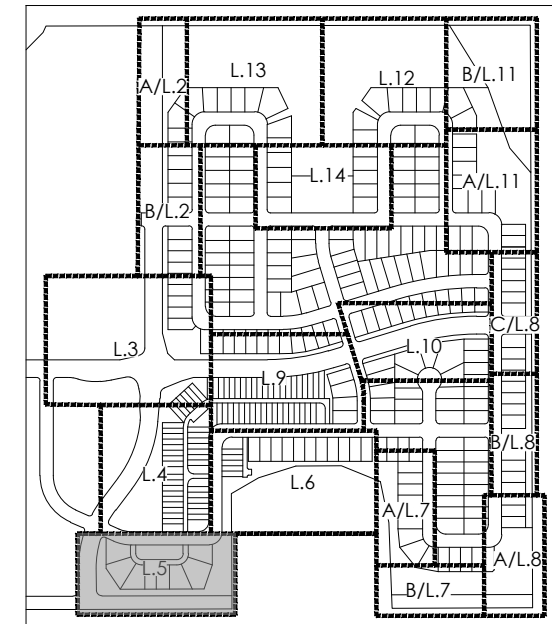
SHEET 15 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



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LEGEND

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SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.5

SHEET 16 OF 36

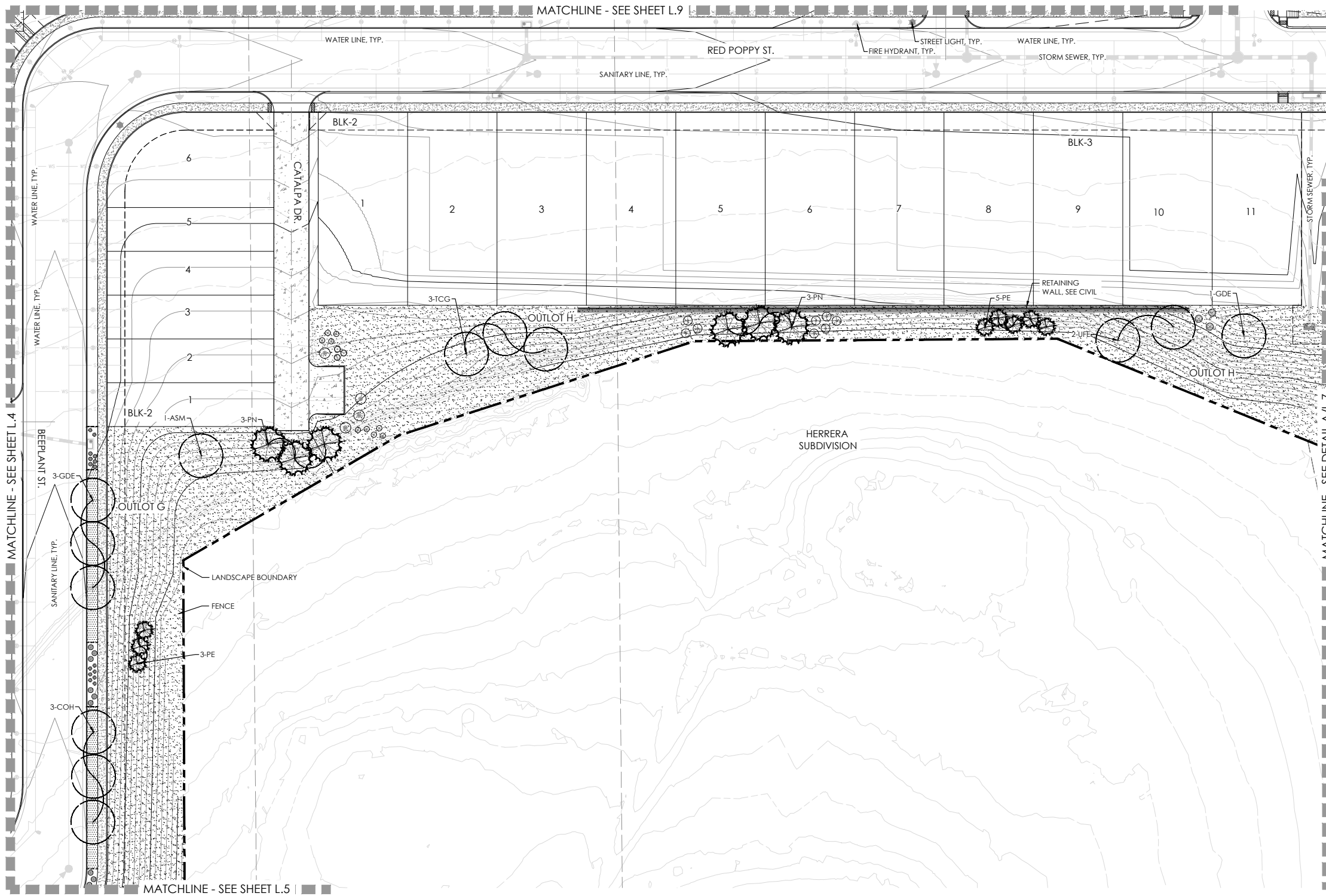


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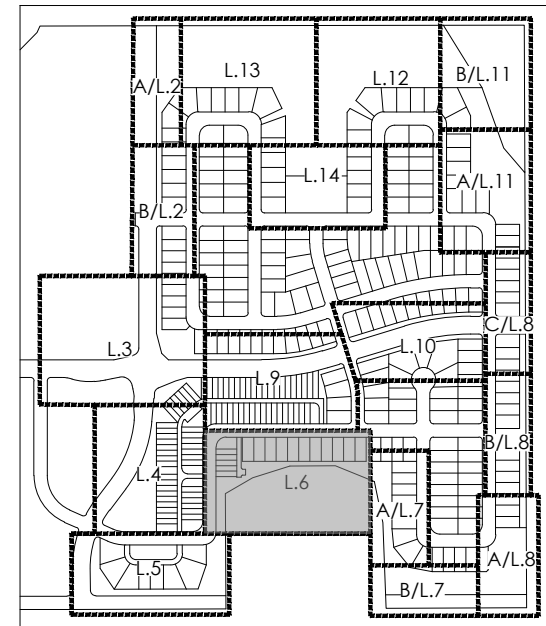


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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



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PROJECT NAME

**REVERE NORTH FILING NO. 1 & 2
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TOWN OF JOHNSTOWN, COLORADO**

SUBMITTAL DATE:

06-20-2023

REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

SHEET NUMBER

L.6

SHEET 17 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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PROJECT NAME

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TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:
06-20-2023
REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

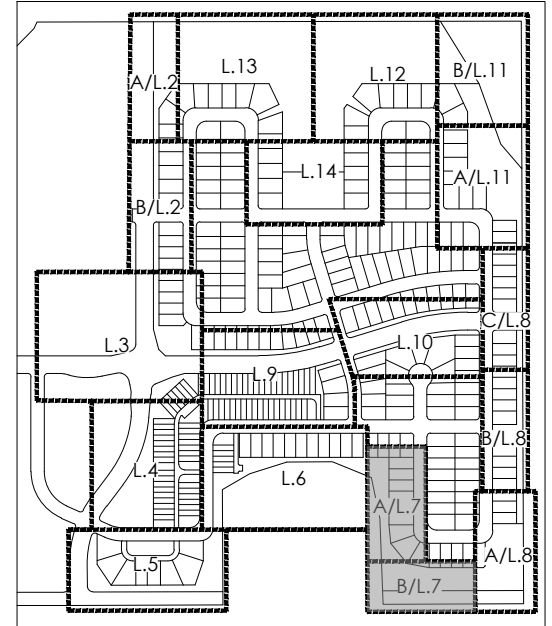
SHEET NUMBER

L.7

SHEET 18 OF 36

NOT FOR CONSTRUCTION

KEY MAP

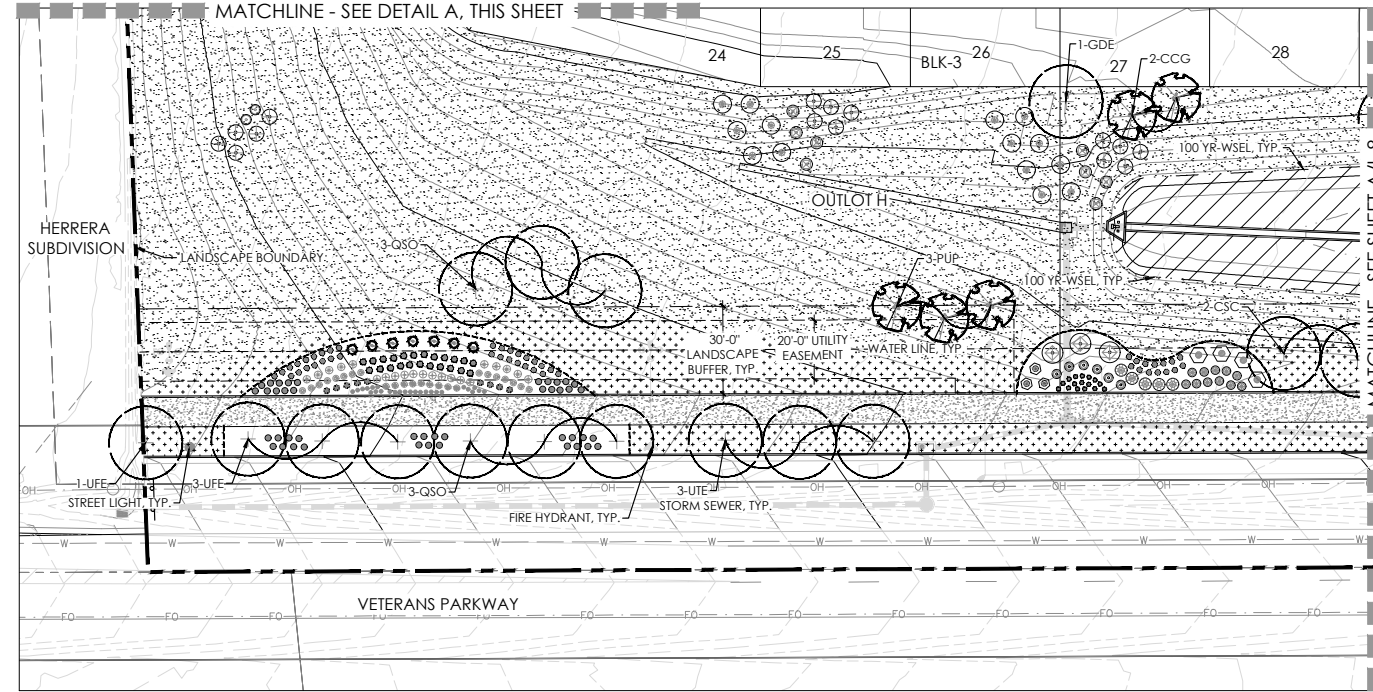
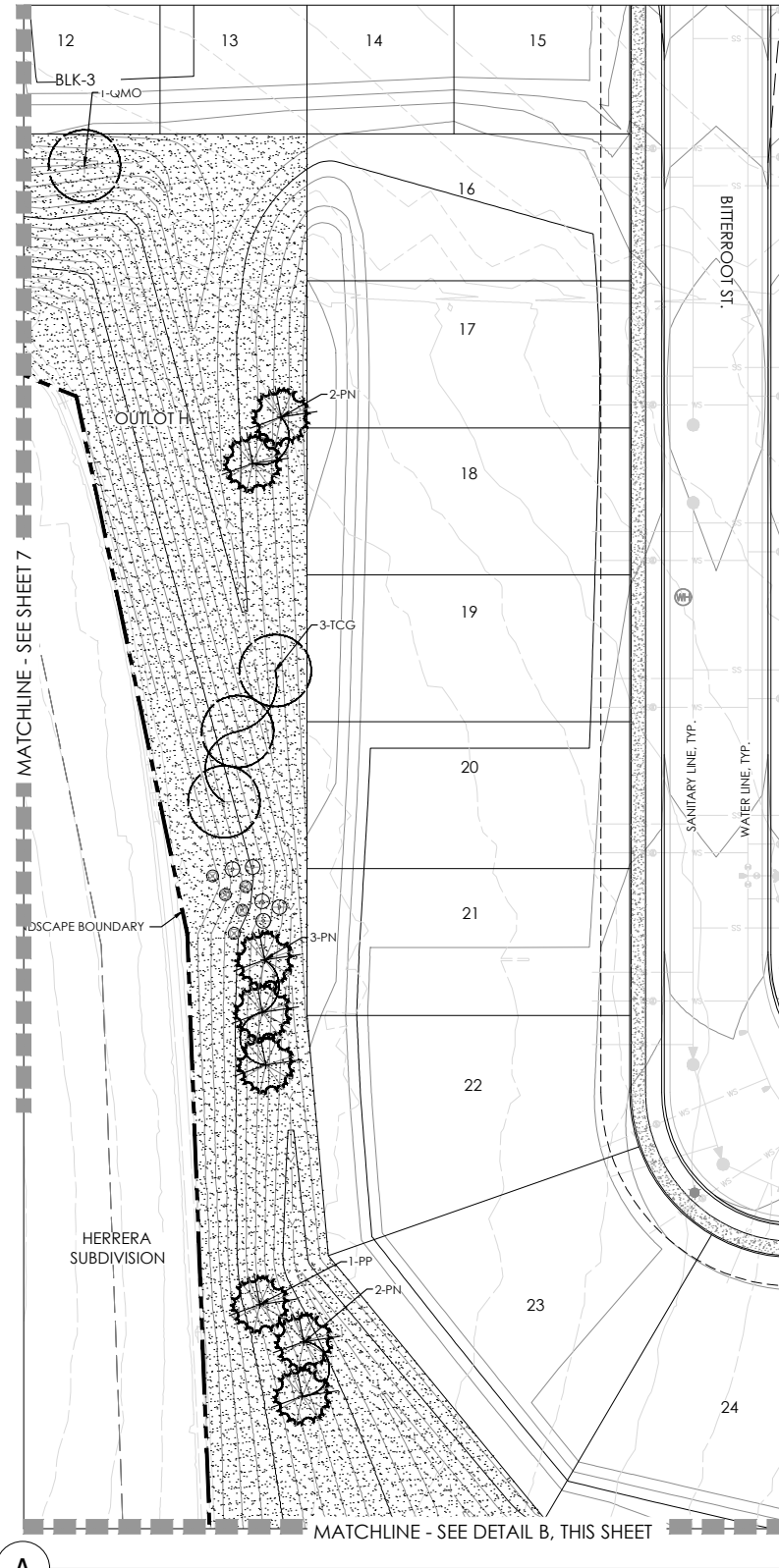


NOT TO SCALE



LEGEND

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B

A



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REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #16

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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

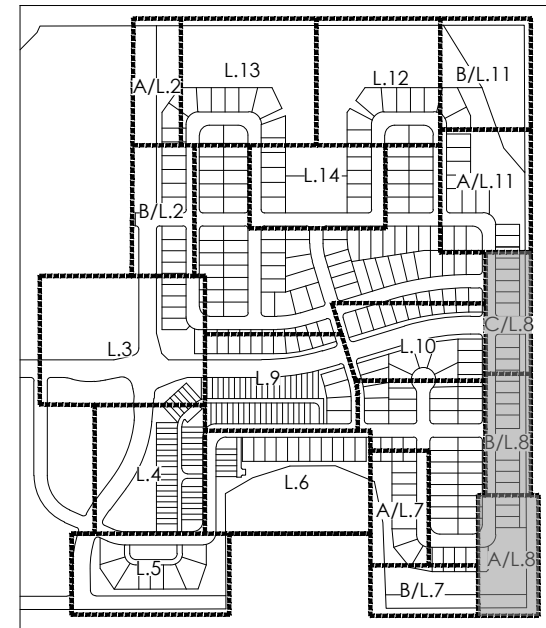
LANDSCAPE PLANS

SHEET NUMBER

L.8

SHEET 19 OF 36

KEY MAP

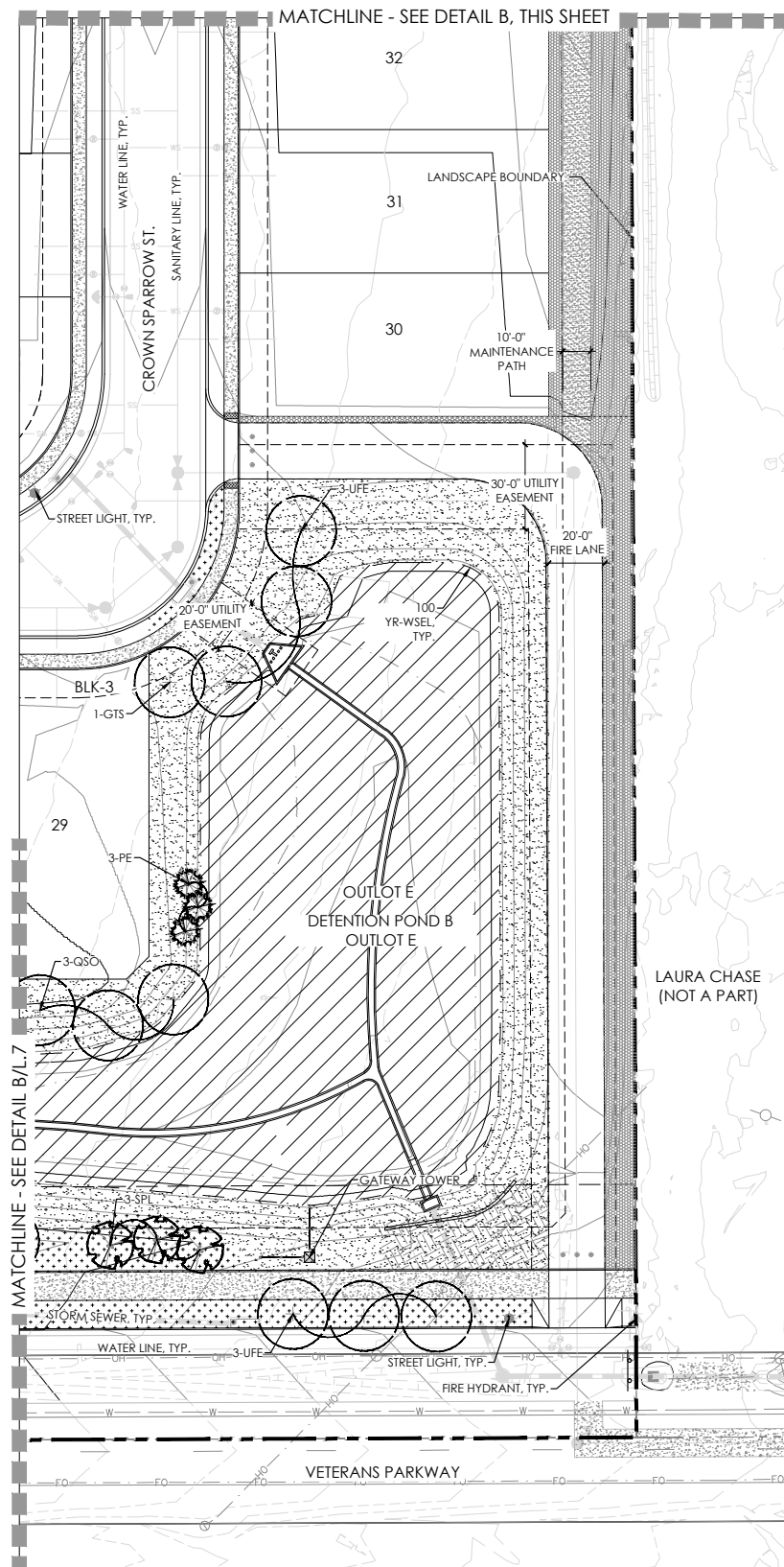


NOT TO SCALE

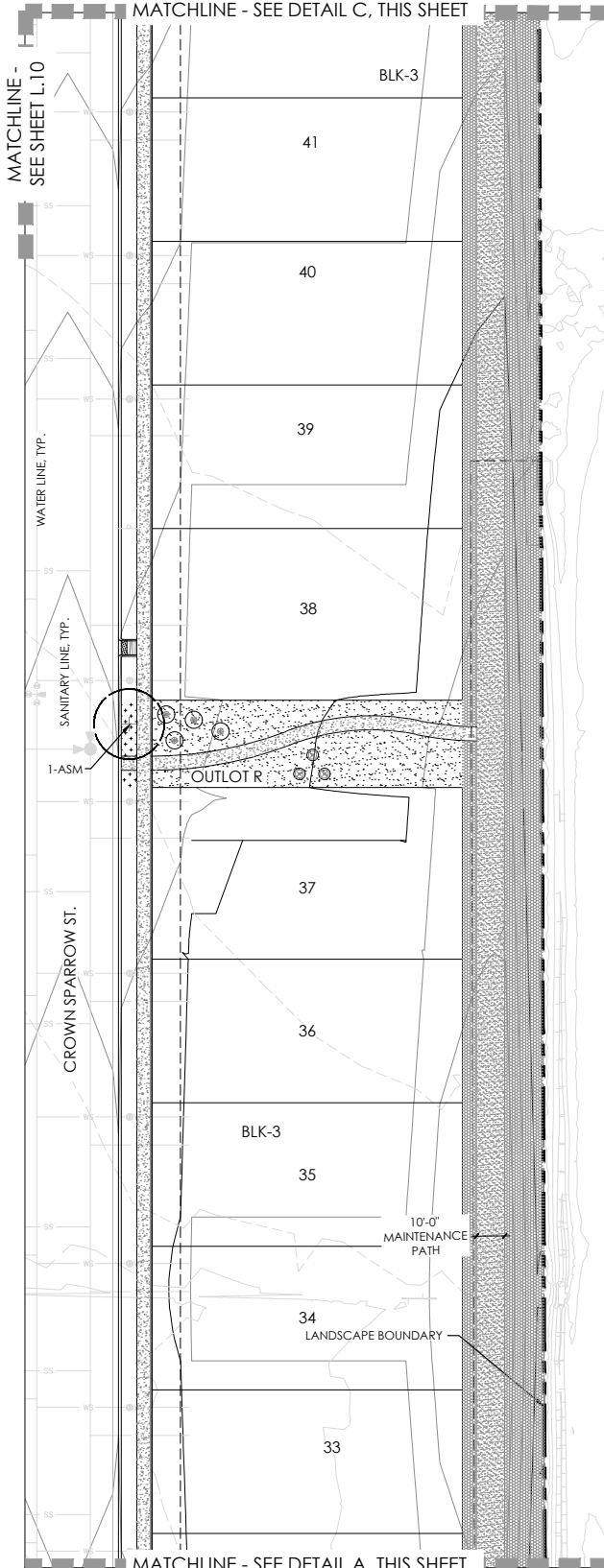


LEGEND

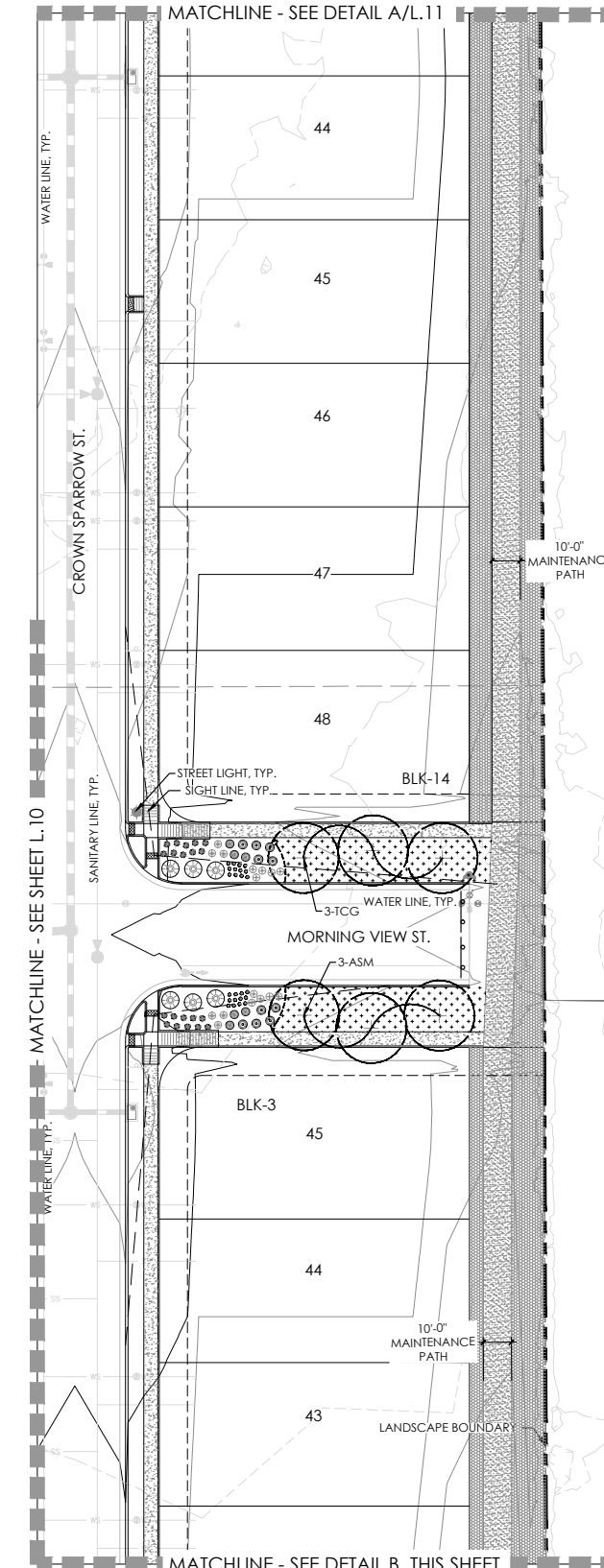
- DROUGHT TOLERANT SOD
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A



B



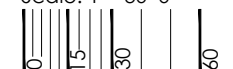
C



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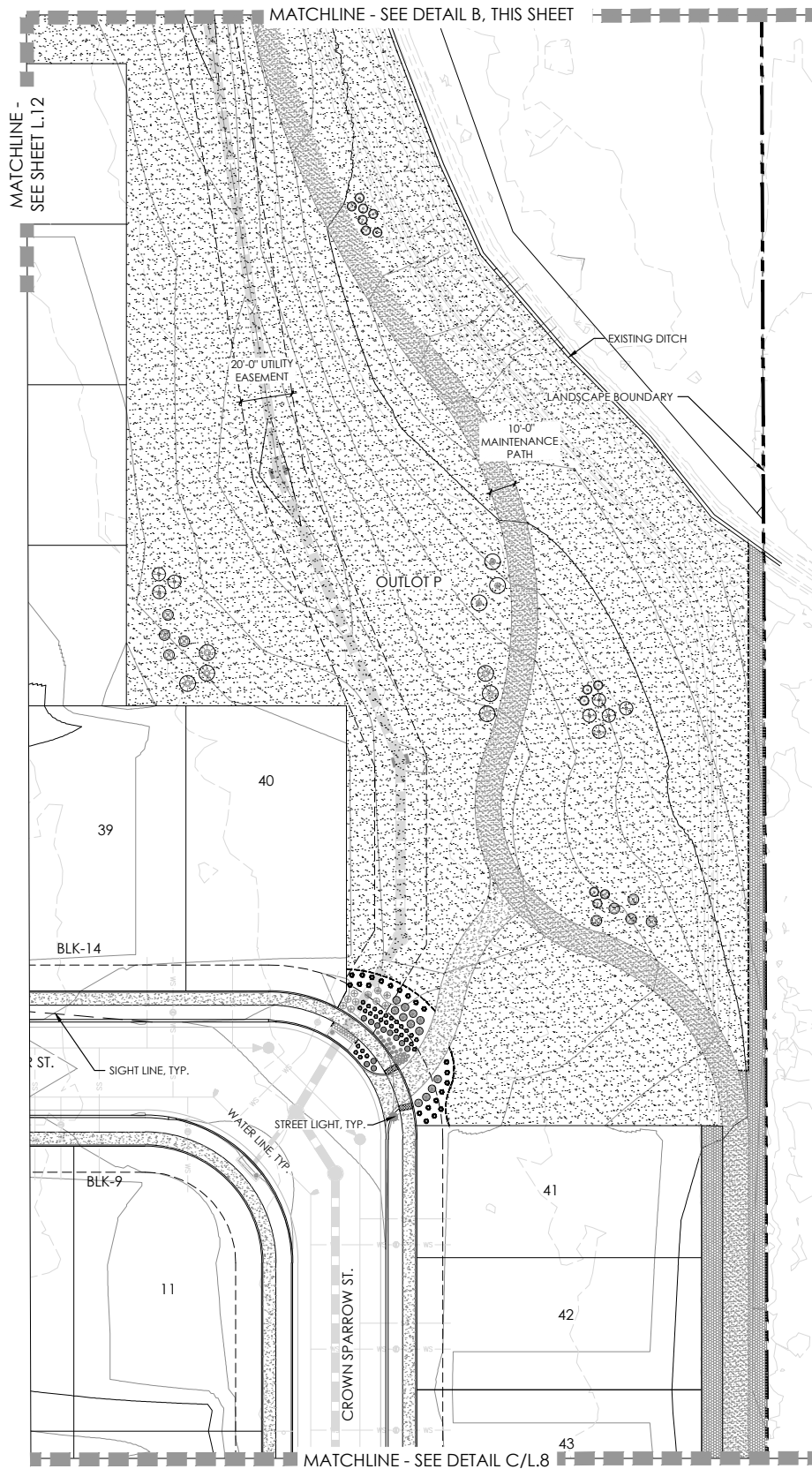


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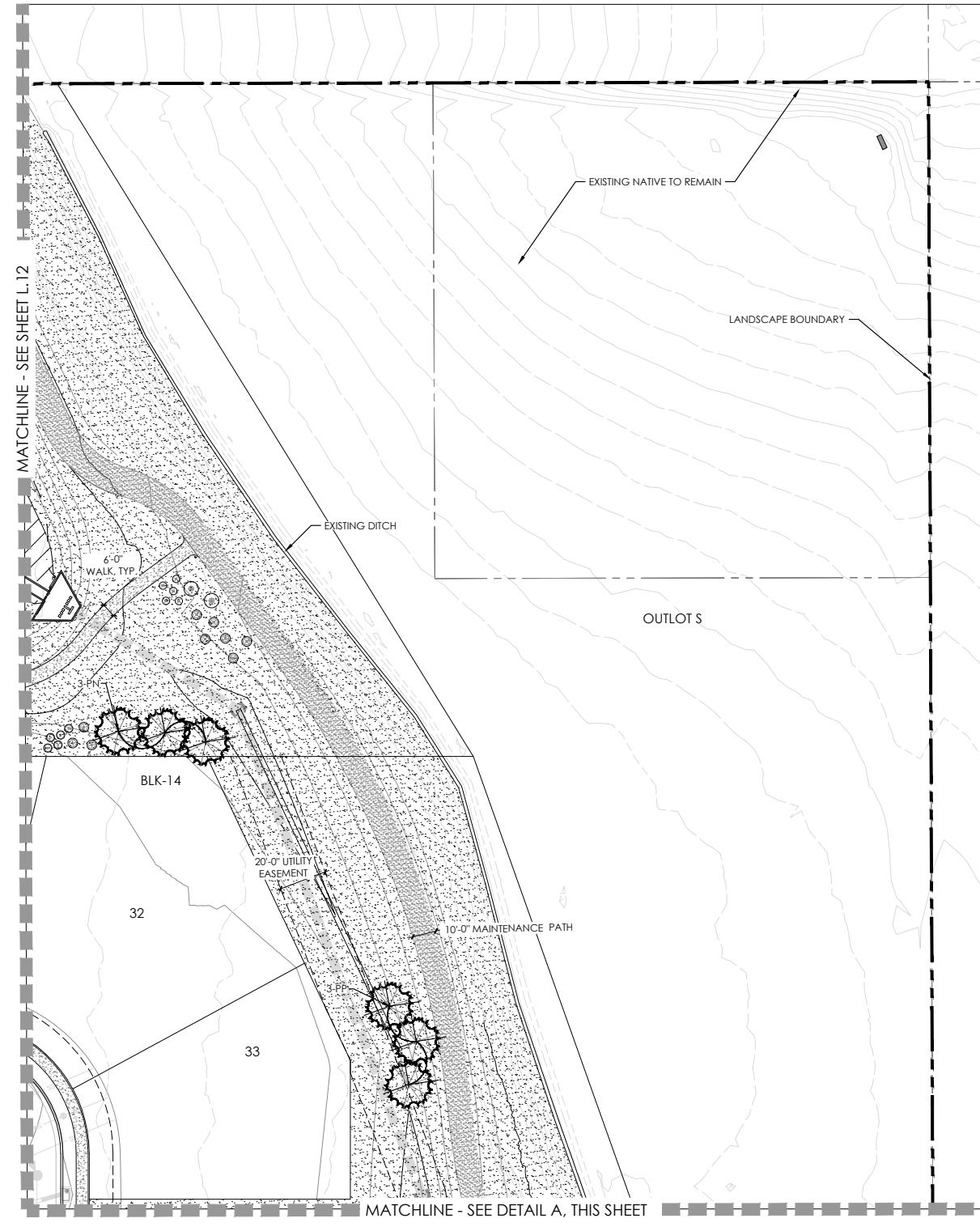
REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO

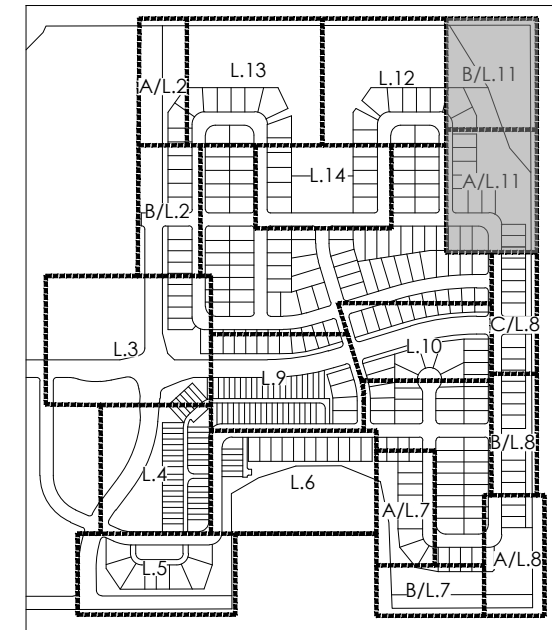


A



B

KEY MAP



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PROJECT NAME

REVERE NORTH FILING NO. 1 & 2
PRELIMINARY/FINAL DEVELOPMENT PLAN
TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

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REVISION DATE:

SHEET TITLE

LANDSCAPE PLANS

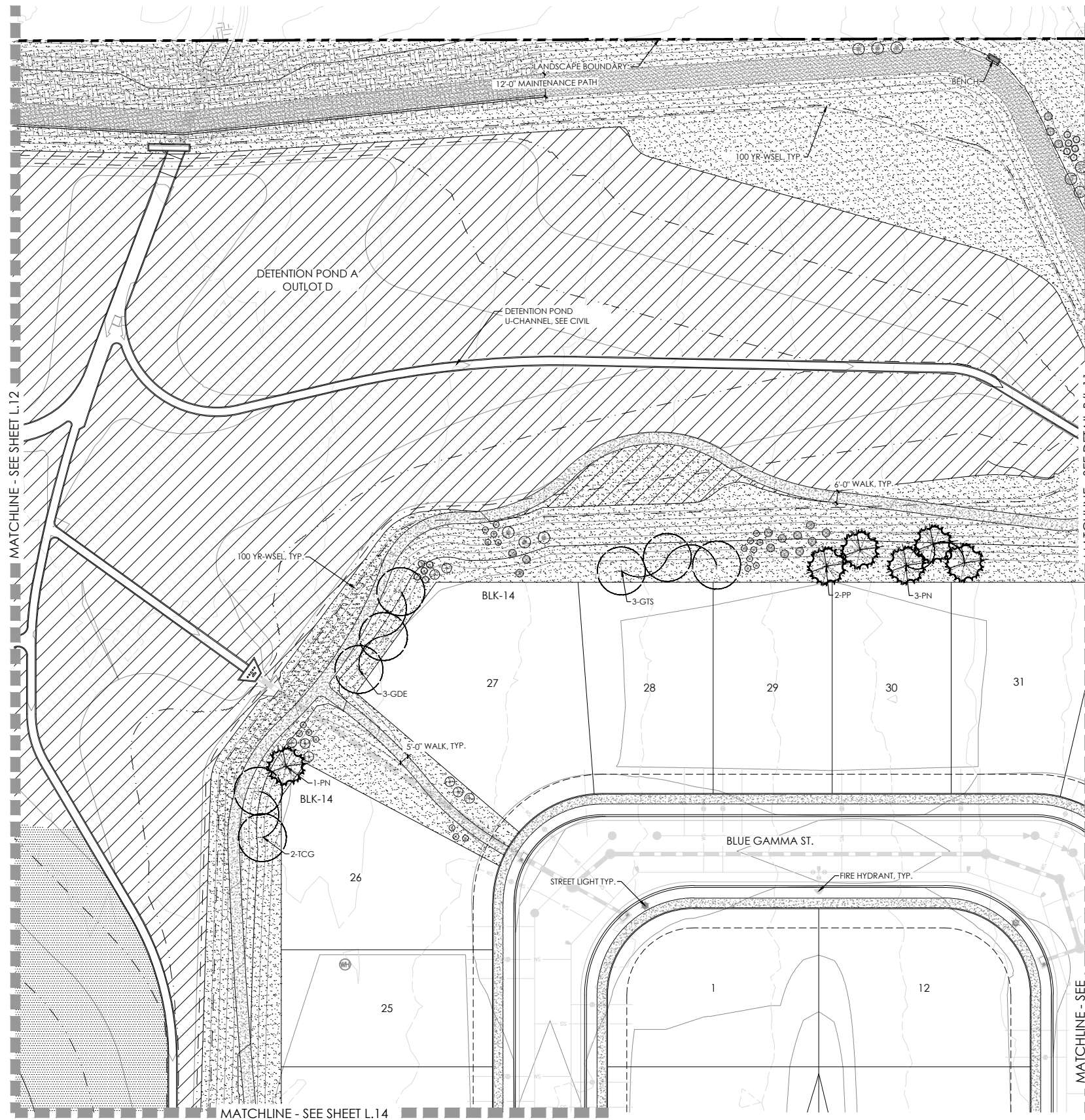
SHEET NUMBER

L.11

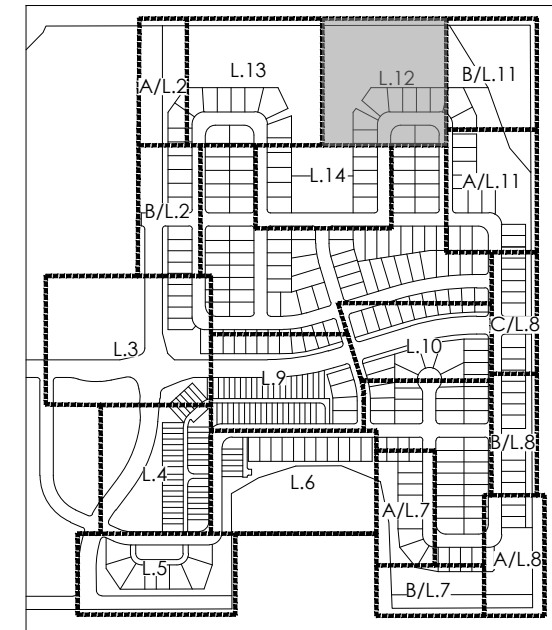
SHEET 22 OF 36

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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO


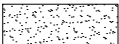

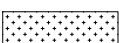








KEY MAP



NOT TO SCALE

LEGEND

-  DROUGHT TOLERANT SOD
-  IRRIGATED NATIVE GRASS
-  NON-IRRIGATED NATIVE GRASS
-  LOW GROW NATIVE GRASS
-  ROCK MULCH
-  CRUSHER FINES
-  CONCRETE
-  DECIDUOUS SHADE TREES
-  EVERGREEN TREES
-  ORNAMENTAL TREES



Scale: 1" = 30'-0"



Item #16

Know what's below.
Call before you dig.



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

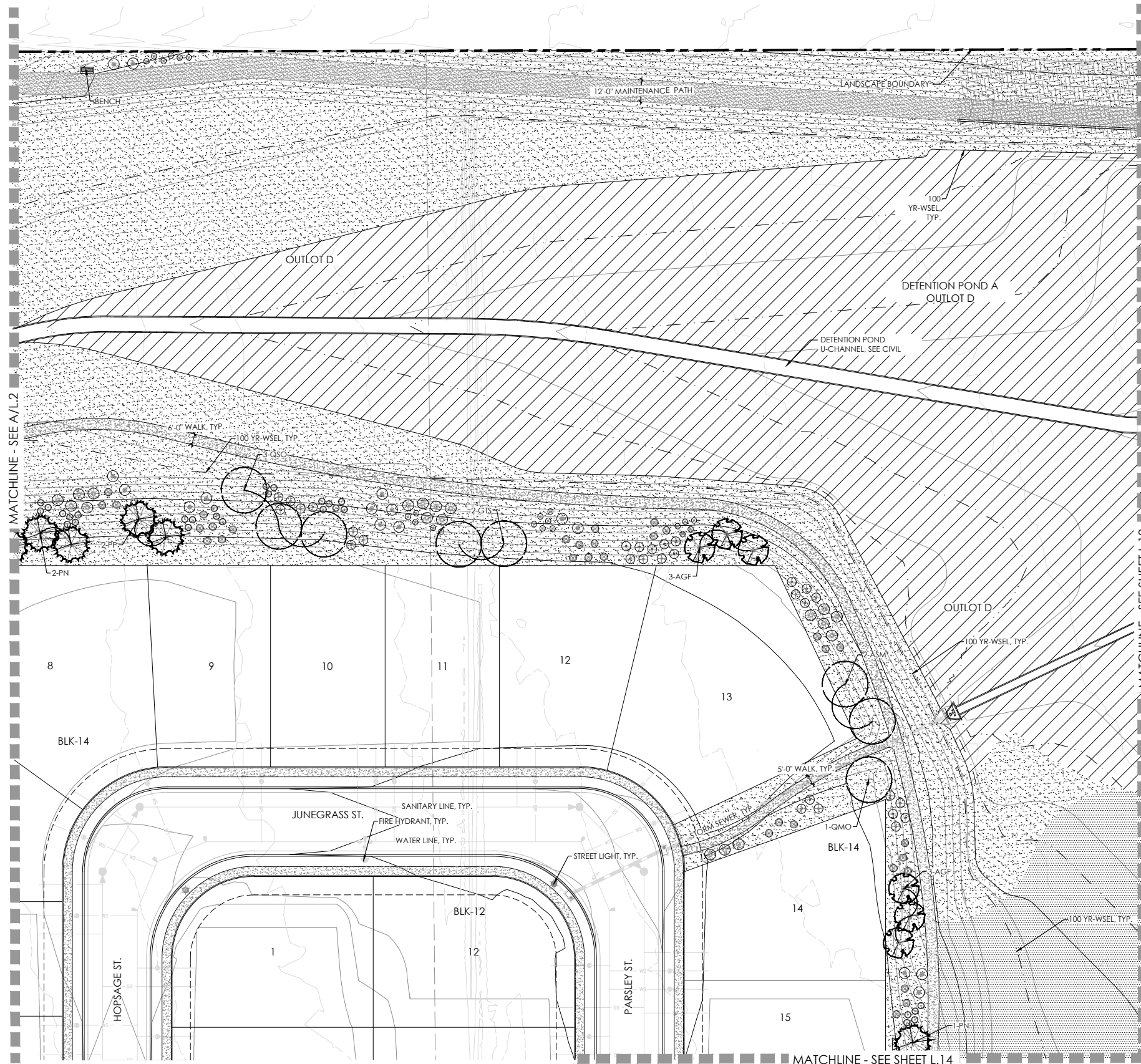
L.12

SHEET 23 OF 36

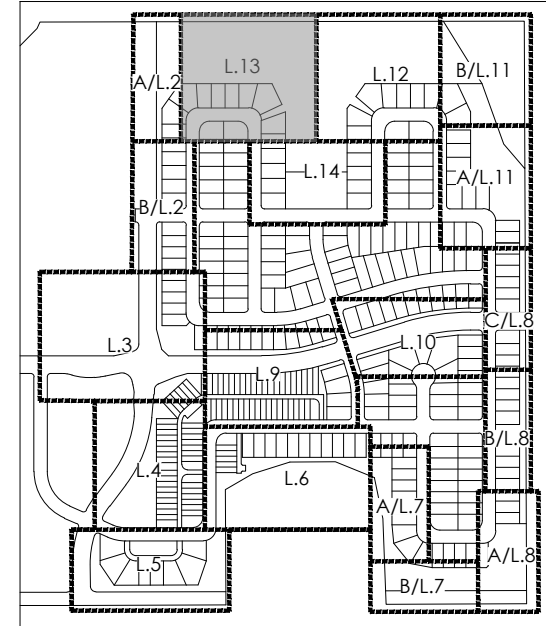
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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



KEY MAP



NOT TO SCALE

LEGEND

- DROUGHT TOLERANT SOD
- IRRIGATED NATIVE GRASS
- NON-IRRIGATED NATIVE GRASS
- LOW GROW NATIVE GRASS
- ROCK MULCH
- CRUSHER FINES
- CONCRETE
- DECIDUOUS SHADE TREES
- EVERGREEN TREES
- ORNAMENTAL TREES



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REVERE NORTH FILING NO. 1 & 2
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LANDSCAPE PLANS

SHEET NUMBER

L.13

SHEET 24 OF 36



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Scale: 1" = 30'-0"

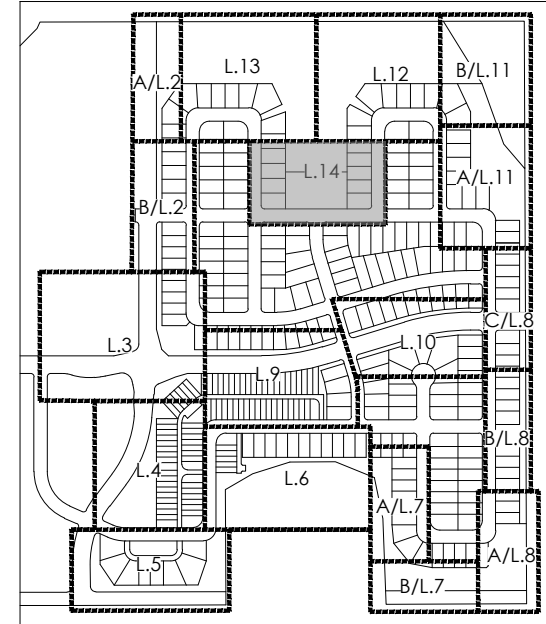


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REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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

NOT FOR CONSTRUCTION



Scale: 1"= 20'-0"



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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.14

SHEET 25 OF 36

212

REVERE NORTH FILING NO. 1 & 2

PRELIMINARY DEVELOPMENT PLAN

TOWN OF JOHNSTOWN, COLORADO



Item #16

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LJA ENGINEERING

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	CELTIIS OCCIDENTALIS	WESTERN HACKBERRY	2' CAL
25	CSC	CATALPA SPECIOSA	CATALPA, WESTERN	2' CAL
26	GDE	GYMNOCLADUS 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	UFE	ULMUS 'FRONTIER'	ELM, FRONTIER	2' CAL
22	UTE	ULMUS 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	AIH	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	KFG	KOELREUTERIA 'PANICULATA'	GOLDENRAIN TREE	1.5' CAL
24	PUP	PYRUS URSURIENSIS '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	ERIC AMERIA 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	PFG	POTENTILLA FRUITICOSA 'GOLDSTAR'	POTENTILLA, GOLD STAR	#5 CONT.
19	POG	PHYSOCARPUS OPUPOLUIS '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 ALPIMUM 'GREEN MOUND'	CURRANT, 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	SCHIZACHYRILUM SCOPARILUM '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	DISTICHLOS STRICTA	INLAND SALTGRASS, NATIVE
0.25	JUNJUCUS BALTICUS	BALTIC RUSH, NATIVE*
1	SPARTINA PECTINATA	PRAIRIE CORDGRASS, NATIVE*
1	PASCOPYRILUM SCOPARILUM	WESTERN WHEATGRASS, ARIBA*
2	PANICUM VIRGATUM	SWITCHGRASS, BLACKWELL*

PBSI LOW GROW SEED MIX

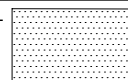
LBS/ACRE	BOTANICAL NAME	COMMON NAME
GRASSES		
7.5	AGROPYRON CRISTATUM	EPHRAIM CRESTED WHEATGRASS
6.25	FESTUCA OVINA	SHEEP FESCUE
5	LOLIUM PERENNE	PERENNIAL RYE
3.75	FESTUCA RUBRA	CHEWINGS FESCUE
2.5	POA COMPRESSA	CANADA BLUEGRASS
TOTAL: 25		

*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



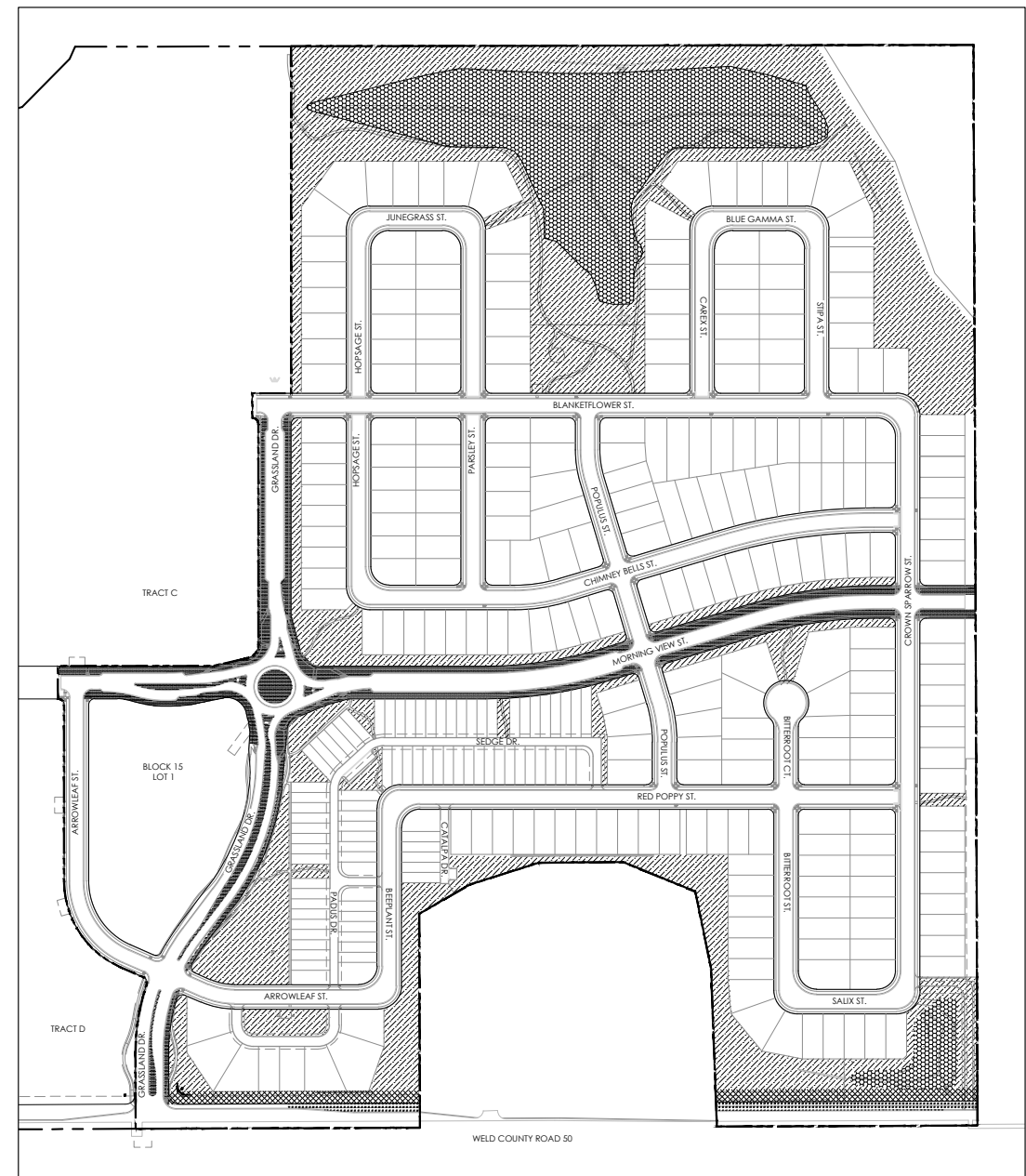
Scale: 1"= 200'-0"



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/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

REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO



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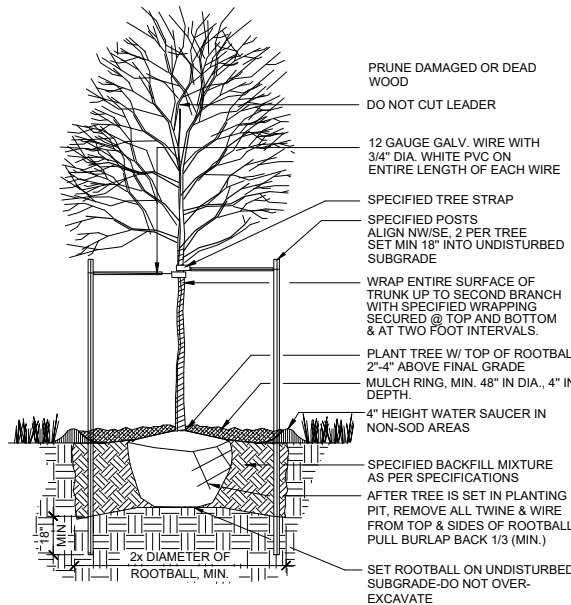
SHEET TITLE

LANDSCAPE DETAILS

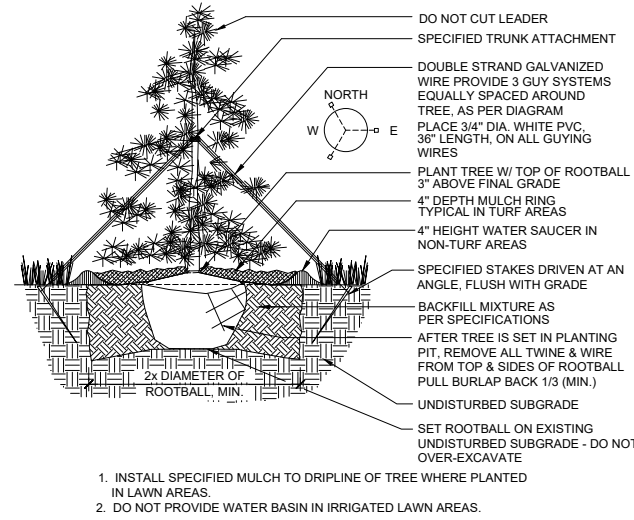
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L.16

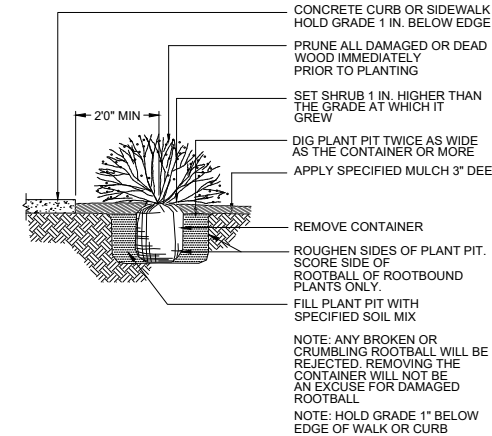
SHEET 27 OF 36



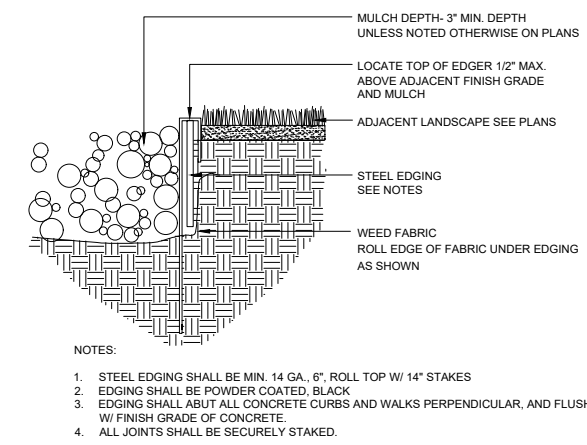
1 DECIDUOUS TREE PLANTING
NTS



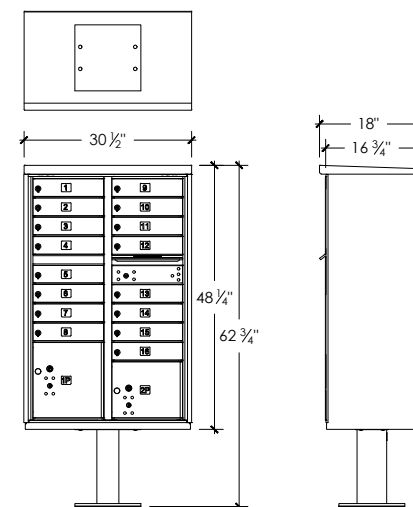
2 EVERGREEN TREE PLANTING
NTS



3 TYPICAL SHRUB PLANTING
NTS

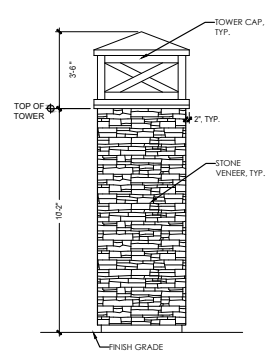


4 STEEL EDGER
NTS

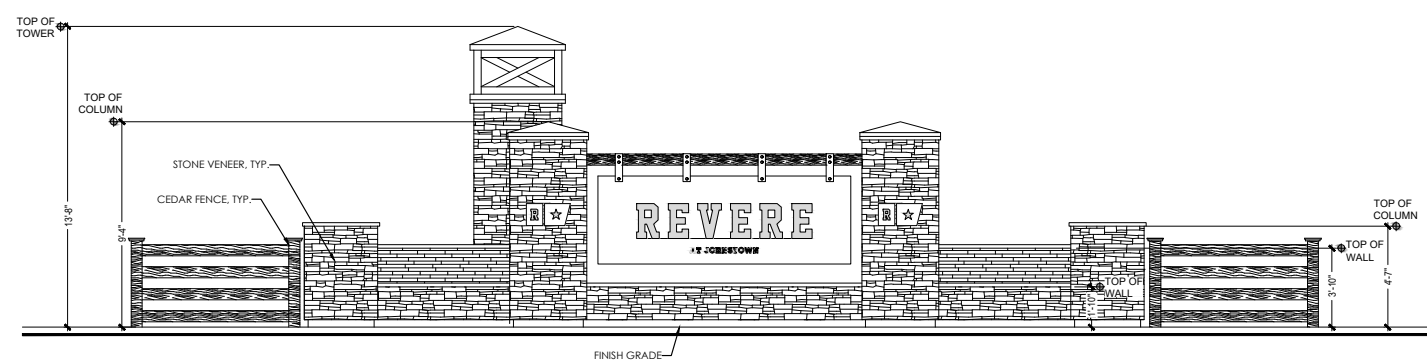


NOTES:
1) EXACT MODEL AND COLOR WILL BE DETERMINED AT A LATER DATE.

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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PROJECT NAME

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TOWN OF JOHNSTOWN, COLORADO

SUBMITTAL DATE:

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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
REVISION DATE:

SHEET TITLE

LOT TYPICALS
(LANDSCAPE)

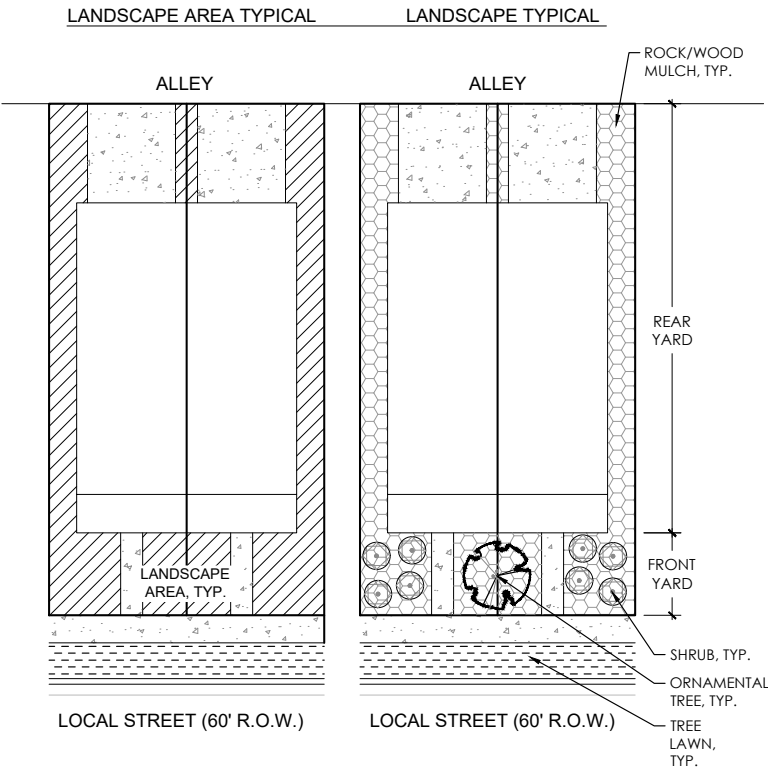
SHEET NUMBER

L.19

SHEET 29 OF 36

210

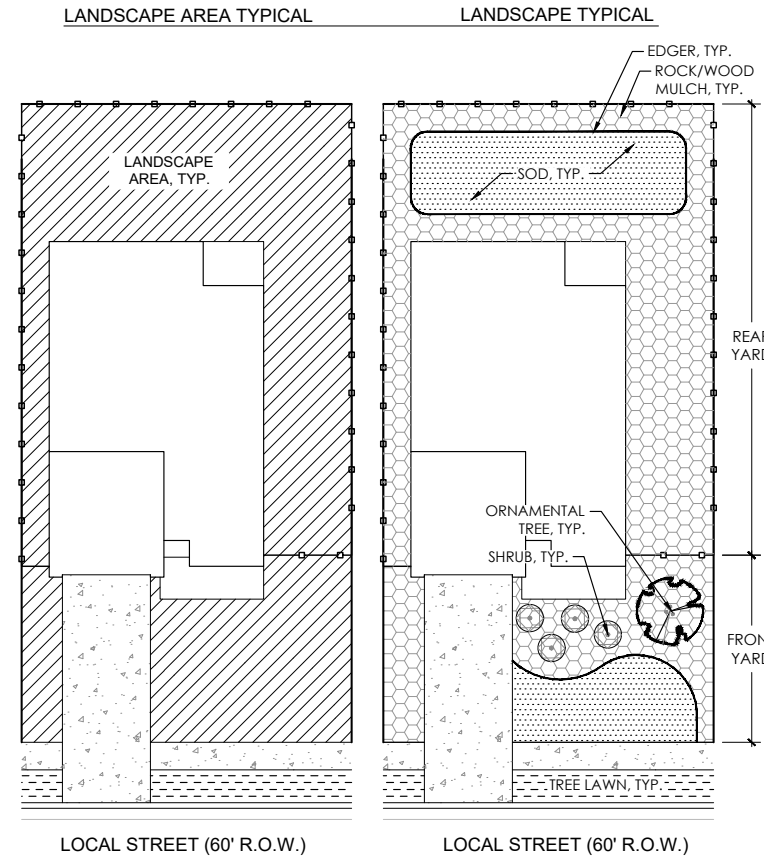
ALLEY LOAD SINGLE-FAMILY ATTACHED LOTS



SINGLE FAMILY ATTACHED 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.

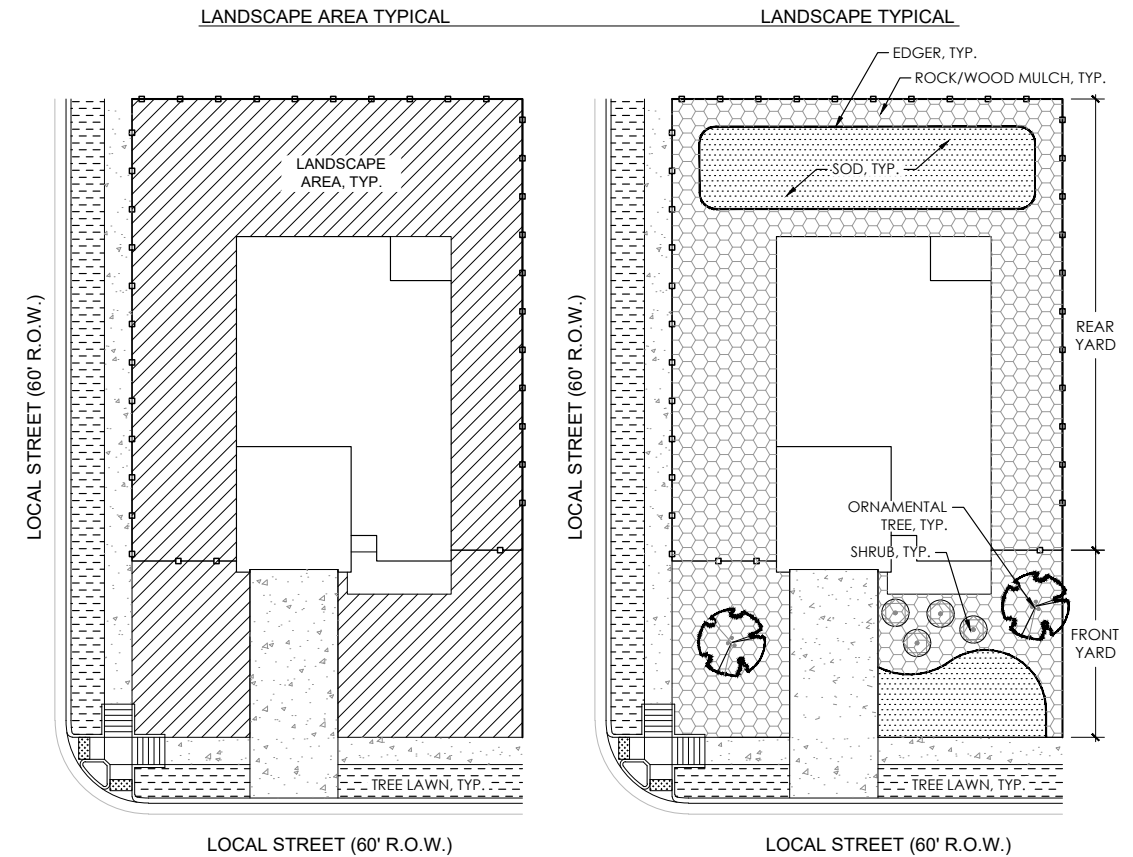
SINGLE-FAMILY DETACHED INTERIOR LOTS



SINGLE-FAMILY RESIDENTIAL LOT LANDSCAPE STANDARDS

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

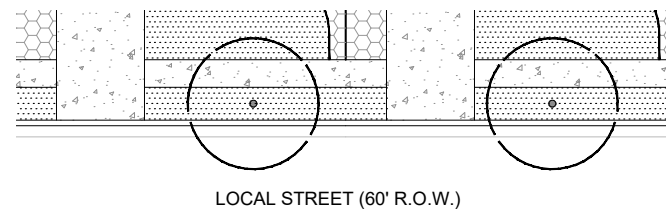
SINGLE-FAMILY DETACHED CORNER LOTS



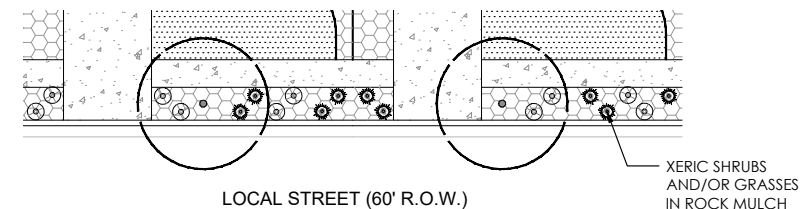
LEGEND

	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



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).

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

OPEN AREA & TRAILS PLAN

SHEET NUMBER

L.22

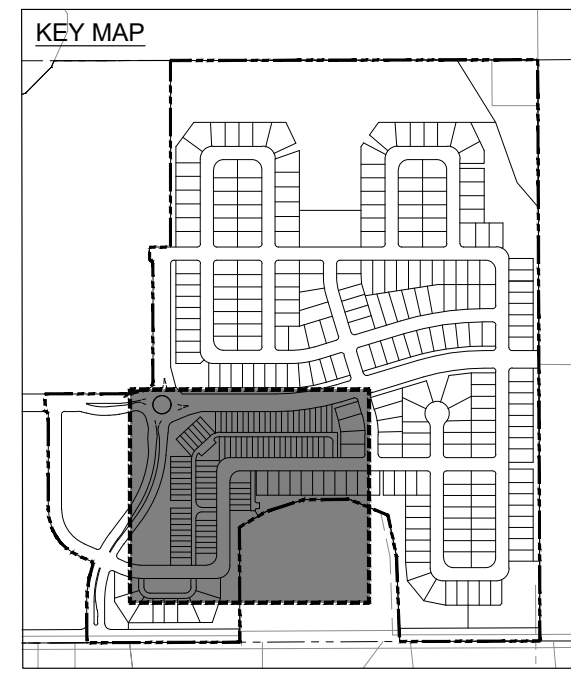
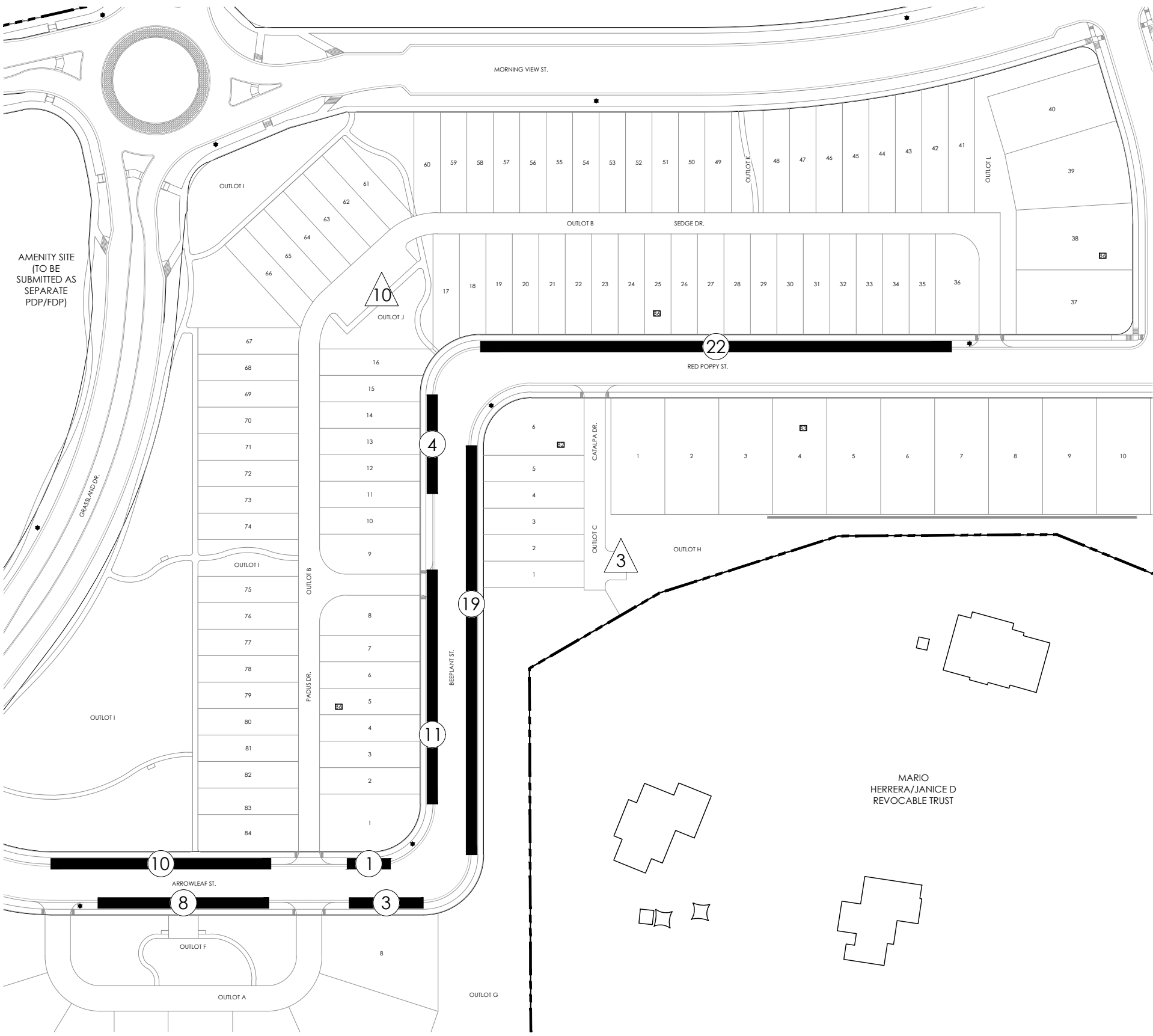
SHEET 32 OF 36



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



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.

Scale: 1"= 50'-0"

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

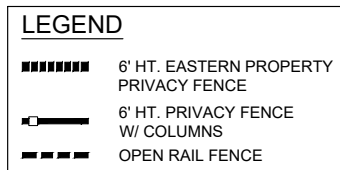
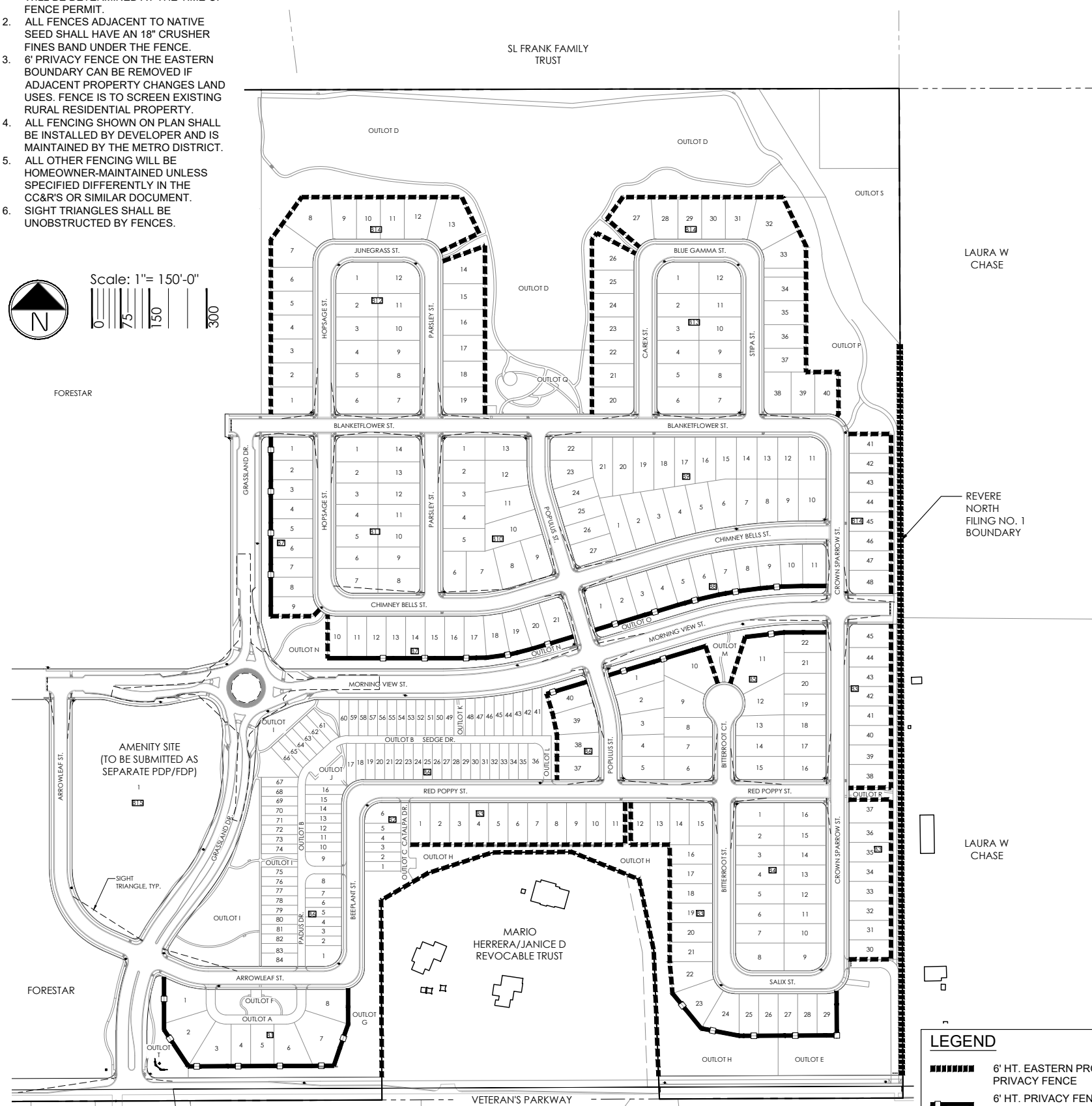
REVERE NORTH FILING NO. 1 & 2 PRELIMINARY DEVELOPMENT PLAN TOWN OF JOHNSTOWN, COLORADO

- 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.

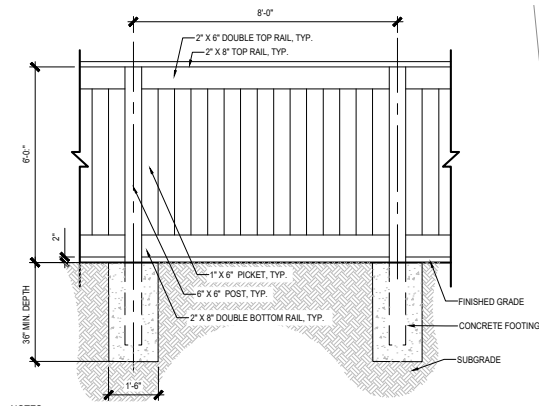


Scale: 1" = 150'-0"
0 75 150 300

FORESTAR

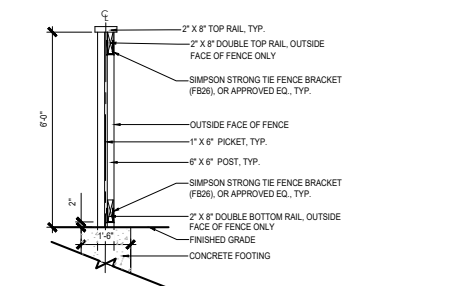


NOTE: LINETYPES ARE NOT REPRESENTATIVE OF FENCE CONSTRUCTION, INCLUDING COLUMN LOCATIONS.

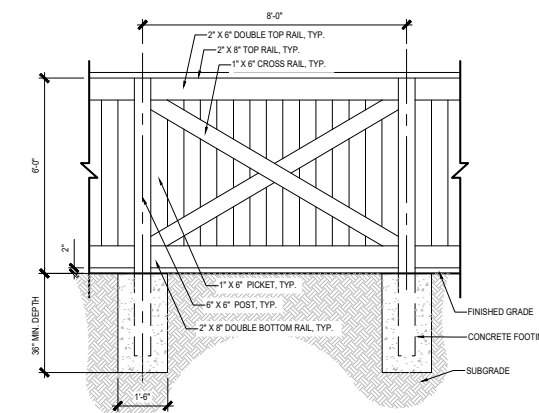


1 6' HT. PRIVACY FENCE
3/8" = 1"
(USE THIS PANEL IN FENCING BETWEEN LOT LINES AND IN FENCING WITH COLUMNS)

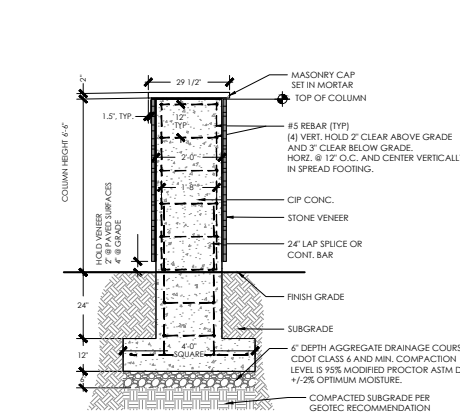
MATERIAL NOTES:
1. ALL WOOD FOR FENCING SHALL BE PRESSURE TREATED CEDAR AND STAINED.
2. FENCE COLUMNS STONE VENEER TO BE A SPLIT MODULAR STYLE.



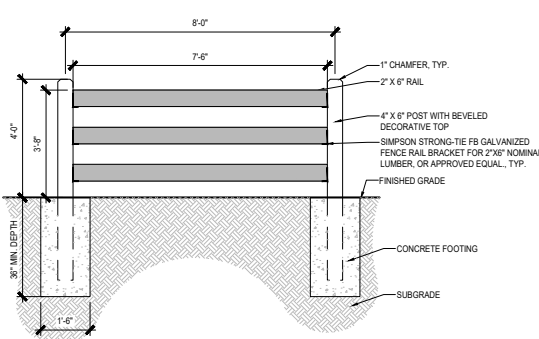
2 6' HT. PRIVACY FENCE SECTION
3/8" = 1"



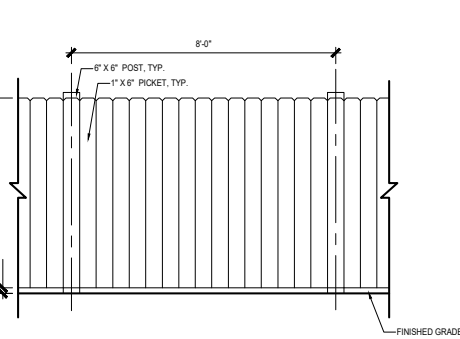
3 6' HT. PRIVACY FENCE WITH CROSS RAIL
3/8" = 1"
(USE THIS PANEL IN FENCING WITH COLUMNS)



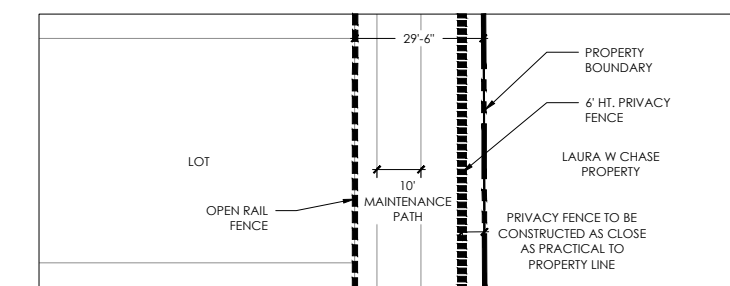
4 FENCE COLUMN
3/8" = 1"



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.



Know what's below.
 Call before you dig.



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



Know what's below.
 Call before you dig.



- 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.

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.21

SHEET 31 OF 36

NOT FOR CONSTRUCTION



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).

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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

- 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



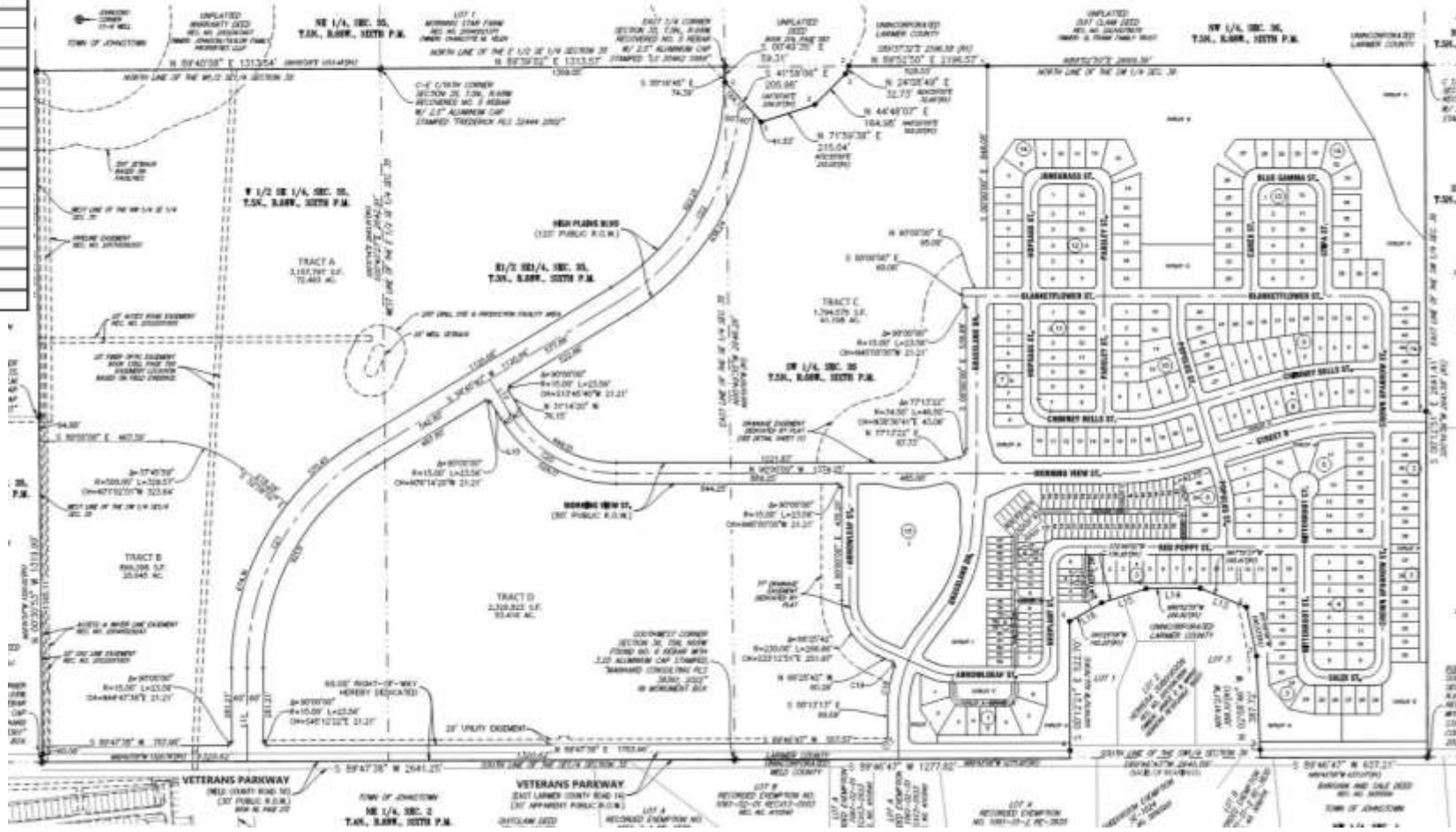
SUBDIVISION

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SUBTOTAL	12.6		79	23.2%
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SUBTOTAL	12.5		79	23.2%
PA-7	5.0	SINGLE FAMILY ATTACHED	86	25.3%
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PA-7	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	
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 #16.

- 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 #16.

- Conforms to the Great Plains Village Outline Development Plan (ODP) .
- In substantial compliance with the Town's codes, regulations, and requirements
- Promotes the Towns goals of diversity of housing types, walkable mixed-use neighborhoods, and an efficient pattern of development.
- Staff Recommendation for Approval



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 6, 2023
- SUBJECT:** Johnstown Plaza Apartments & Storage Units- Request for External Use
- ACTION PROPOSED:** Consider the external use of the existing storage units at Johnstown Plaza Apartments
- ATTACHMENTS:** 1. Graycliff Capital – Johnstown Plaza Apartments & Storage Units Presentation
- PRESENTED BY:** Sarah Crosthwaite, Economic Development Manager
-

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is a presentation and request from Graycliff Capital, owners of Johnstown Plaza Apartments located at 5150 Ronald Reagan Blvd. They are requesting permission to allow the external use of the existing on-site storage units. The storage building itself includes 243 enclosed units and 21 garages, located near the southeast boundary of the property along Exposition Drive.

The storage units were built similarly to the construction of the apartments to blend in with the surrounding apartments. The original intent is to be used for on-site storage and leased to the apartment lease holders only. Graycliff Capital has been in contact with Town Staff since they purchased the property in 2022 to determine the feasibility of using the on-site storage units for external leasing. Per Graycliff Capital, the on-site storage units have reached a 16% lease rate with apartment lease holders which significantly reduces the potential income and leasing capacity of the units.

The existing Johnstown Plaza PUD Design Guidelines references the 2534 Design Guidelines related to multi-family residential development. Within the design guidelines, mini storage is a permitted use, but specifically for the on-site residents. The applicant, as previously mentioned is requesting the ability to expand this use. This could be accomplished by making a formal request to amend the design guidelines subject to approval by Council. Staff has concerns about this approach as it could produce a greater number of mini storage facilities throughout the Town. In

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fact, the Town code now limits those uses looking forward to only 1 within a 3 mile buffer. In an effort to propose a compromise, if Council is sensitive to the applicant’s request, an approach may include a letter of agreement that permits external leasing under the following conditions. These conditions are only meant to be illustrative as an example and may be expanded or condensed at Council’s discretion, if they desire to provide for this option:

- No dwelling permitted in the storage units.
- Advertising and signage shall be limited to a type defined by the Town.
- The initial letter agreement permitting the use shall be for a time specific (24 months) at which time the Town shall review the agreement to ensure compliance and issues related to public safety at the facility and determine if a second agreement should be permitted for an additional defined time period.
- Should the property change ownership during the specified time period, the new owners can petition for the letter agreement to remain in effect until the end of the term, at which time the Town will review the agreement and determine if a second agreement should be permitted as mentioned above.

Currently the letter of agreement if considered by Council has not been drafted. If directed by Council, Staff would work with the Town Attorney to accomplish this task at the cost to Graycliff Capital and bring it back to Council for consideration.

LEGAL ADVICE:

NA

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recognizes the challenges of both positions on this issue. In the interest of finding a compromise and providing value to a facility which otherwise may remain predominantly vacant; Staff supports the alternative of a letter of agreement.

SUGGESTED MOTIONS:

For Approval: I move to direct Staff to develop a letter agreement with Graycliff Capital for the Johnstown Plaza Storage Units for external leasing.

For Denial: I move to deny the use of the Johnstown Plaza Storage Units for external leasing.

Reviewed and Approved for Presentation,



Town Manager

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



Johnstown Storage
243 Storage Units & 21 Garages
Built 2022
Johnstown, CO

Executive Summary

Goal of Meeting:

- Our objective is to be able to lease the storage building at Johnstown Plaza to the public. Our goal is to execute upon our original business plan and not have a vacant building.

Continued Investment in Johnstown:

- Graycliff Capital has a strong relationship with Mike Schlup, and we are in discussion to participate in the development of Ledge Rock Center by investing in additional apartment communities.
- We have invested over \$70mm in the community and have plans to invest upwards of an additional \$160mm at Ledge Rock Center.
- We want to commit to continued investment Johnstown but need to know if we can find a path forward on Johnstown Plaza Storage.

Benefits to the Town:

- Tax Revenue: the property is currently assessed as fully residential due to the town preventing us from leasing it commercially. This resulted in a loss of \$150,549 of tax revenue to the town/ county.
- Demand: Adjacent property owners/ managers in the vicinity have reached out to us asking if they can direct their tenants to our facility for storage. Furthermore, based on conversations with local operators, the demand for storage in the area is robust.
- Use: Within the immediate vicinity of Johnstown Plaza there are various self storage facilities. This would not be a new or unique use for the area.



- Graycliff Capital Partners, LLC purchased the property, Johnstown Plaza Apartments and Storage, from Mike Schlup on 9/22/2022.
- Graycliff is a large multifamily owner operator with 30 properties across the Southeastern United States and Rocky Mountain West.
- A few weeks prior to closing, the Town of Johnstown stated that we were not allowed to rent the storage facility for commercial use and could only rent to our multifamily residents. The issue was uncovered during the process of obtaining business licenses for the property.
 - We were given formal notice via a letter titled *Admin Determination dated 8-24-22* and written by Kim Meyer, the Director of Planning and Development at the time.
 - We were not part of any conversations with the town during the building/ planning stage. It was our understanding that due to the size/ scale of the storage building the intention was for this to be commercial use.
 - Based on certificates of occupancy, plans, and permits issued by the fire department clearly state; “Self-Storage” or “Storage”.
 - After communicating to Ms. Meyer that the building would be essentially vacant if we were only allowed to rent to our residents, she asked us to try which is what we have done over the past year.
 - Based on conversations with storage managers prior to closing, they told us to anticipate 10-20% of our residents utilizing the storage as an amenity based on similar products they have seen.

Update on Leasing:

- After one year of leasing, the storage units are currently 16% occupied. Including the garage spaces, we are 22% occupied.
- A self-storage property is considered fully occupied at 85%-90%.
- Most of these units have been given away to our residents as part of leasing incentives for the apartments. No significant income is attributed to the leasing of the storage units at this time.
- Our apartment complex is currently 99% occupied.

	Total	Rented	% Rented
Carports	94	78	83%
Detached Garage	20	18	90%
Storage	243	40	16%

Rented Storage			
Size	Total	Rented	% Rented
5x8	5	5	100%
10x5	52	9	17%
7x10	9	4	44%
8x10	33	0	0%
10x10	144	22	15%
12x20	20	18	90%
25x20	1	0	0%
Total	264	58	22%

Johnstown Plaza Apartments & Storage Site Plan



Site Description	
Land Area	11.57 acres
No. of Units	252 units; 243 storage units and 21 garages
No. of Buildings	3 Residential, 1 Clubhouse, 1 Storage Facility

Johnstown Plaza Master Plan

The storage facility at Johnstown Plaza Apartments is marked by a yellow star.

There are currently four other self-storage facilities already in the immediate vicinity including Lockaway Storage, Atlas Garage Storage at 2534, PODS Enterprises, and Blue Mountain Self Storage. These four properties do not have any use restrictions in place.



Access and Security

- Only tenants of the self-storage building will be able to enter and access their unit via the main entrance located on the north side of the building via key card/ fob access.
- Self-storage is not high traffic. Industry leading self-storage property managers monitor traffic and have recommended that there are 3-4 parking spaces set aside near the entrance for daytime use only.
- Access to the building is controlled by a key fob system and each tenant will be responsible for securing access to their individual units via a personal lock.
- The property is equipped with 56 cameras. Additionally, we employ a 3rd party security company that does two random on-site patrols per night.



*Main entrance is located on north side of the building.

Business Plan

- Engage a professional third-party manager who specializes in self-storage. We need an industry expert to not only market and lease the property but ensure the property is in conformance with state and federal laws that dictate self-storage use.
- Based on market data from professional third-party managers prior to our acquisition, we anticipate that the property should be fully leased (90%) within 9-12 months once management takes over.
- If tenants or future tenants need in person assistance, they can visit during normal business hours 9 am - 5 pm. Otherwise, existing tenants would be allowed to access their units from 7 am - 10 pm.
- Most self-storage providers recommend having a lock kiosk at the property so tenants can purchase their personal lock on site.
- Maintenance, landscaping, and snow removal will be handled by our on-site multifamily apartment staff.



Item #17.

Johnstown Plaza Storage- Exterior



Johnstown Plaza Storage- Interior

244





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Town Alleyway Aesthetic Improvements

ACTION PROPOSED: Consider Proposal by BHA Design, Inc.

ATTACHMENTS: 1. BHA Design, Inc. Proposal for Alleyway Improvements

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

As the Council may recall, Town Staff was recently informed about the desire of Xcel Energy to replace a gas line on Parish Avenue. As part of the discussion with Xcel regarding this project, Staff advocated for the improvements to be made in the alleyway west of Parish Avenue. Some of the benefits of moving this work into the alley includes: eliminating the need for significant construction on the newly paved road of Parish Avenue, meters would have been set on the sidewalks in front of the businesses, impacting aesthetics of the Downtown, and portions of Parish would have been completely closed down for at least 3 weeks during the construction. This doesn't fully eliminate that there will be some small construction in isolated locations on Parish Avenue to abandon the existing line in Parish Ave., but this does mitigate significant construction and closure of Parish Avenue as a whole.

The Town and Xcel have agreed to move the gas line into the alley west of Parish Avenue and there is an opportunity to make improvements to this alleyway immediately adjacent to the downtown corridor. As part of these improvements, we are also working with Xcel Energy, Lumen, and TDS to underground their utilities in this alleyway. Another opportunity associated with the undergrounding is the ability to make significant aesthetic enhancements to the alleyway itself which could last a lifetime. Accordingly, the Town requested BHA Design provide a scope of services for design and engineering services if the Council wanted to move forward with making significant improvements to this alleyway, following the undergrounding of the utilities.

Enclosed for your review and consideration is the proposal provided by BHA Design. In the past they have worked with the Town on the aesthetic enhancements to the Highway 60 and I-25 overpass at the Divergent Diamond Interchange (DDI). They were asked to provide a professional services bid based on the significant and aesthetically pleasing improvements that they facilitated at the I-25 Interchange. The proposed scope of services consists of both a standard services and optional services scope. As per the agreement, the standard services have an estimated cost of \$264,819 with the additional services totaling \$47,766.

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If the Council wants to proceed forward with this agreement, a budget amendment may be necessary for a portion of the work which would begin this year. Funding for this project if approved, would come from the Capital Improvements Fund. The total contract amount, including additional services would be \$312,615. At this time, funds are budgeted in the 2024 budget for construction and our estimate is \$1.5 million. This is based off a square foot improvement based on comparative projects that have happened along the Front Range at locations such as Longmont, Fort Collins, and Loveland.

If the Council desires not to pursue design enhancements associated with this project, the Town would move forward with completing the undergrounding of the utilities and the alleyway may or may not be resurfaced by the Town. If it is not, the contractor(s) would be responsible for bringing the alley back to its current condition. Staff believes this is a great opportunity to do the project considering the impact on the construction side and believe this will help facilitate another great enhancement to the downtown corridor.

LEGAL ADVICE:

The standard professional services agreement would be used for this contract.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Approve the proposal from BHA Design, Inc. with the amount not to exceed \$312,615.

SUGGESTED MOTIONS:

For Approval: I move to approve the professional services agreement with BHA Design, Inc. at a cost not to exceed \$312,615 and authorize the Town Manager to sign the Professional Services Agreement.

For Denial: I move to deny the professional services agreement as presented with BHA Design, Inc.

Reviewed and Approved for Presentation,



Town Manager

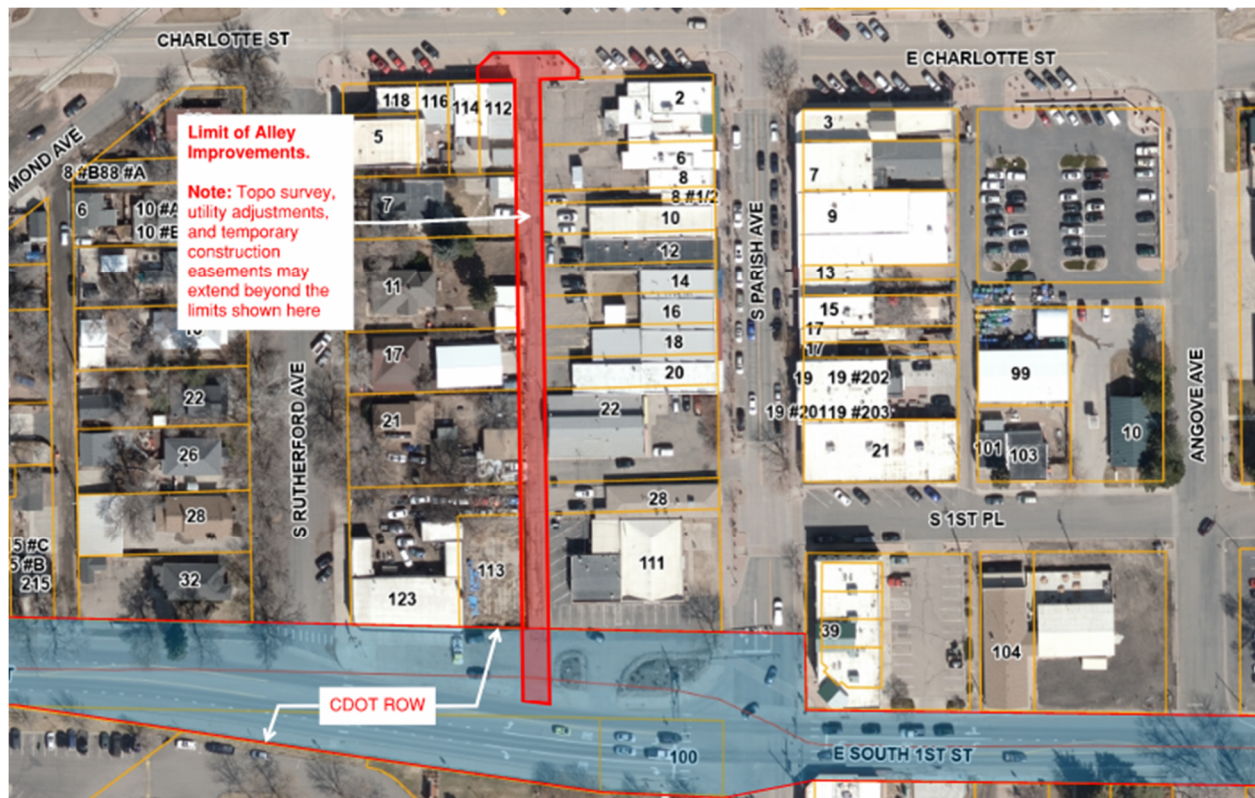
Project Understanding

The Town of Johnstown intends to enhance the alley west of S Parish Ave between Charlotte Street and Hwy 60. The alley will be redesigned to encourage pedestrian activity and maintain vehicle access/parking. The majority of the alley is located in Johnstown Right of Way, but the south end of the alley is located in CDOT Right of Way.

The Town's goal is to begin construction after Xcel undergrounds their existing overhead utilities in the alley.

Project Extents

The project extents are outlined in red below.



Design Team

- **BHA Design** – Lead Consultant, Landscape Architect
- **Wilson & Company (WCI)** – Civil Engineer, Surveyor (sub to BHA)
- **Ayres Associates** – SUE Surveyor (sub to WCI)
- **PEC** – Electrical Engineer (sub to BHA)
- **Larsen Structural Design (Larsen)** – Structural Engineer (sub to BHA)
- **Aqua Engineering (Aqua)** – Irrigation Designer (sub to BHA)
- **CTL Thompson (CTL)** – Geotechnical Engineer (sub to BHA)

Construction Budget

- \$1.3 Million (does not include design fees)

Potential Alley Improvements

- Enhanced pavement
- Drainage improvements – surface and/or subsurface
- Utility adjustments
- Pavement delineators demarking pedestrian and travel/parking areas – per ADA guidelines
- Ornamental Pedestrian Lighting – owned and maintained by the Xcel
- Festoon lighting
- Site furnishings (planter pots, benches, bollards, trash/recycling receptacles)
- 2 Trash Enclosures – coordinate with trash companies
- Improvements to sidewalk and curb bump-outs adjacent within the Charlotte Street ROW
- Decorative alley signage (name of alley in pavement or above ground)
- Regulatory signs (parking and loading restrictions)
- Xcel undergrounding is by others
- Coordination with artist

Scope of Service

Project Start-Up

- BHA will prepare and execute subconsultant agreements
- Coordinate and attend Project Kick-Off Meeting with Town and Key Team Members
- Tour project site, photograph existing conditions
- WCI will prepare a Topographic and Boundary Survey, and private utility locates
- Ayres Associates will conduct a Quality Level B SUE Survey
- CTL will conduct soil borings in 2 locations within the project limits. Related traffic control will be provided by the Town. Soil samples will be analyzed and a report will be prepared summarizing existing subsurface soil conditions and pavement/foundation design recommendations. Refer to CTL's proposal (attached)

Conceptual Design

- Collect precedent images of other inspirational projects
- Prepare preliminary concept(s) for the alley
- Wilson & Co (WCI) will review the existing grading and drainage configuration of the alley. WCI will then assess the conceptual layout of the project and determine how best to improve drainage and create an ADA compliant grading design (2% max slope in any direction).
- After discussing the preliminary concepts with Town staff BHA will prepare a preferred concept
- The team will prepare an Opinion of Probable Construction Cost based on preferred concept
- Work with Town staff to define priorities and to value engineer the design (if required)
- Prepare color rendered site/landscape plans illustrating the proposed improvements
- BHA will prepare 3D SketchUp modeling and renderings of the proposed improvements

Design Development

- 50% Complete Plans
 - Demolition Plan (WCI)
 - Grading and Drainage Plan (WCI)
 - Utility Plans (WCI)
 - Signage and striping/horizontal control plan (WCI)
 - Site Plan (BHA)
 - Site construction details (Team)
 - Landscape Plan (BHA)
 - Irrigation Plan (Aqua)
 - Electrical/Lighting Plan (PEC)
 - Structural Plans (Larsen)
- If required, Ayres will conduct a Quality Level A SUE Survey in coordination with WCI (Optional Service)
- The Opinion of Probable Construction Cost will be updated based on 30% plans
- PDF copies of the plans and opinion of cost will be forwarded to the Town for review.

Construction Documents

- Plans described in the above section will be further refined and the design team will prepare a set of 90% Documents (plans and specifications).
- The Opinion of Probable Construction Cost will be updated based on the 90% Documents.
- PDF copies of the plans, specifications, and opinion of cost will be forwarded to the Town for review.
- Town review comments will be forwarded to the design team 2 weeks after receiving the DRAFT Bid Documents submittal
- Prior to issuing the Bid Documents, an in-house Quality Assurance review will be performed by the team.
- “Bid Documents” will be prepared incorporating changes/comments received from the Town.
- CDOT Special Use Permit and Access Permit – the consultant team will assist the City in applying for this permit. Town staff will be responsible for related paperwork and fees. The consultant team will provide plans and make revisions based on CDOT comments.

Meetings and Project Management

- Design Coordination Meetings during design process with Town Staff – 10 meetings (8 virtual, 2 in-person)
- Meeting with abutting property owners – 2 meetings
- Public Open House – not included
- Utility Coordination Meeting – 1 meeting
- Meetings with CDOT – 2 meetings
- Presentations to Town Council – 2 meetings
- Consultant team coordination meetings – periodic virtual meetings, as needed to coordinate the design
- Project management and coordination outside of meetings (emails, phone calls, management of project schedule, etc.)
- Preparation of meeting agendas and minutes

Bidding Assistance

- The design team will prepare a Bid Form
- Project Managers from BHA and WCI will attend the Pre-Bid Meeting to assist the Town in presenting the project to potential bidders.
- Preparation of Bid Addendum(s)
- BHA will attend the bid opening
- After the bid opening, BHA will prepare a Bid Tabulation

Scope Exclusions and Assumptions

The following items/tasks are not included in this scope.

- The scope for Real Estate Services will be negotiated when requirements are better defined (temporary construction easements, etc.)
- Traffic engineering services are not included in this scope.
- Plans will not be in CDOT format. Plans will be reviewed and approved by the Town.
- Services associated with Johnstown Development Review are not included in this scope.
- Services associated with public art installation(s)/works of art are not included in this scope.
- Booster pump design services are not included in this scope.
- Utility as-built drawings are included as an optional service.

Design Fees

Task	BHA Design	Wilson & CO	Ayres Assoc	PEC	Larsen Structural	Aqua Eng	CTL	Task Total
Project Start-Up	\$2,500	\$13,670	\$18,309	\$1,000	\$0	\$500	\$4,000	\$39,979
Conceptual Design	\$8,500	\$12,120	\$0	\$2,400	\$0	\$500	\$0	\$23,520
Design Development	\$16,400	\$27,240	\$0	\$4,200	\$2,000	\$2,350	\$0	\$52,190
Construction Documents	\$26,000	\$32,800	\$0	\$5,400	\$5,000	\$5,000	\$0	\$74,200
Meetings and Project Management	\$8,500	\$22,720	\$0	\$2,500	\$0	\$1,500	\$0	\$35,220
Bidding Assistance	\$6,500	\$3,360	\$0	\$800	\$500	\$500	\$0	\$11,660
Construction Admin	\$10,000	\$10,000	\$0	\$3,500	\$2,000	\$2,550	\$0	\$28,050
Firm Totals	\$78,400	\$121,910	\$18,309	\$19,800	\$9,500	\$12,900	\$4,000	\$264,819 (labor & expenses)

See fees for Optional Additional Services on the following page.

Optional Additional Services

- Underground Drainage Design - \$11,000
- Civil Utility As-Built Drawings - \$7,080
- Quality Level A SUE Survey - \$29,686

Copies of subconsultant proposals can be provided upon request.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

- AGENDA DATE:** November 6, 2023
- SUBJECT:** An Agreement Between the Town of Johnstown and MWH Constructors for Early Construction and Equipment Procurement on the Water Treatment Plant Project
- ACTION PROPOSED:** Award Construction Contract for two early work packages, Work Authorization 1 and 2, on the Water Treatment Plant project.
- ATTACHMENTS:**
1. Work Authorization 1: Memo, Quote & Schedule
 2. Work Authorization 2: Memo & Quote
 3. CMAR Construction Contract
- PRESENTED BY:** Ellen Hilbig, Utilities Director
-

AGENDA ITEM DESCRIPTION:

Enclosed for Council review and consideration is a request to award a Construction Contract to MWH Constructors, Inc. for two early work packages, Work Authorization 1 in the amount of \$9,907,537 for early construction activities and Work Authorization 2 in the amount of \$22,543,126 for early equipment procurement.

The primary goal for the issuance of these two early work packages is to support a construction schedule that allows for the new plant to come online in early 2026 before the summer high water usage season. The early construction work identified in Work Authorization 1 involves relocation of existing yard pipe to prepare for the excavation of the future treatment plant buildings. This work requires plant shutdowns and utilization of the Towns interconnect water supplies which needs to occur during the 2023 winter low water demand season. The equipment procurement items in Work Authorization 2 have all been identified as long lead items that could critically impact the Contractors ability to meet the schedule goals if they are not ordered as soon as possible.

The pricing identified in these two early work packages was based on the Opinion of Probable Construction Cost developed by the MWH team on the 60% design and includes quotes for all materials and equipment. The drawing set for Work Authorization 1 and the equipment procurement packages for Work Authorization 2 will be competitively bid with any cost savings being rolled over to the projects 90% Guaranteed Maximum Price (GMP). The 90% design that the GMP will be based on will come out at the end of January and is expected to come to Council

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in April. Allowing for these early work packages ensures that the project team can effectively use the next 6 months to get a head start on plant construction and meet the early 2026 schedule.

The Town is working with the Design Engineer (Burns & McDonnell), Owners Representative (BlueWater) and Contractor (MWH) to bring the all-in construction budget for the project to below \$80 million. This number includes construction costs, construction engineering costs, materials testing, miscellaneous permitting and utility coordination for the entire project.

In addition to requesting Council award the early work packages as not to exceed, Staff is also asking that Council authorize the Town Manager to approve the use of an Owners Contingency in an amount not to exceed \$1.3 million (4% of early work package costs) for unforeseen construction expenses encountered on the project.

LEGAL ADVICE:

The Contract has been reviewed by the Town’s Attorney

FINANCIAL ADVICE:

The Town budgeted \$30 million in 2023 budget and \$30 million in the 2024 budget for the Water Treatment Plant project and will be required to address project funding to cover the total project costs in the budget year 2025 & 2026.

RECOMMENDED ACTION: Town Staff recommends the award of the Construction Contract to MWH Constructors, Inc. for two early work packages in an amount not to exceed \$9,807,537 for Work Authorization 1 and \$22,543,126 for Work Authroization 2 and authorize the Town Manager to approve the use of an Owners Contingency in an amount not to exceed \$1.3 million.

SUGGESTED MOTIONS:

For Approval: I move to award the Construction Contract to MWH Constructors, Inc. for two early work packages in an amount not to exceed \$9,807,537 for Work Authorization 1 and \$22,543,126 for Work Authroization 2 and authorize the Town Manager to approve the use of an Owners Contingency in an amount not to exceed \$1.3 million.

For Denial: I move to deny the award of Construction Contract for the early work packages on the Water Treatment Plant project and direct Staff to formally bid out the project.

Reviewed and Approved for Presentation,



Town Manager

October 5, 2023

Ellen Hilbig, P.E.
Utilities Director, Town of Johnstown
450 S. Parish Ave
Johnstown, Colorado 80534

Subject: Johnstown WTP Work Authorization 1 - Early Work Activities

Dear Ellen,

MWH Constructors is pleased to submit this Work Authorization – 1, Early Construction Activities proposal addressing the procurement of early construction activities in the amount of \$9,807,537.00. This proposal is based on the 60% design and Opinion of Probably Construction Costs.

Early Work Activities Packages will include the following:

- S-01 – Relocation, demolition, and installation of yard piping including tie-ins during plant shut down window.
- S-02 – Ground Improvements (Aggregate Piers)
- S-03 – Excavation and Dewatering
- S-04 – Structural Concrete (Clarified Water Wet Well)
- S-05 – Site Civil, Clear/Grub, Temp Roadways

The Pre-Construction tasks for these bid packages include bidding, negotiating, and executing purchase agreements and subcontracts that will be included in our Construction Contract. Also included is the management and supervision of the Early Work Activities Packages.

General condition items include, but are not limited to the following:

- Permits
- Site Survey
- Storm Water Management Implementation and Maintenance

The proposal is based on the following:

- Estimated prices for the procurement of long lead materials and early work activities are based upon 60% design budgetary quotes and are our best estimate of cost but are subject to change pending final design updates and competitive bidding process for actual binding pricing.
- Final construction documents including complete specifications and associated drawings are required prior to any Purchase Agreement can be executed.

- Procurement of long lead items and work that must be completed in the early plant shut down window, that are critical for the expedient delivery of the project.
- Subcontracts for early work activities including earthwork, yard pipe and yard pipe tie ins required during plant shutdown windows, aggregate piers, and concrete at the Clarified Water Wet Well.
- All purchase agreements and subcontracts will be vetted through the Owner and Engineer as required in the Construction Contract.
- Payments in Work Authorization 1 for material and equipment will be in accordance with payment schedules negotiated with successful bidders, and in accordance with the executed Construction Agreement. It is anticipated that the payment schedule may include some or all the following milestone payments, to be negotiated prior to final issuance of Purchase Agreement:
 - *10% Purchase Price for Submittals and Engineering*
 - *40% Purchase Price for Raw Materials*
 - *40% Purchase Price for Materials Stored or Delivered to Site*
 - *5% Purchase Price for Startup and Testing*
 - *5% Retainage*

All work associated with this early work package will be in accordance with the terms and conditions of the Construction Contract and General Conditions.

Builders Risk policy is being carried for the entire project in Work Authorization 1. This premium is based on a final GMP contract value of \$77,000,000. This policy premium will be adjusted based on the final GMP amount.

Attached in Exhibit B is the schedule for the Early Work Activities. The early work activities has a substantial completion date of October 31, 2024.

Sincerely,

Matthew M. Wojtkiewicz

Digitally signed by Matthew M. Wojtkiewicz
DN: C=US,
E=Matthew.Wojtkiewicz@MWHConstructors.com,
OU=MWH Constructors, CN=Matthew M.
Wojtkiewicz
Date: 2023.10.05 14:24:36-06'00'

Matthew M. Wojtkiewicz
Project Executive
MWH Constructors

Exhibit B - WA1 - Executive Summary x WBS

Project Specific Information

Job Name : Johnstown Water Treatment Plant Expansion	Bid Review Date : 9/20/2023
Job Type : Water Treatment Plant Upgrades	Anticipated Award Date : TBD
Owner : Town of Johnstown, CO	Construction Start : 10/1/2023
Location : Johnstown, CO	Construction Completion : 6/15/2026
Contract Type : CMAR	Warranty Period : 1 year(s)
Bond Required? : YES	Estimating Phase : 60% Design

SP Labor and Subcontract/ POA Risk Items

Direct Cost Summary by WBS

Scope Description	SP Man Hours	% of Total MH	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	Percent of Direct Cost
WA1 S-01 Yard Pipe	6,146	26.81%	\$50.65	\$311,272	\$1,489,089	\$310,966	\$265,578	\$2,376,905	33.28%
WA1 S-02 Aggregate Piers	-	0.00%	\$0	\$0	\$0	\$4,248	\$200,600	\$204,848	2.87%
WA1 S-03 Excavation / Dewatering	1,510	6.59%	\$46.71	\$70,539	\$12,626	\$307,131	\$735,626	\$1,125,922	15.77%
WA1 S-04 Wet Well Concrete	4,296	18.74%	\$46.11	\$198,108	\$329,448	\$73,006	\$159,101	\$759,663	10.64%
WA1 S-05 Site Civil / Temporary Roads	10,973	47.87%	\$50.52	\$554,397	\$440,036	\$714,252	\$965,494	\$2,674,179	37.45%
Total Direct by WBS	22,925	100.00%	\$49.48	\$1,134,316	\$2,271,198	\$1,409,604	\$2,326,400	\$7,141,517	100.00%
% of Direct Cost				15.88%	31.80%	19.74%	32.58%	100.00%	

General Conditions

Description	SP Man Hours	Admin Man Hours	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	% of Total Cost
99-GCGR Bidding GCs	-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	1%
9999-GCGR Construction GCs	-	8,520	\$113.77	\$969,335	\$184,185	\$168,639	\$0	\$1,322,159	19%
Total General Conditions	-	9,100	\$249.77	\$1,048,215	\$184,812	\$170,776	\$0	\$1,403,802	16%
TOTAL COST OF WORK	22,925	9,100		\$2,182,530	\$2,456,010	\$1,580,380	\$2,326,400	\$8,545,320	

Mark-Up Costs

T & I / Bond	Rate	UOM	Total Cost	Notes	Fee and Contingency	Rate	UOM	Total Cost
Liability Insurance	0.660%	%	\$63,544	Project total	Owner Contingency (on Direct Cost of Work)	0.00%	%	\$0
Builders Risk Insurance	0.266%	%	\$205,302		Contractor Contingency (on Cost of Work)	5.00%	%	\$427,266
					Escalation	0.00%	%	\$0
					Overhead (on Cost of Work incl. Contingency)	3.50%		\$264,907
Project Bond	0.770%	%	\$74,134		Profit (on Cost of Work incl. Contingency)	3.00%		\$227,063
Total Mark-Up Cost			\$342,980		Total Fee and Cont. Cost			\$919,237

Total Project Cost							Key Ratios		
	Labor	Material	Equipment	Sub	Contingency, Fee, Bonds & Insurance	Project Total	Description	Rate	Manhours
Total Project Cost	\$2,182,530	\$2,456,010	\$1,580,380	\$2,326,400	\$1,262,217	\$9,807,537	Craft to Supervision	2.52	32,025
							Fee as % of Project	5.02%	
							Contingency as % of Project	4.4%	

Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	Work Package	2023												2024												2025												2026												2027											
									F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Johnstown WTP Expansion Project									Item #19.																																																											
Contract Milestones (L1)																																																																				
MSL1000015	NTP Early Construction Package and S&P Packages (LLE, Underground Utility Relcations)	0	0	0	30-Oct-23		-33	WA1	<ul style="list-style-type: none"> ◆ NTP Early Construction Package and S&P Packages (LLE, Underground Utility Relcations) ■ Early Work Package Closeout ◆ Early Work Package Substantial Completion 																																																											
MSL1000055	Early Work Package Closeout	20	20	20	04-Oct-24	31-Oct-24	547	WA1																																																												
MSL1000065	Early Work Package Substantial Completion	0	0	0		31-Oct-24	547	WA1																																																												
Design																																																																				
Early Work Package Separation																																																																				
A1440	Storm Water Design - EWP	10	10	10	08-Sep-23	21-Sep-23	-99	WA1	<ul style="list-style-type: none"> ■ Storm Water Design - EWP 																																																											
A1460	Yard Piping & JUB Coordination - EWP	15	15	15	08-Sep-23	28-Sep-23	-104	WA1	<ul style="list-style-type: none"> ■ Yard Piping & JUB Coordination - EWP 																																																											
A1470	Site Grading & Access Roads - EWP	10	10	10	08-Sep-23	21-Sep-23	-99	WA1	<ul style="list-style-type: none"> ■ Site Grading & Access Roads - EWP 																																																											
A1430	Finalize Early Work Package Drawing Set - EWP	10	10	10	29-Sep-23	12-Oct-23	-104	WA1	<ul style="list-style-type: none"> ■ Finalize Early Work Package Drawing Set - EWP 																																																											
A1480	Town Review - EWP	10	10	10	13-Oct-23	26-Oct-23	-34	WA1	<ul style="list-style-type: none"> ■ Town Review - EWP 																																																											
A1490	Review Meeting - EWP	1	1	1	27-Oct-23	27-Oct-23	-34	WA1	<ul style="list-style-type: none"> ■ Review Meeting - EWP 																																																											
Preconstruction																																																																				
S-Packages																																																																				
A5390	S-Package - Work Authorization 1 Development	0	0	0	13-Oct-23		-70	WA1	<ul style="list-style-type: none"> ◆ S-Package - Work Authorization 1 Development 																																																											
A5400	S-Package - Develop Bid Packages	10	10	10	13-Oct-23	26-Oct-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Develop Bid Packages 																																																											
A5410	S-Package - Submit Bid Packages to Town	0	0	0		26-Oct-23	-70	WA1	<ul style="list-style-type: none"> ◆ S-Package - Submit Bid Packages to Town 																																																											
A5420	S-Package - Town Reviews Bid Packages	10	10	10	27-Oct-23	09-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Town Reviews Bid Packages 																																																											
A5430	S-Package - Prepare and Advertise Bids	10	10	10	30-Oct-23	10-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Prepare and Advertise Bids 																																																											
A5440	S-Package - Manage Through Bid Process	10	10	10	13-Nov-23	28-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Manage Through Bid Process 																																																											
A5450	S-Package - Receive and Review Bids	1	1	1	29-Nov-23	29-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Receive and Review Bids 																																																											
A5460	S-Package - Bid Evaluations, Post Bid Interviews, Final Evaluation and Submission	10	10	10	30-Nov-23	13-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Bid Evaluations, Post Bid Interviews, Final Evaluation and Submission 																																																											
A5470	S-Package - Town Selection of Bidders	5	5	5	14-Dec-23	20-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Town Selection of Bidders 																																																											
S-01 Relocation, Demolition, and Installation of Yard Pipe																																																																				
A4950	Negotiations, Development, and Execute of Contracts with Vendors - S-01 Relocation, Demo, and Install	15	15	15	21-Dec-23	16-Jan-24	-24	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-01 Relocation, Demo, and Install 																																																											
S-02 Ground Improvements (Aggregate Peirs)																																																																				
A5030	Negotiations, Development, and Execute of Contracts with Vendors - S-02 Ground Improvements (Aggr	15	15	15	21-Dec-23	16-Jan-24	770	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-02 Ground Improvements (Aggr) 																																																											
S-03 Excavation & Dewatering																																																																				
A5110	Negotiations, Development, and Execute of Contracts with Vendors - S-03 Excavation & Dewatering	15	15	15	01-Dec-23	21-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-03 Excavation & Dewatering 																																																											
S-04 Structural Concrete (Clarified Water Wet Well Only)																																																																				
A5190	Negotiations, Development, and Execute of Contracts with Vendors - S-04 Structural Concrete	15	15	15	21-Dec-23	16-Jan-24	-21	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-04 Structural Concrete 																																																											
S-05 Site Civil, Clear & Grub, Temp Roadways																																																																				
A5270	Negotiations, Development, and Execute of Contracts with Vendors - S-05 Site Civil, Clear & Grub, Temp	15	15	15	21-Dec-23	16-Jan-24	63	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-05 Site Civil, Clear & Grub, Temp 																																																											
Permitting																																																																				
A3620	Early Works Construction Permits	10	10	10	13-Oct-23	26-Oct-23	822	WA1	<ul style="list-style-type: none"> ■ Early Works Construction Permits 																																																											
A3640	Potable Water Pipe Asbestos - Permit CDPHE	10	10	10	13-Oct-23	26-Oct-23	311	WA1	<ul style="list-style-type: none"> ■ Potable Water Pipe Asbestos - Permit CDPHE 																																																											
Procurement																																																																				
Submittals/Deliveries																																																																				
CSI Current Format																																																																				
Division 03 - Concrete																																																																				
A1190	Submit/Approve/Deliver Concrete Mix Designs (20/25/)	45	45	45	17-Jan-24	20-Mar-24	-21	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Concrete Mix Designs (20/25/) 																																																											
A1200	Submit/Approve/Deliver Reinforcements (20/25/)	45	45	45	17-Jan-24	20-Mar-24	-21	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Reinforcements (20/25/) 																																																											
Division 31 - Earthwork																																																																				
A1170	Submit/Approve/Deliver Dewatering (20/25/10)	55	55	55	22-Dec-23	14-Mar-24	-37	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Dewatering (20/25/10) 																																																											
Construction																																																																				
Work Authorization 1																																																																				
A3940	Shutdown Window - October 15th to April 15th	140	140	140	30-Oct-23	17-Mar-24	-47	WA1	<ul style="list-style-type: none"> ■ Shutdown Window - October 15th to April 15th 																																																											
A3930	Procure Pipe (PVC or C900), Tee, Valves and Blind Flanges (24" PW, 18" RAW, 16" PW, 8" SAN)	20	20	20	21-Dec-23	23-Jan-24	-24	WA1	<ul style="list-style-type: none"> ■ Procure Pipe (PVC or C900), Tee, Valves and Blind Flanges (24" PW, 18" RAW, 16" PW, 8" SAN) 																																																											
A6520	Clear and Grub Site	5	5	5	22-Dec-23	02-Jan-24	-70	WA1	<ul style="list-style-type: none"> ■ Clear and Grub Site 																																																											

Data Date: 10-Feb-23
Run Date: 05-Oct-23
Project ID: JTWTP-PC
Page 1 of 2

Remaining Level of Effort	Critical Remaining Work
Actual Level of Effort	Last Update Milestone
Actual Work	Milestone
Remaining Work	

Johnstown WTP Expansion Project
Update View

October 5, 2023

Ellen Hilbig, P.E.
Utilities Director, Town of Johnstown
450 S. Parish Ave
Johnstown, Colorado 80534

Subject: Johnstown WTP Work Authorization 2 - Early Equipment Procurement

Dear Ellen,

MWH Constructors is pleased to submit this Work Authorization – 2, Early Equipment Procurement proposal addressing procurement of long lead materials in the amount of \$22,543,126.00. This proposal is based on the 60% design and Opinion of Probably Construction Costs.

Procurement Packages will include the following:

- P-01 – Emergency Generators
- P-02 – Motor Control Centers and Harmonic Filters
- P-03 – Vertical Turbine Pumps and VFD’s
- P-04 – GAC Vessels and Media
- P-05 – Membrane Filter System
- P-06 – Pre-Engineered Metal Building (Treatment Building Only)
- P-07 – Electrical Preconstruction Services

The Pre-Construction tasks for these bid packages include bidding, negotiating, and executing purchase agreements that will be included in our Construction Contract. Also included is the management and supervision of the Procurement Packages.

All bid packages will be reviewed with the Town of Johnstown and Burns and McDonnell prior to any award.

The proposal is based on the following:

- Estimated prices for the procurement of long lead materials and early work activities are based upon 60% design budgetary quotes and are our best estimate of cost but are subject to change pending final design updates and competitive bidding process for actual binding pricing.
- Final construction documents including complete specifications and associated drawings are required prior to any Purchase Agreement can be executed.

- Procurement of long lead items that are critical for the expedient delivery of the project. The estimated equipment manufacturing and delivery lead-times we have been given following approved submittals are (subject to change)
 - *P-01 – Emergency Generators: 52 Weeks*
 - *P-02 – Motor Control Centers and Harmonic Filters: 65 Weeks*
 - *P-03 – Vertical Turbine Pumps and VFD’s: 48 Weeks*
 - *P-04 – GAC Vessels and Media: 36 Weeks*
 - *P-05 – Assignment of Membrane Supply: 30 Weeks*

- All purchase agreements and subcontracts will be vetted through the Owner and Engineer as required in the Construction Contract.

- Payments in Work Authorization 2 for material and equipment will be in accordance with payment schedules negotiated with successful bidders, and in accordance with the executed Construction Agreement. It is anticipated that the payment schedule may include some or all the following milestone payments, to be negotiated prior to final issuance of Purchase Agreement:
 - *10% Purchase Price for Submittals and Engineering*
 - *40% Purchase Price for Raw Materials*
 - *40% Purchase Price for Materials Stored or Delivered to Site*
 - *5% Purchase Price for Startup and Testing*
 - *5% Retainage*

All work associated with this early work package will be in accordance with the terms and conditions of the Construction Contract and General Conditions.

Sincerely,

Matthew M. Wojtkiewicz

Digitally signed by Matthew M. Wojtkiewicz
DN: C=US,
E=Matthew.Wojtkiewicz@MWHConstructors.com,
OU=MWH Constructors, CN=Matthew M. Wojtkiewicz
Date: 2023.10.05 12:49:26-06'00'

Matthew M. Wojtkiewicz
Project Executive
MWH Constructors

Exhibit C - WA2 - Executive Summary x Bid Package



Project Specific Information			
Job Name :	Johnstown Water Treatment Plant Expansion	Bid Review Date	9/20/2023
Job Type :	Water Treatment Plant Upgrades	Anticipated Award Date	TBD
Owner :	Town of Johnstown, CO	Construction Start	10/1/2023
Location :	Johnstown, CO	Construction Completion	6/15/2026
Contract Type :	CMAR	Warranty Period	1 year(s)
Bond Required?	YES	Estimating Phase	60% Design

SP Labor and Subcontract/ POA Risk Items									
Direct Cost Summary by WBS									
Scope Description	SP Man Hours	% of Total MH	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	Percent of Direct Cost
WA2 P-01	Emergency Generators	-	0.00%	\$0	\$0	\$0	\$1,757,500	\$1,757,500	8.88%
WA2 P-02	MCC, Harmonic Filters	-	0.00%	\$0	\$0	\$0	\$5,122,201	\$5,122,201	25.88%
WA2 P-03	Vertical Turbine Pumps & VFDs	-	0.00%	\$0	\$2,347,847	\$0	\$227,500	\$2,575,347	13.01%
WA2 P-04	GAC Vessels & Media	-	0.00%	\$0	\$4,240,000	\$0	\$0	\$4,240,000	21.42%
WA2 P-05	Membrane Filters	-	0.00%	\$0	\$4,554,434	\$0	\$0	\$4,554,434	23.01%
WA2 P-06	PEMB (Treatment Building Only)	-	0.00%	\$0	\$0	\$0	\$1,492,632	\$1,492,632	7.54%
WA2 P-07	Electrical Preconstruction Services	-	0.00%	\$0	\$0	\$0	\$52,000	\$52,000	0.26%
Total Direct by WBS		-	0.00%	\$0.00	\$0	\$11,142,281	\$8,651,833	\$19,794,114	100.00%
% of Direct Cost					0.00%	56.29%	0.00%	43.71%	100.00%

General Conditions										
Description	SP Man Hours	Admin Man Hours	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	% of Total Cost	
99-GCGR	GC's and GR's	-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	0%
Total General Conditions		-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	0%
TOTAL COST OF WORK		-	580		\$78,880	\$11,142,907	\$2,137	\$8,651,833	\$19,875,757	

Mark-Up Costs									
T & I/ Bond	Rate	UOM	Total Cost	Notes	Fee and Contingency	Rate	UOM	Total Cost	
Liability Insurance	0.660%	%	\$148,785		Owner Contingency (on Direct Cost of Work)	0.00%	%	\$0	
					Contractor Contingency (on Cost of Work incl. GCGR)	5.00%	%	\$993,788	
					Escalation	0.00%	%	\$0	
					Overhead (on Cost of Work incl. Contingency)	3.50%		\$727,577	
					Profit (on Cost of Work incl. Contingency)	3.00%		\$623,637	
Project Bond	0.770%	%	\$173,582						
Total Mark-Up Cost			\$322,367		Total Fee and Cont. Cost			\$2,345,001	

Total Project Cost						Key Ratios			
	Labor	Material	Equipment	Sub	Contingency, Fee, Bonds & Insurance	Project Total	Description	Rate	Manhours
Total Project Cost	\$78,880	\$11,142,907	\$2,137	\$8,651,833	\$2,667,368	\$22,543,126	Craft to Supervision	-	580
							Fee as % of Project	5.99%	
							Contingency as % of Project	4.4%	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

Prepared By



AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

	Page
Article 1— The Project and initial work authorizations.....	1
Article 2— Owner’s Advisor and Engineer; Owner’s Project Team	1
Article 3— CMAR Services	1
Article 4— Compensation for Performance and Completion of the Work	2
Article 5— Construction Support Costs	2
Article 6— Cost of the Work	3
Article 7— Construction Manager at Risk Fee	6
Article 8— CMAR Contingency Allowance.....	6
Article 9— Work Authorizations	7
Article 10— Procurement of Subcontractors; CMAR Self-Performance of Authorized Work.....	8
Article 11— Guaranteed Maximum Price	8
Article 12— Owner’s Contingency Allowance	9
Article 13— Payment Procedures.....	9
Article 14— Documentation and Audit.....	10
Article 15— Contract Times	10
Article 16— Contract Documents	11
Article 17— Representations, Certifications, and Stipulations.....	12
EXHIBIT A: Scope of cmar services	16
EXHIBIT B: Work Authorization 1	17
EXHIBIT C: Work Authorization 2	18

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between the Town of Johnstown, a Colorado home-rule municipality (“Owner”), and MWH Constructors, Inc., a Delaware corporation (“Construction Manager at Risk” or “CMAR”).

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

The Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT AND INITIAL WORK AUTHORIZATIONS

- 1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows: **Johnstown Water Treatment Plant Expansion Project (“Project”)**.
- 1.02 The Owner and CMAR anticipate that there will be three Work Authorizations. At the time of the execution of this Agreement, the design phase of the Project is approximately 60 % complete. Despite the early stages of the Project, wherein the full scope is not yet known, the Owner and CMAR desire to move forward with two initial Work Authorizations. Work Authorization 1, which is attached hereto and incorporated herein by reference as Exhibit ____, relates to procurement of equipment to address long lead times. Work Authorization 2, which is attached hereto and incorporated herein by reference as Exhibit ____, relates to procurement of early construction activities. The Owner and CMAR are executing this Agreement to move forward with Work Authorization 1 and Work Authorization 2 and to generally govern the parties’ relationship when the full scope of the Project is known. The Owner and CMAR, however, reserve the right to modify certain terms of the Agreement by written agreement at a subsequent date when the design phase of the Project is complete or closer to completion.
- 1.03 When the Drawings and Specifications are approximately 90% complete, the Owner and CMAR anticipate negotiating and thereafter executing Work Authorization 3, which will cover the remaining portions of the Project. Concurrently therewith, the Owner and CMAR anticipate executing a Contract Amendment to set forth the Guaranteed Maximum Price of the Contract.

ARTICLE 2— OWNER’S ADVISOR AND ENGINEER; OWNER’S PROJECT TEAM

- 2.01 The Owner has not retained a consultant to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Advisor in the Contract. Any reference to Owner’s Advisor in the Contract Documents shall be deemed to mean Owner. At any time subsequent hereto, the Owner may, at its sole discretion, retain a third-party consultant to act as the Owner’s Advisor and perform the duties and responsibilities assigned to Owner’s Advisor pursuant to the Contract Documents.
- 2.02 Unless otherwise modified by the Owner by written notice to CMAR, at the Owner’s discretion, the Owner has retained Burns & McDonnell Engineering Company, Inc. a Missouri Corporation (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

- 3.01 Scope of CMAR Service. On or about February 6, 2023, the Owner and CMAR executed a Professional Services Agreement (“PSA”) that governs the CMAR Services, a copy of which is attached hereto and incorporated herein

by reference as Exhibit A. This Agreement and the PSA shall be read harmoniously. To the extent of a

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
 - A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in the Exhibits B & D
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit A
- 4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.
- 4.03 The amounts for CMAR’s compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

- 5.01 Construction Support Costs
 - A. Construction Support Costs (field overhead or “general conditions” costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and may be included by CMAR in proposed Work Authorizations that occur outside the GMP schedule submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:
 - 1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
 - 2. Management of Subcontractors and Suppliers;
 - 3. Management of delegated professional design services, if any;
 - 4. Costs associated with safety programs, including safety managers and safety representatives;
 - 5. Quality management not specifically designated to be covered in a Work Authorization;
 - 6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
 - 7. [Intentionally omitted];
 - 8. Compliance with Laws and Regulations;
 - 9. [Intentionally omitted]
 - 10. Contract administration costs, including costs for:
 - a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,
 - c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
 - e. Changes to the CMAR Contract per Article 11 of the General Conditions,

- f. Applications for Payment per Article 15 of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
 12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
 13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
 14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$500 **[or insert other threshold price]**;
 15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
 16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;
 17. Costs associated with substantial completion, partial utilization, and final completion; and
 18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.
- B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.
 - C. The CMAR shall exclude sales and use taxes from all Work Authorizations and the GMP proposal. The Project is located within the jurisdictional limits of the Town of Johnstown, Colorado and the Owner shall provide the CMAR with a sales and use tax exemption for the use with contracting with subcontractors and suppliers. If any sales and use taxes are assessed despite the efforts of CMAR to exclude such taxes and with prior written notice and approval of the Town, the amounts will be an adjustment to the GMP by a change order.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:
 1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.

C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

- A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner in writing.
- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the Site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner.
- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.
- D. Subcontractor Cost—Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.
- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.
 2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.
 - b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (<https://equipmentwatch.com/blue-book-cost-recovery>). Hourly rates will be as shown in EquipmentWatch or mutually agreed upon by CMAR and Owner. These rates will include all operating costs per Paragraph 6.02.E.2.a.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or

machinery, and all such costs will be in accordance with the terms of said rental agreement. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.
 - e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.
3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- F. Supplemental Costs which consist of the following:
1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.
 2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.
 3. [Intentionally omitted]
 4. Deposits lost for causes other than the negligence or willful misconduct of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
 5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
 6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
 7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
 8. The cost of premiums for Builder's Risk insurance and other Work Authorization-specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.

1. [Intentionally omitted]
2. Expenses of CMAR's principal and branch offices.
3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.
4. Costs due to the negligence or willful misconduct of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.
8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

- A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

- A. The CMAR Fee is a specified percentage of the Cost of the Work as shown in Exhibit A. No fee will be payable on the basis of costs itemized as excluded in Paragraph 6.03.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

- A. The CMAR Contingency Allowance funds are for the exclusive use of CMAR while executing the Work, to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.
- B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.
- C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:
 1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;
 2. Corrective work, regardless of fault if non-conformance is unintended;
 3. Subcontractor defaults;
 4. Overruns in Construction Support Costs;
 5. Builder's Risk deductibles;
 6. Verified excusable errors in estimates;
 7. Non-compensable overtime and other acceleration costs; or

8. Bidding scope gap.
- D. CMAR shall not utilize the CMAR Contingency Allowance if CMAR recovers funds (1) from bonds and insurance coverage payments for such expenditures or (2) from defaulting Subcontractors or Suppliers for such expenditures.
 - E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.
 - F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.
 - G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance.
 - H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.
 - I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. The Owner shall have ten (10) business days to review and approve use of the CMAR Contingency Allowance, which approval shall not be unreasonably withheld or conditioned. If approved, payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.
 - J. The CMAR Contingency Allowance will be established at the time of establishment of the GMP. Upon agreement of the Owner and CMAR, a CMAR Contingency Allowance may be included in Work Authorization 1 and Work Authorization 2. If a Contingency Allowance is included in the Work Authorizations, Owner and Contractor may agree prior to final completion of a Work Authorization to allow remaining unused contingency to be applied as contingency for the next or subsequent Work Authorization or the GMP.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared by CMAR describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CMAR must be authorized by the Owner in an approved Work Authorization specifying or referencing the scope of Work to be conducted.
- C. The Owner and CMAR must approve each Work Authorization in writing.
- D. The Work Authorization will indicate the not to exceed compensation to which CMAR is entitled for providing the authorized Work.
- E. CMAR is not entitled to compensation for providing Work that Owner has not authorized.
- F. For cost savings realized in a Work Authorizations, Owner and Contractor agree prior to final completion of a Work Authorization to allow remaining unused funds to be applied as either a deductive change order or Owner Contingency for the next or subsequent Work Authorization or the GMP.

9.02 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of

expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

- A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).
- B. CMAR may negotiate on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work
- C. [Intentionally omitted]
- D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsible and responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.

- A. Construction Support Cost Amount (Article 5);
- B. Cost of the Work (Article 6);
- C. CMAR Fee (Article 7); and
- D. CMAR's Contingency Allowance Amount (Article 8).

11.02 [Intentionally omitted.]

11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the time when the Drawings and Specifications are 90% complete. The GMP shall be set forth in an agreed upon Contract Amendment.

- A. The Work Packages released and authorized prior to 90% completion of the Drawings and Specifications shall be counted when calculating the time period establishment of the GMP.
- B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.

11.04 Owner's Appropriation

- A. Pursuant to Section 24-91-103.6, C.R.S., as amended, the Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original contract amount, unless the Owner provides written

assurance to CMAR that lawful appropriations have been made to cover the cost of the additional work, unless such work is covered under the remedy-granting provisions of the Contract.

11.05 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount.
- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:
 1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.
 2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.
 3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

- A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.
- B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

- A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor within thirty (30) days after approval of an Application for Payment.
- B. Progress payments on account of the Cost of the Work.
 1. Prior to Substantial Completion of the Work, including for each Work Authorization, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety-five percent (95%) of the value of the Work completed, with the balance being retained.
- b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work, with the balance being retainage.

13.03 2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, on the condition that the Work Authorization, or portion thereof contains a substantial completion date for such Work and CMAR completed the Work by such date, Owner shall pay an amount sufficient to increase total payments to CMAR for the labor and materials portion of the Work (not the early procurement of the equipment) to 100% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.02.E of the General Conditions and subject to compliance with the Colorado Public Works Act, Section 38-26-101, et seq., C.R.S. Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions and the law.

13.04 Consent of Surety

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

13.05 Interest

- A. All undisputed amounts not paid when due will bear interest at the rate of [number] percent per annum.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.01 [Intentionally omitted]

15.02 Contract Times—Days

- A. The Owner and CMAR shall agree upon the date when the Work will be substantially complete at the time of establishment on the GMP and the concurrent execution of a Contract Amendment.
- B. The number of days in which the Work will be substantially complete, and in which the Work will be completed and ready for final payment, will be set out in a Contract Amendment and comply with provisions of Article 15. Completion dates for specified portions of the Work, if applicable, may be set out in Work Authorizations or Change Orders.

15.03 Liquidated Damages

- A. CMAR and Owner recognize that Substantial Completion of the Work, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:
1. Substantial Completion – CMAR shall pay Owner \$1,500.00 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
 2. Completion of Remaining Work – After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Milestones CMAR shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.
 4. If Owner recovers liquidated damages for a delay in completion of the Project or a then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.
- B. Bonus: CMAR and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and CMAR agree that as a bonus for early completion, Owner shall pay CMAR \$100.00 for each day prior to the time specified above for Substantial Completion, as duly adjusted pursuant to the Contract, that the Work is substantially complete. The maximum value of the bonus will be limited to \$500.00.

15.04 [Intentionally omitted]

15.05 Milestones and Associated Damages

- A. Work required to be complete to meet the following Milestone(s) will be included in a separate Work Authorization, if at all, or established with the GMP and set forth in a Contract Amendment.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. General Conditions.
 3. Supplementary Conditions.
 4. General Requirements (Division 01 of the Specifications.)
 5. Drawings and Specifications completed as of the Effective Date of the Contract: **[itemize or incorporate list]**.
 6. Exhibits to this Agreement (enumerated as follows):

- a. Exhibit A, Scope of CMAR's Services;
 - b. Exhibit B, Work Authorization 1
 - c. Exhibit C; Work Authorization 2
 - d. Exhibit D; Work Authorization 3 - GMP
 - e. **[List other exhibits, if any].**
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
- a. Contract Amendments;
 - b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and
 - e. Warranty Bonds, if any.
- B. There are no Contract Documents other than those listed above in this Article 16.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

- A. To induce Owner to enter into this Contract, CMAR makes the following representations:
1. CMAR has examined and carefully studied the Contract Documents, including Addenda.
 2. CMAR has visited the Site, is familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. CMAR has studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. [Intentionally omitted]
 6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract **[Proposal]** Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
 7. [Intentionally omitted]

8. CMAR is aware of the general nature of work to be performed by Owner and others at the relates to the Work as indicated in the Contract Documents.
9. CMAR will provide Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR. If CMAR performs any construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without providing notice of such error, inconsistency or omission to Owner, CMAR shall assume responsibility for such construction activity and shall bear the costs attributable to any necessary correction.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CMAR's entry into this Contract constitutes representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

- A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

Address for giving notices:

450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

Designated Representative:

Name: Ellen Hilbig
(typed or printed)

Title: Utilities Director
(typed or printed)

Address:

450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534

Phone: 970.578.9619

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

Address for giving notices:

8001 Arista Pl Suite 500
Broomfield, CO 80021

Designated Representative:

Name: Tom Paul
(typed or printed)

Title: Director of Business Development
(typed or printed)

Address:

8001 Arista Pl Suite 500
Broomfield, CO 80021

Phone: 720.547.5354

Email: Tom.paul@mwhconstructors.com

License No.: _____
(where applicable)

State: _____

**TOWN OF JOHNSTOWN
PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 6 day of February 2023 (the "Effective Date") by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town") and MWH Constructors, Inc., a Foreign 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 December 31, 2023 and shall not extend beyond that date absent the written approval of the Town.

SECTION 3: OPERATIONS

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

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

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance.

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

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

B. Contractor shall procure and maintain the minimum insurance coverages

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

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

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

SECTION 5: TERMINATION

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

SECTION 6: INDEPENDENT CONTRACTOR

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

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

SECTION 7: NOTICE

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

TO THE TOWN:
Town of Johnstown
Attn: Ellen Hilbig
450 S. Parish Avenue
P.O. Box 609
Johnstown, CO 80534
Email: ehilbig@johnstownco.gov

TO CONTRACTOR:
MWH Constructors Headquarters
Attn: Tom Paul
8001 Arista Pl Suite 500,
Broomfield, CO 80021
Email: tom.paul@mwhconstructors.com

SECTION 8: MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

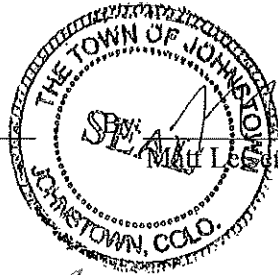
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: Hannah Hill
Hannah Hill, Town Clerk



Sean Matt
Sean Matt, Town Manager

MWH CONSTRUCTORS, INC

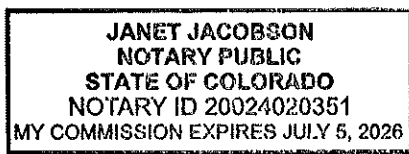
By: Blair Lavoie
Name: Blair Lavoie
Title: President/CEO

STATE OF COLORADO)
) ss
COUNTY OF Branche

SUBSCRIBED AND SWORN to before me this 10th day of February, 2023, by Blair Lavoie as the President/CEO of MWH Constructors, Inc.

WITNESS my hand and official seal.

My commission expires: 07/05/2026



Janet Jacobson
Notary Public

**EXHIBIT A
SERVICES**

RFP: SCOPE OF DESIGN PHASE SERVICES

The selected CMAR will be provided separate contracts for design phase services and construction phase services with the Town. The design phase services agreement will provide for specific services and compensation for project team activities other than construction phase services. The proposed Design Phase services and activities are listed below.

- Participate as a member of the project team in evaluating alternative facility arrangements, construction materials, and sequencing of construction which may affect the selection, design and arrangement of project components.
- Provide input and feedback regarding comparative cost of implementation of required facilities as defined by the project team.
- Provide value engineering assistance to determine options that may reduce the total construction costs of the project (for example, help determine site layout efficiencies or phasing of the project that will reduce total costs).
- Assist and participate as a member of the project team through the completion of construction documents providing a project schedule at approximately two or three additional intervals during completion of the drawings and specifications.
- Assist and participate in any early procurement packages identified by the project.
- Identify appropriate subcontractors and material suppliers that will be invited to participate/bid in the pricing and/or construction of the project. Suitability will be determined by concurrence of the entire project team.
- Assist and participate as a member of the project team through completion of construction documents providing an estimate of probable costs at approximately one or two additional intervals during completion of the drawings and specifications.
- Participate as a member of the project team in the completion and approvals of required permits including building code compliance for the proposed design and construction as needed. This will be a responsibility of the CMAR who shall meet the contractor licensing requirements of the Town.
- Based on a mutually agreed upon completion level of the drawings and specification (for example, 90% design), prepare a final construction project cost in the form of a guaranteed maximum price (GMP). The Town may accept the GMP and use it as a cost basis for the CMAR contract, or reject the GMP, which would terminate the design phase agreement. The Town also reserves the right to compare the GMP independently to ensure the project cost is reasonable.
- The CMAR firm may be requested to commence construction in phases, before Construction Drawings and Specifications are completed. Therefore, pricing of any individual tasks prior to the GMP construction shall be substantiated as an additional service request basis with the predetermined parameters, process and procedures. Allowances for certain tasks or equipment items may be necessary.
- Other required services for project completion outlined in the CMAR Contract.

TAB C: COST PROPOSAL:

As part of the CMAR Construction Phase Contract negotiations the scope of the work and GMP will be established. The project is being funded by Town reserves. It is the Town's intention to minimize the final cost to complete project. Any savings will be accrued to the Town. There is potential that alternative funding sources for the Project may become available. Town may pursue these funding sources and as a result be required to publicly bid the construction services for the Project. Respondents to this RFP are made aware that the CMAR selection, construction schedule, funding, and other services may be revised per the outcomes of the Infrastructure Bill. Contractor will work with design team to value engineer costs to meet the Town's budget.

- Design Phase Services:

Provide hourly rates for the proposed key project staff from your firm (and subcontractors if necessary) for assistance to the project design team during the design phase of a project. Present these rates in a unit pricing format for each of the CMAR's representatives, staff members, and/or subcontractors that are proposed to participate as members of the project team in the design phase activities.

Provide a total design phase budget based on the following:

1. Project kick-off meeting: 1 meeting, 4-hours each
2. Progress Meetings: 1hr each Bi-Weekly – assume 18
3. Project Design Workshops: 2x each month in person , 3-hours each – assume 18
 - a. Schedule & Sequencing Workshop: 60% & 90%
 - b. Value Engineering Workshop: 60% & 90%
 - c. Risk & Opportunity Assessment Workshop: 60% & 90%
4. Design Review & Procurement Plan/Packages: 60% & 90% - assume 80 hours
5. In-house project estimating and other design phase services: - assume 120 hours
 - a. 60% Project Budget & Construction Cost Development:
 - b. 90% GMP Project Budget & Construction Cost Development:
6. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.
 - a. Condition Assessment for DAF Building Upgrades – assume 40 hrs

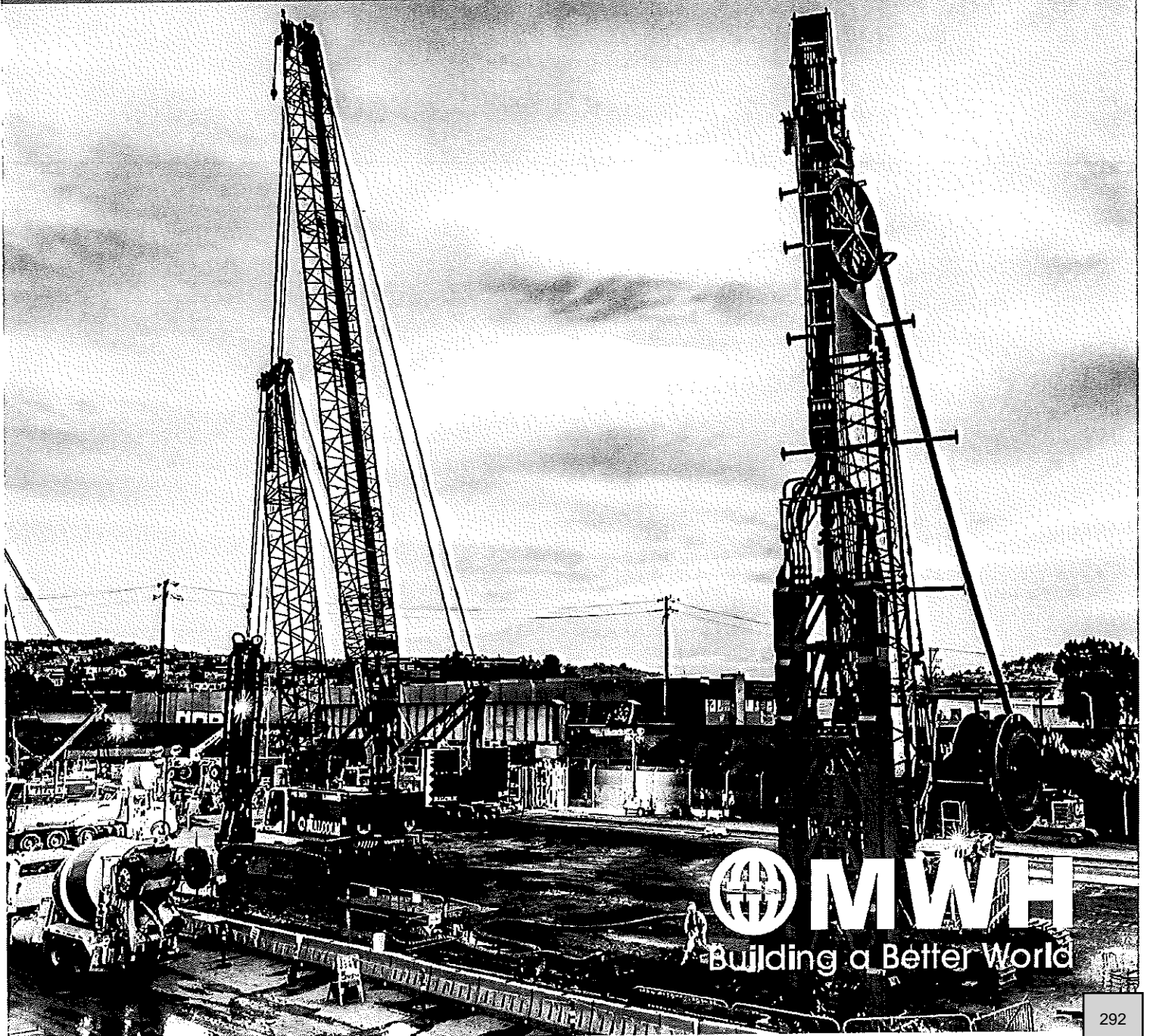
GMP Approach:

Discuss how the GMP will be determined for construction phase of the project. In addition, included as supplement to the GMP Approach; provide the following:

1. Itemized unit labor cost for personnel on the CMAR's staff expected to be involved in the project; i.e., cost per hour by job title or labor classification. Itemize for each labor category the unit payroll cost and the direct labor overhead cost applicable to each labor hour charged.
2. Provide the factor, percentage or lump sum, or other manner of pricing of the CMAR's general overhead required to be compensated during the construction phase.
3. Provide a detailed description and manner of determination of the CMAR's fee and/or profit factor desired to be attained and priced in the GMP.

4. Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?
5. Describe contingency, how it is managed, and use of contingency.
6. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.
7. Provide an itemization, if any, of CMAR's overhead, fee, and/or profit to be applied to both materials and subcontractor costs incorporated into the project.
8. Provide an itemization of the CMAR's proposed equipment and temporary facilities to be used and/or installed at the project site together with applicable unit pricing proposed for compensation throughout the project. Examples include company owned vehicles, field office, storage facilities, toilet(s), dumpster(s)/ debris disposal. Include any project specific operation and maintenance costs (communication services/equipment, employee accommodations. When describing equipment, address owned, leased or rented equipment. Include a description and example of the way a "small tool allowance" and expendable tools and parts will be compensated.
9. Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.
10. Describe any additional cost elements or factors applied to project labor, materials, equipment or subcontractor's costs to determine the GMP.
11. Itemize and describe the rates and/or other cost factors in providing comprehensive general liability, auto liability, and builders risk insurance during the construction period.
12. Describe and itemize the rate applicable to this project which will be utilized to determine the payment and performance bond premiums for the project.
13. Itemize those factors involved in change orders, contract modifications order and/or adjustments to the GMP including supervision allowance (i.e., percentage of direct labor hours, cost or other approach), labor and material markups and overhead and profit percentages if they are different than the factors used in determining the initial GMP.

C. COST PROPOSAL



 **MWH**
Building a Better World

DESIGN PHASE SERVICES PROPOSED RATES

MWH CONSTRUCTORS
 Town of Johnstown, Water Treatment Plant Expansion Project
 CMAR Design Phase (Preconstruction) Services - Cost Proposal
 Date: Dec. 1, 2022

Design Phase, Preconstruction Services Cost Proposal Summary

Description	Project Executive Tom Peal		Preconstruction Manager Tom Peal		Project Manager Kara Barmann		Superintendent Tyler Hendrix		Electrical Superintendent Victor Ebers		Lead Estimator Britt Henderson		Quality Engineer TBD		Safety Engineer TBD		Total
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1. Project kick-off meeting: 1 meeting, 4-hours each			4		4		4		4		4						20.0
	Subtotal (Hours):		4.0		4.0		4.0		4.0		4.0		0.0	0.0	0.0	0.0	20.0
	Subtotal (Cost):	\$0	\$749		\$519		\$503		\$482		\$535		\$0	\$0	\$0	\$0	\$2,793
2. Progress Meetings: 1hr each Bi-Weekly -- assume 18 meetings			18.0		18.0		9.0		9.0		9.0						63.0
	Subtotal (Hours):	0.0	18.0		18.0		9.0		9.0		9.0		0.0	0.0	0.0	0.0	63.0
	Subtotal (Cost):	\$0	\$3,371		\$2,337		\$1,443		\$1,084		\$1,204		\$0	\$0	\$0	\$0	\$9,139
3. Project Design Workshops 2x each month in person, 3-hours each -- assume 18																	0.0
a. Schedule & Sequencing Workshop: 60% & 90%			18.0		18.0		9.0		9.0		9.0						0.0
b. Value Engineering Workshop: 60% & 90%			18.0		18.0		9.0		9.0		9.0						63.0
c. Risk & Opportunity Assessment Workshop: 60% & 90%			18.0		18.0		9.0		9.0		9.0						63.0
	Subtotal (Hours):	0.0	54.0		54.0		27.0		27.0		27.0		0.0	0.0	0.0	0.0	189.0
	Subtotal (Cost):	\$0	\$10,114		\$7,010		\$3,429		\$3,251		\$3,612		\$0	\$0	\$0	\$0	\$27,416
4. Design Review & Procurement Plan/Packages: 60% & 90% - assume 80 hours																	0.0
-60%			20.0		20.0		10.0		10.0		8.0		6.0	6.0	6.0	6.0	80.0
-90%			20.0		20.0		10.0		10.0		8.0		6.0	6.0	6.0	6.0	80.0
	Subtotal (Hours):	0.0	40.0		40.0		20.0		20.0		16.0		12.0	12.0	12.0	12.0	160.0
	Subtotal (Cost):	\$0	\$7,492		\$5,193		\$2,540		\$2,408		\$2,141		\$1,138	\$978	\$0	\$0	\$21,889
5. In-house project estimating and other design phase services - assume 120 hours																	0.0
a. 60% Project Budget & Construction Cost Development:			8.0		8.0		8.0		8.0		8.0		8.0	8.0	8.0	8.0	0.0
b. 90% GMP Project Budget & Construction Cost Development:			8.0		8.0		8.0		8.0		8.0		8.0	8.0	8.0	8.0	0.0
	Subtotal (Hours):	0.0	16.0		16.0		16.0		16.0		17.6		0.0	0.0	0.0	0.0	240.0
	Subtotal (Cost):	\$0	\$2,997		\$2,077		\$2,092		\$1,926		\$2,346		\$0	\$0	\$0	\$0	\$52,578
6. Other costs if the CMAR considers inclusive of design phase services; e.g., reproductions, travel time, that it should be compensated.																	0.0
- General Management, Administrative Services:			80.0		180.0		80.0		60.0		20.0		8.0	8.0	8.0	8.0	0.0
- Condition Assessment for DAF Building Upgrades - assume 40 hrs:			4.0		12.0		8.0		8.0		8.0		8.0	8.0	8.0	8.0	40.0

DESIGN PHASE SERVICES PROPOSED RATES CONTINUED

MWH Constructors
 Town of Johnstown, Water Treatment Plant Expansion Project
 CMAR Design Phase (Preconstruction) Services - Cost Proposal
 Date: Dec. 1, 2022

Design Phase, Preconstruction Services Cost Proposal Summary

Description	Project Executive Tom Paul	Preconstruction Manager Tom Paul	Project Manager Nancy Borom	Project Supervisor Tyler Hendrix	Electrical Supervisor Victor Ebara	Local Estimator Brett Henderson	Quality Engineer TBD	Safety Engineer TBD	Total
	0.0	84.0	192.0	88.0	68.0	23.0	8.0	8.0	476.0
	\$0	\$15,733	\$24,925	\$11,176	\$8,188	\$3,746	\$759	\$652	\$65,178
Subtotal (Hours):									
Subtotal (Cost):									
7. Preliminary GMP									
Early Work / Long Lead Procurement		8.0	60.0	40.0	16.0	24.0	8.0	8.0	0.0
GMP Work Package Plan Development, Work Package Solicitation, Preparation of GMP		40.0	120.0	120.0	40.0	32.0	10.0	10.0	0.0
	0.0	48.0	180.0	160.0	56.0	56.0	18.0	18.0	536.0
	\$0	\$8,990	\$23,367	\$20,320	\$6,743	\$7,492	\$1,708	\$1,467	\$70,086
Totals (Hours):									
Total Hourly Billable Rate:									
	\$187	\$187	\$130	\$127	\$120	\$134	\$95	\$81	\$1,684.0
Total Preconstruction Staff Labor:	\$0	\$49,446	\$65,427	\$41,148	\$24,081	\$42,276	\$3,605	\$5,096	\$229,080

GMP APPROACH

1. *Itemized unit labor cost for personnel on the CMAR's staff expected to be involved in the project; i.e., cost per hour by job title or labor classification. Itemize for each labor category the unit payroll cost and the direct labor overhead cost applicable to each labor hour charged.*

DESIGN PHASE / PRECONSTRUCTION SERVICES: PROPOSED HOURLY STAFF RATES:

Project Executive – \$185.00/HR
 Project Manager – \$130.00/HR
 Assistant Project Manager – \$115.00/HR
 General Superintendent – \$125.00/HR
 Superintendent – \$115.00/HR
 Lead Estimator – \$134.00/HR
 Estimator – \$110.00/HR
 Project Engineer – \$110.00/HR
 Office/Field Engineer – \$100.00/HR
 SU&C Manager – \$145.00/HR
 Scheduler – \$110.00/HR
 Quality Manager – \$105.00/HR
 Safety Manager – \$105.00/HR

2. *Provide the factor, percentage or lump sum, or other manner of pricing of the CMAR's general overhead required to be compensated during the construction phase.*

MWH proposes a fixed percentage of 3.5% on top of Cost of Work, excluding bonds and insurance.

3. *Provide a detailed description and manner of determination of the CMAR's fee and/or profit factor desired to be attained and priced in the GMP.*

MWH proposes a fixed percentage of 3.0% on top of Cost of Work, excluding bonds and insurance.

4. *Describe your approach to developing a cost to complete this project. How will this affect your firm's design input?*

MWH will work openly and in partnership with the Town and Engineer to perform cost estimation services and ultimately to produce a Guaranteed Maximum Proposal(s) for the construction of this project. We believe that all CMAR projects require a baseline construction cost estimate to facilitate thorough and objective decision-making during the course of design for the project to achieve the goal of producing an on-schedule and under budget project. Having a baseline estimate in place for the project will allow for itemized cost-based decision making

CONSTRUCTION PHASE (PRELIMINARY GMP): PROPOSED HOURLY STAFF RATES:

Project Executive – \$220.00/HR
 Project Manager – \$151.00/HR
 Assistant Project Manager – \$135.00/HR
 General Superintendent – \$140.00/HR
 Superintendent – \$130.00/HR
 Lead Estimator – \$156.00/HR
 Estimator – \$120.00/HR
 Project Engineer – \$130.00/HR
 Office/Field Engineer – \$115.00/HR
 SU&C Manager – \$160.00/HR
 Scheduler – \$120.00/HR
 Quality Manager – \$115.00/HR
 Safety Manager – \$115.00/HR
 BIM / VDC Manager – \$120.00/

to be performed. There are several key decisions made early in the project which have compounding implications to final project design once decided upon and cemented into the project's design. As an example, our team will provide input early on with regards to proposed facilities layouts and sizing, routing of utilities, process and key equipment selection, and selection of building materials. As the project evolves from 60% to 90% design, we will support decision-making by providing input and cost estimation services for design alternatives and value engineering ideas.

Once design progresses to the 60% design, MWH will provide further cost estimation services as desired by the Town. The 60% design estimate produced by MWH will be substantiated by detailed quantity take-offs, market-based input for costs of materials and equipment, detailed risk assessment and contingency assessment by means of a risk register, and cost escalation analysis. At the time of the 60% estimate, MWH will prepare several reports to breakdown the estimated cost of construction including estimate reports by facility/building, discipline of work per CSI specification grouping, work phasing, and bid packaging. Following completion and submission of the 60% design OPCC estimate, MWH will prepare a cost summary presentation for the Town and Engineer. In tandem with the 60% estimate, our team will prepare a detailed construction schedule outlining the remaining timelines for design

development, bid packaging and bid processes, GMP development, and construction, including facility start up and commissioning. The project construction schedule will be used to develop and support the estimated durations needed for CMAR project management General Conditions staff.

As the project progresses from 60% design to 90% design, we will prepare a site logistics plan, confirm long lead items, and prepare safety, quality management plans. We recognize that this phase of the project is critical for the identification and avoidance of potential conflicts. MWH understands that preconstruction will be very intense for the first several months, which is why our team is available to begin immediately. We also see as critical during preconstruction the procuring of other early works packages and following the 60% estimate can progress directly into GMP development.

Our team will provide design review between 60%, 90% and final design stages with dedicated focus towards constructability reviews and including review of plans, standard details, and specifications. At the 90% design stage, MWH will produce a final estimate and report. Similar to the 60% stage, the 90% will be supported by detailed take-offs, subcontractor and supplier provided budgetary pricing, detailed risk register, escalation analysis, and General Conditions pricing. Should the Town desire to fast-track the project schedule, MWH can prepare and issue out competitive bid packages for subcontractor and supplier pricing to be incorporated into a 90% design GMP proposal. MWH will advertise and solicit bids for all bid packages identified for the project as competitively bid and/or best-value selection-based scopes of work. Upon receipt of bids, MWH will perform a comparison and analysis of the bids received and will make a recommendation of award for each bid package to the Town for approval. The final selected bid pricing will be incorporated alongside the self-performed scopes of work and General Conditions pricing prepared by MWH into a final GMP proposal for the balance of work. Any scopes of work that are deemed appropriate to defer for bidding due to extended time to complete (e.g., site paving and landscaping, painting and coatings, commissioning and startup) will be allocated into a project allowance and will be bid out at a later date closer to the time of need for construction. The GMP proposal prepared by MWH will include the Direct Cost of Work including subcontracted work, supply of equipment and materials, and self-performed construction by MWH. Additionally, the cost of

CMAR General Conditions will be included. MWH will prepare a final project risk register which will itemize and allocate out responsible entities (either CMAR or the Town) for ownership of project risks and will associate estimated costs and probabilities to each risk to build up and determine necessary amounts to be included in the GMP proposal for CMAR Contingency, Owner Allowances, and Owner's Contingency.

5. Describe contingency, how it is managed, and use of contingency.

Contingency is the funds to mitigate project risks. During the preconstruction phase and through construction, we will update the project Risk Register. This register captures all risks, mitigation strategies, their costs and also the costs of accepting the risk without mitigation. As a project team we will review the Risk Register and determine which risks are most valid. From this proofing exercise we will be able to determine a budget for contingency. Contingency typically amounts to 3% to 7% of the Cost of Work. We typically see contract terms which allow for contingency to be utilized without permission up to a pre-determined value. Once that threshold is reached then the Town would need to approve contingency utilization. Typical uses for contingency are scope gap, schedule acceleration, rework, trade flow.

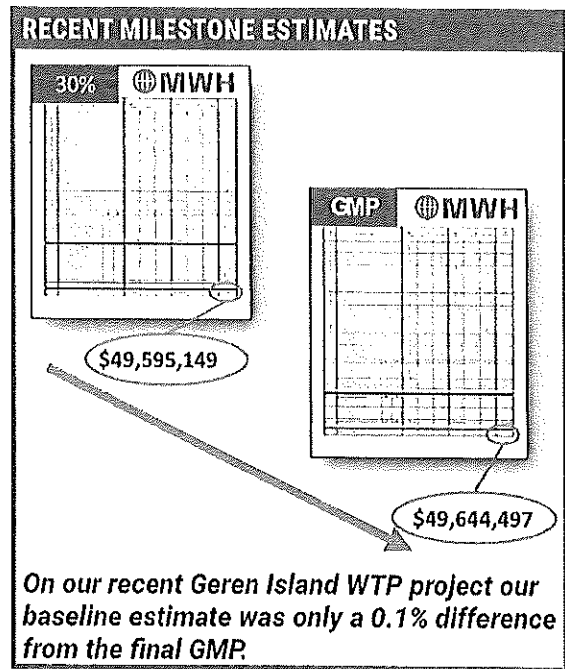
6. Describe your approach to developing value engineering ideas through construction delivery to enhance the work product while potentially saving cost.

We define Value as equaling Functionality divided by Cost. This allows us to increase the value of a change by providing better functionality, reducing cost, or both. Making a structure smaller or removing scope does not increase value, as these changes reduce function. **Without this relationship, VE is often used as a scope reduction tool that alters design intent instead of identifying overall improvements that can provide cost savings or value.**

Therefore, our team explores all options within the guidelines and considers initial cost, life-cycle cost, operational flexibility, performance, reliability, constructibility, and future expansion considerations. MWH has a proven value engineering process that transparently tracks design alternatives and detailed cost estimates to allow the Town to make informed decisions.

DEVELOPING ACCURATE ESTIMATES

MWH's ability to self-perform, our experience with Colorado subcontractors and suppliers, and our focus on W/WW projects, allows us to accurately prepare detailed estimates for the Town to make informed decisions. We develop full project cost estimates corresponding to each design milestone. However, our team does not wait until each design phase is completed to estimate portions of the project - we maintain constant communication with the design team to update costs in the baseline model to reflect market pricing. MWH uses a Cost Trend Log (CTL) to quantify the scope and cost changes occurring between design deliverables. This is an integral part of developing early cost certainty and provides the baseline for Value Engineering (VE) efforts. Our comparison of the initial estimates to the low bidders for subcontracted work is typically within 4.9%.



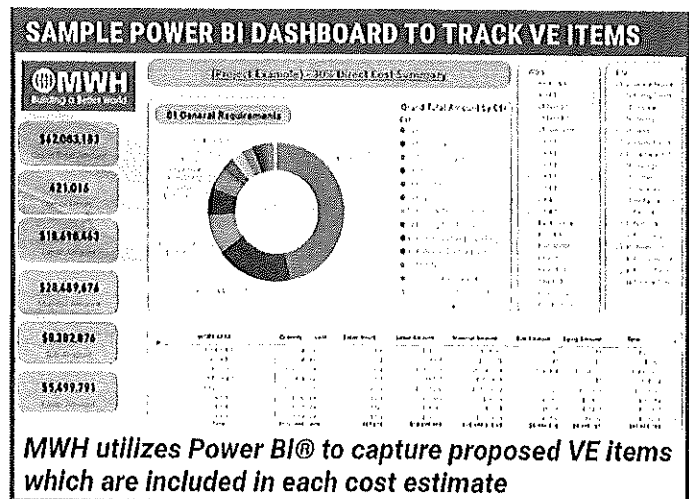
VALUE ANALYSIS

MWH's goal as your CMAR is to deliver your project successfully while identifying opportunities to provide additional value through cost reduction or improvements to the facilities functionality and lifespan. A successful VE analysis identifies opportunities to provide the Town with best value improvements to the Johnstown WTP Expansion project – this is not simply a reduction in cost. Therefore, our team explores all options within the guidelines and considers initial cost, life-cycle cost, operational flexibility, performance, reliability, constructability, and future expansion considerations. MWH has a proven value engineering process that transparently tracks design alternatives and detailed cost estimates to allow the Town to make informed decisions.

EXPERIENCE TRACKING IDENTIFIED SAVINGS FROM VE/CONSTRUCTABILITY TO IMPLEMENTATION

MWH utilizes a variety of tools to track proposed VE and constructability ideas and alternatives through design and GMP development and then into full implementation. Our cost estimates are built to include all potential alternatives for consideration along with the impacts to schedule, cost, and risk elements of the project. MWH utilizes HCSS® for our cost estimates along with a variety of take-off tools to capture an accurate cost estimate.

Proposed VE items are fully priced and included in each cost estimate. We utilize Microsoft Power BI® to capture this data in dashboards for internal and client use and can track cost breakdowns in an interactive dashboard across work packages, structures, design progression, or by VE items. An example of this dashboard is shown to the right. As VE items are either accepted, rejected, or further considered we continue that progression into the next cost model as design progresses further.



Eventually all VE items are either accepted and implemented into the GMP, or they are rejected from consideration. After final GMP acceptance, costs are tracked by Work Breakdown Structure. So, if we align a particular VE item to a WBS category we can always reconcile that cost element. But any and all savings or value would already be implemented and credited to the project as that VE item is accepted and implemented into the project cost model, and eventually the GMP finalized and accepted. We can easily track implemented VE credits within this cost model and GMP process for the Town's evaluation.

7. Provide an itemization, if any, of CMAR's overhead, fee, and/or profit to be applied to both materials and subcontractor costs incorporated into the project.

Lets start with what is the GMP comprised of and how overhead, fee and/or profit are applied. All of the subcontractor bids and MHW self perform work values will be compiled into what is typically called the Cost of Work or COW. The COW doesn't differentiate between labor, materials, and construction equipment. With a value for the Cost of Work established then the overhead and profit percentages are added. This value is then multiplied by the insurance rate as well as the rate for payment and performance bonds. This new value is then added to the Contingency value which is the Guaranteed Maximum Price. MWH is responsible for assuring that the project is built for that value or less. Any unspent GMP is returned to the Town.

8. Provide an itemization of the CMAR's proposed equipment and temporary facilities to be used and/or installed at the project site together with applicable unit pricing proposed for compensation throughout the project. Include a description and example of the way a "small tool allowance" and expendable tools and parts will be compensated.

- ▶ Staff vehicles (owned ½-ton trucks) – \$1,400/month
- ▶ Cell phones (owned devices + data plan) – \$100/month
- ▶ Computers & Peripherals (owned devices + software) – \$75/month
- ▶ Office Trailer (Double Wide 24' x 60') – \$2,800/month (to be quoted)
- ▶ Connex Containers – \$200 each/month x 4 each
- ▶ Chemical Toilets – \$120 each/month x 4 each (to be quoted)
- ▶ Recycle & Trash Roll-off Dumpsters – \$400 each/month (to be quoted)
- ▶ Internet Service – \$200/month (to be quoted)
- ▶ Temporary Power Utilities – \$TBD (to be quoted)
- ▶ Office Supplies – \$300/month
- ▶ Printing & Reproduction – \$250/month
- ▶ Jobsite Printer/Copier/Scanner – \$500 each/

month x2 each (to be quoted)

- ▶ Postage – \$100/month
- ▶ Coffee, Water, Ice – \$300/month
- ▶ First Aid Kit Replenishment – \$500/month
- ▶ Fire Extinguisher Inspection / Refill – \$100/month

9. Describe the approach, general facilities, and basis of compensation for construction and maintenance of a temporary power system during construction.

During the preconstruction phase we will layout a temporary power system for construction trailers, construction power. With the scope determined we have two options. The first is to negotiate this scope with an electrical contractor, or bid this work out. It has been our experience that it is easiest to include this scope with the electrical bid package, so that the installation, maintenance, and demobilization is taken care of by the electrical contractor in site

10. Describe any additional cost elements or factors applied to project labor, materials, equipment or subcontractor's costs to determine the GMP.

MWH does not have any additional cost to be applied to project labor, materials, equipment, or subcontractor's cost to determine the GMP.

11. Itemize and describe the rates and/or other cost factors in providing comprehensive general liability, auto liability, and builders risk insurance during the construction period.

- ▶ General Commercial Liability – 0.22%
- ▶ Automobile – Included
- ▶ Professional Liability – 0.22%
- ▶ Pollution Insurance – 0.22%
- ▶ Builder's Risk – 0.60%
- ▶ Total for Insurances – 1.26%

12. Describe and itemize the rate applicable to this project which will be utilized to determine the payment and performance bond premiums for the project.

List out standard P&P rate based on standard warranty period – generally 0.615% of project cost before bonds for 24 month or less contract duration.

For the Johnstown WTP project our surety provided a rate of 0.77%.

13. Itemize those factors involved in change orders, contract modifications order and/or adjustments to the GMP including supervision allowance (i.e., percentage of direct labor hours, cost or other approach), labor and material markups and overhead and profit percentages if they are different than the factors used in determining the initial GMP.

We will follow the same format as the initial GMP development. Potential credit for general conditions or insurance premium would have to be supported by a significant reduction in project scope and duration. Fee and bond are only billed as cost, therefore reduction in scope pertaining to fee and bonds would be a credit at project closeout. MWH will follow mutually agreeable percentage markups for additional material, labor and equipment.

Exhibit B - WA1 - Executive Summary x WBS

Project Specific Information

Job Name : Johnstown Water Treatment Plant Expansion	Bid Review Date : 9/20/2023
Job Type : Water Treatment Plant Upgrades	Anticipated Award Date : TBD
Owner : Town of Johnstown, CO	Construction Start : 10/1/2023
Location : Johnstown, CO	Construction Completion : 6/15/2026
Contract Type : CMAR	Warranty Period : 1 year(s)
Bond Required? : YES	Estimating Phase : 60% Design

SP Labor and Subcontract/ POA Risk Items

Direct Cost Summary by WBS

Scope Description	SP Man Hours	% of Total MH	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	Percent of Direct Cost
WA1 S-01 Yard Pipe	6,146	26.81%	\$50.65	\$311,272	\$1,489,089	\$310,966	\$265,578	\$2,376,905	33.28%
WA1 S-02 Aggregate Piers	-	0.00%	\$0	\$0	\$0	\$4,248	\$200,600	\$204,848	2.87%
WA1 S-03 Excavation / Dewatering	1,510	6.59%	\$46.71	\$70,539	\$12,626	\$307,131	\$735,626	\$1,125,922	15.77%
WA1 S-04 Wet Well Concrete	4,296	18.74%	\$46.11	\$198,108	\$329,448	\$73,006	\$159,101	\$759,663	10.64%
WA1 S-05 Site Civil / Temporary Roads	10,973	47.87%	\$50.52	\$554,397	\$440,036	\$714,252	\$965,494	\$2,674,179	37.45%
Total Direct by WBS	22,925	100.00%	\$49.48	\$1,134,316	\$2,271,198	\$1,409,604	\$2,326,400	\$7,141,517	100.00%
% of Direct Cost				15.88%	31.80%	19.74%	32.58%	100.00%	

General Conditions

Description	SP Man Hours	Admin Man Hours	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	% of Total Cost
99-GCGR Bidding GCs	-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	1%
9999-GCGR Construction GCs	-	8,520	\$113.77	\$969,335	\$184,185	\$168,639	\$0	\$1,322,159	19%
Total General Conditions	-	9,100	\$249.77	\$1,048,215	\$184,812	\$170,776	\$0	\$1,403,802	16%
TOTAL COST OF WORK	22,925	9,100		\$2,182,530	\$2,456,010	\$1,580,380	\$2,326,400	\$8,545,320	

Mark-Up Costs

T & I/ Bond	Rate	UOM	Total Cost	Notes	Fee and Contingency	Rate	UOM	Total Cost
Liability Insurance	0.660%	%	\$63,544	Project total	Owner Contingency (on Direct Cost of Work)	0.00%	%	\$0
Builders Risk Insurance	0.266%	%	\$205,302		Contractor Contingency (on Cost of Work)	5.00%	%	\$427,266
					Escalation	0.00%	%	\$0
					Overhead (on Cost of Work incl. Contingency)	3.50%		\$264,907
Project Bond	0.770%	%	\$74,134		Profit (on Cost of Work incl. Contingency)	3.00%		\$227,063
Total Mark-Up Cost			\$342,980		Total Fee and Cont. Cost			\$919,237

Total Project Cost							Key Ratios		
	Labor	Material	Equipment	Sub	Contingency, Fee, Bonds & Insurance	Project Total	Description	Rate	Manhours
Total Project Cost	\$2,182,530	\$2,456,010	\$1,580,380	\$2,326,400	\$1,262,217	\$9,807,537	Craft to Supervision	2.52	32,025
							Fee as % of Project	5.02%	
							Contingency as % of Project	4.4%	

October 5, 2023

Ellen Hilbig, P.E.
Utilities Director, Town of Johnstown
450 S. Parish Ave
Johnstown, Colorado 80534

Subject: Johnstown WTP Work Authorization 1 - Early Work Activities

Dear Ellen,

MWH Constructors is pleased to submit this Work Authorization – 1, Early Construction Activities proposal addressing the procurement of early construction activities in the amount of \$9,807,537.00. This proposal is based on the 60% design and Opinion of Probably Construction Costs.

Early Work Activities Packages will include the following:

- S-01 – Relocation, demolition, and installation of yard piping including tie-ins during plant shut down window.
- S-02 – Ground Improvements (Aggregate Piers)
- S-03 – Excavation and Dewatering
- S-04 – Structural Concrete (Clarified Water Wet Well)
- S-05 – Site Civil, Clear/Grub, Temp Roadways

The Pre-Construction tasks for these bid packages include bidding, negotiating, and executing purchase agreements and subcontracts that will be included in our Construction Contract. Also included is the management and supervision of the Early Work Activities Packages.

General condition items include, but are not limited to the following:

- Permits
- Site Survey
- Storm Water Management Implementation and Maintenance

The proposal is based on the following:

- Estimated prices for the procurement of long lead materials and early work activities are based upon 60% design budgetary quotes and are our best estimate of cost but are subject to change pending final design updates and competitive bidding process for actual binding pricing.
- Final construction documents including complete specifications and associated drawings are required prior to any Purchase Agreement can be executed.

Activity ID	Activity Name	Orig Dur	Rem Dur	ACD	Start	Finish	Total Float	Work Package	2023												2024												2025												2026												2027											
									F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	
Johnstown WTP Expansion Project									Item #19.																																																											
Contract Milestones (L1)																																																																				
MSL1000015	NTP Early Construction Package and S&P Packages (LLE, Underground Utility Relcations)	0	0	0	30-Oct-23		-33	WA1	<ul style="list-style-type: none"> ◆ NTP Early Construction Package and S&P Packages (LLE, Underground Utility Relcations) ■ Early Work Package Closeout ◆ Early Work Package Substantial Completion 																																																											
MSL1000055	Early Work Package Closeout	20	20	20	04-Oct-24	31-Oct-24	547	WA1																																																												
MSL1000065	Early Work Package Substantial Completion	0	0	0		31-Oct-24	547	WA1																																																												
Design																																																																				
Early Work Package Separation																																																																				
A1440	Storm Water Design - EWP	10	10	10	08-Sep-23	21-Sep-23	-99	WA1	<ul style="list-style-type: none"> ■ Storm Water Design - EWP 																																																											
A1460	Yard Piping & JUB Coordination - EWP	15	15	15	08-Sep-23	28-Sep-23	-104	WA1	<ul style="list-style-type: none"> ■ Yard Piping & JUB Coordination - EWP 																																																											
A1470	Site Grading & Access Roads - EWP	10	10	10	08-Sep-23	21-Sep-23	-99	WA1	<ul style="list-style-type: none"> ■ Site Grading & Access Roads - EWP 																																																											
A1430	Finalize Early Work Package Drawing Set - EWP	10	10	10	29-Sep-23	12-Oct-23	-104	WA1	<ul style="list-style-type: none"> ■ Finalize Early Work Package Drawing Set - EWP 																																																											
A1480	Town Review - EWP	10	10	10	13-Oct-23	26-Oct-23	-34	WA1	<ul style="list-style-type: none"> ■ Town Review - EWP 																																																											
A1490	Review Meeting - EWP	1	1	1	27-Oct-23	27-Oct-23	-34	WA1	<ul style="list-style-type: none"> ■ Review Meeting - EWP 																																																											
Preconstruction																																																																				
S-Packages																																																																				
A5390	S-Package - Work Authorization 1 Development	0	0	0	13-Oct-23		-70	WA1	<ul style="list-style-type: none"> ◆ S-Package - Work Authorization 1 Development 																																																											
A5400	S-Package - Develop Bid Packages	10	10	10	13-Oct-23	26-Oct-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Develop Bid Packages 																																																											
A5410	S-Package - Submit Bid Packages to Town	0	0	0		26-Oct-23	-70	WA1	<ul style="list-style-type: none"> ◆ S-Package - Submit Bid Packages to Town 																																																											
A5420	S-Package - Town Reviews Bid Packages	10	10	10	27-Oct-23	09-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Town Reviews Bid Packages 																																																											
A5430	S-Package - Prepare and Advertise Bids	10	10	10	30-Oct-23	10-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Prepare and Advertise Bids 																																																											
A5440	S-Package - Manage Through Bid Process	10	10	10	13-Nov-23	28-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Manage Through Bid Process 																																																											
A5450	S-Package - Receive and Review Bids	1	1	1	29-Nov-23	29-Nov-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Receive and Review Bids 																																																											
A5460	S-Package - Bid Evaluations, Post Bid Interviews, Final Evaluation and Submission	10	10	10	30-Nov-23	13-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Bid Evaluations, Post Bid Interviews, Final Evaluation and Submission 																																																											
A5470	S-Package - Town Selection of Bidders	5	5	5	14-Dec-23	20-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ S-Package - Town Selection of Bidders 																																																											
S-01 Relocation, Demolition, and Installation of Yard Pipe																																																																				
A4950	Negotiations, Development, and Execute of Contracts with Vendors - S-01 Relocation, Demo, and Install	15	15	15	21-Dec-23	16-Jan-24	-24	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-01 Relocation, Demo, and Install 																																																											
S-02 Ground Improvements (Aggregate Peirs)																																																																				
A5030	Negotiations, Development, and Execute of Contracts with Vendors - S-02 Ground Improvements (Aggr	15	15	15	21-Dec-23	16-Jan-24	770	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-02 Ground Improvements (Aggr) 																																																											
S-03 Excavation & Dewatering																																																																				
A5110	Negotiations, Development, and Execute of Contracts with Vendors - S-03 Excavation & Dewatering	15	15	15	01-Dec-23	21-Dec-23	-70	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-03 Excavation & Dewatering 																																																											
S-04 Structural Concrete (Clarified Water Wet Well Only)																																																																				
A5190	Negotiations, Development, and Execute of Contracts with Vendors - S-04 Structural Concrete	15	15	15	21-Dec-23	16-Jan-24	-21	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-04 Structural Concrete 																																																											
S-05 Site Civil, Clear & Grub, Temp Roadways																																																																				
A5270	Negotiations, Development, and Execute of Contracts with Vendors - S-05 Site Civil, Clear & Grub, Temp	15	15	15	21-Dec-23	16-Jan-24	63	WA1	<ul style="list-style-type: none"> ■ Negotiations, Development, and Execute of Contracts with Vendors - S-05 Site Civil, Clear & Grub, Temp 																																																											
Permitting																																																																				
A3620	Early Works Construction Permits	10	10	10	13-Oct-23	26-Oct-23	822	WA1	<ul style="list-style-type: none"> ■ Early Works Construction Permits 																																																											
A3640	Potable Water Pipe Asbestos - Permit CDPHE	10	10	10	13-Oct-23	26-Oct-23	311	WA1	<ul style="list-style-type: none"> ■ Potable Water Pipe Asbestos - Permit CDPHE 																																																											
Procurement																																																																				
Submittals/Deliveries																																																																				
CSI Current Format																																																																				
Division 03 - Concrete																																																																				
A1190	Submit/Approve/Deliver Concrete Mix Designs (20/25/)	45	45	45	17-Jan-24	20-Mar-24	-21	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Concrete Mix Designs (20/25/) 																																																											
A1200	Submit/Approve/Deliver Reinforcements (20/25/)	45	45	45	17-Jan-24	20-Mar-24	-21	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Reinforcements (20/25/) 																																																											
Division 31 - Earthwork																																																																				
A1170	Submit/Approve/Deliver Dewatering (20/25/10)	55	55	55	22-Dec-23	14-Mar-24	-37	WA1	<ul style="list-style-type: none"> ■ Submit/Approve/Deliver Dewatering (20/25/10) 																																																											
Construction																																																																				
Work Authorization 1																																																																				
A3940	Shutdown Window - October 15th to April 15th	140	140	140	30-Oct-23	17-Mar-24	-47	WA1	<ul style="list-style-type: none"> ■ Shutdown Window - October 15th to April 15th 																																																											
A3930	Procure Pipe (PVC or C900), Tee, Valves and Blind Flanges (24" PW, 18" RAW, 16" PW, 8" SAN)	20	20	20	21-Dec-23	23-Jan-24	-24	WA1	<ul style="list-style-type: none"> ■ Procure Pipe (PVC or C900), Tee, Valves and Blind Flanges (24" PW, 18" RAW, 16" PW, 8" SAN) 																																																											
A6520	Clear and Grub Site	5	5	5	22-Dec-23	02-Jan-24	-70	WA1	<ul style="list-style-type: none"> ■ Clear and Grub Site 																																																											

- Procurement of long lead items and work that must be completed in the early plant shut down window, that are critical for the expedient delivery of the project.
- Subcontracts for early work activities including earthwork, yard pipe and yard pipe tie ins required during plant shutdown windows, aggregate piers, and concrete at the Clarified Water Wet Well.
- All purchase agreements and subcontracts will be vetted through the Owner and Engineer as required in the Construction Contract.
- Payments in Work Authorization 1 for material and equipment will be in accordance with payment schedules negotiated with successful bidders, and in accordance with the executed Construction Agreement. It is anticipated that the payment schedule may include some or all the following milestone payments, to be negotiated prior to final issuance of Purchase Agreement:
 - *10% Purchase Price for Submittals and Engineering*
 - *40% Purchase Price for Raw Materials*
 - *40% Purchase Price for Materials Stored or Delivered to Site*
 - *5% Purchase Price for Startup and Testing*
 - *5% Retainage*

All work associated with this early work package will be in accordance with the terms and conditions of the Construction Contract and General Conditions.

Builders Risk policy is being carried for the entire project in Work Authorization 1. This premium is based on a final GMP contract value of \$77,000,000. This policy premium will be adjusted based on the final GMP amount.

Attached in Exhibit B is the schedule for the Early Work Activities. The early work activities has a substantial completion date of October 31, 2024.

Sincerely,

Matthew M. Wojtkiewicz 10/5/2023

Matthew M. Wojtkiewicz
Project Executive
MWH Constructors

Exhibit C - WA2 - Executive Summary x Bid Package



Project Specific Information

Job Name :	Johnstown Water Treatment Plant Expansion	Bid Review Date	9/20/2023
Job Type :	Water Treatment Plant Upgrades	Anticipated Award Date	TBD
Owner :	Town of Johnstown, CO	Construction Start	10/1/2023
Location :	Johnstown, CO	Construction Completion	6/15/2026
Contract Type :	CMAR	Warranty Period	1 year(s)
Bond Required?	YES	Estimating Phase	60% Design

SP Labor and Subcontract/ POA Risk Items

Direct Cost Summary by WBS

Scope Description	SP Man Hours	% of Total MH	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	Percent of Direct Cost
WA2 P-01 Emergency Generators	-	0.00%	\$0	\$0	\$0	\$0	\$1,757,500	\$1,757,500	8.88%
WA2 P-02 MCC, Harmonic Filters	-	0.00%	\$0	\$0	\$0	\$0	\$5,122,201	\$5,122,201	25.88%
WA2 P-03 Vertical Turbine Pumps & VFDs	-	0.00%	\$0	\$0	\$2,347,847	\$0	\$227,500	\$2,575,347	13.01%
WA2 P-04 GAC Vessels & Media	-	0.00%	\$0	\$0	\$4,240,000	\$0	\$0	\$4,240,000	21.42%
WA2 P-05 Membrane Filters	-	0.00%	\$0	\$0	\$4,554,434	\$0	\$0	\$4,554,434	23.01%
WA2 P-06 PEMB (Treatment Building Only)	-	0.00%	\$0	\$0	\$0	\$0	\$1,492,632	\$1,492,632	7.54%
WA2 P-07 Electrical Preconstruction Services	-	0.00%	\$0	\$0	\$0	\$0	\$52,000	\$52,000	0.26%
Total Direct by WBS	-	0.00%	\$0.00	\$0	\$11,142,281	\$0	\$8,651,833	\$19,794,114	100.00%
% of Direct Cost				0.00%	56.29%	0.00%	43.71%	100.00%	

General Conditions

Description	SP Man Hours	Admin Man Hours	Avg. Wage Rate	Labor Total	Material Total	Equipment Total	Subcontract Total	Total Cost	% of Total Cost
99-GCGR GC's and GR's	-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	0%
Total General Conditions	-	580	\$136.00	\$78,880	\$626	\$2,137	\$0	\$81,643	0%
TOTAL COST OF WORK	-	580		\$78,880	\$11,142,907	\$2,137	\$8,651,833	\$19,875,757	

Mark-Up Costs

T & I/ Bond	Rate	UOM	Total Cost	Notes	Fee and Contingency	Rate	UOM	Total Cost
Liability Insurance	0.660%	%	\$148,785		Owner Contingency (on Direct Cost of Work)	0.00%	%	\$0
					Contractor Contingency (on Cost of Work incl. GCGR)	5.00%	%	\$993,788
					Escalation	0.00%	%	\$0
					Overhead (on Cost of Work incl. Contingency)	3.50%		\$727,577
					Profit (on Cost of Work incl. Contingency)	3.00%		\$623,637
Project Bond	0.770%	%	\$173,582					
Total Mark-Up Cost			\$322,367		Total Fee and Cont. Cost			\$2,345,001

Total Project Cost

Key Ratios

	Labor	Material	Equipment	Sub	Contingency, Fee, Bonds & Insurance	Project Total	Description	Rate	Manhours
Total Project Cost	\$78,880	\$11,142,907	\$2,137	\$8,651,833	\$2,667,368	\$22,543,126	Craft to Supervision	-	580
							Fee as % of Project	5.99%	
							Contingency as % of Project	4.4%	

October 5, 2023

Ellen Hilbig, P.E.
Utilities Director, Town of Johnstown
450 S. Parish Ave
Johnstown, Colorado 80534

Subject: Johnstown WTP Work Authorization 2 - Early Equipment Procurement

Dear Ellen,

MWH Constructors is pleased to submit this Work Authorization – 2, Early Equipment Procurement proposal addressing procurement of long lead materials in the amount of \$22,543,126.00. This proposal is based on the 60% design and Opinion of Probably Construction Costs.

Procurement Packages will include the following:

- P-01 – Emergency Generators
- P-02 – Motor Control Centers and Harmonic Filters
- P-03 – Vertical Turbine Pumps and VFD’s
- P-04 – GAC Vessels and Media
- P-05 – Membrane Filter System
- P-06 – Pre-Engineered Metal Building (Treatment Building Only)
- P-07 – Electrical Preconstruction Services

The Pre-Construction tasks for these bid packages include bidding, negotiating, and executing purchase agreements that will be included in our Construction Contract. Also included is the management and supervision of the Procurement Packages.

All bid packages will be reviewed with the Town of Johnstown and Burns and McDonnell prior to any award.

The proposal is based on the following:

- Estimated prices for the procurement of long lead materials and early work activities are based upon 60% design budgetary quotes and are our best estimate of cost but are subject to change pending final design updates and competitive bidding process for actual binding pricing.
- Final construction documents including complete specifications and associated drawings are required prior to any Purchase Agreement can be executed.

- Procurement of long lead items that are critical for the expedient delivery of the project. The estimated equipment manufacturing and delivery lead-times we have been given following approved submittals are (subject to change)
 - *P-01 – Emergency Generators: 52 Weeks*
 - *P-02 – Motor Control Centers and Harmonic Filters: 65 Weeks*
 - *P-03 – Vertical Turbine Pumps and VFD’s: 48 Weeks*
 - *P-04 – GAC Vessels and Media: 36 Weeks*
 - *P-05 – Assignment of Membrane Supply: 30 Weeks*

- All purchase agreements and subcontracts will be vetted through the Owner and Engineer as required in the Construction Contract.

- Payments in Work Authorization 2 for material and equipment will be in accordance with payment schedules negotiated with successful bidders, and in accordance with the executed Construction Agreement. It is anticipated that the payment schedule may include some or all the following milestone payments, to be negotiated prior to final issuance of Purchase Agreement:
 - *10% Purchase Price for Submittals and Engineering*
 - *40% Purchase Price for Raw Materials*
 - *40% Purchase Price for Materials Stored or Delivered to Site*
 - *5% Purchase Price for Startup and Testing*
 - *5% Retainage*

All work associated with this early work package will be in accordance with the terms and conditions of the Construction Contract and General Conditions.

Sincerely,

Matthew M. Wojtkiewicz 10/5/2023

Matthew M. Wojtkiewicz
Project Executive
MWH Constructors

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	8
Article 2— Preliminary Matters.....	9
2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.....	9
2.02 Copies of Documents.....	9
2.03 Electronic Transmittals.....	9
2.04 Construction Management.....	10
Article 3— Contract Documents: Intent, Requirements, Reuse.....	10
3.01 Intent.....	10
3.02 Reference Standards.....	11
3.03 Reporting and Resolving Discrepancies.....	11
3.04 Interpretation of the Contract Documents.....	12
3.05 Reuse of Documents.....	12
Article 4— Commencement and Progress of the Work.....	13
4.01 Commencement of Contract Times; Notice to Proceed.....	13
4.02 Starting the Work.....	13
4.03 Reference Points.....	13
4.04 Progress Schedule.....	13
4.05 Delays in CMAR’s Progress.....	13
Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	15
5.01 Availability of Lands.....	15
5.02 Use of Site and Other Areas.....	15
5.03 Subsurface and Physical Conditions.....	16
5.04 Differing Subsurface or Physical Conditions.....	17
5.05 Underground Facilities.....	19
5.06 Hazardous Environmental Conditions at Site.....	21

Article 6— Bonds and Insurance..... 23

6.01 Performance, Payment, and Other Bonds..... 23

6.02 Insurance—General Provisions..... 24

6.03 CMAR’s Insurance 26

6.04 Builder’s Risk and Other Property Insurance..... 27

6.05 Property Losses; Subrogation 28

6.06 Receipt and Application of Property Insurance Proceeds 29

Article 7— CMAR’s Responsibilities..... 29

7.01 CMAR’s Means and Methods of Construction..... 29

7.02 Supervision and Superintendence 29

7.03 CMAR Services—Key Personnel and Subconsultants 30

7.04 Quality of CMAR Services..... 30

7.05 Continuation or Termination of CMAR Services 30

7.06 Labor; Working Hours 31

7.07 Services, Materials, and Equipment 31

7.08 “Or Equals” 32

7.09 Substitutes 33

7.10 Concerning Subcontractors and Suppliers..... 35

7.11 Patent Fees and Royalties..... 37

7.12 Permits..... 37

7.13 Taxes 37

7.14 Laws and Regulations..... 37

7.15 Record Documents..... 38

7.16 Safety and Protection 38

7.17 Hazard Communication Programs 39

7.18 Emergencies..... 40

7.19 Submittals 40

7.20 CMAR’s General Warranty and Guarantee..... 43

7.21 Indemnification 44

7.22 Delegation of Professional Design Services 44

Article 8— Other Work at the Site 45

8.01 Other Work 45

8.02 Coordination 46

8.03 Legal Relationships..... 46

Article 9— Owner’s Responsibilities 47

9.01 Communications to CMAR..... 47

9.02 Replacement of Owner’s Advisor or Engineer 47

9.03 Furnish Data..... 48

9.04 Pay CMAR..... 48

9.05 Lands and Easements; Reports, Tests, and Drawings..... 48

9.06 Insurance..... 48

9.07 Change Orders 48

9.08 Inspections, Tests, and Approvals..... 48

9.09 Owner’s Tasks in Support of CMAR Services 48

9.10 Limitations on Owner’s Responsibilities 49

9.11 Undisclosed Hazardous Environmental Condition..... 49

9.12 Evidence of Financial Arrangements..... 49

9.13 Safety Programs 49

Article 10— Status Of Owner’s Advisor and Engineer During Construction 49

10.01 Owner’s Advisor..... 49

10.02 Visits to Site..... 50

10.03 Determinations for Unit Price Work 50

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority..... 50

10.05 Limitations on Owner’s Advisor’s and Engineer’s Authority and Responsibilities 51

10.06 Compliance with Safety Program..... 51

Article 11— Changes to the Contract 51

11.01 Amending and Supplementing the Contract 51

11.02 Change Orders 52

11.03 Work Change Directives..... 52

11.04 Field Orders..... 53

11.05 Owner-Authorized Changes in the Work..... 53

11.06 Unauthorized Changes in the Work..... 53

11.07 Change of Contract Price 54

11.08 Change of Contract Times..... 54

11.09 Change Proposals..... 54

11.10 Notification to Surety..... 56

Article 12— Claims..... 56

 12.01 Claims..... 56

Article 13— Allowances; Unit Price Work..... 57

 13.01 Allowances..... 57

 13.02 Unit Price Work..... 58

Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work 58

 14.01 Access to Work..... 58

 14.02 Tests, Inspections, and Approvals..... 59

 14.03 Defective Work 60

 14.04 Acceptance of Defective Work 60

 14.05 Uncovering Work 60

 14.06 Owner May Stop the Work 61

 14.07 Owner May Correct Defective Work..... 61

Article 15— Payments to CMAR; Set-Offs; Completion; Correction Period 62

 15.01 Payment for CMAR Services..... 62

 15.02 Progress Payments..... 62

 15.03 CMAR’s Warranty of Title 65

 15.04 Substantial Completion..... 65

 15.05 Partial Use or Occupancy 66

 15.06 Final Inspection 68

 15.07 Final Payment..... 68

 15.08 Waiver of Claims 69

 15.09 Correction Period 69

Article 16— Suspension and Termination 71

 16.01 Owner May Suspend CMAR Services or Work..... 71

 16.02 Owner May Terminate for Cause..... 71

 16.03 Owner May Terminate for Convenience 72

 16.04 CMAR May Stop Work or Terminate 72

Article 17— Final Resolution of Disputes..... 73

 17.01 Methods and Procedures..... 73

Article 18— Miscellaneous 73

 18.01 Giving Notice 73

18.02 Computation of Times 73

18.03 Cumulative Remedies 74

18.04 Limitation of Damages 74

18.05 No Waiver 74

18.06 Survival of Obligations 74

18.07 Controlling Law 74

18.08 Assignment of Contract 74

18.09 Successors and Assigns 74

18.10 Headings..... 74

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Proposal Documents or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and Paragraphs, and the titles of other documents or forms.
1. Addenda—Written or graphic instruments issued prior to the receipt of Proposals by the Owner which clarify, correct, or change the Proposal Documents or the proposed Contract Documents.
 2. Agreement—The written instrument, including its attached exhibits, executed by Owner and Construction Manager at Risk, that sets forth the Contract Price and Contract Times, identifies the Owner, Construction Manager at Risk, Owner's Advisor, and Engineer, and designates the specific items that are Contract Documents.
 3. Application for Payment—The document prepared by Construction Manager at Risk, in a form acceptable to Owner's Advisor, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. Change Order—A document which is signed by Construction Manager at Risk and Owner after the Effective Date of a governing Work Authorization and authorizes an addition, deletion, or revision in the authorized Work, an adjustment in the applicable incremental Guaranteed Maximum Price or Contract Times, or other revision to such Work Authorization.
 5. Change Proposal—A written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 6. Claim
 - a. A demand or assertion by Owner directly to Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting a decision rendered by Owner's Advisor, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents, or regarding a Change Proposal; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Construction Manager at Risk directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Owner's Advisor's decision, made in consultation with Engineer, regarding a Change Proposal.
 - c. A demand or assertion by Owner or Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.3, concerning disputes arising after Owner's Advisor has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
7. CMAR Contingency Allowance—An allowance used to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued, as set forth in the Agreement, Article 8.
 8. CMAR Fee—The component of the Guaranteed Maximum Price that supplements the CMAR's compensation for the Cost of the Work, consisting of either a fixed fee (a stipulated price or lump sum amount) or a percentage of the Cost of the Work, as set forth in the Agreement.
 9. CMAR Services—Those specific planning, organizational, and advisory services to be performed or furnished by CMAR, consisting collectively of Preconstruction Services, Procurement Services, and any other services authorized by Owner's Advisor and expressly identified in such authorization as CMAR Services. CMAR Services are not part of the Work.
 10. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 11. Construction Manager at Risk (CMAR)—The entity that has entered into the Contract with Owner. Under the Contract the CMAR will provide CMAR Services and construct the Work set out in the Drawings and Specifications, as duly authorized, using the Construction Manager at Risk project delivery method.
 12. Construction Period—The period from the commencement of Work on the first Work Authorization until Substantial Completion of the Work. This is the number of days for which Construction Support Costs will be compensated.
 13. Construction Support Costs—See Agreement, Article 5.
 14. Contract—The entire and integrated written agreement between Owner and Construction Manager at Risk concerning the CMAR Services and the Work.
 15. Contract Amendment—A document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CMAR Services. A Contract Amendment is not used to make changes in the Work or

to a Work Authorization, such changes properly being made in a Change Order or supplemental Work Authorization.

16. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.
17. Contract Price—The money that Owner has agreed to pay Construction Manager at Risk for performance and completion of the CMAR Services and the Work, in accordance with the Contract Documents. The Contract Price may be subdivided into component parts based on authorized CMAR Services and Work Authorizations. The Contract Price includes the CMAR’s compensation for CMAR Services, Construction Support Costs, Cost of the Work, the CMAR Fee, CMAR Contingency Allowances, and the Owner’s Contingency Allowance.
18. Contract Times—The number of days or the dates by which Construction Manager at Risk shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work and all required services. The Contract Times may be subdivided into component parts based on Work Authorizations and authorized CMAR Services.
19. Contractor—The term “Contractor,” if used in the Contract, means Construction Manager at Risk.
20. Cost of the Work—The sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement. Cost of the Work as a defined term does not include Construction Support Costs.
21. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Construction Manager at Risk.
22. Effective Date of the Contract—The date indicated in the Agreement, on which the Contract becomes effective.
23. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
24. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
25. Engineer—The individual or entity that has primary responsibility for preparing or furnishing the Drawings and Specifications and is named as Engineer in the Agreement.
26. Estimated Cost of the Work—An estimate of the Cost of the Work prepared by the Owner for use (a) during the CMAR selection process in evaluating Proposals submitted in response to the Request for Proposals and (b) during the early stages of the Contract in calculating an Estimated Guaranteed Maximum Price until the design has progressed

to the point where Owner and CMAR can mutually agree upon a Guaranteed Maximum Price.

27. Estimated Guaranteed Maximum Price—A preliminary Guaranteed Maximum Price calculated on the basis of the Estimated Cost of the Work. This is a non-binding price used on an interim basis for comparison or estimation of Owner’s Construction Budget until the design has progressed to the point that a Guaranteed Maximum Price for the Work is established, or a Guaranteed Maximum Price for a portion of the Work is established by issuance of a Work Authorization by the Owner’s Advisor.
28. Field Order—A written order issued by Owner’s Advisor which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.
29. Final Completion—The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
30. Guaranteed Maximum Price (GMP)—The maximum amount to be paid by Owner to CMAR for the sum of the Construction Support Costs, plus Cost of the Work, plus the CMAR Fee, all as set forth in the Agreement.
31. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
32. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
33. Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
34. Milestone—A principal event in the performance of the Work that the Contract requires Construction Manager at Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
35. Notice of Award—The written notice by Owner stating that Owner will enter into the Construction Manager at Risk contract with the selected Construction Manager at Risk.
36. Owner—The entity with which Construction Manager at Risk has contracted regarding the CMAR Services and the Work, and which has agreed to pay Construction Manager

at Risk for the performance of the CMAR Services and the Work, pursuant to the terms of the Contract.

37. Owner's Advisor (OA)—The individual or entity named as Owner's Advisor in the Agreement. The Owner's Advisor provides services to the Owner, as an advisor and representative.
38. Owner's Construction Budget (Budget)—The amount budgeted by the Owner to pay CMAR to perform and complete the Work in accordance with the Contract Documents. This amount includes compensation for Cost of the Work, the CMAR Fee, and Construction Support Costs, but does not include compensation for CMAR Services.
39. Owner's Project Team (OPT)—As used in this Contract, refers to Owner, Owner's Advisor and Engineer, collectively.
40. Preconstruction Services—Those planning, management, and support services to be performed or furnished by CMAR as set forth in the Scope of CMAR Preconstruction Services Exhibit to the Agreement. Preconstruction Services are separate and distinct from Procurement Services, and from the performance of the Work itself, and are a component of CMAR Services.
41. Preconstruction Services Price—The total amount to be paid to CMAR for the Preconstruction Services described in the Scope of CMAR Preconstruction Services Exhibit to the Agreement.
42. Procurement Services—Those services relating to assembling Work Packages and procurement of construction Subcontractors, Suppliers, and materials and equipment, to be performed or furnished by CMAR as set forth in the procurement-related provisions of the Scope of CMAR Services Exhibit to the Agreement. Procurement Services are separate and distinct from Preconstruction Services, and from the performance of the Work itself, and are a component of CMAR Services.
43. Procurement Services Price—The total amount to be paid to CMAR for providing the Procurement Services described in the Scope of CMAR Procurement Services Exhibit to the Agreement.
44. Progress Schedule—A schedule, prepared and maintained by Construction Manager at Risk, describing the sequence and duration of the activities comprising Construction Manager at Risk's plan to accomplish the Work within the Contract Times.
45. Project—The total undertaking to be accomplished for Owner by construction managers, engineers, contractors, advisors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the CMAR Services and the Work to be performed under the Contract are a part.
46. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
47. Schedule of Submittals—A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.

48. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
49. Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Construction Manager at Risk.
50. Specifications—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
51. Subcontractor—An individual or entity having a direct contract with Construction Manager at Risk or with any other Subcontractor for the performance of a part of the Work.
52. Submittal—A written or graphic document, prepared by or for Construction Manager at Risk, which the Contract Documents require Construction Manager at Risk to submit to Owner’s Advisor, or that is indicated as a Submittal in the Schedule of Submittals accepted by Owner’s Advisor. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner’s Advisor or Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
53. Substantial Completion—The time at which the Work, or a specified part thereof, has progressed to the point where, the Work, or the specified part thereof, is sufficiently complete, in accordance with the Contract Documents, so that the Work, or the specified part thereof, can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.
54. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
55. Supplier—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Construction Manager at Risk or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Construction Manager at Risk or a Subcontractor.

56. Technical Data

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Construction Manager at Risk.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
57. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
58. Unit Price Work—Work to be paid for based on unit prices.
59. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
60. Work Authorization—A document issued by Owner’s Advisor and signed by Owner and CMAR which identifies and defines new Work Packages and establishes the amount to be paid, times for completion, and any special or supplementary provisions applicable to the authorized Work.
61. Work Package—A specific portion of the Work developed by Engineer and Owner’s Advisor in collaboration with the CMAR and subsequently authorized by a Work Authorization.
62. Work Change Directive—A written directive issued by Owner’s Advisor to Construction Manager at Risk on or after the Effective Date of a governing Work Authorization, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Proposal Documents or Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives—The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Owner’s Advisor or Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner’s Advisor or Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to Owner’s Advisor or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. Day—The word “day” means a period of 24 hours measured from midnight to the next midnight.
- D. Defective—The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Owner’s Advisor’s recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.
- E. Furnish, Install, Perform, Provide
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.
 4. If the Contract Documents establish an obligation of CMAR with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then CMAR shall furnish and install said services, materials, or equipment complete and ready for their intended use.

- F. Contract Price or Contract Times—References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. Performance and Payment Bonds—When CMAR delivers the signed counterparts of a Work Authorization to Owner, CMAR shall also deliver to Owner the performance bond and payment bond, if the Contract requires CMAR to furnish such bonds, or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.
- B. Evidence of CMAR’s Insurance—When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner, with copies to each additional insured, as identified in the Contract, the certificates, endorsements, and other evidence of insurance required to be provided by CMAR in accordance with Article 6, except to the extent the Supplementary Conditions or Agreement expressly establish other dates for delivery of specific insurance policies.
- C. Evidence of Owner’s Insurance—After receipt of the signed counterparts of the Agreement and all required insurance documentation, Owner shall promptly deliver to CMAR, with copies to each additional insured, as identified in the Contract, the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to CMAR four printed copies of the Contract, including one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to CMAR for review. Owner may delegate the responsibilities under this provision to Owner’s Advisor.

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Owner’s Advisor, Engineer, and CMAR may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Owner’s Advisor, and CMAR shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-

term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 Construction Management

- A. In addition to providing CMAR Services, during the course of the Contract, and especially during the performance of the Work, CMAR will:
1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.
 2. Administer, coordinate, monitor, and report on construction progress and associated activities.
 3. Assist the Owner's Advisor in collecting, disseminating, and storing documents and information.
 4. Manage the Work to meet Contract goals and objectives.
 5. Recommend action to the Owner related to the management of the Work.
 6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project, or part thereof, to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Owner's Advisor, in consultation with Engineer, will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CMAR, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner, Owner's Advisor, or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
2. any obligation on the part of Owner, Owner's Advisor, or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of receipt of Proposals, except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CMAR, Owner's Advisor, or Engineer from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner, Owner's Advisor, or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. CMAR's Verification of Figures and Field Measurements—Before undertaking each part of the Work, CMAR shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CMAR shall promptly report in writing to Owner's Advisor any conflict, error, ambiguity, or discrepancy that CMAR discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Owner's Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.
2. CMAR's Review of Drawings and Specifications—If, while performing or providing CMAR Services, or during the performance of the Work, CMAR discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then CMAR shall promptly report it to Owner's Advisor in writing. CMAR shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.18, until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner's

Advisor, in consultation with Engineer, and, if appropriate, an amendment or supplement to the Contract is issued by Owner's Advisor pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier, whether or not specifically incorporated by reference as a Contract Document; or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation.

3.04 Interpretation of the Contract Documents

- A. During the performance of the Work and until final payment, CMAR and Owner shall submit to the Owner's Advisor in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.
- B. Owner's Advisor will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Owner's Advisor will consider CMAR's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CMAR's provision of CMAR Services. Owner's Advisor's written clarification, interpretation, or decision (1) will be based, when applicable, on consultation with Engineer, and (2) will be final and binding on CMAR, unless CMAR appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

- A. CMAR and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CMAR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

- 4.01 Commencement of Contract Times; Notice to Proceed
- A. The Contract Times will commence to run on the Effective Date of the Contract, or as specified in Work Authorizations.
- 4.02 Starting the Work
- A. CMAR shall start to perform the Work promptly upon receipt of the first Work Authorization. No Work may be done at the Site prior to such authorization.
- 4.03 Reference Points
- A. Owner shall provide engineering surveys to establish reference points for construction. CMAR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. CMAR shall report to Owner's Advisor whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CMAR shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- 4.04 Progress Schedule
- A. CMAR shall adhere to the Progress Schedule established as part of Preconstruction Services, as it may be adjusted from time to time as provided below.
1. CMAR shall submit to Owner's Advisor for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. CMAR shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and CMAR may otherwise agree in writing.
- 4.05 Delays in CMAR's Progress
- A. If Owner, Owner's Advisor, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times.
- B. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference caused by or within the control of CMAR. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CMAR.
- C. If CMAR's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CMAR, and those for which they are responsible, then CMAR shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CMAR's sole and exclusive remedy for the delays, disruption, and interference described in this Paragraph. Causes of delay, disruption, or interference that

may give rise to an adjustment in Contract Times under this Paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8; and
 4. Acts of war or terrorism.
- D. CMAR's entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:
1. CMAR's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. CMAR shall not be entitled to an adjustment in Guaranteed Maximum Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CMAR. Such a concurrent delay by CMAR shall not preclude an adjustment of Contract Times to which CMAR is otherwise entitled.
 3. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.
- E. Each CMAR request or Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and
 5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CMAR shall also furnish such additional supporting documentation as Owner or Owner's Advisor may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify CMAR in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CMAR must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish CMAR with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. Limitation on Use of Site and Other Areas
 - 1. CMAR shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CMAR has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. CMAR shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CMAR's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the CMAR or those for which CMAR is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible, CMAR shall (a) take immediate corrective or remedial action as required by Paragraph 7.18, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against

all costs, losses, and damages, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner's Advisor, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, CMAR's performance of the Work, or because of other actions or conduct of the CMAR or those for which CMAR is responsible.

- B. Removal of Debris During Performance of the Work—During the progress of the Work the CMAR shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. Cleaning—Prior to Substantial Completion of the Work CMAR shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CMAR shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. Loading of Structures—CMAR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CMAR subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings—The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
 - 3. Technical Data described in such reports and drawings.
- B. Underground Facilities—Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. Reliance by CMAR on Technical Data—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b.
- D. Limitations of Other Data and Documents—Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to CMAR, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. Confirmation of Site Conditions—As a part of Preconstruction Services CMAR will inform Owner if CMAR concludes that additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions at the Site prior to commencement of construction would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. If Owner authorizes CMAR to conduct such Supplemental Investigations, through CMAR's own personnel or through a qualified consultant, or if Owner conducts such Supplemental Investigations, through Owner's Advisor, the Engineer, or a consultant, then CMAR will be entitled to rely on the results of the Supplemental Investigations, together with the Technical Data cited above, in planning and pricing construction at the Site.
- F. If Owner does not authorize any Supplemental Investigations of Site conditions, then CMAR will proceed with planning and pricing construction based on the Technical Data made available to it.
- G. CMAR will be bound by any additional knowledge regarding Site conditions that CMAR gains while providing Preconstruction services.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by CMAR—If CMAR believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CMAR is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CMAR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner's Advisor in writing about such condition. CMAR shall not further disturb such condition or perform any Work in connection

therewith, except with respect to an emergency, until receipt of a written statement permitting CMAR to do so.

- B. Owner's Advisor's Review—After receipt of written notice as required by the preceding paragraph, Owner's Advisor, in consultation with Engineer, will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CMAR; prepare recommendations to Owner regarding the CMAR's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Owner's Advisor's findings, conclusions, and recommendations.
- C. Owner's Statement to CMAR Regarding Site Condition—After receipt of Owner's response and instructions regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.
- D. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.
- E. Possible Price and Times Adjustments
 - 1. CMAR shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and
 - c. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. CMAR shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:
 - a. CMAR knew of the existence of such condition at the time CMAR made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times through a Work Authorization;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Proposal Documents or Contract Documents to be conducted by or for CMAR prior to CMAR's making such commitment;
 - c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CMAR did not recommend any such Supplemental Investigations to Owner; or
 - d. CMAR failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 4. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the subsurface or physical condition in question.
- F. Underground Facilities; Hazardous Environmental Conditions—Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. CMAR's Responsibilities—Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all the following is included in the Guaranteed Maximum Price, and CMAR shall have full responsibility for:
- 1. collaborating with Engineer during the design phase, as part of Preconstruction Services, to improve the accuracy and completeness of information regarding Underground Facilities that Engineer gathers and depicts in the final Contract Documents;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;
 - 4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. Notice by CMAR—If CMAR believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CMAR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or

performing any Work in connection therewith, except in an emergency as required by Paragraph 7.18, notify Owner and Owner's Advisor in writing regarding such Underground Facility.

C. Owner's Advisor's Review

1. Owner's Advisor will:

- a. promptly review the Underground Facility in consultation with Engineer, and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
- b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CMAR regarding the CMAR's resumption of Work in connection with the Underground Facility in question;
- c. obtain any pertinent cost or schedule information from CMAR; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
- d. advise Owner and Engineer in writing of Owner's Advisor's findings, conclusions, and recommendations.

During such time, CMAR shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Advisor's Statement to CMAR Regarding Underground Facility—After receipt of Owner's response to and recommendations regarding Owner's Advisor's written findings, conclusions, and recommendations, Owner's Advisor will issue a written statement to CMAR regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and informing CMAR of Owner's Advisor's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

E. Early Resumption of Work—If at any time Owner's Advisor, in consultation with Engineer, determines that Work in connection with the Underground Facility may resume prior to completion of Owner's Advisor's review or Owner's Advisor's issuance of its statement to CMAR, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner's Advisor may instruct CMAR to resume such Work.

F. Possible Price and Times Adjustments

1. CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CMAR's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;

- b. CMAR's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. CMAR gave the notice required in Paragraph 5.05.B.
2. If Owner and CMAR agree regarding CMAR's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. CMAR may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to CMAR regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, CMAR's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings—The Supplementary Conditions identify:
 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data described in such reports and drawings.
- B. Reliance by CMAR on Technical Data Authorized—CMAR may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then CMAR may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.55.b. Except for such reliance on Technical Data, CMAR may not rely upon or make any claim against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for CMAR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any CMAR interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- C. CMAR shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. CMAR shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CMAR, Subcontractors, Suppliers, or anyone else for whom CMAR is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If CMAR encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CMAR or anyone for whom CMAR is responsible creates a Hazardous Environmental Condition, then CMAR shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby, except in an emergency as required by Paragraph 7.18; and (3) notify Owner, Owner's Advisor, and Engineer, and promptly thereafter confirm such notice in writing. Owner shall promptly consult with Owner's Advisor and Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Owner's Advisor and Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CMAR with the written notice required by Paragraph 5.06.E. If CMAR or anyone for whom CMAR is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. CMAR shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to CMAR either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and CMAR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CMAR, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, CMAR may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, CMAR does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs, arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by CMAR or by anyone for whom CMAR is responsible, or to a Hazardous Environmental Condition created by CMAR or by anyone for whom CMAR is responsible. Nothing in this Paragraph 5.06.J obligates CMAR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. No later than the execution of the first Work Authorization the CMAR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CMAR's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract. The premium costs of such bonds are:
 - 1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or
 - 2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.
- B. CMAR shall also furnish such other bonds, if any, as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570, as amended and supplemented by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. CMAR shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by CMAR is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CMAR shall promptly notify Owner and Owner’s Advisor in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If CMAR has failed to obtain a required bond, Owner may exclude the CMAR from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to CMAR from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CMAR shall provide a copy of the payment bond to such person or entity.
- I. Performance Bonds required of certain Subcontractors and Suppliers—see Paragraph 7.10.O.

6.02 Insurance—General Provisions

- A. Owner and CMAR shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or CMAR shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract must have an A.M. Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. CMAR shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that CMAR has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, CMAR shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-

insured retentions, if allowed, and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, CMAR, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to CMAR, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract, if any. Upon request by CMAR or any other insured, Owner shall also provide other evidence of such required insurance, if any, including but not limited to copies of policies, documentation of applicable self-insured retentions, if allowed, and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or CMAR to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or CMAR to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.
- G. In addition to the liability insurance required to be provided by CMAR, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CMAR, and CMAR cannot rely upon Owner's liability policies for any of CMAR's obligations to the Owner, Owner's Advisor, Engineer, or third parties.
- H. CMAR shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Owner's Advisor and Engineer, and any other individuals or entities identified in the Supplementary Conditions as additional insureds on CMAR's liability policies, on each Subcontractor's commercial general liability policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.
- J. If CMAR has failed to obtain and maintain required insurance, CMAR's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect, but is in no way obligated, to obtain equivalent

insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR or CMAR's interests. CMAR is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that CMAR deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on CMAR's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder must provide a copy of the notice to Owner's Advisor and each other insured.

6.03 CMAR's Insurance

- A. Required Insurance—CMAR shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. General Provisions—The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CMAR may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by CMAR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds—The CMAR's commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 1. include and list as additional insureds Owner, Owner's Advisor, and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CMAR's acts or omissions, or the acts and omissions of those working on CMAR's behalf, in the performance of CMAR's operations.

6.04 Builder's Risk and Other Property Insurance

- A. **Builder's Risk**—Unless otherwise provided in the Supplementary Conditions, beginning at the commencement of construction CMAR shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost, subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations. The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

For purposes of the builder's risk and other required property insurance, "commencement of construction" first occurs when materials are in the course of delivery to the Site or an off-site storage location required to be insured if transit coverage is required, or if transit coverage is not required, when materials are delivered to the Site, or an off-site storage location required to be insured.

- B. **Property Insurance for Facilities of Owner Where Work Will Occur**—Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D.
- C. **Property Insurance for Substantially Complete Facilities**—Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. **Partial Occupancy or Use by Owner**—If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, directly, if it is the purchaser of the builder's risk policy, or through CMAR, will provide advance notice of such occupancy or use to the builder's risk insurer and obtain coverage or an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. **Insurance of Other Property; Additional Insurance**—If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CMAR

elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, CMAR may do so at its expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04, or an installation floater policy if authorized by the Supplementary Conditions, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Owner's Advisor, Engineer, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and CMAR waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Advisor, Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CMAR as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.05, after Substantial Completion pursuant to Paragraph 15.04, or after final payment pursuant to Paragraph 15.07, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CMAR, Subcontractors, Owner's Advisor, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
- C. Owner waives all rights against CMAR, Subcontractors, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. CMAR shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CMAR, Owner's Advisor, Engineer, all individuals or entities identified in the Supplementary Conditions as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, CMAR shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.01 CMAR's Means and Methods of Construction

- A. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or CMAR determines, that professional engineering or other design services are needed to carry out CMAR's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CMAR shall cause such services to be provided by a properly licensed design professional, at CMAR's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner, Owner's Advisor, nor Engineer has any responsibility with respect to (1) CMAR's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CMAR, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. CMAR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

- B. At all times during the progress of the Work, CMAR shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Owner's Advisor except under extraordinary circumstances.

7.03 CMAR Services—Key Personnel and Subconsultants

- A. CMAR will provide the services of the key individuals identified in the Agreement for CMAR Services (Preconstruction Services and Procurement Services) for the duration of the time required to provide these services. CMAR may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.
- B. CMAR may provide CMAR Services through one or more subconsultants under contract to CMAR provided, however, that CMAR remains responsible to the Owner for all duties and obligations of the CMAR under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CMAR will provide the services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CMAR may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CMAR Services

- A. The Owner's Advisor, with the concurrence of Owner and Engineer, has the right to reject or disapprove any substandard portion of the CMAR Services. Owner's Advisor will provide written notice stating the reason for the rejection or disapproval. CMAR will revise the services in question to address the inadequacies identified by Owner's Advisor.
- B. CMAR acknowledges that any review or approval of CMAR Services by the Owner or Owner's Advisor does not relieve CMAR of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CMAR Services

- A. Owner may terminate this Contract for Owner's convenience at the completion of Preconstruction Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CMAR Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.
- B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as whether CMAR is unable to offer a Guaranteed Maximum Price within the Owner's Construction Budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

7.06 Labor; Working Hours

- A. CMAR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CMAR shall maintain good discipline and order at the Site.
- B. CMAR shall provide or furnish:
 - 1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;
 - 2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and
 - 3. All other construction-related and post-construction services described in the Contract Documents.
- C. CMAR shall be fully responsible to Owner, Owner's Advisor, and Engineer for all acts and omissions of CMAR's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CMAR Services or the Work, just as CMAR is responsible for CMAR's own acts and omissions.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CMAR will not perform Work on a Saturday, Sunday, or legal holiday. CMAR may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, CMAR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Owner's Advisor, the CMAR shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. CMAR will be fully responsible for the quality and effectiveness (1) of all services performed or provided by CMAR, including but not limited to CMAR Services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 “Or Equals”

- A. CMAR’s Request; Governing Criteria—Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CMAR furnishing such Item as specified. The specification or description of such an Item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” Item is permitted, CMAR may request that Owner’s Advisor authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Owner’s Advisor, in consultation with Engineer, determines that an Item of equipment or material proposed by CMAR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Owner’s Advisor will deem it an “or equal” item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:
 - a. in the exercise of reasonable judgment Owner’s Advisor, in consultation with Engineer, determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. CMAR certifies that if the proposed Item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.
- B. CMAR’s Expense—CMAR shall provide all data in support of any proposed “or equal” Item at CMAR’s expense.
- C. Owner’s Advisor’s Evaluation and Determination—Owner’s Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each “or-equal” request. Owner’s Advisor may require CMAR to furnish additional data about the proposed “or-equal” item. Owner’s Advisor, in consultation with Engineer, will be the sole judge of acceptability. No “or-equal” Item will be ordered, furnished, installed, or utilized until Owner’s Advisor’s review is complete and Owner’s Advisor, in consultation with Engineer, has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Owner’s Advisor will advise CMAR in writing of any negative determination.

- D. Effect of Owner’s Advisor’s Determination—Neither approval nor denial of an “or-equal” request will result in any change in Guaranteed Maximum Price. The Owner’s Advisor’s denial of an “or-equal” request will be final and binding and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request—If Owner’s Advisor determines that an Item of equipment or material proposed by CMAR does not qualify as an “or-equal” item, CMAR may request that Owner’s Advisor consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

- A. CMAR’s Request; Governing Criteria—Unless the specification or description of an Item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CMAR may request that Owner’s Advisor authorize the use of other items of equipment or material under the circumstances described below.
- B. To the extent possible such requests must be made as part of Preconstruction Services, before the completion of the applicable portion of the design, the Procurement of Subcontractors, construction pricing, and execution of the governing Work Authorization (Preconstruction Substitute Requests). Preconstruction Substitute Requests are further addressed in Paragraph 7.09.E below; substitute requests made after the applicable Work Authorization are addressed in Paragraph 7.09.F.
- C. The following provisions apply to all substitute requests:
 - 1. CMAR shall submit adequate information as provided below to allow Owner’s Advisor, in consultation with Engineer, to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner’s Advisor will not accept requests for review of proposed substitute items of equipment or material from anyone other than CMAR.
 - 2. The requirements for review by Owner’s Advisor, in consultation with Engineer, will be as set forth in Paragraph 7.09.D, as supplemented by the Specifications, and as Owner’s Advisor may decide is appropriate under the circumstances.
 - 3. CMAR shall make written application to Owner’s Advisor for review of a proposed substitute Item of equipment or material that CMAR seeks to furnish or use. The application:
 - a. will certify that the proposed substitute Item will:
 - 1) adequately perform the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the Item specified; and
 - 3) be suited to the same use as the Item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute Item from the Item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- D. Owner's Advisor's Evaluation and Determination—Owner's Advisor, in consultation with Engineer, will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Owner's Advisor may require CMAR to furnish additional data about the proposed substitute item. Owner's Advisor, in consultation with Engineer, will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Owner's Advisor's review is complete and Owner's Advisor determines that the proposed Item is an acceptable substitute.
- E. Preconstruction Substitute Requests—CMAR will research potential substitutes, furnish data, and prepare a Preconstruction Substitute Request as compensable Basic Preconstruction Services. CMAR will not be responsible for costs incurred by Owner, Owner's Advisor, or Engineer in response to a Preconstruction Substitute Request. If such a request is approved, CMAR will not be required to issue a special guarantee with respect to the substitute's inclusion in the final design.
- F. For substitute requests made after a Work Authorization, or in an untimely manner such that the substitution cannot be made part of the final design on which binding construction pricing is based, the following apply:
- 1. Owner's Advisor's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Owner's Advisor accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Owner's Advisor will advise CMAR in writing of any negative determination.
 - 2. Special Guarantee —Owner's Advisor may require CMAR to furnish at CMAR's expense a special performance guarantee or other surety with respect to the substitute.
 - 3. Reimbursement of Review Cost—Owner's Advisor and Engineer will record their costs in evaluating the substitute proposed or submitted by CMAR. Whether or not Owner's Advisor approves a substitute so proposed or submitted by CMAR, CMAR shall

reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for evaluating each such proposed substitute. CMAR shall also reimburse Owner for the reasonable charges of Owner's Advisor and Engineer for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.

4. CMAR's Expense—CMAR shall provide all data in support of any proposed substitute at CMAR's expense.
5. Effect of Owner's Advisor's Determination—If Owner's Advisor approves the substitute request, CMAR shall execute a Change Order and proceed with the substitute. The Owner's Advisor's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CMAR may challenge the scope of reimbursement costs imposed under Paragraph 7.09.F.3, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

- A. CMAR may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CMAR's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CMAR's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. CMAR shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. As a general matter, CMAR shall retain Subcontractors and Suppliers for Work Packages through the procurement process described in the Agreement, including but not limited to the Procurement Strategy Plan and Exhibit A Article 3 of the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.
- D. Subsequent to the submittal of CMAR's Proposal or final negotiation of the terms of the Contract, Owner may not require CMAR to retain any Subcontractor or Supplier against which CMAR has reasonable objection to furnish or perform any of the Work.
- E. Prior to entry into any binding subcontract or purchase order, CMAR shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the CMAR selection process, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CMAR to retain specific replacements; provided, however, that Owner may not require a replacement to which CMAR has a reasonable objection. If CMAR has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of

substantive, reasonable objection after due investigation. CMAR shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- G. If Owner requires the replacement of any Subcontractor or Supplier retained by CMAR to perform any part of the Work, then CMAR shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CMAR shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis, CMAR shall submit to Owner's Advisor a complete list of all Subcontractors and Suppliers having a direct contract with CMAR, and of all other Subcontractors and Suppliers known to CMAR at the time of submittal.
- J. CMAR shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CMAR in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- L. All Work performed for CMAR by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner, Owner's Advisor, and Engineer.
- M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CMAR for Work performed for CMAR by the Subcontractor or Supplier.
- N. CMAR shall restrict all Subcontractors and Suppliers from communicating with Owner's Advisor or Owner, except through CMAR or in case of an emergency, or as otherwise expressly allowed in this Contract.
- O. CMAR will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CMAR as described in Paragraph 16.02 of the General Conditions.
 - 1. If, for a specific Subcontractor or Supplier, CMAR determines that CMAR would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CMAR may require a subcontract/supplier performance bond, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement). Before requiring such a bond, CMAR will consult with Owner's Advisor and consider whether other protective measures are feasible and more cost-effective.
 - 2. If Owner requires that CMAR enter into a subcontract with a Subcontractor to which the CMAR has reasonable objections, CMAR may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work under the Subcontract costs category (Paragraph 6.02, Agreement).

7.11 Patent Fees and Royalties

- A. CMAR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, Owner's Advisor, or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless CMAR, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.12 Permits

- A. Unless otherwise provided in the Contract Documents, CMAR shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist CMAR, when necessary, in obtaining such permits and licenses. CMAR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of CMAR's Proposal. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.13 Taxes

- A. CMAR shall pay all sales, consumer, use, and other similar taxes required to be paid by CMAR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.14 Laws and Regulations

- A. CMAR shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CMAR Services or the Work. Neither Owner, Owner's

Advisor, nor Engineer will be responsible for monitoring CMAR's compliance with Laws or Regulations.

- B. If CMAR performs any CMAR Services or Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, CMAR shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such CMAR Services, Work, or other action.
- C. It is not CMAR's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CMAR of its obligations under Paragraph 3.03.
- D. Owner or CMAR may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CMAR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within 30 days of such written notice CMAR may submit a Change Proposal, or Owner may initiate a Claim.

7.15 Record Documents

- A. CMAR shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, Contract Amendments, Work Packages, Work Authorizations, written interpretations and clarifications, and approved Shop Drawings. CMAR shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Owner's Advisor and Engineer for reference. Upon completion of the Work, CMAR shall deliver these record documents to Owner's Advisor.

7.16 Safety and Protection

- A. CMAR shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. CMAR shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. CMAR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.16.C.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CMAR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, will be remedied by CMAR at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, Owner's Advisor, or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CMAR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.
 - E. CMAR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
 - F. CMAR shall notify Owner's Advisor; Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities, if the identity of such owners is known to CMAR; and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CMAR knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - G. CMAR shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
 - H. CMAR shall inform Owner, Owner's Advisor, and Engineer of the specific requirements of CMAR's safety program with which Owner's, Owner's Advisor's, and Engineer's employees and representatives must comply while at the Site.
 - I. CMAR's duties and responsibilities for safety and protection will continue until all the Work is completed, Owner's Advisor has issued a written notice to Owner and CMAR in accordance with Paragraph 15.07.C that the Work is acceptable, and CMAR has left the Site, except as otherwise expressly provided in connection with Substantial Completion.
 - J. CMAR's duties and responsibilities for safety and protection will resume whenever CMAR or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.17 Hazard Communication Programs

- A. CMAR shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.18 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CMAR is obligated to act to prevent damage, injury, or loss. CMAR shall give Owner's Advisor prompt written notice if CMAR believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CMAR's response to an emergency. If Owner's Advisor, in consultation with Engineer, determines that a change in the Contract Documents is required because of an emergency or CMAR's response, a Work Change Directive or Change Order will be issued.

7.19 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CMAR shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to CMAR's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CMAR has satisfied CMAR's obligations under the Contract Documents with respect to CMAR's review of that Submittal, and that CMAR approves the Submittal.
3. With each Shop Drawing or Sample, CMAR shall give Owner's Advisor specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. Submittal Procedures for Shop Drawings and Samples—CMAR shall label and submit Shop Drawings and Samples to Owner’s Advisor for review by Engineer in accordance with the accepted Schedule of Submittals.
1. Shop Drawings
 - a. CMAR shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CMAR proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.19.D.
 2. Samples
 - a. CMAR shall submit the number of Samples required in the Specifications.
 - b. CMAR shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner’s Advisor may require to enable Engineer to review the Sample for the limited purposes required by Paragraph 7.19.D.
- C. Proceeding without Engineer’s Approval—Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Engineer approves the Shop Drawing or Sample. If CMAR proceeds without such approval, CMAR will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.
- D. Engineer’s Review of Shop Drawings and Samples
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer’s review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer’s review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer’s review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.
 4. Engineer’s review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 7.19.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Owner’s Advisor, in consultation with Engineer, will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval, if any, of a Shop Drawing or Sample will not relieve CMAR from responsibility for complying with the requirements of Paragraphs 7.19.A and B.
 6. Engineer's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.
 7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.
 8. CMAR shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.19.D.4.
- E. Resubmittal Procedures for Shop Drawings and Samples
1. CMAR shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CMAR shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.
 2. CMAR shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CMAR shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges.
 3. If CMAR requests a change of a previously approved Shop Drawing or Sample, CMAR shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due CMAR to secure reimbursement for such charges, unless the need for such change is beyond the control of CMAR.
- F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. CMAR shall submit all such Submittals to Owner's Advisor in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, CMAR shall confer with Owner's Advisor regarding the reason for the non-acceptance and resubmit an acceptable document.
 - 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.19, and 15.02.
 - G. Owner-delegated Designs–Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.22.
- 7.20 CMAR's General Warranty and Guarantee
- A. CMAR warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner's Advisor and Engineer are entitled to rely on CMAR's warranty and guarantee.
 - B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:
 - 1. Owner shall give CMAR written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
 - C. CMAR's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than CMAR, Subcontractors, Suppliers, or any other individual or entity for whom CMAR is responsible; or
 - 2. normal wear and tear under normal usage.
 - D. CMAR shall perform or provide CMAR Services in accordance with the Contract Documents and good construction management practice.
 - E. CMAR's obligation to perform and complete the CMAR Services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CMAR Services or Work that is not in accordance with the Contract Documents, a release of CMAR's obligation to perform the CMAR Services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:
 - 1. Observations by Owner's Advisor or Engineer;
 - 2. Recommendation by Owner's Advisor or payment by Owner of any progress or final payment;
 - 3. The acceptance of CMAR Services without objection;
 - 4. The issuance of a certificate of Substantial Completion by Owner's Advisor or any payment related thereto by Owner;

5. Use or occupancy of the Work or any part thereof by Owner;
 6. Any review and approval of a Shop Drawing or Sample submittal;
 7. The issuance of a notice of acceptability by Owner's Advisor;
 8. The end of the correction period established in Paragraph 15.09;
 9. Any inspection, test, or approval by others; or
 10. Any correction of defective Work by Owner.
- F. If the Contract requires CMAR to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CMAR's performance obligations to Owner for the Work described in the assigned contract.

7.21 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of CMAR under the Contract or otherwise, CMAR shall indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments, including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, arising from third-party claims or actions relating to or resulting from the performance or furnishing of CMAR Services or the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, other than the Work itself, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CMAR, any Subcontractor, any Supplier, subconsultant, or any individual or entity directly or indirectly employed by any of them to perform any of the CMAR Services or Work, or anyone for whose acts any of them may be liable.
- B. In claims against Owner, Owner's Advisor, or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any CMAR employee, or the survivor or personal representative of such employee, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.21.A will not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for CMAR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.22 Delegation of Professional Design Services

- A. Owner may require CMAR to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CMAR must furnish to Owner's Advisor with respect to the Owner-delegated design.
- B. CMAR shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications,

certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CMAR, a Subcontractor, or others for submittal to Owner's Advisor, then such Shop Drawing or other Submittal must bear the written approval of CMAR's design professional when submitted by CMAR to Owner's Advisor.
- D. Owner, Owner's Advisor, and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CMAR under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.22, Engineer's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CMAR pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.22;
 - 2. Confirming that CMAR, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by CMAR is consistent with the design concept expressed in the Contract Documents.
- F. CMAR shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. CMAR is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CMAR written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CMAR.
- C. CMAR shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

- D. CMAR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CMAR shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CMAR may cut or alter others' work with the written consent of Owner's Advisor and the others whose work will be affected.
- E. If the proper execution or results of any part of CMAR's Work depends upon work performed by others, CMAR shall inspect such other work and promptly report to Owner's Advisor in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CMAR's Work. CMAR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CMAR's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CMAR is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to CMAR prior to the start of any such other work:
 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CMAR or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then CMAR shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or the Contract Times. CMAR must submit any Change Proposal seeking an equitable adjustment in the Guaranteed Maximum Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CMAR in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CMAR under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable

adjustment in Guaranteed Maximum Price will be conditioned on CMAR assigning to Owner all CMAR's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CMAR's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. CMAR shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If CMAR fails to take such measures, and as a result, damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due CMAR, and assign to such other contractor or utility owner the Owner's contractual rights against CMAR with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CMAR shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CMAR's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CMAR.
- C. If CMAR damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through CMAR's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CMAR's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against CMAR, Owner, Owner's Advisor, or Engineer, then CMAR shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner, Owner's Advisor, and Engineer, and their officers, directors, members, partners, employees, agents, consultants and subcontractors from and against any such claims, and against all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to CMAR

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to CMAR through Owner's Advisor.

9.02 Replacement of Owner's Advisor or Engineer

- A. Owner may at its discretion appoint a replacement for Owner's Advisor, provided CMAR makes no reasonable objection to the replacement. The replacement's status under the Contract Documents will be that of the former Owner's Advisor.

- B. Owner may at its discretion appoint an engineer to replace Engineer, provided CMAR makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.
- 9.03 Furnish Data
- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay CMAR
- A. Owner shall make payments to CMAR when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to CMAR copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Owner's Tasks in Support of CMAR Services
- A. Owner shall provide CMAR with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CMAR to provide services. Owner shall be responsible for, and CMAR may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CMAR pursuant to this Agreement. CMAR may use such criteria and information in performing or furnishing CMAR Services.
- B. Owner shall provide reasonable assistance to CMAR in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.
- C. Owner shall arrange for safe access to and make all provisions for CMAR to enter upon public and private property as required for CMAR to perform services.

- D. Owner shall review documents presented by CMAR, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CMAR's performance of its services.
- E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CMAR.
 - 1. Advise CMAR of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.
 - 2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CMAR.
- F. Owner is not responsible for discovering deficiencies in the CMAR's Services. CMAR will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Evidence of Financial Arrangements

- A. Upon request of CMAR, Owner shall furnish CMAR reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract, including obligations under proposed changes in the Work.

9.13 Safety Programs

- A. While at the Site, Owner's employees and representatives will comply with the specific applicable requirements of CMAR's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to CMAR.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

10.01 Owner's Advisor

- A. Owner's Advisor will be Owner's representative during the construction period.
- B. The general duties, responsibilities, and the limitations of authority of Owner's Advisor and Engineer during construction are set forth below.

10.02 Visits to Site

- A. Owner's Advisor will either be based at the Site or make visits to the Site on a regular basis. Owner's Advisor will observe the Work; check the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.
- B. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of CMAR's executed Work. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer will report to Owner's Advisor regarding information obtained during such Site visits and observations.
- C. Owner's Advisor's and Engineer's visits and observations are subject to all the limitations on Owner's Advisor's and Engineer's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Owner's Advisor's and Engineer's visits or observations of CMAR's Work, neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Determinations for Unit Price Work

- A. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

- A. Owner's Advisor will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.
 - 1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, Field Orders, and similar matters, Owner's Advisor will consult with Engineer as to all matters in question involving (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.
 - 2. With respect to such matters, Owner's Advisor's decisions and judgments as rendered will be in accord with Engineer's professional analysis, opinions, recommendations, and conclusions.
- B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, neither Owner's Advisor nor Engineer will show partiality to Owner or CMAR, and neither Owner's Advisor nor Engineer will be liable to Owner, CMAR, or others in

connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.

- C. Owner's Advisor may at any time request that CMAR furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Owner's Advisor's and Engineer's Authority and Responsibilities

- A. Neither Owner's Advisor's nor Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Owner's Advisor or Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Owner's Advisor or Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner's Advisor or Engineer to CMAR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Neither Owner's Advisor nor Engineer will supervise, direct, control, or have authority over or be responsible for CMAR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CMAR to comply with Laws and Regulations applicable to the performance of the Work. Neither Owner's Advisor nor Engineer will be responsible for CMAR's failure to perform the Work in accordance with the Contract Documents.
- C. Neither Owner's Advisor nor Engineer will be responsible for the acts or omissions of CMAR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Owner's Advisor's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by CMAR under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

- A. While at the Site, Owner's Advisor's and Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and CMAR's safety programs of which Owner's Advisor and Engineer have been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Amendment, Work Authorization, Change Order, Work Change Directive, or Field Order.
- B. A Work Authorization, as more fully defined in Paragraph 1.01, is used to authorize specified Work, and establish related compensation. Change Orders, Work Change Directives, and Field Orders are used to modify a Work Authorization, including but not limited to

modifications of the authorized Work and changes to the Guaranteed Maximum Price and Contract Times associated with the Work Authorization.

If a modification under a Work Authorization includes a change in the Guaranteed Maximum Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. A Contract Amendment, as more fully defined in Paragraph 1.01, is used for general contract modification purposes.
- D. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Engineer's recommendation. Owner and CMAR may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

- A. With respect to a governing Work Authorization, Owner and CMAR shall execute appropriate Change Orders covering:
 - 1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and
 - 3. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or CMAR refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. Owner and CMAR will enter into either a Change Order, if related to a specific Work Authorization, or a Contract Amendment with respect to the following:
 - 1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CMAR has duly contested such set-off;
 - 2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Guaranteed Maximum Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented

by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Guaranteed Maximum Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Guaranteed Maximum Price.

- B. If Owner has issued a Work Change Directive and:
1. CMAR believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then CMAR shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Guaranteed Maximum Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Owner's Advisor, in consultation with Engineer, may authorize minor changes in the Work if the changes do not involve an adjustment in the Guaranteed Maximum Price or the Contract Times. Such changes will be accomplished by a Field Order and will be binding on Owner and on CMAR, which shall perform the Work involved promptly.
- B. If CMAR believes that a Field Order justifies an adjustment in the Guaranteed Maximum Price or Contract Times, then before proceeding with the Work at issue, CMAR shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and CMAR have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price; or by a Work Change Directive. Upon receipt of any such document, CMAR shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates CMAR to undertake work that CMAR reasonably concludes cannot be performed in a manner consistent with CMAR's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. CMAR shall not be entitled to an increase in the Guaranteed Maximum Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.18 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Guaranteed Maximum Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Guaranteed Maximum Price with respect to the Work will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved;
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work determined in accordance with the Cost of the Work provisions in the Agreement, plus the CMAR Fee, applied proportionally, for overhead and profit determined in accordance with the terms in the Agreement.

11.08 Change of Contract Times

- A. The Contract Times may be changed by a Work Authorization, Change Order, or Contract Amendment. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. Purpose and Content—CMAR shall submit a Change Proposal to Owner’s Advisor to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Owner’s Advisor concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; identify any governing Work Authorization; indicate CMAR’s recommendation for the correct means of amending the Contract (Work Authorization, Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. Determination of Changes in Guaranteed Maximum Price for Work—If a Change Order under a Work Authorization entails a change in Guaranteed Maximum Price, then:
 - 1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions Article 6 of the Agreement.
 - 2. The CMAR Fee for changes will be those agreed to Article 7 of the Agreement.

3. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work and CMAR Fee, as duly determined.
 4. The amount of any increases or decreases in the CMAR Fee, or in Guaranteed Maximum Price, will be set forth in the applicable Change Order.
- C. Change Proposal Procedures
1. Submittal—CMAR shall submit each Change Proposal to Owner’s Advisor within 30 days after the start of the event giving rise thereto, or after such decision.
 2. Supporting Data—The CMAR shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Owner’s Advisor within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CMAR believes it is entitled as a result of said event.
 3. Owner’s Advisor’s Initial Review—Owner’s Advisor, in consultation with Engineer, will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Owner’s Advisor concludes that additional supporting data is needed before conducting a full review and deciding regarding the Change Proposal, then Owner’s Advisor may request that CMAR submit such additional supporting data by a date specified by Owner’s Advisor, prior to Owner’s Advisor beginning its full review of the Change Proposal.
 4. Owner’s Advisor’s Full Review and Action on the Change Proposal—Upon receipt of CMAR’s supporting data, including any additional data requested by Owner’s Advisor, Owner’s Advisor, in consultation with Engineer, will conduct a full review of each Change Proposal and, within 30 days after such receipt of the CMAR’s supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CMAR. If Owner’s Advisor does not act on the Change Proposal within 30 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of Owner’s Advisor’s inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. Binding Decision—Owner’s Advisor’s decision is final and binding upon Owner and CMAR, unless Owner or CMAR appeals the decision by filing a Claim under Article 12.
- D. Post-Completion—CMAR shall not submit any Change Proposals after Owner’s Advisor issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.10 Notification to Surety

- A. CMAR shall notify the performance and payment bond surety of the issuance of each Work Authorization and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents, including, but not limited to, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CMAR's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. Claims Process—The following disputes between Owner and CMAR are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or CMAR of Owner's Advisor's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Owner's Advisor has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.
- B. Submittal of Claim—The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Owner's Advisor and Engineer, for their information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CMAR seeking an increase in the Contract Times or Contract Price, CMAR shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CMAR's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CMAR is entitled.
- C. Review and Resolution—The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Owner's Advisor and Engineer.
- D. Mediation
 - 1. At any time after initiation of a Claim, Owner and CMAR may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and CMAR agree to mediation, then after 60 days from such agreement, either Owner or CMAR may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the

mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and CMAR shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval—If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. Denial of Claim—If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within 90 days, then either Owner or CMAR may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. Final and Binding Results—If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

- A. The CMAR Contingency Allowance (Agreement, Article 8) and Owner's Contingency Allowance (Agreement, Article 12) are governed by the applicable provisions of the Agreement.
- B. CMAR confirms that it has included the CMAR Contingency Allowance in the Guaranteed Maximum Price and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner's Advisor.
- C. CMAR confirms that it has included the Owner's Contingency Allowance in the Contract Price and that use of Owner's Contingency Allowance is subject to the provisions of Article 12 in the Agreement.
- D. Cash Allowances—CMAR agrees that:
 1. the cash allowances include the cost to CMAR, less any applicable trade discounts, of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. CMAR's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

- E. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner's Advisor to reflect actual amounts due CMAR for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified Item of Unit Price Work times the estimated quantity of each Item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Proposals and determining an Estimated Guaranteed Maximum Price. Payments to CMAR for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by CMAR to be adequate to cover CMAR's overhead and profit for each separately identified item.
- D. Owner's Advisor will determine the actual quantities and classifications of Unit Price Work performed or furnished by CMAR. Owner's Advisor will review with CMAR the Owner's Advisor's preliminary determinations on such matters before rendering a written decision thereon, by recommendation of an Application for Payment or otherwise. Owner's Advisor's written decision thereon will be final and binding except as modified by Owner's Advisor to reflect changed factual conditions or more accurate data upon Owner and CMAR, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.
- E. Adjustments in Unit Price
 - 1. CMAR or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:
 - a. the quantity of the Item of Unit Price Work performed by CMAR differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and
 - b. CMAR's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CMAR's costs to perform such other Work, such that the resulting overall change in Guaranteed Maximum Price is equitable to Owner and CMAR.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Owner's Advisor, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CMAR shall provide them with proper and safe conditions for such access and

advise them of CMAR's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. CMAR shall give Owner's Advisor timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CMAR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner's Advisor the required certificates of inspection or approval.
- D. CMAR shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CMAR's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Owner's Advisor.

- E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Owner's Advisor, Engineer, or another designated individual or entity, then CMAR shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CMAR without written concurrence of Owner's Advisor, CMAR shall, if requested by Owner's Advisor, uncover such Work for observation. Such uncovering will be at CMAR's expense unless CMAR has given Owner's Advisor timely notice of CMAR's intention to cover the same and Owner's Advisor had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. CMAR's Obligation—It is CMAR's obligation to assure that the Work is not defective.
- B. Owner's Advisor's Authority—Owner's Advisor has the authority to determine, in consultation with Engineer, whether Work is defective, and to reject defective Work.
- C. Notice of Defects—Prompt written notice of all defective Work of which Owner, Owner's Advisor, or Engineer has actual knowledge will be given to CMAR.
- D. Correction, or Removal and Replacement—Promptly after receipt of written notice of defective Work, CMAR shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Owner's Advisor has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. Preservation of Warranties—When correcting defective Work, CMAR shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages—In addition to its correction, removal, and replacement obligations with respect to defective Work, CMAR shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and CMAR are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. If such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CMAR shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Owner's Advisor as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CMAR. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, CMAR shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Owner's Advisor has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Owner's Advisor, then CMAR shall, if requested by Owner's Advisor, uncover such Work for Owner's Advisor's or Engineer's observation, and then replace the covering, all at CMAR's expense.

- C. If Engineer or Owner's Advisor considers it necessary or advisable that covered Work be observed by Owner's Advisor or Engineer, or inspected or tested by others, then Owner's Advisor will so advise CMAR, and CMAR shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner's Advisor may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, CMAR shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction, including but not limited to all costs of repair or replacement of work of others, and pending CMAR's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, CMAR shall be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CMAR may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or CMAR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CMAR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If CMAR fails within a reasonable time after written notice from Owner's Advisor to correct defective Work, or to remove and replace defective Work as required by Owner's Advisor, then Owner may, after 7 days' written notice to CMAR, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude CMAR from all or part of the Site, take possession of all or part of the Work and suspend CMAR's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere. CMAR shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Owner's Advisor, Engineer, and their consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against CMAR as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CMAR's defective Work.

- D. CMAR shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CMAR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CMAR Services

- A. The basis and procedures for payment for CMAR Services are set forth in the Agreement, Article 3. The provisions of this Article 15 pertain to payment for performance and furnishing of the Work, unless noted otherwise.

15.02 Progress Payments

A. Basis for Progress Payments

1. CMAR will, at least 10 days prior to applying for Payment, prepare and submit for approval by Owner's Advisor a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work, as determined by the applicable Work Authorizations.
2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Owner's Advisor into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress payments for cost-based Work will be based on Cost of the Work completed by CMAR during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment, but not more often than once a month, CMAR shall submit to Owner's Advisor for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CMAR for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of CMAR stating that all previous progress payments received by CMAR have been applied to discharge CMAR's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. Review of Applications
1. Owner's Advisor will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to CMAR indicating in writing Owner's Advisor's reasons for refusing to recommend payment. In the latter case, CMAR may make the necessary corrections and resubmit the Application.
 2. Owner's Advisor's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Advisor to Owner, based on Owner's Advisor's (a) observations of the executed Work, (b) consultations with Engineer, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Owner's Advisor's knowledge, information, and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and
 - c. the conditions precedent to CMAR's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Advisor's responsibility to observe the Work.
 3. By recommending any such payment Owner's Advisor will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Owner's Advisor in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle CMAR to be paid additionally by Owner or entitle Owner to withhold payment to CMAR.
 4. Neither Owner's Advisor's review of CMAR's Work for the purposes of recommending payments nor Owner's Advisor's recommendation of any payment, including final payment, will impose responsibility on Owner's Advisor:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for CMAR's failure to comply with Laws and Regulations applicable to CMAR's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes CMAR has used the money paid by Owner; or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Owner's Advisor may refuse to recommend the whole or any part of any payment if, in Owner's Advisor's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.
 6. Owner's Advisor will recommend reductions in payment (set-offs) necessary in Owner's Advisor's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible; or
 - e. Owner's Advisor has actual knowledge of the occurrence of any of the events that would constitute a default by CMAR and therefore justify termination for cause under the Contract Documents.
- D. Payment Becomes Due
1. Ten days after Owner's Advisor's presentation of the Application for Payment to Owner with Owner's Advisor's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CMAR.
- E. Reductions in Payment by Owner
1. In addition to any reductions in payment (set-offs) recommended by Owner's Advisor, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on CMAR's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CMAR's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. CMAR has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. CMAR has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which CMAR is responsible;
 - e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;

- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - i. An event has occurred that would constitute a default by CMAR and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of CMAR's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where CMAR has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. Claims have been made or costs have been incurred arising from CMAR Services; or
 - m. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Owner's Advisor, Owner will give CMAR immediate written notice, with a copy to Owner's Advisor, stating the reasons for such action and the specific amount of the reduction, and promptly pay CMAR any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CMAR the amount so withheld, or any adjustment thereto agreed to by Owner and CMAR, if CMAR remedies the reasons for such action. The reduction imposed will be binding on CMAR unless it duly submits a Change Proposal contesting the reduction.
 - 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.
- F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CMAR prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CMAR's Warranty of Title

- A. CMAR warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.04 Substantial Completion

- A. When CMAR considers the entire Work ready for its intended use CMAR shall notify Owner's Advisor in writing that the entire Work is substantially complete and request that Owner's

Advisor issue a certificate of Substantial Completion. CMAR shall at the same time submit to Owner's Advisor CMAR's proposed punch list of items to be completed or corrected before final payment.

- B. Promptly after CMAR's notification, Owner, CMAR, Owner's Advisor, and Engineer will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Owner's Advisor will notify CMAR in writing, giving the reasons for the determination.
- C. If the Work is deemed substantially complete, Owner's Advisor will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Owner's Advisor will attach to the certificate the Owner's Advisor's proposed punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Owner's Advisor as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Owner's Advisor, in consultation with Engineer, concludes that the Work is not substantially complete, Owner's Advisor will, within 14 days after submission of the preliminary certificate to Owner, notify CMAR in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Owner's Advisor, in consultation with Engineer, concludes that the Work is substantially complete, then Owner's Advisor will, within said 14 days, execute and deliver to Owner and CMAR a final certificate of Substantial Completion, with a revised punch list of items to be completed or corrected, reflecting such changes from the preliminary certificate as Owner's Advisor believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CMAR will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CMAR agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the CMAR shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases CMAR may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude CMAR from the Site after the date of Substantial Completion subject to allowing CMAR reasonable access to remove its property and complete or correct items on the punch list.

15.05 Partial Use or Occupancy; Completion of Authorized Work

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Owner's Advisor, Engineer, and CMAR agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its

intended purpose without significant interference with CMAR's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that CMAR permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CMAR agrees that such part of the Work is substantially complete, CMAR, Owner, Owner's Advisor and Engineer will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.
2. At any time, CMAR may notify Owner and Owner's Advisor in writing that CMAR considers any such part of the Work substantially complete and request Owner's Advisor to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, CMAR, Owner's Advisor and Engineer will inspect that part of the Work to determine its status of completion. If Owner's Advisor, in consultation with Engineer, does not consider that part of the Work to be substantially complete, Owner's Advisor will notify Owner and CMAR in writing, giving the reasons for its determination. If Owner's Advisor, in consultation with the Engineer, considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.
5. Neither the organization of the Work into Work Packages, nor the authorization of specified parts of the Work in a Work Authorization, establishes (a) that such packages or parts of the Work have been identified in the Contract Documents or otherwise as a part of the Work that Owner may use or occupy upon completion, or (b) that any such Work constitutes a separately functioning and usable part of the Work that upon completion can be used by Owner for its intended purpose without significant interference with CMAR's performance of the remainder of the Work. The determination of whether any part of the Work qualifies for partial use or occupancy under this Paragraph 15.05 will be made on the merits without reference to Work Packages or Work Authorizations.

B. Substantial Completion of Authorized Work

1. When CMAR considers the entire Work authorized under a specific Work Authorization is ready for its intended use, CMAR shall notify Owner's Advisor in writing that such authorized Work is substantially complete and request that Owner's Advisor issue a certificate of Substantial Completion applicable solely to such authorized Work. CMAR shall at the same time submit to Owner's Advisor the CMAR's proposed punch list of items to be completed or corrected before such authorized Work is deemed complete.
2. CMAR, Owner, Owner's Advisor, and Engineer will follow the procedures of Paragraphs 15.04.A, B, C, E, and F for such authorized Work. The terms of Paragraph 15.04.D are not applicable to the determination of Substantial Completion of the Work authorized under a Work Authorization.

3. Until Substantial Completion of the entire Work under this Contract under Paragraph 15.04, such authorized Work will not be eligible for Owner's use or occupancy, unless otherwise eligible for partial use or occupancy under Paragraph 15.05.A; the determination of a date of Substantial Completion for such authorized Work will not mark the commencement of the contractual correction period and applicable warranties required by the Contract for such authorized Work; and the authorized Work will remain the responsibility of CMAR.

15.06 Final Inspection

- A. Upon written notice from CMAR that the entire Work or an agreed portion thereof is complete, Owner's Advisor will promptly make a final inspection with Owner, Engineer, and CMAR and will notify CMAR in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CMAR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

A. Application for Final Payment

1. After Owner's Advisor, in consultation with Engineer, determines that CMAR has (a) satisfactorily completed all corrections identified during the final inspection, (b) has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, as provided in Paragraph 7.15, and other documents, and (c) completed performance of all services required by the Contract, CMAR may make application for final payment.
2. The final Application for Payment must be accompanied, except as previously delivered by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CMAR may furnish receipts or releases in full and an affidavit of CMAR that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CMAR may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at

its option may issue joint checks payable to CMAR and specified Subcontractors and Suppliers.

- B. Owner's Advisor's Review of Final Application and Recommendation of Payment—If, on the basis of Owner's Advisor's observation of the Work during construction and final inspection, consultation with Engineer regarding completion, and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner's Advisor is satisfied that CMAR has completed the Work and fulfilled CMAR's other obligations under the Contract, Owner's Advisor will, within 10 days after receipt of the final Application for Payment, indicate in writing Owner's Advisor's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Owner's Advisor's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Owner's Advisor will return the Application for Payment to CMAR, indicating in writing the reasons for refusing to recommend final payment, in which case CMAR shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.
- C. Notice of Acceptability of the Work—In support of its recommendation of payment of the final Application for Payment, Owner's Advisor, with Engineer's express approval, will also give written notice to Owner and CMAR that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.
- D. Completion of Work—The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Owner's Advisor's written recommendation of final payment and issuance of Notice of Acceptability of the Work.
- E. Final Payment Becomes Due—Upon receipt from Owner's Advisor of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Owner's Advisor for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CMAR within 30 days of Owner's receipt of the final Application for Payment from Owner's Advisor.

15.08 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CMAR, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by CMAR will constitute a waiver by CMAR of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

15.09 Correction Period

- A. Scheduled Correction Period Inspection—Within one month before the end of the Contract's correction period, CMAR will participate in an inspection of the Work with the Owner, Owner's Advisor, and Engineer to ascertain whether any portion of the Work or the repair of

any damage to the Site or adjacent areas is defective and therefore subject to correction by CMAR.

- B. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. return to the Site with Owner, Owner's Advisor and Engineer to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
 2. consult with Owner's Advisor and Engineer regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
 3. correct the defective repairs to the Site or such adjacent areas;
 4. correct such defective Work;
 5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- C. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.20.B.
- D. If, after receipt of a notice of defect within 60 days and within the correction period, CMAR does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. CMAR shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or relating to such correction or repair or such removal and replacement, including but not limited to all costs of repair or replacement of work of others. CMAR's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- E. In special circumstances where a particular Item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that Item may start to run from an earlier date if so provided in the Specifications.
- F. Where defective Work, and damage to other Work resulting therefrom, has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- G. CMAR's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION AND TERMINATION

16.01 Owner May Suspend CMAR Services or Work

- A. At any time and without cause, Owner may suspend the CMAR Services or the Work, or any portion thereof, for a period of not more than 90 consecutive days by written notice to CMAR and Owner's Advisor. Such notice will fix the date on which CMAR Services or Work will be resumed. CMAR shall resume the CMAR Services or Work on the date so fixed. CMAR shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. With respect to a suspension of the Work, any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by CMAR and justify termination for cause:
1. CMAR's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule;
 2. Failure of CMAR to perform or otherwise to comply with a material term of the Contract Documents;
 3. CMAR's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. CMAR's repeated disregard of the authority of Owner, Owner's Advisor or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving CMAR and any surety 10 days' written notice that Owner is considering a declaration that CMAR is in default and termination of the Contract, Owner may proceed to:
1. declare CMAR to be in default, and give CMAR, and any surety, written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude CMAR from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CMAR but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if CMAR within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and

damages, including but not limited to all fees and charges of Owner's Advisors, engineers, architects, attorneys, and other professionals, sustained by Owner, such excess will be paid to CMAR. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner's Advisor as to their reasonableness and, when so approved by Owner's Advisor, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where CMAR's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against CMAR then existing or which may thereafter accrue, or any rights or remedies of Owner against CMAR or any surety under any payment bond or performance bond. Any retention or payment of money due CMAR by Owner will not release CMAR from liability.
- G. If and to the extent that CMAR has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to CMAR and Owner's Advisor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, CMAR shall be paid for without duplication of any items:
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. CMAR shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 CMAR May Stop Work or Terminate

- A. If, through no act or fault of CMAR, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner's Advisor fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay CMAR any sum finally determined to be due, then CMAR may, upon 7 days' written notice to Owner and Owner's Advisor, and provided Owner or Owner's Advisor do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner's Advisor has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay CMAR any sum finally determined to be due, CMAR may, 7 days after written notice to Owner and Owner's Advisor, stop the Work

until payment is made of all such amounts due CMAR, including interest thereon. The provisions of this paragraph are not intended to preclude CMAR from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CMAR's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. Disputes Subject to Final Resolution—The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and CMAR concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Final Resolution of Disputes—For any dispute subject to resolution under this article, Owner or CMAR may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Owner's Advisor, CMAR, or Engineer when required, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner, Owner's Advisor, nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CMAR for any claims, costs, losses, or damages sustained by CMAR on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CMAR.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

- A. Owner and CMAR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

- A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By



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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
Article 2— Preliminary Matters	1
Article 3— Contract Documents—Intent, Requirements, Reuse	3
Article 4— Commencement and Progress of the Work	3
Article 5— Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions.....	3
Article 6— Bonds and Insurance.....	4
Article 7— CMAR’s Responsibilities.....	13
Article 8— Other Work at the Site.....	14
No suggested Supplementary Conditions in this Article.....	14
Article 9— Owner’s Responsibilities	14
Article 10— Status of Owner’s Advisor and Engineer During Construction	14
Article 11— Changes to the Contract	14
Article 12— Claims.....	14
Article 13— Allowances; Unit Price Work.....	14
Article 14— Tests and Inspections; Correction, Removal, or Acceptance of Defective Work	14
Article 15— Payments to CMAR; Set Offs; Completion; Correction Period	14
Article 16— Suspension and Termination	16
Article 17— Final Resolution of Disputes.....	16
Article 18— Miscellaneous	16

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

These Supplementary Conditions amend or supplement EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added: for example, "Paragraph SC-4.05" references modifications to General Conditions Paragraph 4.05.

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No suggested Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. Evidence of CMAR's Insurance—When CMAR delivers the signed counterparts of the Agreement to Owner, CMAR shall also deliver to Owner copies of the policies, including all endorsements, and identification of applicable self-insured retentions and deductibles, of insurance required to be provided by CMAR in this Contract (other than insurance such as builder's risk that is required at a later date). CMAR may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance—After receipt from CMAR of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to CMAR copies of the policies of insurance to be provided by Owner in this Contract, if any. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to CMAR only electronic copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

2.03 Electronic Transmittals

SC-2.03 Supplement Paragraph 2.03 of the General Conditions by adding the following paragraph:

- D. Requests by CMAR for Electronic Documents in Other Formats
1. Release of any Electronic Document versions of the Project design documents in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be at the sole discretion of the Owner.
 2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project design documents and other Project information requested by CMAR (Request) in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which CMAR agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely and is being provided to CMAR on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, CMAR is advised and acknowledges that the content may not be suitable for CMAR's application or may require substantial modification and independent verification by CMAR. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to CMAR under the request are only for convenience of CMAR. Any conclusion or information obtained or derived from such data will be at the CMAR's sole risk and the CMAR waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. CMAR shall indemnify and hold harmless Owner, OA, and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from CMAR's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. CMAR agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information, in source or modified file format, to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to CMAR's subcontractors. CMAR warrants that subsequent use by CMAR's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
 3. In the event that Owner elects to provide or directs the Engineer to provide to CMAR any CMAR-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to CMAR, the Owner shall be reimbursed by CMAR on an hourly basis at \$200.00 per hour for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS—INTENT, REQUIREMENTS, REUSE

3.01 Intent

SC-3.01 Delete Paragraph 3.01.C in its entirety.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 Delays in CMAR’s Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraph:

- 5. *Weather-Related Delays.* If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Owner’s Advisor or Engineer within five days of the end of the abnormal weather condition event.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.02 Use of Site and Other Areas

SC-5.02 Add the following new paragraph immediately after 5.02.D:

- E. The responsibility for protection and safekeeping of equipment and materials on or near the Site is entirely that of CMAR, and no claim shall be made against Owner by reason of any act of an employee or trespasser. It shall be further understood that should any occasion arise necessitating access to the sites occupied by stored materials and equipment, CMAR shall immediately move the same. No materials or equipment may be placed upon Owner’s property until Owner has agreed to the location contemplated by the CMAR to be used for storage.

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which CMAR may rely: **[Identified and amended at GMP]**

Report Title	Date of Report	Technical Data
		[Identify Technical Data]

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CMAR may rely: **[Identified and amended at GMP]**

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

- G. CMAR may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Proposal Documents or have not already been provided to CMAR at a mutually agreeable location.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CMAR may rely:

Report Title	Date of Report	Technical Data
There are no known reports or hazards.	N/A	N/A

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CMAR may rely:

Drawings Title	Date of Drawings	Technical Data
There are no known reports or hazards.	N/A	N/A

SC-5.06.I Delete Paragraph 5.06.I in its entirety and renumber the subsequent paragraphs.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Delete 6.01.A in its entirety and insert the following in its place:

- A. No later than the execution of the first Work Authorization, the CMAR shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CMAR’s obligations under the Contract. These bonds must remain in effect until two years after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract. The premium costs of such bonds are:

1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or
2. a reimbursable Cost of the Work if the bonds are purchased with the first Work Authorization and increased as subsequent Work Authorizations are approved.

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.C:

3. Required Performance Bond Form—The performance bond that CMAR furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).
4. Required Payment Bond Form—The payment bond that CMAR furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be two years after Substantial Completion.

6.02 Insurance—General Provisions

SC-6.02 Delete the second sentence of Paragraph 6.02.B and replace it with the following:

Except any Colorado public entity self-insurance pool, all companies that provide insurance policies required under this Contract must have an A.M. Best Financial Strength Rating of A- or better, and an A.M. Best Financial Size Category of VII or larger.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. CMAR may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Delete Paragraph 6.02.E. in its entirety.

SC-6.02.N. Add the following clause to the end of the paragraph after insured:

“, and to Owner if such notice respects any policy of insurance required to be purchased and maintained by CMAR under this Contract.”

6.03 CMAR's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. Other Additional Insureds—As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds, in addition to Owner, Owner's Advisor, and Engineer.
- E. Workers' Compensation and Employer's Liability—CMAR shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap

employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation, from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions, in the following minimum amounts:

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$ 1,000,000
Each employee	\$ 1,000,000
Policy limit	\$ 1,000,000

- F. Commercial General Liability—Claims Covered—CMAR shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of CMAR, on an occurrence basis, against claims for:
 - 1. damages because of bodily injury, sickness or disease, or death of any person other than CMAR’s employees,
 - 2. damages insured by reasonably available personal injury liability coverage, and
 - 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

- G. Commercial General Liability—Form and Content. CMAR’s commercial liability policy must be written in a 1996, or later, Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. CMAR shall furnish Owner and each other additional insured, as identified in the Supplementary Conditions or elsewhere in the Contract, evidence of continuation of such insurance at final payment and three years thereafter, and to Owner, Owner’s Advisor or Engineer upon request at any time during the three-year period.
 - 2. Blanket contractual liability coverage, including but not limited to coverage of CMAR’s contractual indemnity obligations in Paragraph 7.21.
 - 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 - 4. Underground, explosion, and collapse coverage.

- 5. Personal injury coverage.
 - 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through both ISO Endorsements CG 20 10 04 13 and CG 20 37 04 13. For design professional additional insureds, ISO Endorsement CG 20 32 04 13 “Additional Insured: Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. Commercial General Liability—Excluded Content. The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
- 1. Any modification of the standard ISO definition of “insured contract,” except to delete the railroad protective liability exclusion if CMAR is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property.
 - 2. Any exclusion for water intrusion or water damage.
 - 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 - 4. Any exclusion of coverage relating to earth subsidence or movement.
 - 5. Any exclusion for the CMAR’s vicarious liability, strict liability, or statutory liability, other than worker’s compensation.
 - 6. Any limitation or exclusion based on the nature of CMAR’s work.
 - 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

- J. Automobile Liability—CMAR shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
Property Damage	
Each Accident	\$ 1,000,000
[or]	

Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

- K. Umbrella or Excess Liability—CMAR shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

- L. Coverage limits—The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.
- M. Contractor’s Pollution Liability Insurance—CMAR shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from CMAR’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- N. Contractor’s Professional Liability Insurance—CMAR shall purchase and maintain professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by CMAR or by others for whom CMAR is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor’s Professional Liability	Policy limits of not less than:
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 1,000,000

- O. [Intentionally omitted.]
- P. Unmanned Aerial Vehicle Liability Insurance—If CMAR uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, CMAR shall purchase and maintain UAV liability insurance in the amounts stated; name Owner, Owner’s Advisor, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner

confirming CMAR’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Occurrence	\$ 1,000,000
Privacy Injury Aggregate	\$ 1,000,000

Q. Other Required Insurance

6.04 Builder’s Risk and Other Property Insurance

SC-6.04 Amend Paragraph 6.04.A as follows:

Remove the following language from the paragraph: “Unless otherwise provided in the Supplementary Conditions.”

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. Builder’s Risk Requirements—The builder’s risk insurance must:

1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CMAR.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier.
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.07.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, CMAR, Subcontractors of every tier, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, CMAR, and Subcontractors of every tier, include as insureds the following:
 - a. **Not applicable**
11. include, in addition to the Guaranteed Maximum Price amount, the value of the following equipment and materials to be installed by the CMAR but furnished by the Owner or third parties:
 - a. **Not applicable**
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$[amount].
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
 - a. **Not applicable**
14. The party responsible for purchasing and maintaining the builder's risk insurance is responsible for insurable losses in excess of the coverage limits.

Guidance Notes: Builder's Risk Deductibles—Paragraph 6.04.A of the General Conditions requires builder's risk insurance on a completed value basis, subject to such deductible amounts as are provided by the Supplementary Conditions. SC-6.04.H provides a means of identifying a primary deductible; other specific deductibles may also be added. It is common for builder's risk policies to feature several different

deductibles, typically including primary deductibles and specific deductibles applicable to specific types of loss, such as flood and earth movement.

In some cases, the Owner, as the party directing or specifying the content of the insurance-related Supplementary Conditions, will choose not to specify any deductibles, leaving establishment of the deductible amounts to the discretion of the purchasing party, which is responsible for payment of the deductibles. Even when a deductible is stipulated, it is typically a maximum amount; the purchaser may choose to purchase a policy with a lower deductible.

The builder's risk policies available for projects in coastal and other high-hazard areas may have special deductible provisions for wind and flood damage, hurricanes, earthquakes, and other specific perils. Such deductibles may be determined based on a percentage of the property value at the time of loss, rather than being stated as a specific dollar amount. SC-6.04.H should be revised to reflect coastal or other local conditions that change the approach to deductibles.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- G. Builder's Risk and Other Property Insurance Deductibles—The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
 - 1. The builder's risk policy, or if applicable, the installation floater, will be subject to a deductible amount of no more than \$[specify amount] for direct physical loss in any one occurrence.

Guidance Notes: Installation Floater—An installation floater is insurance carried by a contractor (here, the CMAR), covering only the materials and equipment to be incorporated in the contractor's work. It typically does not insure against losses that occur after installation. In most cases, builder's risk insurance offers broader coverage, covers the Owner, CMAR, and Subcontractors, and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. For example, on a pipeline project it may be adequate from a risk management standpoint to insure against loss or damage to the piping until installation, at which time there is little further risk from standard insurable perils such as fire or windstorm. Because the Owner will typically not be insured, the use of an installation floater also assumes a risk management decision that protecting the CMAR's interest in the materials and equipment is adequate to insure the best interests of the project. See EJCDC® C-001, Commentary on the 2018 EJCDC Construction Documents (2018).

If, after consultation with its risk managers, Owner elects to allow purchase of an installation floater rather than a builder's risk policy, the following SC-6.04.A should be included as a Supplementary Condition; GC-6.04.B, GC-6.04.C, GC-6.04.D, and GC-6.04.E should be retained; SC-6.04.F, Builder's Risk Requirements, should not be included; and SC-6.04.H, Builder's Risk and other Property Insurance Deductibles, should be included. Owner should determine whether soft cost and related coverage is available and warranted, and if so modify the contents of SC-6.04.G, Coverage for Completion Delays, for the installation floater requirement.

SC-6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

- A. Installation Floater

1. CMAR shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (Covered Property). Coverage under the CMAR’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the CMAR, and Covered Property of others that is in CMAR’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk or limited to property for which the CMAR is legally liable.
3. The installation floater coverage will be in an amount adequate to protect CMAR’s interest in the Covered Property. The CMAR will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, CMAR, OA, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

Guidance Notes: Builder’s Risk Waivers of Claims and Subrogation—Paragraph 6.05 of the General Conditions contains a mutual waiver of property loss claims, and waiver of the builder’s risk insurer’s subrogation rights. To the extent these provisions shield the Owner, the CMAR, and the Subcontractors from disputes regarding losses that are covered by insurance, they are generally accepted risk management measures. As published, the provisions also bring the Engineer and Owner’s Advisor—integral and essential members of the Project team—within the scope of their protection. However, the trend in the insurance industry, as of 2023, appears to be shifting against the acceptance of waivers (such as those on Paragraph 6.05) that protect the interests of architects/engineers. The user should consult with a risk manager or insurance professional to determine whether any revision of Paragraph 6.05 is advisable, based on the availability (or lack of availability) of price-competitive builder’s risk policies that allow for comprehensive waivers of subrogation rights.

6.05 Property Losses; Subrogation

SC-6.05 Delete Paragraph 6.05 in its entirety and insert the following in its place:

- A. All policies purchased in accordance with Paragraph 6.04, expressly including the builder’s risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Owner’s Advisor, Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. CMAR waives all rights against Owner and its officers, employees and agents for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner’s Advisor, Engineer, its consultants, all Subcontractors, all individuals or entities

identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CMAR as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. CMAR shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Owner's Advisor, Engineer, CMAR, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

ARTICLE 7—CMAR'S RESPONSIBILITIES

7.03 Delete Paragraph 7.03 in its entirety.

7.04 Delete Paragraph 7.04 in its entirety.

7.05 Delete Paragraph 7.05 in its entirety.

7.06 Labor; Working Hours

SC-7.06 Add the following new subparagraphs immediately after Paragraph 7.06.D:

1. Regular working hours will be i) on Mondays through Fridays, between the hours of 7:00 a.m. and 8:00 p.m. or dusk, whichever is earlier and (ii) on Saturdays, Sundays and holidays, between the hours of 8:00 a.m. and 7:00 p.m. or dusk, whichever is earlier.
2. Owner's legal holidays are New Years Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day.

SC-7.06 Add the following new paragraph immediately after Paragraph 7.06.D:

- E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for OA's or Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.11 Patent Fees and Royalties

Delete Paragraph 7.11.B in its entirety.

7.13 Taxes

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.A:

Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to CMAR for use in the purchase of supplies and materials to be incorporated into the Work.
1. 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CMAR, or to supplies or materials not incorporated into the Work.

7.15 Record Documents

SC-7.15.A Amend paragraph by adding the following after "written interpretations and clarifications,":
Manufacturers' Certifications,

7.21 Indemnification

SC-7.21.A Add the words "or willful or wanton" after the word "negligent."

ARTICLE 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.09 Delete Paragraph 9.09 in its entirety.

ARTICLE 10—STATUS OF OWNER'S ADVISOR AND ENGINEER DURING CONSTRUCTION

No suggested Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CMAR; SET OFFS; COMPLETION; CORRECTION PERIOD

15.02 Progress Payments

SC-15.02.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the CMAR.

SC-15.02.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Owner Advisor’s recommendations will be presented to the Owner for consideration. If the Owner finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.02.E will become due thirty (30) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the CMAR.

SC-15.03.A – Amend paragraph by striking out the following text: “7 days after”.

15.04 Substantial Completion

SC-15.04 Add the following new subparagraph to Paragraph 15.04.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CMAR to Owner. If CMAR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.07 Final Payment

SC-15.07 Modify the first sentence of 15.07.A.1 as follows:

After Owner’s Advisor, in consultation with *Owner and Engineer*, determines that CMAR has

SC-15.09 Correction Period

SC-15.09.B Delete the first clause of Paragraph 15.09.B in its entirety and insert the following in its place:

- I. If within two years after the date of Substantial Completion, Owner gives CMAR written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CMAR’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CMAR shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

....

SC-15.08.H Add Paragraph 15.08.H to read as follows:

- J. H. In Owner’s discretion, a warranty inspection shall be held during the sixty (60) day period prior to the expiration of the two-year warranty period. CMAR shall provide an authorized representative at such inspection to represent CMAR’s interests.

ARTICLE 16—SUSPENSION AND TERMINATION

Sc-16.02.E - Delete paragraph in its entirety and insert the following in its place:

- E. If Owner proceeds as provided in Paragraph 16.02.B, CMAR shall not be entitled to receive any further payment. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds the unpaid balance of the Contract Price, CMAR shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner’s Advisor as to their reasonableness and, when so approved by Owner’s Advisor, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

No suggested Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

SC-18.01 Giving Notice

SC-18.01.A. Amend Paragraph 18.01.A.3 to read as follows:

- 3. upon confirmation of receipt by the intended recipient, by e-mail to the recipient, with the words “Formal Notice” or similar in the e-mail’s subject line.

SC-18.05 No Waiver

SC-180.5B. Add Paragraph 18.05.B to read as follows:

- A. CMAR understands and agrees that any waiver granted by Owner or Owner’s Advisor of any term or provision of the Contract shall not constitute a precedent. Neither the acceptance of the Work Owner or Owner’s Advisor nor the payment of all or part of the sum due CMAR hereunder shall constitute a waiver by Owner of any claim Owner may have against CMAR.

SC-18.11 Venue

SC-11 Add Paragraph 18.11 to read as follows:

- B. Venue for any legal proceeding shall be in the County of Weld, State of Colorado.

SC-18.12 Appropriation.

SC-18.12 Add Paragraph 18.12 to read as follows:

- A. Pursuant to Section 24-91-103.6, C.R.S., as amended, Owner has appropriated the money necessary to fund the Project. No Change Order or other form of directive shall be issued by Owner requiring additional compensable work to be performed, which causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original contract amount, unless Owner provides written assurance to the CMAR that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Contract.
- B. Pursuant to Section 29-1-110, C.R.S., as amended, financial obligations of Owner payable as set forth herein, after the current fiscal year, are contingent upon funds for that purpose being

appropriated, budgeted, and otherwise made available. This Contract shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

SC-18.13 Independent Contractor

SC-18.13 Add Paragraph 18.13 to read as follows:

- A. CMAR understands and agrees that CMAR is an independent contractor and not an employee of Owner. Owner shall not provide benefits of any kind to CMAR. Owner shall not be responsible for withholding any portion of CMAR's compensation for the payment of Federal Insurance Contributions Act (FICA) tax, workers' compensation, or other taxes or benefits. CMAR IS NOT ENTITLED TO UNEMPLOYMENT COMPENSATION COVERAGE FROM OWNER. CMAR 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 Owner, CMAR may engage in any other lawful business activities during the term of this Contract.

SC-18.14 Governmental Immunity

SC-18.14 Add Paragraph 18.14 to read as follows:

- A. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

SC-18.15 Arbitration

SC-18.15 Add Paragraph 18.15 to read as follows:

- A. Notwithstanding any provision in the Contract Documents to the contrary, Owner shall have the sole right to determine whether to submit a dispute or other matters to arbitration. It shall be otherwise presumed that all disputes and matters shall be resolved by a court of competent jurisdiction.

SC-18.16 Colorado Public Works Act

SC-18.16 Add Paragraph 18.16 to read as follows:

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

SC- 18.17 Colorado Labor

SC-18.17 Add Paragraph 18.17 to read as follows:

- A. Pursuant to Title 8, Article 17, C.R.S., CMAR agrees, except as otherwise waived by Owner, to employ Colorado labor to perform the Work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed under the Contract. "Colorado labor" means any person who is a resident of the state of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

SC-18.18 Costs and Attorney Fees

SC-18.18 Add Paragraph 18.18 to read as follows:

- A. In the event of litigation enforcing or interpreting the terms of the Contract, to the extent permitted by law, recognizing that Owner is prohibited by the Johnstown Home Rule Charter, Colorado Constitutional and Colorado law from expending unbudgeted and unappropriated funds, the prevailing party shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

SC-18.19 No Presumption

SC-18.19 Add Paragraph 18.19 to read as follows:

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.



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Amending the Consolidated Town Fee Schedule

ACTION PROPOSED: Consider Resolution 2023-48

ATTACHMENTS:

1. Resolution 2023-48
2. Town of Johnstown Fee Schedule – Exhibit A
3. Water and Sewer Rate and Fee Study Draft Report
4. Water and Sewer Rate Work Session Presentation Slides
5. Water and Sewer Rate Fee Schedule Presentation

PRESENTED BY: Mitzi McCoy, Deputy Town Manager

AGENDA ITEM DESCRIPTION:

The Town Consolidated Fee Schedule in its present form was adopted by the Town Council on March 6, 2023, in Resolution 2023-11.

The fee schedule is a comprehensive schedule that includes not only administrative fees, but also utility rates, permitting fees, business licenses, court surcharges, cemetery fees, etc. The fee schedule was created with the intent of: decreasing future costs for publishing ordinances, decreasing costs associated with revising the municipal code, creating a document that is easy for people to use and access, and creating a document that encourages an annual review of the fees that the Town is charging. Fines and penalties have not been included in this fee schedule due to the subjective nature of the fine structure.

This update to the fee schedule is entirely focused on the Town’s water and sewer utilities and the rates and impact fees charged.

Both the Town’s water and wastewater funds operate as utilities or “enterprise” funds under Colorado law. Enterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent is that the costs of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges. This means that these funds must be self-sufficient and revenues from sales, services and other sources must meet all expenses, both operating and non-operating. It also means that these funds do not and cannot receive funding from taxes; property tax or sales tax for example.

As most people are aware, utilities throughout the State are being confronted with a number of challenges - aging infrastructure that needs to be replaced, ever-increasing operating and capital costs, as well as the costs associated with testing and implementing procedures required to meet new state and federal

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regulations. Currently, the strain on the Town's wastewater system couldn't be more apparent and paramount. We have been compelled by the State, via a consent order, to make critical and essential capital improvements to our wastewater systems and treatment plants that are 20 and 60+ years old as they are not capable of meeting today's state and federal regulations. We have been working diligently on those improvements and today are nearing completion of the Low Point Wastewater Treatment Plant and 2 years from now, we will complete the construction of the new Central Wastewater Treatment Plant. In addition to addressing the critical issues at the wastewater treatment plants and maintenance to existing lines, we are also installing new sewer interceptors to meet future demands. The cost of those new interceptors is being recovered from new development through our regional sewer fee.

When we look at our water utility, we have another set of substantial challenges. Our existing treatment plant was initially constructed in 1966/67 with additional treatment system improvements completed in 1987 and 2005 and has a maximum production capacity of 6.2 million gallons day (mgd). Our peak demand last summer was 7-9 mgd, which means that we are working with a water plant that has not only exceeded its life span but also has a substantial capacity/demand gap during the summer. Currently the Town is mitigating that gap by using water storage tanks and in some cases, interconnects with other water providers. In addition to those concerns, we also recognize that there is very little redundancy and resiliency built into the system, which further impacts our ability to meet the needs of both current and future users. Capital projects which include a new water tower to improve pressure and distribution, a new raw water trunk line to create redundancy and increase capacity, and construction of a new water treatment plant to increase production, manage taste and odor issues, as well as addressing PFAS issues in the future are critical to meeting the water demands and quality expectations of the community.

While the capital needs of both the water and wastewater utilities are obviously critical and easy to focus on, it is important to also acknowledge the increasing costs associated with providing proper maintenance to our infrastructure and meeting operating standards for both utilities. Staff constantly works to maintain efficient and effective operations, but there are elements outside of our control such as the cost of the carbon for the granular activated carbon (GAC) system and the cost of utilities and chemicals necessary to run our plants.

In an effort to address this increasingly complex situation, the Town secured the services of Raftelis Financial Consultants, Inc., an independent third-party consulting firm, to conduct a comprehensive utility rate study to assess the methodologies and structures that form the basis of the Town's water and sewer utilities, to ensure financial sustainability of the Town's enterprise funds, and to ensure that the rates are appropriate for all customer classes. Additionally, the Town requested that the study include a review of the impact fees for both funds to ensure that new development funds their share of system needs to maintain equity between the existing and new customers.

The proposed rate structure adjustments are structured so that current users are paying for their responsible share attributed to treating and conveying both the water and wastewater services. While they do have some material obligation to improve and update the facilities to meet current regulations on both the water and waste water treatment, the bulk of the expansions to the systems are being recovered using tap fees, paid only by new development, because that is the primary driver for major capital expansions of our system.

As such, the study is substantially complete, and recommendations have been made. The recommended changes include the following:

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Sec. 13-53 – Sewer Service Charges.
Proposed changes to this section include a 15% increase in rates for all customer classes for the years 2024 - 2026.

Sec. 13-54 – Sewer Tap Fees.
Proposed changes to this section include an approximate 65% increase for all customer classes, and for all tap sizes.

Sec. 13-73(b) Raw Water Development Fee
Proposed changes include an approximate 8% increase for all taps.

Sec. 13-77 Water Service Charges.
Proposed changes include a 30% increase to the base fee for all meter sizes, for all customer classes for the years 2024 – 2026 and a 5% increase for years 2027 - 2028. The usage charge increase varies in 2024 based on the cost of service study completed by the consultants. The lowest usage tier increases by 16% while the highest usage tiers increases by 55%. The usage charges for years 2025 – 2026 increase by 30% for all usage tiers, and the usage charges for the years 2027 - 2028 increase by 5%.

Sec. 13-78 Bulk Potable Water for Construction
Proposed changes include a 30% increase each year for the years 2024 – 2026.

LEGAL ADVICE:

The Town Attorney drafted the Resolution.

FINANCIAL ADVICE:

NA

RECOMMENDED ACTION: Staff recommends approving Resolution 2023-48 as presented.

SUGGESTED MOTIONS:

For Approval: I move to approve Resolution 2023-48 Amending the Consolidated Town Fee Schedule.

For Denial: I move to deny Resolution 2023-48 Amending the Consolidated Town Fee Schedule.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2023-48**

RESOLUTION AMENDING THE CONSOLIDATED TOWN FEE SCHEDULE

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

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

WHEREAS, the Town Council has authority to establish a schedule of the fees, rates and charges levied and assessed for municipal services in the Town; and

WHEREAS, the Town Council finds that the fees, rates and charges set forth in the Town Fee Schedule, attached hereto and incorporated herein by reference as Exhibit A, are equitable and just; and

WHEREAS, the Town Council desires to amend the Town Fee Schedule.

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

- 1. The Town Council hereby amends the Town Fee Schedule.
- 2. This resolution and attached Exhibit A shall become effective immediately, and may, except as provided below, be amended from time to time by resolution of the Town Council.
- 3. The general fees contained in the Town Fee Schedule that are associated with Section 2-44 of the Johnstown Municipal Code, which are administrative in nature, may be amended from time to time by the Town Manager unless otherwise provided by law.
- 4. The fees, rates and charges set forth in the Town Fee Schedule shall supersede and replace any fees, rates or charges previously set or adopted by the Town Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provisions shall be treated and held as remaining in full force and effect for the purpose of sustaining any judgment, decree, order or lien.
- 5. If any portion of this resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of _____, 2023.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy Mellon, Mayor

Town of Johnstown - Fee Schedule

Item #20.

ARTICLE II Sewer

Sec. 13-53. Sewer service charges

Customer Class - In Town:

- Residential - Base
- Residential - Usage
- Multi Family - Base (per unit)
- Multi Family Usage
- Nonresidential - Base
- Nonresidential Usage*
- RV facility with disposal station(s)(per pad)

*Usage amount calculated by averaging water use during the months of December, January, and February

Sewer Service Charges - Effective January 1st of each year - In Town					
2023	2024	2025	2026	2027	
\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
34.79/unit	36.53/unit	38.36/unit	40.28/unit	42.29/unit	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$34.79	\$36.53	\$38.36	\$40.28	\$42.29	
\$4.00/1000g	\$4.20/1000g	\$4.41/1000g	\$4.63/1000g	\$4.86/1000g	
\$13.91	\$14.61	\$15.34	\$16.11	\$16.91	

Sewer Service Charges - Effective Feb 1st of 2024, Then January 1st 2025 - 2028 - In Town					
2024	2025	2026	2027	2028	
\$40.01	\$46.01	\$52.91	\$52.91	\$52.91	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
40.01/unit	46.01/unit	52.91/unit	52.91/unit	52.91/unit	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$40.01	\$46.01	\$52.91	\$52.91	\$52.91	
\$4.60/1000g	\$5.29/1000g	\$6.08/1000g	\$6.08/1000g	\$6.08/1000g	
\$15.99	\$18.39	\$21.15	\$21.15	\$21.15	

Customer Class - Outside Town:

- Residential - Base
- Residential - Usage
- Multi Family - Base (per unit)
- Multi Family Usage
- Nonresidential - Base
- Nonresidential Usage*
- RV facility with disposal station(s)(per pad)

*Usage amount calculated by averaging water use during the months of December, January, and February

Sewer Service Charges - Effective January 1st of each year - Out of Town					
2023	2024	2025	2026	2027	
\$52.19	\$54.80	\$57.54	\$60.42	\$63.44	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$52.19/unit	\$54.80/unit	\$57.54/unit	\$60.42/unit	\$63.44/unit	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$52.19	\$54.80	\$57.54	\$60.42	\$63.44	
\$6.00/1000g	\$6.31/1000g	\$6.62/1000g	\$6.96/1000g	\$7.30/1000g	
\$20.87	\$21.91	\$23.01	\$24.16	\$25.37	

Sewer Service Charges - Effective Feb 1st of 2024, Then January 1st 2025 - 2028 - Out of Town					
2024	2025	2026	2027	2028	
\$60.01	\$69.01	\$79.36	\$79.36	\$79.36	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$60.01/unit	\$69.01/unit	\$79.36/unit	\$79.36/unit	\$79.36/unit	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$60.01	\$69.01	\$79.36	\$79.36	\$79.36	
\$6.90/1000g	\$7.94/1000g	\$9.12/1000g	\$9.12/1000g	\$9.12/1000g	
\$23.99	\$27.59	\$31.73	\$31.73	\$31.73	

Town of Johnstown - Fee Schedule

Sec. 13-54. Sewer Tap Fees

Sewer tap fees:

Single Family, Duplex, Town Homes (per unit) - In Town

≤ 3/4"
1"
1.5"
2"
3"
4"
6"
8"
10"
Multi Family (per Unit)

Sewer Tap Fees as of January 1st of each year - In Town					
2023	2024	2025	2026	2027	
\$5,667	\$5,837	\$6,012	\$6,192	\$6,378	
\$9,634	\$9,923	\$10,220	\$10,527	\$10,843	
\$18,701	\$19,262	\$19,840	\$20,435	\$21,048	
\$30,034	\$30,925	\$31,863	\$32,819	\$33,804	
\$66,302	\$68,291	\$70,340	\$72,450	\$74,624	
\$119,003	\$122,573	\$126,250	\$130,038	\$133,939	
\$245,373	\$252,734	\$260,316	\$268,125	\$276,169	
\$528,713	\$544,575	\$560,912	\$577,739	\$595,072	
\$793,353	\$817,154	\$841,669	\$866,919	\$892,926	
\$2,833	\$2,918	\$3,006	\$3,096	\$3,189	

Sewer Tap Fees as of January 1st - In Town
2024
\$9,313
\$15,832
\$30,733
\$49,357
\$108,959
\$195,566
\$403,240
\$868,873
\$1,303,776
\$4,656

Single Family, Duplex, Town Homes (per unit) - Out of Town Rates

≤ 3/4"
1"
1.5"
2"
3"
4"
6"
8"
10"
Multi Family (per Unit)

Sewer Tap Fees as of January 1st of each year - Out of Town					
2023	2024	2025	2026	2027	
\$8,500	\$8,755	\$9,018	\$9,288	\$9,567	
\$14,450	\$14,884	\$15,330	\$15,790	\$16,264	
\$28,051	\$28,893	\$29,759	\$30,652	\$31,572	
\$45,051	\$46,403	\$47,795	\$49,229	\$50,705	
\$99,453	\$102,437	\$105,510	\$108,675	\$111,935	
\$178,505	\$183,860	\$189,376	\$195,057	\$200,909	
\$368,059	\$379,101	\$390,474	\$402,188	\$414,254	
\$793,070	\$816,862	\$841,368	\$866,609	\$892,607	
\$1,190,030	\$1,225,731	\$1,262,503	\$1,300,378	\$1,339,389	
\$4,250	\$4,378	\$4,509	\$4,644	\$4,784	

Sewer Tap Fees as of January 1st - Out of Town
2024
\$13,970
\$23,748
\$46,100
\$74,036
\$163,439
\$293,349
\$604,860
\$1,303,310
\$1,955,664
\$6,984

Town of Johnstown - Fee Schedule

Sec. 13-73(b). Raw Water Development Fee

Raw Water Development Fee:
Water Meter Size - In Town Rates

- ≤ 3/4"
- 1"
- 1.5"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"

Raw Water Development Fees as of January 1st of each year - In Town						Raw Water Development Fees effective January 1st - In Town
2023	2024	2025	2026	2027		2024
\$5,841	\$6,016	\$6,196	\$6,382	\$6,574		\$6,291
\$9,929	\$10,227	\$10,534	\$10,850	\$11,175		\$10,693
\$19,274	\$19,852	\$20,448	\$21,061	\$21,693		\$20,758
\$30,955	\$31,884	\$32,841	\$33,826	\$34,841		\$33,338
\$68,335	\$70,386	\$72,497	\$74,672	\$76,912		\$73,596
\$122,653	\$126,323	\$130,123	\$134,027	\$138,047		\$132,095
\$252,900	\$260,487	\$268,301	\$276,350	\$284,641		\$272,369
\$544,932	\$561,279	\$578,118	\$595,461	\$613,325		\$586,882
\$817,689	\$842,220	\$867,487	\$893,511	\$920,317		\$880,636

Out of Town Rates:

- ≤ 3/4"
- 1"
- 1.5"
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"

Raw Water Development Fees as of January 1st of each year - Out of Town						Raw Water Development Fees effective January 1st - Out of Town
2023	2024	2025	2026	2027		2024
\$8,761	\$9,024	\$9,294	\$9,573	\$9,861		\$9,437
\$14,894	\$15,340	\$15,801	\$16,275	\$16,763		\$16,040
\$28,911	\$29,778	\$30,672	\$31,592	\$32,540		\$31,137
\$46,433	\$47,826	\$49,261	\$50,739	\$52,261		\$50,007
\$102,503	\$105,578	\$108,746	\$112,008	\$115,368		\$110,394
\$183,980	\$189,499	\$195,184	\$201,040	\$207,071		\$198,143
\$379,349	\$390,730	\$402,452	\$414,525	\$426,961		\$408,554
\$817,397	\$841,919	\$867,177	\$893,192	\$919,988		\$880,323
\$1,226,534	\$1,263,330	\$1,301,230	\$1,340,267	\$1,380,475		\$1,320,954

Town of Johnstown - Fee Schedule

Item #20. ^A

Sec. 13-77. Water service charges

Water Usage Rates:

Residential - Single Family Equivalent - In Town:

- Base
- Volume charge is per thousand gallons:
 - Volume charge - 0 - 5,000 gallons
 - Volume charge - 5,001 - 10,000 gallons
 - Volume charge - 10,001 - 15,000 gallons
 - Volume charge - 15,001 - 20,000 gallons
 - Volume charge - 20,001 - 25,000 gallons
 - Volume charge - >25,000 gallons

Residential - Single Family Equivalent - Outside Town:

- Base
- Volume charge is per thousand gallons:
 - Volume charge - 0 - 5,000 gallons
 - Volume charge - 5,001 - 10,000 gallons
 - Volume charge - 10,001 - 15,000 gallons
 - Volume charge - 15,001 - 20,000 gallons
 - Volume charge - 20,001 - 25,000 gallons
 - Volume charge - >25,000 gallons

Residential - Multi-Family - In Town:

- Base (per dwelling unit)
- Volume charge is per thousand gallons:
 - Volume charge - 0 - 100,000 gallons
 - Volume charge - 100,001 ≤

Residential - Multi-Family - Out of Town:

- Base (per dwelling unit)
- Volume charge is per thousand gallons:
 - Volume charge - 0 - 100,000 gallons
 - Volume charge - 100,001 ≤

<u>Water Base and Usage Rates as of January 1st of each year</u>					
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Base	22.84	23.53	24.23	24.96	25.71
Volume charge is per thousand gallons:					
Volume charge - 0 - 5,000 gallons	3.18	3.28	3.38	3.48	3.58
Volume charge - 5,001 - 10,000 gallons	3.66	3.77	3.88	4.00	4.12
Volume charge - 10,001 - 15,000 gallons	4.21	4.34	4.47	4.60	4.74
Volume charge - 15,001 - 20,000 gallons	4.84	4.99	5.14	5.29	5.45
Volume charge - 20,001 - 25,000 gallons	5.57	5.73	5.91	6.08	6.27
Volume charge - >25,000 gallons	6.40	6.59	6.79	7.00	7.20
Base	34.26	35.29	36.35	37.44	38.56
Volume charge is per thousand gallons:					
Volume charge - 0 - 5,000 gallons	4.77	4.92	5.06	5.22	5.37
Volume charge - 5,001 - 10,000 gallons	5.49	5.65	5.82	6.00	6.18
Volume charge - 10,001 - 15,000 gallons	6.31	6.50	6.70	6.90	7.11
Volume charge - 15,001 - 20,000 gallons	7.26	7.48	7.70	7.93	8.17
Volume charge - 20,001 - 25,000 gallons	8.35	8.60	8.86	9.12	9.40
Volume charge - >25,000 gallons	9.60	9.89	10.19	10.49	10.81
<u>Water Base and Usage Rates as of January 1st of each year</u>					
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Base (per dwelling unit)	11.42	11.76	12.12	12.48	12.85
Volume charge is per thousand gallons:					
Volume charge - 0 - 100,000 gallons	3.18	3.28	3.38	3.48	3.58
Volume charge - 100,001 ≤	4.84	4.98	5.13	5.29	5.44
Base (per dwelling unit)	17.13	17.64	18.17	18.72	19.28
Volume charge is per thousand gallons:					
Volume charge - 0 - 100,000 gallons	4.77	4.92	5.06	5.22	5.37
Volume charge - 100,001 ≤	7.26	7.47	7.70	7.93	8.17

<u>Water Base and Usage Rates as of February 1st 2024 and January 1st of 2025 - 2028</u>					
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Base	29.69	38.60	50.18	52.68	55.32
Volume charge is per thousand gallons:					
Volume charge - 0 - 5,000 gallons	3.69	4.80	6.24	6.55	6.88
Volume charge - 5,001 - 10,000 gallons	4.24	5.51	7.17	7.52	7.90
Volume charge - 10,001 - 15,000 gallons	5.09	6.62	8.60	9.03	9.48
Volume charge - 15,001 - 20,000 gallons	6.37	8.28	10.77	11.30	11.87
Volume charge - 20,001 - 25,000 gallons	7.96	10.35	13.45	14.13	14.83
Volume charge - >25,000 gallons	9.95	12.94	16.82	17.66	18.54
Base	44.54	57.90	75.26	79.03	82.98
Volume charge is per thousand gallons:					
Volume charge - 0 - 5,000 gallons	5.54	7.20	9.35	9.82	10.31
Volume charge - 5,001 - 10,000 gallons	6.36	8.27	10.75	11.29	11.85
Volume charge - 10,001 - 15,000 gallons	7.64	9.93	12.90	13.55	14.23
Volume charge - 15,001 - 20,000 gallons	9.56	12.42	16.15	16.96	17.80
Volume charge - 20,001 - 25,000 gallons	11.94	15.52	20.18	21.19	22.25
Volume charge - >25,000 gallons	14.93	19.40	25.22	26.48	27.81
<u>Water Base and Usage Rates as of February 1st 2024 and January 1st of 2025 - 2028</u>					
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Base (per dwelling unit)	14.84	19.29	25.08	26.33	27.65
Volume charge is per thousand gallons:					
Volume charge - 0 - 100,000 gallons	4.13	5.37	6.98	7.33	7.70
Volume charge - 100,001 ≤	6.29	8.18	10.63	11.16	11.72
Base (per dwelling unit)	22.26	28.94	37.62	39.50	41.48
Volume charge is per thousand gallons:					
Volume charge - 0 - 100,000 gallons	6.20	8.05	10.47	10.99	11.54
Volume charge - 100,001 ≤	9.44	12.27	15.95	16.74	17.58

Town of Johnstown - Fee Schedule

Item #20.

Sec. 13-77. Water service charges

Nonresidential/Commercial/Industrial - In Town:

By meter size:

- Commercial - 5/8"
- Commercial - 1"
- Commercial - 1.5"
- Commercial - 2"
- Commercial - 3"
- Commercial - 4"
- Commercial - 6"
- Commercial - 8"
- Commercial - 10"

Water Base and Usage Rates as of January 1st of each year					
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Commercial - 5/8"	22.84	23.53	24.23	24.96	25.71
Commercial - 1"	38.83	39.99	41.19	42.43	43.70
Commercial - 1.5"	75.39	77.65	79.98	82.38	84.85
Commercial - 2"	121.07	124.70	128.44	132.30	136.27
Commercial - 3"	267.26	275.28	283.54	292.04	300.81
Commercial - 4"	479.71	494.10	508.92	524.19	539.91
Commercial - 6"	989.02	1,018.69	1,049.25	1,080.73	1,113.15
Commercial - 8"	2,131.08	2,195.01	2,260.86	2,328.69	2,398.55
Commercial - 10"	3,197.76	3,293.70	3,392.51	3,494.28	3,599.11
Commercial - 5/8" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 1" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 1.5" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 2" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 3" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 4" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 6" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 8" (Per 1,000 gallons)	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g
Commercial - 10"	4.10/1000g	4.22/1000g	4.34/1000g	4.47/1000g	4.60/1000g

Water Base and Usage Rates as of February 1st 2024 and January 1st 2025 - 2028					
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Commercial - 5/8"	29.69	38.60	50.18	52.68	55.32
Commercial - 1"	50.48	65.62	85.31	89.58	94.06
Commercial - 1.5"	98.01	127.41	165.64	173.92	182.61
Commercial - 2"	157.39	204.61	265.99	279.29	293.25
Commercial - 3"	347.44	451.67	587.17	616.53	647.36
Commercial - 4"	623.62	810.71	1,053.92	1106.61	1,161.94
Commercial - 6"	1,285.73	1,671.45	2,172.88	2281.53	2,395.60
Commercial - 8"	2,770.41	3,601.53	4,681.99	4916.09	5,161.89
Commercial - 10"	4,157.09	5,404.22	7,025.49	7376.76	7,745.60
Commercial - 5/8" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 1" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 1.5" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 2" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 3" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 4" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 6" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 8" (Per 1,000 gallons)	6.57	8.54	11.10	11.66	12.24
Commercial - 10"	6.57	8.54	11.10	11.66	12.24

Nonresidential/Commercial/Industrial - Out of Town:

By meter size:

- Commercial - 5/8"
- Commercial - 1"
- Commercial - 1.5"
- Commercial - 2"
- Commercial - 3"
- Commercial - 4"
- Commercial - 6"
- Commercial - 8"
- Commercial - 10"

Water Base and Usage Rates as of January 1st of each year					
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Commercial - 5/8"	\$34.26	\$35.29	\$36.35	\$37.44	\$38.56
Commercial - 1"	\$58.24	\$59.99	\$61.79	\$63.64	\$65.55
Commercial - 1.5"	\$113.08	\$116.47	\$119.97	\$123.57	\$127.27
Commercial - 2"	\$181.60	\$187.05	\$192.66	\$198.44	\$204.40
Commercial - 3"	\$400.89	\$412.92	\$425.31	\$438.07	\$451.21
Commercial - 4"	\$719.56	\$741.15	\$763.38	\$786.28	\$809.87
Commercial - 6"	\$1,483.53	\$1,528.04	\$1,573.88	\$1,621.10	\$1,669.73
Commercial - 8"	\$3,196.62	\$3,292.52	\$3,391.30	\$3,493.04	\$3,597.83
Commercial - 10"	\$4,796.65	\$4,940.55	\$5,088.76	\$5,241.43	\$5,398.67
Commercial - 5/8" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 1" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 1.5" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 2" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 3" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 4" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 6" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 8" (Per 1,000 gallons)	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g
Commercial - 10"	6.14/1000g	6.32/1000g	6.51/1000g	6.71/1000g	6.91/1000g

Water Base and Usage Rates as of February 1st 2024 and January 1st 2025 - 2028					
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Commercial - 5/8"	\$44.54	\$57.90	\$75.26	\$79.03	\$82.98
Commercial - 1"	\$75.72	\$98.44	\$127.97	\$134.37	\$141.08
Commercial - 1.5"	\$147.02	\$191.12	\$248.46	\$260.88	\$273.92
Commercial - 2"	\$236.09	\$306.91	\$398.98	\$418.93	\$439.88
Commercial - 3"	\$521.16	\$677.51	\$880.76	\$924.80	\$971.04
Commercial - 4"	\$935.43	\$1,216.06	\$1,580.88	\$1,659.92	\$1,742.92
Commercial - 6"	\$1,928.60	\$2,507.17	\$3,259.33	\$3,422.29	\$3,593.41
Commercial - 8"	\$4,155.61	\$5,402.29	\$7,022.98	\$7,374.13	\$7,742.84
Commercial - 10"	\$6,235.64	\$8,106.33	\$10,538.23	\$11,065.15	\$11,618.40
Commercial - 5/8" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 1" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 1.5" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 2" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 3" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 4" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 6" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 8" (Per 1,000 gallons)	9.86	12.81	16.65	17.48	18.36
Commercial - 10"	9.86	12.81	16.65	17.48	18.36

Town of Johnstown - Fee Schedule

Item #20. ^A

Sec. 13-77. Water service charges

Raw water use - per 1000 gallons

<u>Raw Water Usage Rates as of January 1st of each year</u>				
<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
\$1.86	\$1.91	\$1.97	\$2.03	\$2.09

<u>Raw Water Usage Rates as of January 1st of each year</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$2.42	\$3.15	\$4.09	\$4.29	\$4.51

Sec. 13-78. Bulk potable water for construction

Bulk water - per thousand gallons

<u>Bulk Water Usage Rates as of January 1st of each year</u>				
<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
\$11.67	\$12.02	\$12.38	\$12.75	\$13.13

<u>Bulk Water Usage Rates as of January 1st of each year</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$15.17	\$19.72	\$25.64	\$26.92	\$28.27

Town of **Johnstown**

Water and Sewer Rate and Fee Study

Draft Report / November 1, 2023

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November 1, 2023

Ms. Mitzi McCoy
Deputy Town Manager
Town of Johnstown
450 S Parish Ave
Johnstown, CO 80534

Subject: Water and Sewer Rate and Fee Study

Dear Ms. McCoy,

Raftelis is pleased to provide this water and sewer rate and fee report prepared for the Town of Johnstown (Town). The primary purpose of this study was to ensure the financial sustainability of the water and sewer utilities and ensure that rates and fees recovered costs proportionately across all customer classes. This study includes the following for water and sewer utilities.

- 10-year financial plan cash analysis to determine the level of revenues to meet annual expenditures
- Cost of service analysis to allocate costs proportionately to customer classes
- Design rates based on the preferred alternatives
- Review and update the water and sewer tap fees to capture cost to reserve capacity in the system for new development.

It has been a pleasure working with you, and we thank you and the Town staff for the support provided during this study.

Sincerely,

A handwritten signature in black ink that reads 'Todd Cristiano'.

Todd Cristiano
Senior Manager

Table of Contents

- 1. EXECUTIVE SUMMARY 1**
 - Introduction..... 1
 - Assumptions..... 1
 - Findings and Conclusions 2
 - Water Utility..... 2
 - Sewer Utility..... 3
 - Typical Monthly Bill Comparison..... 4
 - Water and Sewer Tap Fees..... 4
 - Reliance on Town Provided Data 6
- 2. WATER UTILITY..... 7**
 - Financial Plan 7
 - Introduction 7
 - Capital Expansion Fund..... 7
 - Operating Fund..... 7
 - Cost of Service 9
 - Rate Design..... 10
- 3. SEWER UTILITY..... 12**
 - Sewer Utility Financial Forecast 12
 - Capital Expansion Fund..... 12
 - Operating Fund..... 12
 - Rate Design..... 13
- 4. TAP FEES..... 14**
 - Overview of the Tap Fee Calculation Process..... 14
 - Water Tap Fees 15
 - Raw Water Development Fees..... 15
 - Sewer Tap Fees..... 16

List of Tables

- Table 1: Comparison of 2023 Existing and 2024 Proposed Water Base Rates 3
- Table 2: Comparison of 2023 Existing and 2024 Proposed Water Volume Rates 3
- Table 3: Comparison Between Existing Rates and Proposed 2024 Sewer Rates 4
- Table 4: Existing and Proposed Water Tap Fee 5
- Table 5: Existing and Proposed Raw Water Resource Fee 5
- Table 6: Existing and Proposed Sewer Tap Fee 6
- Table 7: Water Operating Fund Cash Flow Summary 8
- Table 8: Comparison of Test Year 2024 Water Cost of Service to Revenue Under Existing Rates 10
- Table 9: Test Year 2024 Water Rates Under Each Customer Class to Existing Rates 11
- Table 10: Sewer Operating Fund Cash Flow Summary 13
- Table 11: Comparison of Test Year 2024 Sewer Rates to Existing Rates 13
- Table 12: Industry Standard Tap Fees Methodologies 14
- Table 13: Comparison of Existing and Calculated Water Tap Fees 15
- Table 14: Development of Raw Water Resource Fee 16
- Table 15: Comparison of Existing and Calculated Raw Water Development Fees 16
- Table 16: Development of Sewer Tap Fee 17

Table 17: Comparison of Existing and Calculated Sewer Tap Fees 17

List of Figures

Figure 1: Typical Bill Comparison 4
Figure 2: Water Cost of Service Process..... 10

List of Appendices

Appendix A: Water Utility Financial Plan, Cost of Service, and Rate Design Analysis
Appendix B: Sewer Utility Financial Plan Analysis

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1. Executive Summary

Introduction

The Town of Johnstown (Town) provides service to approximately 5,600 water and sewer customers. The Town is financially self-sufficient, funding for capital and operating requirements derived primarily from rate revenues and tap fees. The Town authorized this study to ensure that an adequate level of income from water and sewer rates is maintained to finance daily operations, tap fees are sufficient to fund growth-related capital, and rates that are fair and aligned with the Town's goals and community values. This study included the development of:

- Separate water and sewer financial plans for the 10-year study period, 2023 through 2032.
- A water cost of service analysis to determine the cost to provide service to each customer class.
- A review and update of water and sewer tap fees

Raftelis used industry standard methodologies supported by the American Water Works Association (AWWA) *Principles of Water Rates, Fees, and Charges* M1 manual and the *Water Environment Federation Manual of Practice 27* (MOP27) for this rate study.

Appendix A contains the tables which detail the financial plan, cost of service, and rate design analysis for the water utility and Appendix B contains the detailed financial plan plans for the sewer utility.

Assumptions

This study is based on numerous assumptions. Changes in these assumptions could materially affect the study findings. Raftelis incorporated the following key assumptions into the study:

- The test year, or the year new rates will be in effect, 2024.
- The study period forecast is for 2023 through 2032¹
- The Town provided growth projections for the 2023 through 2027 period based on the anticipated number of new single-family equivalents (SFEs). Tap fee revenue 2028 through 2032 was kept consistent with 2027 projected tap fee revenue to be conservative.
 - 2023: 248
 - 2024: 337
 - 2025: 302
 - 2026: 284
 - 2027: 274
- Usage per account will be constant based on historical data. Residential water usage per account is approximately 9,000 gallons per month, and sewer volume is about 4,000 gallons per month. Residential customers represent a majority of the utilities' customers.
- Costs will change as follows:
 - Capital costs will experience an annual increase of 4.5% due to inflation.
 - The expected inflation rates for operation and maintenance (O&M) expenses are:

¹ The cash flow tables include 2023 as the base year, or the year in which the model was developed, and is based on a combination of budgetary information and estimated values. The study forecast is for 2024 through 2032.

- Personnel services (2024; 2025 – 2032): 6.0%; 4.0%
- Employee Related Expenditures (2024; 2025 – 2032): 6.0%; 4.0%
- Professional Services (2024 – 2032): 4.0%
- Staff Development (2024 – 2032): 3.0%
- Maintenance and Operations (2024 – 2032): 6.0%
- Depreciation (2024 – 2032): 3.0%
- Proposed minimum reserve levels are as follows:
 - Operating fund: 90 days annual O&M
 - Capital reserve: equal to 1-year depreciation expense.
- Debt service
 - Coverage requirement is 1.2 x debt service based on the revenue bond issuance requirements.
 - Bond terms: 4.50% interest rate, 20-year term, July 1 issue date, 1-year repayment delay
 - Interfund loan terms: 0.05% interest rate, 20-year term, Jan 1 issue date, 7-year repayment delay

Findings and Conclusions

WATER UTILITY

Financial Plan

Revenue from rates should be sufficient to cover operating expenses, repair and replacement capital, debt service, and supplement growth-related capital when necessary. Equal annual revenue adjustments of 30% in 2024 through 2026 and 5% in 2027 through 2032 are needed to meet these requirements.

Cost of Service

The cost of service analysis determines the cost of providing water service to each customer class and provides guidance for design of the proposed rates. Raftelis completed a comprehensive cost of service analysis for 2024 using standard methods supported by the American Water Works Association (AWWA) in its M1 manual, *Principles of Water Rates, Fees, and Charges*. Appendix A includes tables showing the development of water cost of service for 2024.

Rate Design

In the development of schedules of water rates, a basic consideration is to establish equitable charges to customers commensurate with the cost of providing service. Raftelis developed rates for 2024 under the existing structure for each customer class based on the customer class cost developed in the cost of service analysis. Raftelis increased the price ratios for the residential volumetric rate blocks 4 and 5 to further encourage the wise use of water, maintain a lower rate for block 1 for essential water use, all while maintaining revenue stability.

Table 1: Comparison of 2023 Existing and 2024 Proposed Water Base Rates

Water Tap Size (Inches)	Existing Base Rate \$ per Bill	Proposed Base Rate \$ per Bill
Residential, \$ per Bill	\$22.84	\$29.69
Multifamily, \$ per Unit per Bill	\$11.42	\$14.85
Commercial		
5/8 inch	\$22.84	\$29.69
3/4 inch	\$22.84	\$29.69
1 inch	\$38.83	\$50.48
1.5 inch	\$75.39	\$98.01
2 inch	\$121.07	\$157.39
3 inch	\$267.26	\$347.44
4 inch	\$479.71	\$623.62
6 inch	\$989.02	\$1,285.73

Table 2: Comparison of 2023 Existing and 2024 Proposed Water Volume Rates

Threshold (gallons)	Existing Rate, \$ per Kgal	Proposed Rate, \$ per Kgal
Residential		
0 - 5,000	\$3.18	\$3.69
5,000 - 10,000	\$3.66	\$4.24
10,000 - 15,000	\$4.21	\$5.09
15,000 - 20,000	\$4.84	\$6.37
20,000 - 25,000	\$5.57	\$7.96
> 25,000	\$6.40	\$9.95
Multifamily		
100,000	\$3.18	\$4.13
>100,000	\$4.84	\$6.29
Commercial	\$4.10	\$6.57

SEWER UTILITY

Financial Plan

Revenue from rates should be sufficient to cover operating expenses, repair and replacement capital, debt service, and supplement growth-related capital when necessary. It is recommended to make equal annual revenue adjustments of 15% to service revenue in the years 2024 through 2027.

Rate Design

In the development of schedules of sewer rates, a basic consideration is to establish equitable charges to customers commensurate with the cost of providing service. Raftelis developed rates for 2024 under the existing structure. Table 3 compares the existing and proposed rates.

Table 3: Comparison Between Existing Rates and Proposed 2024 Sewer Rates

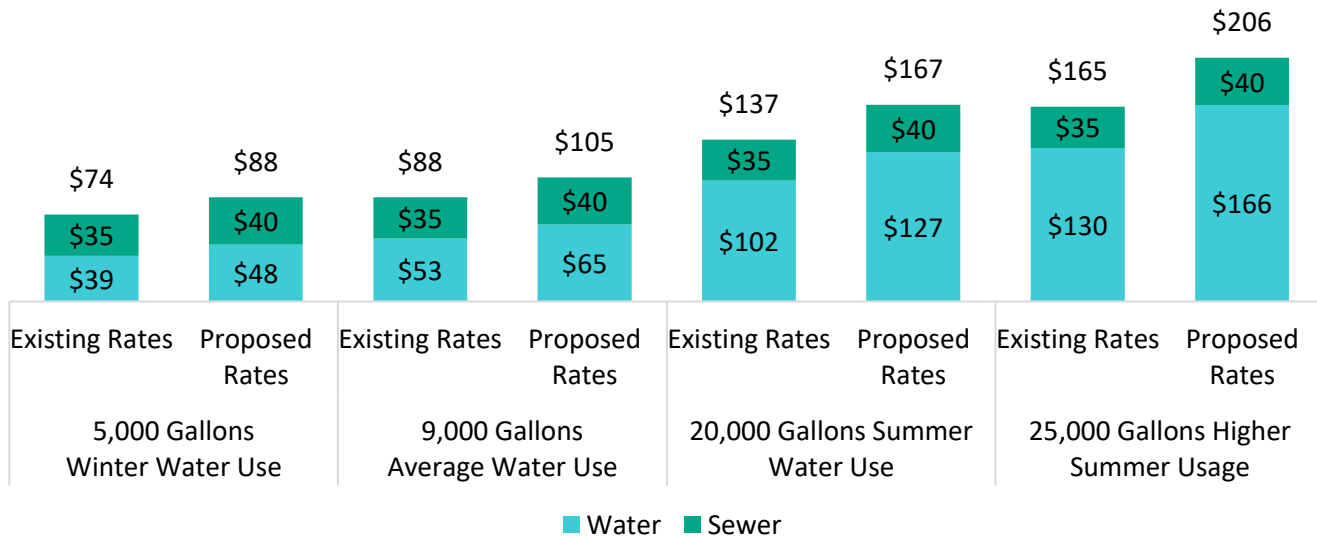
Customer Class	Existing Rate	Proposed Rate
Commercial		
Base Rate, \$ per Bill	\$34.79	\$40.01
Volume Rate, \$ per 1,000 gallons*	\$4.00	\$4.60
Residential		
Base Rate, \$ per Bill	\$34.79	\$40.01
Multifamily		
Base Rate, \$ per Unit per Bill	\$34.79	\$40.01

*Based on winter water use (Dec - Feb)

TYPICAL MONTHLY BILL COMPARISON

Figure 1 compares typical monthly bills under existing and 2024 proposed water and sewer rates at various levels of consumption.

Figure 1: Typical Bill Comparison



WATER AND SEWER TAP FEES

Raftelis evaluated the Town’s water tap fees, water resource fees, and sewer tap fees. Our evaluation indicated that the water tap fees are at sufficient levels and adequately recover the cost to serve new development. The water resource and sewer tap fees require increases to ensure the adequate recovery of the cost of capacity for new development. Table 4 through 6 compares the existing and proposed tap fees for a ¾” meter. Tap fees for larger meter sizes are shown by tap size.

Table 4: Existing and Proposed Water Tap Fee

Tap Size (inches)	Existing		Proposed		\$ - Change
	Johnstown Equiv. Ratio	Current Tap Fee	Tap Fee		
≤ 3/4"	1.0	\$6,909	\$6,909		\$0
1"	1.7	\$11,745	\$11,745		\$0
1-1/2"	3.3	\$22,798	\$22,798		\$0
2"	5.3	\$36,615	\$36,615		\$0
3"	11.7	\$80,830	\$80,830		\$0
4"	21.0	\$145,080	\$145,080		\$0
6"	43.3	\$299,141	\$299,141		\$0
8"	93.3	\$644,570	\$644,570		\$0
10"	140.0	\$967,200	\$967,200		\$0

Table 5: Existing and Proposed Raw Water Resource Fee

Tap Size (inches)	Existing		Proposed		\$ - Change
	Johnstown Equiv. Ratio	Current Fee	Proposed Fee		
≤ 3/4"	1.0	\$5,841	\$6,291		\$450
1"	1.7	\$9,929	\$10,693		\$764
1-1/2"	3.3	\$19,274	\$20,758		\$1,484
2"	5.3	\$30,955	\$33,338		\$2,383
3"	11.7	\$68,335	\$73,596		\$5,261
4"	21.0	\$122,653	\$132,095		\$9,442
6"	43.3	\$252,900	\$272,369		\$19,469
8"	93.3	\$544,932	\$586,882		\$41,950
10"	140.0	\$817,689	\$880,636		\$62,947

Table 6: Existing and Proposed Sewer Tap Fee

Line No.	Tap Fees (inches)	Existing		Proposed Tap Fee	\$ - Change
		Johnstown Equiv. Ratio	Current Tap Fee		
1	≤ 3/4"	1.0	\$5,667	\$9,313	\$3,646
2	1"	1.7	\$9,634	\$15,832	\$6,198
3	1 1/2"	3.3	\$18,701	\$30,733	\$12,032
4	2"	5.3	\$30,034	\$49,357	\$19,323
5	3"	11.7	\$66,302	\$108,959	\$42,657
6	4"	21.0	\$119,003	\$195,566	\$76,563
7	6"	43.3	\$245,373	\$403,240	\$157,867
8	8"	93.3	\$528,713	\$868,873	\$340,160
9	10"	140.0	\$793,353	\$1,303,776	\$510,423
10	Multi-Unit (Per Unit)	0.5	\$2,833	\$4,656	\$1,823

RELIANCE ON TOWN PROVIDED DATA

During this project, the Town (and/or its representatives) provided Raftelis with a variety of technical information, including cost and revenue data. Raftelis did not independently assess or test for the accuracy of such data – historic or projected. Raftelis has relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Raftelis also relied on cost allocation data provided by the Town needed to complete the cost-of-service analysis.

There are often differences between actual and projected data. Some of the assumptions used for projections in this report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the data or results projected in this report and actual results achieved, and those differences may be material. As a result, Raftelis takes no responsibility for the accuracy of data or projections provided by or prepared on behalf of the Department, nor do we have any responsibility for updating this report for events occurring after the date of this report.

The results presented herein are drafted and under consideration by the Town. Drawing conclusions from information in this report is premature and may lead to erroneous assessments as the document may be subject to revisions and refinement.

2. Water Utility

Financial Plan

INTRODUCTION

The Town has one combined fund for the water utility. For the purposes of this study, Raftelis has created two sub-funds to track capital and operating-related activities separately.

- **Capital Expansion sub-fund.** Tracks activities associated with funding growth-related capital and regulatory projects. Sources include tap fees, loan proceeds, and transfers from the general fund, and operating fund to meet cash flow deficiencies. Uses of funds consist primarily of growth-related capital projects.
- **Operating sub-fund.** Tracks activities associated with daily operations of the utility. Sources include rate revenues, other operating revenues from miscellaneous fees, and other non-rate revenue. Uses include annual O&M expenses, payments on existing and proposed debt service from loans identified in the capital subfund.

Tables for the water utility financial plan, cost of service, and rate analysis can be found in Appendix A.

CAPITAL EXPANSION FUND

Beginning Balance

The cash balance includes required reserves and unrestricted carryover monies from previous years. The fund balance is projected to be \$13.9 million at the beginning of 2024.

Sources of Revenue

Revenue from tap fees, carry-over reserves, projected loans, an interfund loan from the general fund, and as-needed transfers from the operating fund provide sufficient funding for the growth-related capital improvement program and payments on proposed debt service. Tap fee revenue averages \$4.0 million annually and totals \$40.0 million through study period. Tap fee revenue is based on the growth projection shown in *Assumptions* section. Loans of \$82.0 million in 2024 and \$80.0 million in 2031 are proposed to fund the water treatment plant expansion and raw water transmission line projects and another phase of the treatment plant project, respectively. The Town is anticipating a one-time interfund loan of \$40.0 million from the General Fund in 2024 to assist in funding the new water treatment plant.

Uses of Revenue

Growth-related capital and debt service payments are paid through the capital fund. The 10-year growth-related capital improvement program totals \$235.5 million. Major projects include the water treatment plant expansion, this includes expanding plant capacity from 5.9 MGD to 21.0 MGD, totals \$161.5 million over the study period, the raw water transmission line which totals \$49.2 million. General fund debt service payments begin in 2031 and average \$2.0 million annually. Debt service on the other state loans begins in 2024 at \$7.0 million and increases to \$13.1 million in 2031.

OPERATING FUND

Beginning Balance

The cash balance includes required reserves and unrestricted carryover monies from previous years. The fund balance is projected to be \$2.2 million at the beginning of 2024.

Revenues

Operating revenues primarily consist of rate revenue, with a small portion coming from miscellaneous sources. Revenue from existing rates is projected to increase from \$5.1 million in 2023 to \$8.9 million in 2032 based on the growth in customer accounts.

Revenue Requirements

Expenditures include O&M which consist of costs to collect, treat, and distribute water to customers. O&M is projected to increase from \$5.0 million in 2023 to \$10.4 million in 2032, the largest expense being for chemicals, which is projected to increase from \$1.1 million in 2024 to \$2.0 million in 2032. Salaries and wages are projected to increase from \$907,248 in 2024 to \$2.0 million in 2032. Capital repair and replacement projects are necessary for maintaining the current level of service in the system and are not associated with meeting growth-related requirements. Capital R&R costs an average of \$3.9 million annually. Transfers to the capital expansion fund are needed to meet cashflow deficiencies in 2025 through 2032 which total \$39.5 million. It is anticipated that as future additional tap revenue will be used to 'repay' the operating fund for these transfers.

Reserves

The Town does not have a formal reserve policy, but the reserve policy established in the study agreed upon by Town staff requires a minimum fund balance of \$2.0 million or the sum of ninety-days O&M and 1-year of depreciation expense, whichever is greater. This reserve tracks and adjusts based on changes in O&M and annual depreciation on capital assets. The primary goal of the operating reserve is to absorb cash flow fluctuations due to the variability in monthly expenditures and the inflow of revenues.

Combined, these reserves strengthen the utility's financial health and ability to weather unexpected operating costs or capital interruptions. Maintaining adequate funds also prevents the utility from reactively having to adjust rates in response to unforeseen events.

Indicated Revenue Adjustments

Projected water sales revenue under existing rates is insufficient to meet annual O&M, payments on existing debt service, capital repair and replacement costs, and proposed target operating reserves. Equal annual adjustments of 30% from service revenue are needed for 2024 to 2026, followed by adjustments of 5% for 2027 to 2032. Appendix A contains the detailed financial plan cash flow analysis tables. Table 7 below summarizes the operating fund results.

Table 7: Water Operating Fund Cash Flow Summary

Description	Budget		Projected							
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Beginning Fund Balance	\$2,360,000	\$2,200,233	\$1,256,265	\$3,363,476	\$4,159,518	\$5,191,968	\$8,618,966	\$10,740,898	\$14,104,039	\$13,303,434
Sources of Funds	6,091,883	7,480,291	10,160,694	13,876,401	15,453,660	17,231,503	19,225,060	21,454,243	23,933,644	26,651,455
Uses of Funds	6,251,650	8,424,259	8,053,483	13,080,359	14,421,211	13,804,504	17,103,128	18,091,102	24,734,250	35,071,291
<i>Annual Surplus/(Deficiency)</i>	<i>(\$159,767)</i>	<i>(\$943,968)</i>	<i>\$2,107,211</i>	<i>\$796,042</i>	<i>\$1,032,450</i>	<i>\$3,426,999</i>	<i>\$2,121,931</i>	<i>\$3,363,141</i>	<i>(\$800,605)</i>	<i>(\$8,419,835)</i>
Ending Fund Balance	2,200,233	1,256,265	3,363,476	4,159,518	5,191,968	8,618,966	10,740,898	14,104,039	13,303,434	4,883,598
Target Reserve (Op + Capital)	2,360,000	2,270,000	2,510,000	3,050,000	3,170,000	3,290,000	3,420,000	3,550,000	3,700,000	3,860,000
<i>Over/(Under) Target</i>	<i>(\$159,767)</i>	<i>(\$1,013,735)</i>	<i>\$853,476</i>	<i>\$1,109,518</i>	<i>\$2,021,968</i>	<i>\$5,328,966</i>	<i>\$7,320,898</i>	<i>\$10,554,039</i>	<i>\$9,603,434</i>	<i>\$1,023,598</i>
Annual Revenue Adjustment	0.0%	30.0%	30.0%	30.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
DSC Including Tap Fee Revenue		1.67	1.25	1.41	1.59	1.80	2.02	2.28	1.69	1.54
DSC Excluding Tap Fee Revenue		0.56	0.65	0.84	1.02	1.22	1.45	1.70	1.10	1.06

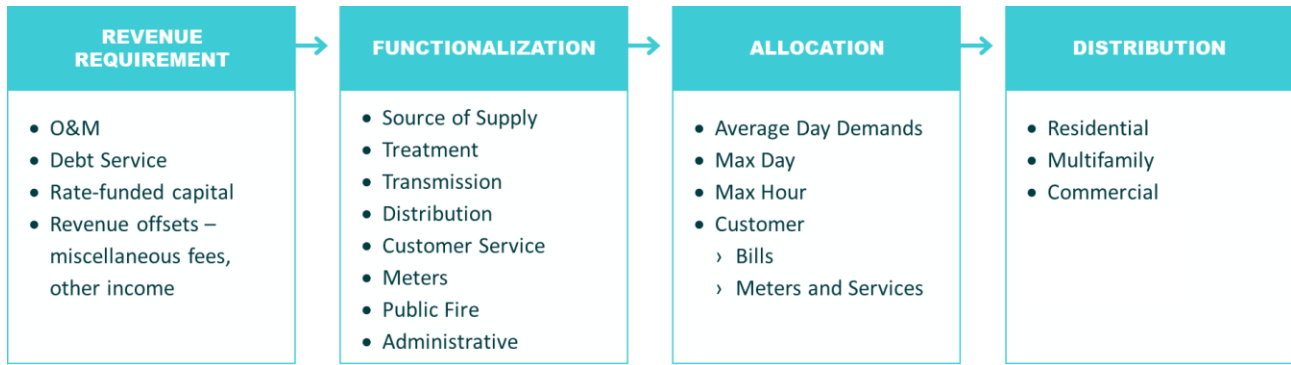
Cost of Service

Raftelis completed this comprehensive cost of service analysis by standard methods supported by the American Water Works Association (AWWA) in its M1 manual, *Principles of Water Rates, Fees, and Charges*. This analysis determines the cost of providing water service to each customer class and guides the design of the proposed rates. The general steps of the cost-of-service analysis are:

1. **Revenue Requirement.** Determine the level of revenue required from rates. The revenue requirement includes expenditures in the operating fund: O&M, capital repair and replacement costs, reserves, and changes in fund balance.
2. **Cost functionalization.** Assign the detailed costs in the revenue requirements to functional areas in the system. Functional areas include water treatment, transmission and distribution, storage, source of supply, meters, and services, and billing and administrative costs. Costs are functionalized based on the facility that has the most influence on that expense. For example, chemical costs are most influenced by treatment processes so those costs would be allocated to the water treatment category.
3. **Demand parameters and customer characteristics.** Functional costs can be allocated to demand parameters and customer characteristics. Demand parameters include average day demands and peak demands. Customer characteristics include the number of accounts by meter size and bills. Each facility is designed to meet specific design requirements in the system. Water treatment facilities are designed and operated to meet maximum day demands. As a result, a portion of water treatment costs would be allocated to the average day demand category and a portion to the peak demand category.
4. **Units of service.** The units of service capture the demand and customer characteristics for each customer class. These characteristics include average day demand, peak demand, number of accounts by meter size, and the number of bills.
5. **Distribution of costs to customer classes.** Because customer classes are defined by their demand parameters (average day and peak demands) and the account makeup (meters by meter sizes), the allocated costs can be proportionately distributed to each class based on their specific demand and customer characteristics. For example, if the residential customer class represents 50% of total peak day demands, they would be allocated 50% of the allocated peak day demand costs.

The figure on the following page illustrates the cost allocation process for the water utility.

Figure 2: Water Cost of Service Process



The water cost of service tables are included in Appendix A. Table 8 compares the cost of service by customer class to revenue under existing rates.

Table 8: Comparison of Test Year 2024 Water Cost of Service to Revenue Under Existing Rates

Line No.	Customer	Cost of Service	Revenue Under Existing Rates	
			Existing Rates	Change - \$
1	Residential	\$5,183,825	\$4,103,209	\$1,080,616
2	Commercial	\$1,545,038	\$1,013,456	\$531,582
3	Multifamily	\$257,326	\$257,326	\$0
4	Total System	\$6,986,189	\$5,373,991	\$1,612,197

Rate Design

The existing rate structure consists of two components – a monthly base charge which varies by meter size and applies to all customer classes and volume rate. The residential volume structure is a 6-tiered increasing block structure, the commercial structure is a uniform rate, and the multifamily volume structure is a 2-tiered increasing block structure. The proposed rates retained the existing rate structures for all classes. Out-of-Town rates maintain the 1.5 times rate differential.

The 2024 proposed rate is designed to recover the residential class cost of service. Modifications to tiers 4, 5, and 6 prices (the tiers with usage over 20,000 gallons) are designed to encourage the wise use of water. With the higher rates in tiers 4, 5, and 6, tier one is priced lower for essential water use (0 – 5,000 gallons). Retaining the base charge structure also assists in maintaining revenue stability.

Table 9 provides a summary of the proposed 2024 rates for each customer class.

Table 9: Test Year 2024 Water Rates Under Each Customer Class to Existing Rates

Residential Existing Rates		Residential Proposed Cost of Service Rates	
Description	Monthly Base Rate	Description	Monthly Base Rate
Base Rate, \$ per Bill		Base Rate, \$ per Bill	
5/8 inch	\$22.84	5/8 inch	\$29.69
<u>Threshold (kgal)</u>	<u>Rate, \$ per Kgal</u>	<u>Threshold (kgal)</u>	<u>Rate, \$ per Kgal</u>
5	\$3.18	5	\$3.69
10	\$3.66	10	\$4.24
15	\$4.21	15	\$5.09
20	\$4.84	20	\$6.37
25	\$5.57	25	\$7.96
>25	\$6.40	>25	\$9.95

Commercial Existing Rates		Commercial Proposed Cost of Service Rates	
Description	Monthly Base Rate	Description	Monthly Base Rate
Commercial Base Rate, \$ per Bill		Commercial Base Rate, \$ per Bill	
5/8 inch	\$22.84	5/8 inch	\$29.69
3/4 inch	\$22.84	3/4 inch	\$29.69
1 inch	\$38.83	1 inch	\$50.48
1.5 inch	\$75.39	1.5 inch	\$98.01
2 inch	\$121.07	2 inch	\$157.39
3 inch	\$267.26	3 inch	\$347.44
4 inch	\$479.71	4 inch	\$623.62
6 inch	\$989.02	6 inch	\$1,285.73
Volume Rate, \$ per Kgal	\$4.10	Volume Rate, \$ per Kgal	\$6.57

Multifamily Existing Rates		Multifamily Proposed Cost of Service Rates	
Description	Monthly Base Rate	Description	Monthly Base Rate
Base Rate, \$ per unit per bill	\$11.42	Base Rate, \$ per unit per bill	\$14.85
<u>Threshold (kgal)</u>	<u>Rate, \$ per Kgal</u>	<u>Threshold (kgal)</u>	<u>Rate, \$ per Kgal</u>
100	\$3.18	100	\$4.13
>100	\$4.84	>100	\$6.29

3. Sewer Utility

Sewer Utility Financial Forecast

CAPITAL EXPANSION FUND

Revenue from tap fees, regional sewer fees, reserves, projected loans, provides sufficient funding through the study period. The growth-related capital improvement program totals \$140.2 million. It is funded by a \$50.0 million transfer from the general fund in 2023, \$58.0 million in tap fee revenue, a projected revenue bond issuance of \$21.5 million in 2032, and the remainder from the carryover capital reserves and miscellaneous income. Debt service payments average \$3.7 million per year through the study period.

OPERATING FUND

The operating fund tracks activities associated with operating and maintaining the sewer utility on a daily basis.

Beginning Balance

The cash balance includes required reserves and unrestricted carryover monies from previous years. The fund balance is assumed to be \$2.0 million at the beginning of 2024.

Revenues

Operating revenues comprise sewer service rate revenue, with a small portion coming from miscellaneous sources. Revenue from existing rates is projected to increase from \$3.1 million in 2022 to \$5.7 million in 2032 based on growth in the number of customer accounts.

Revenue Requirements

Expenditures include O&M expenses which consist of costs to collect and treat sewer from customers. O&M is projected to increase from \$2.3 million in 2023 to \$6.6 million in 2032, with salaries and wages increasing from \$450,200 in 2023 to \$1.0 million in 2032. Capital repair and replacement projects are necessary for maintaining the current level of service in the system and are not associated with meeting growth-related requirements. Capital R&R costs an average of \$1.2 million annually. Transfers to the capital expansion fund must meet any intermittent cash flow deficiencies.

Reserves

The Town did not have a formal reserve policy, but the reserve policy established in the study agreed upon by Town staff requires a minimum fund balance of \$2.0 million or the sum of ninety-days O&M and 1-year depreciation expense, whichever is greater. This reserve tracks and adjusts based on changes in O&M and annual depreciation on capital assets. The primary goal of the operating reserve is to absorb cash flow fluctuations due to the variability in monthly expenditures and the inflow of revenues.

Combined, these reserves strengthen the utility's financial health and ability to weather unexpected operating costs or capital interruptions. Maintaining adequate funds also prevents the utility from reactively having to adjust rates in response to unforeseen events.

Indicated Revenue Adjustments

Projected sewer service revenue under existing rates is insufficient to meet O&M, debt service issuance expenses, and capital repair and replacement projects during the study period. Equal annual increases of 15% are proposed from 2024 through 2026 to meet these requirements. The study meets the annual DSC ratio by including tap fees as revenue. Table 10 summarizes the sewer operating fund financial plan cash flow results.

Table 10: Sewer Operating Fund Cash Flow Summary

Description	Budget		Projected							
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Beginning Fund Balance	\$2,000,000	\$2,997,839	\$3,543,712	\$4,062,184	\$4,792,807	\$4,430,134	\$5,098,255	\$5,092,130	\$5,860,726	\$6,146,446
Sources of Funds	3,388,549	3,949,023	4,818,762	5,910,923	6,319,178	6,757,543	7,230,571	7,739,649	8,288,635	8,860,612
Uses of Funds	2,390,710	3,403,150	4,300,290	5,180,300	6,681,851	6,089,422	7,236,697	6,971,054	8,002,915	11,814,385
<i>Annual Surplus/(Deficiency)</i>	<i>\$997,839</i>	<i>\$545,873</i>	<i>\$518,472</i>	<i>\$730,623</i>	<i>(\$362,673)</i>	<i>\$668,122</i>	<i>(\$6,125)</i>	<i>\$768,596</i>	<i>\$285,720</i>	<i>(\$2,953,773)</i>
Ending Fund Balance	2,997,839	3,543,712	4,062,184	4,792,807	4,430,134	5,098,255	5,092,130	5,860,726	6,146,446	3,192,673
Target Reserve (Op + Capital)	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000
<i>Over/(Under) Target</i>	<i>\$997,839</i>	<i>\$1,543,712</i>	<i>\$2,062,184</i>	<i>\$2,792,807</i>	<i>\$2,430,134</i>	<i>\$3,098,255</i>	<i>\$3,092,130</i>	<i>\$3,860,726</i>	<i>\$4,146,446</i>	<i>\$1,192,673</i>
Annual Revenue Adjustment	0.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
DSC Including Tap Fee Revenue	3.46	3.26	2.57	2.88	2.59	2.57	2.60	1.36	1.38	1.16
DSC Excluding Tap Fee Revenue	0.98	0.47	0.34	0.64	0.70	0.68	0.70	0.38	0.41	0.35

Rate Design

The existing residential sewer rate is a monthly flat charge, and the commercial rate structure includes a monthly base charge plus a volumetric rate based on average winter water use for the months December through February. The proposed rates retained the existing structure. Out-of-Town rates are 1.5x In-Town rates. Table 11 compares the existing and proposed rates.

Table 11: Comparison of Test Year 2024 Sewer Rates to Existing Rates

Customer Class	Existing Rate	Proposed Rate
Commercial		
Base Rate, \$ per Bill	\$34.79	\$40.01
Volume Rate, \$ per 1,000 gallons*	\$4.00	\$4.60
Residential		
Base Rate, \$ per Bill	\$34.79	\$40.01
Multifamily		
Base Rate, \$ per Unit per Bill	\$34.79	\$40.01

*Based on winter water use (Dec - Feb)

4. Tap Fees

The Town charges water and sewer tap fees to all new connectors. The tap fee is intended to recover a new connector’s proportionate share of the Town’s water and sewer backbone facility costs. Tap fees must comply with the State Statutes, which are summarized below. The Colorado Revised Statutes (CRS) §29-20-104.5 for Impact Fees (tap fees) outline the requirements for calculating and implementing an impact fee (tap fee). The basic tenets of the Statute are listed below.

- Fees must generally apply to a broad property class (for example, residential, commercial, etc.).
- Fees must be intended to defray the projected impacts on capital facilities caused by the proposed development.
- Fees are directly related to services that a local government can provide.
- The asset has an estimated useful life of five years or longer.
- The fee is required by a local government's charter or general policy pursuant to a resolution or ordinance.

OVERVIEW OF THE TAP FEE CALCULATION PROCESS

The general steps and equation used in calculating tap fees are as follows:

- Determine the value of backbone facilities (existing or future growth-related)
- Estimate current system capacity or level-of-service
- Calculate unit cost of capacity
- Determine customer service level demand characteristics in terms of peak demand (gallons per day)
- Apply unit cost of capacity to customer’s demand characteristics

$$\frac{\text{Value of Backbone Facilities}}{\text{System Capacity (gpd)}} \times \text{New Customer Demand (gpd)} = \text{Tap Fee}$$

The table below summarizes the generally accepted methodologies for calculating tap fees. Each method is designed to recover the cost of capacity to serve new development. The selection of a methodology should consider a utility’s goals and objectives for recovering capacity-related capital costs. The three methodologies include buy-in, incremental, and hybrid. Table 12 below lists the basic parameters a utility may consider when selecting a method that best meets its needs.

Table 12: Industry Standard Tap Fees Methodologies

Description	Buy-in	Incremental	Hybrid	Capacity Basis (gpm) [1]	Valuation Basis (\$)
Available existing capacity sufficient to accommodate new growth	X			Existing Available Capacity	Existing Asset Value [2]
No existing capacity with significant future capacity requirements		X		Future Capacity	Current Cost of Future Facilities
Some existing capacity available with future capacity requirements needed to accommodate new growth		X	X	Available Capacity + Future Capacity	Existing Asset Value + Current Cost of Future Facilities

[1] The basis of capacity used to calculate the unit cost is often based on the largest facilities that govern system capacity.
 [2] Assets may be valued at original cost of in current dollars using a cost index like the Consumer Price Index (CPI) or a construction cost index like Engineering News Record (ENR-CCI).

WATER TAP FEES

The water tap fees were calculated using the hybrid methodology. This methodology recognizes that utility has some remaining capacity in existing facilities to serve growth but will require additional expansion facilities soon to accommodate new customers based on the timing and amount of future development. Water backbone facilities include major infrastructure such as treatment plants, transmission mains, and treated water storage that benefit all customers. Raftelis' review of the existing tap fee and proposed expansion costs showed the current tap fee is at a sufficient level to recover the cost to serve a new development. **Error! Reference source not found.** Table 13 shows the current water tap fees.

Table 13: Comparison of Existing and Calculated Water Tap Fees

Tap Size (inches)	Existing		Proposed Tap Fee	\$ - Change
	Johnstown Equiv. Ratio	Current Tap Fee		
≤ 3/4"	1.0	\$6,909	\$6,909	\$0
1"	1.7	\$11,745	\$11,745	\$0
1-1/2"	3.3	\$22,798	\$22,798	\$0
2"	5.3	\$36,615	\$36,615	\$0
3"	11.7	\$80,830	\$80,830	\$0
4"	21.0	\$145,080	\$145,080	\$0
6"	43.3	\$299,141	\$299,141	\$0
8"	93.3	\$644,570	\$644,570	\$0
10"	140.0	\$967,200	\$967,200	\$0

RAW WATER DEVELOPMENT FEES

The raw water development fee is a fee that is imposed on all new water tap installations. This fee is designated for financing raw water development initiatives within the Town and is calculated based on the size of the water meter. The fee is based on water resource-related capital projects, the replacement cost new less depreciation (RCNLD) of raw water-related assets. Table 14 shows the development of the water resource fee and Table 15 compares existing and proposed resource fees.

Table 14: Development of Raw Water Resource Fee

Description	Total Cost
Infrastructure	
Raw Water - 24" CIPP Town Lake Lining	30,000
Raw Water - Transmission Line	45,500,000
Raw Water - Flushing Line to Town Lake	1,000,000
Total Water Resource-Related Capital Projects	\$46,530,000
Existing Infrastructure Assets @ RCLND [1]	\$2,233,388
Total Raw Water-Related Capital Costs	\$48,763,388
Annual Acre Feet Available [2]	4,496
\$ per Acre Foot	\$10,846
Acre Feet per 3/4" Equivalent Per Year	0.58
Raw Water Development Fee, 5/8" Equivalent	\$6,291
Current Raw Water Development Fee	\$5,841
<i>\$ - Change</i>	<i>\$450</i>

[1] RCLND: Replacement Cost New Less Accumulated Depreciation. Includes infrastructure assets only

[2] Source: <https://johnstown.colorado.gov/johnstownwaterstory>

Table 15: Comparison of Existing and Calculated Raw Water Development Fees

Tap Size (inches)	Existing		Proposed Fee	\$ - Change
	Johnstown Equiv. Ratio	Current Fee		
≤ 3/4"	1.0	\$5,841	\$6,291	\$450
1"	1.7	\$9,929	\$10,693	\$764
1-1/2"	3.3	\$19,274	\$20,758	\$1,484
2"	5.3	\$30,955	\$33,338	\$2,383
3"	11.7	\$68,335	\$73,596	\$5,261
4"	21.0	\$122,653	\$132,095	\$9,442
6"	43.3	\$252,900	\$272,369	\$19,469
8"	93.3	\$544,932	\$586,882	\$41,950
10"	140.0	\$817,689	\$880,636	\$62,947

SEWER TAP FEES

The sewer tap fees were calculated using the hybrid methodology. This methodology recognizes that utility has remaining capacity in existing facilities to serve growth but will require additional expansion facilities soon to accommodate new customers, based on the timing and amount of future development.

Table 17 shows the current and calculated sewer tap fee schedules. The current tap fees are determined using equivalency ratios linked to the size of water meters. The Town applies an equivalency ratio of 0.5 single-family unit to each dwelling unit when assessing multifamily connections.

Table 16: Development of Sewer Tap Fee

Description	Value
WWTP Expansion	\$108,762,608
Debt Carrying Costs	\$22,874,503
Total Growth-Related Costs	\$131,637,112
Phase I WWTP Capacity, gpd	3,110,000
SFE Peak Demand, gpd	220
Proposed 3/4" Tap Fee	\$9,313
Current Tap Fees	\$5,667
\$ - Change	\$3,646

[1] Phase II Expansion will not occur until after the study period, assumed Phase I peak day capacity for new capacity.

[2] Page 22 of Utility Plan Update 2022: 2.78 capita per SFE, 79 gpd

Table 17: Comparison of Existing and Calculated Sewer Tap Fees

Tap Fees (inches)	Existing Johnstown Equiv. Ratio	Current Tap Fee	Proposed Tap Fee	\$ - Change
≤ 3/4"	1.0	\$5,667	\$9,313	\$3,646
1"	1.7	\$9,634	\$15,832	\$6,198
1 1/2"	3.3	\$18,701	\$30,733	\$12,032
2"	5.3	\$30,034	\$49,357	\$19,323
3"	11.7	\$66,302	\$108,959	\$42,657
4"	21.0	\$119,003	\$195,566	\$76,563
6"	43.3	\$245,373	\$403,240	\$157,867
8"	93.3	\$528,713	\$868,873	\$340,160
10"	140.0	\$793,353	\$1,303,776	\$510,423
Multi-Unit (Per Unit)	0.5	\$2,833	\$4,656	\$1,823

APPENDIX A:

**Water Utility
Financial Plan, Cost of Service,
and Rate Design Analysis**

Town of Johnstown
Water Utility
Combined Water Enterprise Fund

Table A-1

Line No.	Description	Budget	Projected								
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds											
1	Revenue from Existing Water Service Rates	5,064,834	5,373,991	5,716,435	6,081,915	6,472,065	6,888,647	7,333,553	7,808,821	8,316,643	8,859,381
2	Additional Water Sales Revenue Required	0	1,612,197	3,944,340	7,280,052	8,458,018	9,796,982	11,317,888	13,044,379	15,003,145	17,224,320
3	Total Water Service Rate Revenue	5,064,834	6,986,189	9,660,776	13,361,966	14,930,084	16,685,629	18,651,441	20,853,199	23,319,787	26,083,701
4	Miscellaneous Revenue	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000
5	Municipal Water Sales (Raw and Potable)	45,914	45,685	45,685	45,685	45,685	45,685	45,685	45,685	45,685	45,685
6	Raw Water Irrigation Sales	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135
7	Transfer from General Fund	0	40,000,000	0	0	0	0	0	0	0	0
8	Tap Fees	3,274,244	4,494,721	4,155,866	4,036,826	4,014,731	4,015,000	4,015,000	4,015,000	4,015,000	4,015,000
9	Future State Loans	0	0	0	0	0	0	0	0	0	0
10	Investment Income	631,778	17,282	431,869	37,615	92,290	162,679	155,304	155,027	137,037	143,261
11	Revenue Bond Issuance Proceeds	0	82,000,000	0	0	0	0	0	0	80,000,000	0
12	Water Share Fee	1,647,250	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
13	One Time Cash in Lieu	0	0	0	0	12,000,000	0	0	0	0	0
13	Total Sources	11,095,155	133,977,412	14,727,731	17,915,627	31,516,323	21,342,528	23,300,965	25,502,446	107,951,044	30,721,181
Uses of Funds											
14	Operation and Maintenance Expense	4,950,650	5,095,934	5,926,035	7,947,161	8,305,791	8,683,256	9,080,577	9,498,835	9,939,170	10,402,785
Debt Service											
15	Existing - Bonds/Loans	0	0	0	0	0	0	0	0	0	0
16	Proposed - Bonds/Loans	0	4,070,300	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	10,565,100	13,127,700
17	Intrafund Loan Payment	0	0	0	0	0	0	0	0	2,090,900	2,090,900
17	Total Debt Service	0	4,070,300	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	12,656,000	15,218,600
18	Transfer Out	600,000	0	0	0	0	0	0	0	0	0
19	Total Capital	15,523,280	47,740,825	80,572,881	3,433,198	4,415,419	4,121,248	7,278,202	8,045,992	63,174,539	40,295,687
20	Total Uses	21,073,930	56,907,059	93,476,515	18,357,959	19,698,811	19,782,104	23,336,379	24,522,427	85,769,709	65,917,072
21	Annual Surplus (Deficiency)	(9,978,775)	77,070,353	(78,748,784)	(442,332)	11,817,513	1,560,424	(35,414)	980,019	22,181,336	(35,195,891)
22	Beginning Balance	16,270,940	6,292,165	83,362,518	4,613,734	4,171,402	15,988,915	17,549,338	17,513,924	18,493,943	40,675,279
23	Ending Balance	6,292,165	83,362,518	4,613,734	4,171,402	15,988,915	17,549,338	17,513,924	18,493,943	40,675,279	5,479,388
Proposed Target Reserves											
24	Operations and Maintenance (90 Days O&M)	1,390,000	1,270,000	1,480,000	1,990,000	2,080,000	2,170,000	2,270,000	2,370,000	2,480,000	2,600,000
25	Capital Reserve (1-year Depreciation Expense)	970,000	1,000,000	1,030,000	1,060,000	1,090,000	1,120,000	1,150,000	1,180,000	1,220,000	1,260,000
26	Total Proposed Target Reserves	2,360,000	2,270,000	2,510,000	3,050,000	3,170,000	3,290,000	3,420,000	3,550,000	3,700,000	3,860,000
27	Over/(Under) Proposed Reserve Target	3,932,165	81,092,518	2,103,734	1,121,402	12,818,915	14,259,338	14,093,924	14,943,943	36,975,279	1,619,388
28	Annualized Water Service Revenue Increase	0.0%	30.0%	30.0%	30.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Debt Service Coverage											
29	Including Tap Fee Revenue		1.67	1.25	1.41	1.59	1.80	2.02	2.28	1.69	1.54
30	Excluding Tap Fee Revenue		0.56	0.65	0.84	1.02	1.22	1.45	1.70	1.10	1.06

Table A-2

Town of Johnstown
 Water Utility
 Capital Expansion Fund Cash Flow Analysis

Line No.	Description	Budget	Projected								
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds											
1	Tap Fees	3,274,244	4,494,721	4,155,866	4,036,826	4,014,731	4,015,000	4,015,000	4,015,000	4,015,000	4,015,000
2	Transfer from General Fund	0	40,000,000	0	0	0	0	0	0	0	0
3	Investment Income	81,778	0	408,771	0	45,532	93,625	58,505	30,803	0	52,326
4	Transfer from Operating Fund	0	0	1,600,000	1,700,000	1,700,000	1,000,000	4,000,000	5,000,000	7,000,000	17,500,000
5	Revenue Bond Issuance Proceeds	0	82,000,000	0	0	0	0	0	0	80,000,000	0
6	State Loan Proceeds	0	0	0	0	0	0	0	0	0	0
7	Water Share Fee	1,647,250	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400
8	One Time Cash in Lieu	0	0	0	0	12,000,000	0	0	0	0	0
9	Total Sources	5,003,272	126,497,121	6,167,037	5,739,226	17,762,663	5,111,025	8,075,905	9,048,203	91,017,400	21,569,726
Uses of Funds											
10	Capital Projects - Expansion	14,822,280	44,412,500	80,045,433	0	0	0	3,255,650	4,453,725	55,379,459	33,127,181
11	Transfer to Operating Fund	0	0	0	0	0	0	0	0	0	0
Debt Service											
12	Existing	0	0	0	0	0	0	0	0	0	0
13	Proposed	0	4,070,300	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	10,565,100	13,127,700
14	Intrafund Loan Payment	0	0	0	0	0	0	0	0	2,090,900	2,090,900
15	Total Debt Service	0	4,070,300	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	6,977,600	12,656,000	15,218,600
15	Total Uses	14,822,280	48,482,800	87,023,033	6,977,600	6,977,600	6,977,600	10,233,250	11,431,325	68,035,459	48,345,781
16	Annual Surplus (Deficiency)	(9,819,008)	78,014,321	(80,855,996)	(1,238,374)	10,785,063	(1,866,575)	(2,157,345)	(2,383,123)	22,981,941	(26,776,055)
17	Beginning Balance	13,910,940	4,091,932	82,106,254	1,250,258	11,884	10,796,947	8,930,372	6,773,027	4,389,904	27,371,845
18	Ending Balance	4,091,932	82,106,254	1,250,258	11,884	10,796,947	8,930,372	6,773,027	4,389,904	27,371,845	595,790

Town of Johnstown
 Water Utility
 Operating Fund Cash Flow Analysis

Line No.	Description	Budget	Projected								
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<i>Sources of Funds</i>											
1	Revenue from Existing Water Service Rates	5,064,834	5,373,991	5,716,435	6,081,915	6,472,065	6,888,647	7,333,553	7,808,821	8,316,643	8,859,381
2	Additional Water Sales Revenue Required	0	1,612,197	3,944,340	7,280,052	8,458,018	9,796,982	11,317,888	13,044,379	15,003,145	17,224,320
3	Total Water Service Rate Revenue	5,064,834	6,986,189	9,660,776	13,361,966	14,930,084	16,685,629	18,651,441	20,853,199	23,319,787	26,083,701
4	Miscellaneous Revenue	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000	375,000
5	Municipal Water Sales (Raw and Potable)	45,914	45,685	45,685	45,685	45,685	45,685	45,685	45,685	45,685	45,685
6	Raw Water Irrigation Sales	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135	56,135
7	Transfer From Capital Fund	0	0	0	0	0	0	0	0	0	0
8	Investment Income	550,000	17,282	23,099	37,615	46,757	69,055	96,799	124,225	137,037	90,935
9	Total Sources	6,091,883	7,480,291	10,160,694	13,876,401	15,453,660	17,231,503	19,225,060	21,454,243	23,933,644	26,651,455
<i>Uses of Funds</i>											
10	Operation and Maintenance Expense	4,950,650	5,095,934	5,926,035	7,947,161	8,305,791	8,683,256	9,080,577	9,498,835	9,939,170	10,402,785
11	Existing Debt Service	0	0	0	0	0	0	0	0	0	0
12	Transfer Out	600,000	0	0	0	0	0	0	0	0	0
13	Repair and Replacement Projects	701,000	3,328,325	527,448	3,433,198	4,415,419	4,121,248	4,022,551	3,592,267	7,795,080	7,168,506
14	Transfer To Capital Expansion Fund	0	0	1,600,000	1,700,000	1,700,000	1,000,000	4,000,000	5,000,000	7,000,000	17,500,000
15	Total Uses of Funds	6,251,650	8,424,259	8,053,483	13,080,359	14,421,211	13,804,504	17,103,128	18,091,102	24,734,250	35,071,291
16	Annual Surplus (Deficiency)	(159,767)	(943,968)	2,107,211	796,042	1,032,450	3,426,999	2,121,931	3,363,141	(800,605)	(8,419,835)
17	Beginning Balance	2,360,000	2,200,233	1,256,265	3,363,476	4,159,518	5,191,968	8,618,966	10,740,898	14,104,039	13,303,434
18	Ending Balance	2,200,233	1,256,265	3,363,476	4,159,518	5,191,968	8,618,966	10,740,898	14,104,039	13,303,434	4,883,598
<hr/>											
<i>Proposed Target Reserves</i>											
19	Operations and Maintenance (90 Days O&M)	1,390,000	1,270,000	1,480,000	1,990,000	2,080,000	2,170,000	2,270,000	2,370,000	2,480,000	2,600,000
20	Capital Reserve (1-year Depreciation Expense)	970,000	1,000,000	1,030,000	1,060,000	1,090,000	1,120,000	1,150,000	1,180,000	1,220,000	1,260,000
21	Total Proposed Target Reserves	2,360,000	2,270,000	2,510,000	3,050,000	3,170,000	3,290,000	3,420,000	3,550,000	3,700,000	3,860,000
22	Over/(Under) Proposed Reserve Target	(159,767)	(1,013,735)	853,476	1,109,518	2,021,968	5,328,966	7,320,898	10,554,039	9,603,434	1,023,598
23	Annual Water Service Revenue Increase	0.0%	30.0%	30.0%	30.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

Town of Johnstown
 Water Utility
 Budget & Projected Operation and Maintenance Expense

Table A-4

Line No.	Account Description	Inflation Coding	Budget		Projected							
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	BILLING AND ADMINISTRATIVE	MO	20,000	20,000	21,200	22,472	23,820	25,250	26,765	28,370	30,073	31,877
2	CHEMICALS	MO	1,500,000	1,099,800	1,165,788	1,387,235	1,470,469	1,558,698	1,652,219	1,751,353	1,856,434	1,967,820
3	COMPENSATED ABSENCES	E	6,000	6,360	6,614	6,879	7,154	7,440	7,738	8,047	8,369	8,704
4	COMPUTERS AND SOFTWARE	MO	38,600	115,800	122,748	130,113	137,920	146,195	154,967	164,265	174,120	184,568
5	FUEL AND LUBRICANTS	MO	14,000	18,060	19,144	20,292	21,510	22,800	24,168	25,618	27,156	28,785
6	GROUP INSURANCE	E	149,000	157,940	164,258	170,828	177,661	184,767	192,158	199,844	207,838	216,152
7	HYDRANTS	MO	50,000	50,000	53,000	56,180	59,551	63,124	66,911	70,926	75,182	79,692
8	INSURANCE	O	57,300	67,798	67,798	67,798	67,798	67,798	67,798	67,798	67,798	67,798
9	MAINTENANCE - BUILDINGS	MO	5,000	5,300	5,618	5,955	6,312	6,691	7,093	7,518	7,969	8,447
10	MAINTENANCE - EQUIPMENT	MO	190,000	191,760	203,266	383,562	406,575	430,970	456,828	484,238	513,292	544,089
11	MAINTENANCE - INFRASTRUCTURE	MO	125,000	149,850	158,841	168,371	178,474	189,182	200,533	212,565	225,319	238,838
12	MAINTENANCE - VEHICLES	MO	7,000	13,420	14,225	15,079	15,983	16,942	17,959	19,037	20,179	21,389
13	MEMBERSHIPS & SUBSCRIPTIONS	O	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700
14	MISCELLANEOUS	O	200,500	202,000	202,000	202,000	202,000	202,000	202,000	202,000	202,000	202,000
15	OTHER CONTRACTUAL SERVICES	PS	298,900	238,070	247,593	453,321	471,454	490,312	509,925	530,322	551,535	573,596
16	OVERTIME	E	34,250	36,305	37,757	39,267	40,838	42,472	44,171	45,937	47,775	49,686
17	PAYROLL TAXES	E	57,500	60,950	63,388	65,924	68,560	71,303	74,155	77,121	80,206	83,414
18	POSTAGE	MO	4,250	6,000	6,360	6,742	7,146	7,575	8,029	8,511	9,022	9,563
19	PRINTING AND ADVERTISING	MO	17,600	18,656	19,775	20,962	22,220	23,553	24,966	26,464	28,052	29,735
20	PROFESSIONAL SERVICES	MO	202,000	203,520	215,731	228,675	242,396	256,939	272,356	288,697	306,019	324,380
21	RETIREMENT CONTRIBUTION	E	87,800	93,068	96,791	100,662	104,689	108,876	113,231	117,761	122,471	127,370
22	SALARIES	E	737,600	907,248	943,538	1,603,779	1,667,931	1,734,648	1,804,034	1,876,195	1,951,243	2,029,293
23	SUPPLIES - FLEET	MO	2,000	7,400	7,844	8,315	8,814	9,342	9,903	10,497	11,127	11,794
24	SUPPLIES - GENERAL	MO	14,000	8,000	8,480	8,989	9,528	10,100	10,706	11,348	12,029	12,751
25	SUPPLIES - JANITORIAL	MO	1,000	1,060	1,124	1,191	1,262	1,338	1,419	1,504	1,594	1,689
26	SUPPLIES - LAB	MO	30,000	31,800	33,708	35,730	37,874	40,147	42,556	45,109	47,815	50,684
27	SUPPLIES - OPERATIONAL	MO	60,000	49,950	52,947	56,124	59,491	63,061	66,844	70,855	75,106	79,613
28	SUPPLIES - SAFETY	MO	8,000	8,480	8,989	9,528	10,100	10,706	11,348	12,029	12,751	13,516
29	SUPPLIES - TRAINING	MO	5,000	5,300	5,618	5,955	6,312	6,691	7,093	7,518	7,969	8,447
30	SUPPLIES - VEHICLES	MO	2,000	8,000	8,480	8,989	9,528	10,100	10,706	11,348	12,029	12,751
31	TELEPHONE & INTERNET	MO	20,500	12,720	13,483	14,292	15,150	16,059	17,022	18,044	19,126	20,274
32	TRANSFER OUT	O	600,000	0	0	0	0	0	0	0	0	0
33	TRAVEL & TRAINING	SD	9,500	9,785	10,079	10,381	10,692	11,013	11,343	11,684	12,034	12,395
34	UNEMPLOYMENT TAXES	E	11,500	12,190	12,678	13,185	13,712	14,261	14,831	15,424	16,041	16,683
35	UNIFORMS	E	5,500	6,795	7,067	7,349	7,643	7,949	8,267	8,598	8,942	9,299
36	UTILITIES	MO	230,000	253,000	268,180	787,771	835,037	885,139	938,248	994,542	1,054,215	1,117,468
37	WATER ASSESSMENTS	O	225,000	226,000	226,000	226,000	226,000	226,000	226,000	226,000	226,000	226,000
38	WATER METERS	MO	150,000	321,000	340,260	360,676	382,316	405,255	429,570	455,345	482,665	511,625
39	WATER SHARES	O	350,000	351,900	351,900	351,900	351,900	351,900	351,900	351,900	351,900	351,900
40	WORKERS COMPENSATION	E	21,650	22,949	23,867	24,822	25,815	26,847	27,921	29,038	30,199	31,407
41	C&D Lead Water (2024)	E	0	95,000	98,800	102,752	106,862	111,137	115,582	120,205	125,014	130,014
42	C&D Operator Water (2025)	E	0	0	117,000	121,680	126,547	131,609	136,873	142,348	148,042	

Line No.	Account Description	Inflation Coding	Budget	Projected								
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	BILLING AND ADMINISTRATIVE	MO	20,000	20,000	21,200	22,472	23,820	25,250	26,765	28,370	30,073	31,877
2	CHEMICALS	MO	1,500,000	1,099,800	1,165,788	1,387,235	1,470,469	1,558,698	1,652,219	1,751,353	1,856,434	1,967,820
3	COMPENSATED ABSENCES	E	6,000	6,360	6,614	6,879	7,154	7,440	7,738	8,047	8,369	8,704
4	COMPUTERS AND SOFTWARE	MO	38,600	115,800	122,748	130,113	137,920	146,195	154,967	164,265	174,120	184,568
43	Water Resources Engineer/Manager (2025)	E	0	0	292,500	304,200	316,368	329,023	342,184	355,871	370,106	384,910
44	Regulatory Compliance/Pre-Treatment Cord. (2025)	E	0	0	198,900	206,856	215,130	223,735	232,685	241,992	251,672	261,739
45	C&D Operator Water (2026)	E	0	0	0	121,680	126,547	131,609	136,873	142,348	148,042	153,964
46			5,550,650	5,095,934	5,926,035	7,947,161	8,305,791	8,683,256	9,080,577	9,498,835	9,939,170	10,402,785

Town of Johnstown
 Water Utility
 Water Capital Improvement Plan (Excluding Inflation)

Table A-5

Line No.	Title	Growth Related	Raw or Treated	Bond Eligible	Category	Projected										10-Year Total
						2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
						\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1	WTP Pilot project	100%	Treated	100%	Planning	261,280	0	0	0	0	0	0	0	0	0	261,280
2	WTP - Treatment Plant	100%	Treated	100%	New Infrastructure	12,000,000	30,000,000	38,000,000	0	0	0	0	2,272,724	28,442,012	22,291,427	133,006,163
3	WTP - 34 Tank Chlorine Injection	50%	Treated	50%	Enhancement	350,000	0	0	0	0	0	0	0	0	0	350,000
4	WTP - Generator Town Lake	100%	Treated	100%	Equipment	300,000	0	0	0	0	0	0	0	0	0	300,000
5	WTP - Storage Tanks Rehab	0%	Treated	0%	Maintenance	0	0	0	0	0	0	0	0	0	500,000	500,000
6	WTP - TOC Analyzer	100%	Treated	100%	Equipment (Lab)	46,000	0	0	0	0	0	0	0	0	0	46,000
7	WTP - Central Weld Participation	100%	Treated	100%	Planning	0	0	0	0	0	0	2,500,000	0	10,500,000	0	13,000,000
8	Raw Water - 24" CIPP Town Lake Lining	50%	Raw	50%	Enhancement	30,000	0	0	0	0	0	0	0	0	0	30,000
9	Raw Water - Transmission Line	100%	Raw	100%	New Infrastructure	500,000	10,000,000	35,000,000	0	0	0	0	0	0	0	45,500,000
10	WTP - Emergency GSTank Repair	0%	Treated	0%	Maintenance	360,000	0	0	0	0	0	0	0	0	0	360,000
11	Raw Water - Flushing Line to Town Lake	0%	Raw	0%	New Infrastructure	0	0	0	0	0	0	0	0	0	1,000,000	1,000,000
12	Equip - WTP Crew Vehicles (150/Ranger)	0%	Treated	0%	Equipment	26,000	0	45,000	0	45,000	0	45,000	0	45,000	0	206,000
13	Equip - WTP Fork Lift	0%	Treated	0%	Equipment	0	0	0	45,000	0	0	0	0	0	0	45,000
14	Equip - WTP Grounds Mowers	0%	Treated	0%	Equipment	0	0	12,000	0	0	0	0	0	12,000	0	24,000
15	South Tank Construction Carry over	100%	Treated	100%	New Infrastructure	1,400,000	0	0	0	0	0	0	0	0	0	1,400,000
16	Water Dist - SH60 CWWTP Water Line-	50%	Treated	50%	Enhancement	250,000	5,000,000	0	0	0	0	0	0	0	0	5,250,000
17	Water Dist - Water Meter Replacement	0%	Treated	0%	Maintenance	0	0	0	1,000,000	1,000,000	1,000,000	0	0	0	0	3,000,000
18	Water Dist - Master Plan & Model (CIP & Dev Reimb)	0%	Treated	0%	Planning	0	0	300,000	0	0	0	0	0	0	0	300,000
19	Water Dist - Annual Waterline Replacement	0%	Treated	0%	Maintenance	0	500,000	0	500,000	1,000,000	500,000	1,000,000	500,000	1,000,000	500,000	5,500,000
20	Water Dist - Interconnect with Little Thompson	100%	Treated	100%	New Infrastructure	0	0	300,000	0	0	0	0	0	0	0	300,000
21	Facility - C&D Water	100%	Treated	100%	New Infrastructure	0	0	0	0	0	0	0	1,000,000	0	0	1,000,000
22	Equip - Water Hydrant Gutting Tool	0%	Treated	0%	Equipment	0	25,000	0	0	0	0	0	0	0	0	25,000
23	Equip - Water Mini Vac Trailer - Valves	0%	Treated	0%	Equipment	0	30,000	0	0	0	0	0	0	100,000	0	130,000
24	Equip - 1/2 C&D (Water)Shoring	0%	Treated	0%	Equipment	0	10,000	0	0	0	0	0	0	0	0	10,000
25	Equip - 1/2 C&D (Water) Locator	0%	Treated	0%	Equipment	0	0	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	48,000
26	Equip - 1/2 C&D (Water) Crew Vehicles (250)	0%	Treated	0%	Equipment	0	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	120,000	1,080,000
27	Equip - 1/2 C&D (Water) Emergency Utility Van	0%	Treated	0%	Equipment	0	0	0	0	50,000	0	0	0	0	0	50,000
28	Equip - 1/2 C&D (Water) Tandum Dump Truck	0%	Treated	0%	Equipment	0	0	0	0	0	0	100,000	0	0	0	100,000
29	Equip - 1/2 C&D (Water)Backhoe	0%	Treated	0%	Equipment	0	0	0	0	0	0	0	0	0	75,000	75,000
30	Equip - 1/2 C&D (Water) Mini Ex	0%	Treated	0%	Equipment	0	0	0	0	0	40,000	0	0	0	0	40,000
31	WTP R&R	0%	Treated	0%	Maintenance	0	0	0	1,337,500	1,481,600	1,641,100	1,817,900	2,013,700	4,198,384	2,622,719	15,112,903
32	Total Capital Improvement Program (Excluding Inflation)					15,523,280	45,685,000	73,783,000	3,008,500	3,702,600	3,307,100	5,588,900	5,912,424	44,423,396	27,115,146	228,049,346

Source: 2-9 Updated 10 Year CIP

Town of Johnstown
 Water Utility
 Water Capital Improvement Plan (Inflated)

Table A-6

		Annual Inflation										Cumulative Inflation				
		0.0%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%				
		0.0%	4.5%	9.2%	14.1%	19.3%	24.6%	30.2%	36.1%	42.2%	48.6%					
Line No.	Title	Growth Related	Raw or Treated	Bond Eligible	Category	Projected										10-Year Total
						Budget 2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$				
1	WTP Pilot project	100%	Treated	100%	Planning	261,280	0	0	0	0	0	0	0	0	0	261,280
2	WTP - Treatment Plant	100%	Treated	100%	New Infrastructure	12,000,000	31,350,000	41,496,950	0	0	0	0	3,092,863	40,447,403	33,127,181	161,514,397
3	WTP - 34 Tank Chlorine Injection	50%	Treated	50%	Enhancement	350,000	0	0	0	0	0	0	0	0	0	350,000
4	WTP - Generator Town Lake	100%	Treated	100%	Equipment	300,000	0	0	0	0	0	0	0	0	0	300,000
5	WTP - Storage Tanks Rehab	0%	Treated	0%	Maintenance	0	0	0	0	0	0	0	0	0	743,048	743,048
6	WTP - TOC Analyzer	100%	Treated	100%	Equipment (Lab)	46,000	0	0	0	0	0	0	0	0	0	46,000
7	WTP - Central Weld Participation	100%	Treated	100%	Planning	0	0	0	0	0	0	3,255,650	0	14,932,056	0	18,187,707
8	Raw Water - 24" CIPP Town Lake Lining	50%	Raw	50%	Enhancement	30,000	0	0	0	0	0	0	0	0	0	30,000
9	Raw Water - Transmission Line	100%	Raw	100%	New Infrastructure	500,000	10,450,000	38,220,875	0	0	0	0	0	0	0	49,170,875
10	WTP - Emergency GSTank Repair	0%	Treated	0%	Maintenance	360,000	0	0	0	0	0	0	0	0	0	360,000
11	Raw Water - Flushing Line to Town Lake	0%	Raw	0%	New Infrastructure	0	0	0	0	0	0	0	0	0	1,486,095	1,486,095
12	Equip - WTP Crew Vehicles (150/Ranger)	0%	Treated	0%	Equipment	26,000	0	49,141	0	53,663	0	58,602	0	63,995	0	251,401
13	Equip - WTP Fork Lift	0%	Treated	0%	Equipment	0	0	0	51,352	0	0	0	0	0	0	51,352
14	Equip - WTP Grounds Mowers	0%	Treated	0%	Equipment	0	0	13,104	0	0	0	0	0	17,065	0	30,170
15	South Tank Construction Carry over	100%	Treated	100%	New Infrastructure	1,400,000	0	0	0	0	0	0	0	0	0	1,400,000
16	Water Dist - SH60 CWWTP Water Line-	50%	Treated	50%	Enhancement	250,000	5,225,000	0	0	0	0	0	0	0	0	5,475,000
17	Water Dist - Water Meter Replacement	0%	Treated	0%	Maintenance	0	0	0	1,141,166	1,192,519	1,246,182	0	0	0	0	3,579,867
18	Water Dist - Master Plan & Model (CIP & Dev Reimb)	0%	Treated	0%	Planning	0	0	327,608	0	0	0	0	0	0	0	327,608
19	Water Dist - Annual Waterline Replacement	0%	Treated	0%	Maintenance	0	522,500	0	570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	7,056,532
20	Water Dist - Interconnect with Little Thompson	100%	Treated	100%	New Infrastructure	0	0	327,608	0	0	0	0	0	0	0	327,608
21	Facility - C&D Water	100%	Treated	100%	New Infrastructure	0	0	0	0	0	0	0	1,360,862	0	0	1,360,862
22	Equip - Water Hydrant Gutting Tool	0%	Treated	0%	Equipment	0	26,125	0	0	0	0	0	0	0	0	26,125
23	Equip - Water Mini Vac Trailer - Valves	0%	Treated	0%	Equipment	0	31,350	0	0	0	0	0	0	142,210	0	173,560
24	Equip - 1/2 C&D (Water)Shoring	0%	Treated	0%	Equipment	0	10,450	0	0	0	0	0	0	0	0	10,450
25	Equip - 1/2 C&D (Water) Locator	0%	Treated	0%	Equipment	0	0	6,552	6,847	7,155	7,477	7,814	8,165	8,533	8,917	61,459
26	Equip - 1/2 C&D (Water) Crew Vehicles (250)	0%	Treated	0%	Equipment	0	125,400	131,043	136,940	143,102	149,542	156,271	163,303	170,652	178,331	1,354,585
27	Equip - 1/2 C&D (Water) Emergency Utility Van	0%	Treated	0%	Equipment	0	0	0	0	59,626	0	0	0	0	0	59,626
28	Equip - 1/2 C&D (Water) Tandum Dump Truck	0%	Treated	0%	Equipment	0	0	0	0	0	0	130,226	0	0	0	130,226
29	Equip - 1/2 C&D (Water)Backhoe	0%	Treated	0%	Equipment	0	0	0	0	0	0	0	0	0	111,457	111,457
30	Equip - 1/2 C&D (Water) Mini Ex	0%	Treated	0%	Equipment	0	0	0	0	0	49,847	0	0	0	0	49,847
31	WTP R&R	0%	Treated	0%	Maintenance	0	0	0	1,526,310	1,766,836	2,045,109	2,367,379	2,740,367	5,970,525	3,897,610	20,314,136
32	Total Capital Improvement Progam (Including Inflation)					15,523,280	47,740,825	80,572,881	3,433,198	4,415,419	4,121,248	7,278,202	8,045,992	63,174,539	40,295,687	274,601,271
Funding Sources																
33	Bond Eligible					14,822,280	44,412,500	80,045,433	0	0	0	3,255,650	4,453,725	55,379,459	33,127,181	235,496,228
34	Cash Funded					701,000	3,328,325	527,448	3,433,198	4,415,419	4,121,248	4,022,551	3,592,267	7,795,080	7,168,506	39,105,043
Total						15,523,280	47,740,825	80,572,881	3,433,198	4,415,419	4,121,248	7,278,202	8,045,992	63,174,539	40,295,687	274,601,271

Table A-7

Town of Johnstown
Water Utility
2024 Test Year Revenue Requirement

Line No.	Description	Operating Expense	Capital Expense	Total
	Revenue Requirements			
1	Operating & Maintenance Expense	5,095,934		5,095,934
2	Repair & Replacement Capital		3,328,325	3,328,325
3	Transfer Out	0		0
4	Total Revenue Requirements	5,095,934 60.5%	3,328,325 39.5%	8,424,259
	Revenue Requirement Adjustments			
5	Miscellaneous Revenue	(375,000)		(375,000)
6	Municipal Water Sales (Raw and Potable)	(45,685)		(45,685)
7	Raw Water Irrigation Sales	(56,135)		(56,135)
8	Investment Income	(17,282)		(17,282)
9	Operating Reserve Increase (Decrease)	(571,017)	(372,951)	(943,968)
10	Subtotal Revenue Offsets	(1,065,119)	(372,951)	(1,438,070)
11	Net Revenue Requirement	4,030,814	2,955,374	6,986,189

Town of Johnstown
 Water Utility
 Non-Rate Revenue Functional Allocations

Table A-8

Line No.	Description	CAP/OP	Test Year 2024	Volume			Customer Related				All Other General
				Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect	Not Used	
Non-Rate Revenue											
1	HYDRANT RENTAL/BULK WATER	OP	235,000			100.0%					
2	WATER LEASE	OP	15,000	100.0%							
3	Miscellaneous	OP	125,000								100.0%
4	Municipal Water Sales (Raw and Potable)	OP	45,685	100.0%							
5	Raw Water Irrigation Sales	OP	56,135	100.0%							
6	Total Non-Rate Revenue		476,819								

Non-Rate Revenue											
1	HYDRANT RENTAL/BULK WATER	OP	235,000	-	-	235,000	-	-	-	-	-
2	WATER LEASE	OP	15,000	15,000	-	-	-	-	-	-	-
3	Miscellaneous	OP	125,000	-	-	-	-	-	-	-	125,000
4	Municipal Water Sales (Raw and Potable)	OP	45,685	45,685	-	-	-	-	-	-	-
5	Raw Water Irrigation Sales	OP	56,135	56,135	-	-	-	-	-	-	-
6	Total Non-Rate Revenue		476,819	116,819	0	235,000	0	0	0	0	125,000
7	Percent of Total			24.5%	0.0%	49.3%	0.0%	0.0%	0.0%	0.0%	26.2%

Table A-9

Town of Johnstown
Water Utility
FTE Allocation

Line No.	W/WW Split	Title	Salary	Adjusted Salary	Transmission/ Distribution	Meters	Billing/Customer Service	WTP Operations
1	100%	Water Meter Technician	61,750	61,750		100.0%		
2	50%	Water & Sewer System Operator 2	51,500	25,750	100.0%			
3	50%	Water & Sewer System Operator 2 - 2	54,800	27,400	100.0%			
4	50%	Water & Sewer System Operator 2 - 3	61,000	30,500	100.0%			
5	100%	Water Treatment Operator 2	60,500	60,500				100.0%
6	100%	Water Treatment Operator 2	59,400	59,400				100.0%
7	100%	Backflow and Water Quality	66,100	66,100	100.0%			
8	100%	Water Treatment Operator 3	66,500	66,500				100.0%
9	100%	Water Treatment Chief Operator	103,000	103,000				100.0%
10	100%	Water Treatment Superintendent	112,400	112,400				100.0%
11	50%	Water & Sewer System Superintendent	112,400	56,200				100.0%
12	50%	Utilities Director	151,000	75,500			100.0%	
13	100%	Admin	130,000	130,000			100.0%	
14		Total	1,090,350	875,000				
15	100%	Water Meter Technician		61,750	-	61,750	-	-
16	50%	Water & Sewer System Operator 2 - 1		25,750	25,750	-	-	-
17	50%	Water & Sewer System Operator 2 - 2		27,400	27,400	-	-	-
18	50%	Water & Sewer System Operator 2 - 3		30,500	30,500	-	-	-
19	100%	Water Treatment Operator 2		60,500	-	-	-	60,500
20	100%	Water Treatment Operator 2		59,400	-	-	-	59,400
21	100%	Backflow and Water Quality		66,100	66,100	-	-	-
22	100%	Water Treatment Operator 3		66,500	-	-	-	66,500
23	100%	Water Treatment Chief Operator		103,000	-	-	-	103,000
24	100%	Water Treatment Superintendent		112,400	-	-	-	112,400
25	50%	Water & Sewer System Superintendent		56,200	-	-	-	56,200
26	50%	Utilities Director		75,500	-	-	75,500	-
27	100%	Admin		130,000	-	-	130,000	-
28		Total		875,000	149,750	61,750	205,500	458,000
29		Net Annual FTE Allocation			17.1%	7.1%	23.5%	52.3%

Town of Johnstown
 Water Utility
 Allocation of Water System Assets And Annual Capital Costs

Line No.	Description	RCN	Volume		Customer Related					Total	
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect	Not Used		All Other General
Water System Assets											
1	Land	109,962	100.0%								100.0%
2	Source of Supply	5,437,795	100.0%								100.0%
3	Treatment	10,568,721	40.3%	59.7%							100.0%
4	Pump Station	404,777	40.3%	59.7%							100.0%
5	Treated Storage	18,701,476	26.8%	39.8%	33.3%						100.0%
6	Meters & Services	23,400				100.0%					100.0%
7	All Other General	4,092,069								100.0%	100.0%
8	Estimated T&D Main RC	233,366,429	26.8%	39.8%	33.3%						100.0%
8	Total	272,704,630									

Town of Johnstown
 Water Utility
 Allocation of Water System Assets
 And Annual Capital Costs

Line No.	Description	RCLD	Volume		Customer Related					Total	
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect	Not Used		All Other General
	Water System Assets										
1	Land	109,962	109,962	-	-	-	-	-	-	-	109,962
2	Source of Supply	5,437,795	5,437,795	-	-	-	-	-	-	-	5,437,795
3	Treatment	10,568,721	4,254,569	6,314,152	-	-	-	-	-	-	10,568,721
4	Pump Station	404,777	162,948	241,829	-	-	-	-	-	-	404,777
5	Treated Storage	18,701,476	5,019,006	7,448,644	6,233,825	-	-	-	-	-	18,701,476
6	Transmission Distribution	-	-	-	-	-	-	-	-	-	0
7	All Other General	4,092,069	-	-	-	-	-	-	-	4,092,069	4,092,069
8	Estimated T&D Main Replacement Cost	233,366,429	62,629,686	92,947,933	77,788,810	-	-	-	-	-	233,366,429
8	Total Water System Assets	272,704,630	77,613,967	106,952,559	84,022,635	23,400	0	0	0	4,092,069	272,704,630
9	Percent of Total		28.5%	39.2%	30.8%	0.0%	0.0%	0.0%	0.0%	1.5%	
10	All Other General Allocation, %		28.9%	39.8%	31.3%	0.0%	0.0%	0.0%			
11	All Other General Allocation, \$		1,182,379	1,629,325	1,280,009	356	0	0			
12	Net Allocated Capital Costs	2,955,374	853,937	1,176,731	924,448	257	0	0			

Town of Johnstown
Water Utility
Operation and Maintenance Expense Functional Category Allocations

Table A-10

Line No.	Fund	Fund Description	Account Description	Test Year	Source of Supply	Treatment	Unused	Unused	Transmission & Distribution	Customer Billing	Meters & Services	Public Fire	Not Used	All Other Infrastructure	All Other General	Total
				2024	%	%	%	%	%	%	%	%	%	%	%	
1	70	Water Fund	BILLING AND ADMINISTRATIVE	20,000						100.0%						100.0%
2	70	Water Fund	CHEMICALS	1,099,800		100.0%										100.0%
3	70	Water Fund	COMPENSATED ABSENCES	6,360		52.3%			17.1%	23.5%	7.1%					100.0%
4	70	Water Fund	COMPUTERS AND SOFTWARE	115,800											100.0%	100.0%
5	70	Water Fund	FUEL AND LUBRICANTS	18,060											100.0%	100.0%
6	70	Water Fund	GROUP INSURANCE	157,940		52.3%			17.1%	23.5%	7.1%					100.0%
7	70	Water Fund	HYDRANTS	50,000								100.0%				100.0%
8	70	Water Fund	INSURANCE	67,798										100.0%		100.0%
9	70	Water Fund	MAINTENANCE - BUILDINGS	5,300		100.0%										100.0%
10	70	Water Fund	MAINTENANCE - EQUIPMENT	191,760		60.0%			40.0%							100.0%
11	70	Water Fund	MAINTENANCE - INFRASTRUCTURE	149,850		60.0%			40.0%							100.0%
12	70	Water Fund	MAINTENANCE - VEHICLES	13,420		60.0%			40.0%							100.0%
13	70	Water Fund	MEMBERSHIPS & SUBSCRIPTIONS	2,700		50.0%			50.0%							100.0%
14	70	Water Fund	MISCELLANEOUS	202,000					100.0%							100.0%
15	70	Water Fund	OTHER CONTRACTUAL SERVICES	238,070											100.0%	100.0%
16	70	Water Fund	OVERTIME	36,305		65.0%			30.0%		5.0%					100.0%
17	70	Water Fund	PAYROLL TAXES	60,950		52.3%			17.1%	23.5%	7.1%					100.0%
18	70	Water Fund	POSTAGE	6,000						100.0%						100.0%
19	70	Water Fund	PRINTING AND ADVERTISING	18,656						90.0%					10.0%	100.0%
20	70	Water Fund	PROFESSIONAL SERVICES	203,520		50.0%			50.0%							100.0%
21	70	Water Fund	RETIREMENT CONTRIBUTION	93,068		52.3%			17.1%	23.5%	7.1%					100.0%
22	70	Water Fund	SALARIES	907,248		52.3%			17.1%	23.5%	7.1%					100.0%
23	70	Water Fund	SUPPLIES - FLEET	7,400		50.0%			50.0%							100.0%
24	70	Water Fund	SUPPLIES - GENERAL	8,000		50.0%			50.0%							100.0%
25	70	Water Fund	SUPPLIES - JANITORIAL	1,060		100.0%										100.0%
26	70	Water Fund	SUPPLIES - LAB	31,800		95.0%			5.0%							100.0%
27	70	Water Fund	SUPPLIES - OPERATIONAL	49,950		40.0%			60.0%							100.0%
28	70	Water Fund	SUPPLIES - SAFETY	8,480		50.0%			50.0%							100.0%
29	70	Water Fund	SUPPLIES - TRAINING	5,300		50.0%			50.0%							100.0%
30	70	Water Fund	SUPPLIES - VEHICLES	8,000		50.0%			50.0%							100.0%
31	70	Water Fund	TELEPHONE & INTERNET	12,720		50.0%			50.0%							100.0%
32	70	Water Fund	TRAVEL & TRAINING	9,785		52.3%			17.1%	23.5%	7.1%					100.0%
33	70	Water Fund	UNEMPLOYMENT TAXES	12,190		52.3%			17.1%	23.5%	7.1%					100.0%
34	70	Water Fund	UNIFORMS	6,795		50.0%			45.0%		5.0%					100.0%
35	70	Water Fund	UTILITIES	253,000		100.0%										100.0%
36	70	Water Fund	WATER ASSESSMENTS	226,000		100.0%										100.0%
37	70	Water Fund	WATER METERS	321,000							100.0%					100.0%
38	70	Water Fund	WATER SHARES	351,900		100.0%										100.0%
39	70	Water Fund	WORKERS COMPENSATION	22,949		52.3%			17.1%	23.5%	7.1%					100.0%
40	70	Water Fund	C&D Lead Water (2024) [1]	95,000					100.0%							100.0%
41	Total Operating & Maintenance Expense			5,095,934	577,900	2,442,435	0	0	830,017	341,174	412,815	50,000	0	67,798	373,796	5,095,934
42	Percent of Total				11.3%	47.9%	0.0%	0.0%	16.3%	6.7%	8.1%	1.0%	0.0%	1.3%	7.3%	100.0%
[1] 50% water and sewer																
43	Total Allocation				577,900	2,442,435	0	0	830,017	341,174	412,815	50,000	0	67,798	373,796	5,095,934
44	All Other Infrastructure Reallocation				15.0%	63.4%	0.0%	0.0%	21.6%							
45	Total All Other Infrastructure				10,176	43,007	0	0	14,615					(67,798)		-
46	All Other General Reallocation				12.4%	52.5%	0.0%	0.0%	17.8%	7.3%	8.9%	1.1%	0.0%			
47	Total Reallocated All Other General				46,412	196,155	0	0	66,660	27,400	33,154	4,016	0		(373,796)	0.0%
48	Total After Reallocation				634,488	2,681,596	0	0	911,291	368,574	445,969	54,016	0	0	0	5,095,934
49	%				12.5%	52.6%	0.0%	0.0%	17.9%	7.2%	8.8%	1.1%	0.0%	0.0%	0.0%	100.0%

Town of Johnstown
 Water Utility
 Allocation of O&M Expenses

Line No.	Description	Total	Volume		Customer Related					Total	
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect	Not Used		All Other General
Functional O&M											
1	Source of Supply	577,900	100.0%								100.0%
2	Treatment	2,442,435	54.6%	45.4%							100.0%
3	Transmission & Distribution	830,017	36.4%	30.2%	33.3%						100.0%
4	Customer Billing	341,174					100.0%				100.0%
5	Meters & Services	412,815				100.0%					100.0%
6	Public Fire	50,000		47.6%	52.4%						100.0%
7	All Other Infrastructure	67,798								100.0%	100.0%
8	All Other General	373,796								100.0%	100.0%
9	Total Functional O&M	5,095,934									

Town of Johnstown
 Water Utility
 Allocation of O&M Expenses

Table A-14

Line No.	Description	Total	Volume		Customer Related					Total	
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect	Not Used		All Other General
Functional O&M											
1	Source of Supply	577,900	577,900	0	0	0	0	0	0	0	577,900
2	Wells / Treatment	2,442,435	1,334,664	1,107,771	0	0	0	0	0	0	2,442,435
3	Transmission Mains	830,017	302,374	250,970	276,672	0	0	0	0	0	830,017
4	Customer Billing	341,174	0	0	0	341,174	0	0	0	0	341,174
5	Meters & Services	412,815	0	0	0	412,815	0	0	0	0	412,815
6	Public Fire	50,000	0	23,782	26,218	0	0	0	0	0	50,000
7	All Other Infrastructure	67,798	0	0	0	0	0	0	0	67,798	67,798
8	All Other General	373,796	0	0	0	0	0	0	0	373,796	373,796
9	Total Functional O&M	5,095,934	2,214,938	1,382,523	302,890	412,815	341,174	0	0	441,593	5,095,934
10	Percent of Total		43.5%	27.1%	5.9%	8.1%	6.7%	0.0%	0.0%	8.7%	
11	Allocation of Reserves	(571,017)	(248,192)	(154,917)	(33,940)	(46,257)	(38,230)	-	-	(49,482)	(571,017)
12	Allocation of Investment Income	(17,282)	(7,512)	(4,689)	(1,027)	(1,400)	(1,157)	-	-	(1,498)	(17,282)
13	Allocation of Misc Revenue	(476,819)	(116,819)	0	(235,000)	0	0	0	0	(125,000)	(476,819)
14	Total Functional O&M With Misc Revenue Offsets	4,030,814	1,842,415	1,222,918	32,923	365,158	301,787	0	0	265,613	4,030,814
15	All Other General Reallocation, %		48.9%	32.5%	0.9%	9.7%	8.0%	0.0%			
16	All Other General Reallocation, \$	265,613	129,972	86,270	2,323	25,760	21,289	0			
17	Net O&M Revenue Requirement	4,030,814	1,972,387	1,309,188	35,245	390,918	323,077	0			4,030,814

Town of Johnstown
 Water Utility
 Units of Service

Table A-15

Line No.	Customer Class	Water Use		Maximum Day Demand			Maximum Hour Demand			Bills	Common to All Equivalent Meters	
		Annual 1,000 gal	Average Day 1,000 gal	Demand Factor	Total Demand	Extra Demand	Demand Factor	Total Demand	Extra Demand		Capacity	Cost
1	Residential - In Town	632,030	1,732	4.66	8,063	6,331	6.98	12,094	4,031	70,627	70,627	70,627
2	Residential - Out of Town	2,348	6	4.66	30	24	6.98	45	15	197	197	197
3	Commercial - In Town	193,381	530	5.05	2,677	2,147	7.58	4,016	1,339	3,217	13,101	7,401
4	Commercial - Out of Town	3,024	8	5.05	42	34	7.58	63	21	36	573	274
5	Multifamily	31,048	85	2.66	226	141	3.99	340	113	743	3,462	2,101
6	Total	861,830	2,361		11,038	8,677		16,557	5,519	74,820	87,959	80,599

Town of Johnstown
Water Utility
Unit Costs of Service

Line No.	Description	Total	Volume		Customer Related					
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Not Used	Not Used	Not Used
Cost of Service										
1	Operation and Maintenance Expense	4,030,814	1,972,387	1,309,188	35,245	390,918	323,077	0	0	0
2	Capital Cost	2,955,374	853,937	1,176,731	924,448	257	0	0	0	0
3	Total Cost of Service	6,986,189	2,826,324	2,485,920	959,693	391,175	323,077	0	0	0
4	Percent of Total	100.0%	40.5%	35.6%	13.7%	5.6%	4.6%	0.0%	0.0%	0.0%
Units of Service										
	<u>Units</u>		<u>1,000 gal</u>	<u>gpd</u>	<u>gpd</u>	<u>Equivalent Meter Cost</u>	<u># Bills</u>	<u>Equivalent Meter Capacity</u>		
Total Units of Service										
5	Inside Town		856,458	8,620	5,483	80,128	74,587	87,190		
6	Outside Town	1.50	5,372	57	36	471	233	769		
7	Total Units of Service		861,830	8,677	5,519	80,599	74,820	87,959		
Unit Cost of Service										
8	Inside Town		\$3.27	\$285.56	\$173.33	\$4.84	\$4.31			
9	Outside Town		\$4.90	\$428.34	\$259.99	\$7.26	\$6.47			

Town of Johnstown
Water Utility
Customer Class Cost of Service

Line No.	Description	Total	Volume		Customer Related					
			Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Not Used	Not Used	Not Used
	Unit Cost of Service - \$/unit									
1	Inside Town		\$3.27	\$285.56	\$173.33	\$4.84	\$4.31	\$0.00	\$0.00	\$0.00
2	Outside Town		\$4.90	\$428.34	\$259.99	\$7.26	\$6.47	\$0.00	\$0.00	\$0.00
	Customer Class									
	Residential - In Town		\$7.24							
3	Units		632,030	6,331	4,031	70,627	70,627	70,627	70,627	70,627
4	Cost of Service - \$	\$5,219,157	\$2,066,268	\$1,807,889	\$698,724	\$341,778	\$304,498	\$0	\$0	\$0
	Residential - Out of Town		\$10.85							
5	Units		2,348	24	15	197	197	197	197	197
6	Cost of Service - \$	\$28,179	\$11,513	\$10,073	\$3,893	\$1,427	\$1,272	\$0	\$0	\$0
	Commercial - In Town		\$7.64							
7	Units		193,381	2,147	1,339	7,401	3,217	13,101	13,101	3,217
8	Cost of Service - \$	\$1,527,090	\$632,212	\$613,188	\$232,006	\$35,813	\$13,871	\$0	\$0	\$0
	Commercial - Out of Town		\$11.46							
9	Units		3,024	34	21	274	36	573	573	36
10	Cost of Service - \$	\$36,877	\$14,829	\$14,383	\$5,442	\$1,990	\$233	\$0	\$0	\$0
	Multifamily		\$5.20							
11	Units		31,048	141	113	2,101	743	3,462	3,462	743
12	Cost of Service - \$	\$174,886	\$101,502	\$40,385	\$19,628	\$10,167	\$3,203	\$0	\$0	\$0
13	Total Cost of Service	\$6,986,189	\$2,826,324	\$2,485,920	\$959,693	\$391,175	\$323,077	\$0	\$0	\$0

Table A-18

Town of Johnstown
 Water Utility
 Comparison of Cost of Service With Revenues Under Existing Rates

Line No.	Customer Class	Cost of Service	Revenue Under Existing Rates	Change - \$	Change - %
			-		
	Residential - In Town	5,219,157	4,080,833	1,138,324	28%
	Residential - Out of Town	28,179	22,376	5,803	26%
	Commercial - In Town	1,527,090	976,264	550,826	56%
	Commercial - Out of Town	36,877	37,192	(315)	-1%
	Multifamily	174,886	257,326	(82,440)	-32%
	Total	6,986,189	5,373,991	1,612,197	30%

Town of Johnstown
 Water Utility
 Comparison of Adjusted Cost of Service With Revenues Under Existing Rates

Line No.	Customer Class	Cost of Service	Multifamily Adjustment	Adjusted COS	Revenue Under Existing Rates	Change - \$	Change - %
1	Residential - In Town	5,219,157	(63,170)	5,155,987	4,080,833	1,075,154	26.3%
2	Residential - Out of Town	28,179	(341)	27,838	22,376	5,462	24.4%
3	Commercial - In Town	1,527,090	(18,483)	1,508,607	976,264	532,343	54.5%
4	Commercial - Out of Town	36,877	(446)	36,431	37,192	(761)	-2.0%
5	Multifamily	174,886	82,440	257,326	257,326	-	0.0%
6	Total System	6,986,189	0	6,986,189	5,373,991	1,612,197	30.0%

Town of Johnstown
Water Utility
Proposed Residential Rates

Table A-20

Meter Size Inches	Bills	S.C.	Revenue			
5/8 inch	70,627	\$29.69	\$2,097,055			
Total Service Charge Revenue			\$2,097,055			
Volume Rate Revenue Required			\$3,058,932			
Threshold	% Vol	Price Ratio	Cumulative Price Ratio	Volume	Rate	Revenue
5	41.8%		1.00	263,890	\$3.68	971,445
10	23.5%	1.15	1.15	148,679	4.23	629,423
15	14.9%	1.20	1.38	94,200	5.08	478,546
20	8.9%	1.25	1.73	56,289	6.35	357,442
25	5.0%	1.25	2.16	31,378	7.94	249,069
9999	5.9%	1.25	2.70	37,594	9.92	373,007
Total				632,030	\$4.84	3,058,932
				Rounded		
				263,890	\$3.69	973,756
				148,679	4.24	630,400
				94,200	5.09	479,477
				56,289	6.37	358,560
				31,378	7.96	249,770
				37,594	9.95	374,056
				632,030	\$4.85	3,066,018
				Over/Under Recovery 7,086		

Town of Johnstown
Water Utility
Multifamily Proposed Rates - Existing \$ per Unit Charge

Table A-21

Meter Size Inches	Bills	S.C.	Revenue		
# of Units x 12			13,552 \$14.85 \$201,197		
Total Service Charge Revenue			\$201,197		
Volume Rate Revenue Required			\$56,129		
Threshold	% Vol	Ratio	Volume	Rate	Revenue
100	92.6%	1.00	28,741	\$4.13	118,702
99999	7.4%	1.52	2,306	6.29	14,496
Total			31,048	\$4.29	133,198
				Rounded	
				28,741	\$4.13 118,702
				2,306	6.29 14,506
				31,048	133,208
				Over/Under Recovery 77,069	

Town of Johnstown
Water Utility
Proposed Commercial Rates

Table A-22

Meter Size Inches	Bills	S.C.	Revenue		
5/8 inch	1,079	\$29.69	\$32,027		
1 inch	1,061	\$50.48	\$53,570		
1.5 inch	540	\$98.01	\$52,915		
2 inch	475	\$157.39	\$74,743		
3 inch	49	\$347.44	\$16,943		
4 inch	14	\$623.62	\$8,689		
6 inch	0	\$1,285.73	\$0		
Total Service Charge Revenue			\$238,887		
Volume Rate Revenue Required			\$1,269,720		
Threshold	% Vol	Ratio	Volume	Rate	Revenue
All Usage	100.0%	1.00	193,381	\$6.57	1,269,720
Total			193,381	\$6.57	1,269,720
				Rounded	
				193,381	6.57 1,270,512
				193,381	1,270,512
				Over/Under Recovery 793	

APPENDIX B:

Sewer Utility Financial Plan

Town of Johnstown
Sewer Utility
Decision Criteria Dashboard

Table B-1

OPERATING FUND	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Months Increase is Effective in First Year	0	12	12	12	12	12	12	12	12	12
Annualized Percentage Increase	0.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Cumulative Increase	0.0%	15.0%	32.3%	52.1%	52.1%	52.1%	52.1%	52.1%	52.1%	52.1%
Transfer from General Fund	0	0	0	0	0	0	0	0	0	0
Transfer to Capital Fund	0	0	0	0	0	0	0	0	0	3,200,000
Raftelis Recommended Target (Greater of Operating and Depreciation Expense or \$2.0M)										
Operating Fund Ending Balance	2,997,839	3,543,712	4,062,184	4,792,807	4,430,134	5,098,255	5,092,130	5,860,726	6,146,446	3,192,673
Target Fund Balance	2,000,000	2,010,000	2,280,000	2,380,000	2,490,000	2,660,000	2,800,000	2,950,000	3,070,000	3,210,000
Over/(Under) Target	997,839	1,533,712	1,782,184	2,412,807	1,940,134	2,438,255	2,292,130	2,910,726	3,076,446	(17,327)
CAPITAL EXPANSION FUND										
Transfer from General Fund	50,000,000	0	0	0	0	0	0	0	0	0
Transfer to Operating Fund	0	0	0	0	0	0	0	0	0	0
Revenue Bond Issuance Proceeds	0	0	0	0	0	0	0	0	0	21,500,000
Future State Loans	0	0	0	0	0	0	0	0	0	0
State Loans Already Issued	0	0	0	0	0	0	0	0	0	0
Growth-Related Capital	35,500,000	43,367,500	13,104,300	1,312,341	1,252,145	62,309	65,113	1,428,905	14,292,111	29,796,208
Ending Capital Fund Balance	60,936,211	22,939,036	13,367,769	15,583,641	16,931,856	19,489,252	22,071,539	20,681,834	6,347,473	6,965
Combined Sewer Enterprise Fund										
Combined Sewer Fund Ending Balance	63,934,050	26,482,748	17,429,953	20,376,448	21,361,989	24,587,507	27,163,669	26,542,560	12,493,919	3,199,638
Raftelis Recommended Target (Greater of Operating and Depreciation Expense or \$2.0M)										
Greater of Operating and Depreciation Expense or \$2.0M	2,000,000	2,010,000	2,280,000	2,380,000	2,490,000	2,660,000	2,800,000	2,950,000	3,070,000	3,210,000
Over/(Under) Target	61,934,050	24,472,748	15,149,953	17,996,448	18,871,989	21,927,507	24,363,669	23,592,560	9,423,919	(10,362)
Debt Service Coverage										
Including Tap Fee Revenue	3.46	3.26	2.57	2.88	2.59	2.57	2.60	1.36	1.38	1.16
Excluding Tap Fee Revenue	0.98	0.47	0.34	0.64	0.70	0.68	0.70	0.38	0.41	0.35

Town of Johnstown
Sewer Utility
Combined Water Enterprise Fund

Table B-1

Line No.	Description	Budget					Projected				
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	
Sources of Funds											
1	Revenue from Existing Water Service Rates	3,121,395	3,336,407	3,567,307	3,815,356	4,081,923	4,368,494	4,676,683	5,008,246	5,365,089	5,749,287
2	Additional Water Sales Revenue Required	0	500,461	1,150,457	1,987,324	2,126,172	2,275,439	2,435,967	2,608,670	2,794,541	2,994,660
3	Total Water Service Rate Revenue	3,121,395	3,836,868	4,717,764	5,802,680	6,208,094	6,643,933	7,112,651	7,616,916	8,159,630	8,743,947
4	Miscellaneous Revenue	45,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000
5	Municipal Sewer Sales	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154
6	Tap Fees	6,835,000	7,687,975	6,121,399	6,148,356	5,205,682	5,206,000	5,206,000	5,206,000	5,206,000	5,206,000
7	Future State Loans	0	0	0	0	0	0	0	0	0	0
8	Transfer From General Fund	50,000,000	0	0	0	0	0	0	0	0	0
9	Investment Income	1,850,000	500,000	219,378	188,846	208,506	229,562	258,566	268,379	194,950	46,510
10	Revenue Bond Issuance Proceeds	0	0	0	0	0	0	0	0	0	21,500,000
11	Total Sources	61,888,549	12,086,998	11,121,695	12,204,037	11,687,437	12,145,649	12,644,371	13,159,449	13,629,735	35,566,612
Uses of Funds											
12	Operation and Maintenance Expense	2,315,710	3,063,525	4,015,271	4,254,815	4,516,237	5,028,921	5,457,809	5,867,395	6,202,536	6,554,657
Debt Service											
13	Existing - Bonds/Loans	2,763,150	2,767,650	2,769,900	2,764,900	2,767,900	2,768,400	2,766,400	2,766,900	2,769,650	2,769,400
14	Proposed - Bonds/Loans	0	0	0	0	0	0	0	2,613,700	2,613,700	3,680,900
15	Total Debt Service	2,763,150	2,767,650	2,769,900	2,764,900	2,767,900	2,768,400	2,766,400	5,380,600	5,383,350	6,450,300
16	Total Capital	35,575,000	43,707,125	13,389,319	2,237,827	3,417,758	1,122,810	1,844,000	2,532,564	16,092,491	31,855,935
17	Total Uses	40,653,860	49,538,300	20,174,490	9,257,541	10,701,896	8,920,131	10,068,210	13,780,559	27,678,376	44,860,892
18	Annual Surplus (Deficiency)	21,234,689	(37,451,302)	(9,052,795)	2,946,495	985,541	3,225,518	2,576,162	(621,109)	(14,048,641)	(9,294,281)
19	Beginning Balance	42,699,361	63,934,050	26,482,748	17,429,953	20,376,448	21,361,989	24,587,507	27,163,669	26,542,560	12,493,919
20	Ending Balance	63,934,050	26,482,748	17,429,953	20,376,448	21,361,989	24,587,507	27,163,669	26,542,560	12,493,919	3,199,638
<i>Greater of Operating and Depreciation Expense or \$2.0 M</i>											
21	Operations and Maintenance (90 Days O&M)	580,000	770,000	1,000,000	1,060,000	1,130,000	1,260,000	1,360,000	1,470,000	1,550,000	1,640,000
22	Capital Reserve (1-year Depreciation Expense)	1,200,000	1,240,000	1,280,000	1,320,000	1,360,000	1,400,000	1,440,000	1,480,000	1,520,000	1,570,000
23	Total	1,780,000	2,010,000	2,280,000	2,380,000	2,490,000	2,660,000	2,800,000	2,950,000	3,070,000	3,210,000
24	Reserve Target	2,000,000	2,010,000	2,280,000	2,380,000	2,490,000	2,660,000	2,800,000	2,950,000	3,070,000	3,210,000
25	Over/(Under) Proposed Reserve Target	61,934,050	24,472,748	15,149,953	17,996,448	18,871,989	21,927,507	24,363,669	23,592,560	9,423,919	(10,362)
26	Annualized Water Service Revenue Increase	0.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Debt Service Coverage											
27	Including Tap Fee Revenue	3.46	3.26	2.57	2.88	2.59	2.57	2.60	1.36	1.38	1.16
28	Excluding Tap Fee Revenue	0.98	0.47	0.34	0.64	0.70	0.68	0.70	0.38	0.41	0.35

Town of Johnstown
Sewer Utility
Capital Expansion Fund Cash Flow Analysis

Table B-2

Line No.	Description	Budget		Projected							
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds											
1	Tap Fees	6,835,000	7,687,975	6,121,399	6,148,356	5,205,682	5,206,000	5,206,000	5,206,000	5,206,000	5,206,000
2	Investment Income	1,665,000	450,000	181,534	144,757	162,577	182,106	207,800	213,800	135,100	0
3	Transfer from General Fund	50,000,000	0	0	0	0	0	0	0	0	0
4	Transfer from Operating Fund	0	0	0	0	0	0	0	0	0	3,200,000
5	State Loan Proceeds	0	0	0	0	0	0	0	0	0	0
6	Revenue Bond Issuance Proceeds	0	0	0	0	0	0	0	0	0	21,500,000
7	Total Sources	58,500,000	8,137,975	6,302,933	6,293,114	5,368,259	5,388,106	5,413,800	5,419,800	5,341,100	29,906,000
Uses of Funds											
8	Capital Projects	35,500,000	43,367,500	13,104,300	1,312,341	1,252,145	62,309	65,113	1,428,905	14,292,111	29,796,208
9	Transfer To Operating Fund	0	0	0	0	0	0	0	0	0	0
Debt Service											
10	Existing	2,763,150	2,767,650	2,769,900	2,764,900	2,767,900	2,768,400	2,766,400	2,766,900	2,769,650	2,769,400
11	Proposed	0	0	0	0	0	0	0	0	0	1,067,200
12	Intrafund Loan Payment	0	0	0	0	0	0	0	2,613,700	2,613,700	2,613,700
13	Total Uses	38,263,150	46,135,150	15,874,200	4,077,241	4,020,045	2,830,709	2,831,513	6,809,505	19,675,461	36,246,508
14	Annual Surplus (Deficiency)	20,236,850	(37,997,175)	(9,571,267)	2,215,872	1,348,214	2,557,396	2,582,287	(1,389,705)	(14,334,361)	(6,340,508)
15	Beginning Balance	40,699,361	60,936,211	22,939,036	13,367,769	15,583,641	16,931,856	19,489,252	22,071,539	20,681,834	6,347,473
16	Ending Balance	60,936,211	22,939,036	13,367,769	15,583,641	16,931,856	19,489,252	22,071,539	20,681,834	6,347,473	6,965

Town of Johnstown
Sewer Utility
Operating Fund Cash Flow Analysis

Table B-3

Line No.	Description	Budget		Projected							
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds											
1	Revenue from Existing Sewer Rates	3,121,395	3,336,407	3,567,307	3,815,356	4,081,923	4,368,494	4,676,683	5,008,246	5,365,089	5,749,287
2	Additional Service Revenue Required	0	500,461	1,150,457	1,987,324	2,126,172	2,275,439	2,435,967	2,608,670	2,794,541	2,994,660
3	Total Sewer Service Rate Revenue	3,121,395	3,836,868	4,717,764	5,802,680	6,208,094	6,643,933	7,112,651	7,616,916	8,159,630	8,743,947
4	Miscellaneous Revenue	45,000	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000
6	Municipal Sewer Sales	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154	37,154
7	Transfer from Capital Fund	0	0	0	0	0	0	0	0	0	0
8	Investment Income	185,000	50,000	37,844	44,089	45,929	47,456	50,766	54,579	59,850	46,510
9	Total Sources	3,388,549	3,949,023	4,818,762	5,910,923	6,319,178	6,757,543	7,230,571	7,739,649	8,288,635	8,860,612
Uses of Funds											
10	Operation and Maintenance Expense	2,315,710	3,063,525	4,015,271	4,254,815	4,516,237	5,028,921	5,457,809	5,867,395	6,202,536	6,554,657
11	Transfer to Capital Fund	0	0	0	0	0	0	0	0	0	3,200,000
12	Repair and Replacement Projects	75,000	339,625	285,019	925,486	2,165,614	1,060,501	1,778,887	1,103,659	1,800,379	2,059,728
13	Total Uses of Funds	2,390,710	3,403,150	4,300,290	5,180,300	6,681,851	6,089,422	7,236,697	6,971,054	8,002,915	11,814,385
14	Annual Surplus (Deficiency)	997,839	545,873	518,472	730,623	(362,673)	668,122	(6,125)	768,596	285,720	(2,953,773)
15	Beginning Balance	2,000,000	2,997,839	3,543,712	4,062,184	4,792,807	4,430,134	5,098,255	5,092,130	5,860,726	6,146,446
16	Ending Balance	2,997,839	3,543,712	4,062,184	4,792,807	4,430,134	5,098,255	5,092,130	5,860,726	6,146,446	3,192,673
<hr/>											
<i>Greater of Operating and Depreciation Expense or \$2.0 M</i>											
17	<i>Operations and Maintenance (90 Days O&M)</i>	<i>580,000</i>	<i>770,000</i>	<i>1,000,000</i>	<i>1,060,000</i>	<i>1,130,000</i>	<i>1,260,000</i>	<i>1,360,000</i>	<i>1,470,000</i>	<i>1,550,000</i>	<i>1,640,000</i>
18	<i>Capital Reserve (1-year Depreciation Expense)</i>	<i>1,200,000</i>	<i>1,240,000</i>	<i>1,280,000</i>	<i>1,320,000</i>	<i>1,360,000</i>	<i>1,400,000</i>	<i>1,440,000</i>	<i>1,480,000</i>	<i>1,520,000</i>	<i>1,570,000</i>
19	Total	1,780,000	2,010,000	2,280,000	2,380,000	2,490,000	2,660,000	2,800,000	2,950,000	3,070,000	3,210,000
20	<i>Reserve Target</i>	<i>2,000,000</i>	<i>2,010,000</i>	<i>2,280,000</i>	<i>2,380,000</i>	<i>2,490,000</i>	<i>2,660,000</i>	<i>2,800,000</i>	<i>2,950,000</i>	<i>3,070,000</i>	<i>3,210,000</i>
20	Over/(Under) Proposed Reserve Target	997,839	1,533,712	1,782,184	2,412,807	1,940,134	2,438,255	2,292,130	2,910,726	3,076,446	(17,327)
21	Annual Sewer Revenue Increase	0.0%	15.0%	15.0%	15.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Town of Johnstown
Sewer Utility
Budget & Projected Operation and Maintenance Expense

Table B-4

Line No.	Account Description	Inflation Coding	Budget	Projected									
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
1	BILLING AND ADMINISTRATIVE	MO	20,000	20,000	21,200	22,500	23,900	25,300	26,800	28,400	30,100	31,900	
2	CHEMICALS	C	200,000	256,000	265,000	274,300	283,900	293,800	304,100	314,700	325,700	337,100	
3	CHEMICALS	C	15,000	0	0	0	0	0	0	0	0	0	
4	NEW LOW POINT WWTP - CHEMICALS	C	0	105,916	163,660	229,154	299,032	373,521	452,858	537,291	627,079	722,494	
5	NEW CENTRAL WWTP - CHEMICALS	C	0	0	241,118	272,341	314,189	358,633	405,804	455,837	508,875	565,067	
6	COMPENSATED ABSENCES	E	4,500	4,800	5,000	5,200	5,400	5,600	5,800	6,000	6,200	6,400	
7	COMPENSATED ABSENCES	E	1,500	1,600	1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	
9	COMPUTERS AND SOFTWARE	MO	500	9,000	9,500	10,100	10,700	11,300	12,000	12,700	13,500	14,300	
10	FUEL & LUBRICANTS	MO	9,000	9,800	10,400	11,000	11,700	12,400	13,100	13,900	14,700	15,600	
11	FUEL & LUBRICANTS	MO	5,000	9,300	9,900	10,500	11,100	11,800	12,500	13,300	14,100	14,900	
12	GROUP INSURANCE	E	19,400	21,300	22,200	23,100	24,000	25,000	26,000	27,000	28,100	29,200	
13	GROUP INSURANCE	E	48,250	53,100	55,200	57,400	59,700	62,100	64,600	67,200	69,900	72,700	
14	GROUP INSURANCE	E	33,500	36,900	38,400	39,900	41,500	43,200	44,900	46,700	48,600	50,500	
15	INSURANCE	O	55,000	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	
16	MAINTENANCE - BUILDINGS	MO	7,500	3,800	4,000	4,200	4,500	4,800	5,100	5,400	5,700	6,000	
17	MAINTENANCE - EQUIPMENT	MO	90,000	47,700	50,600	53,600	56,800	60,200	63,800	67,600	71,700	76,000	
18	MAINTENANCE - EQUIPMENT	MO	5,000	6,000	6,400	6,800	7,200	7,600	8,100	8,600	9,100	9,600	
19	MAINTENANCE - INFRASTRUCTURE	MO	25,000	69,800	74,000	78,400	83,100	88,100	93,400	99,000	104,900	111,200	
20	MAINTENANCE - INFRASTRUCTURE	MO	100,000	75,600	80,100	84,900	90,000	95,400	101,100	107,200	113,600	120,400	
21	MAINTENANCE - VEHICLES	MO	3,000	6,800	7,200	7,600	8,100	8,600	9,100	9,600	10,200	10,800	
22	MAINTENANCE - VEHICLES	MO	3,000	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	
23	MEMBERSHIPS & SUBSCRIPTIONS	O	1,350	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	
24	MEMBERSHIPS & SUBSCRIPTIONS	O	1,350	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	
25	MISCELLANEOUS	O	500	0	0	0	0	0	0	0	0	0	
26	OTHER CONTRACTUAL SERVICES	PS	55,700	68,800	71,600	74,500	77,500	80,600	83,800	87,200	90,700	94,300	
27	OTHER CONTRACTUAL SERVICES	PS	379,000	203,800	212,000	220,500	229,300	238,500	248,000	257,900	268,200	278,900	
28	OTHER CONTRACTUAL SERVICES	PS	127,000	181,900	189,200	196,800	204,700	212,900	221,400	230,300	239,500	249,100	
29	OVERTIME	E	500	500	500	500	500	500	500	500	500	500	
30	OVERTIME	E	23,250	24,600	25,600	26,600	27,700	28,800	30,000	31,200	32,400	33,700	
31	OVERTIME	E	10,500	11,100	11,500	12,000	12,500	13,000	13,500	14,000	14,600	15,200	
32	PAYROLL TAXES	E	7,100	7,500	7,800	8,100	8,400	8,700	9,000	9,400	9,800	10,200	
33	PAYROLL TAXES	E	19,100	20,200	21,000	21,800	22,700	23,600	24,500	25,500	26,500	27,600	
34	PAYROLL TAXES	E	9,500	10,100	10,500	10,900	11,300	11,800	12,300	12,800	13,300	13,800	
35	POSTAGE	MO	500	500	500	500	500	500	500	500	500	500	
36	POSTAGE	MO	250	1,300	1,400	1,500	1,600	1,700	1,800	1,900	2,000	2,100	
37	PRINTING & ADVERTISING	MO	15,500	16,400	17,400	18,400	19,500	20,700	21,900	23,200	24,600	26,100	
38	PRINTING & ADVERTISING	MO	500	500	500	500	500	500	500	500	500	500	
39	PRINTING & ADVERTISING	MO	500	500	500	500	500	500	500	500	500	500	
40	PROFESSIONAL SERVICES	MO	20,000	10,000	10,600	11,200	11,900	12,600	13,400	14,200	15,100	16,000	
41	PROFESSIONAL SERVICES	MO	20,000	10,000	10,600	11,200	11,900	12,600	13,400	14,200	15,100	16,000	
42	RENTS	MO	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	8,500	
43	RETIREMENT CONTRIBUTION	E	10,900	11,600	12,100	12,600	13,100	13,600	14,100	14,700	15,300	15,900	
44	RETIREMENT CONTRIBUTION	E	29,900	59,800	62,200	64,700	67,300	70,000	72,800	75,700	78,700	81,800	
45	RETIREMENT CONTRIBUTION	E	13,200	14,000	14,600	15,200	15,800	16,400	17,100	17,800	18,500	19,200	
46	SALARIES	E	95,800	101,500	105,600	109,800	114,200	118,800	123,600	128,500	133,600	138,900	
47	SALARIES	E	243,000	464,100	482,700	502,000	522,100	543,000	564,700	587,300	610,800	635,200	

Town of Johnstown
Sewer Utility
Budget & Projected Operation and Maintenance Expense

Table B-4

Line No.	Account Description	Inflation Coding	Budget	Projected									
			2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
			\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
48	SALARIES	E	111,400	170,400	177,200	184,300	191,700	199,400	207,400	215,700	224,300	233,300	
49	SUPPLIES - BUILDING	MO	3,500	2,500	2,700	2,900	3,100	3,300	3,500	3,700	3,900	4,100	
50	SUPPLIES - FLEET	MO	1,000	7,200	7,600	8,100	8,600	9,100	9,600	10,200	10,800	11,400	
51	SUPPLIES - GENERAL	MO	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	8,500	
52	SUPPLIES - GENERAL	MO	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	8,500	
53	SUPPLIES - JANITORIAL	MO	1,500	1,600	1,700	1,800	1,900	2,000	2,100	2,200	2,300	2,400	
54	SUPPLIES - LAB	MO	12,000	8,100	8,600	9,100	9,600	10,200	10,800	11,400	12,100	12,800	
55	SUPPLIES - OFFICE	MO	250	1,500	1,600	1,700	1,800	1,900	2,000	2,100	2,200	2,300	
56	SUPPLIES - OPERATIONAL	MO	15,000	15,000	15,900	16,900	17,900	19,000	20,100	21,300	22,600	24,000	
57	SUPPLIES - OPERATIONAL	MO	15,000	20,000	21,200	22,500	23,900	25,300	26,800	28,400	30,100	31,900	
58	SUPPLIES - SAFETY	MO	1,500	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	
59	SUPPLIES - SAFETY	MO	6,500	3,300	3,500	3,700	3,900	4,100	4,300	4,600	4,900	5,200	
60	SUPPLIES - TRAINING	MO	2,500	1,300	1,400	1,500	1,600	1,700	1,800	1,900	2,000	2,100	
61	SUPPLIES - TRAINING	MO	2,500	1,300	1,400	1,500	1,600	1,700	1,800	1,900	2,000	2,100	
62	SUPPLIES - VEHICLES	MO	2,000	5,000	5,300	5,600	5,900	6,300	6,700	7,100	7,500	8,000	
63	TELEPHONE & INTERNET	MO	9,700	25,500	27,000	28,600	30,300	32,100	34,000	36,000	38,200	40,500	
64	TELEPHONE & INTERNET	MO	3,750	4,000	4,200	4,500	4,800	5,100	5,400	5,700	6,000	6,400	
65	TRAVEL & TRAINING	SD	4,500	7,000	7,200	7,400	7,600	7,800	8,000	8,200	8,400	8,700	
66	TRAVEL & TRAINING	SD	4,500	7,200	7,400	7,600	7,800	8,000	8,200	8,400	8,700	9,000	
67	UNEMPLOYMENT TAXES	E	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	
68	UNEMPLOYMENT TAXES	E	5,200	5,500	5,700	5,900	6,100	6,300	6,600	6,900	7,200	7,500	
69	UNEMPLOYMENT TAXES	E	3,500	3,700	3,800	4,000	4,200	4,400	4,600	4,800	5,000	5,200	
70	UNIFORMS	E	2,000	3,900	4,100	4,300	4,500	4,700	4,900	5,100	5,300	5,500	
71	UNIFORMS	E	2,000	3,900	4,100	4,300	4,500	4,700	4,900	5,100	5,300	5,500	
72	UTILITIES	MO	315,000	333,900	353,900	375,100	397,600	421,500	446,800	473,600	502,000	532,100	
73	NEW LOW POINT WWTP - UTILITIES	U	0	289,909	295,707	301,621	307,654	428,350	436,917	445,655	454,569	463,660	
74	NEW CENTRAL WWTP - UTILITIES	U	0	0	380,586	388,198	395,962	403,881	544,131	555,013	566,113	577,436	
75	WORKERS COMPENSATION	E	1,250	1,300	1,400	1,500	1,600	1,700	1,800	1,900	2,000	2,100	
76	WORKERS COMPENSATION	E	21,200	22,500	23,400	24,300	25,300	26,300	27,400	28,500	29,600	30,800	
77	WORKERS COMPENSATION	E	3,700	3,900	4,100	4,300	4,500	4,700	4,900	5,100	5,300	5,500	
78	WWTP Maintenance (2025)	E	0	0	78,000	81,100	84,300	87,700	91,200	94,800	98,600	102,500	
79	Admin (2025)	E	0	0	70,200	73,000	75,900	78,900	82,100	85,400	88,800	92,400	
80	C&D Lead Sewer (2028)	E	0	0	0	0	0	122,835	127,700	132,800	138,100	143,600	
81	C&D Operator Sewer (2030)	E	0	0	0	0	0	0	0	94,899	98,700	102,600	
82	On-Call Engineering (O&M)	E	0	25,000	26,000	27,000	28,100	29,200	30,400	31,600	32,900	34,200	
83	SCADA Maintenance (O&M)	E	0	15,000	15,600	16,200	16,800	17,500	18,200	18,900	19,700	20,500	
84	Total Budget and Projected O&M		2,315,710	3,063,525	4,015,271	4,254,815	4,516,237	5,028,921	5,457,809	5,867,395	6,202,536	6,554,657	

Town of Johnstown
Sewer Utility
Capital Improvement Program Including Inflation

Table B-6

		Annual Inflation										10-Year		
		0.0%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	Total	
		Cumulative Inflation												
Line No.	Title	Growth Related	Bond Eligible	Projected										10-Year Total
				2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	
		\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$												
1	WWTP - Central Plant (D&C)	100%	100%	10,000,000	27,692,500	13,104,300	0	0	0	0	0	7,110,503	14,860,951	72,768,254
2	WWTP - Low Point Retrofit (D&C)	100%	100%	11,000,000	2,090,000	0	0	0	0	0	0	7,110,503	14,860,951	35,061,454
3	WWTP - Low Point Admin Retrofit	100%	100%	0	0	0	228,233	0	0	0	0	0	0	228,233
4	WWTP - Central Lagoon Decommission	100%	100%	0	0	0	570,583	1,192,519	0	0	0	0	0	1,763,102
5	Equip - WWTP Fork Lift	0%	0%	0	47,025	49,141	0	0	0	0	0	0	0	96,166
6	Equip - WWTP Crew Vehicles (150/Ranger)	0%	0%	0	47,025	0	51,352	0	56,078	0	61,239	0	66,874	282,569
7	Sewer Coll - Master Plan and Model	100%	100%	0	0	0	456,466	0	0	0	0	0	0	456,466
8	Sewer Coll - Sewer Inspection & Cleaning	0%	0%	75,000	156,750	163,804	171,175	178,878	186,927	195,339	204,129	213,315	222,914	1,768,231
9	Sewer Coll - North Interceptor Project	100%	100%	14,000,000	13,585,000	0	0	0	0	0	0	0	0	27,585,000
10	Sewer Coll - Central Ph 2 Project	100%	100%	500,000	0	0	0	0	0	0	0	0	0	500,000
11	Sewer Coll - Annual Sewer Rehab Project	0%	0%	0	0	0	570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	6,534,032
12	Sewer Coll - Interceptor Oversizing	50%	50%	0	0	0	114,117	119,252	124,618	130,226	136,086	142,210	148,610	915,118
13	Facility - C&D Sewer	100%	100%	0	0	0	0	0	0	0	1,360,862	0	0	1,360,862
14	Equip - Sewer Emergency Pump	0%	0%	0	15,675	0	0	0	0	0	0	0	0	15,675
15	Equip - 1/2 C&D (Water)Shoring	0%	0%	0	10,450	0	0	0	0	0	0	0	0	10,450
16	Equip - 1/2 C&D (Water) Locator	0%	0%	0	0	6,552	6,847	7,155	7,477	7,814	8,165	8,533	8,917	61,459
17	Equip - 1/2 C&D (Sewer) Crew Vehicles (250)	0%	0%	0	62,700	65,522	68,470	71,551	74,771	78,136	81,652	85,326	89,166	677,293
18	Equip - 1/2 C&D (Sewer) Emergency Utility Van	0%	0%	0	0	0	0	59,626	0	0	0	0	0	59,626
19	Equip - 1/2 C&D (Sewer) Tandum Dump Truck	0%	0%	0	0	0	0	0	0	130,226	0	0	0	130,226
20	Equip - 1/2 C&D (Sewer) Backhoe	0%	0%	0	0	0	0	0	0	0	0	0	111,457	111,457
21	Equip - 1/2 C&D (Sewer) Mini Ex	0%	0%	0	0	0	0	0	49,847	0	0	0	0	49,847
22	Equip - 1/2 Vac Truck (Sewer, Storm)	0%	0%	0	0	0	0	0	0	0	0	0	743,048	743,048
23	Equip - Sewer CCTV Inspection Vehicle	0%	0%	0	0	0	0	596,259	0	0	0	0	0	596,259
24	Total CIP Including Inflation			35,575,000	43,707,125	13,389,319	2,237,827	3,417,758	1,122,810	1,844,000	2,532,564	16,092,491	31,855,935	151,774,829
CIP Summary														
25	Operating Fund - Repair and Replacement			75,000	339,625	285,019	925,486	2,165,614	1,060,501	1,778,887	1,103,659	1,800,379	2,059,728	11,593,897
26	Water Action Plan Fund - Growth			35,500,000	43,367,500	13,104,300	1,312,341	1,252,145	62,309	65,113	1,428,905	14,292,111	29,796,208	140,180,931
27	Total Capital Improvement Program			35,575,000	43,707,125	13,389,319	2,237,827	3,417,758	1,122,810	1,844,000	2,532,564	16,092,491	31,855,935	151,774,829
	Check			0	0	0	0	0	0	0	0	0	0	0
Funding Sources														
	Bond Eligible			35,500,000	43,367,500	13,104,300	1,312,341	1,252,145	62,309	65,113	1,428,905	14,292,111	29,796,208	140,180,931
	Cash Funded			75,000	339,625	285,019	925,486	2,165,614	1,060,501	1,778,887	1,103,659	1,800,379	2,059,728	11,593,897
	Total			35,575,000	43,707,125	13,389,319	2,237,827	3,417,758	1,122,810	1,844,000	2,532,564	16,092,491	31,855,935	151,774,829

Town of Johnstown
Sewer Utility
Existing and Proposed Rates

Table B-7

Customer Class	Existing Rate	Proposed Rate
Commercial		
Base Rate, \$ per Bill	\$34.79	\$40.01
Volume Rate, \$ per 1,000 gallons*	\$4.00	\$4.60
Residential		
Base Rate, \$ per Bill	\$34.79	\$40.01
Multifamily		
Base Rate, \$ per Unit per Bill	\$34.79	\$40.01

*Based on winter water use (Dec - Feb)

Town of Johnstown

Water and Sewer Rate and Fee Study

September 11, 2023



1



Agenda

-  Study goals and objectives
-  Financial Plan
-  Cost of Service
-  Pricing objectives
-  Rate structures
-  Tap fees

2

The Town's rates and fees must:

- Fund Operations
- Fund Capital Projects
- Maintain Reserves
- Fund Growth
- Ensure Cost Recovery

3

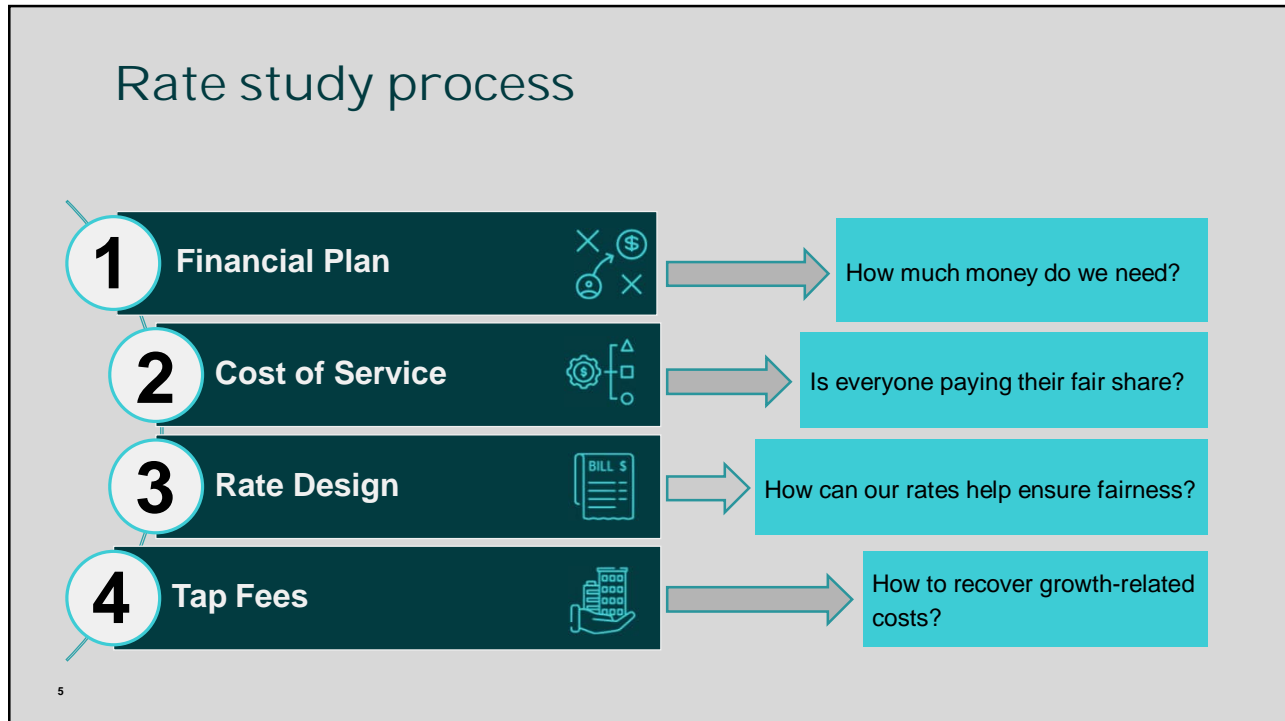
3

How we'll get there

- Fund Operations
- Fund Capital Projects
- Maintain Reserves and DSC
- Fund Growth
- Ensure Cost Recovery
- Financial Plan
- Cost of Service
- Rate Design
- Tap Fees


4

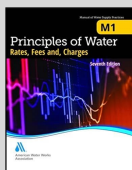
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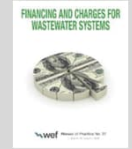



5

Guided by industry-standard financial planning and rate-setting approaches



 American Water Works Association,
Manual M-1, Principles of Rates, Fees, and Charges

 Water Environment Federation
Financing and Charges for Wastewater Systems

 Raftelis Financial Consultants
Water and Wastewater Finance and Pricing

6

6

Legal foundation
Court cases that helped shaped rate-setting principles and practices

- Proper authority
- Reasonableness
- Pricing principles
- Rate methodology standards

Case	Topic	Year
Smith v Ames	Fair value	1898
Bluefield Water Works	Reasonable returns	1923
Hope Natural Gas	Capital costs	1944
Durant	Fairness	1940
Nolan	Rational nexus	1978
Pompano Beach	Sufficient evidence	1980
Burba	Taxation fee	1988
Dolan	Proportionality	1994
Brydon	Conservation	1994
Colorado Court Rulings		
Cottrell v. City County Denver	Charter authority	1981
Bennett Bear Creek v. City-County of Denver	Legislative authority	1994
Sullivan v. City-County of Denver	Cost-based rates	1998
Krupps v. Breckenridge	Equity	2001

7

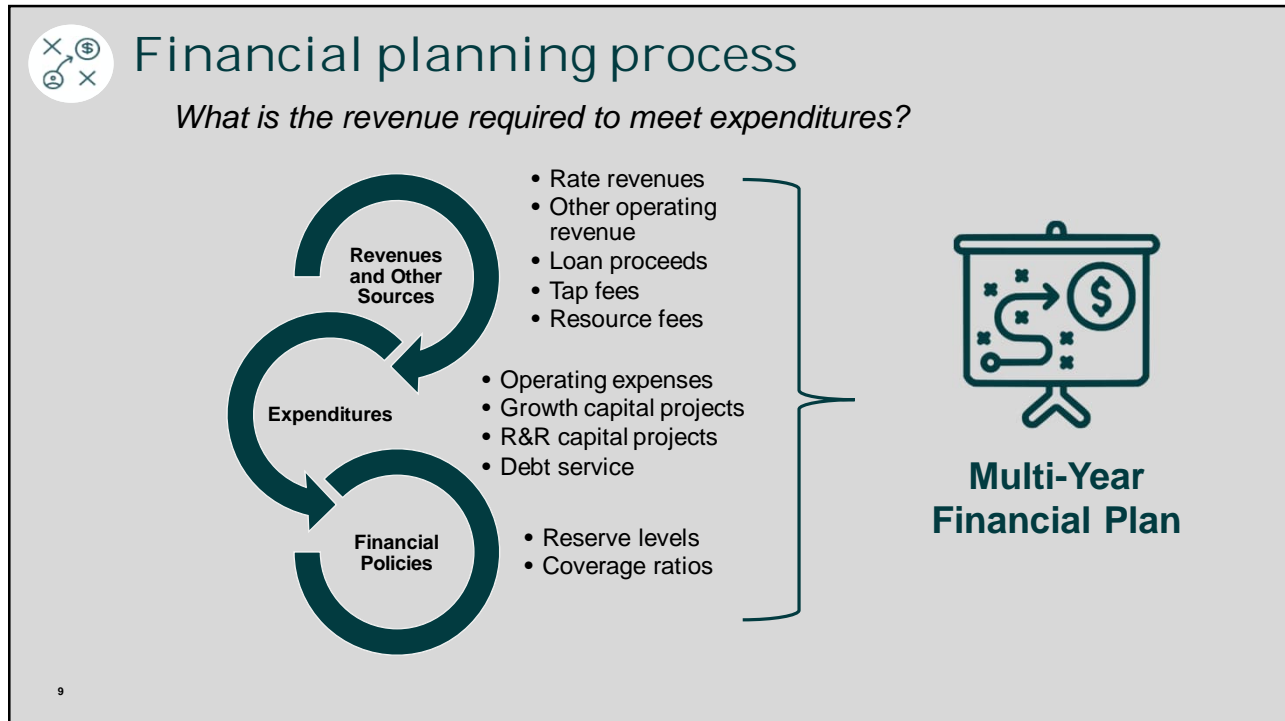
7

Financial Plan

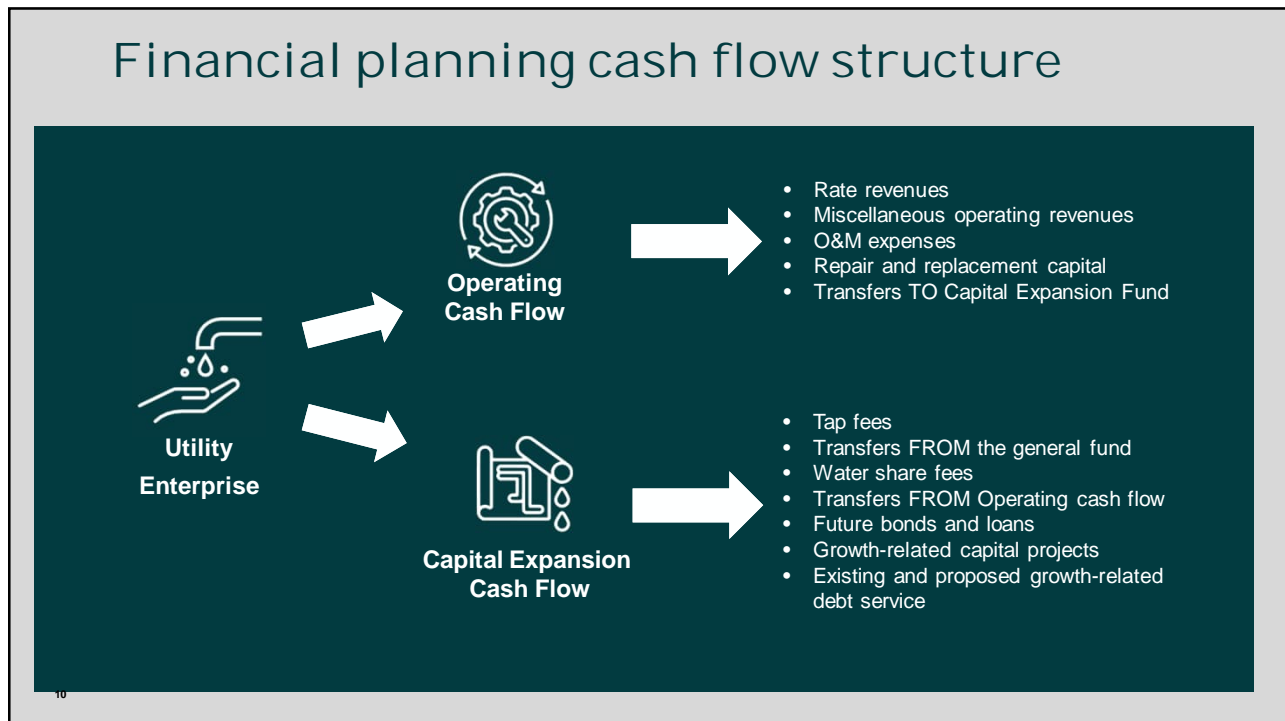


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10

Water Financial Plan



11

11

Water utility financial plan assumptions

Inflation factors

- Overall O&M: ~4.0%
- Capital: 4.5%

Reserve Targets

- Operating reserve: 90 days annual O&M
- Replacement capital reserve: 1 year depreciation expense
- Debt service coverage: 1.20 times debt service payments

Rate Revenue Adjustment Strategy

- Fund operations using rate revenues and reserves
- Maintain debt service coverage and reserve levels
- Minimize rate shock through uniform rate increases

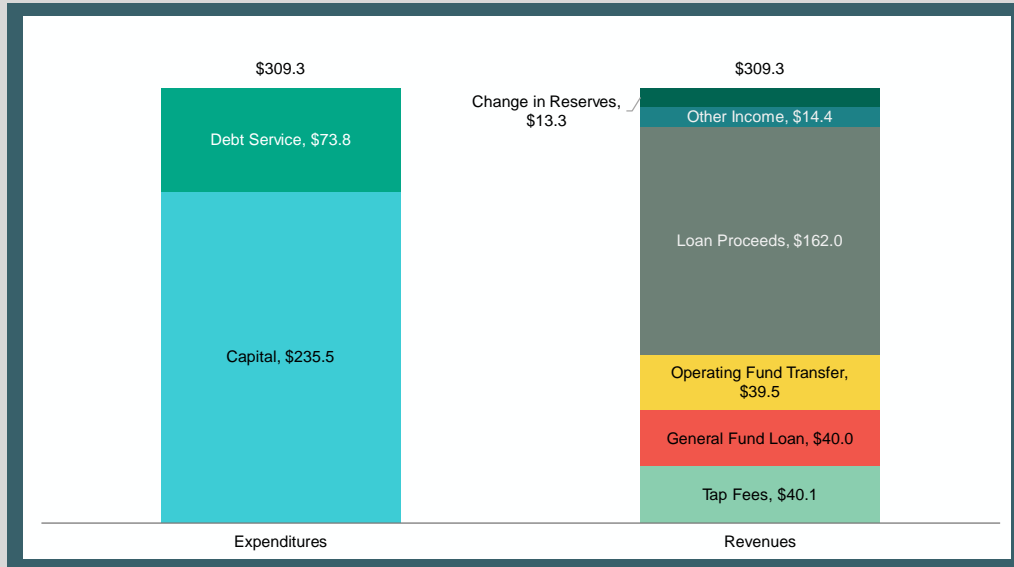
Operating fund scenarios

- Scenario 1: One-time revenue increase
- Scenario 2: 2-year up front increases; future lower annual increases
- Scenario 3: 3-year up front increases; future lower annual increases

12

12

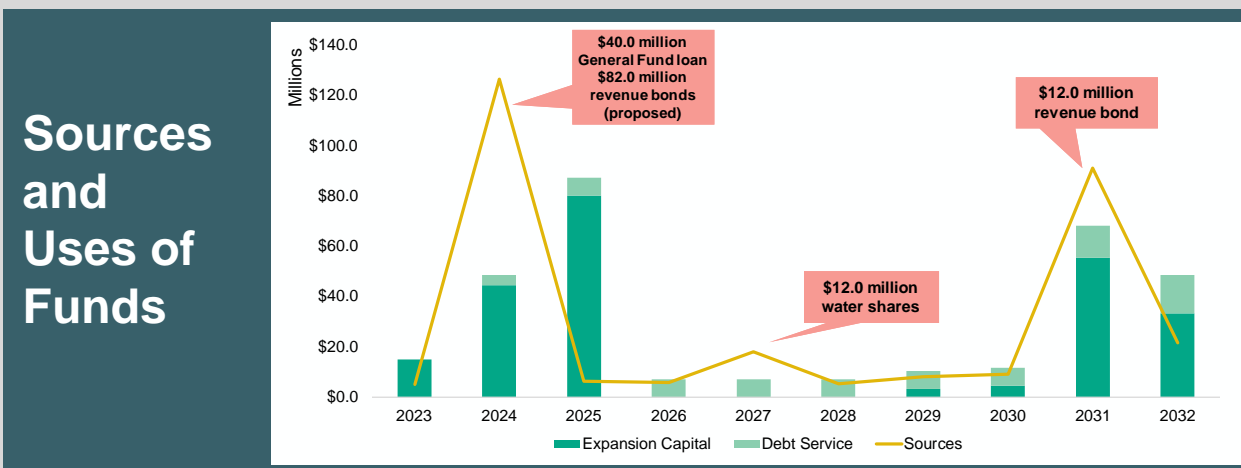
Water capital expansion capital funding 2023 – 2032 forecast, \$ millions



13

13

Water capital expansion fund cash flow

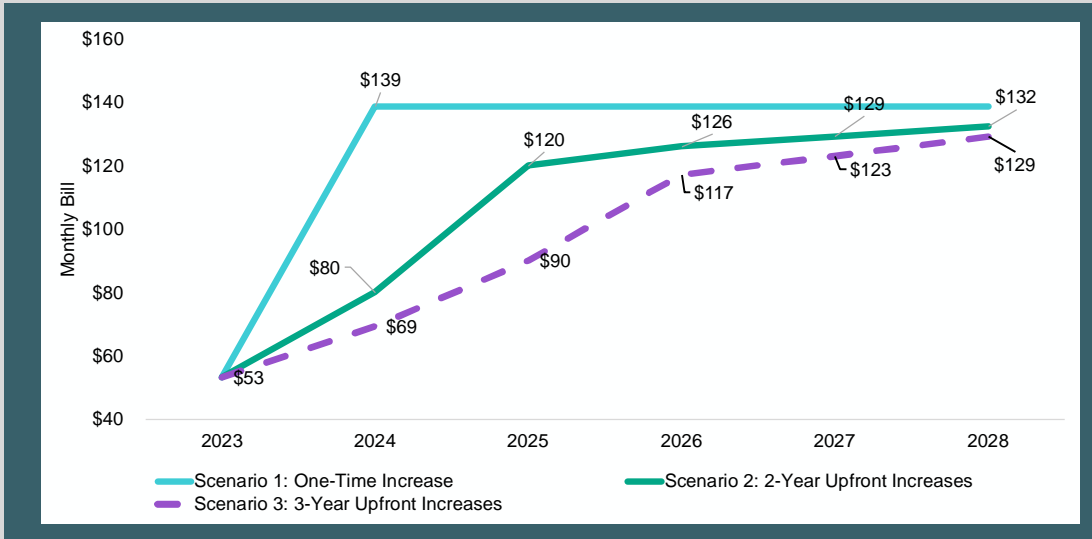


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14

Water financial plan scenario comparison

Bill impacts: Typical residential monthly bill (9,000 gal)



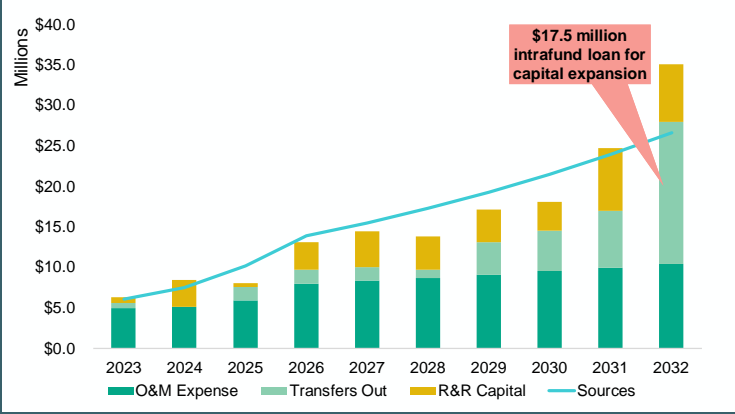
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15

Water operating cash flow

Scenario 3: 3-Years Upfront Increases

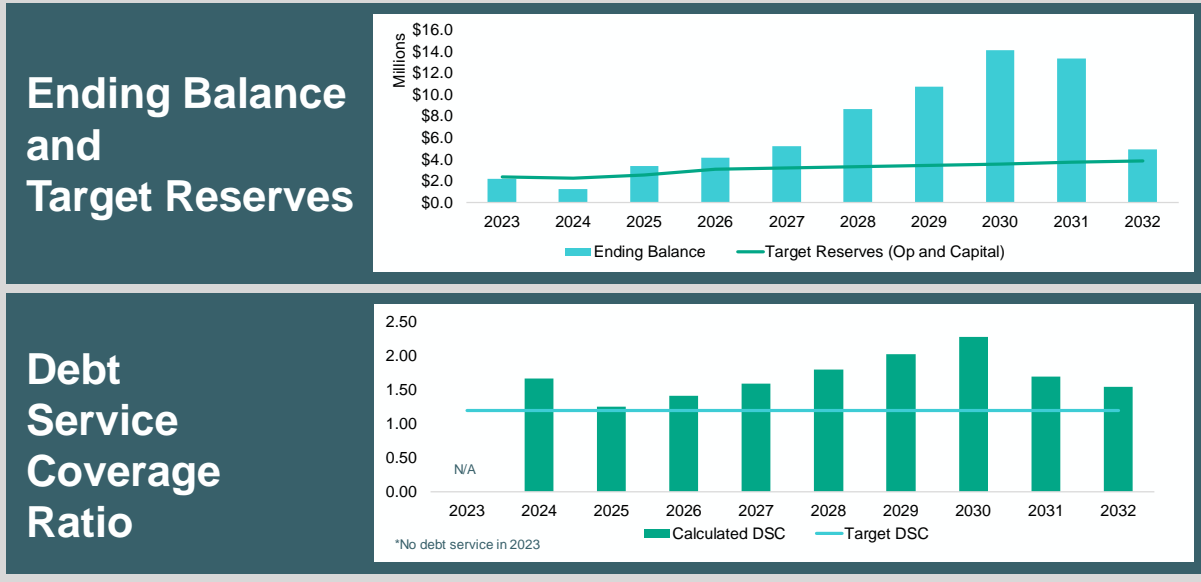
- Rate Revenues
- Other income and
- O&M expense
- R&R capital
- Transfers



16

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Water operating cash flow financial metrics Scenario 3: 3-Years Upfront Increases



17

17

Sewer Financial Plan



18

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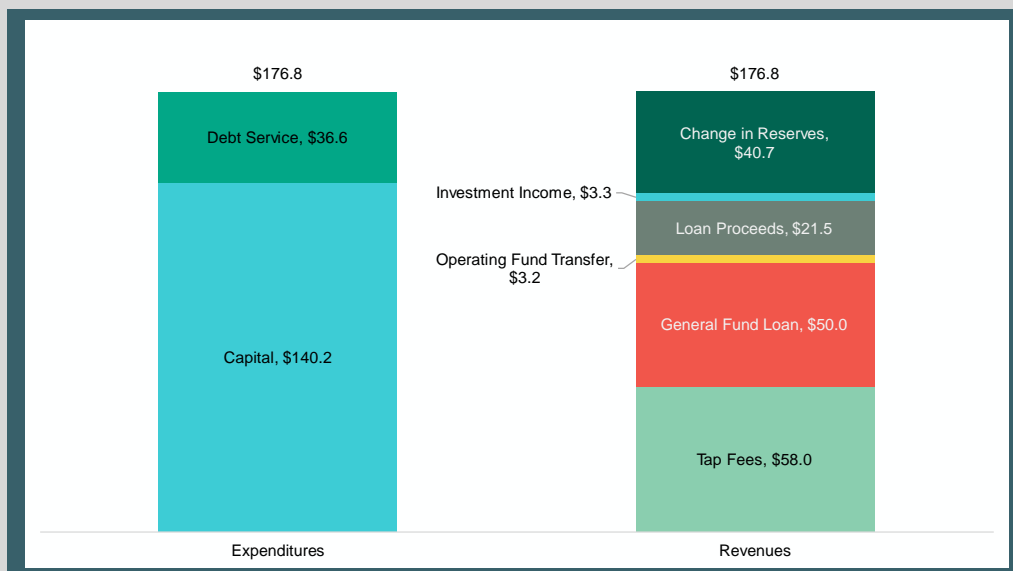
Sewer financial plan assumptions

Inflation factors	<ul style="list-style-type: none"> • General O&M: ~4.0% • Capital: 4.5%
Reserve Targets	<ul style="list-style-type: none"> • Water operating reserve: 90 days annual O&M • Replacement capital reserve: 1 year depreciation expense • Debt service coverage: 1.20 times debt service payments
Rate Revenue Adjustment Strategy	<ul style="list-style-type: none"> • Fund operations using rate revenues and reserves • Maintain debt service coverage and reserve levels • Minimize rate shock through uniform rate increases
Operating Fund Scenarios	<ul style="list-style-type: none"> • Scenario 1: 3-year equal annual increases 2024 – 2026; no increases in 2027 through 2032

19

19

Sewer capital expansion capital funding 2023 – 2032 forecast

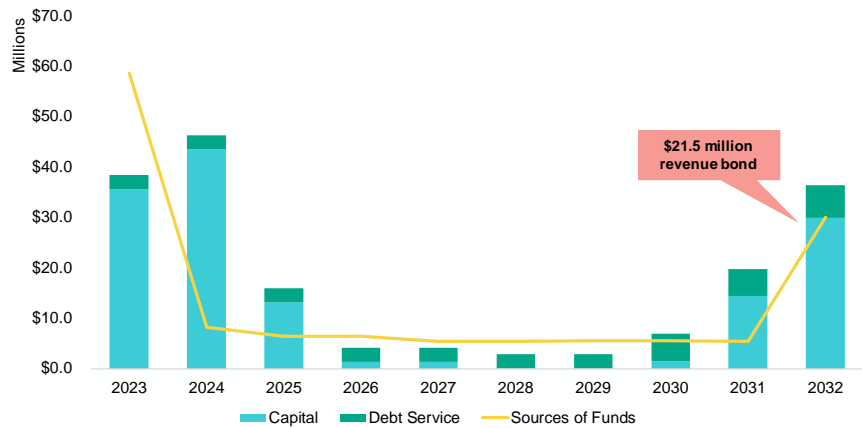


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Sewer capital expansion fund cash flow

Revenues and Expenditures

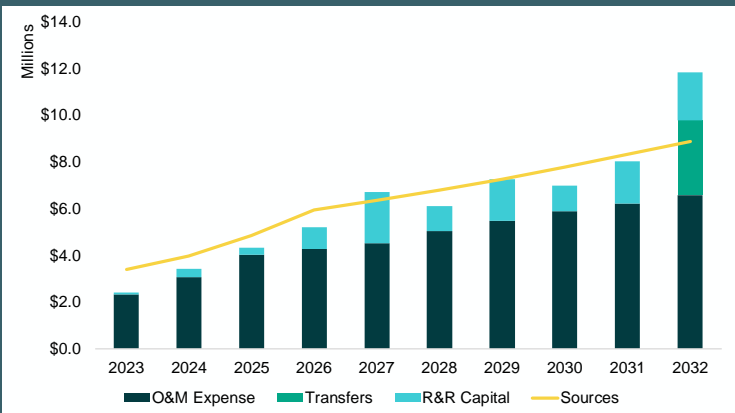


21

21

Sewer operating cash flow Includes proposed revenue increases

- Rate Revenues
- Other income and
- O&M expense
- R&R capital
- Transfers

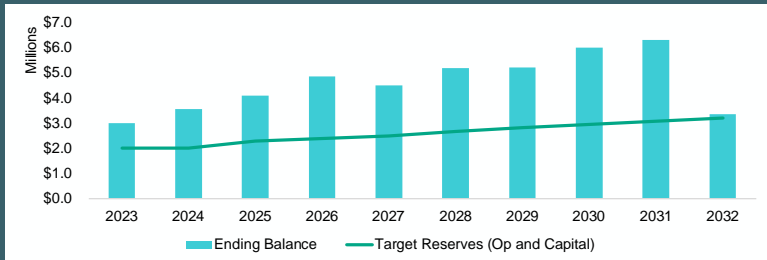


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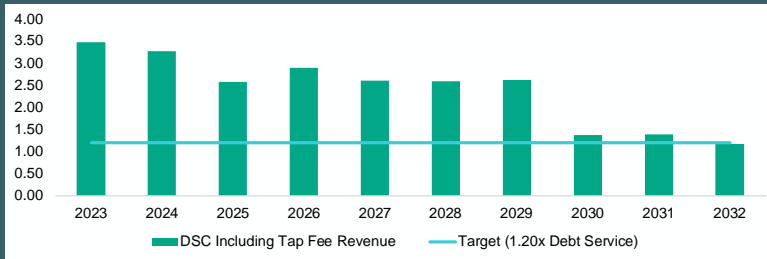
22

Sewer operating cash flow financial metrics

Ending Balance and Target Reserves



Debt Service Coverage Ratio



23

23

Cost of Service



24

24



What is a cost of service analysis?



- Determines amount of revenue to be recovered from each customer class



- Based on the principle of cost causation – those who cause the cost, pay the cost (i.e. proportionality)



- Recognizes the different demand and customer characteristics of each class



- Cost to provide service will vary by class

25

25

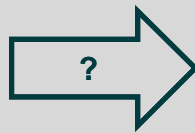


Cost of service analysis

How do we get from the revenue requirement to costs by class?



Revenue Requirement



Residential



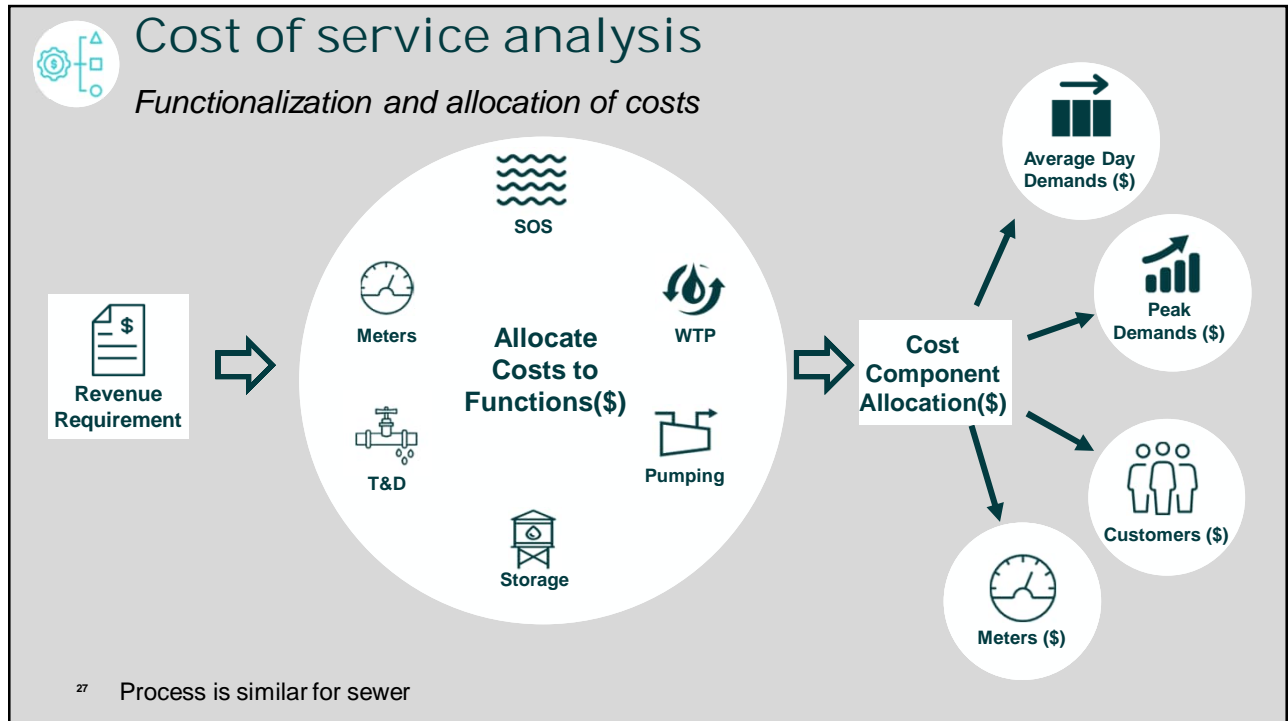
Commercial



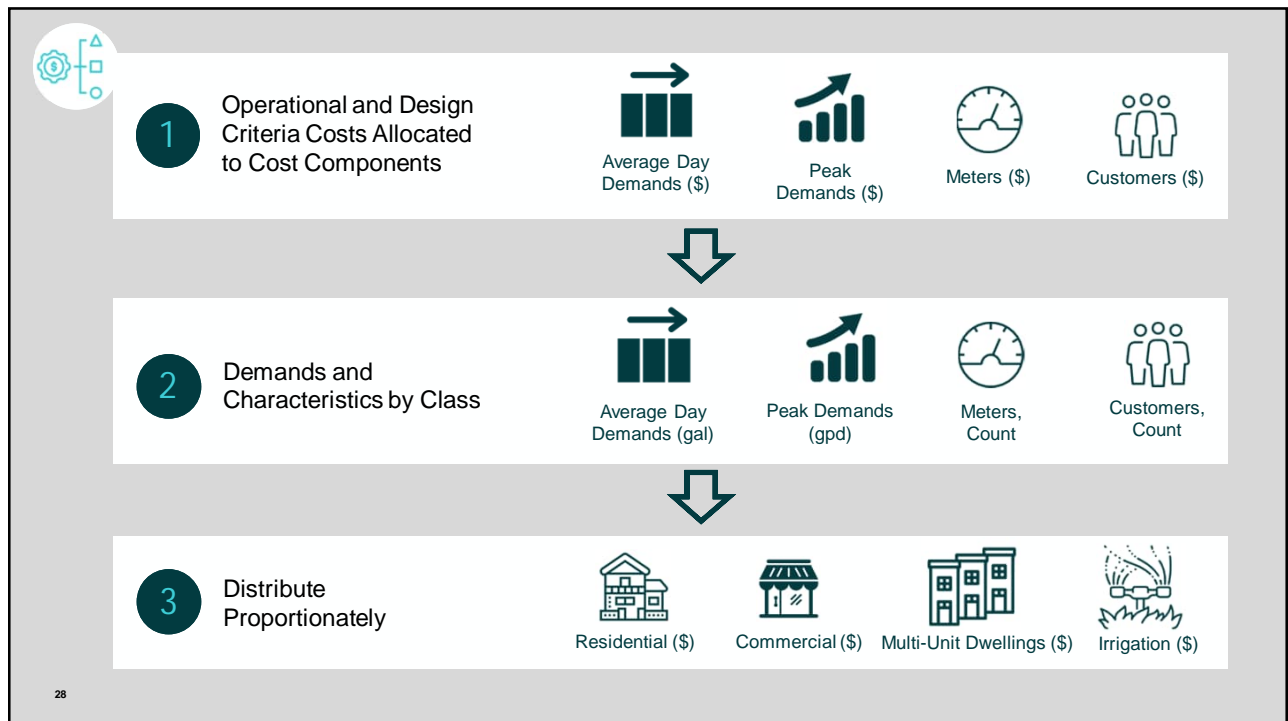
Multifamily

26

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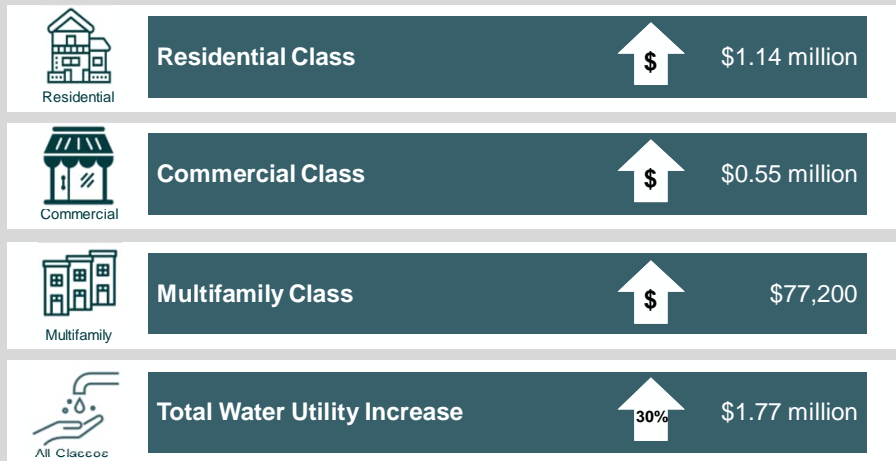


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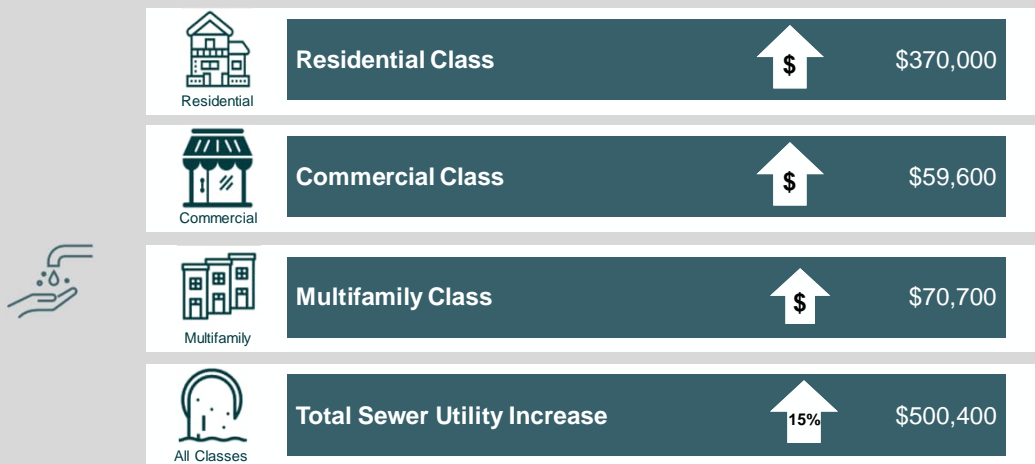
Water 2024 cost of service results Proportionate cost recovery between classes



29

29

Sewer 2024 cost of service results Customer class increases



30

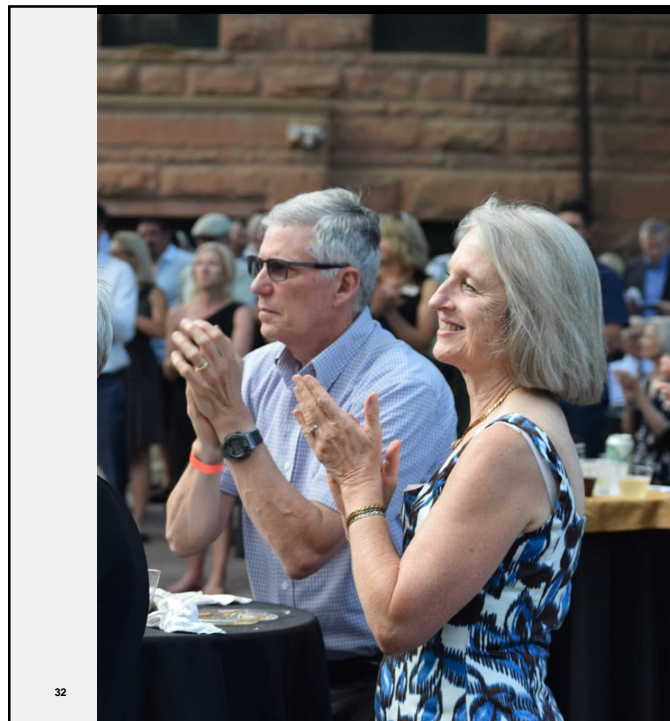
30

Pricing Objectives/ Rate Design



31

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Pricing Objectives

A means of ensuring community values are reflected in the way costs of providing service are recovered.

Pricing Objectives Definitions



33

Required objectives



Revenue
Sufficiency



Costs covered - Financial health maintained



Defensibility



Legally compliant; defensible in court

34

34

Common pricing objectives



Revenue stability



Essential use pricing



Cost recovery between classes



Customer understanding



Cost recovery within a class



Customer impact



Cost recovery between existing and new customers



Ease of administration/implementation



Efficient water use pricing signal

35

35

Rate Design



36

36



Water rate structure components

Base Rate \$ per bill

- Meter maintenance and meter reading
- Customer service, billing, and collection (general admin)
- A component of capital costs = depreciation

Volume-Related Costs \$ per Kgal

- Plant operations to treat water
- Transmission and distribution system to move water
- Storage and pumping facilities
- Fire protection costs

37

37



Town's current water rate structure

Water Tap Size (inches)	Base Rate \$ per bill
Residential, \$ per bill	\$22.84
Multifamily, \$ per Unit per Bill	\$11.42
Commercial, \$ per bill by meter size	
5/8"	\$22.84
1"	38.83
1 1/2"	75.39
2"	121.07
3"	267.26
4"	479.71
6"	989.02
8"	2,131.08

Threshold (gallons)	Volume Rate \$ per kgal
Residential	
0 – 5,000	\$3.18
5,000 – 10,000	3.66
10,000 – 15,000	4.21
15,000 – 20,000	4.84
20,000 – 25,000	5.57
> 25,000	6.40
Multifamily	
0 – 100,000	\$3.18
> 100,000	4.84
Commercial	4.10
Non Potable - Irrigation	1.86

³⁸ ¹Out of town rates are 1.5 times in town

38



Town's current sewer rate structure

Customer Class	Existing Rate
Commercial	
Base Rate, \$ per Bill	\$34.79
Volume Rate, \$ per 1,000 gallons*	\$4.00
Residential	
Base Rate, \$ per Bill	\$34.79
Multifamily	
Base Rate, \$ per Unit per Bill	\$34.79

**Based on winter water use (Dec - Feb)*

³⁹ ² Out of town rates are 1.5 times in town

39

Water Rate Alternatives



40

40

Residential rate structure alternatives



- **Alternative 1 – ‘Across the Board’ Financial Plan Increase**
 - Increase existing base rate and volume rates by 30%
- **Alternative 2 – Class Cost of Service Recovery**
 - Increase the existing base rate by 30% based on 2024 financial plan, scenario 3
 - Maintain existing tier thresholds and price ratios
- **Alternative 3 – Cost of Service + Adjusted Pricing Ratios**
 - Increase the base rate by 30% based on 2024 financial plan, scenario 3
 - Maintain existing tier thresholds
 - Increase price ratios for higher tiers

41

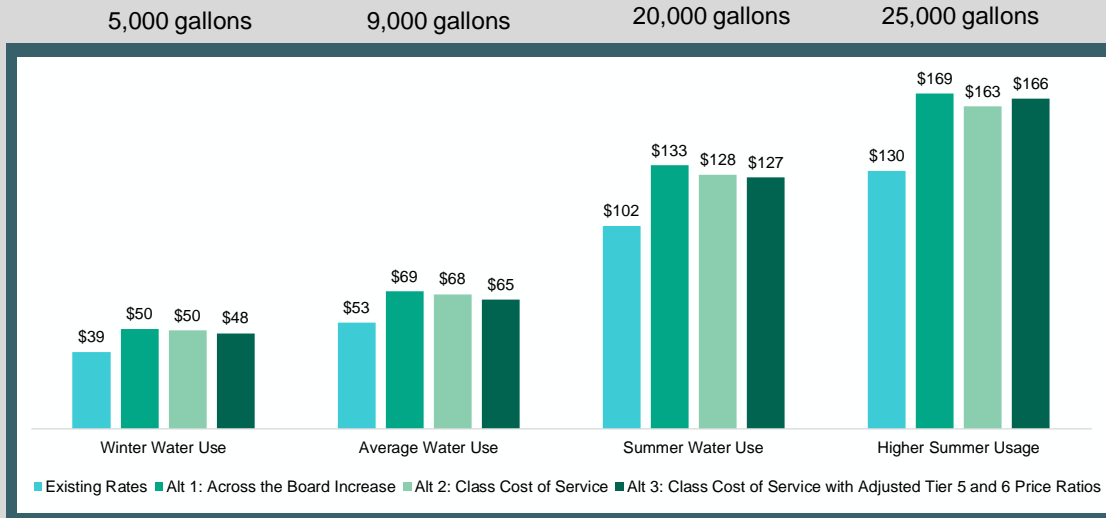
2024 proposed water residential rate alternatives

Existing Rates			Alt. 1 Across the Board Increase		Alt. 2: Class Cost of Service		Alt 3: Class Cost of Service + Adjusted Tier 5 and 6 Price Ratios	
Tap Size Inches	Monthly Base Rate		Tap Size Inches	Monthly Base Rate	Tap Size Inches	Monthly Base Rate	Tap Size Inches	Monthly Base Rate
5/8 inch	\$22.84		5/8 inch	\$29.69	5/8 inch	\$29.69	5/8 inch	\$29.69
Threshold	% Vol	Rate, \$ per Kgal	Threshold	Rate, \$ per Kgal	Threshold	Rate, \$ per Kgal	Threshold	Rate, \$ per Kgal
5	41.8%	\$3.18	5	\$4.13	5	\$3.97	5	\$3.69
10	23.5%	3.66	10	4.76	10	4.57	10	4.24
15	14.9%	4.21	15	5.47	15	5.16	15	5.09
20	8.9%	4.84	20	6.29	20	5.96	20	6.37
25	5.0%	5.57	25	7.24	25	6.95	25	7.96
>25	5.9%	6.40	9999	8.32	>25	7.94	>25	9.95

42

42

Typical monthly residential bills at various levels of consumption by rate alternative



43

43

Multifamily and commercial rate structures



Multifamily



Commercial

- **Multifamily**
 - Monthly base rate per unit
 - Two-tiered volume rate structure

- **Commercial**
 - Monthly base rate which varies by meter size
 - Uniform volume rate

- *No rate structure changes proposed*

44

2024 proposed water multifamily & commercial

Multifamily Existing Rates	
Base Rate, \$ per unit per bill	\$11.42
Volume Rates, \$ per Kgal	
Blk 1: 0 - 100,000	\$3.18
Blk 2: >100,000	4.84

Multifamily Proposed Rates	
Base Rate, \$ per unit per bill	\$14.85
Volume Rates, \$ per Kgal	
Blk 1: 0 - 100,000	\$4.13
Blk 2: >100,000	6.29

Commercial Existing Rates	
Meter Size	Monthly Base Rate
<i>Inches</i>	
5/8 inch	\$22.84
1 inch	38.83
1.5 inch	75.39
2 inch	121.07
3 inch	267.26
4 inch	479.71
6 inch	989.02
Volume Rate, \$ per Kgal	\$4.10

Commercial Proposed Cost of Service Rates	
Meter Size	Monthly Base Rate
<i>Inches</i>	
5/8 inch	\$29.69
1 inch	50.48
1.5 inch	98.01
2 inch	157.39
3 inch	347.44
4 inch	623.62
6 inch	1,285.73
Volume Rate, \$ per Kgal	\$6.57

45

45

Sewer Rates



46

46

Sewer rate structure



- Existing structure and proposed structure
 - Residential: Base rate per month
 - Commercial only: Base rate + uniform volume rate based on average winter consumption (Dec – Feb)

Customer Class	Existing Rate	Proposed Rate
Commercial		
Base Rate, \$ per Bill	\$34.79	\$40.01
Volume Rate, \$ per 1,000 gallons*	\$4.00	\$4.60
Residential		
Base Rate, \$ per Bill	\$34.79	\$40.01
Multifamily		
Base Rate, \$ per Unit per Bill	\$34.79	\$40.01

*Based on winter water use (Dec - Feb)

¹ Average winter consumption (AWC) is calculated by averaging water use during the months of December, January, and February.

47

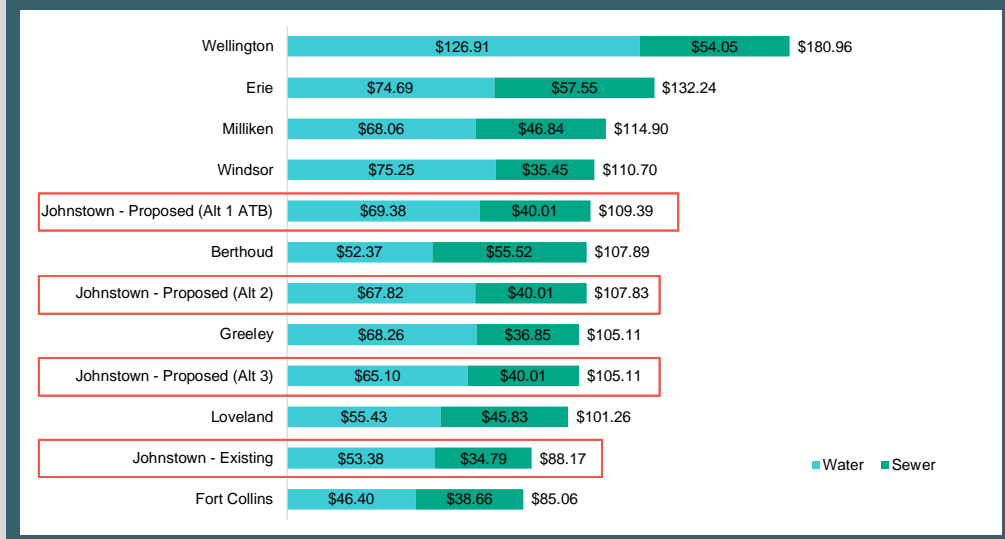
Utility Surveys



48

48

Peer utility residential typical bill survey 5/8" tap; 9,000 gallons usage



⁴⁹ ATB, Across the Board Increase

49

Tap Fees and Development Fees



50

50

Tap fees defined



- Governed by Colorado Revised Statute 20-20-104.5
- Legislatively adopted



- Intended to defray the projected impacts on capital facilities caused by development



- Local government to quantify to the proposed impacts of proposed development



- Local government to establish fee at a level no greater than necessary to defray the impact related to development

51

Tap fees defined continued



- One-time fee for capacity to serve new development
- Incremental fee for increased in capacity



- Fee based on the value of utility's capacity and the amount of capacity needed by new development



- Fee represents cost to reserve capacity in backbone facilities such as treatment plants, transmission mains, treated storage, etc.



- Fee balances equity between new and existing customers

52

Water tap fees No proposed changes

Tap Size	Existing Johnstown Equiv. Ratio	Current Tap Fee
≤ 3/4"	1.0	\$6,909
1"	1.7	11,745
1-1/2"	3.3	22,798
2"	5.3	36,615
3"	11.7	80,830
4"	21.0	145,080
6"	43.3	299,141
8"	93.3	644,570
10"	140.0	967,200

53

53

Comparison of existing and calculated raw water development fee

Tap Size (inches)	Existing Johnstown Equiv. Ratio	Current Fee	Proposed Fee	\$ - Change
≤ 3/4"	1.0	\$5,841	\$6,291	\$450
1"	2.0	11,745	12,649	\$904
1-1/2"	3.9	22,798	24,553	\$1,755
2"	6.3	36,615	39,434	\$2,819
3"	13.8	80,830	87,052	\$6,222
4"	24.8	145,080	156,249	\$11,169
6"	51.2	299,141	322,169	\$23,028
8"	110.4	644,570	694,190	\$49,620
10"	165.6	967,200	1,041,657	\$74,457

54

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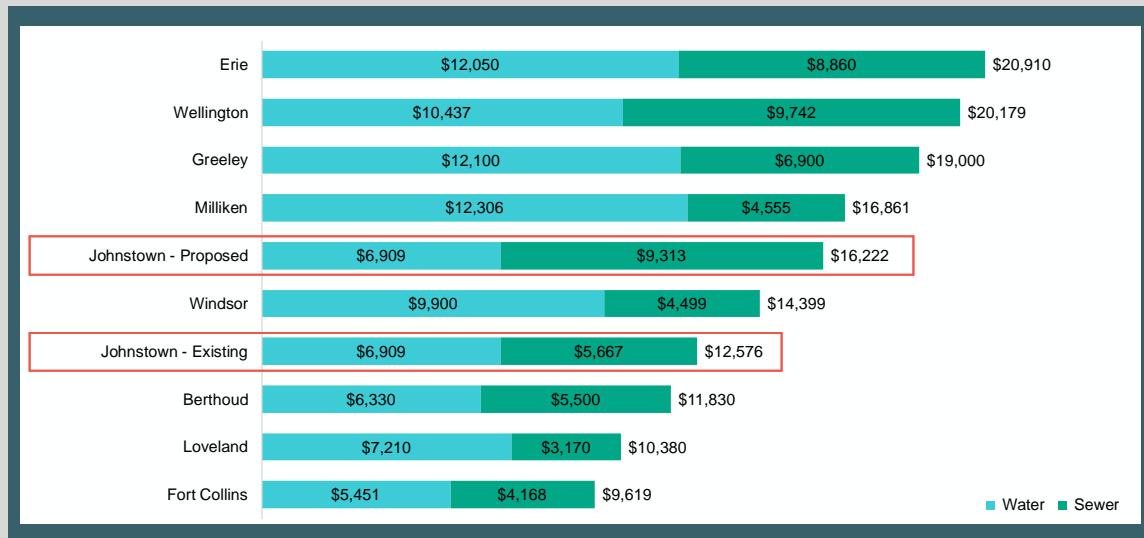
Comparison of existing and calculated sewer tap fees

Tap Fees (inches)	Existing Johnstown Equiv. Ratio	Current Tap Fee	Proposed Tap Fee	\$ - Change
≤ 3/4"	1.0	\$5,667	\$9,313	\$3,646
1"	1.7	\$9,634	\$15,832	\$6,198
1 1/2"	3.3	\$18,701	\$30,733	\$12,032
2"	5.3	\$30,034	\$49,357	\$19,323
3"	11.7	\$66,302	\$108,959	\$42,657
4"	21.0	\$119,003	\$195,566	\$76,563
6"	43.3	\$245,373	\$403,240	\$157,867
8"	93.3	\$528,713	\$868,873	\$340,160
10"	140.0	\$793,353	\$1,303,776	\$510,423
Multi-Unit (Per Unit)	0.5	\$2,833	\$4,656	\$1,823

55

55

Peer utility tap fee survey



56

Excludes raw water development fee

56



Thank you!

Contact: Todd Cristiano
303 305 1138 / tcristiano@raftelis.com

57

57



Town of Johnstown

Water and Sewer Rates

What is a Fund?

Funds are defined as a self-balancing set of accounts, recording cash and revenues, together with related liabilities and balances, that are segregated for carrying on specific activities or attaining certain, specific objectives or goals.



General Fund

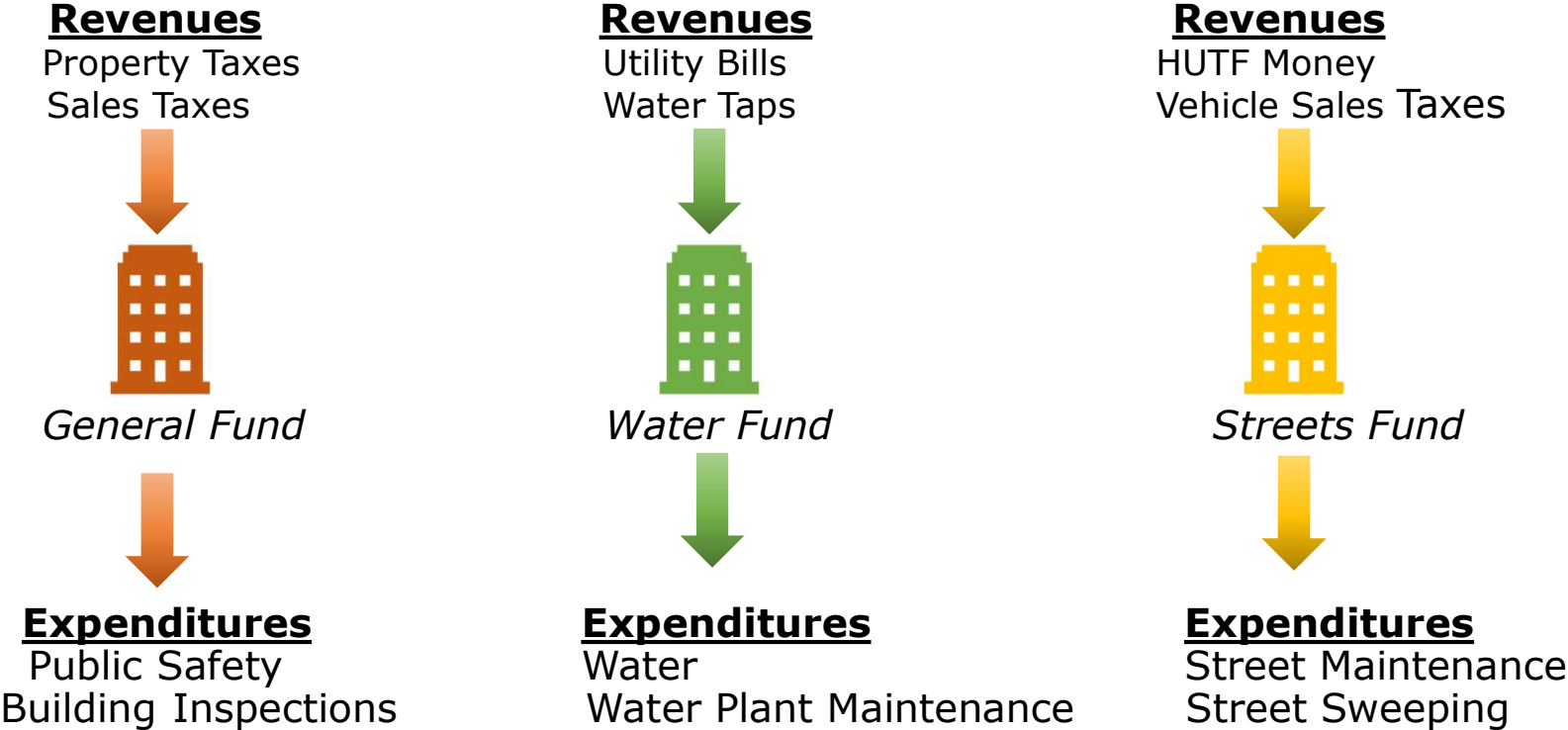


Water Fund

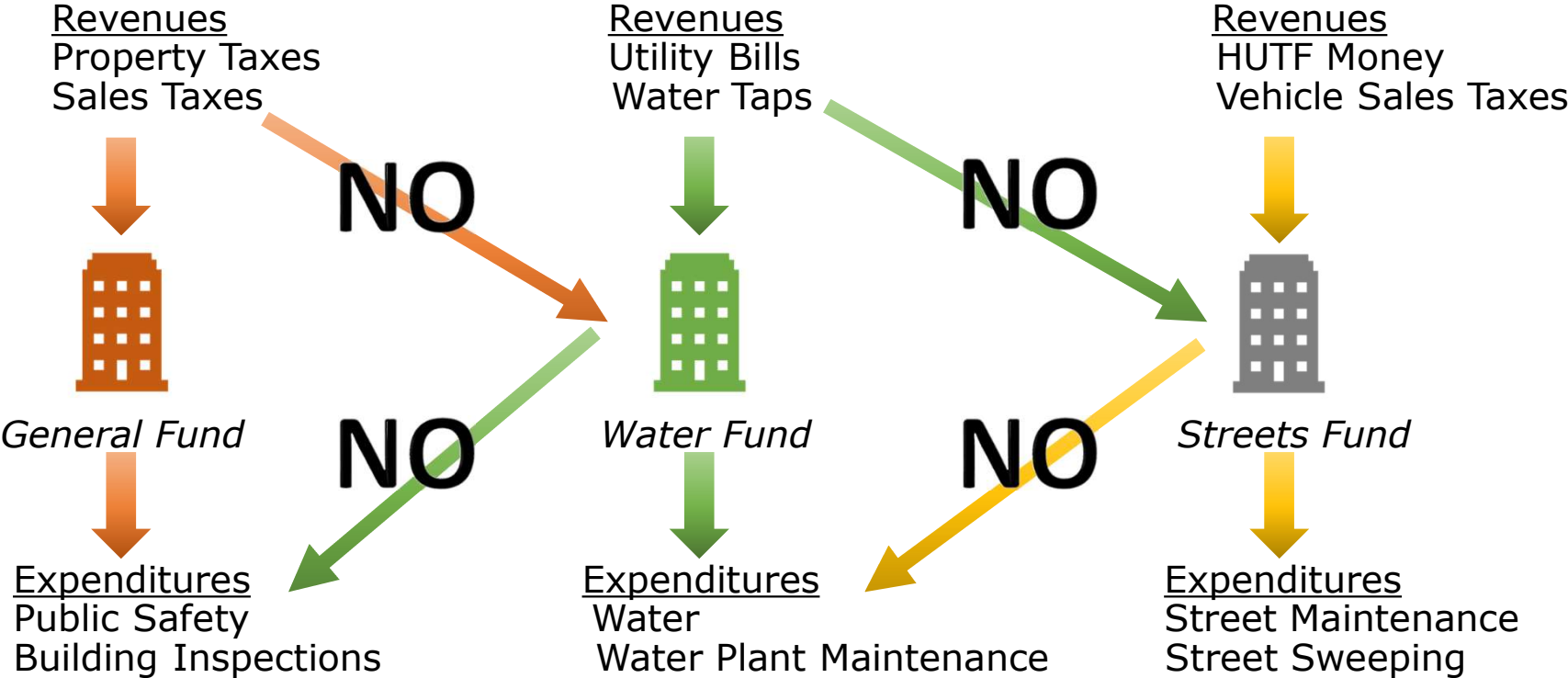


Streets Fund

How do Funds work?



Funds Don't Mix



Enterprise Funds



Water Fund

Revenues:

- Water User Charges
- Water Tap Fees
- Water Investment Impact Fee
- Water Leases
- Grants
- Interest

Expenditures:

- Water Treatment Costs
- Water Delivery Costs
- Infrastructure Maintenance
- Infrastructure Expansion
- Administrative/Billing Costs



Sewer Fund

Revenues:

- Sewer User Charges
- Sewer Tap Fees
- Grants
- Interest

Expenditures:

- Waste Water Treatment Costs
- Infrastructure Maintenance
- Infrastructure Expansion
- Administrative/Billing Costs



Drainage Fund

Revenues:

- Drainage User Charges
- Drainage Impact Fee
- Grants
- Interest

Expenditures:

- Infrastructure Maintenance
- Infrastructure Development
- Administrative/Billing Costs

Enterprise Funds



- Enterprise funds are used to account for funds that are operated in a manner similar to a private business.
- Goods or services are provided to the general public on a continuing basis and the costs of those goods or services are recovered primarily through user charges.
- These funds DO NOT receive any revenue from taxes.



Enterprise Funds – Legal Restrictions

Article X, Section 20 of the Colorado Constitution defines an enterprise in the following manner: “Enterprise” means a government owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined.

Current Status

Sewer:

- Consent order from State
- 2 plants
 - Central WWTP
 - > 50 years old
 - Lagoon system – no longer meets State compliance
 - Current capacity .999mgd
 - Expanded capacity 2.5mgd
 - Low Point WWTP
 - >20 years old
 - Current capacity .5mgd
 - Expanded capacity 1.5mgd



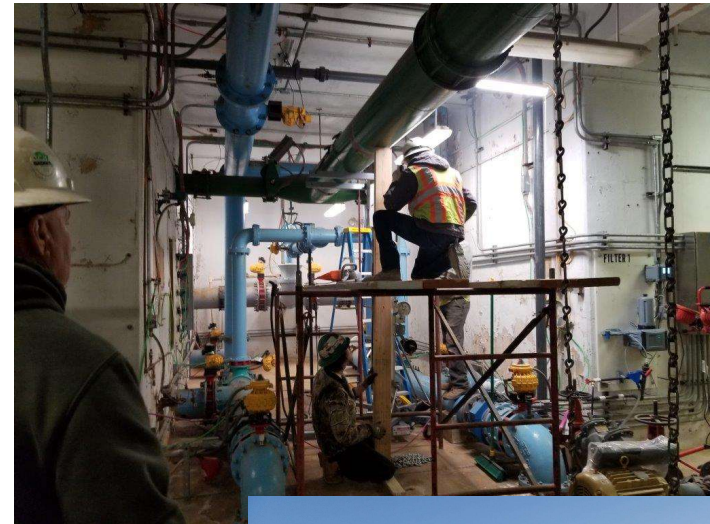
mgd = Million Gallons Day

Current Status

Water:

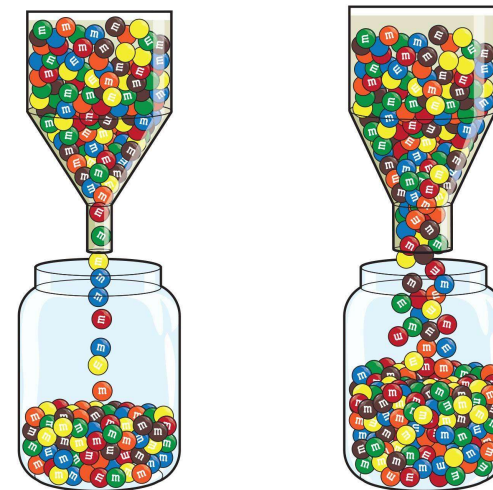
- 1 treatment plant
- 4 storage tanks
- Age of plant >50 years
- Current capacity 6.2mgd
- Current peak demand=7-9 mgd last summer – while under watering restrictions.

mgd = Million Gallons Day



Current Status – Water

We have the water to treat. Our existing plant just cannot treat it fast enough to keep up with current needs.



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Capital - Sewer

Year	Capital Costs	Items Included
2023	\$35,575,000	Central WWTP, Low Point Retrofit, Sewer inspection, North interceptor, Central Ph 2 interceptor
2024	\$43,707,125	Central WWTP, Low Point Retrofit, North Interceptor, Fork-Lift, 2 - Crew vehicles, Shoring, Emergency pump
2025	\$13,389,319	Central WWTP, Sewer inspection, 2 – Crew vehicles, Fork-lift, Locator
2026	\$2,237,827	Low Pt Admin retrofit, Central Lagoon Decommission, Master Plan and Model, Sewer inspection, Annual rehab, Interceptor oversizing, Crew vehicle
2027	\$3,417,758	Central lagoon decommission, Sewer inspection, Annual rehab, Interceptor oversizing, Locator, Crew vehicle, Emergency utility van

Capital - Water

Year	Capital Costs	Items Included
2023	\$15,523,280	WTP Pilot Project, Water Plant, Tank Chloring Injection, Generator, TOC Analyzer, CIPP Lake Lining, Transmission Line, Emergency GS Tank Repair, Crew vehicle, South tank construction, SH60 Water line
2024	\$47,740,825	Water Plant, Transmission line, SH60 Water line, Annual line replacement, Hydrant gutting tool, Mini vac trailer, Shoring, Crew vehicles
2025	\$80,572,881	Water Plant, Transmission line, Crew vehicles, Grounds mower, Master Plan and Model, Interconnect, Locator,
2026	\$3,433,198	Water meter replacement, annual water line replacement, WTP R&R, Fork-lift, Crew vehicles, Locator
2027	\$4,415,419	Water meter replacement, Annual water line replacement, WTP R&R, Crew vehicles, Locator, Emergency Utility Van

Challenges



- Financial sustainability
- Critical infrastructure needs
- Increasing construction costs
- Labor and material shortages
- Project Timing
- Rate equity
- New development pays for new development

Water & Sewer Rate Study

The Town engaged Raftelis Financial Consultants, Inc. an independent third-party consulting firm to perform a water and sewer rate study for the Town. The study included the following:

- Prepare a financial plan
 - Determine what the financial needs are
- Determine cost of service
 - Ensure everyone is paying for their fair share
- Rate Design
 - Ensure rate equity
- Tap Fee Review
 - Ensure that growth is paying for growth

Rate Study – Task Breakdown

Task 3: Water Development and Tap Fees - Wastewater Tap and Regional Sewer Fees

This task will ensure that new development funds their share of system needs thereby maintaining equity between existing and new customers. We will calculate separate fees for the water and wastewater utilities using the following approach.

- Evaluate the water and wastewater system's existing available capacity to serve growth and the capacity anticipated to be added with the 10-year capital improvement program to determine best methodology for calculating development fees. The basic methodologies include
- **Buy-in:** Historical perspective. Existing available capacity with nominal future growth
- **Incremental:** Forward-looking. Little to no capacity available with large expansions projects in the new future
- **Hybrid:** Combination of buy-in and incremental. Some existing capacity available with future expansion projects anticipated in the near future.
- Calculate the current value of available capacity and planned growth-related costs. We will evaluate the valuation of existing assets:
 - Value of existing system facilities at current replacement costs using Engineering News Record Construction Cost Index (ENR-CCI) or other similar construction-related index
 - The unit replacement cost of the water system's backbone facilities (treatment plant. Large transmission mains, pump stations, treated storage, etc.).
- For the incremental method, identify growth-related projects with assistance from Town staff. For the water development fee, we will rely on the current market price based on Town estimates or use a weighted average of water resources values based on the Town's water portfolio

Rate Study – Task Breakdown

Task 3: Water Development and Tap Fees - Wastewater Tap and Regional Sewer Fees - Continued

- Estimate the remaining capacity in existing facilities and capacity to be added with future facilities (e.g. growth-related CIP)
- Apply adjustments such as developer contributions and outstanding loans currently paid through rates
Determine the remaining existing capacity and future capacity to be added for the water and wastewater system. Establish the average daily demand for a ¾" water meter to serve as the basis for the ¾" water development fee
- Establish peak demand basis for a ¾" water meter. Calculate the tap fees for larger meter sizes based on published meter capacity ratios
- The regional sewer tap fee will be calculated in a similar manner to the wastewater tap fee however, will only include those assets/facilities associated with providing service to those customer benefit. Raftelis will develop a separate flow requirement (gpd) to calculate this fee if needed
- Raftelis will develop an industrial wastewater tap fee considering a new developments specific peak flow, BOD and TSS requirements
- Prepare a tap fee survey of peer communities for use in the final presentation to the Town Council.
- Prepare a water development fee survey from similar communities for use in the final presentation to Town Council.

Rate Study – Task Breakdown

Task 4: Water and Wastewater 10-Year Financial Plan

This task lays the groundwork for creating a long-term financial roadmap to meet financial goals. This will assist the Town with proactive planning of large capital projects, evaluating various funding options, and balancing those to minimize future revenue adjustments.

- Create a financial plan for the study period from 2023 to 2032. Prepare separate cash flows within the water and wastewater financial plans that track annual operating and growth-related activities.
- Operating Fund
- Forecast revenue under existing (2022) rates using the demands projections developed in Task 2, the capital improvement fee, and other miscellaneous revenues.
- Forecast operations and maintenance (O&M), repair and replacement (R&R) capital, and existing and proposed debt service. Incorporate new positions, changes in operating efficiencies, etc.
- Forecast existing and proposed debt service based on identified capital projects available for bond funding
- Capital (Growth-Related Capital Fund)
- Forecast tap fee revenue and water development fee revenue based on projections from community planning or any available planning documents
- Incorporate growth-related projects in the 10-year cash flow
- Identify the projects eligible for bond or state loans based on timing, duration, and the project amount. Raftelis can present financial plan alternatives considering specific projects financed through state loans or grants the City has secured.

Rate Study – Task Breakdown

Task 4: Water and Wastewater 10-Year Financial Plan - Continued

Financial Plan Optimization

- Develop an 'optimal' revenue requirement financial plan balancing a mix of cash funding and debt financing capital projects (if applicable) while meeting reserve targets and debt service coverage requirements while maintaining conservative debt capacity levels and minimizing revenue increases. Calculate annual rate revenue adjustments needed through the study period.
- Review existing reserve and debt capacity levels and recommend changes based on specific financial risks or upcoming large capital expenditures.
- Conduct an on-site meeting to review preliminary results with Town staff.
- Update financial plan scenarios based on feedback from Town staff
- Prepare a rate survey of communities for use in the final presentation to Town staff and the Town Council

Rate Study – Task Breakdown

Task 5: Water and Wastewater Cost of Service

The cost of service analysis will determine each customer class' fair share of cost to provide service. We will use industry standard methodologies and our expertise to develop an equitable distribution of costs.

Water Utility

- Determine the test year revenue requirement
- Assign the net book value or replacement cost of existing utility infrastructure to the correct functional categories for the allocation of annual capital costs. Functional categories include: treatment, transmission and distribution, pumping, storage, fire protection, and non-potable costs.
- Assign test-year capital costs (PAYGO financing and projected debt service), O&M expenses, and non-rate revenue offsets to the correct functional categories
- Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct demand parameters. Demand parameters include average day demands, peak demands, and customer-related activities such as billing, meters and services, and customer field services.
- Determine customer class units of service. Units of service include class average day demands, peak demands, number of bills and number of $\frac{3}{4}$ " meter equivalents.
- Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills and equivalent meters
- Compare the class cost of service for treated and non-potable customers to the revenue projected under existing rates for the test-year. This comparison will show the percentage change in the classes based on the cost-of service process.

Rate Study – Task Breakdown

Task 5: Water and Wastewater Cost of Service – Continued

Wastewater Utility

- Determine the test year revenue requirement
- Assign the net book value or replacement cost of existing utility infrastructure to the correct functional categories for the allocation of annual capital costs. Functional categories may include: primary treatment, secondary treatment, UV disinfection, headworks, collection system lift stations, etc..
- Assign test-year capital costs (PAYGO financing and projected debt service), O&M expenses, and non-rate revenue offsets to the correct functional categories
- Allocate test-year capital cost, O&M expenses, and non-rate revenue offsets to the correct demand parameters. Demand parameters include contributed flow, infiltration and inflow, strength, and customer-related activities such as billing, meters and services, and customer field services.
- Determine customer class units of service. Units of service include class billable flows, infiltration and inflow
- contributions, strength, and customer.
- Distribute the allocated test-year capital costs, O&M expenses and non-rate revenue offsets to customer classes based on each of their proportionate share of demands, bills and equivalent meters
- Using the unit cost of service, develop extra strength charges for BOD and TSS
- Compare the class cost of service to the revenue projected under existing rates for the test-year. This
- comparison will show the percentage change in the classes based on the cost of service process.

Sewer Rate Recommendations – In Town

Customer Class - In Town:

- Residential - Base
- Residential - Usage
- Multi Family - Base (per unit)
- Multi Family Usage
- Nonresidential - Base
- Nonresidential Usage*
- RV facility with disposal station(s)(per pad)

<u>Sewer Service Charges - Effective Feb 1st of 2024,</u>				
<u>Then January 1st 2025 - 2028 - In Town</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$40.01	\$46.01	\$52.91	\$52.91	\$52.91
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40.01/unit	46.01/unit	52.91/unit	52.91/unit	52.91/unit
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
\$40.01	\$46.01	\$52.91	\$52.91	\$52.91
\$4.60/1000g	\$5.29/1000g	\$6.08/1000g	\$6.08/1000g	\$6.08/1000g
\$15.99	\$18.39	\$21.15	\$21.15	\$21.15



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Water Rate Recommendations – In Town

Residential

Water Usage Rates:

Residential - Single Family Equivalent - In Town:

Base

Volume charge is per thousand gallons:

- Volume charge - 0 - 5,000 gallons
- Volume charge - 5,001 - 10,000 gallons
- Volume charge - 10,001 - 15,000 gallons
- Volume charge - 15,001 - 20,000 gallons
- Volume charge - 20,001 - 25,000 gallons
- Volume charge - >25,000 gallons

<u>Water Base and Usage Rates as of February 1st 2024 and</u>				
<u>January 1st of 2025 - 2028</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
29.69	38.60	50.18	52.68	55.32
3.69	4.80	6.24	6.55	6.88
4.24	5.51	7.17	7.52	7.90
5.09	6.62	8.60	9.03	9.48
6.37	8.28	10.77	11.30	11.87
7.96	10.35	13.45	14.13	14.83
9.95	12.94	16.82	17.66	18.54



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Water Rate Recommendations – In Town

Multi - Family

Residential - Multi-Family - In Town:

- Base (per dwelling unit)
- Volume charge is per thousand gallons:
 - Volume charge - 0 - 100,000 gallons
 - Volume charge - 100,001 ≤

<u>Water Base and Usage Rates as of February 1st 2024 and</u>				
<u>January 1st of 2025 - 2028</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
14.84	19.29	25.08	26.33	27.65
4.13	5.37	6.98	7.33	7.70
6.29	8.18	10.63	11.16	11.72



Water Rate Recommendations – In Town

Nonresidential/Commercial/Industrial - In Town:

By meter size:

- Commercial - 5/8"
- Commercial - 1"
- Commercial - 1.5"
- Commercial - 2"
- Commercial - 3"
- Commercial - 4"
- Commercial - 6"
- Commercial - 8"
- Commercial - 10"

- Commercial - 5/8" (Per 1,000 gallons)
- Commercial - 1" (Per 1,000 gallons)
- Commercial - 1.5" (Per 1,000 gallons)
- Commercial - 2" (Per 1,000 gallons)
- Commercial - 3" (Per 1,000 gallons)
- Commercial - 4" (Per 1,000 gallons)
- Commercial - 6" (Per 1,000 gallons)
- Commercial - 8" (Per 1,000 gallons)
- Commercial - 10"

**Commercial/
Industrial**

<u>Water Base and Usage Rates as of February 1st 2024 and January 1st 2025 - 2028</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
29.69	38.60	50.18	52.68	55.32
50.48	65.62	85.31	89.58	94.06
98.01	127.41	165.64	173.92	182.61
157.39	204.61	265.99	279.29	293.25
347.44	451.67	587.17	616.53	647.36
623.62	810.71	1,053.92	1106.61	1,161.94
1,285.73	1,671.45	2,172.88	2281.53	2,395.60
2,770.41	3,601.53	4,681.99	4916.09	5,161.89
4,157.09	5,404.22	7,025.49	7376.76	7,745.60
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24
6.57	8.54	11.10	11.66	12.24



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Water Rate Recommendations

Sec. 13-77. Water service charges

Raw water use - per 1000 gallons

<u>Raw Water Usage Rates as of January 1st of each year</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$2.42	\$3.15	\$4.09	\$4.29	\$4.51

Sec. 13-78. Bulk potable water for construction

Bulk water - per thousand gallons

<u>Bulk Water Usage Rates as of January 1st of each year</u>				
<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
\$15.17	\$19.72	\$25.64	\$26.92	\$28.27



Sewer Tap Fee Recommendations – In Town

Sewer tap fees:

Single Family, Duplex, Town Homes (per

≤ 3/4"

1"

1.5"

2"

3"

4"

6"

8"

10"

Multi Family (per Unit)

<u>Sewer Tap Fees as of</u> <u>January 1st - In Town</u>	
<u>2024</u>	
	\$9,313
	\$15,832
	\$30,733
	\$49,357
	\$108,959
	\$195,566
	\$403,240
	\$868,873
	\$1,303,776
	\$4,656



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Raw Water Dev. Fee Recommendations – In Town

Raw Water Development Fee:
Water Meter Size - In Town Rates

≤ 3/4"
1"
1.5"
2"
3"
4"
6"
8"
10"

Raw Water Development	
Fees effective January 1st	
<u>- In Town</u>	
<u>2024</u>	
	\$6,291
	\$10,693
	\$20,758
	\$33,338
	\$73,596
	\$132,095
	\$272,369
	\$586,882
	\$880,636



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Thank you

Questions?





Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Resolution 2023-47 - A Resolution authorizing the Town of Johnstown to enter into a grant award agreement with the Colorado Division of Homeland Security & Emergency Management concerning funding for updates to the Town of Johnstown Stormwater Master Plan.

ACTION PROPOSED: Consider Approval of Resolution 2023-47

ATTACHMENTS:

1. Resolution 2023-47
2. Hazard Mitigation Grant Program Award

PRESENTED BY: Jason Elkins, PE, Public Works Director

AGENDA ITEM DESCRIPTION:

The current Johnstown Stormwater Master Plan, which was adopted in 2001, has become outdated due to the significant growth in Johnstown's population and area, having more than quadrupled in size since then. Recognizing this need, the former Public Works Director, Troy White, successfully secured a Hazard Mitigation Grant from the Colorado Department of Public Safety, amounting to \$458,060.00, with a local match requirement of \$50,340.00, resulting in a total project budget of \$508,400.00.

The primary objective of this grant is to modernize the existing Stormwater Master Plan by identifying flow patterns, assessing current and projected stormwater runoff, pinpointing areas of concern, locating local and "regional" drainage facilities, and evaluating the condition of storm drain systems, catch basins, open channels, and other storm drain facilities that contribute to the discharge of stormwater into the Big Thompson and Little Thompson Rivers. The updated Master Plan will not only guide us in making informed decisions regarding future land development and capital improvement projects, but also serve as an essential tool for effectively communicating risk to the Town Council and residents alike.

LEGAL ADVICE:

The Town Attorney reviewed Resolution 2023-47.

FINANCIAL ADVICE:

The Community That Cares

www.TownofJohnstown.com

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

The Town has budgeted \$50,340.00 of the required local match funds in the proposed 2024 fiscal year budget in the Storm Drainage Fund.

RECOMMENDED ACTION:

Approve Resolution 2023-47 as presented.

SUGGESTED MOTIONS:

For Approval

I move to Approve Resolution 2023-47 – A Resolution authorizing the Town of Johnstown to enter into a grant award agreement with the Colorado Division of Homeland Security & Emergency Management concerning funding for updates to the Town of Johnstown Stormwater Master Plan.

For Denial

I move to deny Approve Resolution 2023-47 – A Resolution authorizing the Town of Johnstown to enter into a grant award agreement with the Colorado Division of Homeland Security & Emergency Management concerning funding for updates to the Town of Johnstown Stormwater Master Plan.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO

RESOLUTION NO. 2023-47

RESOLUTION AUTHORIZING THE TOWN OF JOHNSTOWN TO ENTER INTO A GRANT AWARD AGREEMENT WITH THE COLORADO DIVISION OF HOMELAND SECURITY & EMERGENCY MANAGEMENT CONCERNING FUNDING FOR UPDATES TO THE TOWN OF JOHNSTOWN STORMWATER MASTER PLAN

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

WHEREAS, the Town applied for a grant from the Colorado Division of Homeland Security & Emergency Management for assistance with funding the cost of updates to the Johnstown Stormwater Master Plan, including to identify flow patterns, quantify current and future stormwater runoff, identify specific areas of concern, locate existing local and regional drainage facilities, and inventory and assess existing storm drain systems, catch basins and open channels (including irrigation ditches) and other storm drain facilities that ultimately deliver stormwater discharge to the Big Thompson and Little Thompson Rivers; and

WHEREAS, the total cost of the project is estimated to be \$508,400.00; and

WHEREAS, the Colorado Division of Homeland Security & Emergency Management awarded the grant to the Town in the amount of \$458,060.00, with the remainder of the cost of the project to be funded with a local match in the amount of \$50,340.00; and

WHEREAS, the Town Council desires to approve the grant and authorize the execution of the Grant Award Agreement; 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 Town Council hereby approves the grant from Colorado Division of Homeland Security & Emergency Management in the amount of \$458,060.00 and authorizes the execution of the Grant Award Agreement, in substantially the same form as attached hereto and incorporated herein by reference as Exhibit A.

Section 2: The Town Council hereby authorizes the expenditure of funds in an amount not to exceed \$50,340.00 to pay for the project and has budgeted and appropriated, or will budget and appropriate, sufficient funds to pay the same.

Section 3: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this ___ day of November, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



COLORADO
**Division of Homeland Security
 & Emergency Management**

Department of Public Safety

Office of Grants Management
 8000 South Chester Street, Suite 575
 Centennial, CO 80112

Matt LeCerf
 Town Manager
 Town of Johnstown
 450 S Parish Avenue, PO Box 609
 Johnstown, CO 80534

September 14, 2023

23-HMGP4498-27P-JON

Dear Mr. LeCerf:

We are pleased to inform you that the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management (DHSEM) has approved the Town of Johnstown's application for funding pursuant to the Hazard Mitigation Grant Program ("Program") in the amount of **\$508,400.00** (\$458,060.00 from Federal, \$50,340.00 Local Match). This letter authorizes you to proceed with the approved application projects ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Emily Drosselmeyer at either emily.drosselmeyer@state.co.us or (303) 656-1607.

Sincerely,

Mark Thompson

State Hazard Mitigation Officer
 Colorado Department of Public Safety
 Division of Homeland Security and Emergency Management

CC: Emily Drosselmeyer, Deputy State Hazard Mitigation Officer
 Irene Merrifield, Mitigation Planning Supervisor
 Grant File



COLORADO
 Department of Public Safety

700 Kipling Street, Lakewood, CO 80215 | www.colorado.gov/publicsafety

Jared Polis, Governor | Stan Hilkey, Executive Director

TABLE OF CONTENTS

GRANT AWARD LETTER.....		1
SIGNATURE PAGE.....		2
1. GRANT.....		3
2. TERM.....		3
3. DEFINITIONS.....		3
4. STATEMENT OF WORK.....		6
5. PAYMENTS TO GRANTEE		6
6. REPORTING - NOTIFICATION.....		8
7. GRANTEE RECORDS.....		8
8. CONFIDENTIAL INFORMATION-STATE RECORDS		9
9. CONFLICTS OF INTEREST		10
10. INSURANCE.....		10
11. REMEDIES.....		10
12. DISPUTE RESOLUTION		11
13. NOTICES AND REPRESENTATIVES.....		11
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION		11
15. GOVERNMENTAL IMMUNITY.....		11
16. GENERAL PROVISIONS.....		11
EXHIBIT A, STATEMENT OF WORK.....		1
EXHIBIT B, BUDGET.....		1
EXHIBIT C, SAMPLE OPTION LETTER.....		1
EXHIBIT D, FEDERAL PROVISIONS		1
EXHIBIT E, PII CERTIFICATION		1

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <hr/> <p>By: Michael Haney, Director, Office of Grants Management for: Kevin R. Klein, Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD Department of Public Safety,</p> <hr/> <p>By: Laura Dehart, State Controller Delegate</p> <p>Date: _____</p>
<p style="text-align: center;">GRANTEE Town of Johnstown</p> <hr/> <p style="text-align: center;">By: Troy Mellon, Town of Johnstown Mayor</p> <p style="text-align: center;">Date: _____</p>	

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. The State may, in good faith and in its sole discretion, or upon written request of Grantee, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to Exhibit C.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee’s Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. “**Budget**” means the budget for the Work described in Exhibit B.

- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant.
- F. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter.
- G. “**Federal Award**” means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- H. “**Federal Awarding Agency**” means a Federal agency providing a Federal Award to a Recipient. The Federal Emergency Management Agency (FEMA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- I. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- J. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- K. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- L. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- M. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- N. “**Grantee**” means the entity shown on the first page of this Grant Award Letter; an individual or organization that has been awarded this grant. For the purposes of this Grant, Grantee is also referred to as *Subrecipient*.
- O. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- P. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.

- Q. “**Matching Funds**” means the funds provided Grantee as a match required to receive the Grant Funds.
- R. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.
- S. “**PCI**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- T. “**PII**” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- U. “**PHI**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- V. “**Recipient**” means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- W. “**Services**” means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- X. “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which **(i)** is subject to disclosure pursuant to CORA; **(ii)** is already known to Contractor without restrictions at the time of its disclosure to Contractor; **(iii)** is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; **(iv)** is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or **(v)** was independently developed without reliance on any State Confidential Information.
- Y. “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Z. “**State Fiscal Year**” means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

- BB. “**Sub-Award**” means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- CC. “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. “**Subrecipient**” means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. “**Tax Information**” means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. “**Uniform Guidance**” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- HH. “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

- i. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon

funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

- ii. The State, in good faith, may unilaterally increase or decrease the total funds available under this Grant, the funds available under the Grant during any State Fiscal Year or the funds available for any specific line item described in this Grant. In Order to Exercise this right, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit C. The exercise of this right shall not be valid until it has been approved by the State Controller or delegate.

B. Federal Recovery

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

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State’s review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are:

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

E. Modification of Grant Rates

The rates shown in Exhibit B are determined by the approved applications by the Federal Emergency Management Agency (FEMA). The State, at its discretion, shall have the option

to increase or decrease the rates shown in Exhibit B, as the State determines is necessary to account for FEMA updates to current awards issued. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit C, and any new rates table or exhibit shall be effective as of the effective date of that notice unless the notice provides for a different date.

E. Close-Out

Grantee shall close out this Grant **within 45 days** after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.F, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that

would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

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

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits

or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any

single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

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

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

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

EXHIBIT A, STATEMENT OF WORK

1. GENERAL DESCRIPTION OF THE PROJECT(S).

- 1.1 **Project Description.** Grantee will hire a contractor to update the Town of Johnstown’s Stormwater Master Plan. The Town of Johnstown is to update their Stormwater Master Plan in accordance to the FEMA approved scope of work and meet all of FEMA’s planning requirements as applicable.
- 1.2 **Project Expenses.** Project expenses include the costs to hire a contractor, grant management costs, project management costs and other eligible expenses as described in §1.1 of this Exhibit A. All eligible expenses are listed in the budget table in Exhibit B.
- 1.3 **Non-Federal Match:** This non-federal match section does apply to this Grant. If applicable the match may include in-kind match. If it applies, this Grant requires a non-federal match contribution of 10% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request.

2. PRINCIPAL REPRESENTATIVES:

For the State:

Emily Drosselmeyer, Deputy State Hazard Mitigation Officer
 Department of Public Safety,
 Division of Homeland Security & Emergency Management
 9195 E. Mineral Ave.
 Centennial, CO 80112
 emily.drosselmeyer@state.co.us

For Grantee:

Matt LeCerf, Town Manager
 Town of Johnstown
 450 S Perish Ave. PO Box 609
 Johnstown, CO 80534
 mlecerf@johnstown.gov

3. ADMINISTRATIVE REQUIREMENTS:

- 3.1 The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the DHSEM.
- 3.2 **Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

3.2.1 Equipment or tangible goods. When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee’s invoice and proof of payment. The unique identifying number can be the manufacturer’s serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following:

Purchased with funds provided by the U.S. Department of Homeland Security.

3.2.2 Services. Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.

3.3 Non-Supplanting Requirement: Grantees receiving federal financial assistance awards made

under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

3.4 Procurement: A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:

3.4.1 Any sole source transaction in excess of \$100,000 shall be approved in advance by the DHSEM.

3.4.2 Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.

3.4.3 Grantee shall verify Contractor(s) is/are not debarred from participation in state and federal programs by reviewing contractor debarment information on <http://www.sam.gov>.

3.4.4 When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the following phrase in the request listing:

“This project was supported by grant #23-HMGP4498-27P-JON, issued by the Colorado Division of Homeland Security and Emergency Management.”

3.4.5 Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the DHSEM.

3.5 Additional Administrative Requirements:

3.5.1 Grantee shall ensure all purchases are listed or referenced in **§1 or §3** of this Exhibit A. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) during the grant period at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2021 SAFECOM Guidance for Emergency Communication Grants, at <https://www.cisa.gov/publication/funding-documents>

3.5.2 Environmental Planning and Historic Preservation (EHP) Review: DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of

EXHIBIT A, SCOPE OF WORK (CONT.)

1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, visit the DHS/FEMA website at: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>

In order to initiate EHP review of the project(s) requires completion of all relevant sections of the EHP form and submit it to DHSEM, along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA and DHSEM may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, subrecipient will monitor ground disturbance, and if any potential archeological resources are discovered, subrecipient will immediately cease work in that area and notify DHSEM, which will immediately notify DHS/FEMA for further action.

3.5.3 All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

3.5.4 Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise. All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP), and must be National Incident Management System (NIMS) compliant.

4. REPORTING REQUIREMENTS:

4.1 Quarterly Progress Reports. The project(s) approved in this Grant are to be completed on or before the termination date stated on the agreement’s Grant Award Letter of this grant agreement. Grantee shall submit quarterly progress reports for each project identified in this agreement using the format provided by the Department of Public Safety’s Division of Homeland Security and Emergency Management (DHSEM) throughout the life of the grant.

Grantee shall submit narrative and financial reports describing project progress and accomplishments, and/or any delays in meeting project objectives and expenditures, to date as described in §4 of this Exhibit A.

Reports shall be submitted in accordance with the schedule table below. The order of the reporting period quarters below is irrelevant to the grant. Reports for the respective period are due on or before the due dates listed below if the grant is open during the “report period” time, and for every quarter that the grant remains open.

Report Period	Due Date
October – December	January 30
January –March	April 30
April – June	July 30
July – September	October 30

4.2 Final Reports: Grantee shall submit final progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period of performance. The final report may not include unliquidated obligations and

EXHIBIT A, SCOPE OF WORK (CONT.)

Item #21.

must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period.

If all projects are completed before the end of the grant period, the final report may be submitted at any time during the period of performance. Further reports are not due after the DHSEM has received, and sent notice of acceptance, of the final grant report.

5. PAYMENT:

5.1 Payment Schedule: Grantee shall submit requests for reimbursement using the DHSEM's provided form, submission preference, and quarterly at minimum. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required progress reports outlined in §4.1 of this Exhibit A.

All requests shall be for eligible actual expenses incurred by Grantee, and as described in detail in the budget table(s) of Exhibit B. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution as outlined in §3.2 of this Exhibit A.

If any progress reports are delinquent at the time of a payment request, the DHSEM may withhold such reimbursement until the required reports have been submitted.

5.2 Payment Amount: If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

6. TESTING AND ACCEPTANCE CRITERIA:

The DHSEM shall evaluate Project(s) through the review of Grantee submitted financial and progress reports, and may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management, and other requirements of this grant. The DHSEM will notify Grantee in advance of such on-site monitoring.

EXHIBIT B, BUDGET**BUDGET:**

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>Local Share</i>	<i>TOTAL Project</i>
Project Coordination: Tasks 1-1 thru 1-9	\$ 67,500.00	\$ 7,500.00	\$ 75,000.00
Data Collection / GIS Updates: Tasks 2-1 thru 2-5	\$ 140,310.00	\$ 15,590.00	\$ 155,900.00
Stormwater Master Plan Prep: Tasks 3-1 thru 3-26	\$ 225,000.00	\$ 25,000.00	\$ 250,000.00
Public Outreach	\$ 6,750.00	\$ 750.00	\$ 7,500.00
Project Management	\$ 9,000.00	\$ 1,000.00	\$ 10,000.00
Pre-Award Grant Preparation & Coordination	\$ 4,500.00	\$ 500.00	\$ 5,000.00
<i>PROJECT ACTIVITY SUBTOTAL</i>	\$ 453,060.00	\$ 50,340.00	\$ 503,400.00
Management & Admin	\$ 5,000.00	\$ 0.00	\$ 5,000.00
TOTAL BUDGET	\$ 458,060.00	\$ 50,340.00	\$ 508,400.00
TOTAL AWARD AMOUNT	\$ 458,060.00		

EXHIBIT C, SAMPLE OPTION LETTER

State Agency Department of Public Safety	Option Letter Number Number (e.g. "1" for the first option)
Grantee Board of County Commissioners of [County Name] County	Option Agreement Number Agreement Encumbrance
Grantee UEI Insert 12-digit ID#	Option Agreement Maximum Amount \$ Amount
Federal Award Information Encumbrance #: YYPDMYYxxxx Federal Award Identification # (FAIN): Insert FAIN Number Federal Award Date: Month Day, Year Name of Federal Awarding Agency: Fed Agency Acronym Assistance Listing (CFDA): Number Grant Program Name Identification if the Award is for R&D: No	Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with all Options that modify the Grant Maximum Amount:** In accordance with §5(A)(ii), the Grant Maximum Amount table on the Grant Award Letter is hereby deleted and replaced with the Option Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to \$ _____ and the maximum amount of local matching funds, if applicable, is \$ _____. The total project amount is \$ _____.

<i>Project Activity/Line Item</i>	<i>Federal Share</i>	<i>State Share</i>
Organization	\$ 0.00	\$ 0.00
Planning	\$ 0.00	\$ 0.00
Equipment	\$ 0.00	\$ 0.00
Training	\$ 0.00	\$ 0.00
TOTAL AWARD AMOUNT		\$ 0.00

3. OPTION EFFECTIVE DATE:

The effective date of this Option Letter is upon approval of the State Controller.

<p style="text-align: center;">STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p style="text-align: center;">_____ By: Kevin R. Klein, Director</p> <p style="text-align: center;">Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">_____ By: Laura Dehart, State Controller Delegate</p> <p style="text-align: center;">Option Effective Date: _____</p>
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EXHIBIT D, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

EXHIBIT D, FEDERAL PROVISIONS (CONT.)

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

EXHIBIT D, FEDERAL PROVISIONS (CONT.)

Item #21.

- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.
- 2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Grantee received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

EXHIBIT D, FEDERAL PROVISIONS (CONT.)

Item #21.

- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
 - 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
 - 8.1.1.1. Subrecipient Unique Entity ID;
 - 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
 - 8.1.2.1. Subrecipient’s Unique Entity ID as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-

specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
 - 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit

EXHIBIT D, FEDERAL PROVISIONS (CONT.)

Item #21.

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the

level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

EXHIBIT E, PII CERTIFICATION

STATE OF COLORADO

THIRD PARTY INDIVIDUAL CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

STATE OF COLORADO

THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Item #21.

Give Form to requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/Sole Proprietor or single member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> Government		Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	Address (number, street, and apt. or suite no.)		Purchase Order address if different (optional)
	City, state, and ZIP code		
List account number(s) here (optional)		Contact name	Contact Email

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number
	Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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Have you ever worked for the State of Colorado? Yes No

Have you ever worked for a PERA Employer? Yes No

Business Types (check all that apply):

<input type="checkbox"/> CO Location/HQ in CO <input type="checkbox"/> CO Location/HQ out of CO <input type="checkbox"/> No CO Location/HQ in US <input type="checkbox"/> No CO Location/HQ out of US <input type="checkbox"/> Has Paid Compensation Tax <input type="checkbox"/> Has Not Paid Compensation Tax <input type="checkbox"/> African American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> CDOT Certified Emerging Small Business <input type="checkbox"/> CDOT Certified Disadvantaged Small Business <input type="checkbox"/> Women Owned <input type="checkbox"/> Woman Business Enterprise	<input type="checkbox"/> Veteran Owned <input type="checkbox"/> Disabled Vet Business Enterprise <input type="checkbox"/> Disadvantaged Veteran Enterprise <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> Vietnam Veteran <input type="checkbox"/> Veteran Business Enterprise <input type="checkbox"/> Disadvantaged Business Enterprise <input type="checkbox"/> Small Disadvantaged Business <input type="checkbox"/> Disabled Owned <input type="checkbox"/> 8(A) Designation <input type="checkbox"/> HUBZone Certified <input type="checkbox"/> Labor Surplus <input type="checkbox"/> Historical Black Colleges & Universities <input type="checkbox"/> Small Business <input type="checkbox"/> Airport Concession Disadvantaged Business
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a

U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present

in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as

an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.

Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if

items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

Visit IRS.gov to learn more about identity theft and how to reduce your risk

1
List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2
Circle the minor's name and furnish the minor's SSN.

3
You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4
List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.
*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.
A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under a section 403(b) plan or section 457(g) plan
Note. You may wish to consult with the financial institution requesting this form to determine the FATCA code and/or exempt payee code should be completed.

VENDOR DIRECT DEPOSIT / EFT ACH AUTHORIZATION FORM



COLORADO

Item #21.

Office of the State Controller

Department of Personnel & Administration

SECTION I (AGENCY USE) - PAYOR, STATE INFORMATION

STATE AGENCY Colorado Division of Homeland Security & Emergency Management VENDOR CODE _____
MAILING ADDRESS 9195 E Mineral Ave. ADDRESS ID _____
CITY, STATE, ZIP Centennial, CO 80112 VERIFIED BY** _____
AGENCY CONTACT/EMAIL emily.drosselmeyer@state.co.us VERIFICATION METHOD:
VENDOR/VERIFICATION CONTACT _____ PHONE EMAIL

** State employee who performed independent verification per the EFT Setup/Change guidance (step 8) on the CORE site

SECTION II - PAYEE, VENDOR INFORMATION

PAYEE NAME _____ PHONE _____
DOING BUSINESS AS (DBA, OPTIONAL) _____
MAILING ADDRESS _____
CITY, STATE, ZIP _____
EMAIL (FOR REMITTANCE ADVICE) _____

SECTION III - DEPOSITORY FINANCIAL INSTITUTION AND ACCOUNT INFORMATION

PLEASE INCLUDE A VOIDED CHECK (NOT A TEMPORARY CHECK OR DEPOSIT SLIP) OR
SIGNED BANK LETTER THAT INCLUDES ALL INFORMATION REQUESTED IN THIS SECTION

BANK NAME _____ BRANCH ADDRESS _____
ROUTING NUMBER _____ ACCOUNT NUMBER _____
ACCOUNT TYPE CHECKING SAVINGS FOR FURTHER CREDIT (OPTIONAL) _____
PAYEE TAXPAYER ID NUMBER (SSN OR EIN, NO DASHES) _____
SHOULD ALL STATE OF COLORADO PAYMENTS TO THIS TAXPAYER ID USE THIS BANK ACCOUNT? YES NO
IF NO, PLEASE EXPLAIN _____

SECTION IV - AUTHORIZATION FOR ACH / DIRECT DEPOSIT SETUP, CHANGE, OR CANCEL

SETUP CHANGE CANCEL **FOR CHANGES ONLY**, PLEASE PROVIDE EXISTING ROUTING & ACCOUNT NUMBER
ROUTING NUMBER _____ EXISTING ACCOUNT NUMBER _____

I certify that I have the authority to execute this authorization. I hereby authorize the State of Colorado to initiate ACH credit entries (deposits) and if necessary to reverse any incorrect ACH payments made in error to the above bank account. In the event a reversal cannot be implemented, I understand the State will utilize any other lawful means to recover the deposited funds to which the payee was not entitled. This authorization is to remain in full force until the state has received written notification of cancellation in such time as to afford a reasonable opportunity to act on it.

PRINTED NAME _____ TITLE _____
SIGNATURE _____ DATE _____

GRANT FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
 - 2.1.8. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- 2.1.8.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2. Is not organized primarily for profit; and
 - 2.1.8.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-

qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

2.1.18. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information at <http://www.sam.gov> at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

- 5.1.2.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.
- 8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient Unique Entity ID;
- 8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
- 8.1.1.3. Subrecipient parent's organization Unique Entity ID;
- 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1. Subrecipient's Unique Entity ID as registered in SAM.

- 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit

of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECEPIENT CONTRACTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never contract with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

- 13.1. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.



TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Little Thompson Trail Pedestrian Bridge Deposit

ACTION PROPOSED: Consider an Accelerated Purchase of a Pedestrian Bridge

ATTACHMENTS:

1. Bridge Quote
2. Area Map
3. Bridge Design

PRESENTED BY: Jason Elkins, PE, Public Works Director

AGENDA ITEM DESCRIPTION:

As a crucial component of the ongoing Little Thompson Trail Project, a separate project is underway that includes design and plans for the construction and installation of a pedestrian bridge over the Little Thompson River. Otak Inc., the project's design engineer, has requested quotes for the bridge's fabrication and has found a competent and local manufacturer, Contech Engineered Solutions LLC. The fabrication and delivery of the bridge are projected to take approximately 10 months. This project was initially budgeted in FY 2023, but due to the delays in the initial Little Thompson Trail Project this bridge project scope was delayed. Funds are proposed in the FY 2024 budget to put the bridge trail project on a more streamlined schedule and ordering this bridge section now helps to ensure the installation and schedule for FY 2024. Specifically, this allows for its timely delivery and installation immediately following the completion of the abutment construction. The Town Council is being asked to consider approving the 50% deposit, which is necessary to begin the manufacturing process of the pedestrian bridge.

The total cost for the bridge stands at \$116,300. Staff is requesting a 50% deposit amounting to \$58,150, which will enable Contech Engineered Solutions LLC to start procuring materials and fabricating the bridge. The remaining balance will be due in Summer of 2024 and is proposed for funding in the proposed 2024 fiscal year budget.

LEGAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

Not applicable.

FINANCIAL ADVICE:

Funding is appropriated in FY 2023 in the amount of \$58,150. The remaining balance is funded in the proposed 2024 fiscal year budget in the Parks & Open Space fund.

RECOMMENDED ACTION: Approve the deposit of the pedestrian bridge in the current year.

SUGGESTED MOTIONS:

For Approval: I move to approve the deposit and authorize the Town Manager to execute the purchase invoice as appropriate and necessary to procure the pedestrian bridge for the Little Thompson Trail Project.

For Denial: I move to deny the deposit as presented.

Reviewed and Approved for Presentation,



Town Manager

Quote # QUO-585795-Q4L9M6 DRAFT DOCUMENT

Date	9/27/2023	Account Name	Town of Johnstown	Reply-To	
Quote #	QUO-585795-Q4L9M6	Contact Name	Town of Johnstown	Contech Rep.	Pete Niemann
		Phone	(970) 587-4664	Address	19060 County Road 66, Greeley, CO, 80631
Project Name	Little Thompson River Ped Bridge	Fax		Phone	970-301-2064
Project #	768770	Email		Fax	
Project City/State	Johnstown, CO			Email	Pete.Niemann@conteches.com

Contech's offer to sell the products described in this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herewith and/or viewable at www.conteches.com/cos. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Pieces	Quantity	Extended Unit Price	Unit	Unit Total	
	<p>Prefabricated steel truss pedestrian bridge superstructure with features as described below:</p> <p>Bridge Model: Pedestrian Truss Bridge – Connector – Half Through Underhung – Parallel Chords – Pratt Diagonals Length: 80.00 ft. (out to out dimension) Width: 10.00 ft. (clear between inside face of rail) Design Code: AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges Design Vehicle: H5 Live Load: 90 psf. Number of Pieces: 1 Finish: A847 & A588 (Weathering), SP-7 Commercial Blast Bridge Decking: G-90 deck forms are shop-installed ready to receive a field-poured reinforced concrete deck by others (except at splice). Railing Type: Horizontal angle with 4" maximum openings Railing Height: 42" Included Options: IPE Rub Rail, Steel Channel Toe Rail, Plumb End Vertical, End Cover Angle Bearings: Contech Designed Bearings are included. Preliminary Superstructure Weight: 24,600 lbs.</p> <p>Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Colorado.</p> <p>Special Considerations: - Top of deck to low steel dimension is 14" - Contech has been experiencing scarcity, fluctuating raw material production schedules and delays in procurement of structural steel and bridge decking. Fabrication and delivery lead times stated herein are subject to material availability at the time we receive approval to fabricate. - Bridge grade of 1.8% is included. - Skewed ends are excluded.</p>	1.00	1.00	\$116,300.00	EA	\$116,300.00	
						Deposit	\$58,150.00
						Total	\$116,300.00
(Tax not included)						Net Total	\$116,300.00

Standard Notes	
1.	All orders must be shipped within 30 days of manufacture. Should you be unable to accept delivery of materials at the agreed upon time, a storage charge equal to a maximum of 5% per month of the selling price of the stored material applies. Refer to Article 19 Contech CONDITIONS OF SALE.
2.	Allowable unloading time for delivery trucks is two (2) hours. Demurrage charges of \$100.00 per hour thereafter will be added.
3.	Design submittal drawings will be provided, signed and sealed by a Professional Engineer licensed to practice in the State where the project is located.
4.	In addition to any other procedures outlined or remedies provided, at the time of order, Contech will request a desired delivery date for the quoted materials from the purchasing customer. After drawing approval and prior to manufacturing Contech may again confirm the requested delivery date with the purchasing customer. If purchasing customer cannot take delivery of finished materials within 30 days of requested date, and after Contech has manufactured the product(s), Contech will invoice for the total amount of the order with payment due within 30 days. Additionally, Contech may also assess fees in the amount of 5% per month of the selling price of the stored materials that are not shipped within 30 days after the requested delivery date for storage and handling.

Quote # QUO-585795-Q4L9M6 DRAFT DOCUMENT

Standard Notes

5. Lead time for submittal drawings and calculations is 8-10 weeks from formal notice to proceed and receipt of all necessary project information. Due to fluctuations in backlog which occur between the date of this quotation and approval of submittals, material availability, and other supply chain issues, fabrication lead time will be communicated upon receipt of approved submittals.
6. LRFD Guide Specification for the Design of Pedestrian Bridges - Item 4.2 - Fracture: Fracture Critical Member designation shall be in accordance with Provision 12.3.2 of AASHTO/AWS D1.5M/D1.5:2015 which requires each Fracture Critical Member (FCM) to be individually designated by the Engineer prior to bidding. In the absence of such designation, the Fracture requirements of Item 4.2 shall be deemed to have been waived.
7. Preliminary Assembled ship weight: Approximately +/- (See Above) lbs. subject to final design. Contech will not be liable for any additional construction or installation costs incurred related to a change from a preliminary bid design weight to a final design, regardless of the reason for the change.
8. Prices are f.o.b. origin with freight allowed to the jobsite with unloading by others at a truck accessible location.
9. State, County and or local Sales taxes are not included. Sales Tax must be collected unless a valid and signed sales tax exemption certificate has been provided to us. Refer to Article 15 Contech CONDITIONS OF SALE.
10. This quotation expires 30 days from the date shown.
11. This quote is based on live off loading ONLY and is the responsibility of others. The loads will be delivered as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment. Oversized loads warrant additional consideration and providing suitable access shall be the responsibility of the contractor/customer. The driver(s) will leave hard surface public roads only at their discretion but is not obligated to do so. If driver agrees to access a site under any other conditions, customer may be subject to additional costs. Due to curfews and other travel time restrictions on over dimensional loads, the customer shall be responsible for additional costs associated with weekend, holiday or Monday delivery requests. Cancellation of scheduled delivery loads requiring permits within 48hrs may result in additional permits and will be the responsibility of the purchaser. Specialized haulers and or equipment are utilized in the shipping of bridge components (ie "trailer rental"), costs incurred by CONTECH due to cancellation and or postponement of the delivery of bridge components will be the responsibility of the purchaser. Staging/Jockeying of trailers can be provided upon request for an additional fee.

Scope Of Work

Continental Pedestrian

Truss bridge pricing includes the steel truss bridge manufactured in sections sized at the discretion of Contech to facilitate optimum shipments. Sections may require final assembly at the jobsite by others using fasteners supplied by Contech.

The following work is not a part of this offer and is to be performed by others at no cost to Contech:

1. All construction surveying, including field measurement and verification of abutments and anchor bolt placement.
2. Design of the bridge foundations unless otherwise stated herein.
3. Excavation and construction of the bridge foundations.
4. Anchor bolt design, supply, installation or templates.
5. Erection and installation of the bridge structure(s).
6. Touch up painting of any and all surfaces damaged during handling, loading, transport, unloading, rigging, fit up or installation. Touch up paint guidelines are available from Contech.
7. Supply and installation of any expansion joint materials required by the contract.
8. Supply and installation of concrete and reinforcing for bridge deck slab or abutments.
9. Any and all costs associated with special inspection or testing by an independent agency.
10. Bridge approach railing or wing wall rails unless specifically included elsewhere on this proposal.
11. All other associated or appurtenant items not specifically referenced and included elsewhere in this proposal.

PAYMENT TERMS ARE 1/2%-10, NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 1/3 AT ORDER ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 2/3 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, BUYER'S SIGNATURE BELOW, DIRECTION TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. ORIGIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR ITSELF AND/OR ON BEHALF OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

<u>Acceptance</u>		<u>Contech Engineered Solutions LLC.</u>	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HERewith AND VIEWABLE AT www.conteches.com/cos		By	X X X X X X
Company	X X X X X X	(O)	X X X X X X
By	X X X X X X	(F)	X X X X X X
Title	X X X X X X	(Cell)	X X X X X X
Date	X X X X X X	Title	X X X X X X

DRAFT

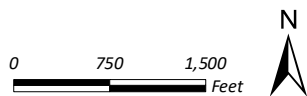


Johnstown Little Thompson River Trail Project

Section 9, T4N, R67W; 6th PM
 UTM NAD 83: Zone 13N; 509156mE, 4464156mN
 Longitude 104.892220°W, Latitude 40.327890°N
 USGS Johnstown, CO Quadrangle
 Weld County, Colorado

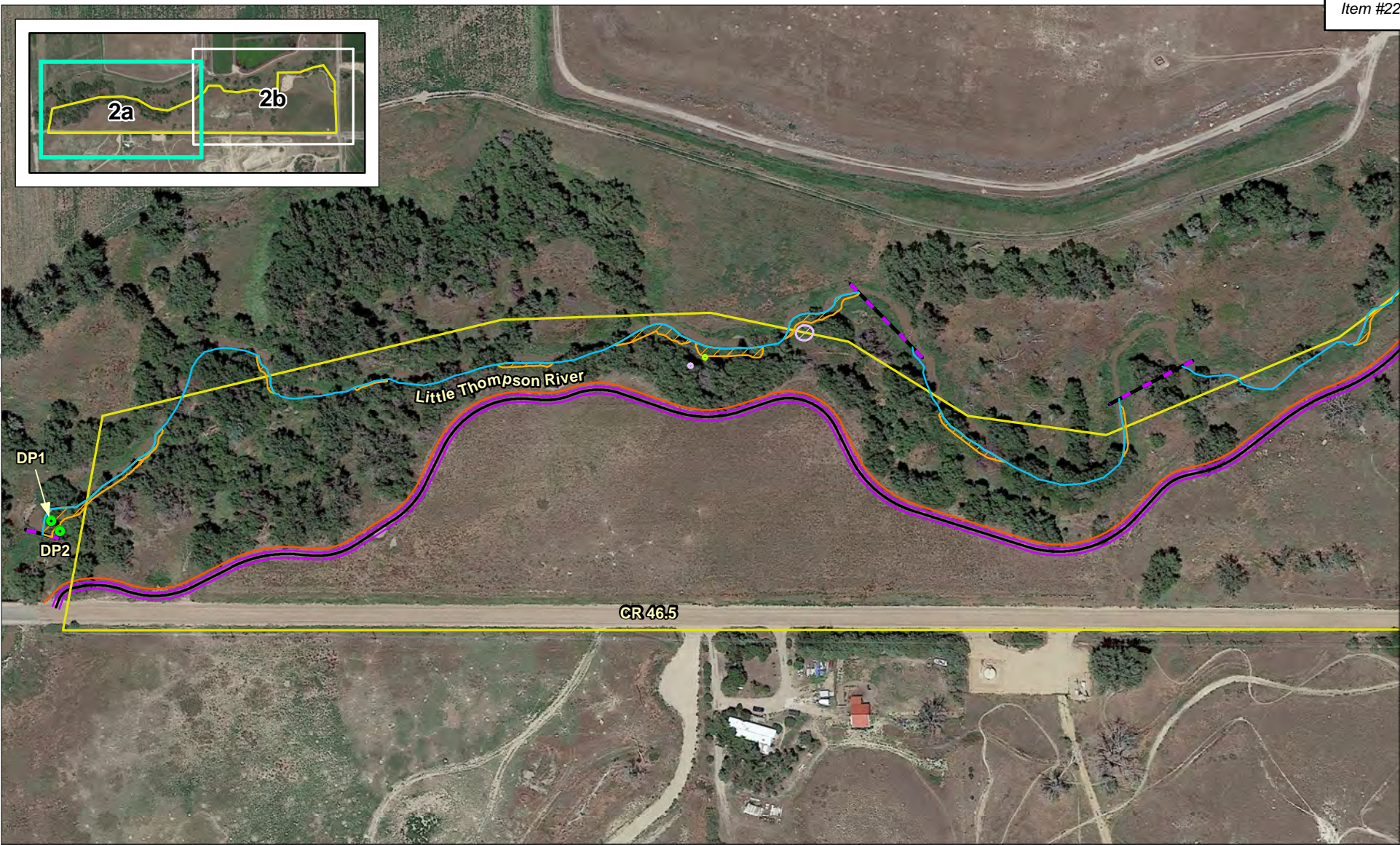
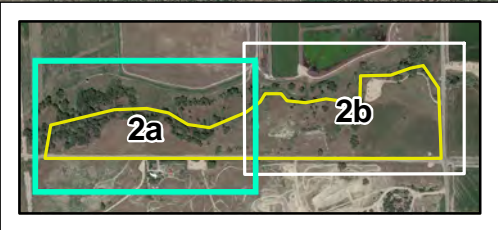
Figure 1
Vicinity Map

Prepared for: Otak
 File: 20_104 Figure 1.mxd (GS)
 July 1, 2020



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Path: P:\20_104\20_104 Johnstown Little Thompson River Trail Project\Maps\NR\20_104 Figures 2a & 2b.mxd



Johnstown Little Thompson River Trail Project

- Data Point
- Ordinary High Water Mark
- Limit of Delineation
- Wetland (0.286 ac)
- Canada Thistle
- Musk Thistle
- Trail Centerline
- Trail Edge
- Trail Fence
- Environmental Study Area

Image Source: Google Earth©, July 2019

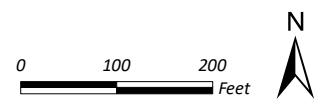


Figure 2a Existing Conditions

Prepared for: Otak
File: 20_104 Figures 2a & 2b.mxd (GS)
July 9, 2021



Path: P:\20_100\20_104 Johnstown Little Thompson River Trail Project\Maps\NR\20_104 Figures 2a & 2b.mxd



Johnstown Little Thompson River Trail Project

- Data Point
- Ordinary High Water Mark
- - - Limit of Delineation
- Wetland (0.286 ac)
- Canada Thistle
- Musk Thistle
- Trail Centerline
- Trail Edge
- Trail Fence
- Environmental Study Area

Image Source: Google Earth©, July 2019

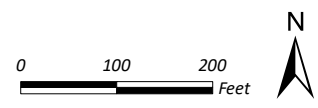


Figure 2b Existing Conditions

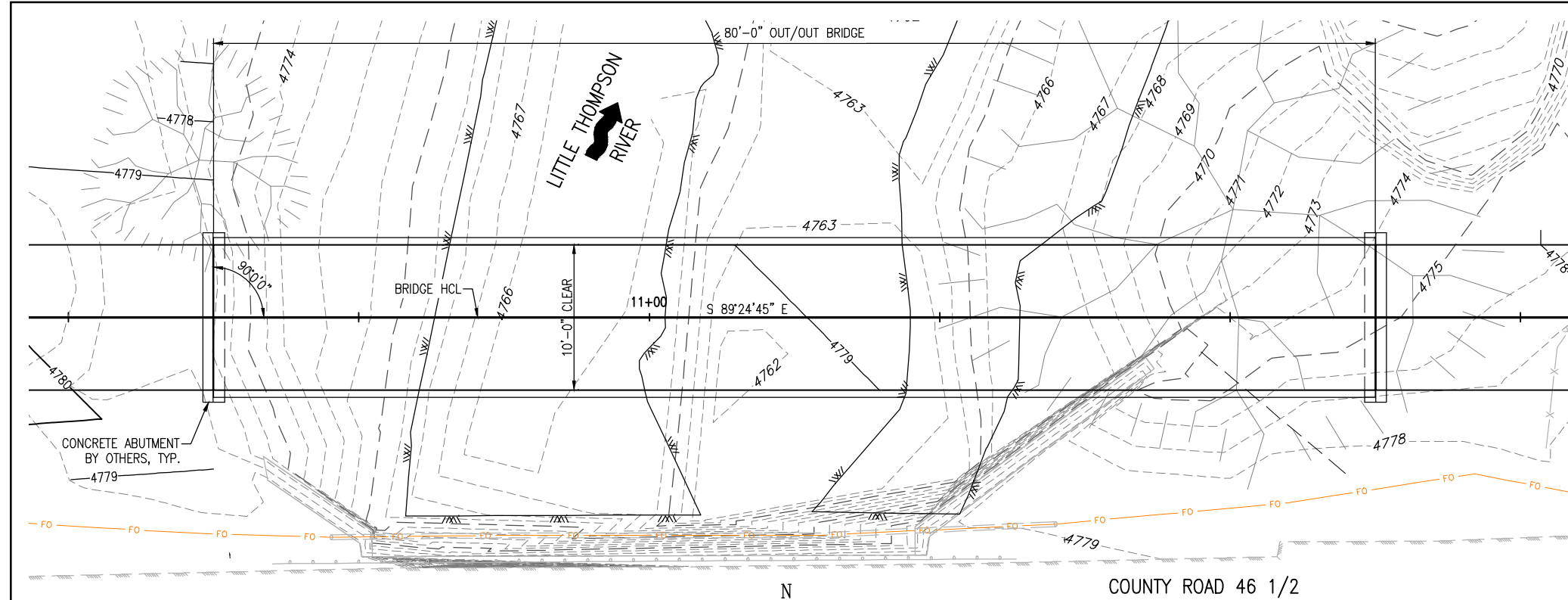
Prepared for: Otak
 File: 20_104 Figures 2a & 2b.mxd (GS)
 July 9, 2021



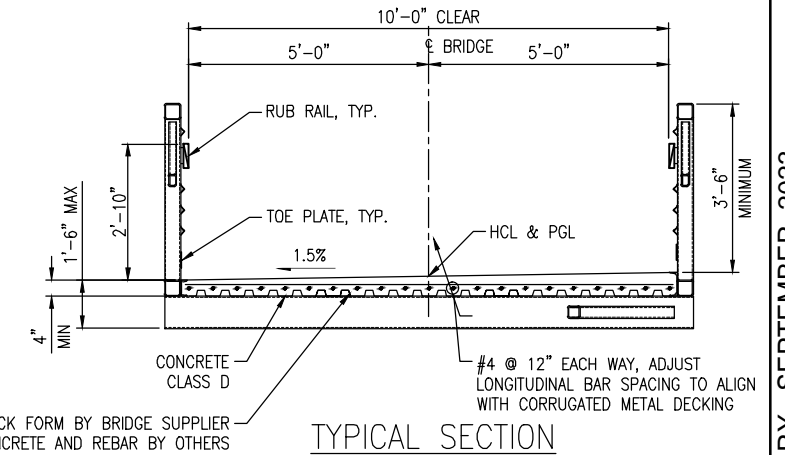
BRIDGE DESIGN INFORMATION

OVERALL LENGTH	SPAN 1
80'-0"	80'-0"
CLEAR WIDTH	10'-0"
CORROSION PROTECTION	WEATHERING STEEL
CAMBER	1%
LIVE LOAD	AASHTO*
VEHICLE LOAD	AASHTO*
WIND LOAD	AASHTO*
SEISMIC ZONE	1
RUB RAILS	TIMBER
TOE PLATE	STEEL
RAIL HEIGHT	3'-6" MIN.
DECKING	CONCRETE
TRUSS TYPE*	UNDERHUNG
STEP	1'-6"
CLOSURE PLATE	NO

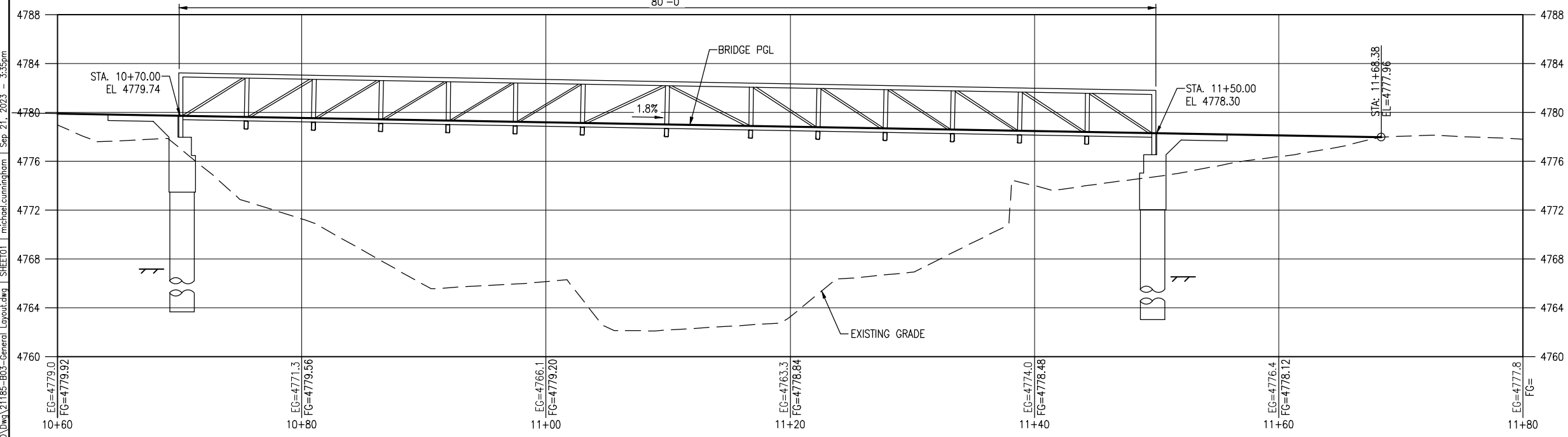
* AASHTO LRFD GUIDE SPECIFICATIONS FOR THE DESIGN OF PEDESTRIAN BRIDGES
 ■ MEASURED AT CENTERLINE OF STRUCTURE
 ▼ MAXIMUM PERMISSIBLE MEASURED FROM TOP OF DECK AT ½ BRIDGE TO LOW STEEL



PLAN



TYPICAL SECTION



ELEVATION

C:\PROJECT\21100\21185\04_CAD\ACAD\Drawings\21185-B03-General Layout.dwg | SHEET01 | michael.cunningham | Sep 21, 2023 | 3:35pm

All seals for this set of drawings are applied to the cover page(s)

Print Date: Sep 21, 2023
 File Name: 21185-B03-General Layout.dwg
 Horiz. Scale: Vert. Scale:

Sheet Revisions		
Date:	Comments	Init.



As Constructed	LITTLE THOMPSON RIVER TRAIL BRIDGE BRIDGE GENERAL LAYOUT
No Revisions:	
Revised:	
Void:	

Designer:	D. Graft	Structure Numbers	
Detailer:	M. Cunningham		
Sheet Subset:	BRIDGE	Subset Sheets:	1 of 1

Project No./Code	XXX XXXX-XXX
	XXXXX
Sheet Number #	590

PRELIMINARY - SEPTEMBER, 2023



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Johnstown Veterans Memorial Landscaping

ACTION PROPOSED: Consider Funding Support for the Johnstown Veterans Memorial Landscaping

ATTACHMENTS: 1. Quote for Landscaping Services

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Completed and installed this year is the Johnstown Veterans Memorial in the roundabout at the intersection of the Frontage Road and Highway 402. The art piece recognizes the sacrifices by our armed forces and also includes monuments recognizing each of the 6 branches of the armed services. The statue has already been assigned to the Town's ownership and it is included in our property and casualty insurance.

The remaining portion yet to be completed is the landscaping around the roundabout. The Veterans Memorial, LLC (a nonprofit organization) has a remaining balance in their accounts of \$11,000. They have taken a couple of quotes to complete the landscaping and the low bid they've received is \$28,400 which leaves a balance of \$17,400. The LLC has made a request to the Town to for financial assistance to complete the balance of this project.

Staff would recommend supporting up to \$18,000 to ensure this project is completed appropriately. As full disclosure, a director on the board of the LLC is Councilmember Berg.

LEGAL ADVICE:

Not applicable.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

A budget amendment may be necessary to accommodate this request.

RECOMMENDED ACTION: Staff supports this request to complete the project.

SUGGESTED MOTIONS:

For Approval: I move to approve the financial support of the Johnstown Veterans Memorial at a cost of not more than \$18,000.

For Denial: I move to deny the financial request made to support the Johnstown Veterans Memorial.

Reviewed and Approved for Presentation,



Town Manager

JJM Landscaping, Concrete, & Fence

1071 Norma Ct.
 Milliken, CO 80543
 (720) 641-8929
 (720)341-2587

Terms of Service Agreement

Contract Date: 08-23-23

Customer Name: Damien Beg

Property Address: Johnston Veterans Memorial Landscaping

JJM landscaping is prepared to provide the following professional services installation will meet CC&R's Guidelines.

Calculations of Fees and Other Charge

Rate of Installation Per Foot	\$
Total Linear Footage	\$
Additional Services	\$
Total Cost of Installation	\$ 28,400
Initial Deposit	\$ 14,200
Balance Due Upon Completion	\$ 14,200

Diagram Of Yard

Zero Scaping
 around the statue
 on the Roundabout
 and Boulders

Termination of Contract by customer: The customer will incur a \$500 termination/cancellation fee, for service providers and staff services.

Termination by JJM Landscaping: JJM Landscaping reserves the right to terminate this agreement if, customer does not comply with said terms and service agreement, if initial deposits are not paid as agreed.

JJM Landscaping will not be responsible to any damage to landscape, sprinkler systems or drainage, etc. if not clearly marked. Customer is fully responsible for obtaining permit if required.

JJM Landscaping

Customer

Authorized Signature

Date

Authorized Signature

Date



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Public Hearing: Amended Proposed 2024 Budget

ACTION PROPOSED: No Action – Public Hearing Only

ATTACHMENTS:

1. Exhibit A – FY 2024 Proposed Budget
2. Exhibit B – FY 2024 Proposed Changes
3. Exhibit C – CIP 2024 to 2033

PRESENTED BY: Devon McCarty, Finance Director

The Town of Johnstown Home Rule Charter, Section 12.5, and Colorado Revised Statutes 29-1-108(1) require that a public hearing be held at a regular meeting of the Town Council to give interested citizens an opportunity to file or register objections or suggestions thereto at any time prior to the adoption of the 2024 Budget.

The original proposed 2024 budget was presented to the Town Council on September 25, 2023 and October 11, 2023. The proposed budget that was originally presented to the Town Council has been amended to reflect Council suggestions, updates to revenue projections as well as other changes that better reflect the current and expected future financial position of the Town.

The amended 2024 Proposed Budget includes a number of important features including the continuation of core services provided by the Town, including police services, planning services, water, sewer, and storm utility services, parks and open space maintenance, cemetery maintenance, municipal courts, transportation networks, infrastructure, building and construction oversight, and various administrative duties including human resources, finance and administration.

In addition to the core services, a number of capital items that will produce significant outcomes for the community are also addressed in the budget. These improvements are a result of the Council goals and objectives and implementation of the various plans that have been developed

The Community That Cares

www.TownofJohnstown.com

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

with the Council, Staff and most importantly, the Community. Some of the more notable items that have been included in the budget are as follows:

- General Fund
 - Police Department building expansion
 - Johnstown Downtown economic study
 - Engineering department
 - Office space expansion
- Parks and Open Space Fund
 - Construction of the Little Thompson Trail bridge project
 - Playground replacement at Aragon Park
 - Master plan for Ledford Elementary School property and the SE corner of CR 46.5 and Parish Avenue
- Street and Alley Fund
 - Street maintenance program
 - Widening of a section of Colorado Blvd. north of Highway 60
 - Highway 60 and Colorado Blvd. intersection improvements
 - Realignment design of the approach of High Plains Blvd. into Highway 34
 - Thompson Parkway roundabout study
- Capital Projects Fund
 - EV charging stations
 - Signage with results from Downtown Branding Study
 - Enhancements to the alleyway west of Parish Avenue between Highway 60 and Charlotte Street
- Water Fund
 - Construction of the new Water Treatment Plant Expansion
 - Easements for the raw water trunk line
 - Issue bonds for capital projects
- Storm Water Fund
 - Stormwater master plan
 - Country Acres drainage improvements
- Sewer Fund
 - Low Point construction
 - North Interceptor construction
 - Central Wastewater Plant construction

While service delivery is either maintained at a consistent level or improved, we expect expenditures to increase when measured across all funds. Managing this increase is only possible when revenues and existing fund balance exceed the projected expenditures. Should revenues not come in as expected, it is possible that these expenditures could change and be decreased. As always, we will monitor these on a continuous basis for any abnormalities.

The budget parallels the methods of accounting used for the Town’s funds. Modified accrual basis is used for all governmental fund operations. Proprietary and fiduciary funds use full accrual basis. Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available and expenditures are recorded when a liability is incurred except for debt service and compensated absences. Under the full accrual basis of accounting, revenues are recorded when earned and that expenditures are recorded when a liability is incurred without consideration of the timing of related cash flows. The basis of accounting used in the budget is the same basis of accounting used in the financial statements. The figures presented in the budget represent the estimated cash balances for the budget year 2024.

LEGAL ADVICE:

A public hearing is required per state and local law.

FINANCIAL ADVICE:

This public hearing will maintain our compliance with both state and local regulations.

RECOMMENDED ACTION: No action is necessary this is a public hearing.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	65,400	365,000	9,000	485,700	925,100	1,000,000	-	-	1,925,100
Events	125,600	19,000	6,200	101,250	252,050	30,000	-	-	282,050
Town Manager	1,213,875	474,800	165,300	187,460	2,041,435	76,000	-	-	2,117,435
Town Clerk	386,150	100,150	44,200	11,800	542,300	-	-	-	542,300
Finance	388,020	298,000	19,900	5,200	711,120	-	-	-	711,120
Planning	634,250	21,200	32,600	8,000	696,050	-	-	-	696,050
Bldg Inspections	92,950	301,700	8,000	750	403,400	-	-	-	403,400
Engineering	1,090,205	19,340	68,950	15,000	1,193,495	120,000	-	-	1,313,495
Police	4,781,120	306,400	480,300	203,000	5,770,820	495,000	4,000,000	-	10,265,820
Public Works	533,850	45,750	80,200	26,300	686,100	-	-	-	686,100
Buildings	-	316,800	4,500	32,000	353,300	650,000	-	-	1,003,300
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	\$9,311,420	\$2,618,140	\$919,150	\$1,076,460	\$13,925,170	\$2,371,000	\$4,000,000	\$0	\$20,296,170

Total Cash Available \$ 34,742,377

Ending Fund Balance \$ 14,446,207

% of Total Budget	45.88%	12.90%	4.53%	5.30%	68.61%	11.68%	19.71%	0.00%	100.00%
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		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
GENERAL FUND REVENUES		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
Advalorem Taxes						
10.01.3110.00	Property Taxes - Weld	3,959,935	4,235,245	4,251,814	4,235,245	11,772,423
10.01.3112.00	Property Taxes - Larimer	4,258,210	4,720,660	4,778,720	4,720,660	6,229,987
	Subtotal	8,218,144	8,955,905	9,030,534	8,955,905	18,002,410
Sales Tax						
10.01.3120.00	Sales Tax - State	12,733,299	7,609,378	9,000,000	11,500,000	12,500,000
10.01.3122.00	Use Tax - Building	2,668,381	1,602,000	750,000	1,650,000	1,000,000
	Subtotal	15,401,681	9,211,379	9,750,000	13,150,000	13,500,000
Excise Tax						
10.01.3130.00	Lodging Tax	157,751	107,329	90,000	110,000	100,000
10.01.3150.00	Tobacco Tax	26,090	19,289	20,000	20,000	20,000
10.01.3160.00	Severance Tax	632,921	702,525	75,000	702,525	150,000
	Subtotal	816,763	829,143	185,000	832,525	270,000
Franchise Tax						
10.01.3180.00	Franchise Tax-Cable	28,014	15,533	32,000	28,000	25,000
10.01.3184.00	Franchise Tax - Electric & Gas	667,126	406,938	420,000	550,000	550,000
	Subtotal	695,140	422,470	452,000	578,000	575,000
Licenses, Permits, & Service Charges						
10.01.3210.00	Business Licenses	27,350	11,326	26,000	11,500	12,000
10.01.3215.00	Contractors Licenses	28,766	27,625	28,000	28,000	25,000
10.01.3220.00	Dog License/Fees	938	1,034	1,500	1,100	1,500
10.01.3230.00	Liquor License	7,431	4,025	4,000	4,100	4,500
10.01.3510.00	Abatement Fees	1,950	170	2,000	500	2,000
10.01.3515.00	Plastic Bag Fees	-	5,935	-	10,000	5,000
10.01.3520.00	Administrative Fees	3,438	1,539	2,500	2,200	2,000
10.01.3530.00	Building Permits	2,518,326	1,482,380	1,000,000	1,650,000	1,100,000
10.01.3565.00	Facility Rental Fees	4,710	7,230	2,500	7,500	3,500
10.01.3570.00	Fingerprinting Fees	330	-	330	-	-

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
10.01.3750.00	Police Facilities Development Fees	713,515	519,878	280,610	542,000	324,725
10.01.3760.00	Public Facilities Impact Fees	1,450,905	1,083,115	609,660	1,135,000	713,075
	Subtotal	4,757,660	3,144,257	1,957,100	3,391,900	2,193,300
Fines, Forfeitures, & Pd Fees						
10.01.3310.00	Court Revenues	212,515	175,821	160,000	190,000	190,000
10.01.3320.00	Court Surcharge	30,423	28,201	15,500	35,000	25,000
10.01.3330.00	Restitution	275	-	-	-	-
	Subtotal	243,213	204,022	175,500	225,000	215,000
Other Revenues						
10.01.3960.00	Interest Income	442,268	1,744,882	15,000	2,000,000	500,000
10.01.3970.00	Misc Revenue	320,023	18,453	10,000	18,453	10,000
10.01.3985.00	Refund Of Expenditures	890,548	756,970	737,500	765,000	350,000
10.01.3990.00	Rent Income	7,312	5,850	6,600	7,800	-
10.01.3995.00	Unrealized Gain	143,579	-	-	-	-
	Subtotal	1,803,730	2,526,155	769,100	2,791,253	860,000
Revenue From Other Agencies						
10.01.3410.00	Grants - Federal	1,910,007	-	-	-	-
10.01.3420.00	Royalties	317,090	178,346	25,000	190,000	50,000
10.01.3440.00	State Grants	134,553	85,804	10,000	85,804	-
	Subtotal	2,361,649	264,150	35,000	275,804	50,000
Events & Community Activities						
10.01.3953.00	Donations/Community Activities	681,649	482	-	500	20,000
10.01.3955.00	Insurance Proceeds	-	2,368	-	-	-
	Subtotal	681,649	2,850	-	500	20,000
Total Fund Revenues		34,979,629	25,560,330	22,354,234	30,200,887	35,685,710

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
GENERAL FUND REVENUES						
Intragovernmental Revenues						
10.01.3999.00	To Library	(1,202,027)	(934,078)	(1,243,246)	(1,245,432)	(2,491,362)
10.01.3999.00	To Sewer Fund	-	-	(50,000,000)	(50,000,000)	-
10.01.3999.00	To Water Fund	-	-	-	-	(50,700,000)
10.01.3999.00	To Parks	(1,112,000)	-	-	-	(1,000,000)
10.01.3999.00	To Rec Center	-	(77,262)	(77,262)	(377,262)	(503,000)
10.01.3999.00	To Streets	-	-	-	-	-
10.01.3999.00	To Tax Fund	(758,068)	(257,587)	(625,000)	(700,000)	(700,000)
10.01.3999.00	From Library	-	-	-	4,380	37,395
	Subtotal	(3,072,095)	(1,268,927)	(51,945,508)	(52,318,314)	(55,356,967)
TOTAL FUND REVENUES W/TRANSERS		31,907,534	24,291,404	(29,591,274)	(22,117,427)	(19,671,256)
UNRESTRICTED CASH BALANCE FORWARD						54,413,633
TOTAL ANTICIPATED FUNDS AVAILABLE						34,742,377

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.10.4001.00	Salaries	55,853	25,151	45,780	41,000	60,500
10.10.4010.00	Payroll Taxes	4,273	1,924	3,550	5,500	4,500
10.10.4025.00	Workers Compensation	308	72	460	460	400
	Total Personnel Services	60,435	27,147	49,790	46,960	65,400
	Contractual Services					
10.10.4100.00	Audit	9,000	9,000	18,000	15,000	40,000
10.10.4135.00	Other Contractual Services	15,094	6,236	40,000	37,000	40,000
10.10.4145.00	Printing & Advertising	5,896	7,465	19,000	9,500	7,000
10.10.4150.00	Professional Services	104,845	103,516	175,000	175,000	260,000
10.10.4180.00	Travel & Training	5,473	5,347	18,000	10,000	18,000
	Total Contractual Services	140,308	131,564	270,000	246,500	365,000
	Commodities					
10.10.4310.00	Computers & Software	2,166	1,342	3,000	3,300	5,000
10.10.4385.00	Supplies - General	3,102	2,469	2,500	4,100	1,500
10.10.4400.00	Supplies - Office	1,457	1,596	1,000	2,100	2,500
	Total Commodities	6,725	5,406	6,500	9,500	9,000
	Other Charges					
10.10.4530.00	Election Expenses	34,814	-	-	-	46,000
10.10.4540.00	Insurance	110,465	113,339	124,650	115,000	90,200
10.10.4560.00	Memberships & Subscriptions	27,320	23,200	65,500	65,500	77,000
10.10.4570.00	Miscellaneous	461,964	426,466	290,000	521,049	272,500
	Total Other Charges	634,564	563,005	480,150	701,549	485,700

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.10.4850.00	Land	-	-	-	667,000	-
10.10.4830.00	Equipment	127,414	-	25,000	25,000	-
10.10.4840.00	Other Improvements	2,190,524	5,000	-	5,000	1,000,000
	Total Capital	2,317,939	5,000	25,000	697,000	1,000,000
	Total Budget Request	3,159,970	732,122	831,440	1,701,509	1,925,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Personnel Services</u>					
10.20.4001.00	Salaries	516,739	452,309	658,700	658,700	817,300
10.20.4002.00	Overtime	-	-	500	500	-
10.20.4010.00	Payroll Taxes	38,525	32,723	50,550	50,550	62,450
10.20.4020.00	Unemployment Taxes	-	-	7,000	7,000	7,000
10.20.4025.00	Workers Compensation	8,800	6,826	4,280	9,000	9,200
10.20.4030.00	Group Insurance	67,850	70,684	73,040	93,400	90,225
10.20.4035.00	Retirement Contribution	46,446	45,637	64,140	64,140	97,900
10.20.4040.00	Automobile Allowance	-	3,575	6,000	6,000	6,000
10.20.4045.00	Cell Phone Allowance	7,369	1,456	900	1,900	1,900
	Total Personnel Services	685,728	613,210	865,110	891,190	1,091,975
	<u>New Personnel</u>					
10.20.4001.00	Salaries	-	-	-	-	76,000
10.20.4010.00	Payroll Taxes	-	-	-	-	6,200
10.20.4020.00	Unemployment Taxes	-	-	-	-	700
10.20.4025.00	Workers Compensation	-	-	-	-	500
10.20.4030.00	Group Insurance	-	-	-	-	28,900
10.20.4035.00	Retirement Contribution	-	-	-	-	9,600
	Total New Personnel	-	-	-	-	121,900
	<u>Contractual Services</u>					
10.20.4120.00	Employee Education	1,000	-	-	-	-
10.20.4135.00	Other Contractual Services	33,302	70,168	45,900	71,000	146,000
10.20.4140.00	Postage	87	28	2,650	2,550	6,550
10.20.4145.00	Printing & Advertising	40,290	49,909	64,040	64,980	86,600
10.20.4150.00	Professional Services	26,353	100,180	130,500	130,300	165,000
10.20.4170.00	Telephone & Internet	2,989	1,899	12,320	10,040	15,800
10.20.4180.00	Travel & Training	22,717	19,341	44,885	30,750	54,850
	Total Contractual Services	126,739	241,525	300,295	309,620	474,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.20.4310.00	Computers & Software	22,721	15,259	59,205	52,545	145,150
10.20.4330.00	Fuel & Lubricants	1,479	337	2,500	1,350	4,250
10.20.4385.00	Supplies - General	908	1,405	9,100	3,000	4,000
10.20.4400.00	Supplies - Office	9,299	7,963	4,900	9,850	11,900
	Total Commodities	34,406	24,963	75,705	66,745	165,300
	Other Charges					
10.20.4540.00	Insurance	3,419	17,419	4,900	17,420	9,000
10.20.4560.00	Memberships & Subscriptions	5,814	5,824	18,420	20,650	25,160
10.20.4570.00	Miscellaneous	23,857	52,503	123,000	85,700	153,300
	Total Other Charges	33,089	75,746	146,320	123,770	187,460
	Capital - \$5,000/item min.					
10.20.4830.00	Equipment	-	6,385	-	6,245	-
10.20.4840.00	Infrastructure	60,609	52	55,000	55,000	-
10.20.4860.00	Vehicles	-	-	-	-	76,000
	Total Capital	60,609	6,437	55,000	61,245	76,000
	Total Budget Request	940,571	961,880	1,442,430	1,452,570	2,117,435

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.30.4001.00	Salaries	255,790	145,060	209,400	209,400	264,400
10.30.4002.00	Overtime	-	-	500	500	500
10.30.4010.00	Payroll Taxes	18,794	10,281	16,000	16,000	20,200
10.30.4020.00	Unemployment Taxes	-	-	1,800	1,800	2,700
10.30.4025.00	Workers Compensation	3,632	1,727	3,900	3,900	4,500
10.30.4030.00	Group Insurance	47,953	30,645	43,400	43,400	56,700
10.30.4035.00	Retirement Contribution	22,155	13,959	25,100	25,100	31,600
	Total Personnel Services	348,324	201,672	300,100	300,100	380,600
	New Personnel					
10.30.4001.00	Salaries	-	-	-	-	5,000
10.30.4010.00	Payroll Taxes	-	-	-	-	400
10.30.4020.00	Unemployment Taxes	-	-	-	-	50
10.30.4025.00	Workers Compensation	-	-	-	-	100
	Total New Personnel	-	-	-	-	5,550
	Contractual Services					
10.30.4135.00	Other Contractual Services	8,935	11,717	18,000	18,000	9,000
10.30.4140.00	Postage	1,822	2,204	2,000	2,500	2,000
10.30.4145.00	Printing & Advertising	1,752	872	1,500	1,000	1,050
10.30.4150.00	Professional Services	81,428	39,647	69,000	71,000	80,000
10.30.4160.00	Rents	984	415	1,000	1,000	1,000
10.30.4170.00	Telephone & Internet	3,653	1,175	4,960	3,500	2,100
10.30.4180.00	Travel & Training	850	2,638	3,500	3,500	5,000
	Total Contractual Services	99,423	58,669	99,960	100,500	100,150
	Commodities					
10.30.4310.00	Computers & Software	9,051	25,185	33,850	30,896	41,000
10.30.4330.00	Fuel & Lubricants	297	59	500	150	200
10.30.4400.00	Supplies - Office	4,825	1,594	3,000	3,000	3,000
	Total Commodities	14,172	26,837	37,350	34,046	44,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
10.30.4540.00	Insurance	3,758	6,605	2,500	6,605	2,600
10.30.4560.00	Memberships & Subscriptions	273	417	1,500	650	700
10.30.4570.00	Miscellaneous	3,909	209	500	2,100	8,500
	Total Other Charges	7,939	7,231	4,500	9,355	11,800
	Total Budget Request	469,859	294,409	441,910	444,001	542,300

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.40.4001.00	Salaries	106,934	104,332	150,200	150,200	191,400
10.40.4002.00	Overtime	-	11	500	500	200
10.40.4010.00	Payroll Taxes	7,866	7,435	11,500	11,500	14,700
10.40.4020.00	Unemployment Taxes	-	-	1,800	1,800	1,800
10.40.4025.00	Workers Compensation	1,570	1,640	2,560	2,560	3,400
10.40.4030.00	Group Insurance	18,709	22,740	28,500	28,500	35,550
10.40.4035.00	Retirement Contribution	11,409	11,015	18,100	18,100	23,000
10.20.4045.00	Cell Phone Allowance	169	219	-	300	300
	Total Personnel Services	146,657	147,392	213,160	213,460	270,350
	New Personnel					
10.40.4001.00	Salaries	-	-	-	-	71,750
10.40.4002.00	Overtime	-	-	-	-	1,000
10.40.4010.00	Payroll Taxes	-	-	-	-	5,600
10.40.4020.00	Unemployment Taxes	-	-	-	-	620
10.40.4025.00	Workers Compensation	-	-	-	-	1,000
10.40.4030.00	Group Insurance	-	-	-	-	28,900
10.40.4035.00	Retirement Contribution	-	-	-	-	8,800
	Total New Personnel	-	-	-	-	117,670

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.40.4135.00	Other Contractual Services	148,776	150,175	198,000	204,650	285,000
10.40.4140.00	Postage	-	469	450	500	200
10.40.4145.00	Printing & Advertising	-	-	3,000	500	2,500
10.40.4150.00	Professional Services	605	4	-	50	100
10.40.4170.00	Telephone & Internet	2,439	1,370	7,000	2,500	4,200
10.40.4180.00	Travel & Training	950	2,234	7,500	4,500	6,000
	Total Contractual Services	152,770	154,252	215,950	212,700	298,000
	Commodities					
10.40.4310.00	Computers & Software	31,543	4,182	11,760	9,867	16,400
10.40.4400.00	Supplies - Office	4,983	3,590	3,500	3,900	3,500
	Total Commodities	36,525	7,772	15,260	13,767	19,900
	Other Charges					
10.40.4540.00	Insurance	1,291	1,452	1,400	1,452	2,100
10.40.4560.00	Memberships & Subscriptions	150	-	600	600	600
10.40.4570.00	Miscellaneous	5,031	333	4,500	2,500	2,500
	Total Other Charges	6,472	1,784	6,500	4,552	5,200
	Total Budget Request	342,425	311,200	450,870	444,479	711,120

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
10.XX.4001.00	Salaries	-	-	-	-	78,950
10.XX.4010.00	Payroll Taxes	-	-	-	-	6,150
10.XX.4020.00	Unemployment Taxes	-	-	-	-	700
10.XX.4025.00	Workers Compensation	-	-	-	-	1,000
10.XX.4030.00	Group Insurance	-	-	-	-	28,900
10.XX.4035.00	Retirement Contribution	-	-	-	-	9,600
10.XX.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total New Personnel	-	-	-	-	125,600
	<u>Contractual Services</u>					
10.XX.4135.00	Other Contractual Services	-	-	-	-	11,250
10.XX.4140.00	Postage	-	-	-	-	50
10.XX.4145.00	Printing & Advertising	-	-	-	-	3,000
10.XX.4170.00	Telephone	-	-	-	-	700
10.XX.4180.00	Travel & Training	-	-	-	-	4,000
	Total Contractual Services	-	-	-	-	19,000
	<u>Commodities</u>					
10.XX.4310.00	Computers & Software	-	-	-	-	4,700
10.XX.4385.00	Supplies - General	-	-	-	-	1,000
XX.10.4400.00	Supplies - Office	-	-	-	-	500
	Total Commodities	-	-	-	-	6,200
	<u>Other Charges</u>					
10.XX.4540.00	Insurance	-	-	-	-	700
10.XX.4560.00	Memberships & Subscriptions	-	-	-	-	550
10.XX.4570.00	Miscellaneous	-	-	-	-	100,000
	Total Other Charges	-	-	-	-	101,250

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
10.XX.4860.00	Vehicles	-	-	-	-	30,000
	Total Capital	-	-	-	-	30,000
	Total Budget Request	-	-	-	-	282,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.50.4001.00	Salaries	229,464	194,307	345,600	345,600	382,900
10.50.4002.00	Overtime	-	-	-	-	500
10.50.4010.00	Payroll Taxes	16,596	13,668	26,300	26,300	29,300
10.50.4020.00	Unemployment Taxes	-	-	4,000	4,000	4,000
10.50.4025.00	Workers Compensation	4,018	3,039	6,730	6,730	6,500
10.50.4030.00	Group Insurance	52,018	40,708	84,200	84,200	58,900
10.50.4035.00	Retirement Contribution	22,813	19,116	41,650	41,650	46,300
	Total Personnel Services	324,909	270,838	508,480	508,480	528,400
	New Personnel					
10.50.4001.00	Salaries	-	-	-	-	62,200
10.50.4002.00	Overtime	-	-	-	-	1,000
10.50.4010.00	Payroll Taxes	-	-	-	-	4,650
10.50.4020.00	Unemployment Taxes	-	-	-	-	600
10.50.4025.00	Workers Compensation	-	-	-	-	1,250
10.50.4030.00	Group Insurance	-	-	-	-	28,900
10.50.4035.00	Retirement Contribution	-	-	-	-	7,250
	Total New Personnel	-	-	-	-	105,850
	Contractual Services					
10.50.4120.00	Employee Education	-	-	3,000	-	-
10.50.4135.00	Other Contractual Services	99,552	1,871	3,000	2,000	3,000
10.50.4140.00	Postage	453	406	800	450	-
10.50.4145.00	Printing & Advertising	195	51	1,000	500	5,000
10.50.4150.00	Professional Services	814	224	-	250	-
10.50.4170.00	Telephone & Internet	2,439	1,281	7,200	7,200	4,200
10.50.4180.00	Travel & Training	2,434	358	9,200	2,500	9,000
	Total Contractual Services	105,886	4,190	24,200	12,900	21,200

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Commodities</u>					
10.50.4310.00	Computers & Software	12,891	21,248	20,580	23,000	29,600
10.50.4400.00	Supplies - Office	13,072	795	5,000	2,000	3,000
	Total Commodities	25,963	22,043	25,580	25,000	32,600
	<u>Other Charges</u>					
10.50.4540.00	Insurance	2,944	3,617	2,050	3,617	3,500
10.50.4560.00	Memberships & Subscriptions	763	459	2,500	2,000	2,500
10.50.4570.00	Miscellaneous	3,000	618	3,500	2,000	2,000
	Total Other Charges	6,708	4,694	8,050	7,617	8,000
	<u>Capital - \$5,000/item min.</u>					
10.50.4830.00	Equipment	7,740	-	-	-	-
	Total Capital	7,740	-	-	-	-
	Total Budget Request	471,205	301,764	566,310	553,997	696,050

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
10.51.4137.00	Contractual - Restricted Bill Back	780,994	466,923	700,000	650,000	350,000
	Total Contractual Services	780,994	466,923	700,000	650,000	350,000
	Total Budget Request	780,994	466,923	700,000	650,000	350,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.60.4001.00	Salaries	63,282	52,763	65,800	65,800	63,000
10.60.4010.00	Payroll Taxes	4,839	3,759	5,050	5,050	4,700
10.60.4020.00	Unemployment Taxes	-	-	650	650	650
10.60.4025.00	Workers Compensation	65	49	1,250	1,080	1,200
10.60.4030.00	Group Insurance	540	10,559	21,000	21,000	16,100
10.60.4035.00	Retirement Contribution	5,366	5,370	9,600	9,600	7,300
	Total Personnel Services	74,091	72,500	103,350	103,180	92,950
	Contractual Services					
10.60.4135.00	Other Contractual Services	199,219	175,542	300,000	300,000	300,000
10.60.4145.00	Printing & Advertising	-	-	200	-	-
10.60.4170.00	Telephone & Internet	540	338	1,700	1,700	700
10.60.4180.00	Travel & Training	-	-	1,800	1,000	1,000
	Total Contractual Services	199,759	175,880	303,700	302,700	301,700
	Commodities					
10.60.4310.00	Computers & Software	2,601	5,728	5,270	5,800	7,600
10.60.4400.00	Supplies - Office	472	125	700	250	400
10.60.4430.00	Supplies - Training	-	969	-	1,000	-
	Total Commodities	3,074	6,822	5,970	7,050	8,000
	Other Charges					
10.60.4540.00	Insurance	680	885	500	885	600
10.60.4560.00	Memberships & Subscriptions	170	-	300	-	150
	Total Other Charges	850	885	800	885	750
	Total Budget Request	277,773	256,086	413,820	413,815	403,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.70.4001.00	Salaries	2,559,577	1,881,731	2,798,300	2,788,300	3,280,400
10.70.4002.00	Overtime	59,112	62,814	73,000	73,000	65,000
10.70.4010.00	Payroll Taxes	194,080	143,294	214,800	204,800	256,320
10.70.4020.00	Unemployment Taxes	-	-	28,500	28,500	29,800
10.70.4025.00	Workers Compensation	82,077	53,549	160,000	142,000	152,000
10.70.4030.00	Group Insurance	379,958	265,549	472,500	472,500	488,400
10.70.4035.00	Retirement Contribution	272,304	212,430	340,800	340,800	395,300
	Total Personnel Services	3,547,108	2,619,367	4,087,900	4,049,900	4,667,220
	New Personnel					
10.70.4001.00	Salaries	-	-	-	-	65,000
10.70.4002.00	Overtime	-	-	-	-	2,000
10.70.4010.00	Payroll Taxes	-	-	-	-	5,200
10.70.4020.00	Unemployment Taxes	-	-	-	-	600
10.70.4025.00	Workers Compensation	-	-	-	-	4,000
10.70.4030.00	Group Insurance	-	-	-	-	28,900
10.70.4035.00	Retirement Contribution	-	-	-	-	8,200
	Total New Personnel	-	-	-	-	113,900
	Contractual Services					
10.70.4120.00	Employee Education	-	-	3,000	-	-
10.70.4122.00	Maintenance - Buildings	545	-	-	-	-
10.70.4125.00	Maintenance - Equipment	258	2,177	-	3,000	-
10.70.4130.00	Maintenance - Vehicles	29,588	29,953	27,000	30,000	30,000
10.70.4135.00	Other Contractual Services	105,627	177,700	191,640	190,000	167,100
10.70.4140.00	Postage	1,998	590	4,500	1,800	2,000
10.70.4145.00	Printing & Advertising	2,139	570	1,500	1,000	1,500
10.70.4150.00	Professional Services	6,921	10,951	28,500	20,000	29,000
10.70.4170.00	Telephone & Internet	37,859	30,619	45,000	39,000	44,300
10.70.4180.00	Travel & Training	17,464	20,587	42,000	25,000	32,500
	Total Contractual Services	202,399	273,147	343,140	309,800	306,400

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.70.4310.00	Computers & Software	13,310	115,763	111,170	190,000	195,750
10.70.4330.00	Fuel & Lubricants	52,259	54,125	72,000	72,000	107,600
10.70.4385.00	Supplies - General	113,168	82,341	174,300	170,000	138,300
10.70.4395.00	Supplies - Lab	10,552	6,337	6,000	6,500	7,000
10.70.4400.00	Supplies - Office	10,483	5,987	13,500	9,000	11,000
10.70.4460.00	Uniforms	10,845	7,336	29,000	20,000	20,650
	Total Commodities	210,617	271,889	405,970	467,500	480,300
	Other Charges					
10.70.4520.00	Donations - Community Programs	5,235	3,051	4,500	4,000	4,500
10.70.4540.00	Insurance	101,831	110,815	106,100	110,815	198,000
10.70.4560.00	Memberships & Subscriptions	295	100	1,500	500	500
10.70.4570.00	Miscellaneous	7,640	-	-	-	-
	Total Other Charges	115,002	113,966	112,100	115,315	203,000
	Capital - \$5,000/item min.					
10.70.4830.00	Equipment	-	1,697	7,500	-	-
10.70.4860.00	Vehicles	134,348	258,052	300,000	300,000	495,000
	Total Capital	134,348	259,749	307,500	300,000	495,000
Impact						
	Contractual Services					
10.70.4135.00	Other Contractual Services	18,237	-	-	-	-
	Total Contractual Services	18,237	-	-	-	-
	Capital - \$5,000/item min.					
10.70.4860.00	Vehicles	54,940	300,000	300,000	300,000	-
10.70.4890.00	Other Improvements	22,234	126,943	450,000	450,000	4,000,000
	Total Capital	77,174	426,943	750,000	750,000	4,000,000
	Total Budget Request	4,304,884	3,965,061	6,006,610	5,992,515	10,265,820

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
.4001.00	Salaries	-	-	-	-	260,000
.4002.00	Overtime	-	-	-	-	1,000
.4010.00	Payroll Taxes	-	-	-	-	20,000
.4020.00	Unemployment Taxes	-	-	-	-	2,300
.4025.00	Workers Compensation	-	-	-	-	7,000
.4030.00	Group Insurance	-	-	-	-	32,900
.4035.00	Retirement Contribution	-	-	-	-	28,900
.4045.00	Cell Phone Allowance	-	-	-	-	300
	Total Personnel Services	-	-	-	-	352,400
	New Personnel					
.4001.00	Salaries	-	-	-	-	478,005
.4010.00	Payroll Taxes	-	-	-	-	36,600
.4020.00	Unemployment Taxes	-	-	-	-	4,500
.4025.00	Workers Compensation	-	-	-	-	17,000
.4030.00	Group Insurance	-	-	-	-	144,400
.4035.00	Retirement Contribution	-	-	-	-	57,300
	Total Personnel Services	-	-	-	-	737,805
	Contractual Services					
.4130.00	Maintenance - Vehicles	-	-	-	-	4,000
.4170.00	Telephone & Internet	-	-	-	-	5,340
.4180.00	Travel & Training	-	-	-	-	10,000
	Total Contractual Services	-	-	-	-	19,340

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
.4310.00	Computers & Software	-	-	-	-	35,200
.4330.00	Fuel & Lubricants	-	-	-	-	5,000
.4385.00	Supplies - General	-	-	-	-	1,000
.4390.00	Supplies - Janitorial	-	-	-	-	500
.4400.00	Supplies - Office	-	-	-	-	12,000
.4410.00	Supplies - Operational	-	-	-	-	10,000
.4440.00	Supplies - Fleet	-	-	-	-	3,000
.4460.00	Uniforms	-	-	-	-	2,250
	Total Commodities	-	-	-	-	68,950
	Other Charges					
.4540.00	Insurance	-	-	-	-	8,000
.4560.00	Memberships & Subscriptions	-	-	-	-	7,000
	Total Other Charges	-	-	-	-	15,000
	Capital - \$5,000/item min.					
.4830.00	Equipment					20,000
.4860.00	Vehicles	-	-	-	-	100,000
	Total Capital	-	-	-	-	120,000
	Total Budget Request	-	-	-	-	1,313,495

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
10.80.4001.00	Salaries	382,971	320,517	449,600	464,300	365,700
10.80.4002.00	Overtime	1,309	1,631	500	3,000	2,000
10.80.4010.00	Payroll Taxes	28,373	23,122	37,800	34,650	27,900
10.80.4020.00	Unemployment Taxes	-	-	4,600	3,300	3,500
10.80.4025.00	Workers Compensation	8,196	7,006	18,800	10,500	12,000
10.80.4030.00	Group Insurance	58,743	56,071	72,800	82,500	37,400
10.80.4035.00	Retirement Contribution	30,177	33,361	57,800	48,950	43,900
10.80.4045.00	Cell Phone Allowance	475	388	-	600	600
	Total Personnel Services	510,244	442,096	641,900	647,800	493,000
	New Personnel					
10.80.4001.00	Salaries	-	-	-	-	24,500
10.80.4010.00	Payroll Taxes	-	-	-	-	1,900
10.80.4020.00	Unemployment Taxes	-	-	-	-	250
10.80.4025.00	Workers Compensation	-	-	-	-	1,500
10.80.4030.00	Group Insurance	-	-	-	-	9,700
10.80.4035.00	Retirement Contribution	-	-	-	-	3,000
	Total Personnel Services	-	-	-	-	40,850
	Contractual Services					
10.80.4125.00	Maintenance - Equipment	887	4	3,000	1,000	2,000
10.80.4130.00	Maintenance - Vehicles	-	50	-	750	1,250
10.80.4135.00	Other Contractual Services	3,562	1,530	1,500	3,700	3,800
10.80.4140.00	Postage	75	50	50	100	100
10.80.4145.00	Printing & Advertising	597	-	500	500	600
10.80.4150.00	Professional Services	755	-	-	-	-
10.80.4160.00	Rents	563	1,140	1,000	2,800	3,000
10.80.4170.00	Telephone & Internet	13,992	15,882	6,000	20,000	20,000
10.80.4180.00	Travel & Training	1,816	5,193	5,000	5,200	15,000
	Total Contractual Services	23,183	23,849	17,050	34,050	45,750

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
10.80.4310.00	Computers & Software	23,106	24,118	38,600	38,600	45,550
10.80.4330.00	Fuel & Lubricants	1,994	5,053	5,000	6,400	10,150
10.80.4385.00	Supplies - General	14,008	7,932	5,000	8,000	15,000
10.80.4400.00	Supplies - Office	12,619	5,300	1,000	5,500	3,000
10.80.4410.00	Supplies - Operational	270	2,177	5,000	2,300	2,000
10.80.4440.00	Supplies - Fleet	-	849	-	1,500	1,500
10.80.4460.00	Uniforms	-	581	1,000	1,000	3,000
	Total Commodities	51,997	46,010	55,600	63,300	80,200
	Other Charges					
10.80.4540.00	Insurance	6,687	13,903	15,800	13,903	16,300
10.80.4560.00	Memberships & Subscriptions	195	2,163	3,000	3,000	5,000
10.80.4570.00	Miscellaneous	306	7,646	3,000	9,400	5,000
	Total Other Charges	7,189	23,711	21,800	26,303	26,300
	Capital - \$5,000/item min.					
10.80.4830.00	Equipment	-	-	25,000	-	-
	Total Capital	-	-	25,000	-	-
	Total Budget Request	592,613	535,666	761,350	771,453	686,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Contractual Services</u>					
10.82.4122.00	Maintenance - Buildings	26,671	48,000	48,000	48,000	90,000
10.82.4125.00	Maintenance - Equipment	9,555	13,000	10,500	13,000	15,000
10.82.4127.00	Maintenance - Infrastructure	7,377	14,000	9,000	14,000	4,000
10.82.4135.00	Other Contractual Services	56,903	72,000	80,000	72,000	76,000
10.82.4150.00	Professional Services	426	4,000	4,000	4,000	4,200
10.82.4160.00	Rents	-	3,400	1,500	3,400	3,600
10.82.4190.00	Utilities	106,384	113,200	80,000	113,200	124,000
	Total Contractual Services	207,316	267,600	233,000	267,600	316,800
	<u>Commodities</u>					
10.82.4390.00	Supplies - Janitorial	1,318	500	4,000	500	1,500
10.82.4410.00	Supplies - Operational	5,022	1,200	3,000	1,200	3,000
	Total Commodities	6,340	1,700	7,000	1,700	4,500
	<u>Other Charges</u>					
10.82.4540.00	Insurance	20,526	25,208	23,100	25,208	32,000
	Total Other Charges	20,526	25,208	23,100	25,208	32,000
	<u>Capital - \$5,000/item min.</u>					
10.82.4810.00	Buildings	52,298	13,830	25,000	13,830	650,000
	Total Capital	52,298	13,830	25,000	13,830	650,000
	Total Budget Request	286,480	308,338	288,100	308,338	1,003,300

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	350,000	---	350,000
Totals	\$0	\$0	\$0	\$0	0	\$350,000	\$0	\$350,000

Total Cash Available \$ 351,112

Ending Fund Balance \$ 1,112

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CONSERVATION TRUST FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
30.01.3450.00 Lottery Funds	110,880	89,835	82,000	110,000	100,000
30.01.3960.00 Interest Income	774	3,639	50	5,000	4,000
TOTAL FUND REVENUES	111,654	93,474	82,050	115,000	104,000
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					247,112
TOTAL ANTICIPATED FUNDS AVAILABLE	111,654	93,474	82,050	115,000	351,112

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
30.90.4840.00	Infrastructure	79,593	-	-	-	350,000
	Total Capital	79,593	-	-	-	350,000
	Total Budget Request	79,593	-	-	-	350,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

ARTS & CULTURE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	-	-	-	-	-	-	-	-
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0

Total Cash Available \$ 167,102

Ending Fund Balance \$ 167,102

% of Total Budget 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00% 0.00%

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>ARTS & CULTURE FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
		<u>Actuals</u>	<u>Budget</u>		
32.01.3999.00 Transfer In from Library (Library Fac Fee)	-	-	-	17,522	149,580
TOTAL FUND REVENUES	-	-	-	17,522	149,580
UNRESTRICTED CASH BALANCE FORWARD (BEG. FUND BAL.)					17,522
TOTAL ANTICIPATED FUNDS AVAILABLE	-	-	-	17,522	167,102

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
32.90.4800.00	Art	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	762,500	646,250	140,600	72,100	1,621,450	141,000	1,935,000	-	3,697,450
Totals	\$ 762,500	\$ 646,250	\$ 140,600	\$ 72,100	\$ 1,621,450	\$ 141,000	\$ 1,935,000	\$ -	\$ 3,697,450

Total Cash Available \$ 8,256,817

Ending Fund Balance \$ 4,559,367

% of Total Budget	20.62%	17.48%	3.80%	1.95%	43.85%	3.81%	52.33%	0.00%	100.00%
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<u>PARKS AND OPEN SPACE FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
34.01.3225.00	Fishing Licenses	380	735	500	750	500
34.01.3420.00	Grants	13,456	-	-	-	-
34.01.3470.00	Larimer County Open Space	481,882	261,368	243,650	390,000	400,000
34.01.3532.00	Park Fees - Building Permits	229,500	167,000	85,000	189,000	87,500
34.01.3550.00	Cemetery Care Fees	(700)	-	-	-	-
34.01.3567.00	Park Reservation Fees	1,970	2,260	400	2,300	1,600
34.01.3740.00	Park & OS - Impact Fees	829,975	693,478	456,980	733,000	535,850
34.01.3741.00	Park & OS - Developer Share	1,000	-	-	-	-
34.01.3940.00	Cemetery Lot Purchase	74,222	50,235	17,000	51,000	40,000
34.01.3953.00	Donation - General	925	-	-	-	-
34.01.3960.00	Interest Income	48,019	110,224	2,000	135,000	50,000
34.01.3985.00	Reimbursed Expenses	1,356	6,168	-	6,300	1,000
		<u>1,681,986</u>	<u>1,291,468</u>	<u>805,530</u>	<u>1,507,350</u>	<u>1,116,450</u>
34.01.3999.00	From Water Fund	20,000	20,000	20,000	20,000	70,000
34.01.3999.00	From Sewer Fund	20,000	20,000	20,000	20,000	60,000
34.01.3999.00	From Drainage	10,000	10,000	10,000	10,000	10,000
34.01.3999.00	From General Fund	1,112,000	-	-	-	1,000,000
Total Fund Revenues		<u>2,843,986</u>	<u>1,341,468</u>	<u>855,530</u>	<u>1,557,350</u>	<u>2,256,450</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						6,000,367
TOTAL ANTICIPATED FUNDS AVAILABLE						<u>8,256,817</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
34.90.4001.00	Salaries	210,526	220,563	341,500	341,500	388,400
34.90.4002.00	Overtime	9,952	18,315	6,000	16,500	13,000
34.90.4010.00	Payroll Taxes	16,342	17,112	26,200	26,200	30,800
34.90.4020.00	Unemployment Taxes	-	-	6,700	3,500	4,000
34.90.4025.00	Workers Compensation	9,380	6,456	17,500	14,900	15,000
34.90.4030.00	Group Insurance	36,581	42,173	70,850	64,900	56,900
34.90.4035.00	Retirement Contribution	20,432	21,605	42,000	37,000	43,600
	Total Personnel Services	303,213	326,225	510,750	504,500	551,700
	New Personnel Services					
34.90.4001.00	Salaries	-	-	-	-	128,600
34.90.4002.00	Overtime	-	-	-	-	4,000
34.90.4010.00	Payroll Taxes	-	-	-	-	9,900
34.90.4020.00	Unemployment Taxes	-	-	-	-	1,100
34.90.4025.00	Workers Compensation	-	-	-	-	3,500
34.90.4030.00	Group Insurance	-	-	-	-	48,200
34.90.4035.00	Retirement Contribution	-	-	-	-	15,500
	Total Personnel Services	-	-	-	-	210,800
	Contractual Services					
34.90.4122.00	Maintenance - Buildings	303	5,044	8,000	6,000	12,000
34.90.4125.00	Maintenance - Equipment	12,761	22,247	60,000	40,000	38,000
34.90.4127.00	Maintenance - Infrastructure	34,279	65,054	45,000	69,000	300,000
34.90.4130.00	Maintenance - Fleet	3,512	119	15,000	6,000	10,000
34.90.4135.00	Other Contractual Services	31,407	37,942	49,500	45,000	56,250
34.90.4150.00	Professional Services	54,155	27,655	65,000	50,000	60,000
34.90.4170.00	Telephone & Internet	1,823	2,605	2,600	6,500	5,000
34.90.4180.00	Travel & Training	1,723	625	4,000	4,000	5,000
34.90.4190.00	Utilities	56,670	4,763	160,000	130,000	160,000
	Total Contractual Services	196,634	166,053	409,100	356,500	646,250

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
34.90.4300.00	Chemicals	22,659	19,942	27,000	25,000	20,000
34.90.4310.00	Computers & Software	500	992	14,040	15,000	11,600
34.90.4330.00	Fuel & Lubricants	10,347	9,478	15,000	13,000	18,000
34.90.4385.00	Supplies - General	2,306	1,021	3,000	3,000	5,000
34.90.4410.00	Supplies - Operational	35,173	27,995	25,000	50,000	70,000
34.90.4420.00	Supplies - Safety	196	789	1,500	1,500	2,000
34.90.4430.00	Supplies - Training	248	-	1,000	1,000	4,000
34.90.4440.00	Supplies - Fleet	1,032	3,191	-	5,800	6,000
34.90.4460.00	Uniforms	3,101	1,404	2,250	2,250	4,000
	Total Commodities	75,562	64,812	88,790	116,550	140,600
	Other Charges					
34.90.4540.00	Insurance	4,180	4,332	4,300	4,332	8,100
34.90.4570.00	Miscellaneous	10,000	-	12,000	12,000	64,000
	Total Other Charges	14,180	4,332	16,300	16,332	72,100
	Capital - \$5,000/item min.					
34.90.4830.00	Equipment	-	36,646	80,000	80,000	141,000
34.90.4840.00	Infrastructure	1,416,479	-	80,000	-	-
34.90.4860.00	Vehicles	48,712	45,680	45,000	45,680	-
	Total Capital	1,465,191	82,326	205,000	125,680	141,000
Impact						
	Capital - \$5,000/item min.					
34.90.4840.00	Infrastructure	65,166	708,232	2,700,000	2,430,000	1,935,000
	Total Capital	65,166	708,232	2,700,000	2,430,000	1,935,000
	Total Budget Request	2,119,946	1,351,980	3,929,940	3,549,562	3,697,450

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,092,400	3,977,000	405,850	26,000	5,501,250	6,384,000	-	-	11,885,250
Totals	\$ 1,092,400	\$ 3,977,000	\$ 405,850	\$ 26,000	\$ 5,501,250	\$ 6,384,000	\$ -	\$ -	\$ 11,885,250

Total Cash Available \$ 25,766,282

Ending Fund Balance \$ 13,881,031

% of Total Budget	9.19%	33.46%	3.41%	0.22%	46.29%	53.71%	0.00%	0.00%	100.00%
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<u>STREET AND ALLEY FUND REVENUES</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
36.01.3120.00	Sales Taxes - General	2,109,331	1,258,944	1,500,000	1,900,000	2,050,000
36.01.3122.00	Use Taxes - Buildings	666,740	400,346	187,500	425,000	400,000
36.01.3124.00	Sales & Use Taxes - Vehicles	2,268,017	1,723,457	1,500,000	1,900,000	1,600,000
36.01.3140.00	Specific Ownership Taxes	536,268	356,285	380,000	420,000	425,000
36.01.3176.00	Highway Users Taxes	559,856	361,319	538,905	450,000	530,000
36.01.3265.00	Right of Way Permits	-	12,475	-	14,000	10,000
36.01.3420.00	Grants	66,666	479,323	1,175,000	1,095,000	-
36.01.3430.00	Road & Bridge - Weld	104,109	55,617	65,000	65,000	65,000
36.01.3435.00	Road & Bridge - Larimer	46,379	56,015	50,000	56,100	50,000
36.01.3580.00	Vehicle Registration Fees	66,410	41,783	65,000	65,000	65,000
36.01.3585.00	Street Maintenance Fee	2	-	-	-	-
36.01.3590.00	Trash Collection Fees	955,348	756,671	945,000	980,000	985,000
36.01.3790.00	Transportation Facility Development Fee - Impact	3,488,229	2,352,639	1,170,000	2,470,000	1,246,375
36.01.3792.00	Traffic Signal Impact Fee	2,410	-	4,000	-	-
36.01.3793.00	Traffic Signal - Dev Share	52,500	29,750	-	29,750	-
36.01.3794.00	Traffic Interchange Recovery	73,431	48,859	-	48,859	30,000
36.01.3960.00	Interest	118,087	271,270	10,200	300,000	100,000
36.01.3970.00	Miscellaneous	140	40	-	40	-
36.01.3985.00	Refund Of Expenditures	1,095	5,615	-	5,615	1,000
36.01.3995.00	Unrealized Gain On Investments	11,895	-	-	-	-
36.01.3999.00	Transfer In	-	1,450,000	1,450,000	1,450,000	-
	Subtotal	11,126,912	9,660,406	9,040,605	11,674,364	7,557,375
	Total Fund Revenues	11,126,912	9,660,406	9,040,605	11,674,364	7,557,375
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					18,208,907
	Total Anticipated Funds Available					25,766,282

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Personnel Services					
36.90.4001.00	Salaries	313,401	271,861	429,200	429,200	427,400
36.90.4002.00	Overtime	11,491	17,384	25,250	25,250	26,800
36.90.4010.00	Payroll Taxes	23,834	20,688	34,350	34,350	33,400
36.90.4020.00	Unemployment Taxes	-	-	7,650	7,650	3,600
36.90.4025.00	Workers Compensation	15,554	10,119	38,290	38,290	37,000
36.90.4030.00	Group Insurance	46,934	50,743	101,600	101,600	68,700
36.90.4035.00	Retirement Contribution	32,058	29,856	54,450	54,450	52,200
	Total Personnel Services	443,274	400,651	690,790	690,790	649,100
	New Personnel					
36.90.4001.00	Salaries	-	-	-	-	268,000
36.90.4002.00	Overtime	-	-	-	-	5,000
36.90.4010.00	Payroll Taxes	-	-	-	-	20,700
36.90.4020.00	Unemployment Taxes	-	-	-	-	2,400
36.90.4025.00	Workers Compensation	-	-	-	-	9,000
36.90.4030.00	Group Insurance	-	-	-	-	105,900
36.90.4035.00	Retirement Contribution	-	-	-	-	32,300
	Total New Personnel	-	-	-	-	443,300
	Contractual Services					
36.90.4125.00	Maintenance - Equipment	9,506	37,716	25,000	45,000	25,000
36.90.4127.00	Maintenance - Infrastructure	3,091,448	64,019	1,350,000	1,670,000	2,503,000
36.90.4130.00	Maintenance - Fleet	22,735	23,935	10,000	43,000	40,000
36.90.4135.00	Other Contractual Services	794,868	700,560	970,000	970,000	1,006,000
36.90.4140.00	Postage	-	-	1,000	-	1,000
36.90.4145.00	Printing & Advertising	1,709	-	3,000	-	3,000
36.90.4150.00	Professional Services	23,283	8,319	50,000	15,000	20,000
36.90.4160.00	Rents	4,774	5,137	5,500	10,000	8,000
36.90.4170.00	Telephone & Internet	3,304	4,724	3,600	6,600	6,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
36.90.4180.00	Travel & Training	3,498	11,872	7,000	13,000	15,000
36.90.4190.00	Utilities	430,683	209,251	350,000	310,000	350,000
	Total Contractual Services	4,385,807	1,065,533	2,775,100	3,082,600	3,977,000
	Commodities					
36.90.4300.00	Chemicals	87,438	41,669	60,000	50,000	59,000
36.90.4310.00	Computers & Software	10,829	15,642	12,100	20,000	25,100
36.90.4330.00	Fuel & Lubricants	75,662	35,638	35,000	45,000	75,000
36.90.4385.00	Supplies - General	5,648	581	10,000	4,000	10,000
36.90.4400.00	Supplies - Office	-	-	400	400	-
36.90.4410.00	Supplies - Operational	31,611	87,377	45,000	190,000	185,000
36.90.4420.00	Supplies - Safety	7,427	29,210	15,000	29,210	23,000
36.90.4430.00	Supplies - Training	-	310	500	500	4,000
36.90.4440.00	Supplies - Fleet	47,459	16,108	25,000	21,000	18,000
36.90.4460.00	Uniforms	4,083	2,904	4,000	4,000	6,750
	Total Commodities	270,156	229,439	207,000	364,110	405,850
	Other Charges					
36.90.4540.00	Insurance	6,197	6,659	19,900	6,659	13,000
36.90.4560.00	Memberships & Subscriptions	422	-	1,000	-	8,000
36.90.4570.00	Miscellaneous	247	3,901	5,000	3,925	5,000
	Total Other Charges	6,866	10,560	25,900	10,584	26,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
36.90.4830.00	Equipment	-	97,226	170,000	170,000	229,000
36.90.4840.00	Infrastructure	3,269,266	4,137,456	7,365,000	6,565,000	5,550,000
36.90.4860.00	Vehicles	161,464	43,333	313,000	446,000	605,000
36.90.4890.00	Other Improvements	15,055	-	-	-	-
	Total Capital	3,445,786	4,278,015	7,848,000	7,181,000	6,384,000
	Total Budget Request	8,551,888	5,984,198	11,546,790	11,329,084	11,885,250

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total	
Capital Projects	-	9,500	-	-	9,500	2,979,000	-	2,988,500	
Totals	\$ -	\$ 9,500	\$ -	\$ -	\$ 9,500	\$ 2,979,000	\$ -	\$ 2,988,500	
Total Cash Available									\$ 11,582,306
Ending Fund Balance									\$ 8,593,806
% of Total Budget	0.00%	0.32%	0.00%	0.00%	0.32%	99.68%	0.00%	100.00%	

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CAPITAL PROJECT FUND REVENUES</u>				<u>Budget</u>		
38.01.3122.01	Use Tax Revenues - Buildings	1,334,609	1,615,248	300,000	1,925,000	800,000
38.01.3960.00	Interest	165,029	407,583	2,200	500,000	100,000
38.01.3995.00	Unrealized Gain On Investments	69,280	-	-	-	-
38.01.3999.00	Transfers To Tax Fund	-	-	(50,000)	(50,000)	(50,000)
	Subtotal	<u>1,568,918</u>	<u>2,022,831</u>	<u>252,200</u>	<u>2,375,000</u>	<u>850,000</u>
	Total Fund Revenues	<u>1,568,918</u>	<u>2,022,831</u>	<u>252,200</u>	<u>2,375,000</u>	<u>850,000</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					10,732,306
	TOTAL ANTICIPATED FUNDS AVAILABLE					<u>11,582,306</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
38.90.4135.00	Other Contractual Services	7,800	5,763	11,500	11,500	9,500
	Total Contractual Services	7,800	5,763	11,500	11,500	9,500
	Capital - \$5,000/item min.					
38.90.4840.00	Infrastructure	5,324,980	2,248,439	2,500,000	2,500,000	2,979,000
	Total Capital	5,324,980	2,248,439	2,500,000	2,500,000	2,979,000
	Total Budget Request	5,332,780	2,254,202	2,511,500	2,511,500	2,988,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	750,000	750,000	-	-	750,000
Totals	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
Total Cash Available								\$ 791,435
Ending Fund Balance								\$ 41,435
% of Total Budget	0.00%	0.00%	0.00%	100.00%	100.00%	0.00%	0.00%	100.00%

	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>TAX ALLOCATION FUND REVENUES</u>		<u>Actuals</u>	<u>Budget</u>		
Transfers In:					
60.01.3120.00 Tax Sharing	-	-	675,000	700,000	700,000
60.01.3999.00 Transfers In	273,150	-	-	-	50,000
	<u>273,150</u>	<u>257,587</u>	<u>675,000</u>	<u>700,000</u>	<u>750,000</u>
Total Fund Revenues	<u>273,150</u>	<u>257,587</u>	<u>675,000</u>	<u>700,000</u>	<u>750,000</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)					41,435
Total Anticipated Funds Available					<u>791,435</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Other Charges					
60.90.4570.00	Miscellaneous	758,068	257,587	675,000	700,000	750,000
	Total Other Charges	758,068	257,587	675,000	700,000	750,000
	Total Budget Request	758,068	257,587	675,000	700,000	750,000

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	844,700	1,199,000	1,202,950	1,273,000	4,519,650	33,400,000	-	37,919,650
WF C&D	464,850	205,000	492,600	1,650	1,164,100	5,877,500		7,041,600
Totals	\$ 1,309,550	\$ 1,404,000	\$ 1,695,550	\$ 1,274,650	\$ 5,683,750	\$ 39,277,500	\$ -	\$ 44,961,250

Total Cash Available \$ 142,873,436

Ending Fund Balance \$ 97,912,186

% of Total Budget	2.91%	3.12%	3.77%	2.83%	12.64%	87.36%	0.00%	100.00%
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	<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>WATER FUND REVENUES</u>	<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
70.01.3270.00 Watering Permit	100	150	-	150	-
70.01.3440.00 Grants	676,967	-	-	-	-
70.01.3810.00 Sales Of Potable Water	4,844,250	3,610,293	4,300,000	4,506,200	5,655,000
70.01.3815.00 Sales Of Nonpotable Water	54,335	34,992	20,000	35,000	20,000
70.01.3820.00 Water Tap Fee	3,596,898	2,367,757	1,357,605	2,700,000	1,397,933
70.01.3825.00 Raw Water Development Fee	3,428,766	2,058,490	1,147,945	2,350,000	1,100,925
70.01.3840.00 Hydrant/Bulk Water	502,616	88,890	235,000	100,000	260,000
70.01.3845.00 Water Lease	26,640	36,750	15,000	36,750	20,000
70.01.3850.00 Water Share Fees	183,065	1,647,250	15,000,000	1,647,250	1,600,000
70.01.3852.00 Water Meter Fee	246,776	191,233	86,500	215,000	91,000
70.01.3920.00 Capital/Developer Contributions	38,984,363	-	-	-	-
70.01.3960.00 Interest Income	255,364	579,308	20,000	730,000	250,000
70.01.3970.00 Miscellaneous	232,619	732,649	125,000	732,649	125,000
70.01.3980.00 Proceeds From Issuance Of Bonds	-	-	56,000,000	-	72,000,000
70.01.3985.00 Refund Of Expenditures	21,754	28,938	-	28,938	-
70.01.3995.00 Unrealized Gain On Investments	67,622	-	-	-	-
70.01.3999.01 Transfer In	-	-	-	-	50,700,000
70.01.3999.00 Transfer Out	-	(600,000)	(600,000)	(600,000)	-
Subtotal	53,122,134	10,776,700	77,707,050	12,481,937	133,219,858
Total Fund Revenues	53,122,134	10,776,700	77,707,050	12,481,937	133,219,858
Unrestricted Cash Balance Forward (Beg. Fund Bal.)					9,653,578
Less Contributed Capital					-
Total Anticipated Funds Available					<u>\$ 142,873,436</u>
Revenues Total					10,519,858

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
Personnel Services						
70.12.4001.00	Salaries	95,790	60,613	95,800	95,800	109,900
70.12.4002.00	Overtime	559	23	500	500	500
70.12.4010.00	Payroll Taxes	6,627	4,393	7,100	7,100	8,400
70.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
70.12.4025.00	Workers Compensation	954	679	1,250	1,250	2,500
70.12.4030.00	Group Insurance	18,248	7,869	19,400	19,400	10,600
70.12.4035.00	Retirement Contribution	9,993	6,054	10,900	10,900	13,000
	Total Personnel Services	132,171	79,631	136,050	136,050	145,900
Contractual Services						
70.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	70,000
70.12.4135.00	Other Contractual Services	66,274	64,308	70,000	70,000	68,400
70.12.4140.00	Postage	8	-	250	250	800
70.12.4145.00	Printing & Advertising	13,393	4,223	15,600	15,600	17,000
70.12.4150.00	Professional Services	473	-	2,000	2,000	2,000
	Total Contractual Services	100,147	88,531	107,850	107,850	158,200
	Administrative Costs Total	232,318	168,162	243,900	243,900	304,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Operational Costs					
	Personnel Services					
70.90.4001.00	Salaries	459,724	278,991	330,200	330,200	482,500
70.90.4002.00	Overtime	25,294	17,728	23,250	23,250	25,800
70.90.4005.00	Compensated Absences	3,425	-	4,500	4,500	8,000
70.90.4010.00	Payroll Taxes	35,228	21,055	25,800	25,800	38,900
70.90.4020.00	Unemployment Taxes	-	-	6,900	6,900	4,400
70.90.4025.00	Workers Compensation	15,839	6,509	16,700	16,700	17,000
70.90.4030.00	Group Insurance	96,851	55,002	57,000	57,000	63,600
70.90.4035.00	Retirement Contribution	43,158	30,026	38,700	38,700	58,300
70.90.4045.00	Cell Phone Allowance	-	150	-	300	300
	Total Personnel Services	679,519	409,461	503,050	503,350	698,800
	Contractual Services					
70.90.4122.00	Maintenance - Buildings	1,558	518	5,000	3,000	4,000
70.90.4125.00	Maintenance - Equipment	184,845	58,330	150,000	100,000	107,000
70.90.4127.00	Maintenance - Infrastructure	129,621	304,628	25,000	405,000	50,000
70.90.4130.00	Maintenance - Vehicles	6,823	2,237	4,000	4,000	7,500
70.90.4135.00	Other Contractual Services	301,502	69,364	224,000	104,000	156,000
70.90.4140.00	Postage	4	34	3,500	35	3,500
70.90.4145.00	Printing and Advertising	-	-	2,000	-	2,000
70.90.4150.00	Professional Services	270,786	116,249	200,000	190,000	210,000
70.90.4170.00	Telephone & Internet	13,234	5,045	11,000	8,000	15,800
70.90.4180.00	Travel & Training	5,543	5,837	5,000	6,000	7,000
70.90.4190.00	Utilities	290,656	195,560	230,000	230,000	253,000
70.90.4195.00	Water Assessments	188,394	199,690	225,000	200,000	225,000
	Total Contractual Services	1,392,966	957,491	1,084,500	1,250,035	1,040,800

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Commodities</u>					
70.90.4300.00	Chemicals	989,131	514,606	1,500,000	900,000	1,100,000
70.90.4310.00	Computers & Software	6,025	3,299	17,600	17,600	31,500
70.90.4330.00	Fuel & Lubricants	6,524	9,096	9,000	9,200	9,000
70.90.4340.00	Hydrants	44,550	-	-	-	-
70.90.4380.00	Supplies - Buildings	-	-	-	-	1,000
70.90.4385.00	Supplies - General	20,332	2,772	7,000	4,000	4,000
70.90.4390.00	Supplies - Janitorial	-	60	1,000	1,000	1,000
70.90.4395.00	Supplies - Lab	20,830	18,821	25,000	22,000	21,450
70.90.4410.00	Supplies - Operational	57,257	14,726	30,000	15,000	20,000
70.90.4420.00	Supplies - Safety	3,613	1,075	1,500	1,500	2,250
70.90.4430.00	Supplies - Training	542	2,626	2,500	2,750	1,500
70.90.4440.00	Supplies - Fleet	7,971	2,314	2,000	4,000	7,500
70.90.4460.00	Uniforms	3,807	2,200	3,500	2,500	3,750
70.90.4480.00	Water Meters	225,621	-	-	-	-
	Total Commodities	1,386,203	571,593	1,599,100	979,550	1,202,950
	<u>Other Charges</u>					
70.90.4515.00	Depreciation	518,024	408,114	970,000	544,200	994,200
70.90.4540.00	Insurance	55,013	63,930	57,300	63,930	77,300
70.90.4560.00	Memberships& Subscriptions	787	1,521	1,350	1,600	1,500
70.90.4570.00	Miscellaneous	52,530	4,149	200,000	50,000	200,000
	Total Other Charges	626,353	477,714	1,228,650	659,730	1,273,000
	<u>Capital - \$5,000/item min.</u>					
70-90-4810-00	Buildings	-	46,065	261,280	308,280	30,000,000
70.90.4840.00	Infrastructure	-	1,524,545	33,300,000	13,650,000	1,200,000
70.90.4860.00	Vehicles	-	25,734	-	26,000	-
70.90.4880.00	Water Shares	-	685,700	350,000	690,000	400,000
70.90.4995.00	Cost of Issuance	-	-	600,000	-	1,800,000
	Total Capital	-	2,282,044	34,511,280	14,674,280	33,400,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Water - C&D					
	Personnel Services					
70-92-4001-00	Salaries	-	136,757	311,600	311,600	272,500
70-92-4002-00	Overtime	-	11,630	10,500	14,000	16,500
70-92-4005-00	Compensated Absences	-		1,500	1,500	3,500
70-92-4010-00	Payroll Taxes	-	10,686	24,600	24,600	21,200
70-92-4020-00	Unemployment Taxes	-		3,500	3,500	2,500
70-92-4025-00	Workers Compensation	-	6,668	3,700	7,000	6,500
70-92-4030-00	Group Insurance	-	26,132	79,700	79,700	34,600
70-92-4035-00	Retirement Contribution	-	11,245	38,200	38,200	32,600
	Total Personnel Services	-	203,118	473,300	480,100	389,900
	New Personnel					
70-92-4001.00	Salaries	-	-	-	-	48,400
70-92-4002.00	Overtime	-	-	-	-	1,000
70-92-4010.00	Payroll Taxes	-	-	-	-	3,700
70-92-4020.00	Unemployment Taxes	-	-	-	-	500
70-92-4025.00	Workers Compensation	-	-	-	-	900
70-92-4030.00	Group Insurance	-	-	-	-	14,600
70-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total Personnel Services	-	-	-	-	74,950
	Contractual Services					
70-92-4125-00	Maintenance - Equipment	-	50,702	40,000	51,000	85,000
70-92-4127-00	Maintenance - Infrastructure	-	78,015	100,000	78,500	100,000
70-92-4130-00	Maintenance - Vehicles	-	6,999	3,000	7,000	6,000
70-92-4135-00	Other Contractual Services	-	4,185	14,000	14,000	14,000
	Total Contractual Services	-	139,900	157,000	150,500	205,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Commodities					
70-92-4170-00	Telephone & Internet	-	2,103	9,500	4,000	4,800
70-92-4180-00	Travel & Training	-	6,393	4,500	6,500	7,500
70-92-4310-00	Computers And Software	-	11,604	21,000	37,000	52,000
70-92-4330-00	Fuel And Lubricants	-	-	5,000	5,000	9,000
70-92-4340-00	Hydrants	-	20,882	50,000	50,000	50,000
70-92-4385-00	Supplies - General	-	2,174	7,000	4,000	4,000
70-92-4395-00	Supplies - Lab	-	856	5,000	5,000	2,000
70-92-4410-00	Supplies - Operational	-	20,134	30,000	30,000	30,000
70-92-4420-00	Supplies - Safety	-	4,752	6,500	6,500	3,000
70-92-4430-00	Supplies - Training	-	2,428	2,500	3,550	1,300
70-92-4440-00	Supplies - Vehicles	-	640	2,000	2,000	6,000
70-92-4460-00	Uniforms	-	1,177	2,000	2,000	3,000
70-92-4480-00	Water Meters	-	194,442	150,000	300,000	320,000
	Total Commodities	-	267,585	295,000	455,550	492,600
	Other Charges					
70-92-4560-00	Memberships & Subscriptions	-	856	1,350	1,000	1,500
70-92-4570-00	Miscellaneous	-	6,097	500	6,100	150
	Total Other Charges	-	6,953	1,850	7,100	1,650
	Capital - \$5,000/Item Min.					
70-92-4830-00	Capital - Equipment	-	5,117	6,000	5,117	65,000
70-92-4840-00	Capital - Infrastructure	13,896,309	951,416	2,500,000	1,450,000	5,700,000
70-92-4860-00	Capital - Vehicles	77,380	-	-	-	112,500
70-92-4880-00	Capital - Water Shares	45,000	-	-	-	-
	Total Capital	14,018,689	956,533	2,506,000	1,455,117	5,877,500
	Total Budget Request	18,336,048	6,440,554	42,603,630	20,859,212	44,961,250

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	847,200	1,033,050	338,750	1,202,800	3,421,800	28,585,000	2,767,650	34,774,450
SF C&D	278,850	287,650	54,050	1,490	622,040	13,137,500	-	13,759,540
Totals	\$ 1,126,050	\$ 1,320,700	\$ 392,800	\$ 1,204,290	\$ 4,043,840	\$ 41,722,500	\$ 2,767,650	\$ 48,533,990

Total Cash Available \$ 65,753,911

Ending Fund Balance \$ 17,219,921

% of Total Budget	2.32%	2.72%	0.81%	2.48%	8.33%	85.97%	5.70%	100.00%
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		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
<u>SEWER FUND REVENUES</u>		<u>Actuals</u>	<u>Jan - Sept Actuals</u>	<u>Adopted Budget</u>	<u>Estimated</u>	<u>Proposed</u>
72.01.3775.00	Sewer - Regional Impact Fee	4,387,299	1,872,500	2,105,000	2,100,000	1,345,000
72.01.3870.00	Sewer Charges	3,015,211	2,519,053	3,181,500	3,348,000	3,795,000
72.01.3880.00	Sewer Tap Fees	4,093,372	1,972,590	1,113,560	2,220,000	2,793,775
72.01.3960.00	Interest	992,106	2,298,425	100,000	2,500,000	500,000
72.01.3970.00	Miscellaneous	50,470	45,709	18,900	45,709	25,000
72.01.3995.00	Unrealized Gain On Investments	45,145	-	-	-	-
72.01.3999.00	Transfers In	-	-	50,000,000	50,000,000	-
72.01.3999.00	Transfers Out	-	(600,000)	(600,000)	(600,000)	-
72-01-3985-00	Refund Of Expenditures	260,000	-	-	-	-
	Subtotal	12,843,603	8,108,276	55,918,960	59,613,709	8,458,775
Total Fund Revenues		12,843,603	8,108,276	55,918,960	59,613,709	8,458,775
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						57,295,136
Total Anticipated Funds Available						65,753,911

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
Personnel Services						
72.12.4001.00	Salaries	96,093	60,612	95,800	95,800	109,900
72.12.4002.00	Overtime	559	23	500	500	500
72.12.4010.00	Payroll Taxes	6,643	4,393	7,100	7,100	8,400
72.12.4020.00	Unemployment Taxes	-	-	1,100	1,100	1,000
72.12.4025.00	Workers Compensation	929	679	1,250	1,250	2,500
72.12.4030.00	Group Insurance	18,247	7,869	19,400	19,400	10,600
72.12.4035.00	Retirement Contribution	9,993	6,054	10,900	10,900	13,000
	Total Personnel Services	132,464	79,630	136,050	136,050	145,900
Contractual Services						
72.12.4110.00	Billing & Administrative	20,000	20,000	20,000	20,000	60,000
72.12.4135.00	Other Contractual Services	46,749	54,373	55,700	60,900	68,400
72.12.4140.00	Postage	-	-	500	250	800
72.12.4145.00	Printing & Advertising	12,043	4,223	15,500	15,600	17,000
	Total Contractual Services	78,792	78,597	91,700	96,750	146,200
	Total Administrative Costs	211,255	158,227	227,750	232,800	292,100

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Operational Costs						
Personnel Services						
72.90.4001.00	Salaries	282,324	245,492	243,000	250,000	463,200
72.90.4002.00	Overtime	15,577	14,999	23,250	23,250	24,300
72.90.4005.00	Compensated Absences	3,679	-	4,500	4,500	8,000
72.90.4010.00	Payroll Taxes	22,585	18,271	19,100	19,100	37,300
72.90.4020.00	Unemployment Taxes	-	-	5,200	5,200	4,300
72.90.4025.00	Workers Compensation	8,312	5,152	21,200	21,200	21,000
72.90.4030.00	Group Insurance	57,329	49,685	48,250	50,000	84,600
72.90.4035.00	Retirement Contribution	28,565	24,609	29,900	29,900	57,400
72.90.4045.00	Cell Phone Allowance	28,565	163		200	1,200
	Total Personnel Services	446,935	358,370	394,400	403,350	701,300
Contractual Services						
72.90.4122.00	Maintenance - Buildings	5,527	1,706	7,500	7,500	4,000
72.90.4125.00	Maintenance - Equipment	79,291	91,165	90,000	92,000	47,000
72.90.4127.00	Maintenance - Infrastructure	100,253	24,853	25,000	27,500	70,000
72.90.4130.00	Maintenance - Vehicles	6,044	2,717	3,000	3,000	6,500
72.90.4135.00	Other Contractual Services	232,589	176,017	379,000	257,478	202,450
72.90.4140.00	Postage	4	-	-	-	1,000
72.90.4145.00	Printing & Advertising	-	-	500	-	1,000
72.90.4150.00	Professional Services	21,283	3,615	20,000	5,000	10,000
72.90.4160.00	Rents	827	-	5,000	3,000	5,000
72.90.4170.00	Telephone & Internet	12,807	7,834	9,700	10,000	25,400
72.90.4180.00	Travel & Training	3,265	4,276	4,500	4,500	7,000
72.90.4190.00	Utilities	354,327	267,608	315,000	370,000	507,500
	Total Contractual Services	816,216	579,791	859,200	779,978	886,850
Commodities						
72.90.4300.00	Chemicals	184,435	192,007	200,000	192,100	260,000
72.90.4310.00	Computers & Software	4,847	4,305	18,610	18,000	20,000
72.90.4330.00	Fuel & Lubricants	6,514	9,096	9,000	9,500	10,000
72.90.4380.00	Supplies - Buildings	11	119	3,500	3,500	2,500
72.90.7385.00	Supplies - General	8,790	2,157	5,000	3,000	3,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
72.90.4390.00	Supplies - Janitorial	51	171	1,500	1,200	1,500
72.90.4395.00	Supplies - Lab	5,194	2,412	12,000	6,000	8,000
72.90.4400.00	Supplies - Office	-	379	250	400	1,500
72.90.4410.00	Supplies - Operational	27,173	12,944	15,000	15,000	15,000
72.90.4420.00	Supplies - Safety	4,045	804	1,500	1,500	5,000
72.90.4430.00	Supplies - Training	111	2,785	2,500	2,800	1,500
72.90.4440.00	Supplies - Fleet	7,765	3,813	1,000	4,250	7,000
72.90.4460.00	Uniforms	1,801	685	2,000	1,285	3,750
	Total Commodities	250,735	231,677	271,860	258,535	338,750
	Other Charges					
72.90.4515.00	Depreciation	235,093	393,570	1,200,000	525,300	1,125,300
72.90.4540.00	Insurance	57,408	61,371	55,000	61,371	76,000
72.90.4560.00	Memberships & Subscriptions	400	1,492	1,350	1,500	1,500
72.90.4570.00	Miscellaneous	11,990	796	-	800	-
	Total Other Charges	304,890	457,228	1,256,350	588,971	1,202,800
	Capital - \$5,000/item min.					
72.90.4810.00	Buildings	1,467,800	13,718,677	57,300,000	25,505,000	28,500,000
72.90.4820.00	Easements	(2,275)		-	-	-
72.90.4830.00	Equipment	-	12,757	15,000	15,000	40,000
72.90.4840.00	Infrastructure	27,150,781		-		-
72.90.4860.00	Vehicles	71,651	-	-	-	45,000
	Total Capital	28,687,957	13,731,434	57,315,000	25,520,000	28,585,000
	Debt Service					
72.90.4900.00	Principal	-	-	808,700	810,000	855,000
72.90.4950.00	Interest	1,953,150	976,575	1,955,300	1,955,300	1,912,650
	Total Debt Service	1,953,150	976,575	2,764,000	2,765,300	2,767,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Sewer - C&D						
Personnel Services						
72-92-4001-00	Salaries	-	74,447	111,400	111,400	144,700
72-92-4002-00	Overtime	-	4,377	10,500	10,500	6,500
72-92-4005-00	Compensated Absences	-		1,500	1,500	3,000
72-92-4010-00	Payroll Taxes	-	5,796	9,500	9,500	11,000
72-92-4020-00	Unemployment Taxes	-		3,500	3,500	2,100
72-92-4025-00	Workers Compensation	-	3,559	3,700	3,700	3,700
72-92-4030-00	Group Insurance	-	15,037	33,500	33,500	15,000
72-92-4035-00	Retirement Contribution	-	6,716	13,200	13,200	17,900
	Total Personnel Services	-	109,933	186,800	186,800	203,900
New Personnel						
72-92-4001.00	Salaries	-	-	-	-	48,400
72-92-4002.00	Overtime	-	-	-	-	1,000
72-92-4010.00	Payroll Taxes	-	-	-	-	3,700
72-92-4020.00	Unemployment Taxes	-	-	-	-	500
72-92-4025.00	Workers Compensation	-	-	-	-	900
72-92-4030.00	Group Insurance	-	-	-	-	14,600
72-92-4035.00	Retirement Contribution	-	-	-	-	5,850
	Total New Personnel	-	-	-	-	74,950
Contractual Services						
72-92-4125-00	Maintenance - Equipment	-	957	5,000	2,000	5,000
72-92-4127-00	Maintenance - Infrastructure	-	73,272	100,000	73,500	75,000
72-92-4130-00	Maintenance - Vehicles	-	6,999	3,000	7,000	4,750
72-92-4135-00	Other Contractual Services	-	49,955	127,000	107,000	181,000
72-92-4140-00	Postage	-	-	250	-	-
72-92-4145-00	Printing & Advertising	-	-	500	-	-
72-92-4150-00	Professional Services	-	142	20,000	20,000	10,000
72-92-4170-00	Telephone & Internet	-	1,134	3,750	3,750	4,400
72-92-4180-00	Travel & Training	-	6,419	4,500	6,500	7,500
	Total Contractual Services	-	138,878	264,000	219,750	287,650

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Commodities</u>					
72-92-4300-00	Chemicals	-	-	15,000	5,000	-
72-92-4310-00	Computers And Software	-	3,568	500	4,500	6,000
72-92-4330-00	Fuel & Lubricants	-	-	5,000	5,000	9,000
72-92-4385-00	Supplies - General	-	5,131	5,000	7,000	7,000
72-92-4410-00	Supplies - Operational	-	17,148	15,000	20,000	20,000
72-92-4420-00	Supplies - Safety	-	4,797	6,500	6,500	3,000
72-92-4430-00	Supplies - Training	-	1,865	2,500	3,000	1,300
72-92-4440-00	Supplies - Vehicles	-	867	2,000	2,000	4,750
72-92-4460-00	Uniforms	-	1,177	2,000	1,500	3,000
	Total Commodities	-	34,554	53,500	54,500	54,050
	<u>Other Charges</u>					
72-92-4560-00	Memberships & Subscriptions	-	758	1,350	1,350	1,490
72-92-4570-00	Miscellaneous	-	1,046	500	1,100	-
	Total Other Charges	-	1,804	1,850	2,450	1,490
	<u>Capital - \$5,000/Item Min.</u>					
72-92-4830-00	Equipment	-	5,151	6,000	5,500	25,000
72-92-4840-00	Infrastructure	-	3,866,040	21,060,000	14,000,000	13,000,000
72-92-4860-00	Vehicles	-	-	-	-	112,500
	Total Capital	-	3,871,190	21,066,000	14,005,500	13,137,500
	Total Budget Request	32,671,138	20,649,661	84,660,710	45,017,934	48,533,990

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	369,900	899,990	43,600	64,000	1,377,490	1,038,400	-	2,415,890
Totals	\$ 369,900	\$ 899,990	\$ 43,600	\$ 64,000	\$ 1,377,490	\$ 1,038,400	\$ -	\$ 2,415,890
Total Cash Available								\$ 5,339,955
Ending Fund Balance								\$ 2,924,065
% of Total Budget	15.31%	37.25%	1.80%	2.65%	57.02%	42.98%	0.00%	100.00%

		<u>2022Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
<u>DRAINAGE FUND REVENUES</u>						
74.01.3720.00	Drainage Impact Fee	811,250	293,865	220,000	300,000	220,000
74.01.3860.00	Drainage Charges	501,456	395,331	500,000	520,000	525,000
74.01.3960.00	Interest	33,990	77,444	1,000	100,000	40,000
74.01.3970.00	Miscellaneous	-	-	-	-	457,560
74.01.3995.00	Unrealized Gain On Investments	10,783	-	-	-	-
74.01.3999.00	Transfers	-	(250,000)	(250,000)	(250,000)	-
	Subtotal	<u>1,357,479</u>	<u>516,640</u>	<u>471,000</u>	<u>670,000</u>	<u>1,242,560</u>
	Total Fund Revenues	<u>1,357,479</u>	<u>516,640</u>	<u>471,000</u>	<u>670,000</u>	<u>1,242,560</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					4,097,395
	Total Anticipated Funds Available					<u>5,339,955</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
Administrative Costs						
	Personnel Services					
74.12.4001.00	Salaries	68,629	47,648	73,050	73,050	87,600
74.12.4002.00	Overtime	316	15	500	500	500
74.12.4010.00	Payroll Taxes	4,677	3,442	5,630	5,630	6,700
74.12.4020.00	Unemployment Taxes	-	-	1,050	1,050	1,300
74.12.4025.00	Workers Compensation	736	567	870	870	1,000
74.12.4030.00	Group Insurance	13,270	6,909	14,020	14,020	9,400
74.12.4035.00	Retirement Contribution	7,066	4,877	7,790	7,790	10,400
	Total Personnel Services	94,694	63,458	102,910	102,910	116,900
	Contractual Services					
74.12.4110.00	Billing & Administrative	10,000	10,000	10,000	10,000	10,000
74.12.4135.00	Other Contractual Services	24,969	17,730	26,390	26,390	26,390
74.12.4140.00	Postage	-	-	500	500	500
74.12.4145.00	Printing & Advertising	8,043	2,815	10,600	10,600	10,600
	Total Contractual Services	43,012	30,545	47,490	47,490	47,490
	Total Administrative Costs	137,706	94,003	150,400	150,400	164,390
Operational Costs						
	Personnel Services					
74.90.4001.00	Salaries	73,691	56,493	95,600	95,600	120,400
74.90.4002.00	Overtime	2,814	3,930	10,250	10,250	8,900
74.90.4005.00	Compensated Absences	2,409		3,000	3,000	5,000
74.90.4010.00	Payroll Taxes	5,731	4,369	7,350	7,350	9,900
74.90.4020.00	Unemployment Taxes	-	-	3,200	3,200	3,000
74.90.4025.00	Workers Compensation	3,907	2,441	8,250	8,250	8,250
74.90.4030.00	Group Insurance	11,735	8,401	19,200	19,200	21,900
74.90.4035.00	Retirement Contribution	7,243	6,169	11,700	11,700	15,600
	Total Personnel Services	107,530	81,803	158,550	158,550	192,950

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>New Personnel</u>					
74.90.4001.00	Salaries	-	-	-	-	38,900
74.90.4002.00	Overtime	-	-	-	-	2,000
74.90.4010.00	Payroll Taxes	-	-	-	-	3,000
74.90.4020.00	Unemployment Taxes	-	-	-	-	350
74.90.4025.00	Workers Compensation	-	-	-	-	2,000
74.90.4030.00	Group Insurance	-	-	-	-	9,200
74.90.4035.00	Retirement Contribution	-	-	-	-	4,600
	Total New Personnel	-	-	-	-	60,050
	<u>Contractual Services</u>					
74.90.4125.00	Maintenance - Equipment	266	2,177	2,500	2,500	-
74.90.4127.00	Maintenance - Infrastructure	16,414	49,767	55,000	75,000	300,000
74.90.4130.00	Maintenance - Fleet	377	-	1,000	1,000	1,500
74.90.4135.00	Other Contractual Services	-	-	-	-	500,000
74.90.4150.00	Professional Services	25,040	5,363	25,000	25,000	47,000
74.90.4160.00	Rents	-	-	1,000	-	-
74.90.4170.00	Telephone & Internet	80	-	100	-	-
74.90.4180.00	Travel & Training	30	608	2,000	2,000	4,000
	Total Contractual Services	42,206	57,915	86,600	105,500	852,500
	<u>Commodities</u>					
74.90.4300.00	Chemicals	10,531	-	-	-	-
74.90.4310.00	Computers & Software	2,489	563	4,875	4,875	19,600
74.90.4330.00	Fuel & Lubricants	6,514	3,032	4,000	4,000	6,000
74.90.4385.00	Supplies - General	503	29	1,000	1,000	1,000
74.90.4400.00	Supplies - Office	98	-	-	-	-
74.90.4410.00	Supplies - Operational	1,077	-	3,000	3,000	3,000
74.90.4430.00	Supplies - Training	-	-	2,500	-	5,000
74.90.4440.00	Supplies - Fleet	1,152	-	5,000	5,000	5,000
74.90.4460.00	Uniforms	1,345	-	500	500	4,000
	Total Commodities	23,708	3,624	20,875	18,375	43,600

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Other Charges</u>					
74.90.4515.00	Depreciation	9,557	31,257	225,000	45,000	53,000
74.90.4540.00	Insurance	2,583	2,156	2,000	2,156	3,000
74.90.4560.00	Memberships & Subscriptions	-	-	-	-	3,000
74.90.4570.00	Miscellaneous	-	-	-	-	5,000
	Total Other Charges	12,140	33,413	227,000	47,156	64,000
	<u>Capital - \$5,000/item min.</u>					
74.90.4840.00	Infrastructure	230,927	-	-	70,000	1,038,400
	Total Capital	230,927	-	-	70,000	1,038,400
	Total Budget Request	554,217	270,758	643,425	549,981	2,415,890

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cash Available								\$ 203,258
Ending Fund Balance								\$ 203,258
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>CEMETERY PERPETUAL FUND REVENUES</u>				<u>Budget</u>		
80.01.3940.00	Cemetery Lot Purchase	12,898	8,865	12,560	12,560	12,560
80.01.3960.00	Interest Income	1,974	4,538	60	5,850	3,600
	Subtotal	<u>14,872</u>	<u>13,403</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Total Fund Revenues	<u>14,872</u>	<u>13,403</u>	<u>12,620</u>	<u>18,410</u>	<u>16,160</u>
	Unrestricted Cash Balance Forward (Beg. Fund Bal.)					187,098
	Total Anticipated Funds Available					<u>203,258</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
80.90.4150.00	Professional Services	-	-	-	-	-
	Total Contractual Services	-	-	-	-	-
	Other Charges					
80.90.4570.00	Miscellaneous	-	-	-		
	Total Other Charges	-	-	-	-	-
	Transfers					
80.90.4999.00	Transfers Out	-	-	-	-	-
	Total Trasnfers Out	-	-	-	-	-
	Capital - \$5,000/item min.					
80.90.4840.00	Infrastructure	-	-	-	-	-
	Total Capital	-	-	-	-	-
	Total Budget Request	-	-	-	-	-

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

LIBRARY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total	
Library Fund	862,500	902,000	175,000	222,000	2,161,500	-	-	2,161,500	
Totals	\$ 862,500	\$ 902,000	\$ 175,000	\$ 222,000	\$ 2,161,500	\$ -	\$ -	\$ 2,161,500	
Total Cash Available									\$ 14,834,417
Ending Fund Balance									\$ 12,672,917
% of Total Budget	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

<u>LIBRARY FUND</u>		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
			<u>Actuals</u>	<u>Budget</u>		
92.01.3730.00	Library Facilities Fee	793,779	666,197	439,410	710,000	373,950
92.01.3953.00	Donation	173	3,355	3,500	3,500	3,500
92.01.3960.00	Interest Income	116,540	253,995	75,000	365,000	500,000
92.01.3970.00	Miscellaneous	2,368	10,103	7,500	10,000	10,000
92.01.3985.00	Weld Library Dist.	486,565	827,145	819,186	827,145	1,292,842
92.01.3999.00	Transfers In - TOJ	1,202,027	824,399	1,243,246	1,243,256	2,491,362
92.01.3999.00	Transfers Out - TOJ	-	-	-	(21,902)	(186,975)
Subtotal		<u>2,601,453</u>	<u>2,585,195</u>	<u>2,587,842</u>	<u>3,136,999</u>	<u>4,484,679</u>
Total Fund Revenues		<u>2,601,453</u>	<u>2,585,195</u>	<u>2,587,842</u>	<u>3,136,999</u>	<u>4,484,679</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						10,349,738
Total Anticipated Funds Available						<u>\$ 14,834,417</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	<u>Personnel Services</u>					
92.90.4001.00	Salaries	370,448	307,719	677,000	565,000	862,500
92.90.4002.00	Overtime	122	545			
92.90.4010.00	Payroll Taxes	27,292	22,578			
92.90.4020.00	Unemployment Taxes	-	-			
92.90.4025.00	Workers Compensation	379	286			
92.90.4030.00	Group Insurance	866	32,782			
92.90.4035.00	Retirement Contribution	6,939	18,687			
	Total Personnel Services	406,045	382,598	677,000	565,000	862,500
	<u>Contractual Services</u>					
92.90.4122.00	Maintenance - Buildings	204,128	135,064	680,000	555,000	795,000
92.90.4145.00	Printing & Advertising	20,537	13,143	32,000	16,500	32,000
92.90.4150.00	Professional Services	-	-	10,000	-	10,000
92.90.4170.00	Telephone & Internet	4,970	5,026	10,000	7,000	10,000
92.90.4180.00	Travel & Training	1,940	699	5,000	1,500	5,000
92.90.4190.00	Utilities	37,153	27,976	40,000	45,000	50,000
	Total Contractual Services	268,729	181,908	777,000	625,000	902,000
	<u>Commodities</u>					
92.90.4310.00	Computers & Software	257	-	5,000	2,500	5,000
92.90.4385.00	Supplies - General	5,804	3,613	75,000	6,000	12,000
92.90.4390.00	Supplies - Janitorial	819	582	3,000	1,200	3,000
92.90.4400.00	Supplies - Office	-	-	12,000	-	-
92.90.4410.00	Supplies - Operational	46,660	43,438	260,000	67,000	155,000
	Total Commodities	53,540	47,634	355,000	76,700	175,000
	<u>Other Charges</u>					
92.90.4540.00	Insurance	-	-	5,000	-	-
92.90.4560.00	Memberships & Subscriptions	357	134	2,500	500	2,500
92.90.4570.00	Miscellaneous	51,740	30,391	4,500	60,000	219,500
	Total Other Charges	52,097	30,525	12,000	60,500	222,000

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Capital - \$5,000/item min.					
92.90.4810.00	Buildings	178,337	-	-	-	-
	Total Capital	178,337	-	-	-	-
	Total Budget Request	958,748	642,663	1,821,000	1,327,200	2,161,500

**TOWN OF JOHNSTOWN
ANNUAL BUDGET
FY 2024**

RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	503,000	-	-	503,000	-	-	503,000
Totals	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000
Total Cash Available								\$ 503,000
Ending Fund Balance								\$ -
% of Total Budget	0.00%	100.00%	0.00%	0.00%	100.00%	0.00%	0.00%	100.00%

		<u>2022</u>	<u>2023</u>	<u>2023</u>	<u>2023</u>	<u>2024</u>
		<u>Actuals</u>	<u>Jan - Sept</u>	<u>Adopted</u>	<u>Estimated</u>	<u>Proposed</u>
<u>RECREATION CENTER FUND REVENUES</u>						
96.01.3420.00	State Grant	25,000	-	-	-	-
96.01.3999.00	Transfer In	-	77,262	77,262	377,262	503,000
	Subtotal	<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
Total Fund Revenues		<u>25,000</u>	<u>77,262</u>	<u>77,262</u>	<u>377,262</u>	<u>503,000</u>
Unrestricted Cash Balance Forward (Beg. Fund Bal.)						-
Total Anticipated Funds Available						<u>503,000</u>

<u>Acct. No.</u>	<u>Account Title</u>	<u>2022 Actuals</u>	<u>2023 Jan - Sept Actuals</u>	<u>2023 Adopted Budget</u>	<u>2023 Estimated</u>	<u>2024 Proposed</u>
	Contractual Services					
96.90.4135.00	Other Contractual Services	500,000	354,958	500,000	800,000	500,000
96.90.4140.00	Insurance	-	54,513	-	-	-
96.90.4570.00	Miscellaneous	25,000	-	-	-	3,000
		525,000	409,471	500,000	800,000	503,000
	Total Budget Request	525,000	409,471	500,000	800,000	503,000

Town of Johnstown 2024 Amended Proposed Budget Changes

General Fund – There has been an increase in fund balance of \$145,740. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased. The changes are in taxes, permits, and interest.	\$ 632,817
Revenues – 2024 decreased – \$100,000 pipeline grant was not awarded and \$257,663 cultural impact fees accounted for in transfers.	(357,663)
Expenses – 2023 year-end projections increased.	(9,415)
Expenses – 2024 increased– \$1,500 increase due to staffing changes, \$58,000 increase for software, \$13,000 increase for office set-up, \$102,500 decrease for pipeline grant, and \$150,000 building demo costs.	(120,000)

Arts & Culture – There has been an increase in fund balance of \$9,926. The changes are detailed as follows:

Description	Impact
Revenues – 2023 increased – year-end projections	\$9,926

Parks & Open Space – There has been an increase in fund balance of \$165,300. The changes are detailed as follows:

Description	Impact
Revenues – 2023 increased – year-end projections	\$150,300
Expenses – 2024 decreased – equipment removed	15,000

Street & Alley – There has been an increase in fund balance of \$522,341. The changes are detailed as follows:

Description	Impact
Revenues – 2023 increased – year-end projection	\$534,976
Expenses – 2023 decreased – year-end projection due to timing of project completion	187,365
Expenses – 2024 increased – Thompson Pkwy study	(200,000)

Capital Projects – There has been a decrease in fund balance of \$1,220,300. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased	\$479,700
Expenses – 2024 increased for alleyway project	(1,700,000)

Tax Allocation – There has been no change in fund balance.

Water Fund – There has been a increase in fund balance of \$1,304,416. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased (permits and interest)	\$1,336,151
Expenses - 2023 year-end projections increased infrastructure maintenance)	(33,735)

Exhibit B
Town of Johnstown 2024 Amended Proposed Budget Changes

Sewer Fund – There has been an increase in fund balance of \$1,055,809. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased (permits and interest)	\$1,107,709
Expenses – 2023 year-end projections increased (infrastructure maintenance)	(51,900)

Drainage – There has been an increase in fund balance of \$110,000. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased (permits and interest)	\$110,000

Library Fund – The Library budget was updated at the second work session. There has been an increase in fund balance of \$70,771. The changes are detailed as follows:

Description	Impact
Revenues – 2023 year-end projections increased	\$70,771

Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Admin	Downtown Branding & Wayfinding- carryover FY22	Enhancement	General	60,000	650,000									710,000
Admin	Town wide wayfinding signage	Enhancement	General			500,000	500,000	500,000	500,000					2,000,000
Admin	Networks & IT	Maintenance	General	20,000	70,000	20,000	20,000	20,000	75,000	25,000	25,000	55,000	60,000	390,000
Admin	Town Hall Vehicle	Equipment	General	76,000		32,000				34,000			39,000	181,000
Admin	Financial software	Enhancement	General					150,000						150,000
Admin	Events van with wrap	Equipment	General	30,000							40,000			70,000
Planning	Comp Plan updates	Planning	General			60,000				60,000				120,000
Planning	Land Use Code audit and revisions	Planning	General				50,000					80,000		130,000
Planning	Housing Needs Assessment & Strategy Plan	Planning	General		80,000					40,000				120,000
Police	Police vehicles - 8 cars per year	Equipment	General	495,000	693,000	727,650	764,033	802,234	842,346	884,463	928,686	975,121	1,014,126	8,126,659
Police	PD expansion	Enhancement	General	4,000,000										4,000,000
Eng	Work trucks - 2	Equipment	General	100,000					104,000					204,000
PW	Building remodel	Enhancement	General	500,000										500,000
PW	Keyless access/Cameras	Enhancement	General	30,000										30,000
PW	Aerial photography	Maintenance	General			35,000			35,000			40,000		110,000
General Fund Totals:				5,311,000	1,493,000	1,374,650	1,334,033	1,472,234	1,556,346	1,043,463	993,686	1,150,121	1,113,126	16,841,659
Police	Land purchase for expansion	New Infrastructure	Capital Projects			1,500,000								1,500,000
Police	New Police department	New Infrastructure	Capital Projects										20,000,000	20,000,000
Admin	EV charging stations	Enhancement	Capital Projects	50,000			50,000							100,000
Admin	Downtown Branding & Wayfinding Sign Design/Constructor	Enhancement	Capital Projects	1,229,000										1,229,000
Capital Fund Totals:				1,279,000	0	1,500,000	50,000	0	0	0	0	0	20,000,000	22,829,000
PW	Cemetery irrigation	Enhancement	Parks & OS			50,000								50,000
PW	Cemetery expansion	New Infrastructure	Parks & OS					400,000						400,000
PW	Columbarium	New Infrastructure	Parks & OS									100,000		100,000
PW	Equipment - mowers, tanks, etc.	Equipment	Parks & OS	196,000	25,000			25,000		75,000		25,000		346,000
PW	Parks vehicles	Equipment	Parks & OS	30,000	45,000		45,000		50,000		50,000		50,000	270,000
PW	Tree program	Maintenance	Parks & OS	50,000	30,000	35,000	35,000	40,000	40,000	45,000	45,000	45,000	50,000	415,000
PW	Park development	New Infrastructure	Parks & OS		2,000,000	2,000,000								4,000,000
PW	Outdoor recreation facilities/amenities	New Infrastructure	Parks & OS		150,000	120,000		120,000		120,000			120,000	630,000
PW	Playground improvements/replacements	Maintenance	Parks & OS	350,000		150,000	200,000	200,000	200,000	200,000		150,000		1,450,000
PW	Park development	New Infrastructure	CTF	350,000		350,000		350,000		375,000		375,000		1,800,000
PW	Trail development	New Infrastructure	Parks & OS	1,300,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	10,300,000
PW	Parks, Trails, OS Master Plan	Planning	Parks & OS	200,000				100,000					100,000	400,000
Parks Totals:				2,476,000	3,250,000	3,705,000	1,280,000	2,235,000	1,290,000	1,815,000	1,095,000	1,695,000	1,320,000	20,161,000
PW	Streets Maintenance program	Maintenance	Streets	2,250,000	2,300,000	2,500,000	2,500,000	2,700,000	2,700,000	3,000,000	3,000,000	3,250,000	3,250,000	27,450,000
PW	RRX upgrade agreements	Enhancement	Streets		75,000				85,000				100,000	260,000
PW	Major construction projects	New Infrastructure	Streets				3,750,000							3,750,000
PW	Bridge maintenance	Maintenance	Streets	103,000	30,000	20,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	328,000
PW	HPB/Hwy. 34 D & C	Enhancement	Streets	750,000	2,000,000									2,750,000
PW	Alley overlay program	Enhancement	Streets	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	1,000,000
PW	Curb/gutter/sidewalk replacement	Maintenance	Streets	50,000	115,000	115,000	125,000	125,000	125,000	135,000	135,000	135,000	150,000	1,210,000
PW	Sweeper	Equipment	Streets					285,000						285,000
PW	Plow Trucks	Equipment	Streets	555,000		175,000		175,000		175,000		175,000		1,255,000
PW	Milling attachment	Equipment	Streets	80,000										80,000
PW	Breaker attachment	Equipment	Streets	30,000										30,000
PW	Plate tamper	Equipment	Streets	5,000										5,000
PW	Tack tank	Equipment	Streets	8,000										8,000
PW	Water tank and tools	Equipment	Streets	6,000										6,000
PW	Skid Steer	Equipment	Streets	85,000										85,000
PW	Streets vehicles	Equipment	Streets	50,000		50,000		55,000		55,000			60,000	270,000
PW	Trailer build out	Equipment	Streets	15,000										15,000
PW	Transportation Master Plan Update	Planning	Streets					100,000					100,000	200,000
PW	Colorado half-street improvements	Enhancement	Streets	2,000,000										2,000,000
PW	Colo & Hwy 60 construction	Enhancement	Streets	2,500,000										2,500,000
Streets Totals:				8,587,000	4,620,000	2,960,000	6,500,000	3,565,000	3,035,000	3,490,000	3,260,000	3,685,000	3,785,000	43,487,000

Dept.	Capital Request	Category	Fund	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	Total
Utilities	WTP Exp (D&C)	New Infrastructure	Water	30,000,000	38,000,000								2,300,000	70,300,000
Utilities	WTP Storage Tanks Rehab	Maintenance	Water									500,000		500,000
Utilities	WTP - Central Weld Participation	Planning	Water						2,500,000		10,500,000			13,000,000
Utilities	Raw Water - Transmission Line	New Infrastructure	Water	1,200,000	42,000,000									43,200,000
Utilities	Raw Water - Flushing Line to Town Lake	Maintenance	Water									1,000,000		1,000,000
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Water	60,000			45,000		45,000		45,000			195,000
Utilities	Equip - Fork Lift (WTP)	Equipment	Water			45,000								45,000
Utilities	Water Dist - SH60 Water Line	New Infrastructure	Water	5,000,000										5,000,000
Utilities	Water Dist - Water Meter Replacement	Equipment	Water			1,000,000	1,000,000	1,000,000						3,000,000
Utilities	Water Dist - Master Plan & Model (CIP & Dev Reimb)	Planning	Water			300,000								300,000
Utilities	Water Dist - Annual Waterline Replacement	Maintenance	Water	500,000		500,000	1,000,000	500,000	1,000,000	500,000	1,000,000	500,000	750,000	6,250,000
Utilities	Water Dist - Interconnect with Little Thompson	New Infrastructure	Water		300,000									300,000
Utilities	Facility - C&D Water	New Infrastructure	Water							1,000,000				1,000,000
Utilities	Equip - Hydrant gutting tool	Equipment	Water	25,000										25,000
Utilities	Equip - Water Mini Vac Trailer - Valves	Equipment	Water	30,000							100,000			130,000
Utilities	Equip - 1/2 C&D (Water)Shoring	Equipment	Water	10,000										10,000
Utilities	Equip - 1/2 C&D (Water) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Water) Emergency Utility Van	Equipment	Water				50,626							50,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Water						130,226					130,226
Utilities	Equip - 1/2 C&D (Water) Backhoe	Equipment	Water									111,457		111,457
Utilities	Equip - 1/2 C&D (Water) Mini Ex	Equipment	Water					40,000						40,000
Utilities	WTP R&R	Maintenance	Water			1,337,500	1,481,600	1,641,100	1,817,900	2,013,700	4,198,384	2,622,719	2,800,000	17,912,903
Utilities	PRV Vault SH60/Colorado Blvd	Enhancement	Water	200,000										200,000
Utilities	Equip - 1/2 Vac Truck (Water, Sewer)	Equipment	Water	52,500										52,500
Utilities	Water Shares	New Infrastructure	Water	400,000		500,000		500,000		500,000		500,000		2,400,000
Water Totals:				37,477,500	80,360,000	3,742,500	3,637,226	3,746,100	5,558,126	4,078,700	15,908,384	5,299,176	5,915,000	165,722,712
Utilities	WWTP - Central Plant (D&C)	New Infrastructure	Sewer	26,500,000	14,296,800						7,110,503	14,860,951		62,768,254
Utilities	WWTP - Low Point Retrofit (D&C)	New Infrastructure	Sewer	2,000,000							7,110,503	14,860,951		23,971,454
Utilities	WWTP - Low Point Admin Retrofit	New Infrastructure	Sewer					228,233						228,233
Utilities	WWTP - Central Lagoon Decommission	New Infrastructure	Sewer			570,583	1,192,519							1,763,102
Utilities	Equip - Fork Lift (WWTP)	Equipment	Sewer	40,000	56,166									96,166
Utilities	Equip - Crew Vehicles (3/4 Ton Truck)	Equipment	Sewer	105,000		51,352		56,078		61,239		66,874		340,543
Utilities	Sewer Coll - Master Plan and Model	New Infrastructure	Sewer			456,466								456,466
Utilities	Sewer Coll - Sewer Inspection & Cleaning	Maintenance	Sewer	70,000	250,554	171,175	178,878	186,927	195,339	204,129	213,315	222,914	231,831	1,925,062
Utilities	Sewer Coll - North Interceptor Project	New Infrastructure	Sewer	30,000,000										30,000,000
Utilities	Sewer Coll - Annual Sewer Rehab Project	Maintenance	Sewer			570,583	1,192,519	623,091	1,302,260	680,431	1,422,101	743,048	772,770	7,306,803
Utilities	Sewer Coll - Interceptor Oversizing	Maintenance	Sewer	200,000		114,117	119,252	124,618	130,226	136,086	142,210	148,610	154,554	1,269,673
Utilities	Facility - C&D Sewer	New Infrastructure	Sewer							1,360,862				1,360,862
Utilities	Equip - C&D Emergency Pump	Equipment	Sewer	15,000										15,000
Utilities	Equip - 1/2 C&D (Sewer)Shoring	Equipment	Sewer	10,000										10,000
Utilities	Equip - Crew Vehicles	Equipment	Sewer		35,000	36,000	35,776	37,385	39,068	40,826	42,663	44,583	44,583	355,884
Utilities	Equip - 1/2 C&D (Sewer) Emergency Utility Van	Equipment	Sewer				59,626							59,626
Utilities	Equip - 1/2 - Tandum Dump Truck	Equipment	Sewer						130,226					130,226
Utilities	Equip - 1/2 C&D (Sewer) Crew Vehicles (250)	Equipment	Water		60,000	60,000	60,000	65,000	65,000	65,000	65,000	65,000	65,000	570,000
Utilities	Equip - 1/2 C&D (Sewer) Backhoe	Equipment	Sewer									111,457		111,457
Utilities	Equip - 1/2 C&D (Sewer) Mini Ex	Equipment	Sewer					49,847						49,847
Utilities	Equip - 1/2 Vac Truck (Water, Sewer, Storm)	Equipment	Sewer	52,500								600,000		652,500
Utilities	Equip - Sewer CCTV Inspection Vehicle	Equipment	Sewer				596,259							596,259
Sewer Totals:				58,992,500	14,698,520	2,030,276	3,434,829	1,371,179	1,862,119	2,548,573	16,106,295	31,724,388	1,268,738	134,037,417
PW	Storm Drainage Master Plan	Planning		508,000				100,000					100,000	708,000
PW	Jet/Vacuum/Camera/Survey Drainage Network	Planning & Maintenance			100,000									100,000
PW	Capital stormwater projects	Maintenance		530,000	1,500,000		1,000,000		1,250,000		1,250,000		1,250,000	6,780,000
PW	Vactruck	Equipment										600,000		600,000
Drainage Totals:				1,038,000	1,600,000	0	1,000,000	100,000	1,250,000	0	1,250,000	600,000	1,350,000	8,188,000
Total Capital Improvement Costs:				115,161,000	106,021,520	15,312,426	17,236,088	12,489,513	14,551,591	12,975,736	38,613,365	44,153,685	34,751,864	411,266,788



Town of Johnstown

2024 Proposed Budget

Devon McCarty

The Budget - Rules We Follow

Item #24.

- Town of Johnstown Home Rule Charter, Article 12, Budget and Finance
- Colorado Revised Statutes, Title 29, Article 1, (C.R.S. 29-1) Budget and Services
- Governmental Finance Officers Association guidelines
 - Governmental Accounting, Auditing and Financial Reporting (GAFFR)
 - Governmental Accounting Standards Board (GASB)



Colorado Revised Statutes 29-1-103(2):

“No budget adopted pursuant to this section shall provide for expenditures in excess of available revenues and beginning fund balance.”

The Town of Johnstown is in compliance with the balanced budget requirement.

The Budget Process

Item #24.

The Town budget is prepared annually.
The Town's fiscal year is January to December.

Preparing the annual budget

- Guidance from Council
 - Civic engagement
 - Budget priorities
- Develop the budget – Town manager and departments
 - Budget work sessions with Council
 - Public hearing(s)
 - Final adoption (by December 15th)



Town of Johnstown

Town Funds by Fund Type

Town Funds by Fund Type

Governmental Funds	Enterprise Funds	Fiduciary Funds
General Fund Conservation Trust Fund Arts & Culture Fund Parks & Open Space Fund Street & Alley Fund Capital Projects Fund Tax Allocation Fund Library Fund Recreation Center Fund	Water Fund Sewer Fund Drainage Fund	Cemetery Perpetual Fund



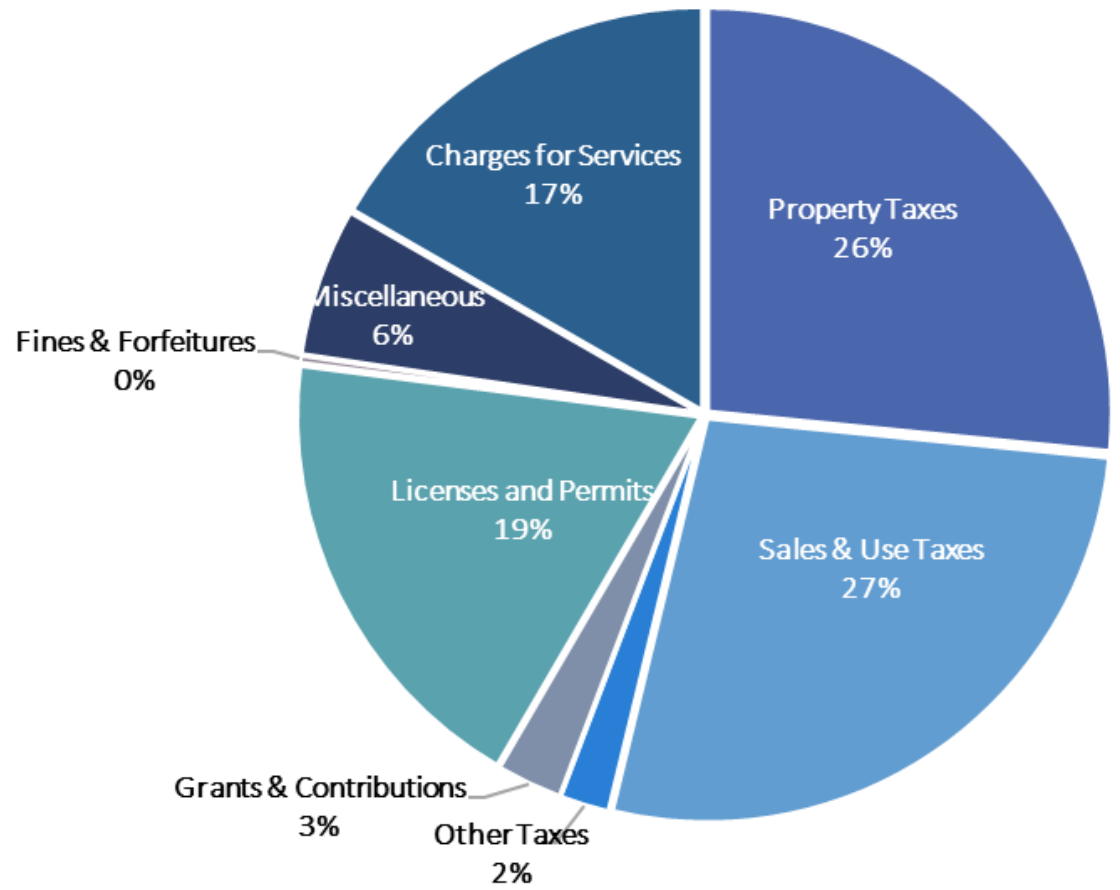
Total Combined Town Budget

	General Fund	Special Revenue Funds	Capital Project Funds	Enterprise Funds	Trust and Agency Funds	Total All Funds	% of Total Rev. & Exp.
2024 BUDGET - ALL FUNDS							
BEGINNING BALANCE:	54,413,633	34,865,081	10,732,306	71,046,109	187,098	171,244,226	
REVENUES:							
CHARGES FOR SERVICES	12,500	1,026,600	-	10,275,000	12,560	11,326,660	8.10%
FINES AND FORFEITURES	215,000	-	-	-	-	215,000	0.15%
PROPERTY TAXES	18,002,410	-	-	-	-	18,002,410	12.88%
SALES TAXES	13,500,000	4,050,000	900,000	-	-	18,450,000	13.20%
LICENSES AND PERMITS	1,718,000	2,339,175	-	8,548,633	-	12,605,808	9.02%
MISCELLANEOUS	1,967,800	669,500	-	73,397,560	3,600	76,038,460	54.40%
OTHER TAXES	270,000	1,080,000	-	-	-	1,350,000	0.97%
GRANTS	-	1,792,842	-	-	-	1,792,842	1.28%
TOTAL REVENUES	35,685,710	10,958,117	900,000	92,221,193	16,160	139,781,180	100.00%
OTHER SOURCES/USES:							
TRANSFERS IN	37,395	5,033,942	-	50,700,000	-	55,771,337	
TRANSFERS OUT	55,394,362	186,975	50,000	140,000	-	55,771,337	
TOTAL OTHER SOURCES/USES	(55,356,967)	4,846,967	(50,000)	50,560,000	-	-	
EXPENDITURES:							
PERSONNEL SERVICES	9,311,420	2,717,400	-	2,805,500	-	14,834,320	10.72%
CONTRACT SERVICES	2,618,140	6,028,250	9,500	3,484,690	-	12,140,580	8.77%
COMMODITY	919,150	721,450	-	2,131,950	-	3,772,550	2.73%
OTHER CHARGES	1,076,460	1,070,100	-	2,542,940	-	4,689,500	3.39%
CAPITAL OUTLAY	2,371,000	6,875,000	2,979,000	82,038,400	-	94,263,400	68.11%
IMPACT OUTLAY	4,000,000	1,935,000	-	-	-	5,935,000	4.29%
DEBT SERVICE	-	-	-	2,767,650	-	2,767,650	2.00%
TOTAL EXPENDITURES	20,296,170	19,347,200	2,988,500	95,771,130	-	138,403,000	100.00%
ENDING BALANCE:	14,446,207	31,322,964	8,593,806	118,056,171	203,258	172,622,406	



Revenues – All Funds

2024 Budgeted Revenues by Category - All Funds



* Debt proceeds and interfund transfers are not included in the table



Property Taxes

Mill Levy

Town	22.147
Library	1.80
Total	23.947

Property tax example:

- Assessed Valuation of Home \$490,000
- Assessment Rate (6.765%) .06765
- Taxable Value of Home \$ 33,149
- Johnstown Mill Levy .023947
- Total Johnstown Property Taxes \$793.81

Johnstown's portion is \$734.15
Library's portion is \$59.66



Property Taxes by Classification

Assessed Values	2022	2023	Growth in 2023	% Growth in 2023	% of Total Tax
Vacant Land	11,999,335	25,738,360	13,739,025	114.50%	3.41%
Residential	162,634,013	220,604,641	57,970,628	35.64%	29.22%
Commercial	122,145,931	161,006,597	38,860,666	31.81%	21.33%
Industrial	25,381,445	25,778,508	397,063	1.56%	3.41%
Agricultural	1,282,067	1,136,547	-145,520	-11.35%	0.15%
Oil & Gas	43,883,286	313,344,550	269,461,264	614.04%	41.51%
State Assessed	10,079,247	7,345,260	-2,733,987	-27.12%	0.97%
Exempt	18,105,514	37,687,339	19,581,825	108.15%	0.00%
Total	395,510,838	792,641,802	397,130,964	100.41%	100.00%



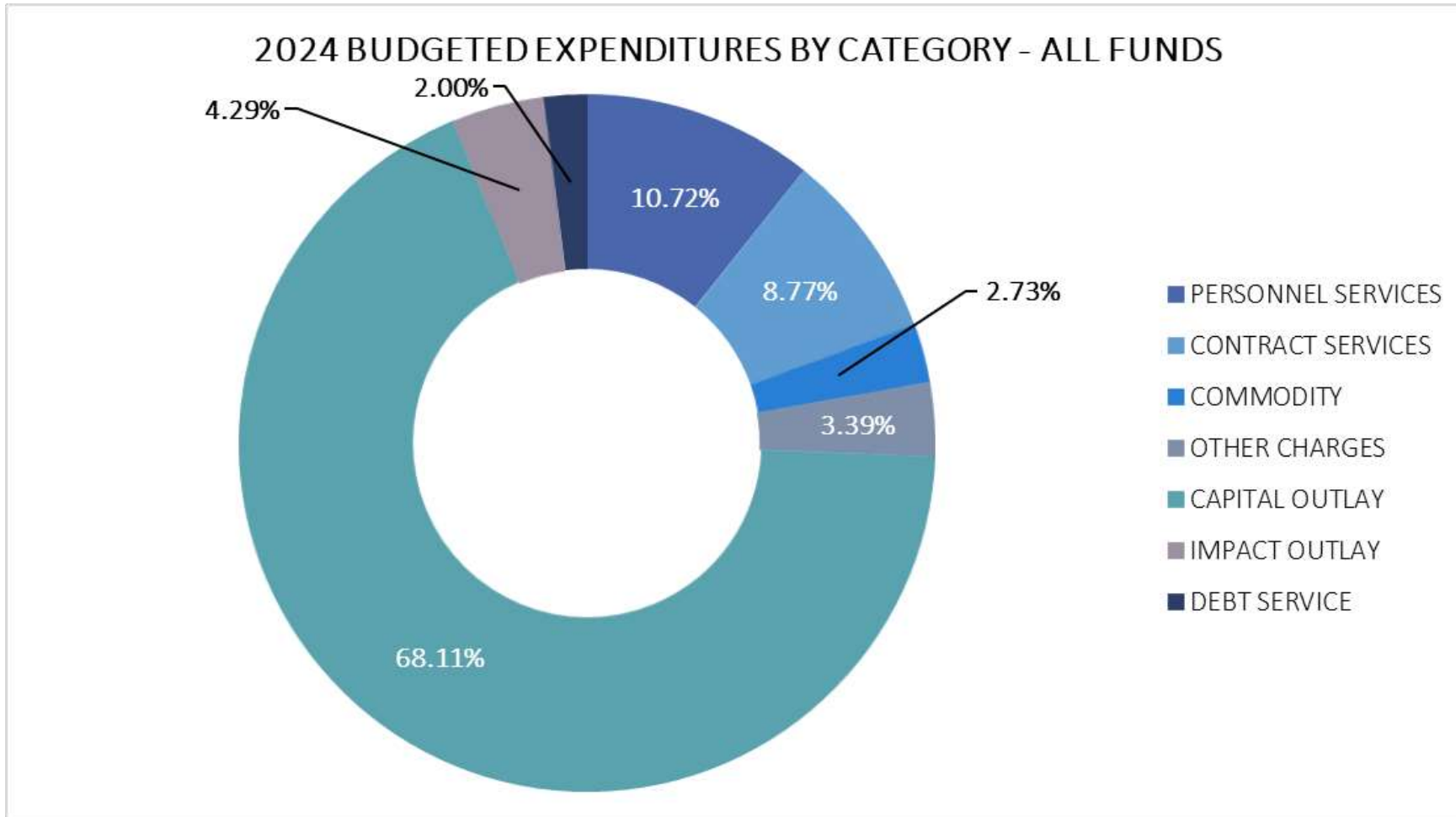
Sales & Use Taxes – 3.5%

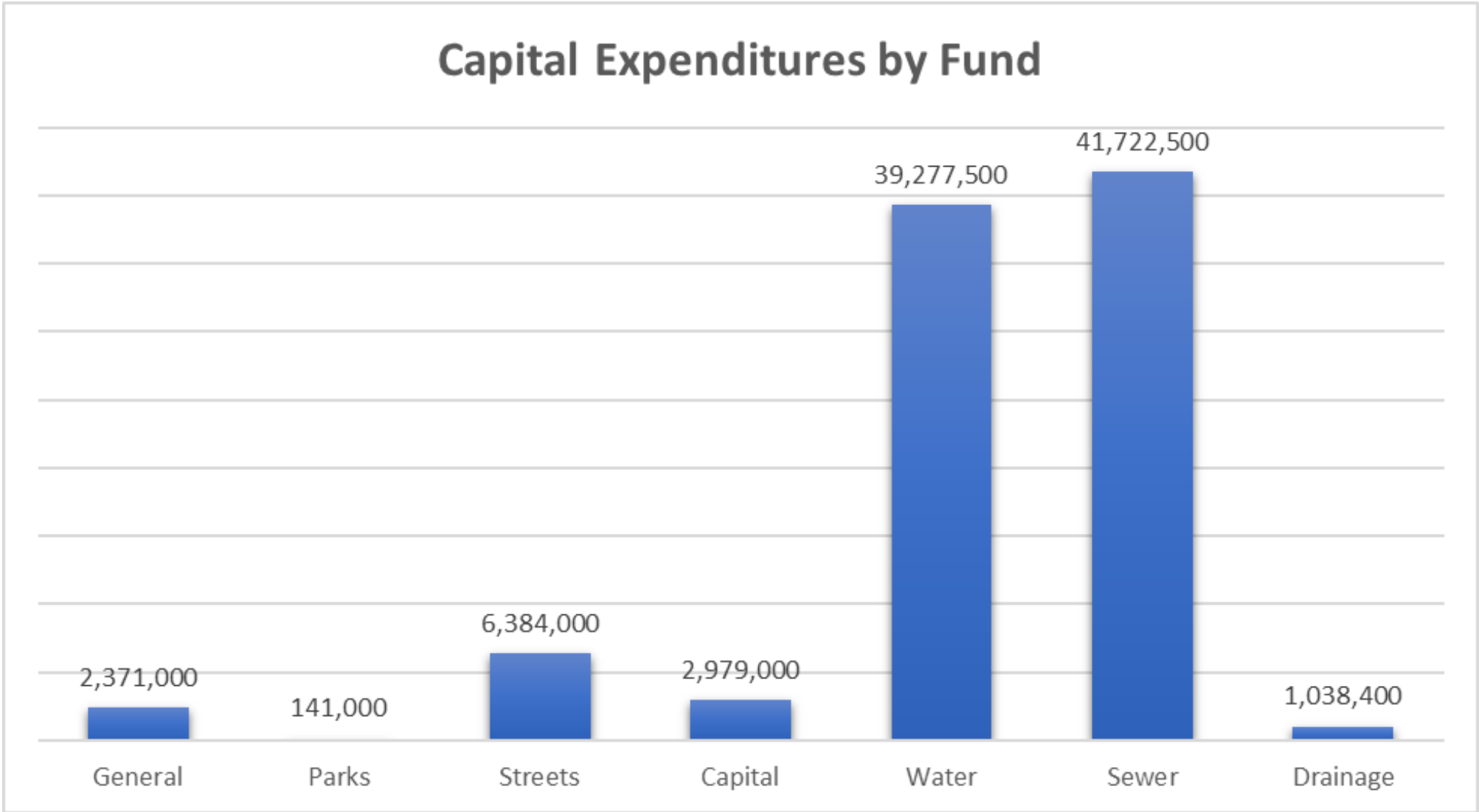
- Sales Taxes – Collected on sales of tangible personal property and specific services.
- Use Taxes – Imposed on taxable purchases where a sales tax was not legally imposed – applies to building materials and vehicles.

General Fund 3.0%	Street & Alley Fund .5%
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Expenditures – All Funds







Town of Johnstown

General Fund

General Fund - Function

Item #24.

- **Town Council**
 - Set policy
 - Community outreach and engagement
 - Organizational success
- **Town Manager**
 - Daily operations
 - Legislative & policy implementation
 - Community outreach & communication
- **Police Services**
 - Public safety and education
 - Crime prevention
 - Traffic enforcement
- **Town Clerk**
 - Elections
 - Licensing
 - Municipal Court
- **Planning Services**
 - Development plan review & analysis
 - Land use and zoning code administration
 - Comprehensive planning
- **Finance**
 - Budget
 - Accounting and utility billing
 - Treasury management
- **Building Inspections**
 - Permit issuance
 - Plan reviews
 - Building inspections/code enforcement
- **Public Works/Buildings**
 - Facilities & infrastructure management
 - Fleet services
 - Building & grounds maintenance



General Fund - Budget Highlights

Item #24.

- Police building expansion
- Downtown economic study
- Town events coordinator
- Engineering department
- Office expansion for engineering and development
- Maintain general services
 - Public safety
 - Building inspections
 - Municipal Court
 - Senior Center
 - Planning services
 - Administrative



Town of Johnstown

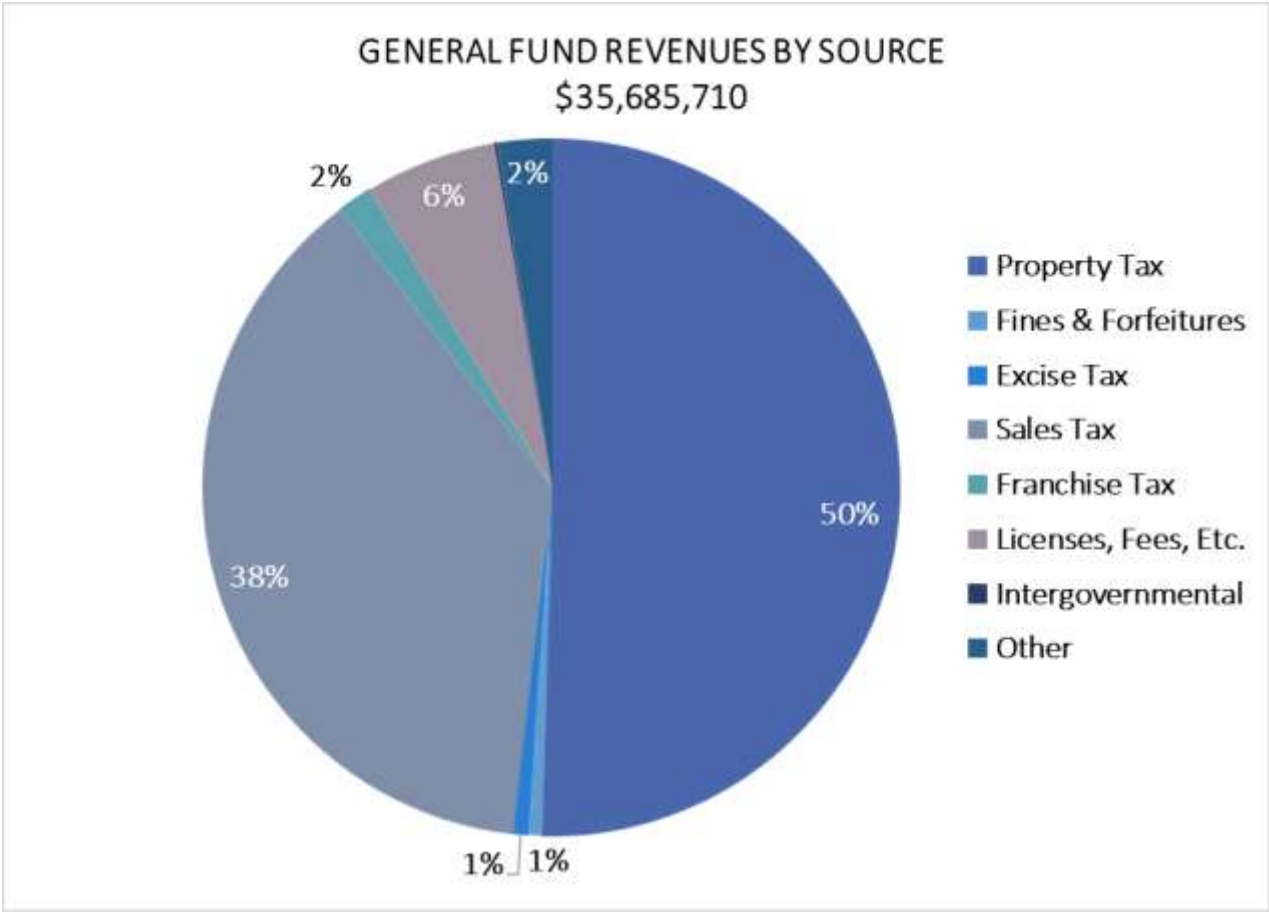
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GENERAL FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Council	65,400	365,000	9,000	485,700	925,100	1,000,000	-	-	1,925,100
Events	125,600	19,000	6,200	101,250	252,050	30,000	-	-	282,050
Town Manager	1,213,875	474,800	165,300	187,460	2,041,435	76,000	-	-	2,117,435
Town Clerk	386,150	100,150	44,200	11,800	542,300	-	-	-	542,300
Finance	388,020	298,000	19,900	5,200	711,120	-	-	-	711,120
Planning	634,250	21,200	32,600	8,000	696,050	-	-	-	696,050
Bldg Inspections	92,950	301,700	8,000	750	403,400	-	-	-	403,400
Engineering	1,090,205	19,340	68,950	15,000	1,193,495	120,000	-	-	1,313,495
Police	4,781,120	306,400	480,300	203,000	5,770,820	495,000	4,000,000	-	10,265,820
Public Works	533,850	45,750	80,200	26,300	686,100	-	-	-	686,100
Buildings	-	316,800	4,500	32,000	353,300	650,000	-	-	1,003,300
Reimbursements	-	350,000	-	-	350,000	-	-	-	350,000
Totals	\$9,311,420	\$2,618,140	\$919,150	\$1,076,460	\$13,925,170	\$2,371,000	\$4,000,000	\$0	\$20,296,170
 Total Cash Available									 \$ 34,742,377
 Ending Fund Balance									 \$ 14,446,207



General Fund Revenues



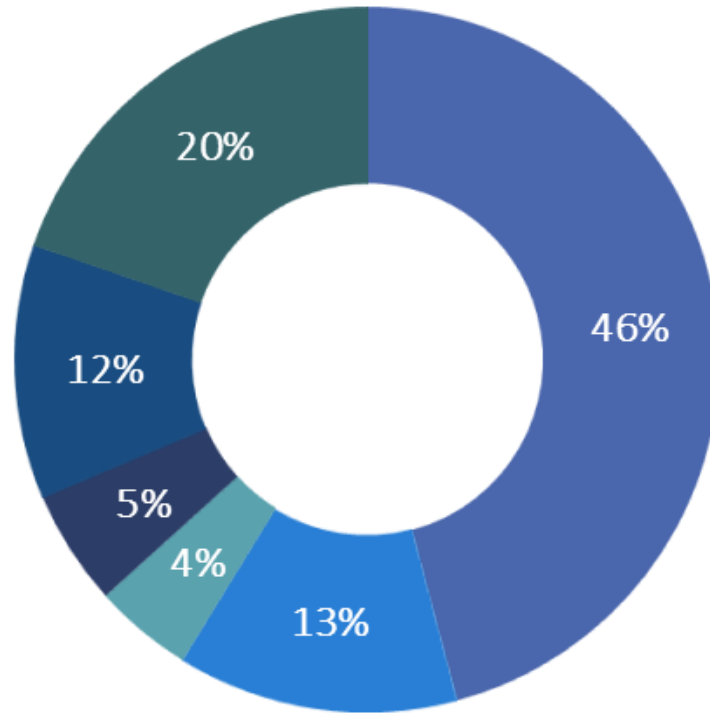
General Fund Revenue Sources		
Source	Amount	% of Total
Property Tax	18,002,410	50.4%
Sales Tax	13,500,000	37.8%
Licenses, Fees, Etc.	2,193,300	6.1%
Other	880,000	2.5%
Franchise Tax	575,000	1.6%
Excise Tax	270,000	0.8%
Fines & Forfeitures	215,000	0.6%
Intergovernmental	50,000	0.1%



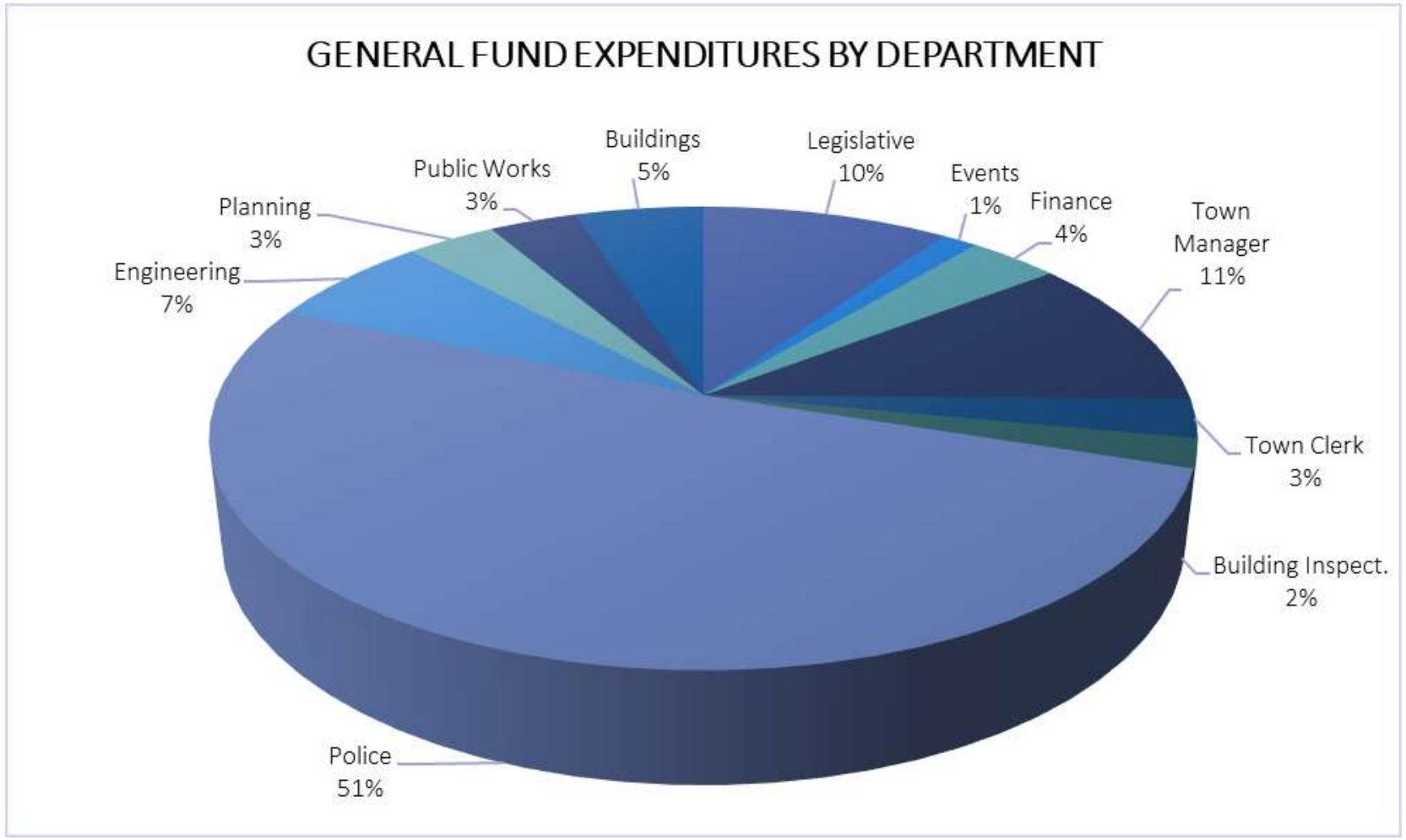
General Fund Expenditures - \$20,296,170

GENERAL FUND EXPENDITURES BY CATEGORY

■ Personnel Services ■ Contract Services ■ Commodity ■ Other Charges ■ Capital Outlay ■ Impact Outlay



General Fund Expenditures - \$20,296,625



Special Revenue Funds





Town of Johnstown

Street & Alley Fund

Street and Alley Fund - Budget Highlights

Item #24.

- Street maintenance program
- Widening of a section of Colorado Blvd.
- Highway 60 and Colorado Blvd. improvements
- Realignment design of Highway 34 and High Plains Blvd.
- Thompson Parkway roundabout study
- New equipment
 - Asphalt patching equipment
 - Tandem snowplow
 - PW vehicle

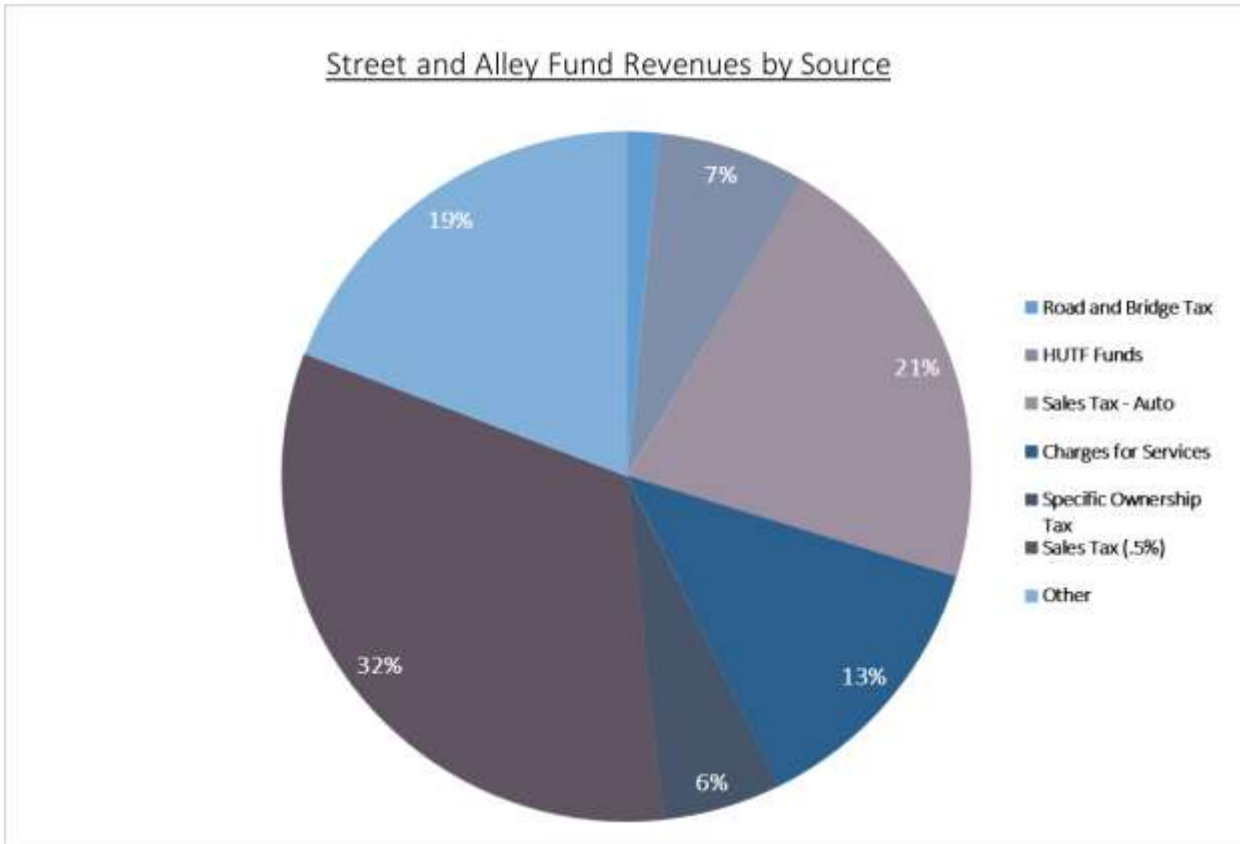


STREET AND ALLEY FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Streets Fund	1,092,400	3,977,000	405,850	26,000	5,501,250	6,384,000	-	-	11,885,250
Totals	\$ 1,092,400	\$ 3,977,000	\$ 405,850	\$ 26,000	\$ 5,501,250	\$ 6,384,000	\$ -	\$ -	\$ 11,885,250
 Total Cash Available									 \$ 25,766,282
 Ending Fund Balance									 \$ 13,881,031



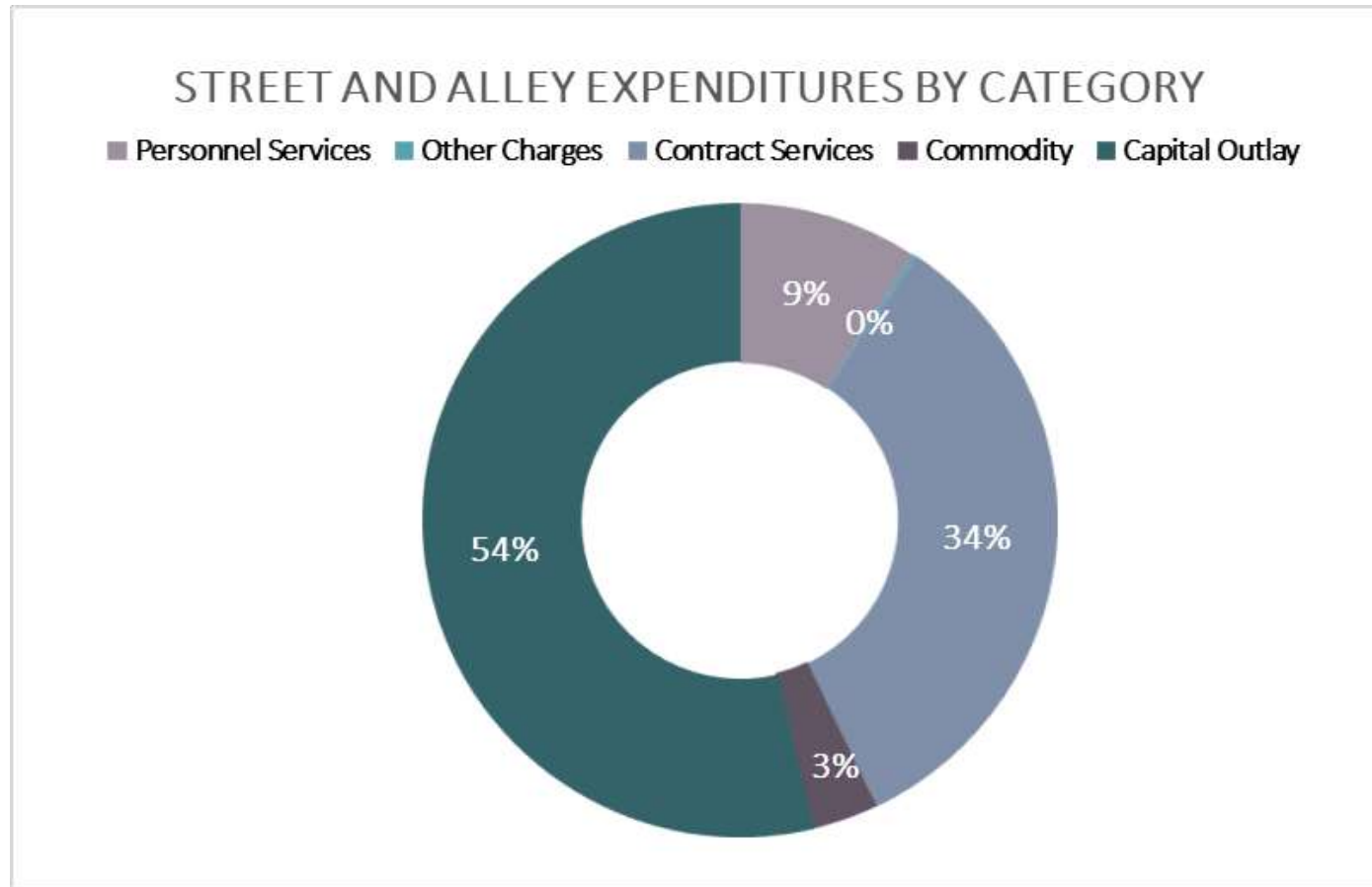
Street and Alley Fund Revenues



Street and Alley Fund Revenue Sources		
Source	Amount	% of Total
Road and Bridge Tax	115,000	2%
HUTF Funds	530,000	7%
Sales Tax - Auto	1,600,000	21%
Charges for Services	985,000	13%
Specific Ownership Tax	425,000	6%
Sales Tax (.5%)	2,450,000	32%
Other	1,452,375	19%



Street & Alley Fund Expenditures - \$11,885,250





Town of Johnstown

Parks & Open Space Fund

Parks and Open Space Fund Budget Highlights

Item #24.

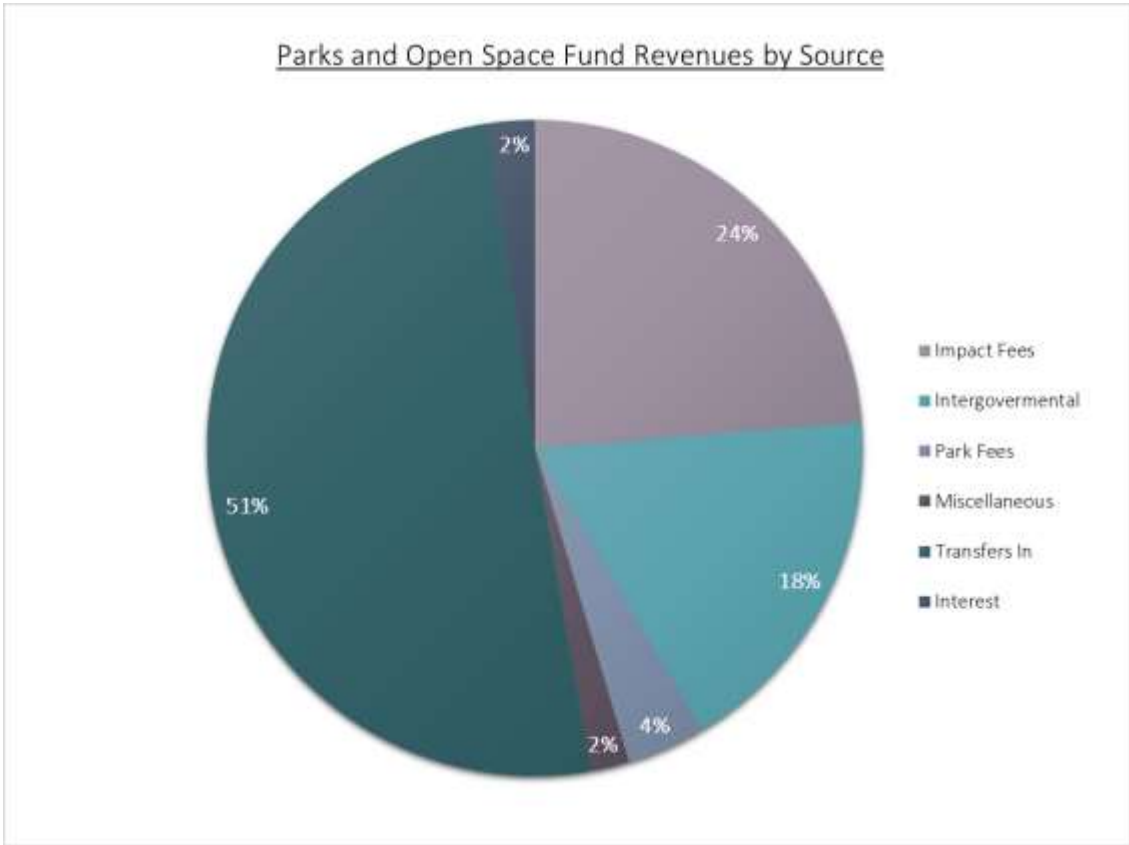
- Master plan for Ledford Elementary School and SE corner of CR 46.5 properties
- Little Thompson Trail Bridge construction
- Playground replacement at Aragon Park
- Tree voucher program
- Mosquito control
- Mowing equipment

PARKS AND OPEN SPACE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Impact Outlay	Debt Service	Total
Parks Fund	762,500	646,250	140,600	72,100	1,621,450	141,000	1,935,000	-	3,697,450
Totals	\$ 762,500	\$ 646,250	\$ 140,600	\$ 72,100	\$ 1,621,450	\$ 141,000	\$ 1,935,000	\$ -	\$ 3,697,450
 Total Cash Available									 \$ 8,256,817
 Ending Fund Balance									 \$ 4,559,367



Parks & Open Space Fund Revenues



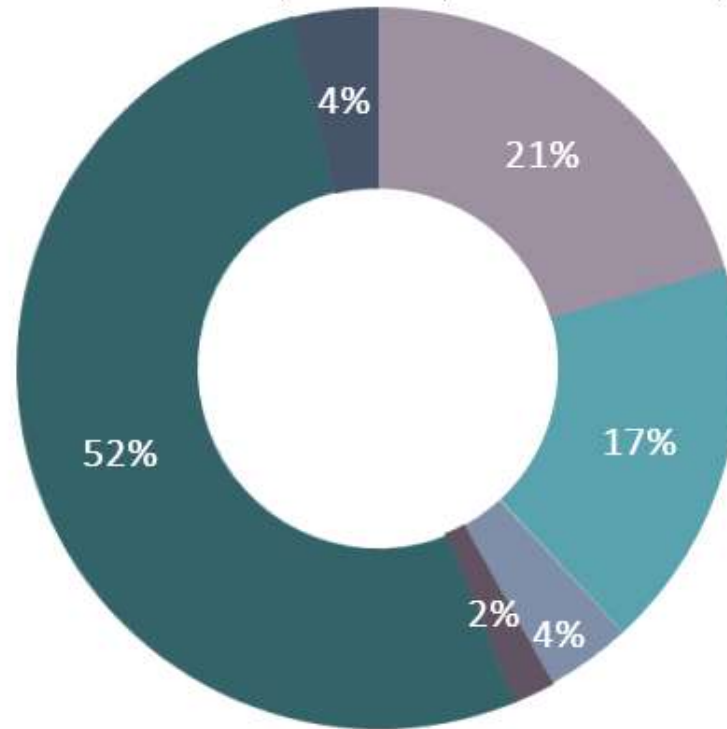
Parks and Open Space Fund		
Source	Amount	% of Total
Impact Fees	535,850	24%
Intergovernmental	400,000	18%
Park Fees	87,500	4%
Miscellaneous	43,100	2%
Transfers In	1,140,000	51%
Interest	50,000	2%



Parks & Open Space Fund Expenditures - \$3,697,450

PARK & OPEN SPACE EXPENDITURES BY CATEGORY

- Personnel Services
- Contract Services
- Commodity
- Other Charges
- Impact Outlay
- Capital Outlay





Town of Johnstown

Capital Projects Fund

Capital Projects - Budget Highlights

Item #24.

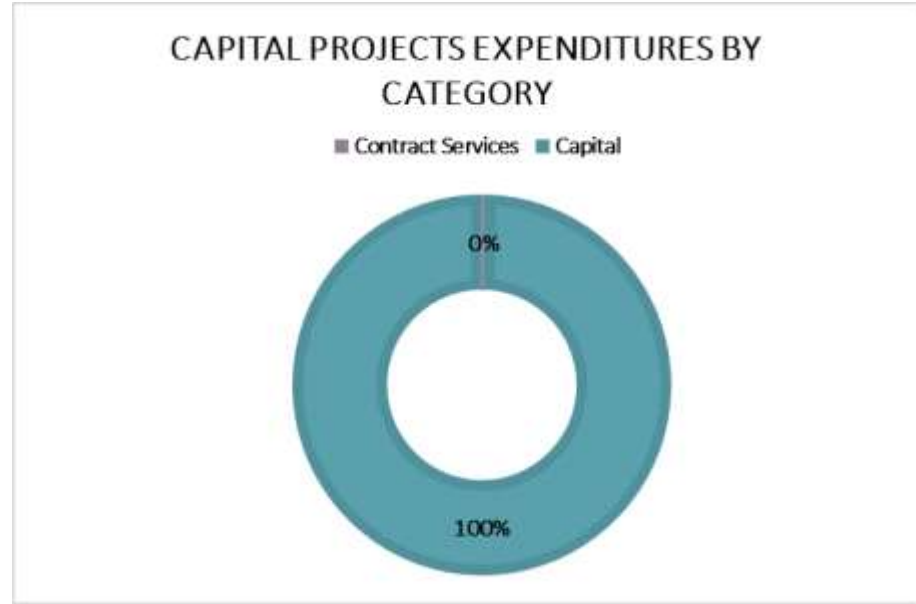
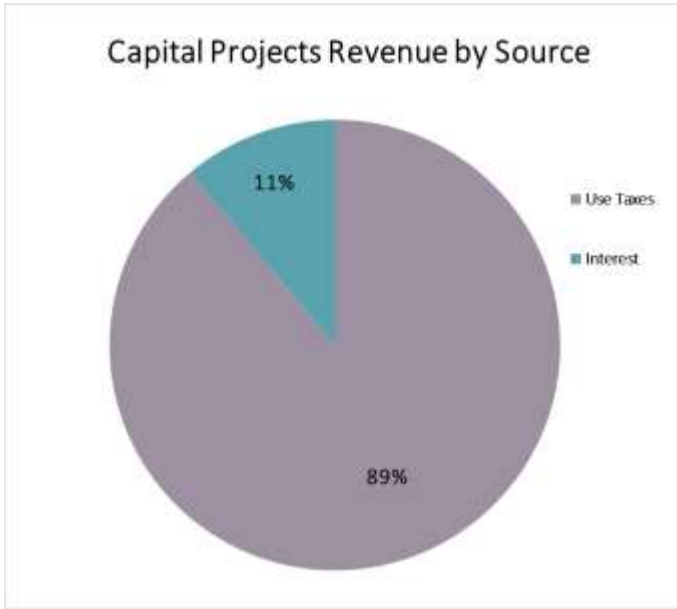
- EV charging stations
- Downtown branding study signage

CAPITAL PROJECTS FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Capital Projects	-	9,500	-	-	9,500	2,979,000	-	2,988,500
Totals	\$ -	\$ 9,500	\$ -	\$ -	\$ 9,500	\$ 2,979,000	\$ -	\$ 2,988,500
 Total Cash Available								\$11,582,306
 Ending Fund Balance								\$ 8,593,806



Capital Project Fund Revenues & Expenses



Capital Projects Fund		
Source	Amount	% of Total
Use Taxes	\$ 800,000	89%
Interest	\$ 100,000	11%





Town of Johnstown

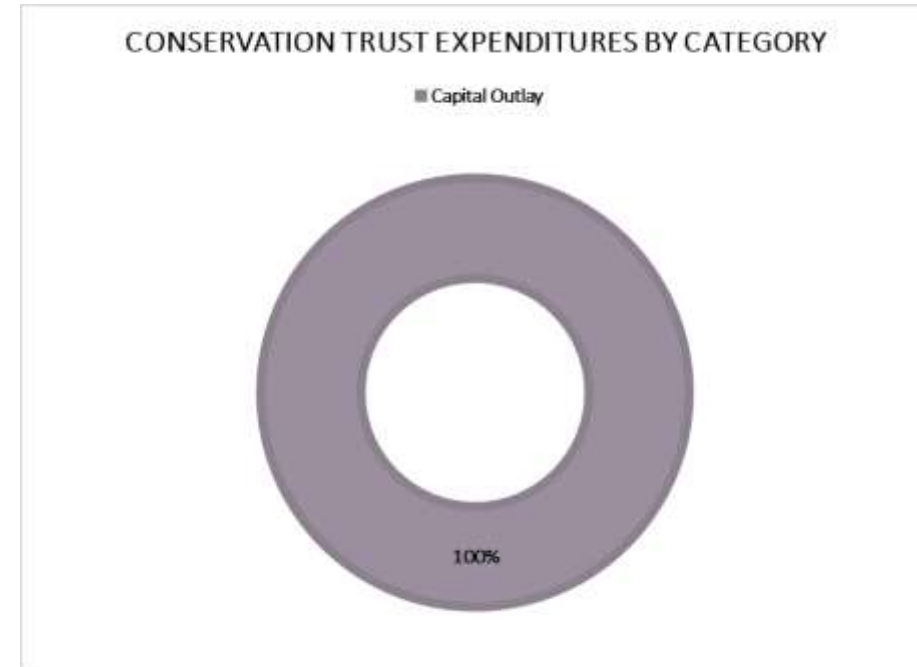
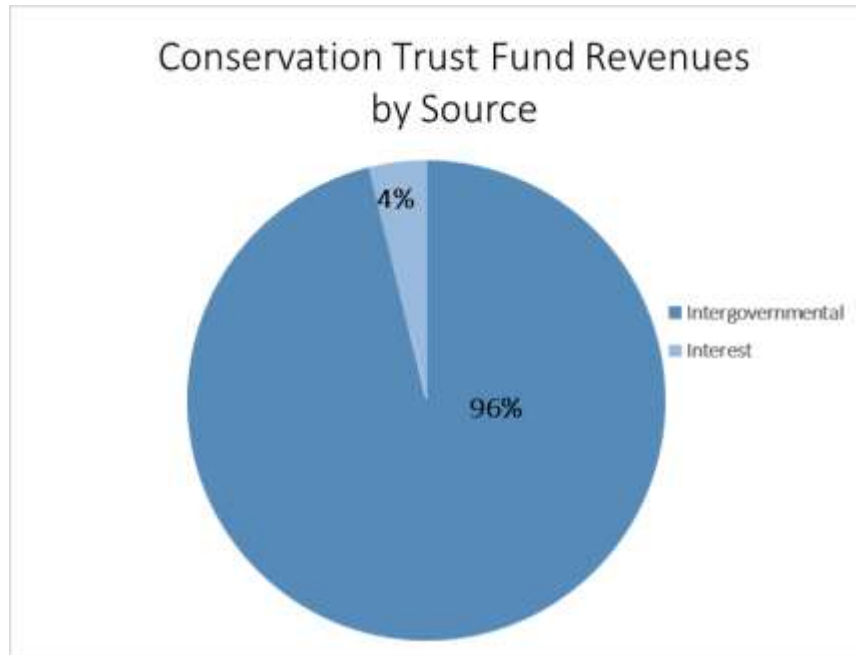
Conservation Trust Fund

CONSERVATION TRUST FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Conservation Trust	0	0	0	0	0	350,000	---	350,000
Totals	\$0	\$0	\$0	\$0	0	\$350,000	\$0	\$350,000
 Total Cash Available								\$ 351,112
 Ending Fund Balance								\$ 1,112



Conservation Trust Fund Review



Conservation Trust Fund		
Source	Amount	% of Total
Intergovernmental	100,000	96.15%
Interest	4,000	3.85%





Town of Johnstown

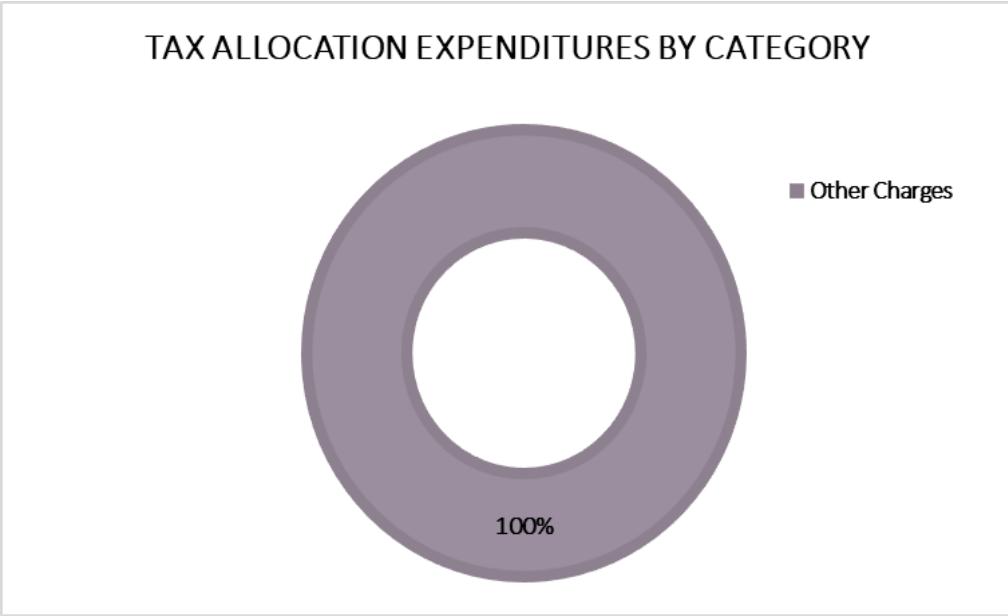
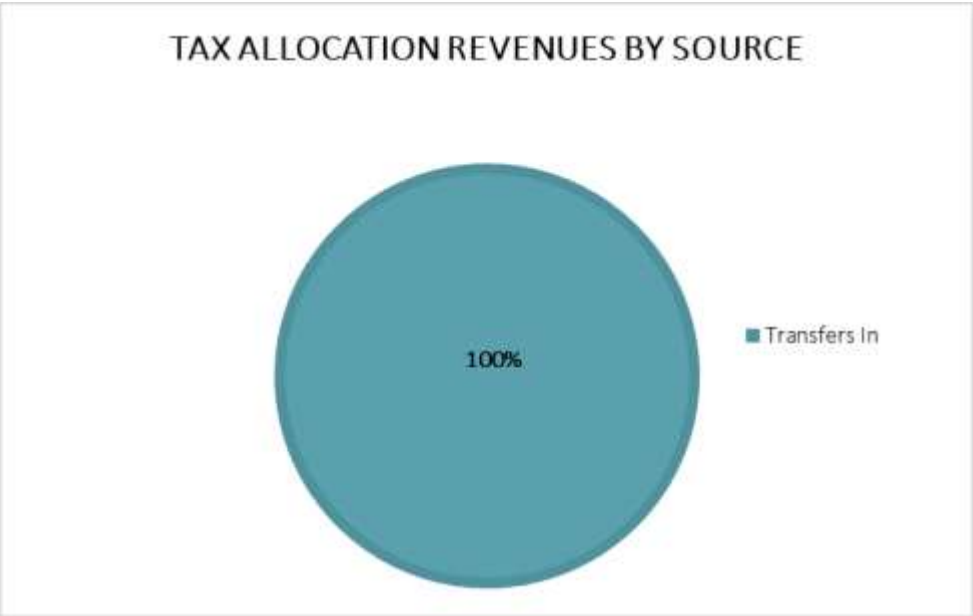
Tax Allocation Fund

TAX ALLOCATION EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Tax Allocation	-	-	-	750,000	750,000	-	-	750,000
Totals	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 750,000
 Total Cash Available								 \$ 791,435
 Ending Fund Balance								 \$ 41,435



Tax Allocation Fund Review





Town of Johnstown

Recreation Center Fund

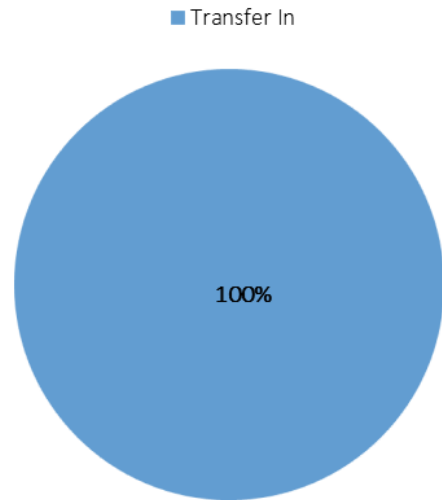
RECREATION CENTER FUND SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Rec Center Fund	-	503,000	-	-	503,000	-	-	503,000
Totals	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000	\$ -	\$ -	\$ 503,000
 Total Cash Available								 \$ 503,000
 Ending Fund Balance								 \$ -

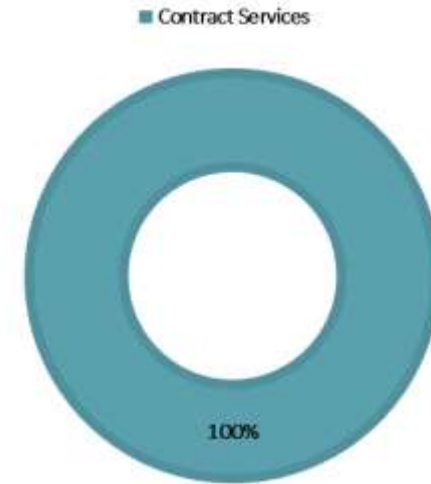


Recreation Center Fund Review

RECREATION CENTER REVENUES BY SOURCE



RECREATION CENTER EXPENSES BY CATEGORY





Town of Johnstown

Library Fund

LIBRARY FUND EXPENSE SUMMARY

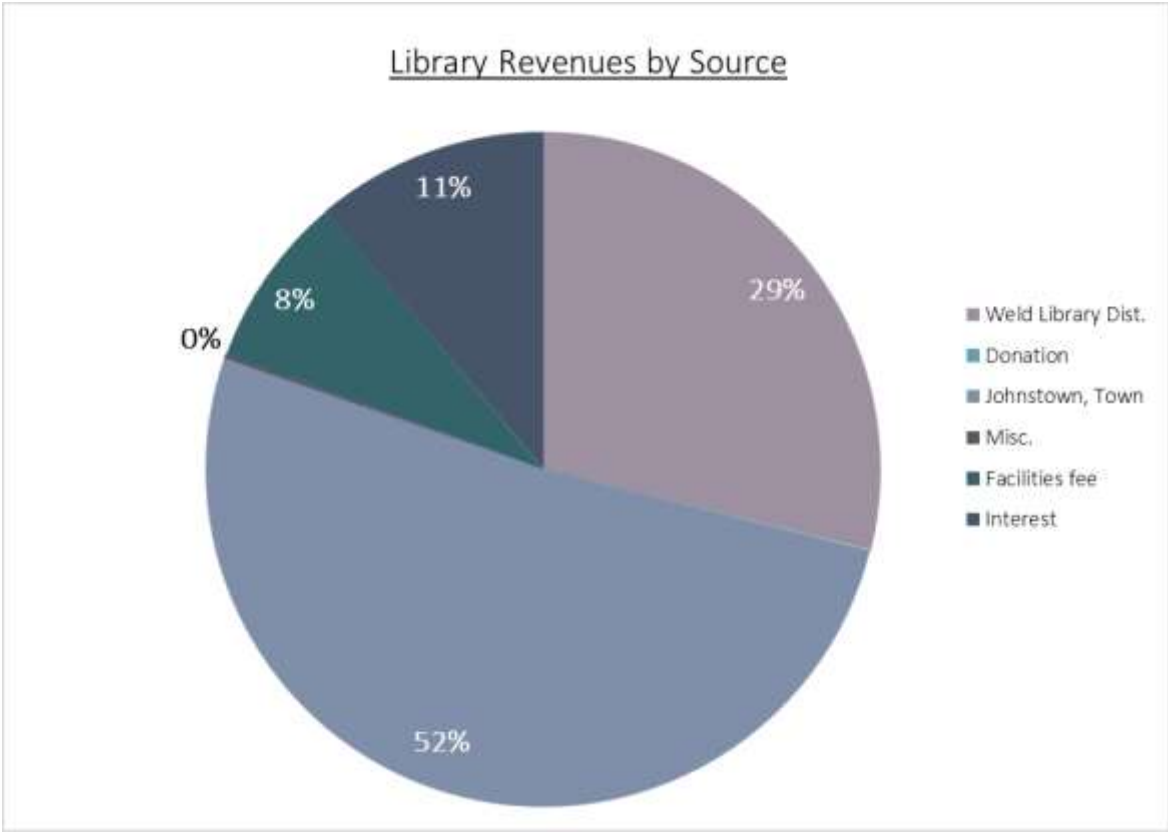
	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Library Fund	862,500	902,000	175,000	222,000	2,161,500	-	-	2,161,500
Totals	\$ 862,500	\$ 902,000	\$ 175,000	\$ 222,000	\$ 2,161,500	\$ -	\$ -	\$ 2,161,500

Total Cash Available \$14,834,417

Ending Fund Balance \$12,672,917



Library Fund Revenues



Library		
Source	Amount	% of Total
Weld Library Dist.	\$ 1,292,842	29%
Donation	\$ 3,500	0%
Johnstown, Town	\$ 2,304,387	51%
Misc.	\$ 10,000	0%
Facilities fee	\$ 373,950	8%
Interest	\$ 500,000	11%



Library Fund Expenditures - \$2,161,500

LIBRARY EXPENDITURES BY CATEGORY

■ Personnel ■ Contract Services ■ Commodity ■ Other





Town of Johnstown

Arts & Culture Fund

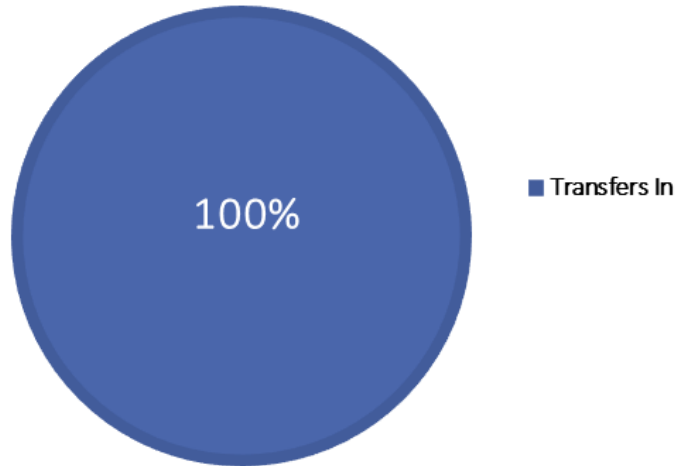
ARTS & CULTURE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Arts & Culture Fund	0	0	0	0	0	---	---	0
Totals	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0
 Total Cash Available								\$ 167,102
 Ending Fund Balance								\$ 167,102



Arts & Cultural Fund Review

ARTS & CULTURE REVENUES BY SOURCE



ARTS & CULTURAL FUND EXPENDITURES

No budgeted expenditures in 2024

Arts & Culture		
Source	Amount	% of Total
Transfers In	149,580	100%



Enterprise Funds





Town of Johnstown

Water Fund

Water Fund - Budget Highlights

Item #24.

- Water plant expansion construction
- Easement acquisition for raw water improvements
- Issue bonds
- New equipment
 - Hydrant gutting tool
 - Shoring equipment
 - Water meters
 - Bulk water system

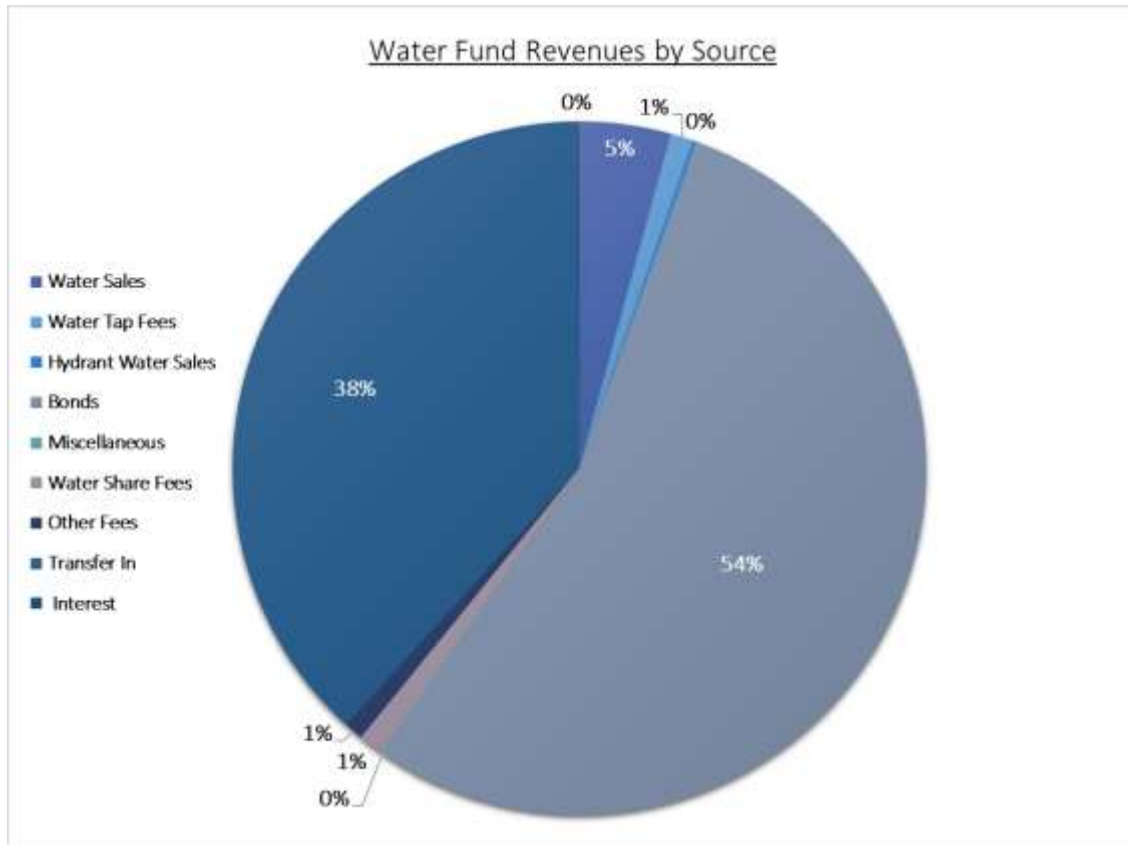


WATER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
WF Operations	844,700	1,199,000	1,202,950	1,273,000	4,519,650	33,400,000	-	37,919,650
WF C&D	464,850	205,000	492,600	1,650	1,164,100	5,877,500		7,041,600
Totals	\$ 1,309,550	\$ 1,404,000	\$ 1,695,550	\$ 1,274,650	\$ 5,683,750	\$ 39,277,500	\$ -	\$ 44,961,250
Total Cash Available								\$ 142,873,436
Ending Fund Balance								\$ 97,912,186



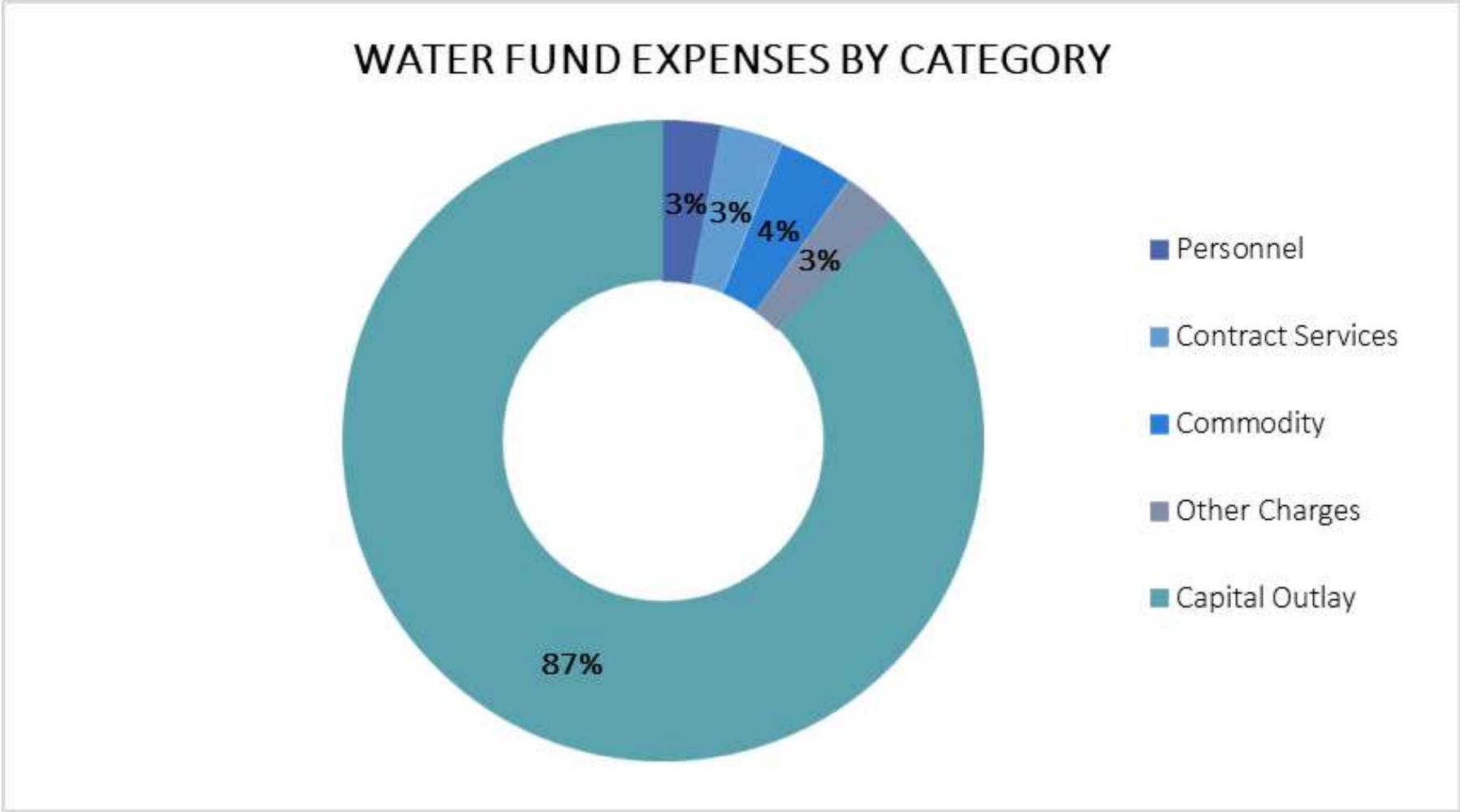
Water Fund Revenues



Water Fund		
Source	Amount	% of Total
Water Sales	\$ 5,675,000	4.3%
Water Tap Fees	\$ 1,397,933	1.0%
Hydrant Water Sales	\$ 260,000	0.2%
Bonds	\$ 72,000,000	54.0%
Miscellaneous	\$ 125,000	0.1%
Water Share Fees	\$ 1,600,000	1.2%
Other Fees	\$ 1,211,925	0.9%
Transfer In	\$ 50,700,000	38.1%
Interest	\$ 250,000	0.2%



Water Fund Expenditures - \$44,961,250





Town of Johnstown

Sewer Fund

Sewer Fund - Budget Highlights

Item #24.

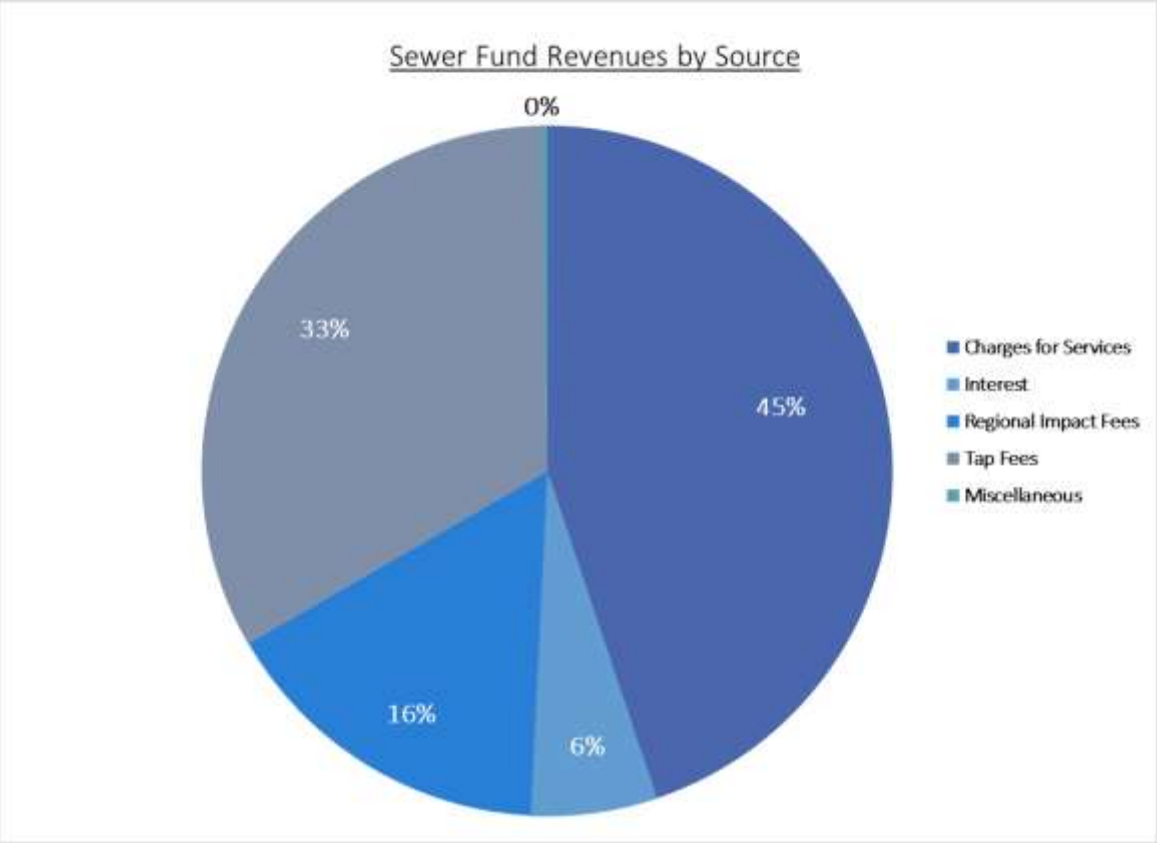
- North Interceptor construction
- Complete Low Point Wastewater Plant construction
- Continue Central Wastewater Plant construction
- New equipment
 - Forklift
 - Emergency pump
 - Vehicles
 - Vac Trailer

SEWER FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
SF Operations	847,200	1,033,050	338,750	1,202,800	3,421,800	28,585,000	2,767,650	34,774,450
SF C&D	278,850	287,650	54,050	1,490	622,040	13,137,500	-	13,759,540
Totals	#####	\$ 1,320,700	\$ 392,800	\$ 1,204,290	\$ 4,043,840	\$ 41,722,500	\$ 2,767,650	\$ 48,533,990
Total Cash Available								\$ 65,753,911
Ending Fund Balance								\$ 17,219,921



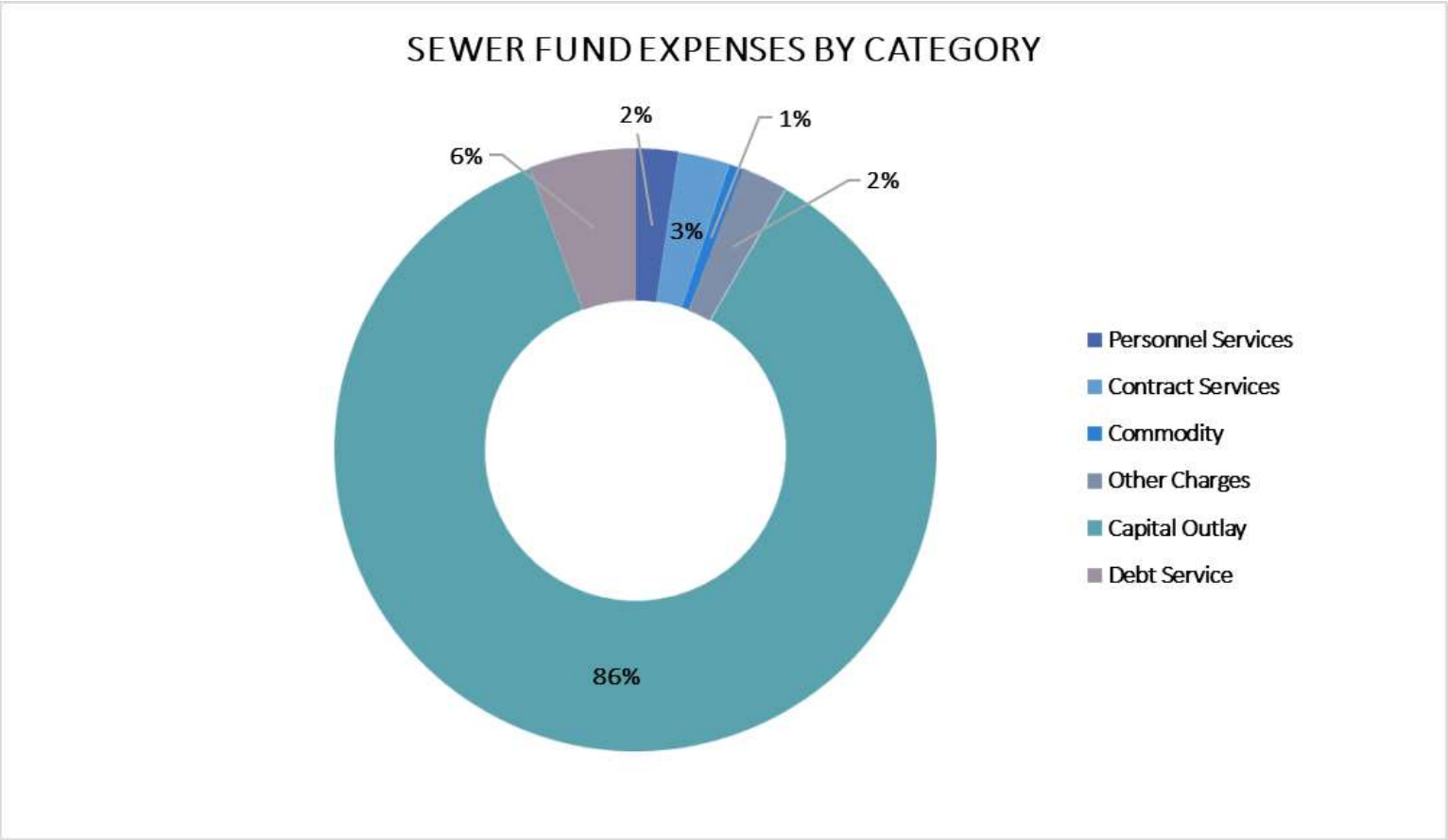
Sewer Fund Revenues



Sewer Fund		
Source	Amount	% of Total
Charges for Services	\$ 3,795,000	45%
Interest	\$ 500,000	6%
Regional Impact Fees	\$ 1,345,000	16%
Tap Fees	\$ 2,793,775	33%
Miscellaneous	\$ 25,000	0%



Sewer Fund Expenditures - \$48,533,990





Town of Johnstown

Drainage Fund

Drainage Fund - Budget Highlights

Item #24.

- Stormwater Master Plan
- FEMA Stormwater Master Plan grant
- Country Acres drainage improvements
- MS4 permit plans and standards

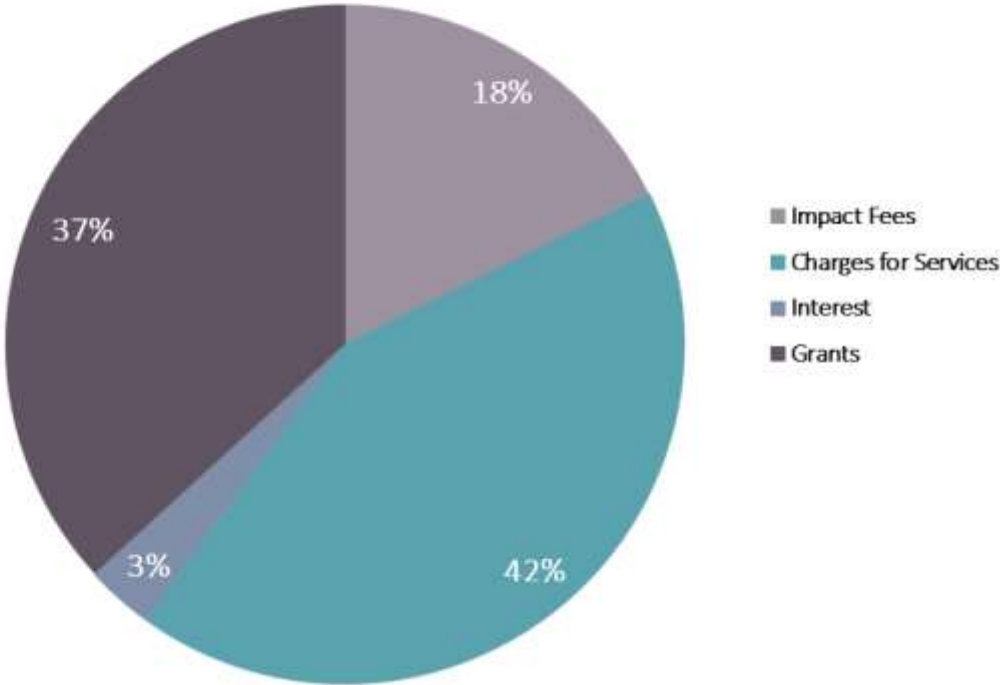
DRAINAGE FUND EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Drainage Fund	369,900	899,990	43,600	64,000	1,377,490	1,038,400	-	2,415,890
Totals	\$ 369,900	\$ 899,990	\$ 43,600	\$ 64,000	\$ 1,377,490	\$ 1,038,400	\$ -	\$ 2,415,890
 Total Cash Available								 \$ 5,339,955
 Ending Fund Balance								 \$ 2,924,065



Drainage Fund Revenues

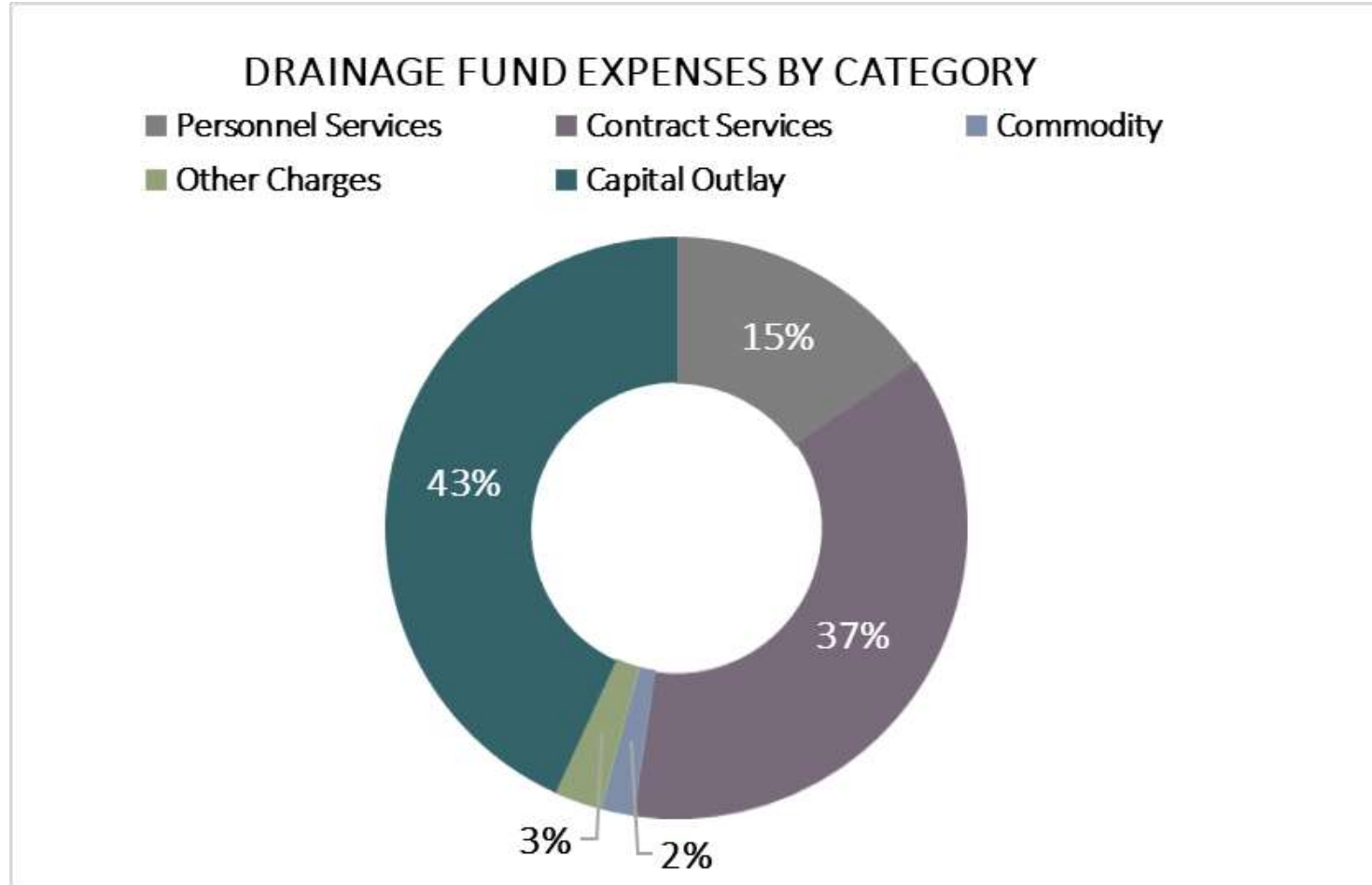
Drainage Fund Revenues by Source



Drainage Fund		
Source	Amount	% of Total
Impact Fees	\$ 220,000	17.7%
Charges for Services	\$ 525,000	42.3%
Interest	\$ 40,000	3.2%
Grants	\$ 457,560	36.8%



Drainage Fund Expenditures - \$2,415,890



Fiduciary Funds





Town of Johnstown

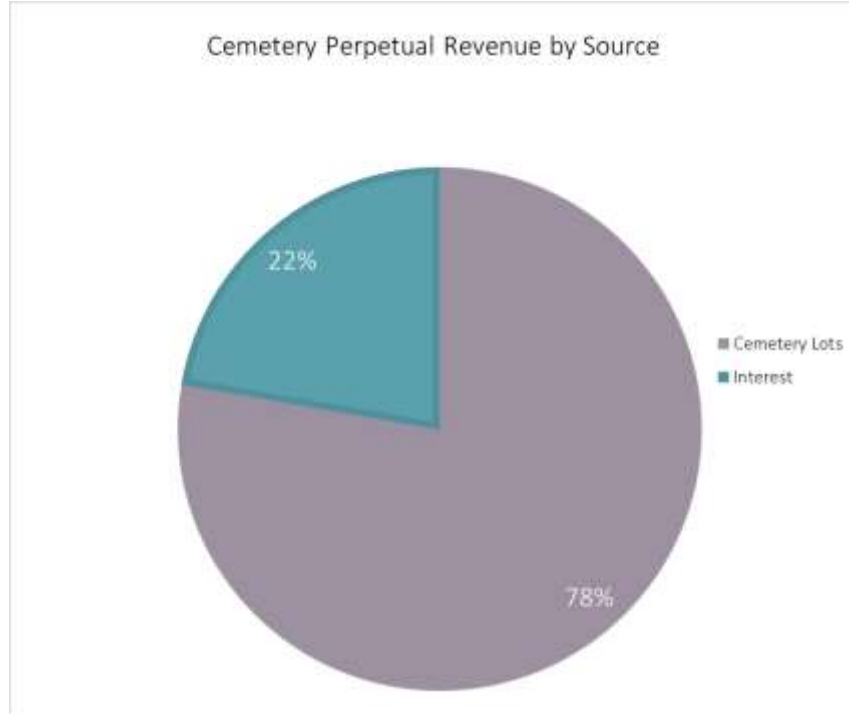
Cemetery Perpetual Fund

CEMETERY PERPETUAL EXPENSE SUMMARY

	Personnel Services	Contract Services	Commodity	Other Charges	Total Operating Costs	Capital Outlay	Debt Service	Total
Cemetery Fund	-	-	-	-	-	-	-	-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
 Total Cash Available								\$ 203,258
 Ending Fund Balance								\$ 203,258



Cemetery Perpetual Fund Review



CEMETERY PERPETUAL FUND EXPENDITURES

No budgeted expenditures



The End.



Town of Johnstown
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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Ordinance No. 2023-255 an Ordinance Amending Article VII of Chapter 7 of the Johnstown Municipal Code Concerning the Sale or Disposition of Dogs or Cats from a Pet Shop and Concerning Nuisance, Noisy and Vicious Animals

ACTION PROPOSED: Consider Ordinance No. 2023-255

ATTACHMENTS: 1. Ordinance No. 2023-255

PRESENTED BY: Avi Rocklin, Town Attorney
Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Ordinance No. 2023-255 as proposed, amends Article VII of Chapter 7 of the Johnstown Municipal Code (“Animal Code”). The ordinance: (i) enacts a regulation prohibiting the sale of dogs or cats from pet shops absent limited circumstances; (ii) amends the definition section in the Animal Code; (iii) provides that a law enforcement officer may make a prima facie determination as to whether noise is excessive or continuous; (iv) cleans up the nuisance animal section; (v) corrects an inconsistency related to vicious animal; and (vi) removes specified fines for violations of the Animal Code.

Pet Shop: Section 7-149 of the Animal Code

Due to concerns about the conditions associated with the sale or disposition of dogs and cats that originate from puppy and kitten mills and are sold at pet shops, members of the public made a presentation to the Town Council requesting that the Town Council prohibit the sale or disposition of dogs and cats from pet shops. The Humane Society of the United States has similarly found that puppy and kitten mills constitute inhumane commercial breeding facilities that disregard the animals’ physical and emotional health to maximize profits. The Town Council is entitled to prohibit unwholesome business practices in the Town. Due to the concerns regarding the sale or disposition of dogs or cats that originate from puppy or kitten mills and are sold at pet shops, the Town Council requested that Town Staff prepare an ordinance prohibiting the sale or disposition of dogs or cats from a pet shop, with limited exception. The proposed ordinance adds Section 7-149 to the Animal Code, prohibiting such sales except when a pet shop collaborates with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats.

The Community That Cares

www.TownofJohnstown.com

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

Definitions: Section 7-121 of the Animal Code

The proposed ordinance amends Section 7-121 of the Animal Code to add definitions supporting the pet shop provisions and omit terms not otherwise used in, and terms moved to, other sections of the Animal Code.

Noisy Animal: Section 7-136 of the Animal Code

The proposed ordinance amends Section 7-136 of the Animal Code to provide that a code enforcement officer, police officer or other designated officer of the Town may make a prima facie determination as to whether noise is excessive or continuous. If a police officer finds probable cause, the charge may be brought without such determination.

Nuisance Animal: Section 7-135 of the Animal Code

The proposed ordinance amends Section 7-135 of the Animal Code to move the definition of nuisance animal from Section 7-121 into this section and clarifies the definition of nuisance animal. The ordinance provides that all dogs may be in a park as long as the dog is leashed and that a code enforcement officer, police officer or other designated officer of the Town may make a prima facie determination as to whether odor, dust, noise or drainage is offensive to the use or enjoyment of adjoining properties.

Vicious Animal: Section 7-139 of the Animal Code

The proposed ordinance amends Section 7-139 of the Animal Code to clarify an inconsistency about when a vicious animal may remain in the Town. The Animal Code, as written, provides that a vicious animal may remain in the Town when a law enforcement officer requires the dog to be confined, muzzled and leashed and when the owner obtains insurance and posts a sign.

Violations: Section 7-154 of the Animal Code

The proposed ordinance amends Section 7-139 of the Animal Code to omit the specified fines. If the Town Council would like to specify fines, the Town Council may direct staff who will request that the Municipal Court Judge add such fines to the Municipal Court Fine Schedule.

LEGAL ADVICE:

The Town Attorney prepared Ordinance No. 2023-255

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION: Approve Ordinance No. 2023-255 on first reading.

SUGGESTED MOTIONS:

For Approval: I move to approve Ordinance 2023-255 an Ordinance Amending Article VII of Chapter 7 of the Johnstown Municipal Code Concerning the Sale or Disposition of Dogs or Cats from a Pet Shop and Concerning Nuisance, Noisy and Vicious Animals, on first reading.

For Conditional Approval: I move to approve Ordinance 2023-255, an Ordinance Amending Article VII of Chapter 7 of the Johnstown Municipal Code Concerning the Sale or Disposition of Dogs or Cats from a Pet Shop and Concerning Nuisance, Noisy and Vicious Animals, on first reading, on the condition(s) that

_____.

For Denial: I move to deny approval of Ordinance No. 2023-255.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-255**

AN ORDINANCE AMENDING ARTICLE VII OF CHAPTER 7 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING THE SALE OR DISPOSITION OF DOGS OR CATS FROM A PET SHOP AND CONCERNING NUISANCE, NOISY AND VICIOUS ANIMALS

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

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

WHEREAS, Article VII of Chapter 7 of the Johnstown Municipal Code regulates animal control and animal offenses; and

WHEREAS, due to concerns about the conditions associated with the sale or disposition of dogs and cats that originate from puppy and kitten mills and are sold at pet shops, members of the public made a presentation to the Town Council requesting that the Town Council prohibit the sale or disposition of dogs and cats from pet shops; and

WHEREAS, the Humane Society of the United States has similarly found that puppy and kitten mills constitute inhumane commercial breeding facilities that disregard the animals’ physical and emotional health to maximize profits; and

WHEREAS, based upon the concerns raised by the members of the public along with data generated by the Humane Society of the United States, the Town Council finds that the sale or disposition of dogs or cats that originate from puppy or kitten mills and are sold at pet shops is an unwholesome business practice and desires to prohibit the sale or disposition of dogs or cats from a pet shop; and

WHEREAS, the Town Council further desires to amend certain other provisions of Article VII of Chapter 7 to update Section 7-121 related to definitions, revise and supplement Section 7-135 relating to nuisance animals and Section 7-136 related to noisy animals and clarify Section 7-139 related to vicious animals; and

WHEREAS, to effectuate the foregoing, 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 7-121 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-121. Definitions.

As used in this Article, the following words have the following meanings:

- (1) *Animal* means any live, vertebrate creature, domestic or wild, except human primate.
- (2) *Animal care facility* means an animal control center or animal shelter maintained by or under contract with any state, county or municipality, with a mission and practice of, in whole or significant part, to rescue and place animals in permanent homes.
- (3) *Animal rescue organization* means a nonprofit organization with tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, with a mission or practice, in whole or significant part, to rescue or place animals in permanent homes.
- (4) *Animal shelter* or *impoundment facility* means a facility that, in addition to other activities, provides care for animals impounded pursuant to this Article.
- (5) *At large* means off the premises of the owner and not under the control of the owner.
- (6) *Cat* means any animal of the species *Felis catus* or any hybrid thereof.
- (7) *Code enforcement officer* means a peace officer so designated by law, the ordinances of the Town or by written order of the Chief of Police to enforce the provisions of this Article.
- (8) *Dog* means any canine animal, including those related to the wolf, fox, coyote, or jackal.
- (9) *Exotic animal* means nonhuman primate, skunk, fox, raccoon, wild/exotic cat and similar animals.
- (10) *Farm animal* means horse, mule, ass, sheep, goat (excluding pygmy goat), llama, swine (excluding pot belly pig), cow or other cloven hoofed animals commonly known as livestock.
- (11) *Fowl animal* means chicken, turkey, goose, duck, guinea, household bird, pigeon and similar animals provided they are for the enjoyment of the occupants of the lot and are not kept primarily for the purpose of sale or commercial endeavor. Commercial activities must comply with all other ordinances and zoning regulations.
- (12) *Household* means a dwelling unit and surrounding property customarily used by a single family for living purposes.
- (13) *Livestock* means any bovine animal, horse, mule, ass, sheep or goat (except pygmy goat).
- (14) *Owner* means any person, partnership or corporation owning any animal or animals, or having the same in his or her or its care, custody or control, or who causes, encourages or suffers the same to remain upon their premises for a period of three (3) consecutive days or more.
- (15) *Pet animals* means domestic dog, domestic cat, rabbit, guinea pig, hamster, mouse, snake, iguana, turtle, pot belly pig, pygmy goat, ferret and similar animals provided they are for the enjoyment of the occupants of the lot and are not kept primarily for the purpose of sale or commercial endeavor.
- (16) *Pet shop* means a retail establishment where animals are sold, exchanged, bartered, or offered for sale as pets to the general public at retail, but excluding an animal care facility or animal rescue organization.
- (17) *Premises* means real property owned, rented, leased, used, kept or occupied by a person or persons, a partnership, a corporation or governmental unit, howsoever described.
- (18) *Raptor* means any migratory bird that is a member of falconiformes or strigiformes and, specifically, but not by way of limitation, means falcons, hawks, owls and eagles.

- (19) *Rodent pest* means any prairie dog, ground squirrel, pocket gopher, jackrabbit or other rodent not commonly kept within the home.
- (20) *Trap* means any device used to contain or capture an animal.
- a. *Humane trap* means any trap which does not cause injury to the animal trapped.
 - b. *Inhumane trap* means any trap which causes injury to the animal trapped.
- (21) *Wild animal* means any monkey (nonhuman primate), raccoon, skunk, poisonous snake or reptile, jaguar, cheetah, mountain lion, wildcat, panther, margay or any other species of cats other than ordinarily domesticated house cats, any bear, any nonpoisonous snake longer than six (6) feet, any crocodile or alligator longer than one (1) foot, any badger, prairie dog, beaver, muskrat or bat, or any wolf, coyote, fox or other species of canine other than ordinarily domesticated dogs.

Section 2. Section 7-125 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-125. License exemptions.

A license shall not be required for:

- (a) A dog or cat under the age of six (6) months;
- (b) A seeing-eye dog; or
- (c) A dog or cat brought into the Town for less than a thirty (30) day period if licensed by another municipality.

Section 3. Section 7-135 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-135. Nuisance animals prohibited.

- (a) The following animal behaviors constitute a public nuisance. Any animal that:
 1. Menaces, attacks or bites persons or vehicles;
 2. Menaces, attacks or bites other animals;
 3. Goes upon school premises without the permission of the person in charge thereof;
 4. Is at large;
 5. Damages or destroys private or public property;
 6. Barks, howls, yelps, bawls or makes other loud, persistent noise in a manner which, under nonmitigating circumstances, could be considered by reasonable persons of ordinary sensibilities as excessive or continuous;
 7. Being a female in heat, because of the nature of its confinement, or lack of the same, has attracted other animals and caused them to congregate or remain on or about any premises; or
 8. Any other act or condition in this Article designated as a nuisance.
- (b) Public nuisances created by animals are prohibited in the Town, and the owner shall be deemed responsible for the actions of the animal.

- (c) Areas in which animals are kept shall be maintained in a manner that does not create odors, dust, noise or drainage offensive to the use or enjoyment of adjoining properties based on the senses of smell, hearing or sight of reasonable persons with ordinary sensibilities. For purposes of this section, a code enforcement officer, police officer or other designated officer of the Town may make a prima facie determination as to whether odor, dust, noise or drainage is offensive to the use or enjoyment of adjoining properties. The failure to maintain areas in which animals are kept in the manner provided herein constitutes a public nuisance and is prohibited.

Section 4. Subsection 7-136(a) of Article VII of Chapter 7 of the Johnstown Municipal Code shall repealed and readopted to read as follows:

Sec. 7-136. Noisy animals.

- (a) It is unlawful for the owner, keeper, harbinger or any other person who has assumed the responsibility for an animal to permit such animal kept in any yard, house or other place to bark, howl, yelp, bawl or make other loud and persistent noise in a manner which, under nonmitigating circumstances, could be considered by reasonable persons of ordinary sensibilities as excessive or continuous. For purposes of this section, a code enforcement officer, police officer or other designated officer of the Town may make a prima facie determination as to whether the noise is excessive or continuous.

Section 5. The opening clause of Subsection 7-139(b) of Article VII of Chapter 7 of the Johnstown Municipal Code shall be amended to read as follows:

Sec. 7-139. Vicious animals.

...

- (b) No person shall own, keep, harbor or possess any vicious animal in the Town except as provided herein; provided, however, that an animal shall not be deemed a vicious animal because it has attacked or bitten any of the following persons:

.....

Section 6. Section 7-149 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-149. Restrictions on the Sale of Cats and Dogs.

No pet shop shall sell, deliver, offer for sale, barter, auction or otherwise transfer or dispose of dogs or cats. Notwithstanding the foregoing, a pet shop may collaborate with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs or cats provided that the pet shop does not have an ownership interest in the dogs or cats offered for adoption and posts a sign with the name of the animal care facility or animal rescue organization from which the pet shop acquired each dog or cat.

Section 7. Section 7-154 of Article VII of Chapter 7 of the Johnstown Municipal Code shall be repealed and readopted to read as follows:

Sec. 7-154. Violation; cumulative remedies.

- (a) Any person who violates any provision of this Article may be punished in accordance with the provisions of Article IV of Chapter 1 of the Code.
- (b) No remedy provided herein shall be exclusive, but the same shall be cumulative. The taking of any action permitted by this Article shall not preclude or prevent the taking of other action, including the filing a charge or conviction of a violation of this Article in the Municipal Court.

Section 8. 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 9. Publication; Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk. This Ordinance shall become effective upon final passage as provided by the Charter. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED, AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____ By: _____
Hannah Hill, Town Clerk 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: _____ By: _____
Hannah Hill, Town Clerk Troy D. Mellon, Mayor



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Public Hearing First Reading Ordinance 2023-257

ACTION PROPOSED: Consider First Reading of Ordinance 2023-257 Annexing the Property

ATTACHMENTS: 1. Ordinance 2023-257

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance 2023-257. This ordinance will allow annexation of the Crooks property, recently purchased by the Town. The property consists of roughly 1.22 acres and is an enclave in the Town, completely surrounded by property within the Town limits of Johnstown. The annexation process is slightly different from a typical annexation as described below in the Colorado Municipal League guidance on municipally owned land.

Municipally-Owned Land

The statute expressly permits annexation of unincorporated land owned by the annexing municipality, by ordinance, without notice and hearing. The property still must have the required one-sixth contiguity under Colorado Revised Statute § 31-12-104 and meet the requirements of Colorado Revised Statute § 31-12-105 and section 30(1)(c) of Article II of the Colorado Constitution (Poundstone II). The annexing ordinance must state that the area proposed to be annexed is owned by the annexing municipality and is not solely a public street or right-of-way.

Due to the facts that the Town is the applicant and the property exists as an enclave surrounded by the incorporated limits of Johnstown, Staff recommends supporting this annexation.

LEGAL ADVICE:

Ordinance 2023-257 was drafted by the Town Attorney.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

Not Applicable.

RECOMMENDED ACTION: Staff Recommends approval of Ordinance 2022-257 upon first reading.

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2023-257 as presented on first reading.

For Denial

I move to deny Ordinance 2023-257 as presented on first reading.

Reviewed and Approved for Presentation,



Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-257

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 23165 COLORADO BOULEVARD, JOHNSTOWN, COLORADO 80534, CONSISTING OF APPROXIMATELY 1.22 ACRES

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

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

WHEREAS, the Town owns the real property situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23165 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000024, consisting of approximately 1.22 acres (“Property”); and

WHEREAS, the Property is not solely a public street or right-of-way; and

WHEREAS, on November 6, 2023, the Town Council conducted a public hearing on the proposed annexation of the Property; and

WHEREAS, based on the evidence contained in the official records of the Town and the evidence produced at the hearing, the Town Council desires to annex the Property.

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

Section 1. The annexation of certain unincorporated property situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23165 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000024, consisting of approximately 1.22 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. The annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2023.

Section 3. Within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

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

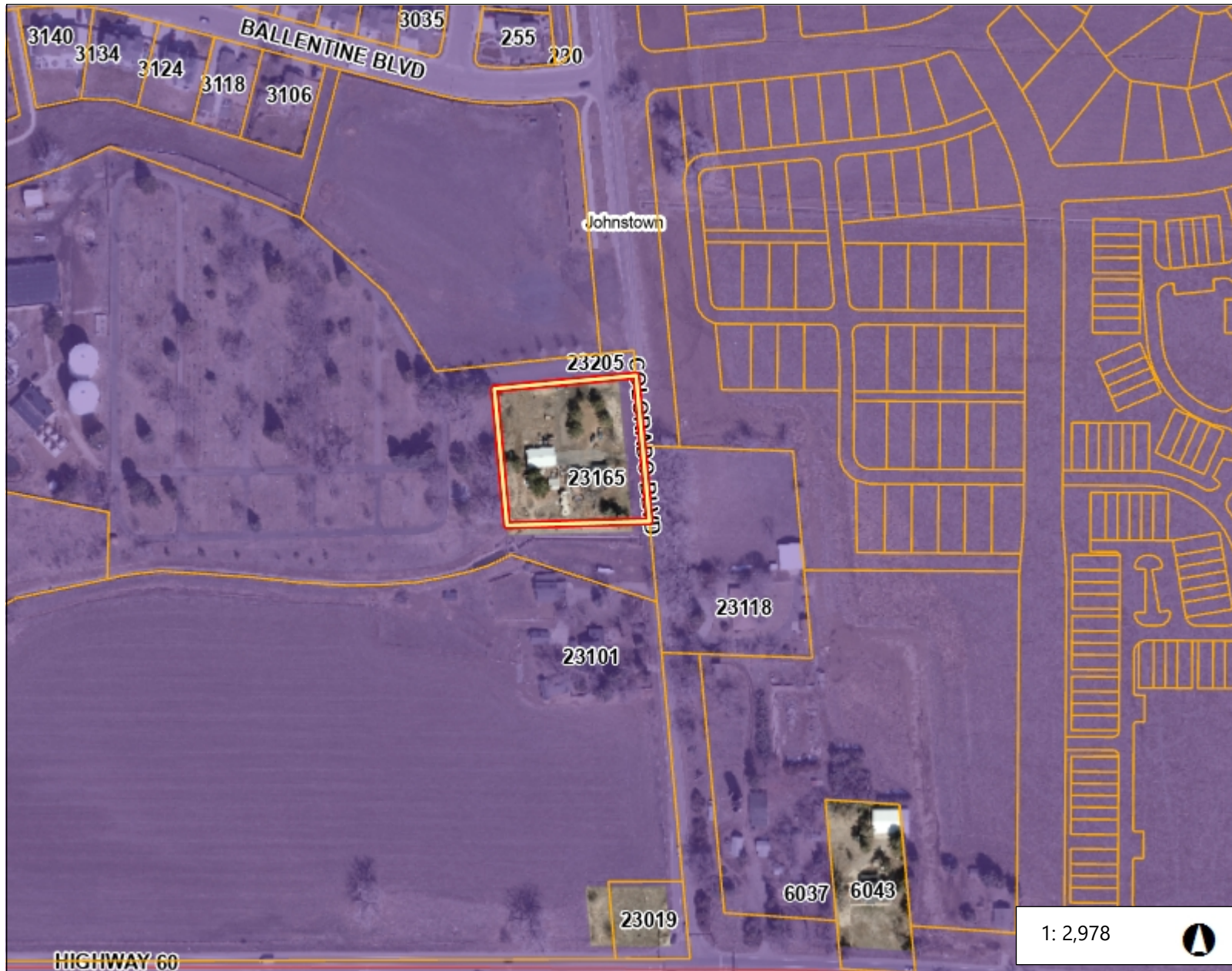
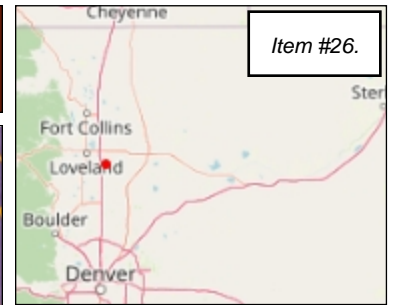
PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

- Parcels
- Highway
- County Boundary

1: 2,978



496.3 0 248.15 496.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Public Hearing First Reading Ordinance 2023-258

ACTION PROPOSED: Consider First Reading of Ordinance 2023-258 to Rezone the Property to R-1

ATTACHMENTS:

1. Ordinance 2023-258
2. Map – Exhibit A

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance 2023-258. This ordinance will approve and authorize a rezone of the property to R-1 in conjunction with the annexation. The applicant and the property owner are both the Town of Johnstown who recently acquired the property in September 2023. While full use of the property has not been determined, it is a strong possibility that this property may facilitate the expansion of the cemetery property at a time determined necessary in the future. The R-1 zoning would be compatible with the use of this property for a cemetery. We are currently assessing the condition and merits of keeping the various structures on the property since some are in mediocre condition while at the same time being cognizant of the need to present Town property in the best condition possible.

LEGAL ADVICE:

Ordinance 2023-258 was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Staff Recommends approval of Ordinance 2022-258 upon first reading.

The Community That Cares

johnstown.colorado.gov

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

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2023-258 as presented on first reading approving to rezone the property to R-1.

For Denial

I move to deny Ordinance 2023-258 as presented on first reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-258**

**APPROVAL OF R-1 ZONING OF THE PROPERTY LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH,
RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF
COLORADO, KNOWN BY STREET ADDRESS AS 23165 COLORADO
BOULEVARD, JOHNSTOWN, COLORADO 80534, CONSISTING OF
APPROXIMATELY 1.22 ACRES**

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

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

WHEREAS, the Town Council approved annexation of certain property situated in the situated in the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23165 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000024, consisting of approximately 1.22 acres, more particularly described on the attached Exhibit A (“Property”); and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

WHEREAS, on November 6, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence contained in the official records of the Town and the evidence produced at the hearing, finds that the requested zoning of the Property to R-1, Single-family Neighborhood, conforms to the Town’s Comprehensive Plan and is proper.

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

1. Zoning Approval. Zoning of the Property shall hereby be designated as R-1, Single-family Neighborhood.
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following:
 - (i) final passage as provided by the Charter or
 - (ii) the effective date of the annexation

of the Property. At such time, the Town Clerk is directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this ___ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

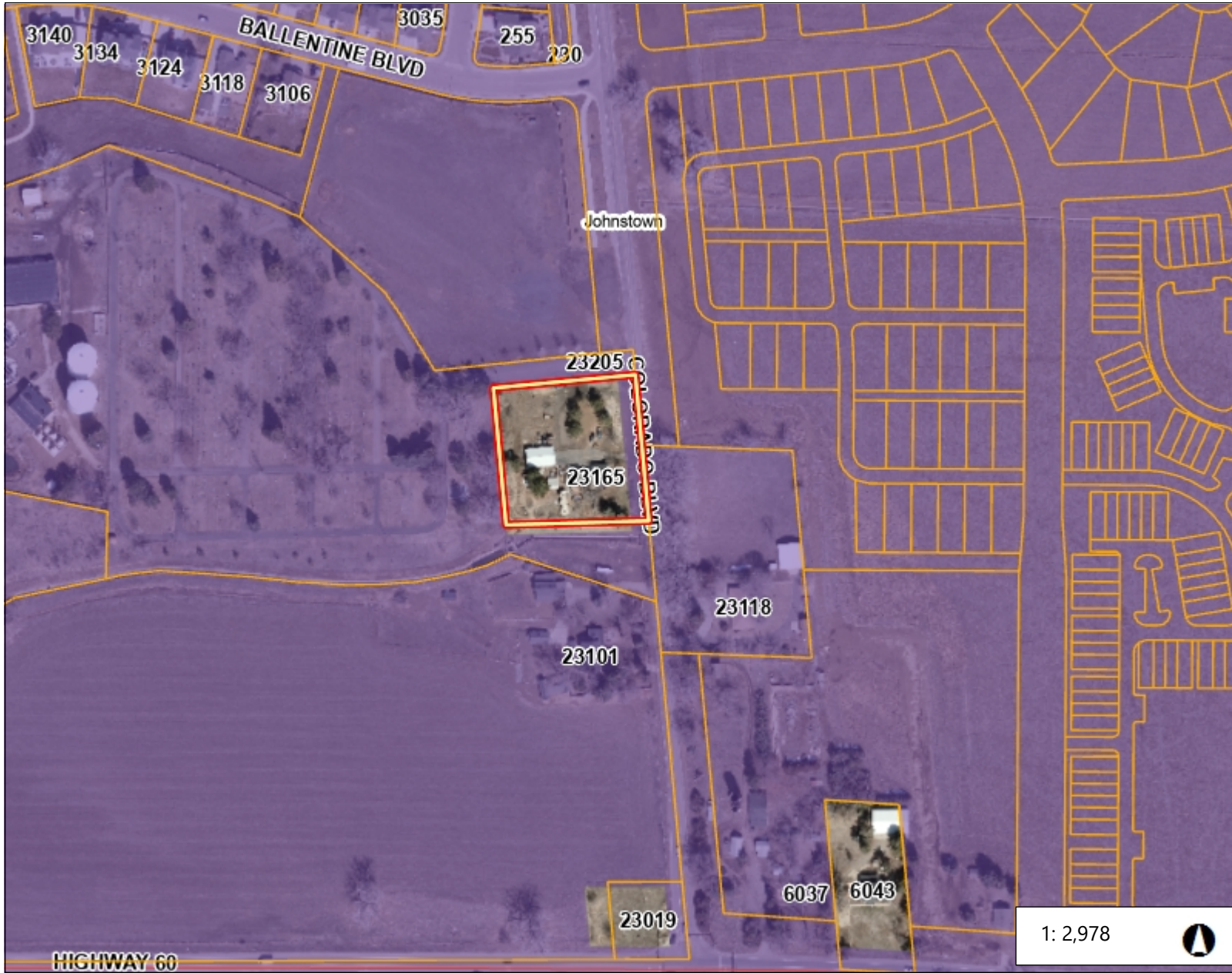
PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO




ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

-  Parcels
-  Highway
-  County Boundary

Notes

496.3 0 248.15 496.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Public Hearing First Reading Ordinance 2023-259

ACTION PROPOSED: Consider First Reading of Ordinance 2023-259 Annexing the Property

ATTACHMENTS: 1. Ordinance 2023-259

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance 2023-259. This ordinance will allow annexation of the Centennial Ridge, LLC property, recently purchased by the Town. The property consists of roughly 0.47 acres and is an enclave in the Town, completely surrounded by property within the Town limits of Johnstown. The annexation process is slightly different from a typical annexation as described below in the Colorado Municipal League guidance on municipally owned land.

Municipally-Owned Land

The statute expressly permits annexation of unincorporated land owned by the annexing municipality, by ordinance, without notice and hearing. The property still must have the required one-sixth contiguity under Colorado Revised Statute § 31-12-104 and meet the requirements of Colorado Revised Statute § 31-12-105 and section 30(1)(c) of Article II of the Colorado Constitution (Poundstone II). The annexing ordinance must state that the area proposed to be annexed is owned by the annexing municipality and is not solely a public street or right-of-way.

Due to the facts that the Town is the applicant and the property exists as an enclave surrounded by the incorporated limits of Johnstown, Staff recommends supporting this annexation.

LEGAL ADVICE:

Ordinance 2023-259 was drafted by the Town Attorney.

FINANCIAL ADVICE:

The Community That Cares

johnstown.colorado.gov

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

Not Applicable.

RECOMMENDED ACTION: Staff Recommends approval of Ordinance 2022-259 upon first reading.

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2023-259 as presented on first reading.

For Denial

I move to deny Ordinance 2023-259 as presented on first reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-259**

ANNEXING CERTAIN UNINCORPORATED LANDS LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET ADDRESS AS 23019 COLORADO BOULEVARD, JOHNSTOWN, COLORADO 80534, CONSISTING OF APPROXIMATELY .47 ACRES

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

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

WHEREAS, the Town owns the real property situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23019 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000008, consisting of approximately .47 acres (“Property”); and

WHEREAS, the Property is not solely a public street or right-of-way; and

WHEREAS, on November 6, 2023, the Town Council conducted a public hearing on the proposed annexation of the Property; and

WHEREAS, based on the evidence contained in the official records of the Town and the evidence produced at the hearing, the Town Council desires to annex the Property.

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

Section 1. The annexation of certain unincorporated property situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23019 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000008, consisting of approximately .47 acres, being more particularly described on Exhibit A, be and the same is hereby approved and said unincorporated area is hereby incorporated and made a part of the Town of Johnstown, Colorado.

Section 2. The annexation of such unincorporated area to the Town of Johnstown, Colorado shall be complete and effective on the effective date of this Ordinance, except for the purpose of

general property taxes, and shall be effective as to general property taxes on and after the first day of January, 2023.

Section 3. Within thirty (30) days of the effective date of this Ordinance, the Town Clerk be and is hereby authorized and directed to:

- A. File one copy of the annexation map with the original of the annexation ordinance in the office of the Town Clerk; and
- B. File three certified copies of the annexation ordinance and map of the area annexed containing a legal description of such area with the Weld County Clerk and Recorder.

Section 4. This Ordinance shall take effect as provided by State law.

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

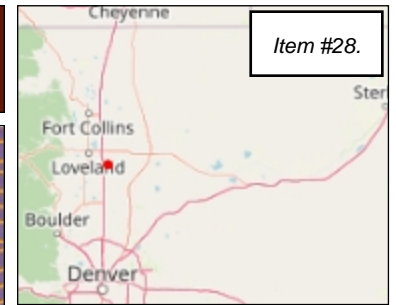
PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this ____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

- Parcels
- Highway
- County Boundary

1: 2,978



496.3 0 248.15 496.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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Notes



Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: November 6, 2023

SUBJECT: Public Hearing First Reading Ordinance 2023-260

ACTION PROPOSED: Consider First Reading of Ordinance 2023-2560 to Rezone the Property to R-1

ATTACHMENTS:

1. Ordinance 2023-260
2. Map - Exhibit A

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for review and consideration is Ordinance 2023-260. This ordinance will approve and authorize a rezone of the property to R-1 in conjunction with the annexation. The applicant and the property owner are both the Town of Johnstown who recently acquired the property in September 2023. The use of the property will predominantly be used for the expansion of the Highway 60 and Colorado Boulevard to its ultimate design when traffic and development conditions merit the ultimate build-out. The Town anticipates making interim improvements to the intersection in FY 2024 which are current in the design phase. There will be about 5,500 square feet remaining from this property after the full construction of this intersection. The purpose of this excess land has yet to be determined, but will likely not be used for development. Initial alternatives include possibly a site opportunity for the Town's Public Art Program. Until improvements are made, the Town will maintain this property.

LEGAL ADVICE:

Ordinance 2023-260 was drafted by the Town Attorney.

FINANCIAL ADVICE:

Not Applicable.

RECOMMENDED ACTION: Staff Recommends approval of Ordinance 2022-260 upon first reading.

The Community That Cares

johnstown.colorado.gov

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

SUGGESTED MOTIONS:

For Approval

I move to approve Ordinance 2023-260 as presented on first reading approving to rezone the property to R-1.

For Denial

I move to deny Ordinance 2023-260 as presented on first reading.

Reviewed and Approved for Presentation,



Town Manager

**TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2023-260**

**APPROVAL OF R-1 ZONING OF THE PROPERTY LOCATED IN THE
SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF
SECTION 1, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M.,
COUNTY OF WELD, STATE OF COLORADO, KNOWN BY STREET
ADDRESS AS 23019 COLORADO BOULEVARD, JOHNSTOWN,
COLORADO 80534, CONSISTING OF APPROXIMATELY .47 ACRES**

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

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

WHEREAS, the Town Council approved annexation of certain property situated in the situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado, 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, by street address as 23019 Colorado Boulevard, Johnstown, Colorado, 80534, and by Parcel No. 106101000008, consisting of approximately .47 acres, more particularly described on the attached Exhibit A (“Property”); and

WHEREAS, pursuant to state law, upon annexation, the Town Council must zone the Property within ninety (90) days; and

WHEREAS, on November 6, 2023, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence contained in the official records of the Town and the evidence produced at the hearing, finds that the requested zoning of the Property to R-1, Single-family Neighborhood, conforms to the Town’s Comprehensive Plan and is proper.

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

1. Zoning Approval. Zoning of the Property shall hereby be designated as R-1, Single-family Neighborhood.
2. Effective Date. This Ordinance, after its passage on final reading, shall be numbered, recorded, published and posted as required by the Home Rule Charter of the Town of Johnstown, Colorado (“Charter”) and the adoption, posting and publication shall be authenticated by the signature of the Mayor and the Town Clerk and by the Certificate of Publication. This Ordinance shall become effective upon the later of the following: (i) final passage as provided by the Charter or (ii) the effective date of the annexation of the Property. At such time, the Town Clerk is directed to file this Ordinance with

the real estate records of the Weld County Clerk and Recorder. Copies of the entire Ordinance are available at the office of the Town Clerk.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this __ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

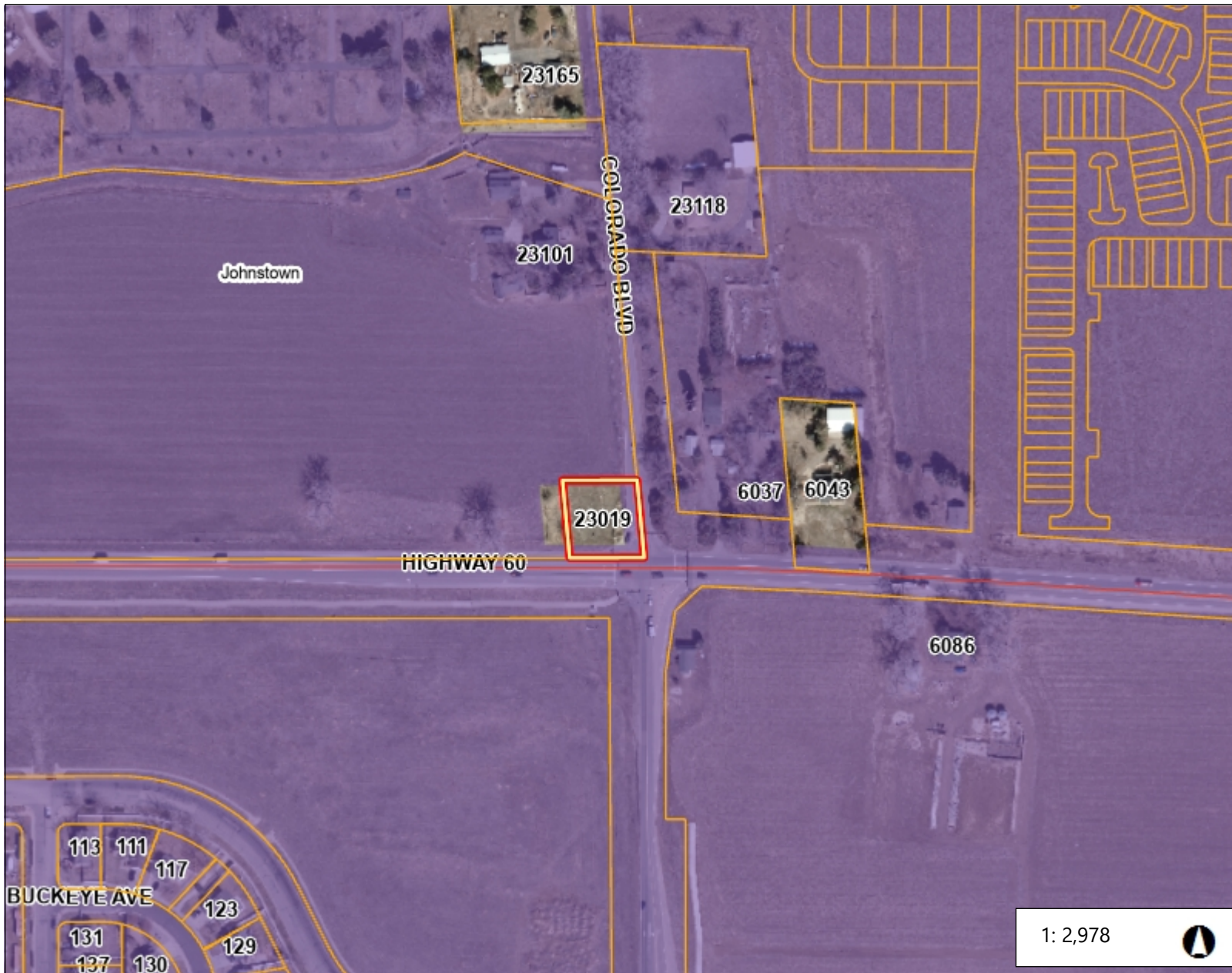
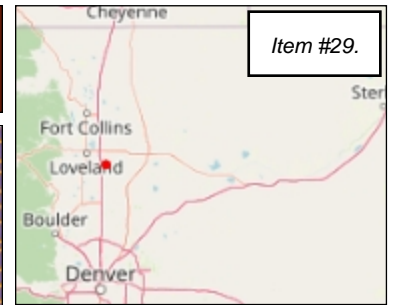
PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2023.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor



Legend

- Parcels
- Highway
- County Boundary

1: 2,978



496.3 0 248.15 496.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

September 19, 2023

Matt LeCerf
Town Of Johnstown
450 S. Parish Ave, P.O Box 609
Johnstown, CO 80534-0609

Dear Matt,

On behalf of the children, families, and individuals who will be impacted by your support of the YMCA of Northern Colorado, please accept my heartfelt thanks.

A bronze sponsorship payment of \$1,000.00 for the 2023 Y Splash Gala was received on 9/10/2023. You will receive a DR1317 tax form after the event when we have your tax deductible amount calculated.

With your help, the YMCA of Northern Colorado was able to raise \$443,105.00 which will provide financial assistance to thousands of children, teens, adults and seniors and allow access to life-changing Y programs. Because of your generosity and friendship, we can remain true to our promise that "no one is turned away because of inability to pay".

Again, thank you for your generous support of the Y. If you have questions or would like additional information, please contact me at 303-443-4474 ext 1301.

Sincerely,

Becky Fase
Vice President of Financial Development
Becky.Fase@ymcanoco.org | ymcanoco.org

The Y.™ For a better us.

*The YMCA of Northern Colorado is a 501(c)3 not-for-profit organization (Federal Tax ID 84-0459944)
No goods or services were received in exchange for this donation.*

JONES MEMORIAL LIBRARY CASH FLOW REPORT - AUG 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 163,872.97	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ 150.00	\$ 3,355.00	\$ 3,500.00		
	Interest	\$ 354.31	\$ 232,563.79	\$ 75,000.00		
	Misc Income	\$ 178.40	\$ 8,962.58	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 824,399.20	\$ 1,243,246.00		
	High Plains Library District	\$ 16,077.00	\$ 827,145.49	\$ 811,068.00		
INFLOWS TOTAL		\$ 120,546.14	\$ 1,896,426.06	\$ -		
TOTAL AVAILABLE FUNDS		\$ 284,419.11		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ 1,771.88	\$ 13,142.88	\$ 22,000.00		
	Books -237	\$ 3,608.32	\$ 23,618.18	\$ 50,000.00	1670	
	DVD/Audio - 25	\$ 660.00	\$ 3,923.76	\$ 15,000.00	142	
	Library of Things	\$ 58.39	\$ 1,587.30	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 3,541.56	\$ 40,000.00		
	MakerSpace	\$ 279.80	\$ 3,307.30	\$ 20,000.00		
	Gifts Given	\$ 50.27	\$ 1,160.19	\$ 2,500.00		
	<i>Investments</i>	\$ -	\$ 900,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 3,270.74	\$ 26,273.49	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 133.88	\$ 2,500.00		
	Milliken Location	\$ 653.79	\$ 5,908.55	\$ 20,000.00		
	Outreach	\$ 32.61	\$ 996.86	\$ 10,000.00		
	Professional Enrichment	\$ -	\$ 698.64	\$ 5,000.00		
	Programming	\$ 2,070.45	\$ 21,169.77	\$ 190,000.00		
	MakerSpace	\$ 269.50	\$ 3,995.47	\$ 10,000.00		
	Salaries/Benefits/Perks	\$ 762.36	\$ 234,538.89	\$ 605,000.00		
	Health Ins./Retirement	\$ -	\$ 34,007.73	\$ 72,000.00		
	Subscriptions, Periodicals	\$ 179.00	\$ 1,551.22	\$ 5,000.00		
	Supplies, Janitorial	\$ -	\$ 582.25	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 301.53	\$ 3,613.45	\$ 12,000.00		
	Telephone	\$ 523.55	\$ 4,403.01	\$ 10,000.00		
	Utilities	\$ 2,866.30	\$ 27,975.50	\$ 40,000.00		
	Capital Improvement	\$ -	\$ 105,947.01	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 17,358.49	\$ 1,424,576.89	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 267,060.62				

Item #30.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 2,085.01				Item #30.
	Programming	\$ 450.00				
	Library of Things	\$ 280.00				
ENDING PETTY CASH BALANCE		\$ 1,355.01				
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			
BEGINNING BALANCE		\$ 7,436,322.10				
	Dividend -5.4503%	\$ 34,497.80	\$ 230,853.27			
	<i>Contribution</i>	\$ -				
	<i>Withdrawal</i>	\$ -				
ENDING BALANCE		\$ 7,470,819.90				

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order 7:18 pm. Debi Sauer, Jenna Hall, Corina Strickland and Director Kristi Plumb were present. Sheryl Ballard and Chad Young were absent.

July 2023 minutes were corrected and approved. Ending balance was corrected from \$160,623.97 to \$160, 623.67.

Treasurer's Report: Beginning balance \$160,623.67
Inflow \$164,892.78
Outflow \$161,643.48
Ending balance \$163,872.97
Petty cash ending balance \$2085.01
Colorado Trust Ending balance \$7,436,322.10

Director's Report:

Artist-In-Residence Stephanie Baudhuin and her collection of flamingos

New hires: Gabe Thexton to work mainly in the Maker Space with the job title "Patron Experience Specialist"; Kylee Body will do Maker Space classes for young patrons and also work Saturday and evening shifts as an associate

Landscaping: Punch list was approved after Robbie Pike, Vice President of Construction, spoke with Kristi about providing solutions to problems and questions she had. He agreed to replace the controller stand and two dead trees, along with looking for solutions for the standing water near the amphitheater.

Summer Reading Program total registration 1,868 and 1,886 prizes were distributed

Workroom Remodel quote is \$76,960.46 for cabinets, counter, and installation
Need to consider contractor, dumpster, electrician, drywall and paint

Kristi wants to have a staff meeting during the morning of August 24 (possibly) and so the library will be closed during the morning. All staff day at HRLD is October 6. The library will close the entire day for all staff to attend.

Johnstown door count 7123
Milliken door count 581

Johnstown circulation 9629
Milliken circulation 390

Meeting adjourned 8:25; next meeting September 19 at 7:00

Weld County School District RE-5J
Cash in Lieu Statement (Unaudited)
Prepared: 09/30/2023



Beginning Cash Balance, July 1, 2022 **648,414.22**

Johnstown Cash in Lieu Revenue	656,574.00	
Milliken Cash in Lieu Revenue	3,530.00	
Cash Collected Prior Year Accts Rec	12,936.00	
Total Cash in Lieu Revenue		673,040.00

Cash in Lieu Expenditures -

Johnstown Interest	28,085.69	
Milliken Interest	1,154.21	
Total Interest		29,239.90

Ending Cash Balance, June 30, 2023 **1,350,694.12**

Cash in Lieu Expenditures Description	Amount
No expenditures from Cash in Lieu occurred in 2022-23	



Town of Johnstown

Building Permit Statistics SEPTEMBER 2023

Single Family Residential	Commercial
Current Month: 16 Issued ytd: 239	*New Building Issued ytd 9

Duplex	3-plex	4-plex	5-plex	6-plex	7-plex	Apartment Bldgs
13	1	9	7	3	1	3

Other Residential (basements/alterations/additions)	Other Commercial * (tenant finish/alterations/additions)
Issued ytd 459	Issued ytd 49

Fees collected at permit issuance	Residential YTD	Commercial YTD
Construction Valuation	(\$103,311,725)	(\$75,120,012)
Building permit fees	\$956,292	\$363,614
F&F or <u>F&F Credit</u>	\$0	\$0
Paving	\$0	\$0
Water Upgrade	\$0	\$0
Water & Sewer Reimbursement	\$0	\$0
Raw Water Development Fee	\$1,548,904	\$262,243
Water Meter	\$148,850	\$12,374
Water Tap	\$1,965,641	\$346,809
Sewer Tap	\$1,798,518	\$88,403
Regional Sewer Development fees	\$1,316,000	\$285,000
Sewer Inspection Fee	\$31,700	\$3,500
Park	\$156,500	\$4,000
Use Tax	\$1,736,302	\$839,386
Larimer Use Tax	\$124,797	\$50,291
Open Space Impact Fee	\$387,511	\$282,240
Library Impact Fee	\$372,692	\$271,404
Public Facilities Impact Fee	\$515,828	\$538,237
Police Facilities Impact Fee	\$234,721	\$270,573
Transportation Facilities Impact Fee	\$899,497	\$1,397,774
402 Interchange Fee	\$45,846	\$9,805
High Plains Blvd Reimbursement Fee	\$190,440	\$0
School District Fee	(\$105,698)	N/A
TOTAL FEES (YTD)	\$12,230,039	\$5,025,653

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Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 3-plex, 4-plex, 5-plex, 6-plex, 7-plex*						
Year	Issued	Month avg		Year	Issued	Month avg
1961 - 90	165	0.0		2016	132	11.00
1991	2	0.17		2017	140	11.67
1992	5	0.42		2018	126	10.50
1993	7	0.75		2019	87	7.25
1994	47	3.92		2020	108	9.75
1995	106	8.83		2021	184	15.33
1996	145	12.00		2022	446	37.16
1997	143	11.92		2023*	364	40.44
1998	175	14.58				
1999	145	12.08		TOTAL	6242	
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.

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Town of Johnstown

October 5, 2023

Suzette Mallette, Executive Director
North Front Range Metropolitan Planning Organization
419 Canyon Avenue, Ste 300
Fort Collins, CO 80521

Re: Support for the City of Greeley's **US34 Transit Operations** Project Call for Project Grant Application

Dear Ms. Mallette:

The purpose of this letter is to offer strong support for the City of Greeley's Department of Public Works grant application for NFRMPO's Call for Projects to provide operational support for transit services along US34 including fixed routes and stops within the Town of Johnstown's US34 corridor. It is our expectation that our financial support includes and is subject to a guarantee that transit stops will be included on the north side of the Town of Johnstown. Our commitment would be \$14,491 annually for at least FY26 and FY27.

The City of Greeley's efforts to improve and expand public transit along a major transportation corridor within Northern Colorado ensures long-term connectivity and access across several communities, all who are experiencing rapid growth and development. The Town of Johnstown is committed to serving as a partner agency throughout this project and support the efforts that the City of Greeley is taking to remove transportation barriers, ensure equitable access, reduce greenhouse gas emissions, and champion regionalism.

It is our hope that the NFRMPO and review committee will support our regional efforts in expanding public transit along US34 and in turn create catalytic impact to our region and communities. Should you have any questions or need further information please feel free to contact me at MLeCerf@johnstownco.gov.

Sincerely,


Matthew LeCerf
Town Manager

Cc: Mayor Troy Mellon & Town Councilmembers
Sarah Crosthwaite, Economic Development Manager


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COLORADO
MUNICIPAL
LEAGUE

303 831 6411 / 866 578 0936 

303 860 8175 

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1144 Sherman St., Denver, CO 80203 

AGENDA

*CML Policy Committee
Friday, October 13, 2023*

Held in Hybrid Format

9:00 a.m. *Welcome and Introductions*

(Matthew Benjamin, Councilmember, City of Boulder & CML Policy Committee Chair)

Review of agenda and procedural processes

(Heather Stauffer, Legislative Advocacy Manager)

Consideration of CML initiated legislation and amendments to CML policy statement

(Heather Stauffer, Legislative Advocacy Manager)

Consideration of Action Items

(CML Staff)

Other Business

11:00 a.m. *Adjournment*



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HOUSING CONVENING UPDATE

Colorado's Statewide Housing Discussion Continues

Follow-up from the September 18, 2023, meeting

Dear colleague:

On September 18, 2023, the Colorado Municipal League, along with Colorado Counties, Inc. (CCI), held a second convening at housing policy. The meeting was hosted by our partners at Denver Regional Council of Governments (DRCOG). [Stakeholder groups](#) present ranged from housing providers, the business community, state and local government partners, home builders, environmental groups, and community organizations. This second meeting emphasized regional collaboration and transit-oriented development (TOD) policy.

DOLA UPDATE ON HOUSING GRANT PROGRAMS

At the start of the meeting, a Department of Local Affairs representative updated on the [Innovative Housing Strategies Grant Program](#), created by House Bill 22-1271. The presentation included an overview of both the incentives grant program, which has \$37.7 to award to local governments, and the planning grant program, which has \$6.8 to award. The update also included spotlights on several communities who have seen success with the program and future opportunities for local governments.

REGIONAL COLLABORATION

One of the central themes that emerged from the meeting was the importance of regional collaboration and planning in addressing housing challenges effectively. Participants acknowledged that housing issues transcend the boundaries of individual local governments, who all have unique challenges and solutions. However, there are few examples of regional planning where a region's housing, transit, infrastructure, and water needs are considered. There are several areas that have active housing authorities, however those entities are focused on approving individual housing projects, as opposed to planning. DRCOG and some rural resort areas have begun housing needs planning efforts, but most planning is being done by individual local governments. This policy discussion revealed several key insights:

- Regional planning faces limitations when local governments cannot reach a consensus. This highlights the need for mechanisms to resolve disputes and facilitate cooperation.

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- Some stakeholders called for an expectation that each community contributes a specified number of housing units at different income levels to the region. This notion of shared responsibility aims to ensure that housing solutions address the needs of all segments of the population.
- A recurring theme emphasized the importance of housing strategies that cater to a diverse range of residents and prevent displacement, including seniors, part-time workers, and individuals often overlooked in housing planning.
- It became clear that a one-size-fits-all approach is insufficient. Communities should have the flexibility to adopt housing plans that align with their unique needs and circumstances.
- Resistance to higher-density housing in some communities was noted along with challenges to increasing density in the built environment, raising questions about how to balance density with other factors in housing planning.
- Stakeholders underscored the need for housing plans that align with regional workforce needs, recognizing that a thriving workforce requires diverse housing options.

A key element of planning for housing includes conducting housing needs assessments. Some stakeholders in the rooms opined that state-level needs assessment might not be the most effective approach to strategically plan for housing. Rather, regional or local needs assessments might be able better illuminate gaps in a different communities' needs, which stresses the importance of flexibility and community involvement in devising housing strategies. This desire for more localized assessments was countered with the state's need for comprehensive data to inform housing policy decisions. From the state's perspective, accurate data is essential to understanding and addressing the housing challenges effectively.

The discussion also included insights from the state demographer who highlighted the need for housing solutions that can withstand economic fluctuations. Recent trends, such as an increase in building permits, were noted, indicating the dynamic nature of the housing market.

Home builders and representatives from the business community raised concerns about the challenges related to inspection and permit deadlines. They also introduced the notion that greenfield development might be more affordable initially due to lower infrastructure costs, sparking debate about the long-term economic implications.

TRANSIT-ORIENTED DEVELOPMENT

The second policy discussion focused on transit-oriented development, and various challenges housing providers, developers, and local governments come up against when planning for high density development in transit areas. Stakeholders discussed the state's role in funding TOD projects, emphasizing the need for both density and affordability in TOD planning. Avoiding displacement near transit hubs was also highlighted as a critical concern. The discussion uncovered various barriers to TOD projects, including regulatory requirements, lengthy processes, and legal challenges to decisions. The cost of capital and repeated reviews also presented significant hurdles for home builders.

Several groups raised concerns about securing federal funding for transit projects and noted the limited funding for transit operations. The importance of Bus Rapid Transit (BRT) in TOD was emphasized due to limitations in development near light rail lines.

Stakeholders called for better coordination between housing needs and transit funding. Challenges related to limited support and coordination from the Colorado Department of Transportation (CDOT) were highlighted. Local governments were encouraged to consider housing policies even in the absence of specific development projects. The discussion also acknowledged the need to consider businesses in addition to residents when addressing displacement, recognizing that both are important parts of the community.

CONCLUSION

This second meeting highlighted several key themes, including the need for regional collaboration, equitable housing distribution, community-driven solutions, comprehensive data collection, and addressing barriers to TOD. These themes underscore the complexity of the issues at hand and highlight the importance of continued dialogue and collaborative efforts in shaping effective policies that will create more affordable housing.

Both CML and CCI are committed to these collaborative efforts and will be conferring internally with our members about specific policies and strategies. Please continue to look for more communication from CML once we have policy proposals to share.

We look forward to the ongoing discussion.



Kevin Bommer
CML Executive Director

ATTACHMENTS:

- [Stakeholder groups](#) that CML and CCI have included in these discussion
- DOLA [Innovative Housing Strategies Grant Program](#) Slides



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On August 14, 2023, CML and CCI jointly hosted a meeting with multiple stakeholders with the goal of creating a space to discuss housing and help inform potential legislation. Attendees from each participating organization had an opportunity to share their perspectives about future housing policy to identify common ground, shared goals, and potential collaborative strategies. The group also had an opportunity to discuss strategies for construction litigation reform efforts.

Our meeting Monday was an excellent step moving from the common recognition that Colorado has a housing crisis toward identifying common goals that will lead, hopefully, to a range of actions that can receive broad support. Below CML staff has attempted to organize notes to provide a meaningful framework for future discussion.

- As a starting point, Monday's discussion identified several challenges and goals from which future discussions can grow, including:
 - The need to enhance regional efforts, including planning, and infrastructure. Regional collaboration efforts should also continue to recognize different needs and existing structures within each area.
 - An increased desire to ensure sound comprehensive planning, which should include more cohesive transportation and land use planning;
 - Affordable and attainable housing needs to increase, while also improving middle housing options. However, how affordability is defined and strategies to create *affordable* housing is a point where there is little agreement among the diverse group of stakeholders.
 - Impacts of new development should be mitigated while avoiding displacement of communities;
 - A recognition that development has to pay its way and there should be adequate resource allocation, which includes development costs, regulatory costs, and infrastructure and service costs;
 - Local and regional differences in place, needs, and capacities should be recognized, while providing for equitable distribution of housing;
 - An increased predictability in development processes, including streamlined permitting processes, decreasing repetitive and potentially unnecessary public hearings, and limiting unique and potentially onerous requirements and standards for developers; and
 - A desire to reduce environmental impacts of development while acknowledging that increasing statewide regulatory requirements for energy code development, green building standards, and statewide wildfire codes will ultimately have an impact on affordability.
- Immediate future conversations should continue to focus on confirming shared views of challenges and goals at this high level and then begin identifying strategies to mitigate the

challenges and achieve the shared goals. This will allow the group to identify additional common ground and bring a wide range of ideas to the table for consideration.

- There were a wide range of strategies discussed, including:
 - Stronger federal advocacy for federal housing funding;
 - Aligning state investments, particularly around transit;
 - Assisting with measures to maintain affordability;
 - Optimizing existing and future funding through ARPA and Prop 123;
 - protecting local cost recovery;
 - Advancing construction litigation reform;
 - Thoughtful structural changes to alleviate pressure from community; and
 - Streamlining environmental impact analysis for certain projects.

- Later meetings should be focused on identifying the most effective and equitable mechanisms to implement strategies and solutions. Given the range of issues and interests, there are opportunities to implement solutions immediately through collaborative efforts as well as longer-term legislative, regulatory, and advocacy actions.

This is a high-level summary of the meeting, and we encourage you to reach out with any additional thoughts and takeaways from the meeting that may be omitted above.

Below is a table of organizations and representatives that were invited to the meeting. If you see any omissions on this list, please notify CML staff.

Stakeholder List for August 14, 2023 Meeting

Organization	Main Contact
CCI	Reagan Shane
CCI	Steve O'Doriso
CCI	Eric Bergman
Special Districts Association	Ann Terry
CCAT	Thomas Davidson
Colorado Association of Ski Towns	Margaret Bowes
CC4CA	Jacob Smith
Metro Mayors Caucus	Heidi Williams

DRCOG	Doug Rex
AGNC	Tiffany Dickenson; Richard Orf will be attending
Pikes Peak Regional Council of Governments	Andrew Gunning
NWCCOG	John Stavney
Action 22	Sara Blackhurst
Colorado Chamber	Loren Furman
Colorado Chamber	Meghan Dollar
Denver Metro Chamber	JJ Ament
Denver Metro Chamber	Adam Burg
Colorado Association of Home Builders	Ted Leighty
Colorado Association of Realtors	Brian Tanner
Brownstein	Carolynne White
Gary Community Ventures	Luke Teater
Colorado Springs Chamber & Economic Development	David Dazlich
C3	Rachel Beck
Rocky Mountain Mechanical Contractors	Monica Colbert Burton
Vail Valley Partnership	Chris Romer
Gorman & CO	Kimball Crangle
Colorado Concern	Annelise Steel
Denver Water	Andrew Hill
Metro Water Recovery	Erin Bartoli

NW Colorado Council of Governments Water Quality/Quantity	Claire Carroll
Eagle River Water & Sanitation/Upper Eagle Regional Water Authority	Kristin Moseley
Aurora Water	Kathleen Kitzmann/ Steve Holdren
Water Congress	Doug Kemper/ Dianna Orf
Ute water Conservancy District	Katheen Curry
River District	Zane Kessler
Stormwater Council	Alan Searcy
Conservation Colorado	Jenny Gaeng
SWEEP	Matt Frommer
Western Resource Advocates	Linsay Roders
Enterprise Community Partners	Kinsey Hasstedt
Colorado Coalition for the Homeless	Cathy Alderman
Habitat for Humanity	Karen Kallenberg
CHFA	Jerrilynn Francis
Healthier Colorado	Christina Walker
Maiker Housing Partners	Peter LiFari
Community Economic Defense Project	Melissa Mejia
Housing Colorado	Brian Rossbert
Housing Colorado	Ally Upton
Colorado Housing Affordability Project	Brian Connolly
Community Builders	Clark Anderson

Neighborhood Development Collaborative	Jonathan Cappelli
Yampa Valley Housing Authority	Jason Peasley
Valley Housing Fund - Gunnison Valley Affordable Housing Catalyst	Scott Desmarais
Gov	Eleni Angelides
CEO	Kelly Blynn
DOLA	KC McPherson
DOLA/DOH	Andy Hill
COLA/Demography	Elizabeth Garner
CDOT	Nate Lindquist
American Planning Association	Joni Marsh (CML planning section chair)
American Planning Association	Susan Wood
American Council of Engineering Companies	Heidi Gordon
American Council of Engineering Companies	Holly Buck
Homeownership Alliance	Jen Penn
Homeownership Alliance	Michael Gifford

Member Proposals

Request for CML Initiated Legislation – CML Staff

Housing: CML-Initiated Land Use Legislation

Since the defeat of SB23-213, CML and CCI have been working with a wide range of stakeholders to inform a legislative solution to create more affordable housing that focuses on partnership, not preemption. Please see the two attached memos with detailed summaries of two convenings that CML hosted, along with our partners at CCI. You can also find a list of stakeholders that were invited to participate in these conversations, including the governor’s office staff. Senators Barbara Kirkmeyer and Rachel Zenzinger plan to introduce legislation with significant drafting assistance from CML that aligns with CML’s goals and perspectives. CML staff is seeking authorization to work on this legislation as CML-initiated legislation. **Staff recommendation: Approve CML-initiated legislation.** *Lobbyists: Heather Stauffer; Meghan MacKillop*

Action Items

Substance Abuse/Criminal Justice: Opioid Harm Reduction and Immunity for Use of Opioid Antagonist

The Opioid and Other Substance Use Disorders Study Committee is considering a harm reduction interim bill. Among other harm reduction strategies, the bill states a law enforcement agency, a first responder, a school district, a school, and an employee or agent of a school have civil and criminal immunity when they act in good faith to furnish or administer an opiate antagonist, including an expired opiate antagonist, to an individual they believe to be suffering an opiate-related drug overdose. The bill also creates an exemption to the prohibition on possessing drug paraphernalia for possession of drug paraphernalia that a person received from an approved syringe exchange program, or a program carried out by a harm reduction organization, while participating in such a program. **Staff recommendation: Support if amended.** *Lobbyist: Meghan MacKillop*

Policy Statement: *The League supports limitations on the liability of municipalities and their officers and employees.*

Substance Abuse/Land Use: Recovery from Substance Abuse Disorders

The Opioid and Other Substance Use Disorders Study Committee is considering a bill regarding recovery from substance abuse disorders. Among other provisions, the bill declares that recovery residences, sober living facilities, and sober homes are a residential use of land for zoning purposes. This provision is similar to statutory provisions that establish a statewide concern for group homes, also known as community residential homes. This provision is limited to a state-licensed group home with eight or fewer residents. Initially, CML staff would seek to eliminate this provision from the bill. Alternatively, CML staff would seek amendments to this provision to include the same restrictions placed on group homes, including the requirement that the recovery facility is state-licensed and limited to eight or fewer residents. **Staff recommendation: Oppose, unless amended.** *Lobbyist: Meghan MacKillop*

Policy Statement: *The League opposes delegation of municipal land use authority to state agencies or preemption of municipal land use controls.*

Housing: Construction Defect Litigation Reform

The Home Builders Association is moving forward with construction litigation reform legislation in the 2024 legislative session, and in doing so they are considering two options. Each option would be drafted as an individual bill. The first option would create a statewide warranty standard for builders. Builders who meet this standard would be protected from claims and lawsuits related to construction defects. Several municipalities have adopted their own warranty standards, and this bill would eliminate the need for local building departments to have separate standards. A statewide standard would create more consistency for builders and would help reduce costs. The second option is a hybrid approach that would address two major issues for builders, specifically delegable duties for design and trade professionals and a right to remedy with a release of liability. Delegable duties assign responsibility for repairing alleged defects to the party responsible for the workmanship. Builders can be found negligent if they deviate from design plans prepared by licensed design professionals. The right to remedy allows the responsible party to resolve issues without resorting to litigation. Combining these concepts aims to reduce litigation, lower insurance costs, and expedite defect claim resolutions. It also helps mitigate disputes between builders, subcontractors, and design professionals. Staff would recommend that CML support either approach to reduce costs of building and increase the development of multi-family housing for ownership. **Staff recommendation: Support.** *Lobbyist: Meghan MacKillop*

Policy Statement: *The League supports an adequate supply of diverse housing options, regardless of income level, and continued public–and private– sector support for such an effort.*

Taxes: Data for Simplified Sales and Use Tax Collection

This bill initiated by Simplify Colorado and being considered through the Sales and Use Tax Simplification Task Force establishes that any vendor or retailer that relies on the information in the GIS database to determine the local taxing jurisdictions to which tax is owed and the amount of such tax is held harmless in an audit by any local taxing jurisdiction, including home rule municipalities, for any tax, charge, or fee liability that would otherwise be due solely as a result of an error or omission in the GIS database. CML would seek amendments to provide additional safeguards for municipalities. **Staff recommendation: Oppose unless amended** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports cooperative efforts among municipalities to standardize municipal sales and use tax practices and utilization of technology for the convenience of taxpayers, the business community, and municipalities.*

Taxes: Local Filing Participation

This bill being considered through the Sales and Use Tax Simplification Task Force will raise the dollar threshold for filing frequency to either monthly, quarterly, or annually through SUTS. It may also impose a uniform filing threshold for all local jurisdictions, including self-collecting home-rule municipalities. The bill may also consider establishing filing thresholds for lodging taxes, which would apply to all local jurisdictions. Finally, the bill draft may include a requirement for the remaining self-collecting home rules not on SUTS to join by a date certain. **Staff recommendation: Staff discretion to oppose.** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports retention of authority for all municipalities to set local tax rates and for home rule municipalities to collect their own taxes and determine their own tax bases.*

Taxes: Improve Availability of Information

This bill from Simplify and Expedia, being considered through the Sales and Use Tax Simplification Task Force, would require local governments to report information about sales and use taxes on building and construction materials, as well as lodging tax rates to the Department of Revenue for inclusion in the DR1002, TTR, or similar system. The bill also amends the scope of the sales and use tax simplification task force to include simplification of local lodging tax and specifically directs the task force to consider establishing a lodging tax collection system during the 2024 interim. **Staff recommendation: Oppose unless amended.** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports cooperative efforts among municipalities to standardize municipal sales and use tax practices and utilization of technology for the convenience of taxpayers, the business community, and municipalities.*

Taxes: Uniform Definition and Report for Local Lodging Tax

This bill being considered through the Sales and Use Tax Simplification Task Force, would establish a statewide standard definition for short-term rental that applies to all local governments including self-collecting home rule municipalities. CML has requested that this be done through a resolution like past standard definition projects, rather than as a mandate. This bill would also limit the information that local governments could ask for from an accommodation intermediary like Expedia as part of their tax returns to only the type of information asked for from other marketplace facilitators. This might limit the ability of a local government to require information such as tourism data, information for STR enforcement, etc. Local governments may be able to enter into separate agreements to try to obtain this information, but it is unclear how this would work. **Staff recommendation: Oppose unless amended.** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports cooperative efforts among municipalities to standardize municipal sales and use tax practices and utilization of technology for the convenience of taxpayers, the business community, and municipalities.*

Taxes: Simplify/Update Local Tax Collection

This proposal from the Department of Revenue, being proposed through the Sales and Use Tax Simplification Task Force, would harmonize existing local government statutes and create a new, uniform local sales and use tax collection statute addressing: the timing of new tax and tax change effective dates, uniform vendor fees, distribution requirements, information sharing, cost recovery, procedures for local sales tax paid erroneously to the state, limiting relief from penalties and interest for retailers who pay sales tax to the wrong local jurisdiction, and a hold harmless provision for use of the GIS system. Concerning among the list of ideas from the Department is cost recovery mechanisms for DOR in which the department would charge local governments a percentage of the cost of collection based on the number of collections/ tax filings in each respective taxing jurisdiction. The hold harmless provision may raise some of the same issues identified in the bill on Data for Simplified Sales and Use Tax Collection. **Staff recommendation: Staff discretion to oppose unless amended.** *Lobbyist: Heather Stauffer*

Policy Statement: *CML supports programs that allow businesses to remit state and local sales taxes to a single point while preserving home rule authority over tax rates, base, and audit authority.*

Transportation: Railroad Safety Requirements

Recommended by the Transportation Legislation Review Committee (TLRC), this bill would introduce several safety requirements for railroads operating in the state. These requirements include limiting train length to 8,500 feet, monitoring trains for defects using wayside detector systems, and preventing trains from obstructing public crossings for more than 10 minutes. It also allows crew members to report safety violations and grants designated union representatives access to investigate such reports. Under the bill, the Public Utilities Commission (PUC) would be able to impose fines for safety violations and denial of access to union representatives, with guidelines to be developed by the PUC. Additionally, the bill establishes the Front Range Passenger Rail District Maintenance and Safety Fund, which consists of fines collected by the PUC. The fund will be used for safety planning, development, and maintenance of the state's passenger rail system. The bill also requires railroads to provide training to fire departments along their tracks, and, for those transporting hazardous materials, to maintain adequate insurance coverage, with minimum coverage amounts determined by the PUC.

Staff recommendation: Support. *Lobbyist: Meghan MacKillop.*

Policy Statement: *Supports increased dialogue and cooperation among federal, state and local officials and the development of cooperative intergovernmental solutions to common problems.*

Transportation: Vulnerable Road User Enterprise

Recommended by the Transportation Legislation Review Committee (TLRC), this bill would create the Vulnerable Road User Protection Enterprise in the Department of Transportation (CDOT). Beginning in 2025, the enterprise will implement a Vulnerable Road User Protection Fee in the state's 12 most populous counties. The fee would be imposed in tiered amounts based on weight for passenger cars and light trucks. The fee will fund transportation system infrastructure improvements that seek to prevent vehicular collisions with vulnerable road users, such as pedestrians or bicyclists. Beginning July 1, 2025, the enterprise would be authorized to provide grants for eligible projects within the following parameters:

- The enterprise must seek to award grants to each county in amounts that are reasonably proportional to the amount of fee revenue collected from each county.
- Grants must be at least \$250,000 and no more than \$2.5 million.
- The enterprise cannot require a recipient of a grant that is less than \$1 million to provide matching money for the grant.
- For grants that are at least \$1 million, the enterprise must require the grant recipient to provide matching money of 20 percent of the grant amount.

- Grants may be used as matching money for federal funds or in combination with other state sources of transportation infrastructure funding, in accordance with all applicable requirements.

Eligible entities for grant funding include municipalities, counties, and the department. There are 5 members appointed to the enterprise board, but there is no representative for local governments. CML would seek amendments to include local government representation on the board to balance the strong representation of the department. Additionally, CML staff would seek clarification that the department does not receive most of the grant funding and that local governments with need are prioritized. **Staff recommendation: Support, with amendments.** *Lobbyist: Meghan MacKillop*

Policy Statement: *The League supports increased funds to finance pressing surface transportation needs as long as an equitable portion of new revenues is returned to cities and towns, and the League supports close cooperation among Colorado Department of Transportation, counties, municipalities and interested stakeholders in improving Colorado's multi-modal transportation system*

Transportation: Programs to Reduce Ozone by Increased Transit Use

The bill creates a new grant program for youth transit in the Department of Transportation (CDOT) and relocates and extends the Ozone Season Transit Grant Program from the Colorado Energy Office (CEO) to CDOT. The new Youth Fare Free Transit Grant Program in CDOT provides grants to transit agencies for year-round, fare-free transit services to riders 19 years of age or younger. The bill specifies the maximum amount of grant funding a recipient may receive each year, how any grant awards must be spent, and annual reporting requirements. \$7 million is appropriated annually for each grant program. The bill was also amended to include the establishment of an exploratory committee to consider the feasibility of creating a statewide transit pass. **Staff recommendation: Support.** *Lobbyist: Meghan Mackillop*

Policy Statement: *The League supports close cooperation among Colorado Department of Transportation, counties, municipalities and interested stakeholders in improving Colorado's multi-modal transportation system.*

Substance Abuse: Harm Reduction Centers

During the 2023 legislative session, the General Assembly considered a bill that would grant local control to municipalities to permit overdose prevention centers to reduce the likelihood that persons suffering from substance abuse disorders overdose in public areas such as parks, libraries, and in and around local businesses. The bill was postponed

indefinitely in the Senate Health and Human Services Committee. A new version of the bill is being considered by the Opioid and Other Substance Use Disorders Study Committee. This bill would allow a municipality to authorize and approve a pilot program that would establish a harm reduction center, which would have to meet minimum standards adopted by rules of the Colorado Department of Public Health and Environment (CDPHE). The pilot program and the operation of harm reduction centers are scheduled to end by January 1, 2028, unless further authorized by the general assembly. The bill would also create a harm reduction center advisory committee to make recommendations to the executive director of CDPHE regarding minimum standards for their operation.

Staff recommendation: Support. *Lobbyist: Meghan MacKillop*

Policy Statement: *The League supports state enabling legislation that provides municipalities with authority and flexibility to address local needs.*

Information items

Air Quality: Lawn and Garden Equipment Regulation

The Air Quality Control Commission (AQCC) has scheduled a rulemaking regarding lawn and garden equipment regulations to take place December 12th through 15th. There are two competing proposals, one by the Air Pollution Control Division (APCD) and the Regional Air Quality Council (RAQC). APCD's proposal would establish a new regulation establishing in-use restrictions on lawn and garden equipment for local governments. This would apply to push and hand-held lawn and garden equipment used from June 1 to August 31, for local government agencies beginning in 2026. This regulation would not apply in jurisdictions where the equipment is used for abating or preventing damage during an emergency or fire mitigation activities. The RAQC proposal would similarly apply to local governments but beginning in 2025. IT would also prohibit the sale of gas-powered push and hand-held equipment in the state's nonattainment area. Staff has met with APCD staff, and it is staff's understanding that their proposal will be the one that moves forward to the AQCC. To understand how this regulation will impact municipal budgets, staff is collecting information from members. CML will submit written comments to the AQCC.

Beer & Liquor: LAG final report

The state Liquor Advisory Group (LAG) will be completing its scheduled meetings and considering a final report before the end of the year. The LAG is a broad stakeholder group representing various parts of the industry and was convened via a Governor's Executive Order. The LAG has considered several policy recommendations. As stated by the group guidelines, all proposals that have been considered by the LAG will be included

in a final report, but only the recommendations that received unanimous approval will be considered “official” recommendations. All policies without unanimous approval will be included in the report with the vote count of LAG members. CML anticipates that there will be several issues impacting local licensing included in the report, including a new catering license, changes to the marketing allowances for the existing arts license, removal of statutory licensing fee caps, and more. The official report will be published and shared with General Assembly members to inform potential 2024 legislation.

Economic Development: County Revitalization Authority

There will be another attempt in the 2024 session to create a mechanism for counties to form revitalization authorities that could use tax increment financing to fund improvements in unincorporated areas, like urban renewal authorities. The proposed legislation aims to grant counties the legal authority to allocate property tax revenue to specific unincorporated areas with long-term financial commitments to capitalize infrastructure and other improvements necessary for development that provides desired public benefits. Special districts and school districts would not be obligated to participate but would have the option to join projects under this new authority, which is a departure from the statutory requirements for URAs. The bill does not require a finding of blight as a precondition, but rather a finding that development of the “county revitalization area” would provide a public benefit. As proposed, the formation of a county revitalization area does not include municipalities in the approval process beyond an opportunity to provide input. The county would have to determine that there would be no undue impact on municipal services. Annexation of the territory would be prohibited unless the municipality satisfies any outstanding debt. CML is currently providing feedback to the proponents of the bill, which will include recommendations to align county revitalization requirements more closely with those of URAs and to provide specific limitations to protect municipal services and infrastructure, to address the annexation issues, and to avoid conflicts with municipal growth plans.

Water: Prohibition on Certain Landscaping Practices

After January 1, 2025, the bill prohibits local governments and HOAs from allowing the installation, planting, or placement of nonfunctional turf, artificial turf, or an invasive plant species on any commercial, institutional, or industrial property. While the bill declares that preventing the installation of nonfunctional turf is a matter of statewide concern, the current bill draft applies only to local governments and HOAs and leaves out state owned and operated properties. Non- functional turf is defined as turf that is solely ornamental and located in areas such as street, sidewalk, driveway, parking lot, frontage areas, or median that is not regularly used for civic community, or recreational purposes. It does not include turf used in parks, sports fields, or playgrounds. The bill does allow the

maintenance of turf planted prior to January 1, 2025 but prohibits new installation. This bill is being proposed at the Interim Water Resources and Agriculture Review Committee. The committee will vote on whether to move the draft forward at the October 31st interim committee meeting.

FRONT RANGE FIRE RESCUE

2023 MID-YEAR REPORT



COURAGE COMPASSION PROFESSIONALISM

FRONT RANGE FIRE RESCUE

Item #30.



From the Desk of Fire Chief Michael West

Good Day!

As the leaves start to fall, we are pleased to share this mid-year update with all of you. The fall always signifies a change to me, and that feeling is not only in the weather for our team at Front Range Fire Rescue. It is also in our organization.

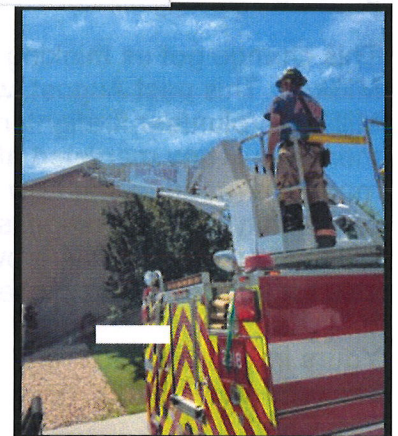
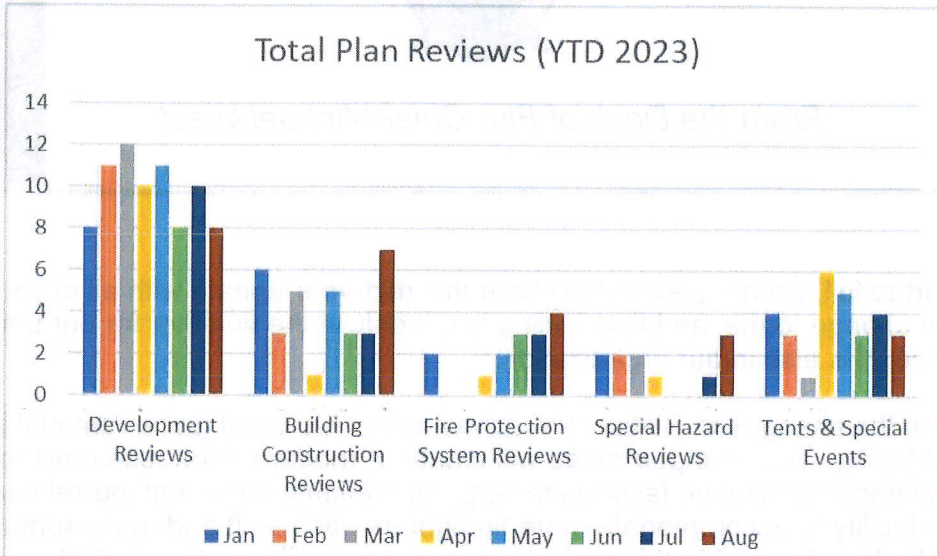
Work continues on the changes to Station 1 in Johnstown. This is not just a remodel but a rebuilding of our busiest facility. The changes inside will create a “modern” firehouse environment. That includes the latest decontamination facilities to help our firefighters prevent job-related cancer. It also changes the facility to accommodate more firefighters each shift and more support staff for our growing district. We look forward to this project’s completion in the winter of 2024.

This change got us thinking about other recent changes. Specifically, the remodel of Station 2 in Milliken. This past August, we took the opportunity to re-dedicate this facility in honor of the past Milliken Volunteer firefighters. The event was well attended and included several past fire chiefs and members. They marveled at the changes. It was humbling to hear their stories of the past, and it made me proud to see how much they appreciated our gratitude for what they had done for our community. While change is sometimes a trial, I want to assure you that FRFR is tenacious in our will to stay ahead of the growth in our community. We need to be ready not only for today’s fire but also for tomorrow’s new challenges.

Yours in service,
Michael West
Fire Chief



PLANNING & DEVELOPMENT



	#	SQUARE FEET	Hours
EXISTING CONSTRUCTION INSPECTIONS			
Annual Inspections	53	2,181,713	162
HazMat Inspections	25	1,704,762	80
Engine Company PrePlans	42	284,049	50
Service Calls	8	627,147	10
Complaints	4	69,444	12
FIRE PROTECTION SYSTEM INSPECTIONS			
Fire Alarm - Rough	15	1,378,780	40
Fire Alarm - Final	10	1,598,600	30
Underground Fire Line	23		51
Fire Sprinkler - Rough	26	2,787,190	44
Fire Sprinkler - Final	2	460,000	6
Kitchen Hood System	3		12
New Building Construction	12	684,774	36
HAZARDOUS MATERIALS/OPERATIONS INSPECTIONS			
Fireworks Display Permits	2		10
Fireworks Retail Sales	2		4
New Fuel Systems	8		40

RESPONSE & STATISTICS

Call Volume by Zone			
	Current 12 months	Previous 12 months	% change
Zone 1 - West of CR 19	1138	1117	2%
Zone 2 - CR 19 to Two Rivers	691	614	13%
Zone 3 - East of Two Rivers	234	289	-19%
Zone 4 - Windsor/EMS calls	246	135	82%
Zone 5 - EMS transfers	32	218	-85%
Zone 6 - Auto/Mutual Aid calls	229	341	-33%
Zone 7 - UCH EMS Mutual Aid	3	47	-94%

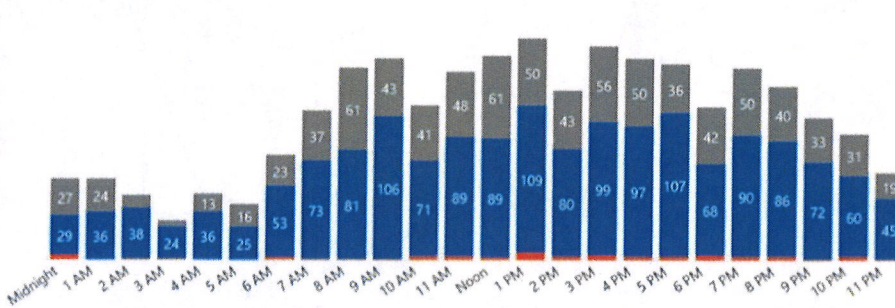
INCIDENTS: DAYS & TIMES

Front Range Fire Rescue | Last Refresh: 9/10/2023 8:00 PM

2,573 Incidents Filtered 0 Not Reviewed 1,717 Incidents YTD 1,927 Prior YTD -210 Δ over PYTD -11% % over PYTD

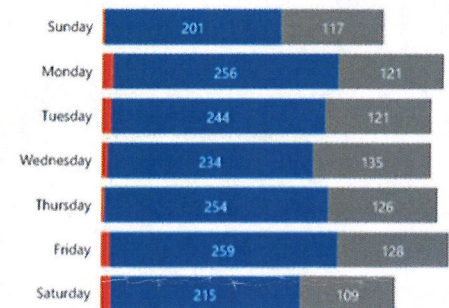
of Incidents by Hour of the Day

Incident Category ● Fire ● EMS ● Other

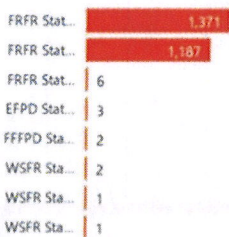


of Incidents by Weekday and Incident Category

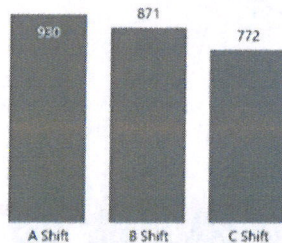
● Fire ● EMS ● Other



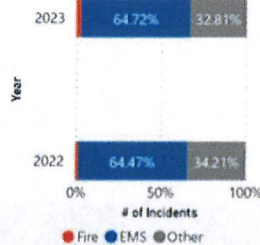
Top Stations by # of Incidents



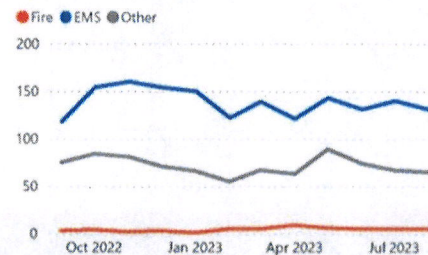
of Incidents by Shift



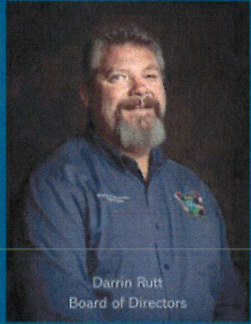
of Incidents by Category



of Incidents over Time

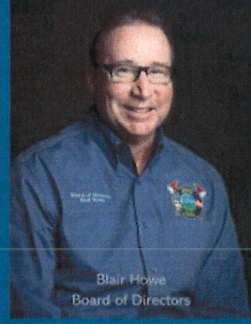


BOARD OF DIRECTORS



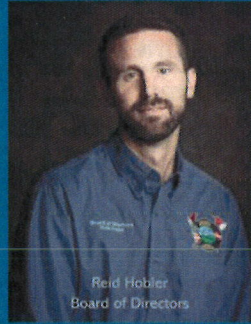
Darrin Rutt
Board of Directors

**PRESIDENT
WEST DISTRICT**



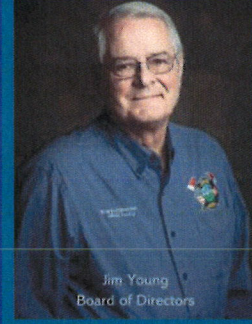
Blair Howe
Board of Directors

**VICE PRESIDENT
EAST DISTRICT**



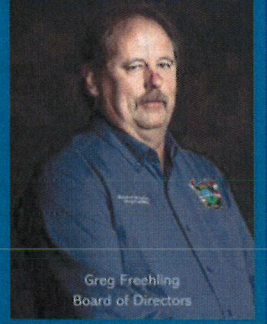
Reid Hobler
Board of Directors

**TREASURER
EAST DISTRICT**



Jim Young
Board of Directors

**SECRETARY
WEST DISTRICT**

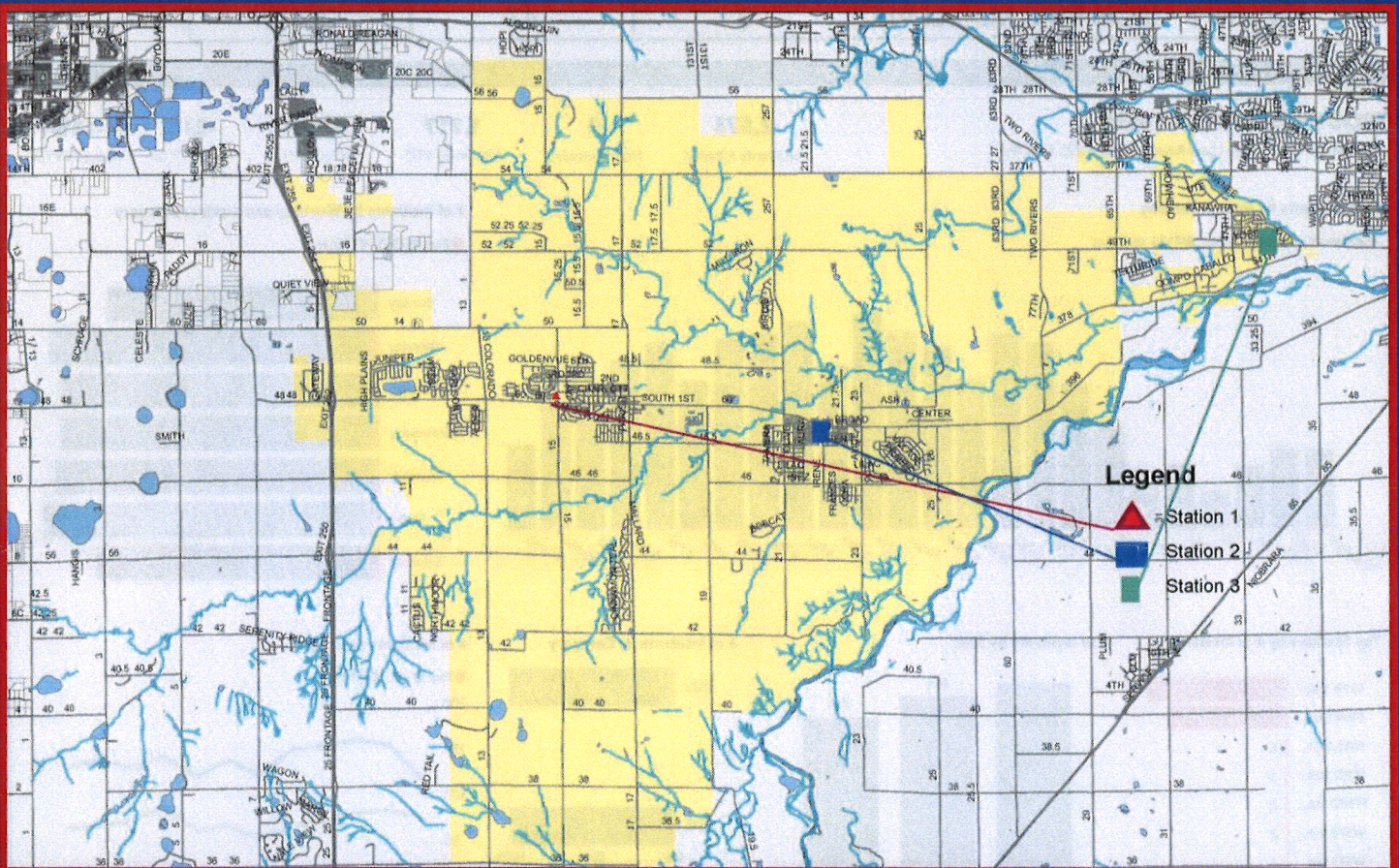


Greg Freehling
Board of Directors

**DIRECTOR
AT LARGE**

The public is welcome to attend all regularly scheduled board meetings, held on the second Tuesday evening of the month at 6:00 pm. For more information please go to our website www.frfr.colorado.gov

FRONT RANGE FIRE RESCUE



CONTACT INFORMATION

Call: 970.587.4464

Email: INFO@FRFR.CO

FOLLOW US ON
SOCIAL MEDIA



www.frfr.colorado.gov



Notice of Inquiry

Weld County Department of Planning Services

Pre-application Case #	PRE23-0263
Date of Inquiry	10/30/2023
Municipality	Johnstown CPA
Name of Person Inquiring	Brysen Daughton
Property Owner	Arthur M. Griffiths
Planner	Diana Aungst
Planner Phone Number	970-400-3524
Planner Email Address	daungst@weld.gov
Legal Description	SW4 Section 3, T4N, R67W; Lot B of LLA22-0035
Parcel Number	105903300004
Nearest Intersection	CR 48 1/2 and HWY 257
Type of Inquiry	Second Solar Facility on this parcel

The above person met with County Planning staff about developing a parcel of land inside your designated Intergovernmental Agreement/Coordinated Planning Agreement Boundary.

Diana Aungst
County Planner's signature

Would you like to pursue annexation of this property? NO YES _____

Date of Contact 10/30/2023

Comments:

THE PROPERTY IS EAST OF WCR 19, A PRELIMINARY
BOUNDARY IGA LINE WE ARE WORKING TO ESTABLISH W/MILLIKEN.

[Signature] Town Manager 10/31/2023
Signature of Municipality Representative Title Date

Please sign and date to acknowledge that the applicant has contacted you and return this signed form to Weld County Department of Planning Services.

Department of Planning Services
1402 N 17th Ave, PO Box 758, Greeley, CO 80632
970-400-6100 | www.weld.gov

The regular meeting of the Glenn A. Jones, M.D. Memorial Library Board was called to order at 7:05 pm. Debi Sauer, Jenna Hall, Chad Young, Corina Strickland and Director Kristi Plumb were present. Sheryl Ballard was absent.

August 2023 minutes were corrected and approved.

Treasurer's Report: Beginning balance \$163,872.97
Inflow \$120,546.14
Outflow \$17,358.49
Ending balance \$267,060.62
Petty cash ending balance \$2085.01
Colorado Trust Ending balance \$7,470,819.90

Director's Report:

Artist-In-Residence photos of the 2013 flood from the Milliken Historical Society

2024 calendar for staff discussed: library closed on usual national holidays; July 4-6 closed, December 24 and 25; December 31 and January 1, September 6 for staff development (make it the first Friday in September going forward); closed June 1 for BBQ Day and August 10 for Beef 'n Bean Day (no parade participation)

HPLD All Staff Day October 6. Both libraries will be closed. 10 staff members will attend.

Tuition reimbursement discussion for Dylann Leal and Delka Babiuch getting their MLS and approved.

Flu shot clinic October 4 from 10:00-12:00 with Walgreen's pharmacist Kristie White. If insurance doesn't cover the cost for staff, the board approved to cover it.

Environmental Landworks to replace dead plants this week. They still owe the irrigation zone map. Punch list is 90% complete.

Lawn Care Solutions came out to give a quote on lawn service, landscaping care and maintenance. \$68/hour to do what is listed (pulling weeds, trimming, mowing, etc)

Tharp Custom Cabinetry has been approved to do the workroom/kitchen remodel. Paul Ebsen of Vertex Flooring and Design will be the contractor. Jack Kindsfather will be electrician.

Drawings for refreshing the children's workroom will soon be submitted.

Budget 2024: Parking lot improvements, updates and additions in The Library of Things; 60% increase from High Plains Library District and 8% increase from Town of Johnstown in revenue

Item #30.

The 2024 budget was approved by the Board and we are waiting for the 2024 tax distribution total from Johnstown before the budget can be submitted to the Town.

An estimate for the Library parking lot to be ground down and resurfaced is being pursued for fall 2023, through the paving contractor the Town is using for current projects. The Library will be responsible for the cost of the project which will come out of capital reserves.

Johnstown door count 7131

Milliken door count 418

Johnstown circulation 9588

Milliken circulation 396

Meeting adjourned 8:33. Next meeting October 24 at 6:00 starting in the Makerspace with dinner provided.

JONES MEMORIAL LIBRARY CASH FLOW REPORT - SEPT 2023			Y-T-D	2023 BUDGET		Notes
BEGINNING CHECKING BALANCE		\$ 267,060.62	\$ -	\$ 20,000.00	To Date	
INFLOWS	Donations/Grants	\$ -	\$ 3,355.00	\$ 3,500.00		
	Interest	\$ 351.62	\$ 266,840.07	\$ 75,000.00		
	Misc Income	\$ 12.50	\$ 8,975.08	\$ 7,500.00		
	<i>Investments</i>	\$ -	\$ -	\$ -		
	Town of Johnstown	\$ 103,786.43	\$ 928,185.63	\$ 1,243,246.00		
	High Plains Library District	\$ -	\$ 827,145.49	\$ 811,068.00		
INFLOWS TOTAL		\$ 104,150.55	\$ 2,034,501.27	\$ -		
TOTAL AVAILABLE FUNDS		\$ 371,211.17		\$ 2,160,314.00		
OUTFLOWS	Advertising	\$ -	\$ 13,142.88	\$ 22,000.00		
	Books -231	\$ 3,328.80	\$ 26,946.98	\$ 50,000.00	1901	
	DVD/Audio - 44	\$ 1,344.81	\$ 5,268.57	\$ 15,000.00	186	
	Library of Things	\$ -	\$ 1,587.30	\$ 5,000.00		
	Collection Fees/Bad Debts	\$ -	\$ -	\$ 2,000.00		
	Computer Expenses	\$ -	\$ -	\$ 5,000.00		
	Equipment & Furniture	\$ -	\$ 3,541.56	\$ 40,000.00		
	MakerSpace	\$ 518.24	\$ 3,825.54	\$ 20,000.00		
	Gifts Given	\$ 434.90	\$ 1,595.09	\$ 2,500.00		
	<i>Investments</i>	\$ 150,000.00	\$ 1,050,000.00	\$ 339,314.00		
	Legal Fees/Consulting Fees	\$ -	\$ -	\$ 10,000.00		
	Maintenance/Building Exp.	\$ 4,384.76	\$ 30,658.25	\$ 65,000.00		
	Memberships/Licenses	\$ -	\$ 133.88	\$ 2,500.00		
	Milliken Location	\$ 686.34	\$ 6,594.89	\$ 20,000.00		
	Outreach	\$ -	\$ 996.86	\$ 10,000.00		
	Professional Enrichment	\$ -	\$ 698.64	\$ 5,000.00		
	Programming	\$ 1,728.00	\$ 22,897.77	\$ 190,000.00		
	MakerSpace	\$ 659.76	\$ 4,655.23	\$ 10,000.00		
	Salaries/Benefits/Perks	\$ 789.58	\$ 235,328.47	\$ 605,000.00		
	Health Ins./Retirement	\$ -	\$ 34,007.73	\$ 72,000.00		
	Subscriptions, Periodicals	\$ -	\$ 1,551.22	\$ 5,000.00		
	Supplies, Janitorial	\$ 57.61	\$ 639.86	\$ 3,000.00		
	Supplies/Expenses, Library	\$ 55.03	\$ 3,668.48	\$ 12,000.00		
	Telephone	\$ 548.27	\$ 4,951.28	\$ 10,000.00		
	Utilities	\$ 2,729.68	\$ 30,705.18	\$ 40,000.00		
	Capital Improvement	\$ 39,881.99	\$ 145,829.00	\$ 600,000.00		
	Transfer to petty cash	\$ -	\$ 2,500.00	\$ -		
OUTFLOWS TOTAL		\$ 207,147.77	\$ 1,631,724.66	\$ 2,160,314.00		
ENDING CHECKING BALANCE		\$ 164,063.40				

Item #30.

						Notes
BEGINNING PETTY CASH BALANCE		\$ 1,355.01				Item #30.
	Programming	\$ -				
	Library of Things	\$ -				
ENDING PETTY CASH BALANCE		\$ 1,355.01				
	<i>COLORADO TRUST INVESTMENT</i>		Y-T-D			
BEGINNING BALANCE		\$ 7,470,819.90				
	Dividend -5.5058%	\$ 33,924.66	\$ 264,777.93			
	<i>Contribution</i>	\$ 150,000.00				
	<i>Withdrawal</i>	\$ -				
ENDING BALANCE		\$ 7,654,744.56				