Town of Johnstown

TOWN COUNCIL REGULAR MEETING

450 S. Parish, Johnstown, CO
Wednesday, July 06, 2022 at 7:00 PM

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

AGENDA

CALL TO ORDER

Pledge of Allegiance

ROLL CALL

AGENDA APPROVAL

SPECIAL PRESENTATIONS

1. July Business of the Month - presented by Sarah Crosthwaite, Economic Development Manager
2. Request for Outdoor Swimming Pool and Amenities - Autumn Maus

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 printed 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. June 20, 2002 Minutes
4. Second Reading Ordinance No. 2022-232 Approving a Change of Zone for the Property Known as Ledge Rock Center to Planned Unit Development - Mixed Use (PUD-MU)
5. Consideration of a Second Amendment to the Johnstown Farms Filing 3 Subdivision Development and Improvement Agreement
6. Resolution 2022-28 2021 Budget Amendment

TOWN MANAGER REPORT

7. Town Manager's Report

TOWN ATTORNEY REPORT

PUBLIC HEARING

8. Ordinance 2022-233: An Ordinance Amending Article V Of Chapter 11 Of The Johnstown Municipal Code Concerning Use Of The Pioneer Ridge Park Disc Golf Course

NEW BUSINESS

9. Intergovernmental Agreement with Larimer County

10. Contract with Connell Resources Inc for Pavement Maintenance Program
11. Equipment Procurement Award to Hydro International Wastewater, Inc. for the new Central Wastewater Plant
12. An Owners Representative Agreement Between the Town of Johnstown and Blue Water Engineering, Ltd. for Professional Services Related to the Johnstown Water Treatment Plant (WTP) Expansion

COUNCIL REPORTS AND COMMENTS

MAYOR'S COMMENTS

INFORMATIONAL ITEMS

13. Informational Items

ADJOURN

AMERICANS WITH DISABILITIES ACT NOTICE

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

Letford Family Aquatic Park

Letford Family Aquatic Park

- 1. Outdoor activities to be enjoyed by all age groups in the community
- 2. Amenity to a part of town that has not had recent public improvement
- 3. Adaptive re-use of property with no land cost to the Town
- 4. Need from the school district
- 5. Maintain Letford Elementary “legacy” by benefitting local youth
- 6. Synergies with potential management by YMCA

Oasis Aquatic Park

- Location: Brighton, CO
- Population: 38,550 people
- Building Cost: $5.3 Million
- Pool features:
  - Major slides, large pool area, lazy river, young kids area including splash park
- Budgeted operating costs for 2020: $432,267

Budget info can be found HERE on page 119
Building cost source: HERE

City Park Pool

- Location: Fort Collins, CO
- Population: 166,069 people
- Pool features:
  - Slides, big swim area, small kids area with slides and splash park
- Budgeted Operating costs 2021: $152,293

Budget info can be found HERE on page 82.

Chimney Park Pool

- Location: Windsor, CO
- Population: 23,679 people
- Pool features:
  - Diving board, large pool area, small kids area and a slide
- Budgeted Operating Costs: ??

Budget Info can be found HERE on page

RainDance River Resort

- Location: Windsor, CO
- Population: 23,679 people
- Operating costs: $447,550
- Pool Features:
  - Wave pool, lazy river, slide, kids area

Budget Info can be found HERE page 2

Amenities…

- Maintain and improve vegetation (trees, grass field etc.)
- Playground, basketball court, pickleball court
- Picnic pavilions
- Additional parking
- Pool for all ages including: Splashpad, tots pool, diving board, lap lanes and slides


N Park Ave
N Park Ave
N Park Ave
Picnic pavilion
Pickleball courts
Aquatic park
W Park Ave
Basketball court
Charlotte St
Playground
Picnic pavilion
Parking Area
S Jay Ave
W Park Ave
S Park Ave
S Park Ave
S Park Ave

Town of Johnstown

TOWN COUNCIL REGULAR MEETING
450 S. Parish, Johnstown, CO
Monday, June 20, 2022 at 7:00 PM

MINUTES

CALL TO ORDER

Councilmember Damien Berg called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

ROLL CALL

Present
Councilmember Damien Berg
Councilmember Jesse Molinar Jr.
Councilmember Dianne Morris
Councilmember Chad Young

Absent
Mayor Gary Lebsack
Councilmember Troy Mellon
Councilmember Vanessa Dominguez

AGENDA APPROVAL

Motion made by Councilmember Young, seconded by Councilmember Molinar, Jr. to approve the agenda. Motion carried with a unanimous vote.

PUBLIC COMMENT

Mr. Jim Hatfield, 345 Hickory Lane, shared concerns with the number of single-family homes in the Clearview neighborhood that are being used as duplexes, he also asked about xero-scaping and what is allowed.

CONSENT AGENDA

Motion made by Councilmember Young, seconded by Councilmember Morris to approve the consent agenda. Motion carried with a unanimous vote.

- June 6, 2022 minutes
- May 2022-Financial Statements
- List of Bills – June 2022
- Resolution 2022-26 A Resolution Authorizing the Deposit of Town Funds at Banks Designated by the Banking Board as Eligible Public Depositories
- Resolution 2022-27 Finding Substantial Compliance for Initiating Annexation Proceedings and Setting a Public Hearing Date for the SunCatcher Annexation
- First Amendment to Agreement Concerning Purchase and Sale of Real Property for Ledge Rock Center Commercial

PUBLIC HEARING

1. Ordinance Number 2022-232 Approving a Change of Zone for Property known as North Ledge Rock Center to PUD-MU – Councilmember Berg opened the public hearing at 7:06 p.m. and heard from staff. The applicant has requested a change of zone to the Planned Unit Development- Mixed Use development with commercial and mixed density residential areas. A representative of the applicant was present to answer any questions. Having no public comments, the hearing closed at 7:11 p.m. Motion made by Councilmember Young, seconded by Councilmember Molinar Jr. to approve Ordinance No. 2022-232. Motion carried with a unanimous vote.

EXECUTIVE SESSION

Motion made by Councilmember Molinar Jr., seconded by Councilmember Young to convene into Executive Session at 7:17 for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e). Economic Development. Motion carried with a unanimous vote.

Councilmember Berg reopened the meeting at 7:36 p.m. and stated the only item discussed is what was stated in the motion.

ADJOURN

The meeting adjourned at 7:37 p.m.

Mayor

Town Clerk

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATION

AGENDA DATE: July 6, 2022

SUBJECT: Ordinance 2022-232 Approving a Change of Zone for Property known as North Ledge Rock Center to PUD-MU

ACTION PROPOSED: Consider Second Reading of Ordinance 2022-232

ATTACHMENTS: 1. Ordinance 2022-232

PRESENTED BY: Kim Meyer, Planning & Development Director

AGENDA ITEM DESCRIPTION:

Council held a public hearing on June 20, 2022 and approved Ordinance No. 2022-232.

LEGAL ADVICE:

The ordinance was drafted by the Town Attorney in consultation with Staff.

FINANCIAL ADVICE:

N/A.

RECCOMMENDED ACTION:

Approve Ordinance 2022-232 An Ordinance Approving a Change of Zone for the Property Known as North Ledge Rock Center to PUD-MU.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO
ORDINANCE NO. 2022-232

APPROVING A CHANGE OF ZONE FOR THE PROPERTY KNOWN AS NORTH LEDGE ROCK CENTER, SUBDIVISION EXEMPTION NO. 665, LOCATED IN THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 3.436 ACRES, TO PLANNED UNIT DEVELOPMENT – MIXED USE (PUD-MU)

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, Ledge Rock Center, LLC, a Kansas limited liability company, the property owner ("Owner"), applied to rezone the property known as North Ledge Rock Center, Subdivision Exemption No. 665, located 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, excepting therefrom a parcel of land conveyed to the Department of Highways, State of Colorado by instrument recorded May 10, 1957, in Book 1477 at Page 290, consisting of approximately 3.436 acres, being more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference ("Property"), from Planned Unit Development – Residential (PUD-R) to Planned Unit Development - Mixed Use (PUD-MU); and

WHEREAS, the Owner requests a change of zone the Property to PUD-MU because the proposed development of the Property is anticipated to include commercial uses; and

WHEREAS, on June 8, 2022, the Town's Planning and Zoning Commission held a public hearing and recommended approval of PUD-MU zoning for the Property; and

WHEREAS, on June 20, 2022, the Town Council held a public hearing to determine appropriate zoning for the Property and, based upon the evidence received at the hearing, finds that the requested rezoning of the Property to PUD-MU conforms to the *Johnstown Area Comprehensive Plan* and should be approved; and

WHEREAS, upon the rezoning of the Property to PUD-MU, the Owner anticipates seeking administrative approval to amend the P.U.D. Outline Development Plan for Ledge Rock Center, approved by the Town Council by Ordinance No. 2022-23, to include the Property.

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

1. Zoning of the Property known as North Ledge Rock Center and more particularly described on the attached Exhibit A shall hereby and hereinafter be designated as PUD-MU.

2. 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 final passage as provided by the Charter.

3. Upon its effective date, the Town Clerk is hereby directed to file this Ordinance with the real estate records of the Weld County Clerk and Recorder.

INTRODUCED AND APPROVED on first reading by the Town Council of the Town of Johnstown, Colorado, this 20th day of June, 2022.

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2022.

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

EXHIBIT A
LEGAL DESCRIPTION

Subdivision Exemption No. 665 recorded December 18, 1997, in Book 1638 at Reception No. 2585001, being a part of the NE ¼ of Section 11, Township 4 North, Range 68 West of the 6th P.M., County of Weld, State of Colorado,
Excepting therefrom a parcel of land conveyed to The Department of Highways, State of Colorado by instrument recorded May 10, 1957, in Book 1477 at Page 290,

County of Weld, State of Colorado.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	July 6, 2022
SUBJECT:	Second Amendment to Johnstown Farms Filing 3 Development Agreement
ACTION PROPOSED:	Approval of the Second Amendment to the Development Agreement
ATTACHMENTS:	1. Second Amendment to Johnstown Farms (JF) Filing 3 Development Agreement (DA) 2. Layout maps 3. Development Agreement to JF Filing 3 DA 4. First Amendment to JF Filing 3 DA
PRESENTED BY:	Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

The Johnstown Farms Filling 3 Development Agreement (DA) was approved in December of 2019. The DA called for the construction of Public Improvements that include roadways, sidewalks, water and sewer main lines, storm box culverts, striping, signage, etc. The total cost for Public Improvements was estimated in 2019 at $3,000,607.

The First Amendment to the Development Agreement was approved in November of 2021. The First Amendment included removal of the inverted siphon, modifying a section of the undergrounding electric utility requirement, and adding sidewalk connectivity over the bridge on County Road 46.5.

This Second Amendment presented this evening seeks to remove the installation of the sidewalk over the County Road 46.5 bridge, and instead, accepting cash in lieu for those improvements. After a closer evaluation of the spacing on the bridge, Town Staff is concerned about the safety of both motorist and pedestrians should the sidewalk be installed. The bridge is 31 feet wide, which is not sufficient width to account for a sidewalk while maintaining appropriate clear zones and a median buffer area for vehicles traversing over the bridge (see attached crossing layouts). The bridge without the sidewalk has minimum clear zones and median buffer area. Therefore,

Staff recommends accepting cash in lieu in the amount of $28,033 for these improvements so a better alternative can be developed. Staff is currently looking into options for widening the bridge deck or a separate fabricated pedestrian bridge that would allow for pedestrian traffic.

LEGAL ADVICE:

Legal has reviewed and drafted the Second Amendment to the Development Agreement.

FINANCIAL ADVICE:

N/A

RECCOMMENDED ACTION: Approval of the Second Amendment to the Johnstown Farms Filing 3 Development Agreement.

SUGGESTED MOTIONS:

For Approval: I move to approve the Second Amendment to the Johnstown Farms Filing 3 Development Agreement.

For Denial: I move we deny the Second Amendment to the Johnstown Farms Filing 3 Development Agreement.

Reviewed and Approved for Presentation,

Town Manager

SECOND AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

THIS SECOND AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3) ("**Second Amendment**") is made and entered into the 6 day of July, 2022 by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the "**Town**"), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership ("**Developer**") and JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**" and together with the Town and the Developer, the "**Parties**").

Recitals

WHEREAS, the Parties previously entered into that certain Subdivision Development and Improvement Agreement for Town of Johnstown (Johnstown Farms Filing No. 3) dated December 2, 2019, and recorded in the real property records of the Clerk and Recorder for Weld County, Colorado on February 21, 2020, at Reception No. 4568151 ("**Agreement**"); and

WHEREAS, the Parties thereafter entered into that certain First Amendment to Subdivision Development and Improvement Agreement for Town of Johnstown (Johnstown Farms Filing No. 3) dated November 20, 2021, and recorded in the real property records of the Clerk and Recorder for Weld County, Colorado on February 11, 2022, at Reception No. 4801553 ("**Amendment**"); and

WHEREAS, the Developer has commenced construction of the Public Improvements as contemplated by the Agreement; and

WHEREAS, the Town has determined that it is not feasible or warranted for the Developer to construct the portion of the WCR 46 ½ Sidewalk, as hereinafter defined, that crosses the bridge over the Little Thompson River or the portion that is west of the bridge and that, rather than construction, Developer should pay the Town a cash-in-lieu fee for such portion of the WCR 46 ½ Sidewalk and for the striping of the cross-walk; and

WHEREAS, the Parties now desire to amend the Agreement to modify the Developer's obligation regarding the WCR 46 ½ Sidewalk.

Amendment

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment Concerning Regional Sidewalk Connectivity. Paragraph 7 of Exhibit B-3 of the Agreement, amended by Paragraph 1.3 of Amendment, is hereby deleted in its entirety and in its place inserted the following:

> 7. **Regional Sidewalk Connectivity**. Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct as a part of the Public Improvements, in accordance with the *revised* approved Civil Engineering Construction Plans, a sidewalk along a portion of the southern one-half of the Weld County Road 46 ½ adjacent to the Property and along a portion of the northern one-half of Weld County Road 46 ½ as depicted in Schedule 2 attached to this Exhibit B-3 ("**WCR 46 ½ Sidewalk**"), except that Developer shall not be obligated to construct the portion of the WCR 46 ½ Sidewalk that crosses the bridge over the Little Thompson River or the portion that is west of the bridge, as depicted in Schedule 3 attached to this Exhibit B-3, nor shall Developer be required to add the cross-walk striping on Weld County Road 46 ½, but shall pay the Town a cash fee in the amount of $28,033.00 in lieu of such construction and striping. The Town, at its sole expense, shall promptly repair any damage to the WCR 46 ½ Sidewalk resulting from the Town's Weld County Road 46 ½ roadway and bridge construction. Notwithstanding any contrary provision of this Paragraph 7, the Town and Developer acknowledge that the portion of WCR 46 ½ Sidewalk crossing the railroad right-of-way adjacent to the Development shall require the approval of Great Western Railroad, as the owner of the railroad right-of-way (the "**Railroad ROW**"), and the entering into of a *Public Roadway Crossing License* or similar such agreement (a "**License Agreement**") by the Town and Great Western Railroad. The Town and the Developer anticipate that the License Agreement shall require the payment to Great Western Railroad of: (i) an initial application fee and (ii) annual license fees or a lump sum license fee. The Developer represents the Developer has paid the initial application fee to Great Western Railroad. If the License Agreement requires an annual license fee, Developer shall pay the first annual license fee and all subsequent annual licenses fees as required under the License Agreement until the Town provides notice of Initial Acceptance of the WCR 46 ½ Sidewalk, after which time the Town shall pay the annual license fee. If the License Agreement requires a lump sum license fee, Developer shall pay a contribution to the Town for such lump sum fee in the amount of $6,000 not later than thirty (30) after the Town's written request therefor to Developer. The Town hereby agrees that the Developer's payment of the initial application fee and license fees, as provided herein, shall fully satisfy Developer's and the Subject Property's obligations to make such payments under the License Agreement.

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

[signature pages follow this page]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the date and year first set forth above.

DEVELOPER:

TF JOHNSTOWN FARMS, L.P.,
a Delaware limited partnership

By:_____
Craig Campbell, Authorized Signatory

STATE OF COLORADO)
) ss:
[CITY AND] COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23 day of June, 2022, by Craig Campbell as Authorized Signatory of S TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: 1/21/24.

_____
Notary Public

HAILEE MARIE LIGON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204002691
MY COMMISSION EXPIRES JAN 21, 2024

TOWN:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By:_____
Gary Lebsack, Mayor

ATTEST:

_____
Diana Steele, Town Clerk

APPROVED AS TO FORM:

DISTRICT:

JOHNSTOWN FARMS METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Craig Campbell, Authorized Signatory

ATTEST:

_____
Secretary

STATE OF COLORADO)
) ss:
[CITY AND] COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 23 day of June, 2021, by Craig Campbell as Authorized Signatory and _____ as Secretary of JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: 1/21/24.

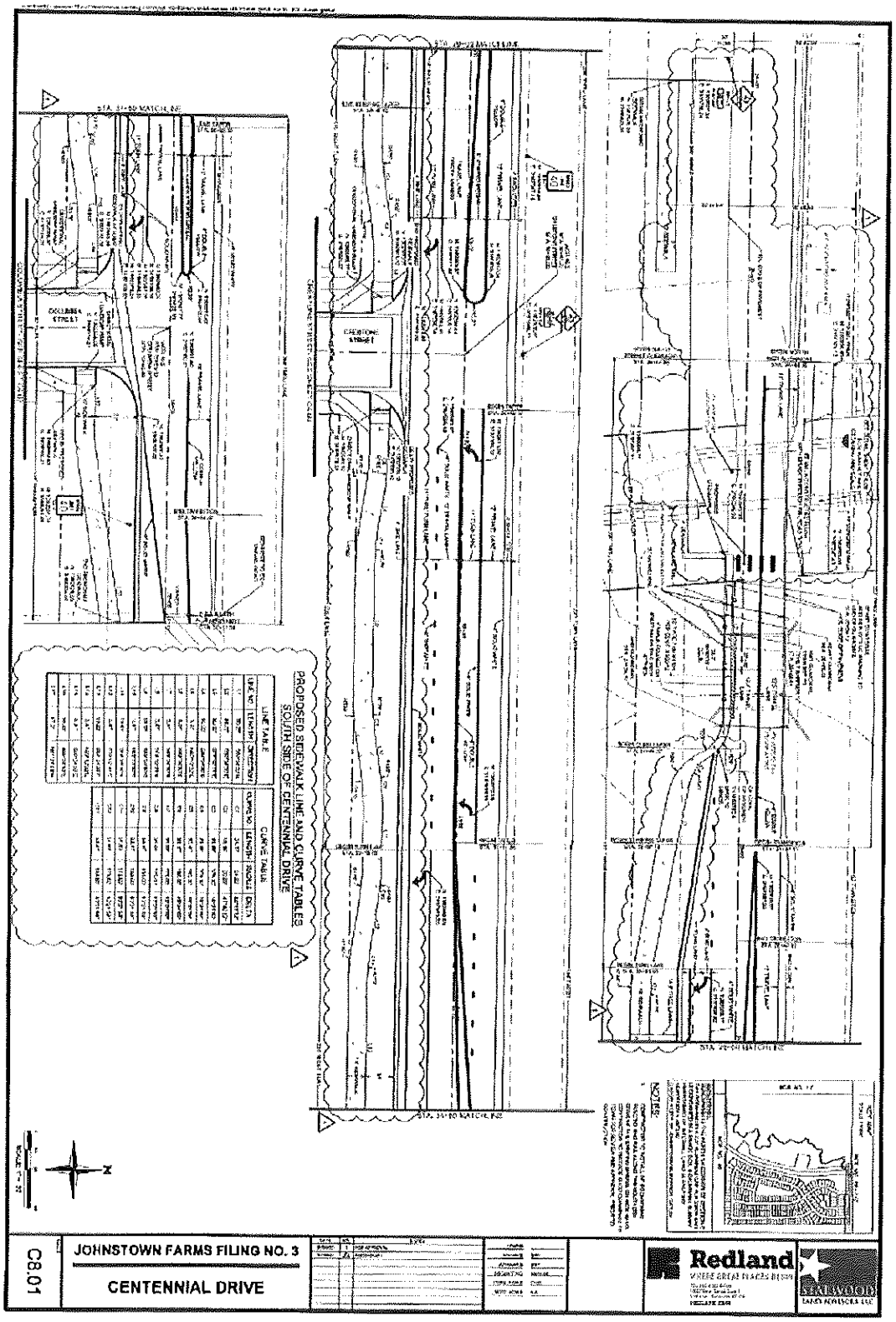
_____
Notary Public

HAILEE MARIE LIGON
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20204002691
MY COMMISSION EXPIRES JAN 21, 2024

Signature Page to Subdivision Development and Improvement Agreement

SCHEDULE 2
Depiction of Sidewalk

[follows this page]

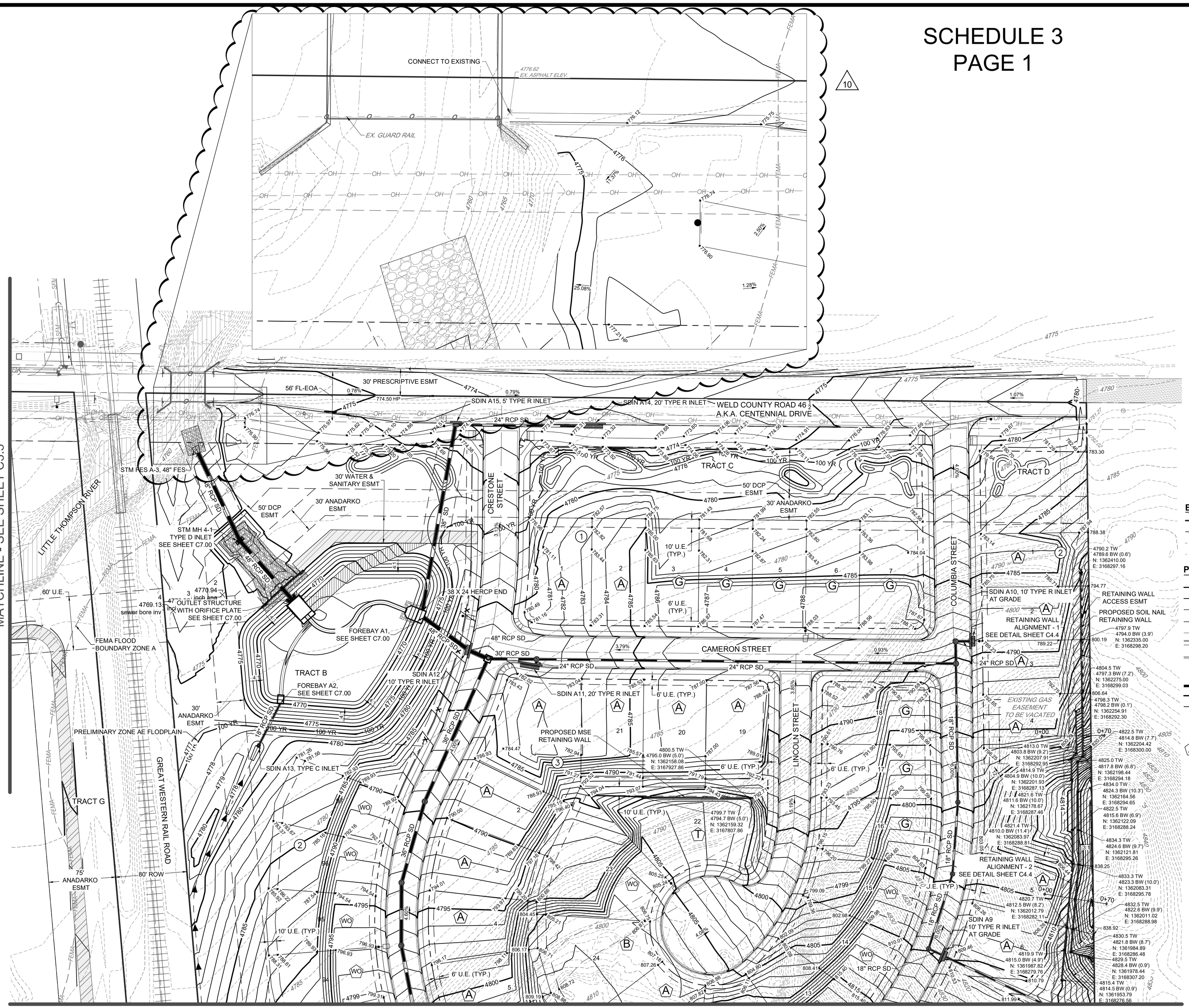

PROPOSED SIDEWALK LINE AND CURVE TABLES
SOUTH SIDE OF CENTENNIAL DRIVE
LINE TABLE
CURVE TABLE
NOTES
JOHNSTOWN FARMS FILING NO. 3
CENTENNIAL DRIVE
C8.01
Redland
STONEWOOD

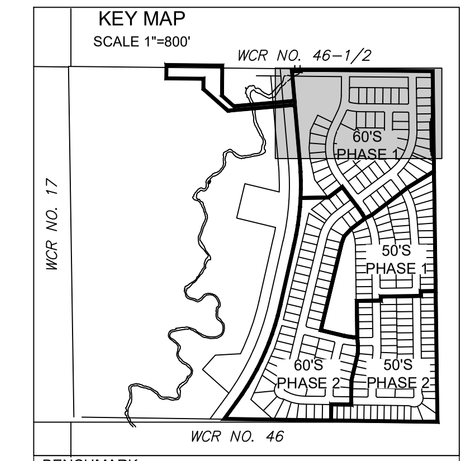
2136487.9

SCHEDULE 3
Depiction of Excluded Portion of Sidewalk

[follows this page]

SCHEDULE 3
PAGE 1





BENCHMARK:
BENCHMARK IS THE NORTH 1/4 CORNER OF SECTION 8, T4N R67W AND IS A 2.5" ALUMINUM CAP PLS 20676 AND IS CONTAINED IN A RANGE BOX. BENCHMARK SURVEY PERFORMED BY INTERMILL LAND SURVEYING
ELEVATION = 4872.59
DATUM = CITY OF JOHNSTOWN ELEVATION DATUM

NOTES:

1. REFER TO SHEET C1.2 FOR LOT GRADING TEMPLATE.
2. ALL SLOPES ARE MAXIMUM OF 4H:1V UNLESS OTHERWISE NOTED.
3. GRADES SHOWN FOR TRACTS AND STREET RIGHT-OF-WAYS ARE FINISH GRADE. REFER TO AREA GRADING PLANS FOR ADDITIONAL DETAILS.
4. THE TRANSITION LOT TYPE REPRESENTS A UNIQUE LOT FOR A VARIANCE BETWEEN TWO STANDARD TEMPLATES.
5. RETAINING OR GRADING WALLS OVER 4' IN TOTAL HEIGHT (EITHER PER WALL AND/OR FOR TIERED WALLS WITHIN A 1:1 ZONE OF INFLUENCE) MUST BE DESIGNED AND SEALED BY A STRUCTURAL P.E. THE WALL DESIGN PLANS AND REPORT MUST BE SUBMITTED TO THE TOWN FOR "ACCEPTANCE" PRIOR TO ANY SUCH WALL BEING CONSTRUCTED.
6. THE WALLS MUST BE INSPECTED AND A P.E. SEALED CERTIFICATION THAT THEY WERE INSTALLED AND CONSTRUCTED IN GENERAL CONFORMANCE WITH THE STRUCTURAL WALL DESIGN PLANS AND REPORT MUST BE PROVIDED TO THE TOWN BEFORE A BUILDING PERMIT FOR ADJACENT LOTS WILL BE ISSUED.
7. WALL FINISH TREATMENT TO BE SUBMITTED TO THE TOWN FOR REVIEW AND APPROVAL WITH THE STRUCTURAL DESIGN REPORT.

EXISTING LEGEND

- PROPERTY LINE
- R.O.W.
- 5280 CONTOUR MAJOR
- 5281 CONTOUR MINOR

PROPOSED LEGEND

- PROPERTY LINE
- R.O.W.
- LOT LINE
- EASEMENT
- ROAD CENTERLINE
- CURB AND GUTTER
- STORM SEWER
- INLET
- RETAINING WALL
- 5280 CONTOUR MAJOR
- 5281 CONTOUR MINOR
- 81.73 SPOT ELEVATION
- SLOPE ARROW (4:1 MAX UNLESS NOTED OTHERWISE)
- A B G WO T LOT TYPE
- 3 BLOCK NUMBER
- RETAINING WALL ACCESS EASEMENT

N

0 25 50 100
SCALE: 1" = 50'

STARWOOD LAND ADVISORS, LLC

Redland
WHERE GREAT PLACES BEGIN
720.283.0783 Office
200 West Canal Court
Lafayette, Colorado 80120
REDLAND.COM

COLORADO LICENSED PROFESSIONAL ENGINEER
MICHAEL PIETSCH MAHAN
39832

DRAWN	JR
CHECKED	RAR
APPROVED	MTP
PROJECT NO.	18012.02
HORZ. SCALE	1" = 50'
VERT. SCALE	

NO.	DATE	NOTES
1	01/09/20	APPROVAL SET
1	07/16/20	ADDENDUM 1
10	06/07/22	ADDENDUM 10

JOHNSTOWN FARMS FILING NO. 3

OVERLOT GRADING PLAN

SHEET
C4.0

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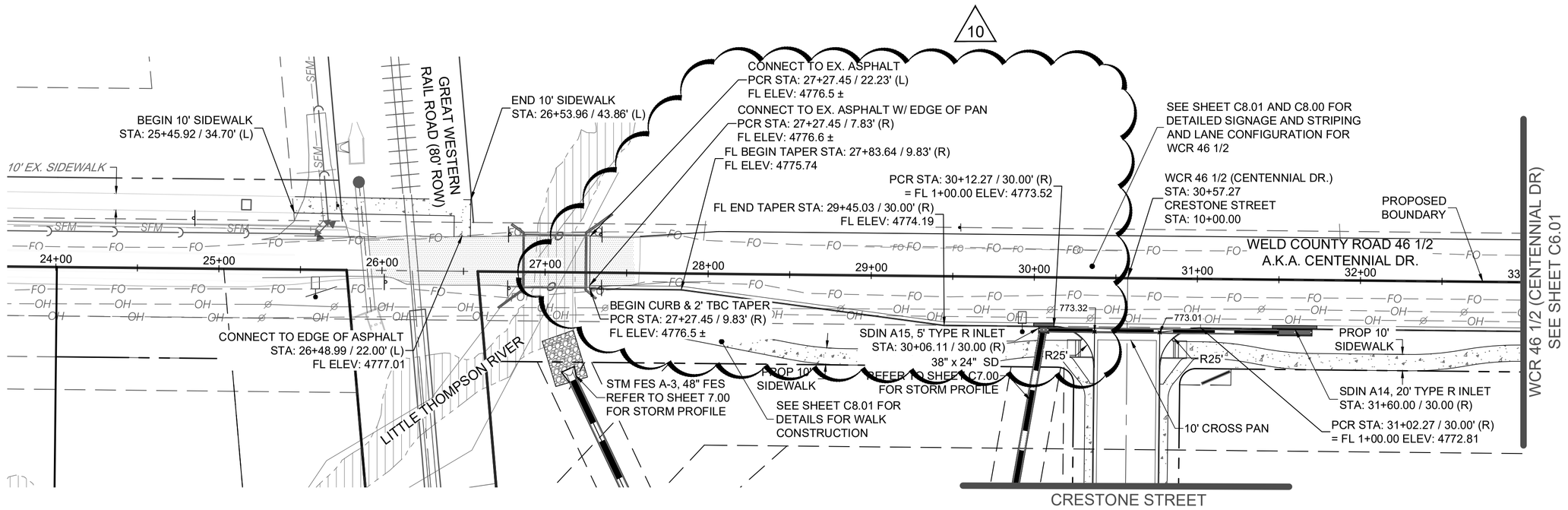
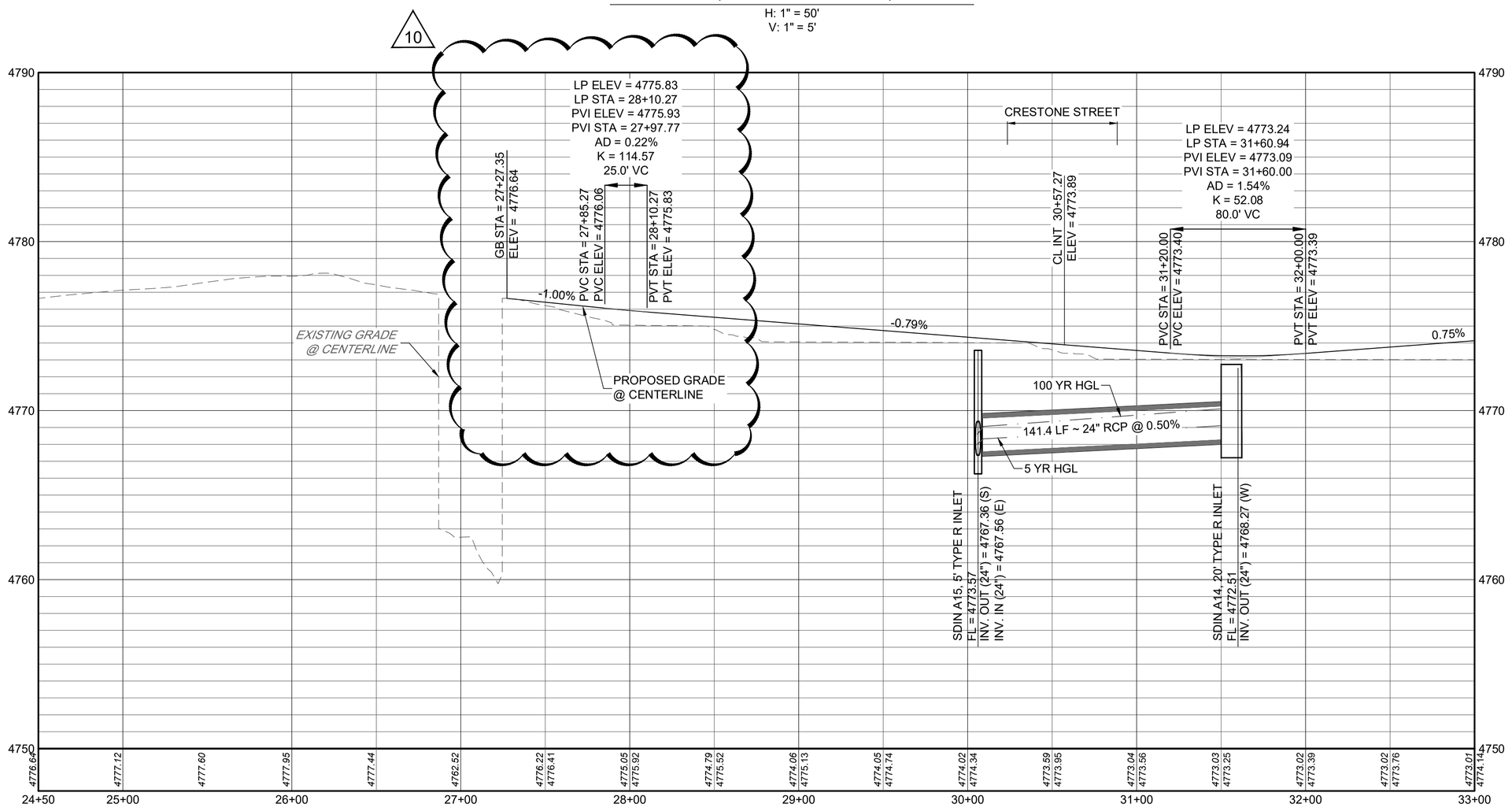
SCHEDULE 3
PAGE 2

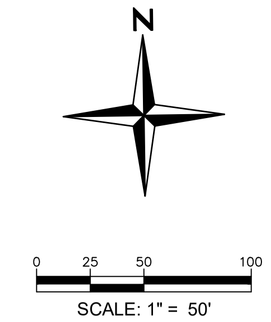


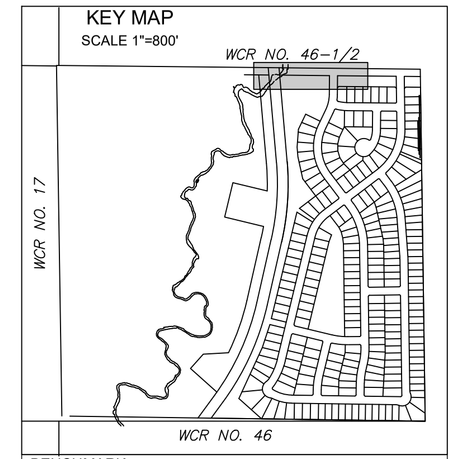
WCR 46 1/2 (CENTENNIAL DR) PLAN



WCR 46 1/2 (CENTENNIAL DR) PROFILE

H: 1" = 50'
V: 1" = 5'





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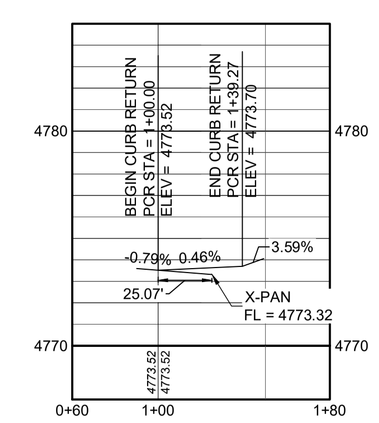
ELEVATION = 4872.59
DATUM = CITY OF JOHNSTOWN ELEVATION DATUM

NOTES

1. REFER TO SHEET C1.2 FOR TYPICAL STREET SECTIONS.
2. ALL STATIONING IS CENTERLINE STATIONING UNLESS OTHERWISE NOTED. CENTERLINE AND R.O.W. DIMENSIONS ARE FOR REFERENCE ONLY. REFER TO THE FINAL SUBDIVISION PLAT FOR HORIZONTAL CONTROL.
3. ALL CURB RETURNS ARE 15 FEET RADIUS UNLESS OTHERWISE NOTED ON PLAN.
4. THE TRANSITION BETWEEN 4" URBAN LOCAL MOUNTABLE CURB AND GUTTER ON STREETS AND THE 6" VERTICAL CURB IS SPECIFICALLY NOTED ON SHEET C6.02 AND SHEET C6.08.
5. ALL ELEVATIONS IN PLAN VIEW ARE FLOWLINE ELEVATIONS UNLESS OTHERWISE NOTED.
6. CROSS PANS ARE 6 FEET IN WIDTH UNLESS OTHERWISE NOTED.
7. ALL MANHOLES AND VALVES SHALL NOT BE INSTALLED WITHIN THE CURB AND GUTTER OR CROSS PANS.
8. STORM INLET STATIONING/OFFSET REFERENCE IS AT THE INTERSECTION OF FLOWLINE AND THE CENTER OF THE STRUCTURE.
9. STORM INLETS LOCATED ALONG CURBS SHALL BE CONSTRUCTED WITH TOP OF BOX AT SAME GRADE AS EXTENDED CURB UNLESS OTHERWISE NOTED.
10. ALL STORM SEWER PIPE SHALL BE CLASS III RCP UNLESS OTHERWISE NOTED.
11. FOR ALL PUBLIC ROADWAY AND UTILITY IMPROVEMENTS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE TOWN OF JOHNSTOWN STANDARDS AND REGULATIONS PRIOR TO CONSTRUCTION, AND KEEPING THE TOWN APPROVED CONSTRUCTION PLANS AND THE STANDARDS AND REGULATIONS ON THE JOB SITE AT ALL TIMES.
12. ALL FLOWLINE ALONG CURB RAMPS SHALL HAVE A MINIMUM CROSS SLOPE OF 0.5% TO FACILITATE DRAINAGE AND AVOID STANDING WATER AND ICE.
13. PIPE JOINTS SHALL BE WATERTIGHT AND FLEXIBLE GASKET JOINTS, BOTH BETWEEN PIPE SECTIONS AND AT MANHOLES. PIPE JOINTS SHALL CONSIST OF RESILIENT CONNECTIONS COMPLYING WITH THE REQUIREMENTS OF ASTM C-443 OR ASTM C-923, AS APPROPRIATE.
14. REFER TO THE "PRELIMINARY GEOTECHNICAL INVESTIGATION JOHNSTOWN FARMS, FILING 2 AND 3" PREPARED BY CTL THOMPSON DATED JULY 11, 2018 FOR PAVEMENT SECTION AND OTHER GEOTECHNICAL RECOMMENDATIONS.
15. CONTRACTOR TO COORDINATE ALL REMOVAL AND/OR RELOCATION OF EXISTING DRY UTILITIES WITH THE APPROPRIATE PUBLIC SERVICE PROVIDERS.
16. CONTRACTOR TO REMOVE AND DISPOSE OF ALL MATERIALS DEMOLISHED INCLUDING BUT NOT LIMITED TO ASPHALT, CONCRETE, PIPES, POLES AND ANY OTHER MATERIALS DUE TO THE INSTALLATION OF PROPOSED IMPROVEMENTS.
17. SEE SHEET C10.01 FOR EXISTING / PROPOSED ASPHALT JOINT DETAIL.
18. IN CASES WHERE THE WATER LINE IS LESS THAN 18" VERTICAL CLEARANCE FROM A STORM OR SANITARY LINE CROSSING AND/OR IF STORM OR SANITARY ARE OVER THE WATER, THE JOINTS OF THE STORM AND/OR SANITARY MUST BE ENCASED TO 10' ON EITHER SIDE OF THE WATER MAIN.

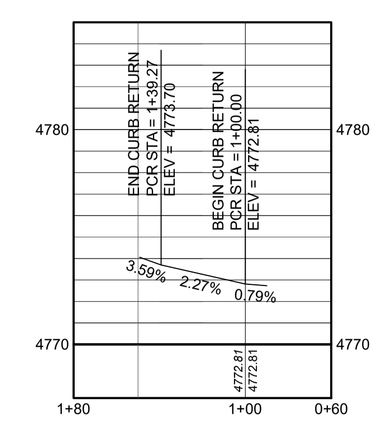
CR WCR 46 1/2 (CENTENNIAL DR) - CRESTONE STREET SW PROFILE

H: 1" = 50'
V: 1" = 5'



CR WCR 46 1/2 (CENTENNIAL DR) - CRESTONE STREET SE PROFILE

H: 1" = 50'
V: 1" = 5'



RECORD DRAWINGS

THESE RECORD DRAWINGS HAVE BEEN PREPARED BASED ON INFORMATION PROVIDED BY NORTHERN ENGINEERING, DATED DECEMBER 22, 2021. REDLAND IS UNDER NO OBLIGATION OR DUTY TO VERIFY THE ACCURACY AND/OR COMPLETENESS OF THIS INFORMATION AND HAS NOT DONE SO. REDLAND SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY BE INCORPORATED AS A RESULT OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

ONLY ITEMS MARKED WITH "RI" OR " " REFLECTS RECORD INFORMATION PROVIDED BY THE SURVEYOR. RECORD INFORMATION IS SHOWN ONLY FOR THE ITEMS INDICATED ON THESE PLANS. UNLESS EXPLICITLY MARKED WITH "RI" OR " ", CONSTRUCTED CONDITIONS SHOULD NOT BE ASSUMED.

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

You MUST CALL 811 (or 1-800-922-1987) for utility locates BEFORE DIGGING. This includes even small projects such as, but not limited to, planting trees or shrubs, sidewalk removal/installation, or fence post installation. Digging without calling can disrupt service to the surrounding neighborhoods. It may harm you and those around you, and potentially result in fines and repair costs.

STARWOOD LAND ADVISORS, LLC

Redland
WHERE GREAT PLACES BEGIN
720.283.0783 Office
200 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

COLORADO LICENSED PROFESSIONAL ENGINEER MICHAEL T. PIETSCH 39832

DRAWN	GRG
CHECKED	RAR
APPROVED	MTP
PROJECT NO.	19012.02
HORZ. SCALE	1" = 50'
VERT. SCALE	1" = 5'

NOTES

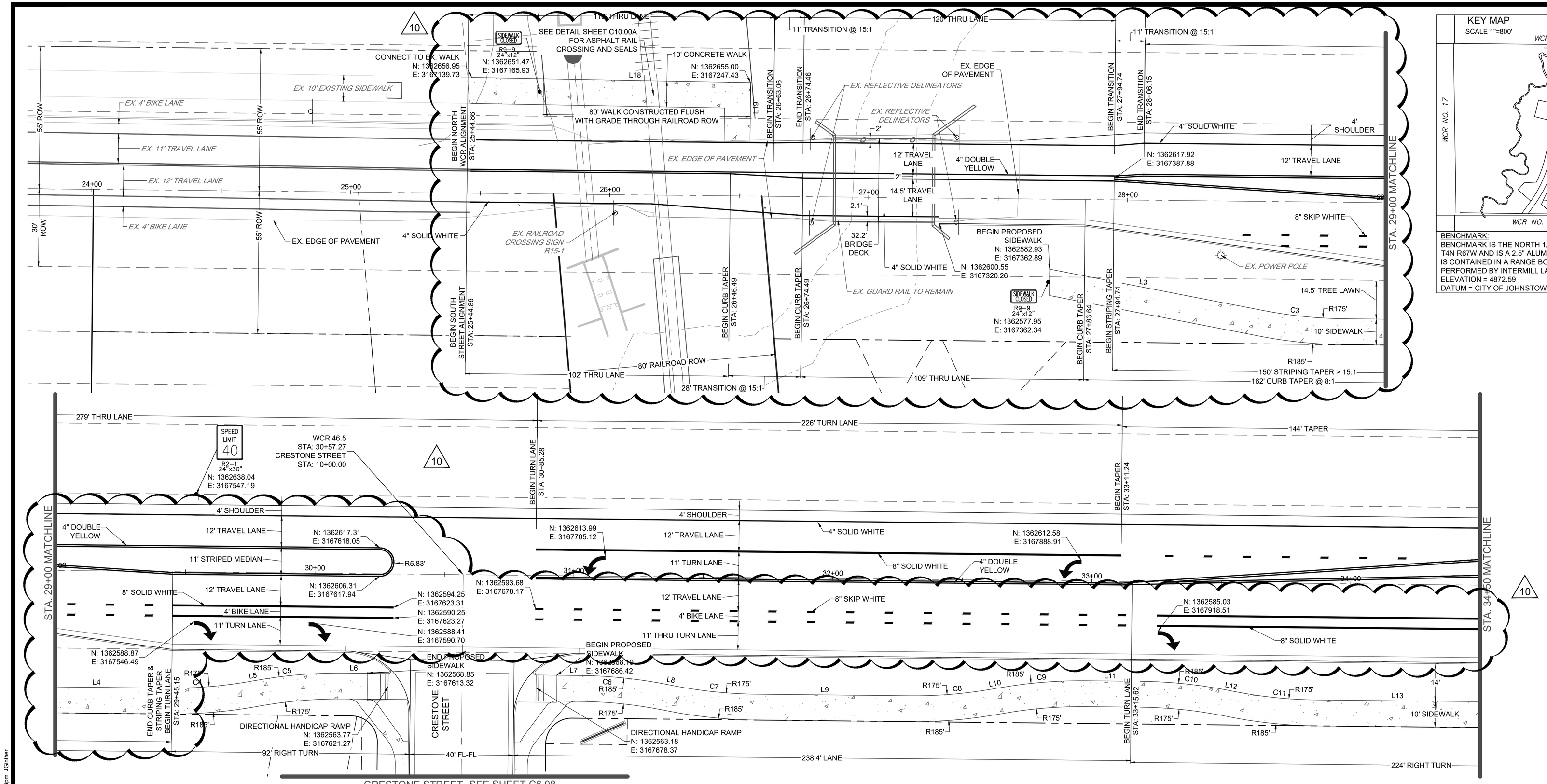
DATE	NO.	
01/09/20	1	APPROVAL SET
07/16/20	2	ADDENDUM 1
06/07/22	3	ADDENDUM 10

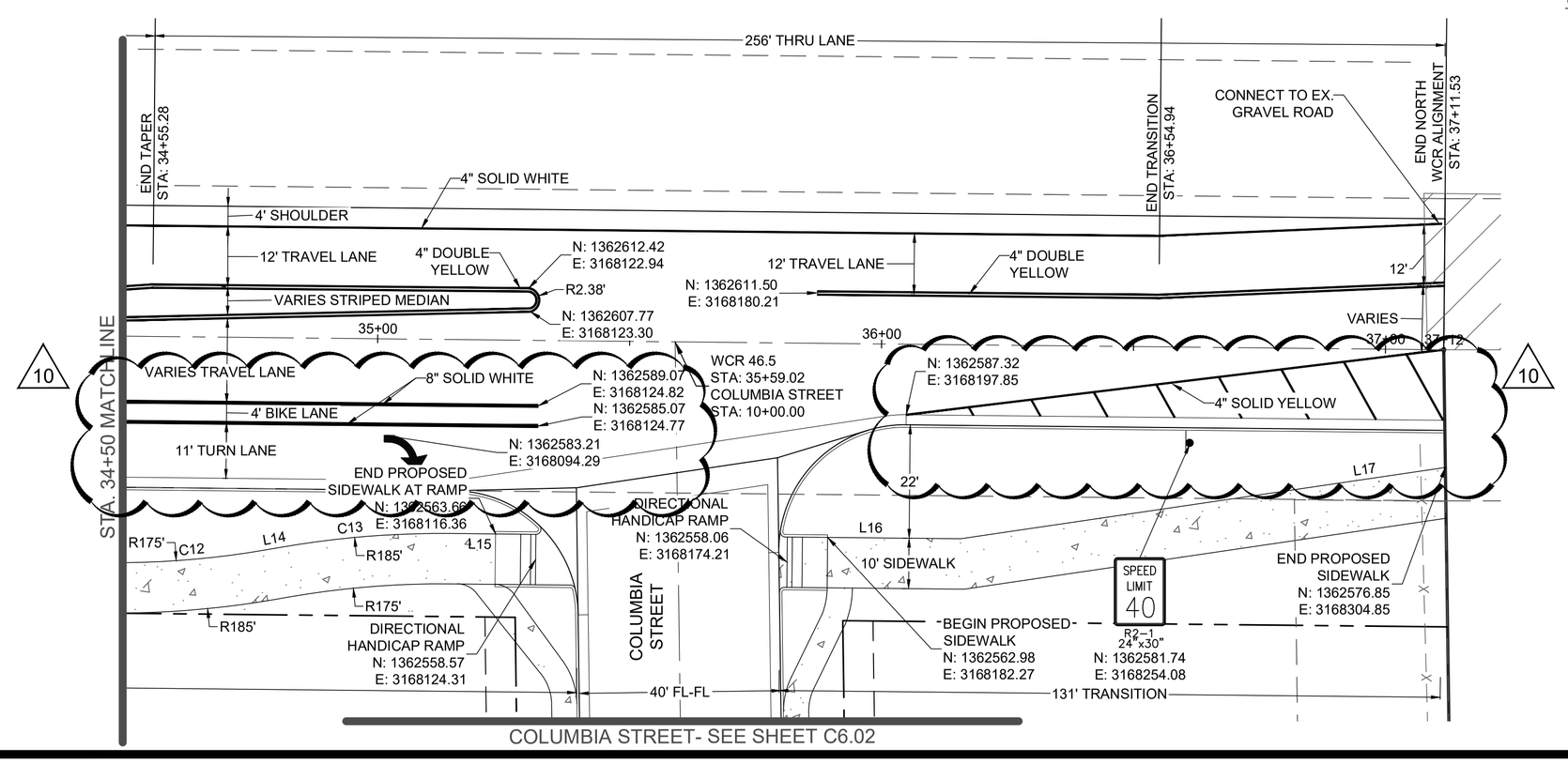
JOHNSTOWN FARMS FILING NO. 3

WCR 46 1/2 (CENTENNIAL DR)
STORM AND ROADWAY PLAN & PROFILE

SHEET
C6.00

I:\2018\18012 - Johnstown F2 and F3\CADD\Sheet Sets\Filing 3 CD's\C6.00 STORM AND ROADWAY PLAN & PROFILE.dwg tab: C6.00 STORM AND ROADWAY PLAN & PROFILE Jun 09, 2022 - 2:59pm JGinther



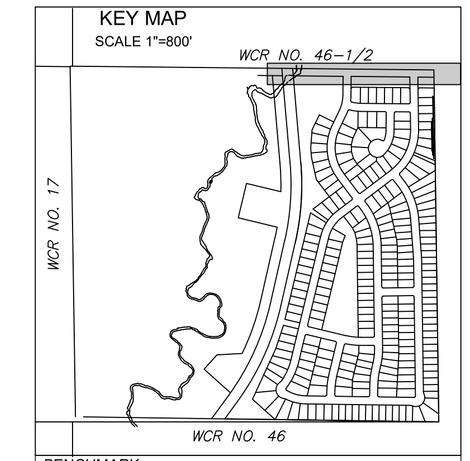


PROPOSED SIDEWALK LINE AND CURVE TABLES
SOUTH SIDE OF CENTENNIAL DRIVE

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L3	84.12'	S79°02'31"E
L4	59.23'	S89°24'30"E
L5	3.47'	N80°13'32"E
L6	8.91'	S89°24'30"E
L7	8.91'	S89°24'30"E
L8	3.47'	S79°02'31"E
L9	59.23'	S89°24'30"E
L10	3.47'	N80°13'32"E
L11	20.93'	S89°24'30"E
L12	3.47'	S79°02'31"E
L13	59.23'	S89°24'30"E
L14	3.47'	N80°13'32"E
L15	8.91'	S89°24'30"E
L16	26.42'	S89°24'30"E
L17	97.21'	N81°37'46"E
L19	22.71'	S0°35'30"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C3	31.66'	175.00'	10°21'59"
C4	31.66'	175.00'	10°21'59"
C5	33.47'	185.00'	10°21'59"
C6	33.47'	185.00'	10°21'59"
C7	31.66'	175.00'	10°21'59"
C8	31.66'	175.00'	10°21'59"
C9	33.47'	185.00'	10°21'59"
C10	33.47'	185.00'	10°21'59"
C11	31.66'	175.00'	10°21'59"
C12	31.66'	175.00'	10°21'59"
C13	33.47'	185.00'	10°21'59"

SCHEDULE 3
PAGE 3



BENCHMARK:
BENCHMARK IS THE NORTH 1/4 CORNER OF SECTION 8, T4N R67W AND IS A 2.5" ALUMINUM CAP PLS 20676 AND IS CONTAINED IN A RANGE BOX. BENCHMARK SURVEY PERFORMED BY INTERMILL LAND SURVEYING
ELEVATION = 4872.59
DATUM = CITY OF JOHNSTOWN ELEVATION DATUM

STARWOOD LAND ADVISORS, LLC
Redland WHERE GREAT PLACES BEGIN
720.283.6783 Office
1300 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

COLORADO LICENSED PROFESSIONAL ENGINEER WILLIAM E. PIETSCH 39832

DRAWN	RAR
CHECKED	
APPROVED	MTP
PROJECT NO.	18012.02
HORZ. SCALE	1"=20'
VERT. SCALE	N.A.

NOTES

DATE	NO.	
01/09/20	1	APPROVAL SET
07/16/20	2	ADDENDUM 1
06/07/22	3	ADDENDUM 10

JOHNSTOWN FARMS FILING NO. 3

CENTENNIAL DRIVE

SHEET C8.01

SCALE: 1" = 20'

I:\2018\18012 - Johnstown F2 and F3\CADD\Sheet Sets\Filing 3 CD's\C8.01 CENTENNIAL DRIVE.dwg tab: CENTENNIAL DRIVE Jun 08, 2022 - 12:43pm JGinther

Preferred Bridge Layout

Layout with Sidewalk (not preferred)

4568151 Pages: 1 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

This Subdivision Development and Improvement Agreement ("Agreement"), made and entered into by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the "Town"), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership (the "Developer") and the JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District").

RECITALS

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

WHEREAS, Developer seeks to develop the Property and to designate such development as Johnstown Farms Filing No. 3 ("Development"); and

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

WHEREAS, the Town Council approved, or will approve, the Final Plat by passage of Resolution 2019-18, containing terms and conditions of approval of the Final Plat, which Resolution is, or will be, attached hereto as **Exhibit B-2** and incorporated herein by this reference ("Resolution"); and

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

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

WHEREAS, the Town, the Developer and the District recognize and agree that the District has obligations with respect to the operation and maintenance of certain Public Improvements, as set forth in **Exhibit B-3**, and is a signatory hereto to affirm those obligations.

AGREEMENT

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

RECITALS

The Recitals are incorporated as if fully set forth herein.

DEFINITIONS

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

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

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

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

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

1.5 **"Dry Utilities"** shall mean electricity, natural gas, cable and telephone.

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

1.7 **"Private Improvements"** shall mean, without limitation, the construction, installation and improvement of privately owned and maintained common improvements including, but not limited to, detention facilities, landscaping, irrigation, fencing, entry signs, parks and open space, trails, postal service boxes, and decorative, non-standard street posts and lighting.

1.8 **"Public Improvements"** shall mean, without limitation, the construction, installation, improvement and dedication of public improvements, including, but not limited to public thoroughfares and streets, sanitary sewer facilities, water line facilities, stormwater

improvements (excluding detention facilities), drainage facilities, irrigation structures, standard street signs and posts and other public facilities and improvements to serve the Development.

1.9 **"Site Development Plan"** shall mean the approved plans for the construction, installation and improvement of the Private Improvements.

1.10 **"Subdivision Improvements"** shall mean the Public Improvements, Private Improvements and Dry-Utilities.

1.11 **"Town"** shall mean the Town of Johnstown, Colorado.

1.12 **"Town Engineer"** shall mean the professional engineer designated by the Town Manager to perform the obligations set forth in this Agreement.

1.13 **"Town Manager"** shall include the Town Manager and his authorized designees.

1.14 **"Town Official"** shall include the Town Manager, Town Attorney, Town Treasurer, Town Engineer, Town Planner and their authorized designees.

SUBDIVISION IMPROVEMENTS

2. Public Improvements

2.1 *Pre- Construction*

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

b. **Civil Engineering Construction Plans:** Prior to commencing construction of the Public Improvements, Developer shall submit the Civil Engineering Construction Plans to the Town Engineer for review. Construction of the Public Improvements shall not commence until the Town provides written notice of approval of the Civil Engineering Construction Plans. Developer shall not thereafter modify the approved Civil Engineering Construction Plans without the written approval of the Town. The Town's review and approval of the Civil Engineering Construction Plans shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Public Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction

and installation, other than negligent designs which are required by the Town over Developer's written objection.

c. **Rights-of-Way, Easements, Permits and Use Tax**: Prior to commencing construction of the Public Improvements, Developer shall acquire, at its own expense, good and sufficient rights-of-way or easements, clear of liens and monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, on all lands and facilities, if any, traversed by the proposed Public Improvements. All such rights-of-way and easements shall be conveyed to the Town and the documents of conveyance shall be furnished to the Town Manager for recording. At the Town's request, Developer shall provide at its sole expense a policy of title insurance insuring title in the Town, free and clear of all liens and monetary encumbrances and other encumbrances that would unreasonably interfere with the Town's intended use of such right-of-way or easement, for all land, property and easements dedicated or conveyed to the Town or for public use. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Public Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

2.2 ***Construction of Public Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 2.1, Developer shall construct the Public Improvements at its own expense in accordance with this Agreement, the Final Plat, the Resolution, the Civil Engineering Construction Plans, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All Public Improvements shall be installed and constructed within the rights-of-way or easements dedicated to the Town. Unless otherwise approved by the Town in writing, all materials used for constructing the Public Improvements shall be new and both workmanship and materials shall be of good quality. In the event of a conflict between the Civil Engineering Construction Plans and any other applicable requirements relating to the Public Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time the Civil Engineering Construction Plans are approved by the Town, the then-current Town development standards are more stringent than or contradict the Civil Engineering Construction Plans, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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

2.4 ***Testing and Inspection***: Developer shall employ, at its own expense, a qualified independent testing company, approved by the Town Engineer, to perform all testing of materials

or construction that may be reasonably required by the Town. Developer shall furnish certified copies of test results to the Town Engineer. At all times during construction of the Public Improvements, the Town shall have the right, but not the duty, to inspect materials and workmanship, at Developer's cost. All materials and work must conform to the Civil Engineering Construction Plans. Any material or work not conforming to the Civil Engineering Construction Plans shall be promptly removed, repaired or replaced, at Developer's expense and to the satisfaction of the Town Engineer.

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

2.6 ***Performance Guarantee***: If Developer seeks, and the Town authorizes the issuance of, building permits prior to the completion of certain of the Public Improvements, Developer shall furnish to the Town a cash escrow deposited with the Town or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("Performance Guarantee") in an amount equal to 110% of the cost of such uncompleted improvements, which cost shall be certified by Developer's professional engineer, licensed in the State of Colorado and approved by the Town Engineer, to secure the installation, improvement and completion of the improvements. The Performance Guarantee shall be released after Initial Acceptance of such improvements.

3. **Private Improvements**

3.1 ***Pre-Construction:*** Prior to commencing construction of the Private Improvements, Developer shall submit a Site Development Plan to the Town. The Site Development Plan shall contain the proposed Private Improvements for the Development, including a plan for detention facilities, an irrigation system, landscaping, fencing, entry-way signage, decorative, non-standard street signs and posts (if any), street lighting, parks and open space, trails and postal service boxes. Landscaping and fencing shall be designed in accordance with the Town's landscape guidelines. Construction of the Private Improvements shall not commence until the Town provides written notice of approval of the Site Development Plan, with the exception of approval of the school bus shelters, which must be approved by the school district. Developer shall not thereafter modify the approved Site Development Plan without the written approval of the Town. The Town's review and approval of the Site Development Plan shall not limit or affect Developer's responsibility or liability for design, construction and installation of the Private Improvements, and Developer agrees to save and hold the Town harmless from any claims, fault or negligence attributable to such design, construction and installation, other than negligent designs which are required by the Town over Developer's written objection. In addition, Developer shall obtain all the requisite permits and licenses necessary for construction of the Private Improvements. Developer shall also pay all applicable use tax due and owing to the Town.

3.2 ***Construction of Private Improvements:*** Upon satisfaction of the conditions set forth in Paragraph 3.1, Developer shall construct the Private Improvements at its own expense in accordance with the terms of this Agreement, the Final Plat, the Resolution, the Site Development Plan, the Town's ordinances, resolutions and regulations and all other applicable laws and regulations. All landscaping services shall be performed by a professional landscape architect or engineer. Unless otherwise approved by the Town in writing, all materials used for constructing the Private Improvements shall be new and both workmanship and materials shall be of good quality. In the event of a conflict between the Site Development Plan and/or the Civil Engineering Construction Plans and any other applicable requirements relating to the Private Improvements, including without limitation, the Final Plat, the Resolution and the Town's ordinances, regulations and resolutions, the Developer and the Town shall confer to determine the appropriate interpretation. The Town and Developer acknowledge a general presumption that the Site Development Plan and the Civil Engineering Construction Plans control the rights and obligations of the parties, but also recognize that, if at the time of approval of the Site Development Plan or the Civil Engineering Construction Plans, as applicable, Town development standards are more stringent than or contradict the Site Development Plan or the Civil Engineering Construction Plans, respectively, then Town development standards may be applied. The Town Manager, or the Town Manager's designee, shall make a final determination with respect to the interpretation.

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

3.4 ***Completion of Private Improvements:*** Unless otherwise agreed in writing by the Town Manager, the Private Improvements shall be completed no later than the date that the Public Improvements are completed, unless such completion date is extended for reasons beyond the reasonable control of Developer and Developer has obtained the Town Manager's written consent to the extension. The Town shall allow Developer to defer completion of the landscaping services between December 1 and March 1 of any given year provided that sufficient surety in the form of a cash escrow deposited with the Town, bond or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary is provided to the Town.

3.5 ***Replacement of Private Improvements:*** As replacement of the improvements is necessary and warranted over time, the Private Improvements shall be replaced by, as appropriate, the Developer, the homeowner's association or a metropolitan or special district. The Town shall not be responsible for replacement of the Private Improvements.

4. **Dry-Utilities**

4.1 ***Utilities:*** Developer shall obtain all proper conveyances and arrangements for the installation and provision of the Dry Utilities to serve the Development. Developer shall provide proof of such conveyances and arrangements to the Town, which proof may be in the form of

contracts for such services, no later than the date that the Public Improvements are completed. Notwithstanding the foregoing, the Town shall not withhold issuance of building permits for the Development on the basis that the Dry Utilities, or any portion thereof, have not been completed; provided, however, the Town shall have the right to withhold issuance of certificates of occupancy for any improvements to be served by any Dry Utilities that have not been completed.

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

ACCEPTANCE OF SUBDIVISION IMPROVEMENTS

5.0 ***Phasing of Subdivision Improvements***. Notwithstanding any contrary provision of the Agreement, the Town acknowledges that Developer intends to construct and install the Subdivision Improvements, including without limitation, the Public Improvements, in phases as such Subdivision Improvements are necessary to serve the applicable portion of the Development, which phasing and phases are pursuant to the approved Civil Engineering Construction Plans. The Town agrees that all references in Paragraph 5 of the Agreement to Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements shall mean a particular phase of those Public Improvements, Private Improvements, Dry Utilities and Subdivision Improvements serving the Development. For the avoidance of doubt, the Town shall, subject to the terms of the Agreement, grant Initial Acceptance and Final Acceptance for a "phase" and shall release and/or reduce, as applicable, the Performance Guarantee and Maintenance Guarantee applicable to such "phase" of the Subdivision Improvements upon Initial Acceptance and Final Acceptance, respectively, notwithstanding that other of the Subdivision Improvements required for other phases of the Development have not been completed.

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

After the receipt of the written application, the Town shall use reasonable efforts to promptly inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements. If the

Subdivision Improvements are not satisfactory, the Town shall prepare a detailed written description of all Subdivision Improvements which are not in compliance with the Approved Plans, subject to any changes that have been approved by the Town and any changes that have been required by the Town as a result of any unforeseen engineering design issues. Such report shall be delivered to Developer. After curing the defects, Developer shall make a renewed written application to the Town for re-inspection of the Subdivision Improvements, which written application shall contain the items set forth above. The Town shall thereafter use reasonable efforts to promptly re-inspect the Subdivision Improvements. If the Subdivision Improvements are satisfactory, Developer shall be entitled to Initial Acceptance of the Public Improvements upon receipt of the Maintenance Guarantee and written approval of the Private Improvements.

5.2 ***Maintenance Guarantee.*** Contemporaneously with Initial Acceptance of the applicable phase of the Subdivision Improvements, Developer shall provide the Town with a maintenance guarantee in the form of a cash escrow deposited with the Town, a bond or an irrevocable letter of credit in the form attached hereto as **Exhibit D** in which the Town is designated as the beneficiary ("**Maintenance Guarantee**"). The Maintenance Guarantee shall equal fifteen percent (15%) of the total cost of the Subdivision Improvements. The Maintenance Guarantee shall warrant and guarantee all expenses and costs for maintenance, repairs and replacements of the Subdivision Improvements until Final Acceptance of the same. The Maintenance Guarantee for such phase of the Subdivision Improvements shall be released upon Final Acceptance of the Subdivision Improvements for such phase.

5.3 ***Delivery of Initial Acceptance.*** Upon satisfaction of the conditions set forth above in Paragraphs 5.1 and 5.2, the Town shall provide written notice of Initial Acceptance of the Public Improvements and written approval of the Private Improvements to Developer. The Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks, but the Town may, in its discretion but subject to Paragraph 3.4, withhold the issuance of certificates of occupancy based on such incomplete improvements. The Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift.

5.4 ***Maintenance, Repair and Replacement***: Until Final Acceptance of the Public Improvements, Developer shall promptly perform all maintenance and make all repairs and replacements of all defects or failures of the Public Improvements at Developer's expense. If, within ten (10) business days after Developer's receipt of written notice from the Town requesting such maintenance, repairs or replacements, Developer shall not have given written notice to the Town of Developer's intended corrective action and thereafter commenced such corrective action within a reasonable time, not to exceed an additional five (5) business days, the Town may make

such maintenance, repair or replacement at Developer's expense and shall be entitled to draw upon the Maintenance Guarantee, either before undertaking to make such repairs or at any time thereafter or the Town may charge Developer for the costs thereof. In case of emergency, as determined by the Town, such written notice shall be deemed waived and the Town may proceed as it deems necessary at the expense of Developer or the issuers of the Maintenance Guarantee. Notwithstanding the foregoing, upon Initial Acceptance, the Town shall be responsible for routine maintenance of the Public Improvements (street sweeping, snow removal, etc.) and the Developer shall be responsible for all maintenance, repairs and replacement of the Private Improvements.

5.5 ***Final Acceptance***: Two (2) years after the Town's Initial Acceptance of the applicable Subdivision Improvements, Developer shall make a written request to the Town Manager for a final inspection of the Subdivision Improvements (**"Final Acceptance"**). If the Town Engineer determines that the Public Improvements are free of defects in materials and workmanship and have been repaired and maintained to the extent required, the Town Manager shall provide a written certification of completion and Final Acceptance. If the Town Engineer determines that the Public Improvements are not free of defects in materials and workmanship and have not been repaired and maintained to the extent required, the Town Manager shall issue a written notice of non-compliance specifying the defects. Developer shall take such action as is necessary to cure the noncompliance and, upon curing the same, provide a new written request to the Town Manager for a final inspection of the Public Improvements. Failure of the Developer to make a timely request for Final Acceptance shall not limit the Town's rights hereunder nor shall it limit the Town's right to utilize or operate the Public Improvements as the Town deems appropriate.

5.6 ***Homeowners Association:*** Prior to Final Acceptance and prior to the sale of lots or homes in the Development, Developer shall establish a homeowners association for the Development or the Developer may establish and utilize a Title 32 metropolitan district in lieu of a homeowners association for the Development. Developer shall provide the Town with proposed covenants, bylaws and articles of incorporation for the homeowners association. Upon written approval of the covenants, bylaws and articles of incorporation by the Town, the same shall be recorded with the appropriate County Clerk and Recorder and the homeowners association shall thereafter be deemed to be established.

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

WATER AND SEWER SERVICE

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

BUILDING PERMITS

7.1 The Town shall not issue building permits or install water meters for the Development until: (1) the Final Plat has been recorded with the Weld County Clerk and Recorder; (2) Developer has paid all applicable use tax due and owing to the Town and all other fees required by the Town, including but not limited to water and tap fees, impact fees, storm drainage fees and cash-in-lieu payments due, if any, to the Thompson School District R2-J or the Weld County School District RE-5J; (3) Developer has received written notice of Initial Acceptance of the Public Improvements and written notice of approval of the Private Improvements, with the exception of the improvements for which the Town has authorized an extension of time to complete; (4) meter and curb stop pass inspection; (5) the parties have entered into a Water and Sewer Service Agreement; (6) Developer has established a homeowners association as set forth in Paragraph 5.6 above; and (7) all terms of this Agreement have been faithfully kept by Developer. Notwithstanding Paragraph 7.1 to the contrary, Developer shall not be required to establish a homeowners association for the Development if the Developer has established a Title 32 metropolitan district for the Development responsible for covenant enforcement.

7.2 Notwithstanding any provision of Paragraph 7.1 to the contrary, reference to "Subdivision Improvements" therein shall mean the applicable phase of the Subdivision Improvements and the Town may issue written notice of Initial Acceptance of the applicable phase of the Subdivision Improvements prior to completion of certain of the less critical improvements, as determined and agreed upon by the Town in its sole discretion; provided, however, the Town shall not withhold issuance of any notice of Initial Acceptance on the basis of any incomplete landscaping or sidewalks; and provided, further, however that the Town may, in its discretion, agree not to withhold the issuance of a notice of Initial Acceptance if the top lift of the asphalt is not complete on the condition that Developer complete the top lift when required by the Town and provide a Performance Guarantee for the improvement as described in Paragraph 2.6, which Performance Guarantee will be released upon completion of the top lift, at which time Developer shall provide a two-year Maintenance Guarantee for the top lift. Subject to Paragraph 3.4, the Town shall have the right to withhold issuance of certificates of occupancy for the improvements to be served by any Subdivision Improvements, including landscaping, sidewalks and top lift of asphalt, that have not been completed.

7.3 If the Developer is not in compliance with this Agreement, the Final Plat, the Resolution or the Approved Plans, the Town may withhold the issuance of building permits. Notwithstanding the foregoing, if, subsequent to Initial Acceptance, parcels of the Property have been sold to third parties and there are multiple Developers, as that term is defined herein, bound

by this Agreement, then the Town agrees not to withhold building permits with respect to the portion of the Development owned and being developed by Developers that are in compliance with this Agreement, subject to Paragraph 4.1 above.

OPERATION STANDARDS

8.1 The operation of construction equipment outside an enclosed structure shall be prohibited between the hours of 8:00 p.m. and, on weekdays, the hour of 7:00 a.m. or, on weekends and legal holidays, the hour of 8:00 a.m. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.2 The operation of construction equipment for the purpose of grading or constructing either surface improvements or underground utilities, either public or private, shall be prohibited between the hours of 8:00 p.m. and 7:00 a.m. on weekdays and 4:00 p.m. and 8:00 a.m. on legal holidays and weekends. The Town Manager may, upon written application, alter the hours of operation for good cause by providing written notice to Developer.

8.3 Each Developer agrees to control the weeds growing within the portion of the Development owned by such Developer, and to use herbicide as permitted by the Town and undertake mowing of the portion of the Development owned by such Developer.

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

8.5 When the Town Engineer provides written notice that erosion, by wind or water, is likely to be an issue, Developer shall install temporary or permanent erosion control into the Development at the earliest practicable time. By way of explanation and without limitation, said control may consist of seeding of approved grasses, temporary dikes, gabions or other similar devices.

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

8.7 Developer shall use commercially reasonable efforts to cause Developer's subcontractors to cooperate with the Town's construction inspectors, including, but not limited to,

ceasing operations upon notice from the Town when winds are of such velocity that the Town has determined, in its reasonable discretion, that blowing dust from the Development is hazardous to the public health and welfare.

8.8 Developer shall take all steps necessary to prevent its construction activities from damaging adjacent properties.

DEVELOPMENT STANDARDS

9.1 Developer shall comply with the requirements contained in the Annexation Agreement related to the Property, except as specifically amended by this Agreement.

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

9.3 Appropriate design standards must be met including, but not limited to, the following:

A. Developer shall submit detailed elevations showing architectural features of the proposed dwelling units. Architectural features, elevations and home sites shall have prior approval of the Town. Such approvals shall not be unreasonably withheld.

B. All proposed multi-family areas and all other areas not planned for detached single family units must be the subject of a Site Development Plan to be reviewed and approved by the Town prior to any construction being performed.

C. All off-street parking structures or pads shall be provided to the rear of the front setback. Driveways leading to the off-street parking may be constructed within the front setback and may also be used for parking.

D. In areas built with single family homes, no individual unit shall be built with the same elevation within three (3) of itself on both sides of the street and all units shall have at least a two-car garage, except the multi-family homes.

E. In areas built with single family homes, at least twenty-five percent (25%) of the facade of each dwelling unit, excluding windows, doors, and garage doors, shall be of masonry, stone, brick, or an equivalent. All roofs shall have thirty (30) year architectural style shingles. Any shingle type or style other than architectural style shingles shall be submitted to the Town

for prior approval, but three-tab conventional asphalt shingle roofing shall not be permitted.

F. All trails within the Development must be a minimum of ten (10) feet wide and six (6) inches thick and constructed of concrete. Interior sidewalks shall be a minimum of five (5) feet wide, four (4) inches thick and constructed of concrete.

G. To provide for emergency vehicular access, no structure shall be located in excess of one hundred and fifty feet (150'), excluding cul-de-sacs, from a single point of vehicular access unless an approved temporary second point of vehicular access is provided.

H. Current Municipal Code required setbacks must be met, including, but not limited to, setback requirements for oil and gas facilities.

I. A thirty-foot landscape buffer and a ten-foot meandering sidewalk, which shall be six inches thick, shall be constructed along any proposed arterial roads. The landscape buffer shall be landscaped with deciduous trees and evergreens along with deciduous shrub beds and bluegrass in accordance with the Town's approved landscape plan. Curb and gutter shall be provided in the same locations as the before mentioned sidewalks and landscape buffers. All local streets shall have five-foot attached sidewalks and collector streets shall have five-foot detached sidewalks and shall be landscaped with trees and grass.

9.4 The design standards set forth in this Paragraph 9.3 may be modified by Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan (FDP) for the Development. In the event of a conflict between this Paragraph 9.3 and the Civil Engineering Construction Plans, the Site Development Plan and/or the final development plan approved by the Town for the Development, such Civil Engineering Construction Plans, Site Development Plan and final development plan shall control.

9.5 All Final Plat and construction drawings shall be submitted in mylar, print, and digital form, which must conform to the Town's format and content requirements.

9.6 Developer shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. All drainage and holding ponds shall be kept free of standing water by whatever means possible including, but not limited to, pumping water out of any holding ponds.

LIABILITY, INSURANCE AND COST REIMBURSEMENT

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

10.2 ***Insurance:*** Developer shall maintain for itself, and shall cause its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of the Subdivision Improvements to maintain, such liability insurance including general liability, contractors liability, professional liability, comprehensive automobile liability and sufficient public liability insurance as will protect the Town, Town Officials, its employees, agents and representatives against any and all potential liability, claims, damage, demands, losses, and expenses which may be incurred or asserted pursuant to Paragraph 10.1 above. Liability insurance shall be in the minimum amount of One Million Dollars ($1,000,000.00), or such greater amounts as may be established by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as may be amended. Whenever requested by the Town Manager, Developer agrees to promptly submit certificates of insurance evidencing sufficient amounts, types and duration of insurance and which show the Town, Town Officials, its employees, agents and representatives as additional insureds. Developer shall not be relieved of any liability, claims, demands or other obligations assumed or set forth in this Development Agreement by reason of its failure to procure or maintain such insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types. In addition to the insurance specified above, Developer shall maintain workers compensation insurance, if so required by law, and shall require its contractors, subcontractors, representatives and agents engaged in the design, construction or installation of improvements to maintain workers compensation insurance in the amount required by law. For clarity, Developer shall not be required to procure or maintain insurance for its contractors, subcontractors, representatives or agents, but shall require that its contractors, subcontractors, representatives or agents such insurance be procure and maintain such insurance.

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

Paragraph 10.2 shall apply to each Developer only to the extent of such claims or costs arising in connection with such Developer's act or omission.

10.4 ***Tax Liability***: Developer shall pay all outstanding taxes, encumbrances or obligations on any property dedicated or conveyed to the Town prior to or at the time of such dedication or conveyance, and shall indemnify and hold the Town harmless from any and all encumbrances, obligations or tax liability incurred prior to the dedication or conveyance to the Town. Any use tax due for construction materials shall be paid prior to construction of any improvements on the Property.

10.5 ***Cost Reimbursement to Town***: Developer shall reimburse the Town for the Town's reasonable and customary out-of-pocket costs of professional consultants, including, but not limited to engineers, testing companies and attorneys, engaged by the Town to process and complete the Development. For the avoidance of doubt, if there is more than one Developer at any given time with respect to the Property, the obligation of each Developer under this Paragraph 10.5 of the Agreement shall relate only to the applicable development application or permit application submitted by or on behalf of such Developer.

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

DEFAULTS AND REMEDIES

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

11.2 If the default arises subsequent to Initial Acceptance and the default is not timely cured, the Town may draw on the Maintenance Guarantee. If the default relates to the improvement secured by the Performance Guarantee and the default is not timely cured, the Town may draw on the Performance Guarantee. In addition, if the default is not timely cured, the Town may withhold approval of any or all building permits, certificates of occupancy, water meters or

tap hook-up for the portion of the Development to be served by the Subdivision Improvements that are the subject of such default, the scope of which is subject to the Town's sole discretion. Notwithstanding these rights and remedies, the Town may pursue whatever additional remedies it may have against Developer or anyone, either at law, equity or pursuant to this Agreement. The Town's remedies shall be cumulative.

11.3 Should Developer default in any obligation under this Agreement, the Town may, in its discretion, complete such Subdivision Improvements at Developer's expense. The Town shall estimate the cost of such improvements and give notice to Developer to pay such cost estimate. The Town shall use such payment for said improvements and refund any money collected in excess of the actual cost of said improvements. Should payment not be made within thirty (30) days of such notice, the Town may assess the amount of the cost estimate, plus ten percent (10%) to defray the cost of collection as provided by state law, to the Property and file a lien against the Property, such lien to have priority over all liens except general taxes and prior special assessments and to be placed upon the tax list for the current year to be collected in the same manner as taxes are collected. The Town may file such lien at any time after said thirty (30) days while Developer is in default of this Agreement.

SPECIAL PROVISIONS

12.1 The Additional Terms, Conditions or Provisions relating to this Development are set forth in **Exhibit B-3**, which is attached hereto, incorporated herein by this reference, and made a part of this Agreement.

MISCELLANEOUS

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

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

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

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

13.5 ***Transfer or Assignments***: In the event of a sale or transfer of any portion of the Development, except to a bona fide residential home buyer of a completed owner-occupied home, the seller or transferor and the purchaser or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless such purchaser or transferee assumes in writing all obligations under this Agreement with respect to such portion of the Development and a copy of such assumption is delivered to the Town.

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

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

TO DEVELOPER:

TF JOHNSTOWN FARMS, L.P.
c/o Starwood Land Advisors, LLC
385 Inverness Parkway, Suite 310
Englewood, CO 80112
Attention: Craig K. Campbell, President West Region
Email: ccampbell@starwoodland.com

And to:

Starwood Land Advisors, LLC
6310 Capital Drive, Suite 130
Lakewood Ranch, FL 34202
Attention: CFO or CEO

TO THE DISTRICT:

Johnstown Farms Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
Attention: Blair Dickhoner, Esq.
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 80122

JOHNSTOWN FARMS METROPOLITAN DISTRICT

TO TOWN:

TOWN OF JOHNSTOWN
Attention: TOWN MANAGER
450 So. Parish
P. O. Box 609
Johnstown, CO 80534
Facsimile: (970) 587-0141
Email: rcello@townofjohnstown.com
And to:

Avi S. Rocklin, Esq.
Law Office of Avi S. Rocklin, LLC
1437 N. Denver Avenue, No. 330
Loveland, CO 80538
Facsimile: (970) 797-1806
Email: avi@rocklinlaw.com

13.8 ***Costs and Attorney Fees.*** If the Developer breaches this Agreement, the Developer shall pay the Town's reasonable costs and expenses, including attorney's fees, incurred in the enforcement of the terms, conditions and obligations of this Agreement. Nothing herein shall be construed to prevent or interfere with the Town's rights and remedies specified elsewhere in the Agreement.

13.9 ***Vested Right.*** The Final Plat shall have vested rights pursuant to §§ 24-68-101, *et seq.*, C.R.S. for a period of three (3) years from the date of this Agreement.

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

13.11 ***Governing Law and Venue.*** This Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and Municipal Code of the Town of Johnstown.

Venue for any claim, proceeding or action arising out of this Agreement shall be in Larimer or Weld County, Colorado.

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

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

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

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

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

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

[signature pages follow this page]

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement, the parties have set their hands below on this 2 day of December, 2019.

DEVELOPER:

TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership

By: _____
Name: Craig Campbell
Title: Authorized Signatory

STATE OF COLORADO _____)
) ss:
[CITY AND] COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me as of the 2nd day of December__, 2019, by Craig Campbell__, as _Authorized Signatory_ of TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

WITNESS my hand and official seal.

Megan Elizabeth O'Brien-Jenkins
Notary Public
State of Colorado
Notary ID 20174020333
My Commission Expires May 12, 2021

Megan Elizabeth O'Brien-Jenkins
Notary Public

My Commission Expires: May 12, 2021

TOWN:

TOWN OF JOHNSTOWN, COLORADO, a home rule municipal corporation of the State of Colorado

By: _____
Gary Lebsack, Mayor

THE TOWN OF JOHNSTOWN SEAL JOHNSTOWN, CO

ATTEST:

By: _____
Diana Seele, Town Clerk

APPROVED AS TO THE DISTRICT OBLIGATIONS CONTAINED IN PARAGRAPH 1 OF EXHIBIT B-3:

DISTRICT:

JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: CRAIG CAMPBELL
Title: AUTHORIZED SIGNATORY

ATTEST:

By: _____
_____, Secretary

SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR THE TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

EXHIBITS

TABLE OF CONTENTS

EXHIBIT A

LEGAL DESCRIPTION
(Property)

(FOLLOWS THIS PAGE)

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

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03" EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 36°08'54" EAST, A DISTANCE OF 101.74 FEET TO THE **POINT OF BEGINNING**;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 62°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE **POINT OF BEGINNING**.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

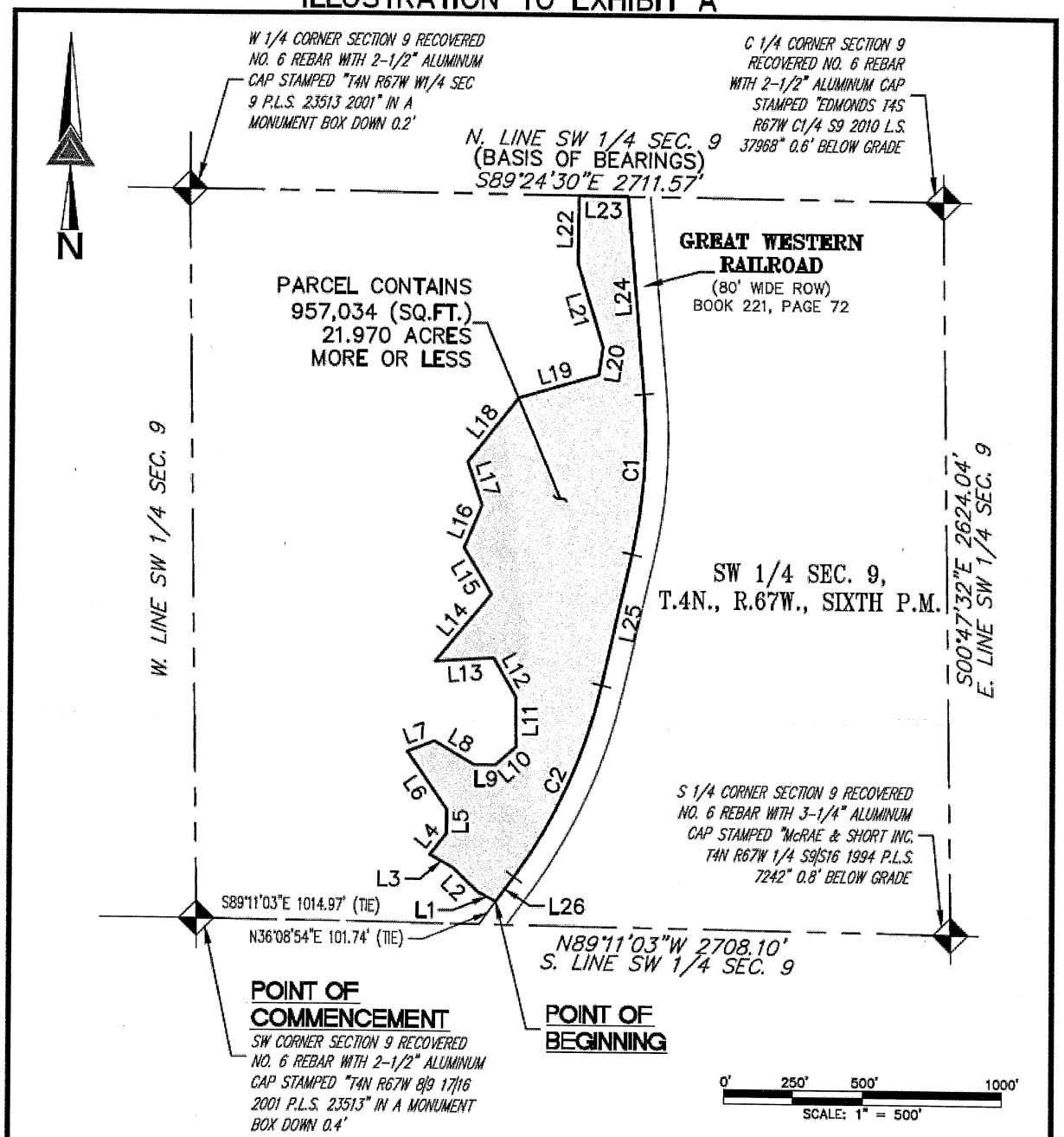
EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
SHAUN D. LEE
38158
10/16/19
PROFESSIONAL LAND SURVEYOR

PREPARED BY:

SHAUN D. LEE, PLS 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE. SUITE 1, LITTLETON CO 80122
303.327.7488
AZTEC JOB NO. 54818-37

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:	AZTEC CONSULTANTS, INC.	ILLUSTRATION TO EXHIBIT A
DWG NAME: PARCEL A – PLAT.DWG	300 East Mineral Ave, Suite 1 Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
DWG: CWB CHK: SDL		WELD COUNTY, COLORADO
DATE: 10/16/2019		JOB NUMBER 54818-37
SCALE: 1" = 500'	Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS	3 OF 4 SHEETS

ILLUSTRATION TO EXHIBIT A

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°56'25"W	71.96'
L2	N46°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N34°32'15"W	252.50'
L7	N68°44'13"E	104.57'
L8	S59°40'57"E	166.01'
L9	N90°00'00"E	75.86'
L10	N48°25'30"E	98.93'
L11	N00°51'35"W	178.22'
L12	N29°49'13"W	160.73'
L13	S86°13'22"W	210.38'
L14	N39°39'32"E	314.41'
L15	N30°51'09"W	193.10'
L16	N22°16'35"E	164.82'
L17	N18°23'04"W	163.95'
L18	N38°14'03"E	293.89'
L19	N73°48'58"E	301.18'
L20	N08°16'54"E	101.30'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N17°05'56"W	312.42'
L22	N00°35'30"E	243.05'
L23	S89°24'30"E	177.69'
L24	S04°54'49"E	710.16'
L25	S12°48'08"W	482.40'
L26	S36°08'54"W	108.94'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	17°42'57"	1870.10'	578.23'
C2	23°20'46"	1870.10'	762.00'

NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:
DWG NAME: PARCEL A – PLAT.DWG
DWG: CWB CHK: SDL
DATE: 10/16/2019
SCALE: N/A

AZTEC CONSULTANTS, INC.
360 East Mineral Ave, Suite 1
Littleton, Colorado 80122
Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com
Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS

ILLUSTRATION TO EXHIBIT A
SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
WELD COUNTY, COLORADO
JOB NUMBER 54818-37 4 OF 4 SHEETS

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

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

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 9, WHENCE THE WEST QUARTER CORNER OF SAID SECTION 9 BEARS NORTH 89°24'30" WEST, A DISTANCE OF 2,711.57 FEET, ALL BEARINGS HEREON ARE REFERENCED TO THIS LINE;

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2,624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1,595.06 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;
3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;
5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1,052.88 FEET TO THE **POINT OF BEGINNING**;

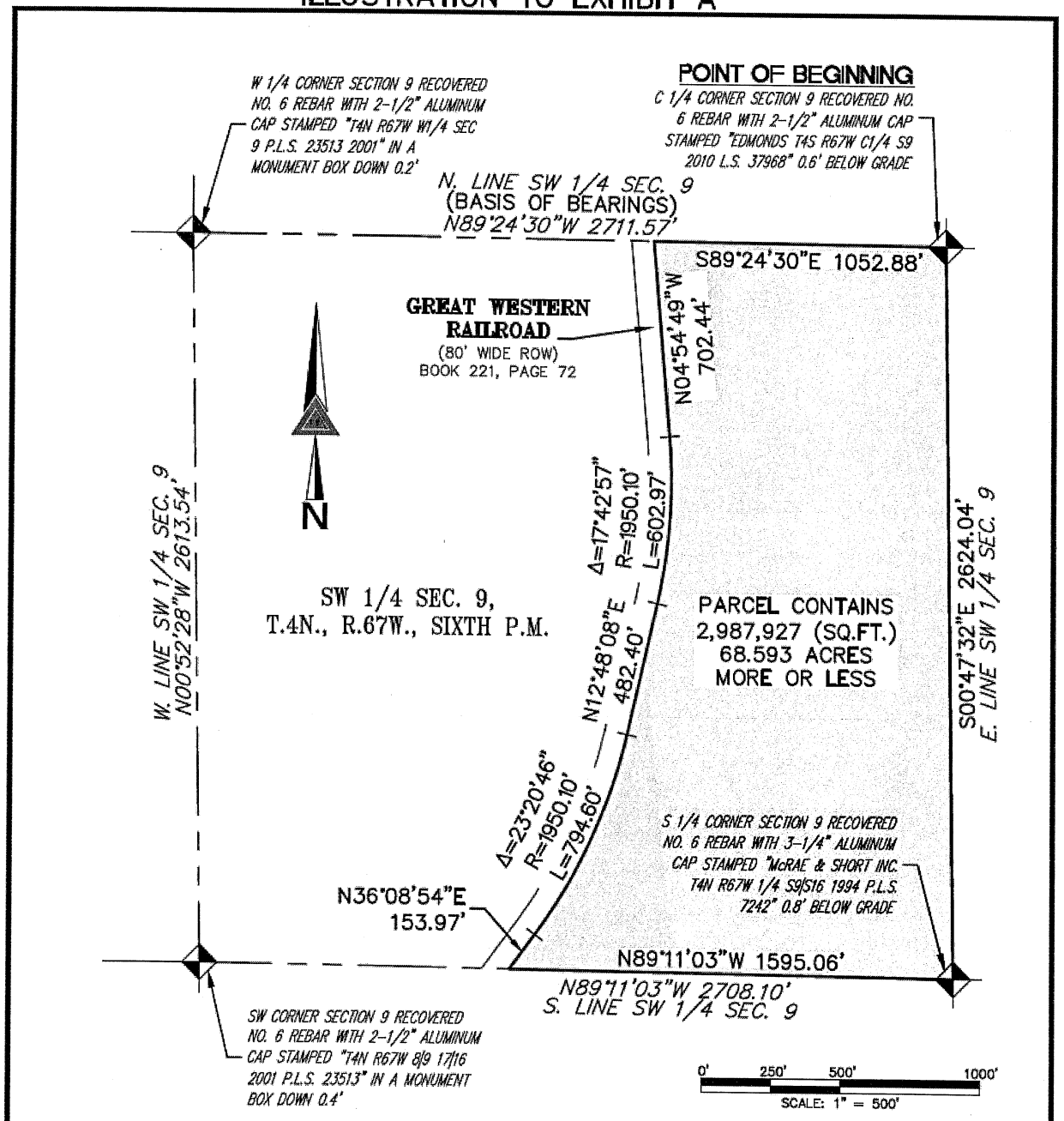
CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

COLORADO LICENSED
SHAUN D. LEE
38158
8/19/19
PROFESSIONAL LAND SURVEYOR

SHAUN D. LEE PLS NO. 38158
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 E. MINERAL AVE., SUITE 1, LITTLETON, CO 80122
303-713-1898

ILLUSTRATION TO EXHIBIT A



NOTE: THIS DRAWING DOES NOT REPRESENT A MONUMENTED LAND SURVEY AND IS ONLY INTENDED TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

PATH:	AZTEC CONSULTANTS, INC.	PARCEL B
DWG NAME: PARCEL B.DWG	300 East Mineral Ave, Suite J Littleton, Colorado 80122 Phone: (303)713-1898 Fax: (303)713-1897 www.aztecconsultants.com	SW 1/4 SEC. 9, T4N, R67W, 6TH P.M.
DWG: YM CHK: SDL		WELD COUNTY, COLORADO
DATE: 8/16/2019	Q:\54818-37 – Johnstown Farms Filing No. 3\Dwg\EXHIBITS	JOB NUMBER 54818-37 2 OF 2 SHEETS
SCALE: 1" = 500'		

EXHIBIT B-1

PLAT OR PLAN

(FOLLOWS THIS PAGE)

To of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80534

4568151 Pages: 31 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County,

Item #5.

JOHNSTOWN FARMS FILING NO. 3

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS

CERTIFICATE OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT **JOHNSTOWN FARMS FILING NO. 3**, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY

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

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03"EAST A DISTANCE OF 1014.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN BOOK 221, PAGE 72 IN THE RECORDS OF THE CLERK AND RECORDER OF SAID WELD COUNTY;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, NORTH 38°08'54"EAST, A DISTANCE OF 101.74 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 82°56'25" WEST, A DISTANCE OF 71.96 FEET;

THENCE NORTH 46°04'50" WEST, A DISTANCE OF 124.78 FEET;

THENCE NORTH 61°02'08" WEST, A DISTANCE OF 96.44 FEET;

THENCE NORTH 38°13'50" EAST, A DISTANCE OF 97.60 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 84.23 FEET;

THENCE NORTH 34°32'15" WEST, A DISTANCE OF 252.50 FEET;

THENCE NORTH 68°44'13" EAST, A DISTANCE OF 104.57 FEET;

THENCE SOUTH 59°40'57" EAST, A DISTANCE OF 166.01 FEET;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 75.86 FEET;

THENCE NORTH 48°25'30" EAST, A DISTANCE OF 98.93 FEET;

THENCE NORTH 00°51'35" WEST, A DISTANCE OF 178.22 FEET;

THENCE NORTH 29°49'13" WEST, A DISTANCE OF 160.73 FEET;

THENCE SOUTH 86°13'22" WEST, A DISTANCE OF 210.38 FEET;

THENCE NORTH 39°39'32" EAST, A DISTANCE OF 314.41 FEET;

THENCE NORTH 30°51'09" WEST, A DISTANCE OF 193.10 FEET;

THENCE NORTH 22°16'35" EAST, A DISTANCE OF 164.82 FEET;

THENCE NORTH 18°23'04" WEST, A DISTANCE OF 163.95 FEET;

THENCE NORTH 38°14'03" EAST, A DISTANCE OF 293.89 FEET;

THENCE NORTH 73°48'58" EAST, A DISTANCE OF 301.18 FEET;

THENCE NORTH 08°16'54" EAST, A DISTANCE OF 101.30 FEET;

THENCE NORTH 17°05'56" WEST, A DISTANCE OF 312.42 FEET;

THENCE NORTH 00°35'30" EAST, A DISTANCE OF 243.05 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 177.69 FEET TO SAID WESTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1870.10 FEET;
2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET, TO A POINT OF TANGENCY;
3. SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1870.10 FEET;
4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'48", AN ARC LENGTH OF 762.00 FEET, TO A POINT OF TANGENCY;
5. SOUTH 36°08'54" WEST, A DISTANCE OF 108.94 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 21.970 ACRES, (957,034 SQUARE FEET), MORE OR LESS.

PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 9;

THENCE ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SOUTH 89°11'03"EAST A DISTANCE OF 1113.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF GREAT WESTERN RAILROAD AS RECORDED IN SAID BOOK 221, PAGE 72, ALSO BEING THE POINT OF BEGINNING;

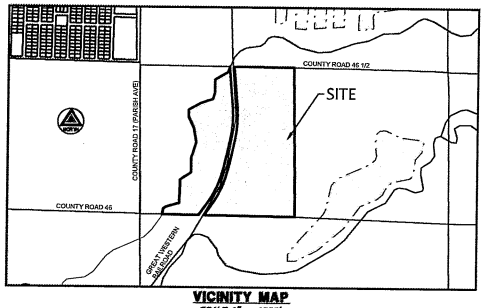
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES;

1. NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1950.10 FEET;
2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'48", AN ARC LENGTH OF 794.60 FEET, TO A POINT OF TANGENCY;
3. NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1950.10 FEET;
4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET, TO A POINT OF TANGENCY;
5. NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

TRACT OWNERSHIP AND USAGE

1. TRACT A IS FOR OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE TOWN OF JOHNSTOWN; PROVIDED HOWEVER, JOHNSTOWN FARMS METROPOLITAN DISTRICT WILL BE RESPONSIBLE FOR MOWING AND WEED CONTROL THEREON AND IS HEREBY GRANTED AN EASEMENT OVER TRACT A FOR SUCH PURPOSES.
2. TRACTS B, C, D, E, F, AND G, ARE FOR PRIVATE OPEN SPACE PURPOSES AND WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION (HOA).

* TRACTS INDICATED FOR OWNERSHIP AND MAINTENANCE BY HOA SHALL MEAN AN OWNERS ASSOCIATION FORMED FOR THE PROPERTY SUBJECT TO THIS PLAT; HOWEVER, SUCH TRACTS MAY ALTERNATIVELY BE CONVEYED TO JOHNSTOWN FARMS METROPOLITAN DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR OWNERSHIP AND MAINTENANCE.



VICINITY MAP
SCALE 1" = 1000'

CERTIFICATE OF DEDICATION CONTINUED

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE CENTER CORNER OF SECTION 9 AND THE EAST LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID EAST LINE, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 68.593 ACRES, (2,987,927 SQUARE FEET), MORE OR LESS. TOGETHER WITH AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY EXISTING AND/OR OF PUBLIC RECORD, SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.

DO HEREBY SUBDIVIDE THE SAME INTO THE LOTS, BLOCKS, TRACTS, OUTLOTS, RIGHTS-OF WAY AND EASEMENTS AS SHOWN ON THIS MAP AND DO HEREBY DESIGNATE AND DEDICATE ALL RIGHTS-OF-WAYS AND EASEMENTS AND TRACT A TO THE TOWN OF JOHNSTOWN, UNLESS OTHERWISE NOTED.

LAND SUMMARY CHART

TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
RESIDENTIAL LOTS (241)	1,779,769	40.859	45.11
TRACTS (7)	1,490,356	34.212	37.78
ROW	674,836	15.492	17.11
TOTALS	3,944,961	90.563	100.00

OWNER SIGNATURE

OWNER: TF JOHNSTOWN FARMS L.P., A DELAWARE LIMITED PARTNERSHIP

BY: TF HOLDINGS GP, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
CRAIG CAMPBELL, AUTHORIZED SIGNATORY

STATE OF COLORADO)
} SS.
COUNTY OF WELD)

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME BY CRAIG CAMPBELL, AS AUTHORIZED SIGNATORY OF TF HOLDINGS GP, L.L.C., A DELAWARE LIMITED COMPANY, AS GENERAL PARTNER OF TF JOHNSTOWN FARMS L.P., A DELAWARE LIMITED PARTNERSHIP.

THIS ____ DAY OF _____, 20____.

WITNESS MY HAND AND SEAL:

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

DISTRICT ACCEPTANCE

THE UNDERSIGNED JOHNSTOWN FARMS METROPOLITAN DISTRICT HEREBY ACKNOWLEDGES AND ACCEPTS THE GRANT OF EASEMENTS TO THE UNDERSIGNED AS DESIGNATED AND SHOWN HEREON FOR MAINTENANCE RESPONSIBILITY AS SPECIFIED HEREON.

JOHNSTOWN FARMS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO

BY: _____

NAME: _____

TITLE: _____

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ ____, 20____ BY _____ AS _____ OF JOHNSTOWN FARMS METROPOLITAN DISTRICT, A QUASI-MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TITLE CERTIFICATION

THIS IS TO CERTIFY THAT ON THE _____ DAY OF _____ 20____ A.D., I EXAMINED THE TITLE TO THE PROPERTY AS DESCRIBED HEREON AND ESTABLISHED THAT THE OWNERS AND PROPRIETORS OF RECORD OF THE SAID PROPERTY AS CONSTRUED IN C.R.S. 1973, 31-23-111, ARE THE SAME AS SHOWN HEREON AS OF SAID DATE.

BY: _____ OF FIRST AMERICAN TITLE INSURANCE COMPANY

GENERAL NOTES

1. PER C.R.S. 38-51-106, "ALL LINEAL UNITS DEPICTED ON THIS LAND SURVEY PLAT ARE U.S. SURVEY FEET. ONE METER EQUALS 39.37/12 U.S. SURVEY FEET, EXACTLY ACCORDING TO THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.".
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, OF THE COLORADO REVISED STATUTES.
3. THE PROPERTY DESCRIBED HEREON IS THE SAME AS THE PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-925448-CO, WITH AN EFFECTIVE DATE OF SEPTEMBER 13, 2018 AT 5:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
4. BASIS OF BEARING: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING MONUMENTED AT THE SOUTHWEST CORNER BY A NO.6 REBAR WITH A 2-1/2" ALUMINUM CAP STAMPED " P.L.S. 23513" IN MONUMENT BOX AND AT THE SOUTH QUARTER CORNER BY A NO. 6 REBAR WITH A 3-1/4" ALUMINUM CAP STAMPED "P.L.S. 7242", ASSUMED TO BEAR SOUTH 89°11'03" EAST, A DISTANCE OF 2708.10 FEET.
5. FLOOD ZONE: BASED ON A GRAPHICAL REPRESENTATION OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) NO. 08069C1410F AN EFFECTIVE DATE OF DECEMBER 19, 2006, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN OTHER AREAS-ZONE "X". "ZONE X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN", AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD AREAS ZONE "A", "ZONE A" IS DEFINED AS "AREAS OF 100-YEAR FLOOD; NO BASE FLOOD ELEVATIONS DETERMINED."ALSO, BASED ON A GRAPHICAL REPRESENTATION OF THE PRELIMINARY FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAPS (FIRM) NO. 0869C1410D WITH A PRELIMINARY DATE OF 3/8/2019, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN SPECIAL FLOOD HAZARD AREAS" WITH BASE FLOOD ELEVATION (BFE) OR DEPTH "ZONE AE".

GENERAL NOTES CONTINUED

6. LOTS 1-2, BLOCK 1 WILL NOT BE ISSUED A BUILDING PERMIT UNTIL A LETTER OF MAP REVISION (LOMR) HAS BEEN ISSUED TO REMOVE SAID LOTS FROM THE REGULATORY 100 YEAR FLOODPLAIN.
7. PRIOR TO A SALES CONTRACT FOR ANY LOT, TRACT OR PARCEL WITHIN THIS SUBDIVISION IS EXECUTED, ALL BOUNDARIES OF SAID LOT, TRACT OR PARCEL MUST BE MONUMENTED IN ACCORDANCE WITH STATE STATUTES 12-25-214.38-51-105 OF THE COLORADO REVISED STATUTES.
8. THE PARCEL IMMEDIATELY EAST OF THIS PLAT IS DEVELOPED IN ACCORDANCE WITH USR-1142. AS A RECREATIONAL FACILITY FOR BIKING AND SKIING. USES INCLUDE A MOTORCYCLE COURSE. FUTURE HOME BUYERS SHOULD BE AWARE OF THE POTENTIAL FOR NOISE AND DUST CAUSED BY THIS USE
9. ADJACENT PROPERTIES TO THIS PLAT ARE USED FOR AGRICULTURAL PURPOSES, PLEASE SEE THE WELD COUNTY RIGHT TO FARM STATEMENT ON SHEET 2 OF THIS PLAT.
10. MAINTENANCE DEFINITION: MAINTENANCE IS THE PROCESS OF PRESERVING CAPITAL IMPROVEMENTS, STRUCTURES, DEVELOPMENT, OR SYSTEMS TO MEET ITS FUNCTION OR ORIGINAL INTENT OF THE FACILITY. THIS IS THE PRESERVATION, CONSERVATION, KEEPING IN GOOD CONDITIONS, OPERATING SAFELY, OPERATING EFFICIENTLY, TESTING, INSPECTION, SERVICING, REPAIRING, GRADING, CLEANING, PICKING UP TRASH AND DEBRIS, PEST CONTROL, PAINTING, MOWING, PRUNING, AND PROLONGING OF THESE FACILITIES. MAINTENANCE ALSO INCLUDES THE PROVISION OF FINANCIAL SUPPORT TO MAINTAIN THE FACILITIES. FACILITIES INCLUDE BUT ARE NOT LIMITED TO: LANDSCAPING, OPEN AREAS, GRASS, SHRUBS, TREES, PLAYGROUNDS, SITE FURNITURE AND FIXTURES, RETAINING WALLS, SIGNS, SIDEWALKS, DRAINAGE STRUCTURES SUCH AS PONDS, SWALES, DRAIN PANS, INLETS, AND OUTLET STRUCTURES.
11. UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, WATER METERS AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEES, INCLUDING, WITHOUT LIMITATION, VEGETATION.
12. LOTS AND TRACTS AS PLATTED HEREIN MAY BE REQUIRED TO CONVEY SURFACE DRAINAGE FROM OTHER LOTS AND TRACTS IN THIS FILING. IN ACCORDANCE WITH THE APPROVED GRADING AND 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 IN ACCORDANCE WITH TOWN CRITERIA. 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 OPERATION AND/OR MAINTENANCE COSTS WILL BE ASSESSED TO THE PROPERTY OWNER(S).
13. A RETAINING WALL EASEMENT, AS SHOWN HEREON, IS HEREBY GRANTED TO JOHNSTOWN FARMS METROPOLITAN DISTRICT, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSES OF ACCESS, CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF RETAINING WALLS.
14. EASEMENTS SHOWN HEREON ARE DEDICATED BY THIS PLAT UNLESS OTHERWISE NOTED.

TOWN COUNCIL

THIS PLAT, TO BE KNOWN AS JOHNSTOWN FARMS FILING NO. 3, IS APPROVED AND ACCEPTED BY THE TOWN OF JOHNSTOWN, BY RESOLUTION NUMBER _____, PASSED AND ADOPTED ON FINAL READING AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO

HELD ON THE _____ DAY OF _____, 20___.

BY: _____
MAYOR

ATTEST: _____
TOWN CLERK

SURVEYOR'S STATEMENT

I, SHAUN D. LEE, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAT TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A FIELD SURVEY MADE ON _____, 20___, BY ME OR UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTS EXIST AS SHOWN HEREON; THAT MATHEMATICAL CLOSURE ERRORS ARE LESS THAN 1:50,000 (SECOND ORDER); AND THAT SAID PLAT HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH MONUMENTS, SUBDIVISIONS OR SURVEYING OF LAND AND ALL APPLICABLE PROVISIONS OF THE TOWN OF JOHNSTOWN.
I ATTEST THE ABOVE ON THIS _____DAY OF _____, 20____.

FOR REVIEW

SHAUN D. LEE, PLS NO 38158
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1, LITTLETON, CO 80122

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

NOTICE: PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 8.2.2 THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

DATE OF LATEST REVISION 10-25-2019

STARWOOD LAND ADVISORS, LLC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 5418-07 Drawn By: R.B.A.

CLIENT
REDLAND
1500 WEST CANAL COURT
LITTLETON, COLORADO 80120

DATE OF PREPARATION	09-12-2018
SCALE	N/A
SHEET 1 OF 6	

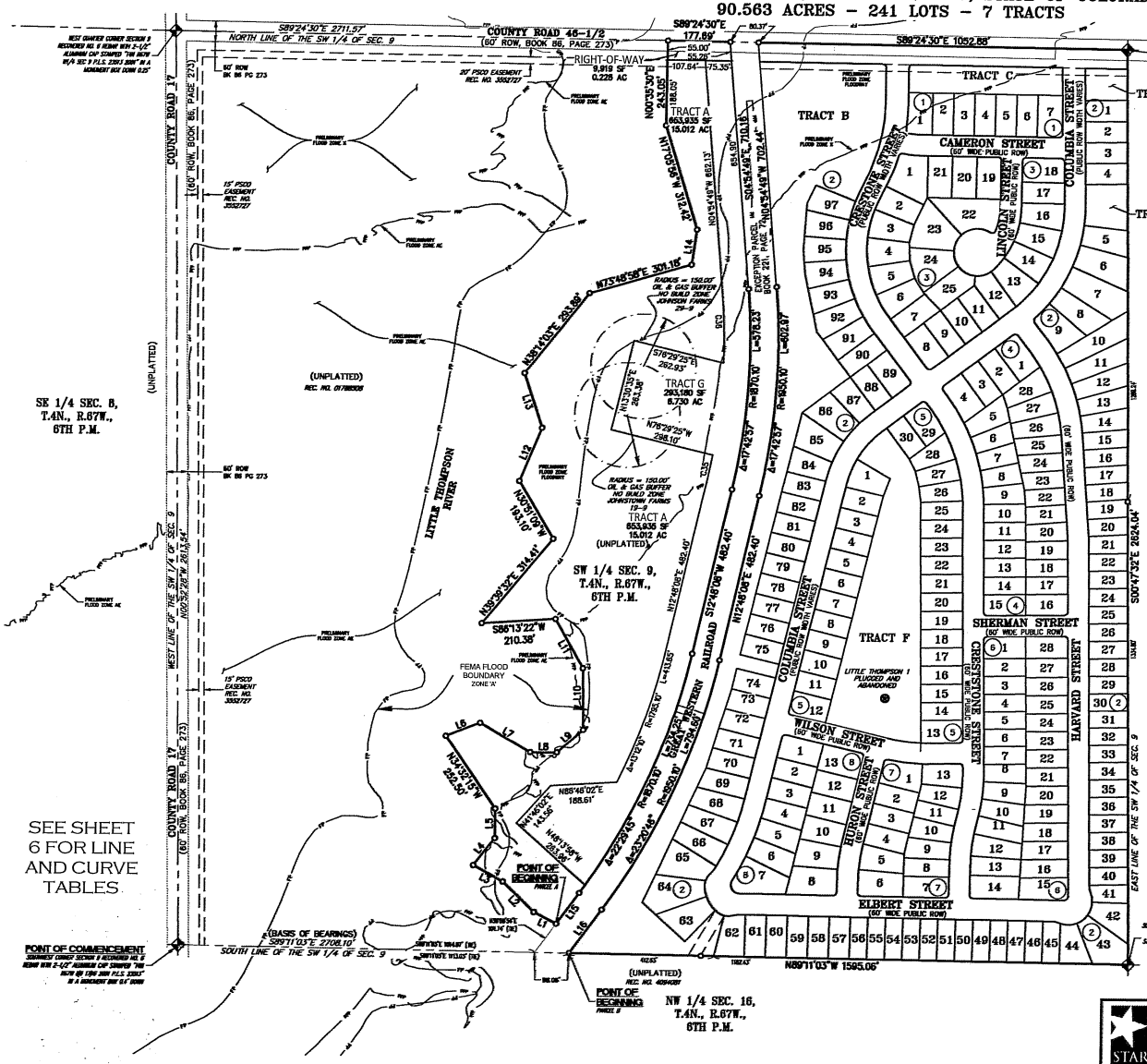
Town of Johnstown
450 S. Parish Ave
P.O. Box 609
Johnstown, CO 80534

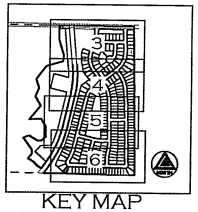
4568151 Pages: 32 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County,

Item #5.

JOHNSTOWN FARMS FILING NO. 3

A PORTION THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS





WELD COUNTY'S RIGHT TO FARM STATEMENT

WELD COUNTY IS ONE OF THE MOST PRODUCTIVE AGRICULTURAL COUNTIES IN THE UNITED STATES, RANKING FIFTH IN TOTAL MARKET VALUE OF AGRICULTURAL PRODUCTS SOLD. THE RURAL AREAS OF WELD COUNTY MAY BE OPEN AND SPACIOUS, BUT THEY ARE INTENSIVELY USED FOR AGRICULTURE. PERSONS MOVING INTO A RURAL AREA MUST RECOGNIZE AND ACCEPT THERE ARE DRAWBACKS, INCLUDING CONFLICTS WITH LONGSTANDING AGRICULTURAL PRACTICES AND A LOWER LEVEL OF SERVICES THAN IN TOWN. ALONG WITH THE DRAWBACKS COME THE INCENTIVES WHICH ATTRACT URBAN DWELLERS TO RELOCATE TO RURAL AREAS: OPEN VIEWS, SPACIOUSNESS, WILDLIFE, LACK OF CITY NOISE AND CONGESTION, AND THE RURAL ATMOSPHERE AND WAY OF LIFE. WITHOUT NEIGHBORING FARMS, THOSE FEATURES WHICH ATTRACT URBAN DWELLERS TO RURAL WELD COUNTY WOULD QUICKLY BE GONE FOREVER.

AGRICULTURAL USERS OF THE LAND SHOULD NOT BE EXPECTED TO CHANGE THEIR LONG-ESTABLISHED AGRICULTURAL PRACTICES TO ACCOMMODATE THE INTRUSIONS OF URBAN USERS INTO A RURAL AREA. WELL RUN AGRICULTURAL ACTIVITIES WILL GENERATE OFF-SITE IMPACTS, INCLUDING NOISE FROM TRACTORS AND EQUIPMENT; SLOW-MOVING FARM VEHICLES ON RURAL ROADS; DUST FROM ANIMAL PENS, FIELD WORK, HARVEST AND GRAVEL ROADS; ODOR FROM ANIMAL CONFINEMENT, SILAGE AND MANURE; SMOKE FROM DITCH BURNING, FLIES AND MOSQUITOES; HUNTING AND TRAPPING ACTIVITIES; SHOOTING SPORTS, LEGAL HAZING OF NUISANCE WILDLIFE; AND THE USE OF PESTICIDES AND FERTILIZERS IN THE FIELDS, INCLUDING THE USE OF AERIAL SPRAYING. IT IS COMMON PRACTICE FOR AGRICULTURAL PRODUCERS TO UTILIZE AN ACCUMULATION OF AGRICULTURAL MACHINERY AND SUPPLIES TO ASSIST IN THEIR AGRICULTURAL OPERATIONS. A CONCENTRATION OF MISCELLANEOUS AGRICULTURAL MATERIALS OFTEN PRODUCES A VISUAL DISPARITY BETWEEN RURAL AND URBAN AREAS OF THE COUNTY. SECTION 35-3.5-102, C.R.S., PROVIDES THAT AN AGRICULTURAL OPERATION SHALL NOT BE FOUND TO BE A PUBLIC OR PRIVATE NUISANCE IF THE AGRICULTURAL OPERATION ALLEGED TO BE A NUISANCE EMPLOYS METHODS OR PRACTICES THAT ARE COMMONLY OR REASONABLY ASSOCIATED WITH AGRICULTURAL PRODUCTION.

WATER HAS BEEN AND CONTINUES TO BE THE LIFELINE FOR THE AGRICULTURAL COMMUNITY. IT IS UNREALISTIC TO ASSUME THAT DITCHES AND RESERVOIRS MAY SIMPLY BE MOVED "OUT OF THE WAY" OF RESIDENTIAL DEVELOPMENT. WHEN MOVING TO THE COUNTY, PROPERTY OWNERS AND RESIDENTS MUST REALIZE THEY CANNOT TAKE WATER FROM IRRIGATION DITCHES, LAKES OR OTHER STRUCTURES UNLESS THEY HAVE AN ADJUDICATED RIGHT TO THE WATER.

WELD COUNTY COVERS A LAND AREA OF APPROXIMATELY FOUR THOUSAND (4,000) SQUARE MILES IN SIZE (TWICE THE SIZE OF THE STATE OF DELAWARE) WITH MORE THAN THREE THOUSAND SEVEN HUNDRED (3,700) MILES OF STATE AND COUNTY ROADS OUTSIDE OF MUNICIPALITIES. THE SHEER MAGNITUDE OF THE AREA TO BE SERVED STRETCHES AVAILABLE RESOURCES. LAW ENFORCEMENT IS BASED ON RESPONSES TO COMPLAINTS MORE THAN ON PATROLS OF THE COUNTY, AND THE DISTANCES WHICH MUST BE TRAVELED MAY DELAY ALL EMERGENCY RESPONSES, INCLUDING LAW ENFORCEMENT, AMBULANCE AND FIRE. FIRE PROTECTION IS USUALLY PROVIDED BY VOLUNTEERS WHO MUST LEAVE THEIR JOBS AND FAMILIES TO RESPOND TO EMERGENCIES. COUNTY GRAVEL ROADS, NO MATTER HOW OFTEN THEY ARE BLADED, WILL NOT PROVIDE THE SAME KIND OF SURFACE EXPECTED FROM A PAVED ROAD. SNOW REMOVAL PRIORITIES MEAN THAT ROADS FROM SUBDIVISIONS TO ARTERIALS MAY NOT BE CLEARED FOR SEVERAL DAYS AFTER A MAJOR SNOWSTORM. SNOW REMOVAL FOR ROADS WITHIN SUBDIVISIONS ARE OF THE LOWEST PRIORITY FOR PUBLIC WORKS OR MAY BE THE PRIVATE RESPONSIBILITY OF THE HOMEOWNERS. SERVICES IN RURAL AREAS, IN MANY CASES, WILL NOT BE EQUIVALENT TO MUNICIPAL SERVICES. RURAL DWELLERS MUST, BY NECESSITY, BE MORE SELF-SUFFICIENT THAN URBAN DWELLERS.

PEOPLE ARE EXPOSED TO DIFFERENT HAZARDS IN THE COUNTY THAN IN AN URBAN OR SUBURBAN SETTING. FARM EQUIPMENT AND OIL FIELD EQUIPMENT, PONDS AND IRRIGATION DITCHES, ELECTRICAL POWER FOR PUMPS AND CENTER PIVOT OPERATIONS, HIGH SPEED TRAFFIC, SAND BURS, PUNCTURE VINES, TERRITORIAL FARM DOGS AND LIVESTOCK AND OPEN BURNING PRESENT REAL THREATS. CONTROLLING CHILDREN'S ACTIVITIES IS IMPORTANT, NOT ONLY FOR THEIR SAFETY, BUT ALSO FOR THE PROTECTION OF THE FARMER'S LIVELIHOOD. PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN. (WELD COUNTY CODE ORDINANCE 2006-2)

LEGEND

- RECOVERED P.L.S.S. CORNER STAMPED AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" PINK PLASTIC CAP STAMPED "AZTEC LS 38158"
- (##) BLOCK NUMBER
- OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- = FLOODPLAIN 08069C1410F
- = PRELIMINARY FLOODPLAIN 08069C1410G

FOR REVIEW

FOR AND ON BEHALF OF
AZTEC CONSULTANTS, INC

N

STARWOOD LAND ADVISORS, LLC

AZTEC CONSULTANTS, INC.
300 East Mineral Ave., Suite 1
Littleton, Colorado 80122
Phone: (303) 713-1898
Fax: (303) 713-1897
www.aztecconsultants.com

AzTec Proj. No.: 9428-37 Drawn By: R.B.A.

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LITTLETON, COLORADO 80120

DATE OF PREPARATION	09-12-2018
SCALE	1" = 100'
SHEET 2 OF 6	

Town of Johnstown
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02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County

Item #5.

JOHNSTOWN FARMS FILING NO. 3

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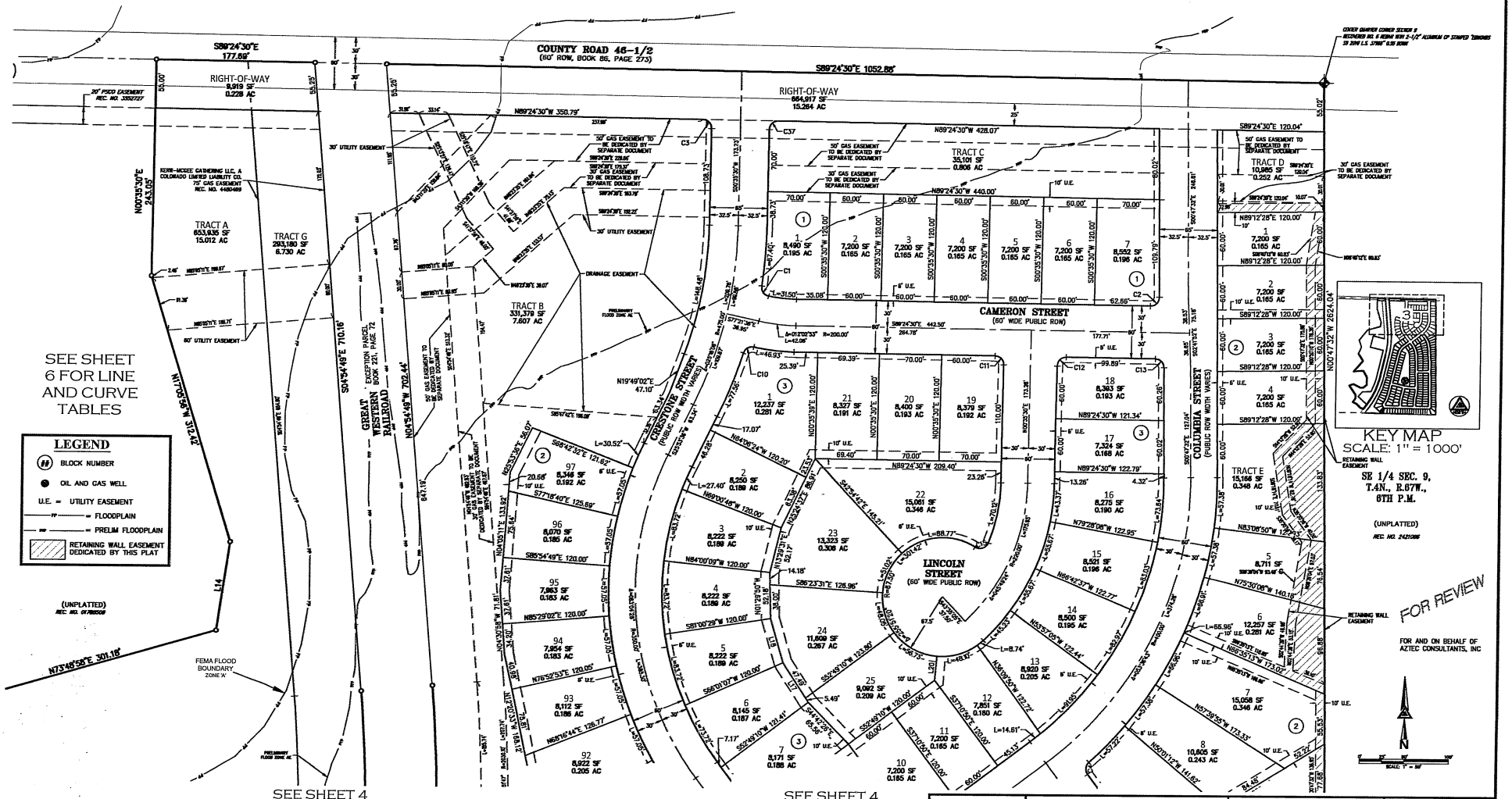
TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO.
90.563 ACRES – 241 LOTS – 7 TRACTS



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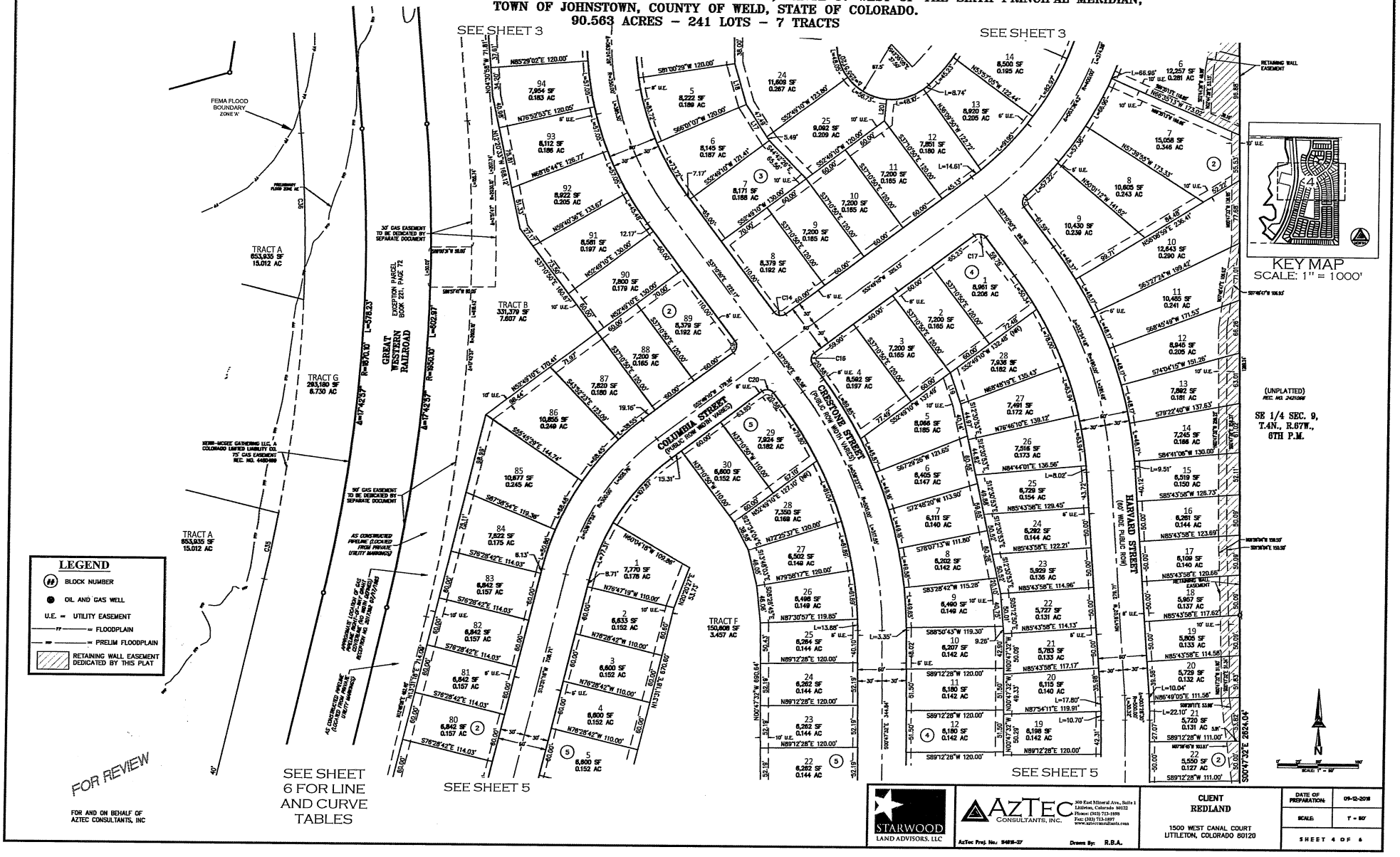

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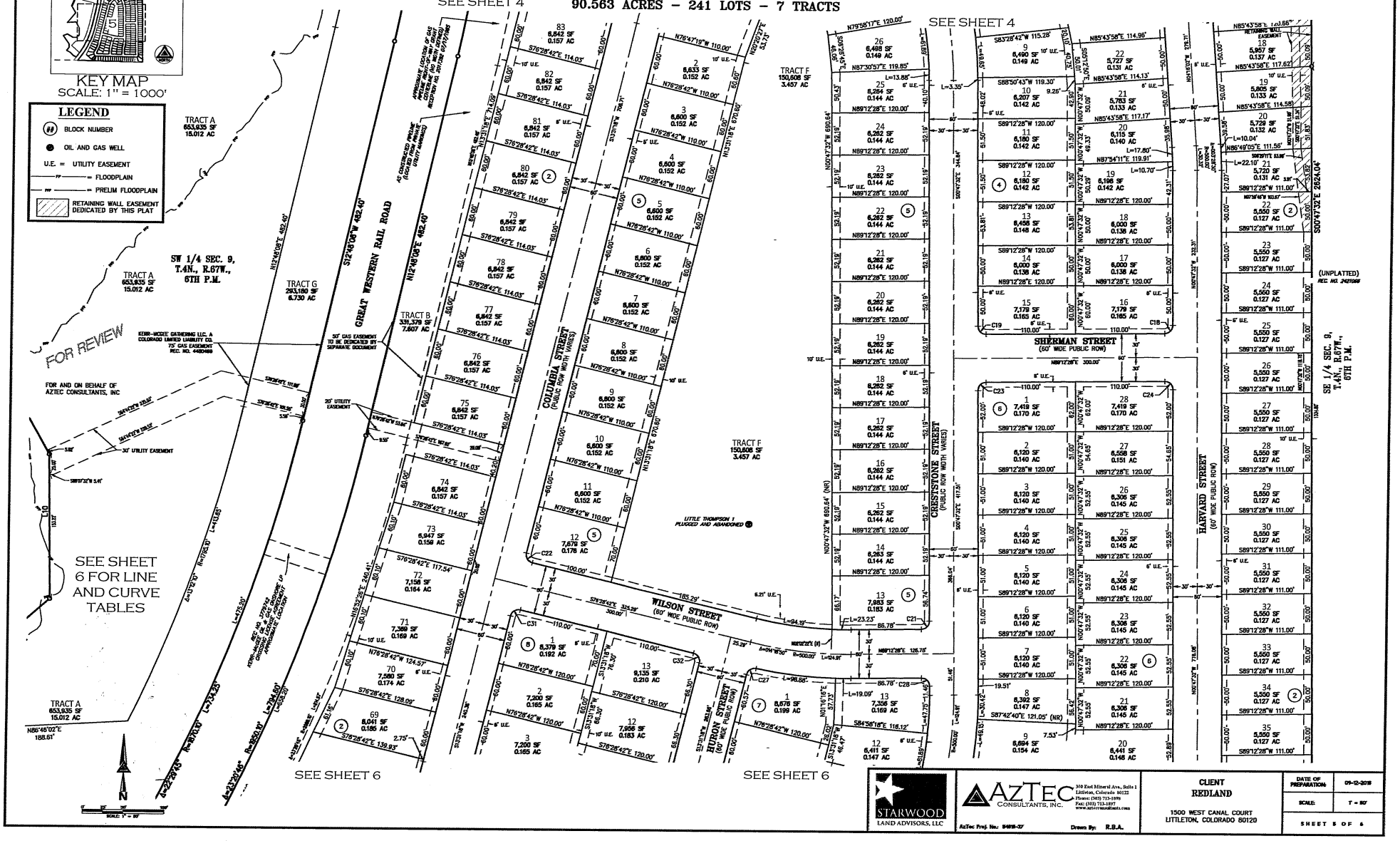

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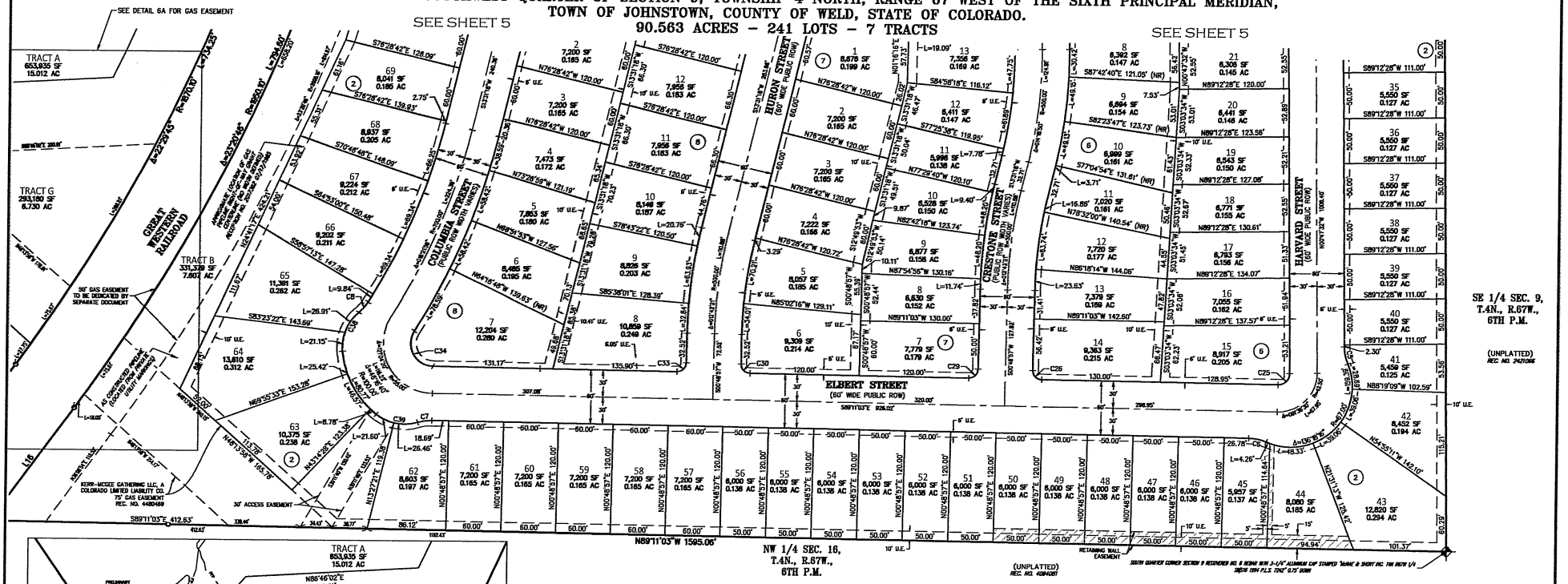
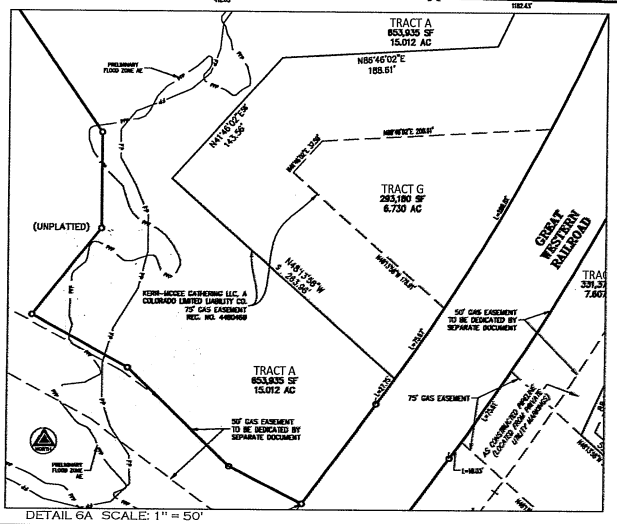
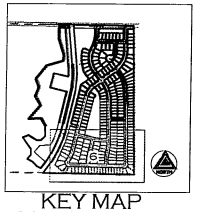




DETAIL 6A SCALE: 1" = 50'

LEGEND

- (##) BLOCK NUMBER
- OIL AND GAS WELL
- U.E. = UTILITY EASEMENT
- FLOODPLAIN
- PRELIM FLOODPLAIN
- RETAINING WALL EASEMENT DEDICATED BY THIS PLAT



KEY MAP
SCALE: 1" = 1000'

FOR REVIEW

FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC

N
SCALE: 1" = 50'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N82°58'25"W	71.98'
L2	N49°04'50"W	124.78'
L3	N61°02'08"W	96.44'
L4	N38°13'50"E	97.60'
L5	N00°00'00"E	84.23'
L6	N68°44'13"E	104.57'
L7	S59°40'57"E	166.01'
L8	N90°00'00"E	75.86'
L9	N48°25'30"E	98.93'
L10	N00°51'35"W	178.22'
L11	N29°49'13"W	160.73'

LINE TABLE		
LINE	BEARING	LENGTH
L12	N22°16'35"E	164.82'
L13	N18°23'04"W	183.95'
L14	N08°16'54"E	101.30'
L15	S36°08'54"W	108.94'
L16	N36°08'54"E	153.97'
L17	N32°59'24"W	47.49'
L18	N18°29'12"W	52.17'
L19	N19°08'53"W	41.17'
L20	N04°39'56"E	27.11'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	86°59'32"	10.00'	15.18'
C2	91°23'03"	10.00'	15.95'
C3	89°59'57"	10.00'	15.71'
C4	84°47'03"	10.00'	14.80'
C5	22°03'33"	50.00'	19.25'
C6	22°38'13"	50.00'	19.75'
C7	17°40'41"	50.00'	15.43'
C8	17°40'41"	50.00'	15.43'
C9	90°00'00"	10.00'	15.71'
C10	83°14'37"	10.19'	14.80'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C11	90°00'00"	10.00'	15.71'
C12	90°00'00"	10.00'	15.71'
C13	88°36'57"	10.00'	15.47'
C14	90°00'00"	10.00'	15.71'
C15	100°31'58"	10.00'	17.55'
C16	90°00'00"	10.00'	15.71'
C17	90°00'02"	10.00'	15.71'
C18	90°00'00"	10.00'	15.71'
C19	90°00'00"	10.00'	15.71'
C20	90°00'00"	10.00'	15.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C21	90°00'00"	10.00'	15.71'
C22	90°00'00"	10.00'	15.71'
C23	90°00'00"	10.00'	15.71'
C24	90°00'00"	10.00'	15.71'
C25	91°36'30"	12.50'	19.99'
C26	90°00'00"	10.00'	15.71'
C27	88°26'21"	10.00'	15.44'
C28	90°00'00"	10.00'	15.71'
C29	90°00'00"	10.00'	15.71'
C30	90°00'00"	10.00'	15.71'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C31	90°00'00"	10.00'	15.71'
C32	90°00'00"	10.00'	15.71'
C33	90°00'00"	10.00'	15.71'
C34	121°04'20"	25.00'	52.83'
C35	2°39'20"	1795.10'	83.20'
C36	6°34'17"	1795.10'	205.89'
C38	55°04'31"	50.00'	48.06'
C39	55°04'31"	50.00'	48.06'

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SHEET 6 OF 6	

EXHIBIT B-2

(RESOLUTION APPROVING PLAT OR PLAN)

(FOLLOWS THIS PAGE)

4568151 Pages: 38 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

TOWN OF JOHNSTOWN, COLORADO
RESOLUTION NO. 2019-26

APPROVING THE FINAL DEVELOPMENT PLAN AND FINAL PLAT FOR JOHNSTOWN FARMS FILING NO. 3 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, CONSISTING OF APPROXIMATELY 90.563 ACRES.

WHEREAS, TF Johnstown Farms, LP, a Delaware limited partnership, the property owner ("Owner"), submitted an application to the Town of Johnstown ("Town") for approval of a Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, located in the Southwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 90.563 acres; and

WHEREAS, on January 30, 2019, the Planning and Zoning Commission held a public hearing and recommended approval of the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 with conditions; and

WHEREAS, on November 18, 2019, the Town Council held a public hearing concerning approval of the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, and, after considering the Planning and Zoning Commission's recommendation, reviewing the file and conducting such hearing, found that:

1. The Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 satisfy the data requirements, design standards and required improvements contained in the Johnstown Municipal Code, including the regulations contained in Chapters 16 and 17; and

2. The Final Plat for Johnstown Farms Filing No. 3 conforms substantially with the approved Preliminary Plat; and

WHEREAS, based on the foregoing, Town Council desires to approve the Final Development Plan and Final Plat for Johnstown Farms Filing No. 3, with conditions.

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

Section 1. Final Development Plan Approval: The Final Development Plan for Johnstown Farms Filing No. 3, attached hereto as Exhibit A, is hereby approved, subject to the conditions set forth in Section 3.

Section 2. Final Plat Approval: The Final Plat for Johnstown Farms Filing No. 3, located in the Southwest Quarter of Section 9, Township 4 North, Range 67 West of the 6th Principal Meridian, Town of Johnstown, County of Weld, State of Colorado, consisting of approximately 90.563 acres, attached hereto as Exhibit B, is hereby approved, subject to the conditions set forth in Section 3.

Section 3. Conditions of Approval: The Final Development Plan and Final Plat for Johnstown Farms Filing No. 3 are approved subject to the following conditions:

1. Any unresolved comments from Town Staff, the Town Engineer and the Front Range Fire Rescue Fire Protection District shall be addressed prior to construction of any improvements; and
2. The Town and the Owner shall execute a Water and Sewer Service Agreement and a Subdivision Development and Improvement Agreement prior to recordation of the Final Plat.

Section 4. Recording: The Town Clerk is hereby directed to obtain the appropriate signatures for the Final Plat for Johnstown Farms Filing No. 3 and record the Final Plat as provided herein at the Office of the Weld County Clerk and Recorder.

PASSED, SIGNED, APPROVED, AND ADOPTED THIS 2nd day of December, 2019.

ATTEST:

By: Diana Seele
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: Gary Lebsack
Gary Lebsack, Mayor

EXHIBIT B-3

ADDITIONAL TERMS, CONDITIONS OR PROVISIONS

1. **Inverted Siphon**. Developer shall construct a temporary inverted siphon per the approved construction plans for the sanitary sewer outfall serving the Development. Developer shall also install the gravity sanitary sewer main with the Phase 1 Improvements under the Little Thompson River per the approved construction plans. The inverted siphon shall be operated and maintained by the District and shall remain in service until the Town's future regional lift station is constructed or other means for accepting the flows from the Development is constructed by the Town or others. The District shall abandon the inverted siphon in place after flushing and removal of all sewerage and flow filling the abandoned section once the Town's regional outfall is constructed and the flows are transferred to the gravity sanitary sewer main. The District shall be required to monitor and maintain the inverted siphon until a minimum velocity of three feet per second can be achieved or the Town's regional improvements are operational and can be connected to, whichever occurs first; upon and after the occurrence of such event, the Town shall be required to monitor and maintain the inverted siphon. The Town shall continue to be responsible for all operation and maintenance of the Lift Station. The inverted siphon improvements referenced herein shall be completed, with Initial Acceptance provided by the Town, prior to the issuance of any building permits for the Development.

2. **Regional Sewer Improvements.** When appropriate, the Town requires developers to install collection mains or lift station improvements larger than needed to adequately serve the development in order to serve offsite properties and the Town would either reimburse the developer for the costs or provide a reimbursement agreement to the developer to recover such costs from future development. In lieu of this requirement, and because regional improvements are needed, the Town will be constructing regional improvements to the sewer system, including, but not limited to, improvements to the regional lift station located at or near the Johnstown Farms development and/or improvements involving other means for accepting the sewer flows from the Development ("Regional Improvements"). Developer shall pay the Town cash-in-lieu for a portion of the costs of the Regional Improvements in an amount equal to $9,500 per single family home within the Development (the "Regional Improvements Fee"). The Town acknowledges and agrees that the Town intends to adopt and impose a generally applicable Regional Improvements Fee, in an amount to be determined by the Town, on all other future development of property located within the same sanitary sewer basin as the Property (the "Fee Ordinance"). The Town hereby agrees that Developer's payment of the Regional Improvements Fee shall fully satisfy Developer's obligations relating to the Regional Improvements and the Town hereby waives the Fee Ordinance with respect to the Property. Unless otherwise agreed by the Town Manager in writing, each Regional Improvements Fee shall be paid at the time of building permit issuance for the applicable single family home.

3. **Railroad Crossing for Weld County Road 46 ½**. Developer shall pay the Town cash-in-lieu in the amount of $150,000.00 for the Town to construct future improvements to the existing railroad crossing of Weld County Road 46 ½ (the "Crossing Fee"). The Town hereby

agrees that Developer's payment of the Crossing Fee shall fully satisfy Developer's obligations relating to such railroad crossing. Unless otherwise agreed by the Town Manager in writing, the Crossing Fee shall be paid prior to the issuance of any building permits for the Development.

5. **Weld County Road 46 ½ Road Section**. Developer shall make improvements to Weld County Road 46 ½ pursuant to the approved Civil Engineering Construction Plans. Developer shall have no obligation or liability with respect to the construction of improvements to the Weld County Road 46 ½ bridge adjacent to the Property, and in lieu of such construction, shall pay the Town cash-in-lieu in the amount of $275,000 for the Town to construct such future Weld County Road 46 ½ bridge improvements adjacent to the Property (the "Bridge Fee"). The Town hereby agrees that Developer's payment of the Bridge Fee shall fully satisfy Developer's and the Subject Property's (defined below) obligations relating to improvements to such bridge. Unless otherwise agreed by the Town Manager in writing, the Bridge Fee shall be paid prior to the Town's Initial Acceptance of the Public Improvements.

6. **Electric Utility Weld County Road 46 ½.** As part of the Public Improvements, Developer shall underground the electric utility on the south side of Weld County Road 46 ½ adjacent to the Property.

7. **Regional Sidewalk Connectivity.** Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct, in accordance with the approved Civil Engineering Construction Plans, a continuous sidewalk along the southern one-half of the Weld County Road 46 ½ adjacent to the Property, which includes Tract A of the Property, as part of the Public Improvements. The Town, at its sole expense, shall promptly repair any damage to such sidewalk resulting from the Town's Weld County Road 46 ½ roadway and bridge construction.

8. **Subject Property.** For purposes of Paragraph 5 of this Exhibit B-3, the Subject Property shall mean and include the following real property:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF JOHNSTOWN, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PARCEL RECORDED IN BOOK 221 AT PAGE 72; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

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

THENCE ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 89°24'30" EAST, A DISTANCE OF 1,578.31 FEET TO THE WESTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. SOUTH 04°54'49" EAST, A DISTANCE OF 710.16 FEET TO THE TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,870.10 FEET;

2. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 578.23 FEET;

3. TANGENT TO SAID CURVE, SOUTH 12°48'08" WEST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,870.10 FEET;

4. SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 762.00 FEET;

5. TANGENT TO SAID CURVE SOUTH 36°08'54" WEST, A DISTANCE OF 210.68 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID SOUTH LINE, NORTH 89°11'03" WEST, A DISTANCE OF 1014.97 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 9;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 00°52'28" WEST, A DISTANCE OF 2613.54 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 3,886,785 SQUARE FEET OR 89.228 ACRES, MORE OR LESS.

TOGETHER WITH;

PARCEL B:

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

THENCE ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, SOUTH 00°47'32" EAST, A DISTANCE OF 2624.04 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 9;

THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9, NORTH 89°11'03" WEST, A DISTANCE OF 1595.06 FEET TO THE EASTERLY LINE OF SAID PARCEL OF LAND RECORDED IN BOOK 221 AT PAGE 72;

THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FIVE (5) COURSES:

1. THENCE NORTH 36°08'54" EAST, A DISTANCE OF 153.97 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1,950.10 FEET;

2. NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°20'46", AN ARC LENGTH OF 794.60 FEET;

3. TANGENT TO SAID CURVE, NORTH 12°48'08" EAST, A DISTANCE OF 482.40 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,950.10 FEET;

4. NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°42'57", AN ARC LENGTH OF 602.97 FEET;

5. TANGENT TO SAID CURVE, NORTH 04°54'49" WEST, A DISTANCE OF 702.44 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 9;

THENCE ALONG SAID NORTH LINE, SOUTH 89°24'30" EAST, A DISTANCE OF 1052.88 FEET TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 2,987,927 SQUARE FEET OR 68.593 ACRES, MORE OR LESS.

PARCELS A AND B CONTAINING A TOTAL AREA OF 6,874,712 SQUARE FEET OR 157.821 ACRES, MORE OR LESS.

9. **Two Rivers Racing MX – Leahy Family Farm.** Because homeowners in the Development may be impacted by noise from the neighboring motocross track, Two Rivers Racing, located at 22437 Weld County Road 19, Milliken Weld County, CO 80543, the Developer agrees to negotiate in good faith with owner of the property, Leahy Family Farm, LLC, a Colorado limited liability company, with respect to the installation of noise mitigation measures on the motocross track property to minimize the impacts of the motocross track use on the homeowners, which noise mitigation may include the construction of berms. The Developer further agrees to record a written notice to run with the Property, in substantially the same form that is attached to the Agreement as **Exhibit F**, in order to endeavor to ensure that buyers are aware of the presence of the motocross track when they purchase a home.

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02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

EXHIBIT C

SCHEDULE OF PUBLIC IMPROVEMENTS

(FOLLOWS THIS PAGE)

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 1 - 60' Lots

Opinion of Probable Cost Estimate

October 22, 2019

JN: 18012.02

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	572	LF	$65.00	$16,737	$20,456	$37,193
24" RCP (0-8' depth)	747	LF	$85.00	$28,577	$34,927	$63,504
30" RCP (0-8' depth)	54	LF	$105.00	$2,570	$3,142	$5,712
36" RCP (0-8' depth)	739	LF	$125.00	$41,569	$50,806	$92,375
48" RCP (0-8' depth)	289	LF	$175.00	$22,735	$27,787	$50,523
38X24" HERCP (0-8' depth)	216	LF	$120.00	$11,680	$14,276	$25,956
4' Dia. Manhole	3	EA	$3,750.00	$5,063	$6,188	$11,250
5' Dia. Manhole	9	EA	$5,000.00	$20,250	$24,750	$45,000
Box Base Manhole	2	EA	$18,000.00	$16,200	$19,800	$36,000
5' Type 'R' Inlet	1	EA	$6,000.00	$2,700	$3,300	$6,000
10' Type 'R' Inlet	5	EA	$8,500.00	$19,125	$23,375	$42,500
20' Type 'R' Inlet	2	EA	$18,000.00	$16,200	$19,800	$36,000
48" Flared End Section	1	EA	$4,000.00	$1,800	$2,200	$4,000
Type 'C' Inlet	2	EA	$4,500.00	$4,050	$4,950	$9,000
Pond Outlet Structure	25.8	CY	$950.00	$11,030	$13,481	$24,510
Type 'L' Rip Rap	298	CY	$85.00	$11,399	$13,932	$25,330
Type 'M' Rip Rap	58.1	CY	$105.00	$2,748	$3,358	$6,106
Spillway Crest	8.5	CY	$950.00	$3,634	$4,441	$8,075
Gravel Service Access Road (6" Thick)	121	SY	$7.00	$383	$468	$850
100 Year Overflow Box	1	EA	$25,000.00	$11,250	$13,750	$25,000
Forebay A1	15	CY	$950.00	$6,455	$7,890	$14,345
Forebay A2	4.2	CY	$950.00	$1,796	$2,195	$3,990
Rectangular Trickle Channel	132	LF	$40.00	$2,376	$2,904	$5,280
V Trickle Channel	91.0	LF	$20.00	$819	$1,001	$1,820
			Storm Sewer Subtotal	**$261,143**	**$319,175**	**$580,319**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	2	EA	$3,000.00	$2,700	$3,300	$6,000
Fire Hydrant Assembly	8	EA	$6,750.00	$24,300	$29,700	$54,000
6" CL200 DR 14	218	LF	$36.00	$3,532	$4,316	$7,848
8" CL200 DR 14	5,302	LF	$39.00	$93,050	$113,728	$206,778
10" CL200 DR 14	2,577	LF	$46.00	$53,344	$65,198	$118,542
12" CL200 DR 14	40	LF	$53.00	$954	$1,166	$2,120
8" - 11 ¼° Bend w/ Kick Block	15	EA	$550.00	$3,713	$4,538	$8,250
8" - 22 ½° Bend w/ Kick Block	1	EA	$550.00	$248	$303	$550
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
10" - 45° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 11° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 22° Bend w/ Kick Block	1	EA	$650.00	$293	$358	$650
10" - 45° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10" - 90° Bend w/ Kick Block	3	EA	$650.00	$878	$1,073	$1,950
10"x8" Reducer	2	EA	$650.00	$585	$715	$1,300
8" Cross Fitting	1	EA	$750.00	$338	$413	$750

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 1 - 60' Lots

Opinion of Probable Cost Estimate
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8" x 8" Tee Fitting	1	EA	$750.00	$338	$413	$750
8" x 6" Tee Fitting	5	EA	$650.00	$1,463	$1,788	$3,250
10"x6" Tee Structure	3	EA	$800.00	$1,080	$1,320	$2,400
12"x8" Tee Structure	1	EA	$950.00	$428	$523	$950
8" Gate Valve	24	EA	$1,850.00	$19,980	$24,420	$44,400
10" Gate Valve	12	EA	$2,500.00	$13,500	$16,500	$30,000
12" Gate Valve	2	EA	$3,250.00	$2,925	$3,575	$6,500
10" Plug w/ Kick Block	1	EA	$850.00	$383	$468	$850
3/4" Water Service w/ Meter Pit	53	EA	$1,900.00	$45,315	$55,385	$100,700
Pressure Testing	8,137	LF	$0.80	$2,929	$3,580	$6,510
2" Irrigation Tap & Vault	1	EA	$7,500.00	$3,375	$4,125	$7,500
Water Bore & Casing	430	LF	$350.00	$67,725	$82,775	$150,500
Water Lowering	2	EA	$3,500.00	$3,150	$3,850	$7,000
20" Ductile Iron Pipe	180	LF	$250.00	$20,250	$24,750	$45,000
Foam Insulation	9	EA	$500.00	$2,025	$2,475	$4,500
			Water Subtotal	**$369,899**	**$452,099**	**$821,998**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	COST
Connect to Existing Main	1	EA	$2,000.00	$900	$1,100	$2,000
8" SDR-35 PVC (0-15' depth)	4,420	LF	$36.00	$71,604	$87,516	$159,120
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	$40.00	$13,428	$16,412	$29,840
4' Dia. Manhole (0-12' Depth)	8	EA	$3,500.00	$12,600	$15,400	$28,000
4' Dia. Manhole (12-16' Depth)	26	EA	$7,500.00	$87,750	$107,250	$195,000
4' Dia. Manhole (16-20' Depth)	1	EA	$10,000.00	$4,500	$5,500	$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	$12,000.00	$5,400	$6,600	$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	$10,000.00	$4,500	$5,500	$10,000
6' Dia. Manhole (12-16' Depth)	0	EA	$14,000.00	$0	$0	$0
4" Service w/ wye, cap, bend	86	EA	$1,400.00	$54,180	$66,220	$120,400
Inverted Siphon Pipe & Casings	219	LF	$350.00	$34,414	$42,061	$76,475
60" x 60" CDOT Box Base MH	2	EA	$15,000.00	$13,500	$16,500	$30,000
4" PVC - Inverted Siphon	109	LF	$35.00	$1,721	$2,103	$3,824
6" PVC - Inverted Siphon	109	LF	$45.00	$2,212	$2,704	$4,916
27" PVC	10	LF	$200.00	$900	$1,100	$2,000
Sanitary Encasement	1	EA	$1,500.00	$675	$825	$1,500
			Sanitary Sewer Subtotal	**$307,609**	**$375,966**	**$683,575**

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 1 - 60' Lots

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Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	5,502	LF	$32.00	$79,232	$96,839	$176,070
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,585	SY	$2.50	$5,158	$6,305	$11,463
Vertical 6" Curb & Gutter	1,640	LF	$18.00	$13,285	$16,237	$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	$2.50	$308	$376	$683
Asphalt (Full depth - 6" section)	61,052	SY-IN	$4.00	$109,894	$134,315	$244,208
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	$4.00	$58,099	$71,010	$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	$7.00	$16,945	$20,711	$37,657
Subgrade Prep - Asphalt	10,175	SY	$2.50	$11,447	$13,991	$25,438
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	$2.50	$6,052	$7,397	$13,449
6' Concrete Crosspan	4	EA	$3,500.00	$6,300	$7,700	$14,000
Subgrade Prep for Crosspans	6	EA	$400.00	$1,080	$1,320	$2,400
10' Concrete Crosspan	2	EA	$4,500.00	$4,050	$4,950	$9,000
4' Concrete Walk (6" thick)	848	SF	$5.25	$2,003	$2,448	$4,452
10' Concrete Walk (6" thick)	10,010	SF	$5.25	$23,648	$28,903	$52,551
Subgrade Prep - Concrete Walk	10,858	SF	$2.00	$9,772	$11,943	$21,715
Handicap Ramp	17	EA	$1,250.00	$9,563	$11,688	$21,250
Handicap Ramp (Mid Block)	4	EA	$1,250.00	$2,250	$2,750	$5,000
Signage	18	EA	$650.00	$5,265	$6,435	$11,700
Street Light (Local)	7	EA	$4,000.00	$12,600	$15,400	$28,000
Street Light (Collector)	2	EA	$7,500.00	$6,750	$8,250	$15,000
Final Adjust Manholes (12" or less)	48	EA	$550.00	$11,880	$14,520	$26,400
Final Adjust Valve Boxes	35	EA	$275.00	$4,331	$5,294	$9,625
Striping	1	LS	$15,000.00	$6,750	$8,250	$15,000
Type VII Barricade	44	LF	$250.00	$4,960	$6,063	$11,023
			Street Subtotal	**$411,622**	**$503,094**	**$914,715**
			Total Cost	**$1,350,273**	**$1,650,333**	**$3,000,607**

Notes:
The above costs and quantities are approximate for estimating purposes.

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 1 - 50' Lots

Opinion of Probable Cost Estimate

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Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	4	EA	$6,750.00	$12,150	$14,850	$27,000
6" CL200 DR 14	96	LF	$36.00	$1,555	$1,901	$3,456
8" CL200 DR 14	1,412	LF	$39.00	$24,781	$30,287	$55,068
8" - 11 ¼° Bend w/ Kick Block	5	EA	$550.00	$1,238	$1,513	$2,750
8" x 8" Tee Fitting	2	EA	$750.00	$675	$825	$1,500
8" x 6" Tee Fitting	4	EA	$650.00	$1,170	$1,430	$2,600
8" Gate Valve	10	EA	$1,850.00	$8,325	$10,175	$18,500
3/4" Water Service w/ Meter Pit	51	EA	$1,900.00	$43,605	$53,295	$96,900
Pressure Testing	1,508	LF	$0.80	$543	$664	$1,206
2" Irrigation Tap & Vault	1	EA	$7,500.00	$3,375	$4,125	$7,500
			Water Subtotal	**$97,416**	**$119,064**	**$216,480**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	1,378	LF	$36.00	$22,324	$27,284	$49,608
4' Dia. Manhole (0-12' Depth)	8	EA	$3,500.00	$12,600	$15,400	$28,000
4" Service w/ wye, cap, bend	49	EA	$1,400.00	$30,870	$37,730	$68,600
			Sanitary Sewer Subtotal	**$65,794**	**$80,414**	**$146,208**

Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	3,321	LF	$32.00	$47,823	$58,450	$106,274
Subgrade Prep (Mountable Curb, Gutter, Walk)	2,768	SY	$2.50	$3,113	$3,805	$6,919
Subgrade Prep for Outfall Curb & Gutter	1	SY	$2.50	$1	$1	$3
Asphalt (Full depth - 6" section)	36,433	SY-IN	$4.00	$65,579	$80,153	$145,732
Subgrade Prep - Asphalt	6,072	SY	$2.50	$6,831	$8,349	$15,180
6' Concrete Crosspan	1	EA	$3,500.00	$1,575	$1,925	$3,500
Subgrade Prep for Crosspans	1	EA	$400.00	$180	$220	$400
Handicap Ramp	4	EA	$1,250.00	$2,250	$2,750	$5,000
Handicap Ramp (Mid Block)	2	EA	$1,250.00	$1,125	$1,375	$2,500
Signage	2	EA	$650.00	$585	$715	$1,300
Street Light (Local)	2	EA	$4,000.00	$3,600	$4,400	$8,000
Final Adjust Manholes (12" or less)	9	EA	$550.00	$2,228	$2,723	$4,950
Final Adjust Valve Boxes	21	EA	$275.00	$2,599	$3,176	$5,775
			Street Subtotal	**$137,490**	**$168,043**	**$305,533**
			Total Cost	**$300,699**	**$367,521**	**$668,221**

Notes:

The above costs and quantities are approximate for estimating purposes.

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 2 - 60' Lots

Opinion of Probable Cost Estimate

October 22, 2019

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Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	167	LF	$65.00	$4,894	$5,981	$10,875
24" RCP (0-8' depth)	53	LF	$85.00	$2,035	$2,487	$4,522
30" RCP (0-8' depth)	41	LF	$105.00	$1,945	$2,378	$4,323
36" RCP (0-8' depth)	994	LF	$125.00	$55,884	$68,303	$124,188
45x29" HERCP (0-8' depth)	101	LF	$180.00	$8,157	$9,969	$18,126
4' Dia. Manhole	2	EA	$3,750.00	$3,375	$4,125	$7,500
5' Dia. Manhole	6	EA	$5,000.00	$13,500	$16,500	$30,000
6' Dia. Manhole	1	EA	$7,000.00	$3,150	$3,850	$7,000
Box Base Manhole	1	EA	$18,000.00	$8,100	$9,900	$18,000
5' Type 'R' Inlet	1	EA	$6,000.00	$2,700	$3,300	$6,000
10' Type 'R' Inlet	1	EA	$8,500.00	$3,825	$4,675	$8,500
15' Type 'R' Inlet	2	EA	$12,500.00	$11,250	$13,750	$25,000
20' Type 'R' Inlet	1	EA	$18,000.00	$8,100	$9,900	$18,000
Type 'C' Inlet	1	EA	$4,500.00	$2,025	$2,475	$4,500
			Storm Sewer Subtotal	**$128,940**	**$157,593**	**$286,534**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	3	EA	$6,750.00	$9,113	$11,138	$20,250
6" CL200 DR 14	57	LF	$36.00	$923	$1,129	$2,052
8" CL200 DR 14	2,059	LF	$39.00	$36,135	$44,166	$80,301
8" - 11 ¼° Bend w/ Kick Block	7	EA	$550.00	$1,733	$2,118	$3,850
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" x 8" Tee Fitting	4	EA	$750.00	$1,350	$1,650	$3,000
8" x 6" Tee Fitting	3	EA	$650.00	$878	$1,073	$1,950
8" Gate Valve	7	EA	$1,850.00	$5,828	$7,123	$12,950
3/4" Water Service w/ Meter Pit	66	EA	$1,900.00	$56,430	$68,970	$125,400
Pressure Testing	2,116	LF	$0.80	$762	$931	$1,693
Foam Insulation	3	EA	$500.00	$675	$825	$1,500
			Water Subtotal	**$114,321**	**$139,725**	**$254,046**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	1,913	LF	$36.00	$30,997	$37,886	$68,883
4' Dia. Manhole (0-12' Depth)	6	EA	$3,500.00	$9,450	$11,550	$21,000
4' Dia. Manhole (12-16' Depth)	6	EA	$7,500.00	$20,250	$24,750	$45,000
4" Service w/ wye, cap, bend	38	EA	$1,400.00	$23,940	$29,260	$53,200
			Sanitary Sewer Subtotal	**$84,637**	**$103,446**	**$188,083**

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 2 - 60' Lots

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JN: 18012.02

Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	5,792	LF	$32.00	$83,401	$101,935	$185,336
Subgrade Prep (Mountable Curb, Gutter, Walk)	4,826	SY	$2.50	$5,430	$6,636	$12,066
Subgrade Prep for Outfall Curb & Gutter	1	SY	$2.50	$1	$1	$3
Asphalt (Full depth - 6" section)	64,348	SY-IN	$4.00	$115,827	$141,566	$257,393
Subgrade Prep - Asphalt	10,725	SY	$2.50	$12,065	$14,746	$26,812
Handicap Ramp	6	EA	$1,250.00	$3,375	$4,125	$7,500
Handicap Ramp (Mid Block)	3	EA	$1,250.00	$1,688	$2,063	$3,750
Signage	5	EA	$650.00	$1,463	$1,788	$3,250
Street Light (Local)	4	EA	$4,000.00	$7,200	$8,800	$16,000
Final Adjust Manholes (12" or less)	14	EA	$550.00	$3,465	$4,235	$7,700
Final Adjust Valve Boxes	9	EA	$275.00	$1,114	$1,361	$2,475
			Street Subtotal	**$235,028**	**$287,256**	**$522,285**
			Total Cost	**$562,925**	**$688,020**	**$1,250,948**

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Phase 2 - 50' Lots

Opinion of Probable Cost Estimate
October 22, 2019
JN: 18012.02

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Fire Hydrant Assembly	3	EA	$6,750.00	$9,113	$11,138	$20,250
6" CL200 DR 14	63	LF	$36.00	$1,021	$1,247	$2,268
8" CL200 DR 14	2321	LF	$39.00	$40,734	$49,785	$90,519
8" - 11 ¼° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" - 45° Bend w/ Kick Block	2	EA	$550.00	$495	$605	$1,100
8" x 8" Tee Fitting	2	EA	$750.00	$675	$825	$1,500
8" x 6" Tee Fitting	3	EA	$650.00	$878	$1,073	$1,950
8" Gate Valve	11	EA	$1,850.00	$9,158	$11,193	$20,350
3/4" Water Service w/ Meter Pit	71	EA	$1,900.00	$60,705	$74,195	$134,900
Pressure Testing	2,384	LF	$0.80	$858	$1,049	$1,907
Foam Insulation	1	EA	$500.00	$225	$275	$500
			Water Subtotal	**$124,355**	**$151,989**	**$276,344**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
8" SDR-35 PVC (0-15' depth)	2,131	LF	$36.00	$34,522	$42,194	$76,716
4' Dia. Manhole (0-12' Depth)	7	EA	$3,500.00	$11,025	$13,475	$24,500
4' Dia. Manhole (12-16' Depth)	2	EA	$7,500.00	$6,750	$8,250	$15,000
4" Service w/ wye, cap, bend	68	EA	$1,400.00	$42,840	$52,360	$95,200
			Sanitary Sewer Subtotal	**$95,137**	**$116,279**	**$211,416**

Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	4,201	LF	$32.00	$60,501	$73,945	$134,446
Subgrade Prep (Mountable Curb, Gutter, Walk)	3,501	SY	$2.50	$3,939	$4,814	$8,753
Vertical 6" Curb & Gutter	0	LF	$18.00	$0	$0	$0
Asphalt (Full depth - 6" section)	46,771	SY-IN	$4.00	$84,187	$102,896	$187,083
Subgrade Prep - Asphalt	7,795	SY	$2.50	$8,770	$10,718	$19,488
Handicap Ramp	4	EA	$1,250.00	$2,250	$2,750	$5,000
Handicap Ramp (Mid Block)	2	EA	$1,250.00	$1,125	$1,375	$2,500
Signage	4	EA	$650.00	$1,170	$1,430	$2,600
Street Light (Local)	4	EA	$4,000.00	$7,200	$8,800	$16,000
Final Adjust Manholes (12" or less)	10	EA	$550.00	$2,475	$3,025	$5,500
Final Adjust Valve Boxes	10	EA	$275.00	$1,238	$1,513	$2,750
			Street Subtotal	**$172,854**	**$211,266**	**$384,120**
			Total Cost	**$392,346**	**$479,534**	**$871,880**

Notes:
The above costs and quantities are approximate for estimating purposes.

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Summary

Opinion of Probable Cost Estimate
October 22, 2019
JN: 18012.02

Storm Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
18" RCP (0-8' depth)	740	LF	$65	$21,630	$26,437	$48,068
24" RCP (0-8' depth)	800	LF	$85	$30,611	$37,414	$68,026
30" RCP (0-8' depth)	96	LF	$105	$4,516	$5,519	$10,035
36" RCP (0-8' depth)	1733	LF	$125	$97,453	$119,109	$216,563
48" RCP (0-8' depth)	289	LF	$175	$22,735	$27,787	$50,523
38X24" HERCP (0-8' depth)	216	LF	$120	$11,680	$14,276	$25,956
45x29" HERCP (0-8' depth)	101	LF	$180	$8,157	$9,969	$18,126
4' Dia. Manhole	5	EA	$3,750	$8,438	$10,313	$18,750
5' Dia. Manhole	15	EA	$5,000	$33,750	$41,250	$75,000
6' Dia. Manhole	1	EA	$7,000	$3,150	$3,850	$7,000
Box Base Manhole	3	EA	$18,000	$24,300	$29,700	$54,000
5' Type 'R' Inlet	2	EA	$6,000	$5,400	$6,600	$12,000
10' Type 'R' Inlet	6	EA	$8,500	$22,950	$28,050	$51,000
15' Type 'R' Inlet	2	EA	$12,500	$11,250	$13,750	$25,000
20' Type 'R' Inlet	3	EA	$18,000	$24,300	$29,700	$54,000
48" Flared End Section	1	EA	$4,000	$1,800	$2,200	$4,000
Type 'C' Inlet	3	EA	$4,500	$6,075	$7,425	$13,500
Pond Outlet Structure	26	CY	$950	$11,030	$13,481	$24,510
Type 'L' Rip Rap	298	CY	$85	$11,399	$13,932	$25,330
Type 'M' Rip Rap	58	CY	$105	$2,748	$3,358	$6,106
Spillway Crest	9	CY	$950	$3,634	$4,441	$8,075
Gravel Service Access Road (6" Thick)	121	SY	$7	$383	$468	$850
100 Year Overflow Box	1	EA	$25,000	$11,250	$13,750	$25,000
Forebay A1	15	CY	$950	$6,455	$7,890	$14,345
Forebay A2	4	CY	$950	$1,796	$2,195	$3,990
Rectangular Trickle Channel	132	LF	$40	$2,376	$2,904	$5,280
V Trickle Channel	91	LF	$20	$819	$1,001	$1,820
			Storm Sewer Subtotal	**$390,083**	**$476,768**	**$866,853**

Water	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	2	EA	$3,000	$2,700	$3,300	$6,000
Fire Hydrant Assembly	18	EA	$6,750	$54,675	$66,825	$121,500
6" CL200 DR 14	434	LF	$36	$7,031	$8,593	$15,624
8" CL200 DR 14	11094	LF	$39	$194,700	$237,966	$432,666
10" CL200 DR 14	2577	LF	$46	$53,344	$65,198	$118,542
12" CL200 DR 14	40	LF	$53	$954	$1,166	$2,120
8" - 11 ¼° Bend w/ Kick Block	29	EA	$550	$7,178	$8,773	$15,950
8" - 22 ½° Bend w/ Kick Block	1	EA	$550	$248	$303	$550
8" - 45° Bend w/ Kick Block	6	EA	$550	$1,485	$1,815	$3,300
10" - 45° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 11° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 22° Bend w/ Kick Block	1	EA	$650	$293	$358	$650

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Summary

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10" - 45° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10" - 90° Bend w/ Kick Block	3	EA	$650	$878	$1,073	$1,950
10"x8" Reducer	2	EA	$650	$585	$715	$1,300
8" Cross Fitting	1	EA	$750	$338	$413	$750
8" x 8" Tee Fitting	9	EA	$750	$3,038	$3,713	$6,750
8" x 6" Tee Fitting	15	EA	$650	$4,388	$5,363	$9,750
10"x6" Tee Structure	3	EA	$800	$1,080	$1,320	$2,400
12"x8" Tee Structure	1	EA	$950	$428	$523	$950
8" Gate Valve	52	EA	$1,850	$43,290	$52,910	$96,200
10" Gate Valve	12	EA	$2,500	$13,500	$16,500	$30,000
12" Gate Valve	2	EA	$3,250	$2,925	$3,575	$6,500
10" Plug w/ Kick Block	1	EA	$850	$383	$468	$850
3/4" Water Service w/ Meter Pit	241	EA	$1,900	$206,055	$251,845	$457,900
Pressure Testing	14145	LF	$1	$5,092	$6,224	$11,316
2" Irrigation Tap & Vault	2	EA	$7,500	$6,750	$8,250	$15,000
Water Bore & Casing	430	LF	$350	$67,725	$82,775	$150,500
Water Lowering	2	EA	$3,500	$3,150	$3,850	$7,000
20" Ductile Iron Pipe	180	LF	$250	$20,250	$24,750	$45,000
Foam Insulation	13	EA	$500	$2,925	$3,575	$6,500
			Water Subtotal	**$708,016**	**$865,352**	**$1,573,368**

Sanitary Sewer	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Connect to Existing Main	1	EA	$2,000	$900	$1,100	$2,000
8" SDR-35 PVC (0-15' depth)	9,842	LF	$36	$159,447	$194,880	$354,327
Extra Depth San (15'-18' depth) pipe size 8"	746	LF	$40	$13,428	$16,412	$29,840
4' Dia. Manhole (0-12' Depth)	29	EA	$3,500	$45,675	$55,825	$101,500
4' Dia. Manhole (12-16' Depth)	34	EA	$7,500	$114,750	$140,250	$255,000
4' Dia. Manhole (16-20' Depth)	1	EA	$10,000	$4,500	$5,500	$10,000
4' Dia. Manhole (20-24' Depth)	1	EA	$12,000	$5,400	$6,600	$12,000
6' Dia. Manhole (0-12' Depth)	1	EA	$10,000	$4,500	$5,500	$10,000
4" Service w/ wye, cap, bend	241	EA	$1,400	$151,830	$185,570	$337,400
Inverted Siphon Pipe & Casings	219	LF	$350	$34,414	$42,061	$76,475
60" x 60" CDOT Box Base MH	2	LS	$15,000	$13,500	$16,500	$30,000
4" PVC - Inverted Siphon	109	LF	$35	$1,721	$2,103	$3,824
6" PVC - Inverted Siphon	109	LF	$45	$2,212	$2,704	$4,916
27" PVC	10	LF	$200	$900	$1,100	$2,000
Sanitary Encasement	1	EA	$1,500	$675	$825	$1,500
			Sanitary Sewer Subtotal	**$553,852**	**$676,930**	**$1,230,782**

Redland
WHERE GREAT PLACES BEGIN

Johnstown Farms Filing 3

Public Improvements - Summary

Opinion of Probable Cost Estimate
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Street Improvements	QUANTITY	UNIT	UNIT PRICE	ESTIMATED MATERIAL COST	ESTIMATED LABOR COST	TOTAL COST
Mountable Curb Gutter & Sidewalk	18,816	LF	$32	$270,956	$331,169	$602,125
Subgrade Prep (Mountable Curb, Gutter, Walk)	15,680	SY	$3	$17,640	$21,560	$39,201
Vertical 6" Curb & Gutter	1,640	LF	$18	$13,285	$16,237	$29,522
Subgrade Prep (Vertical Curb & Gutter)	273	SY	$3	$308	$376	$683
Subgrade Prep for Outfall Curb & Gutter	2	SY	$3	$2	$3	$5
Asphalt (Full depth - 6" section)	208,604	SY-IN	$4	$375,487	$458,929	$834,416
Asphalt (6" section) - WCR 46 1/2	32,277	SY-IN	$4	$58,099	$71,010	$129,109
Base Course (6" Section - WCR 46 1/2)	5,380	SY	$7	$16,945	$20,711	$37,657
Subgrade Prep - Asphalt	34,767	SY	$3	$39,113	$47,805	$86,918
Subgrade Prep - Asphalt (WCR 46 1/2)	5,380	SY	$3	$6,052	$7,397	$13,449
6' Concrete Crosspan	5	EA	$3,500	$7,875	$9,625	$17,500
Subgrade Prep for Crosspans	7	EA	$400	$1,260	$1,540	$2,800
10' Concrete Crosspan	2	EA	$4,500	$4,050	$4,950	$9,000
4' Concrete Walk (6" thick)	848	SF	$5	$2,003	$2,448	$4,452
10' Concrete Walk (6" thick)	10,010	SF	$5	$23,648	$28,903	$52,551
Subgrade Prep - Concrete Walk	10,858	SF	$2	$9,772	$11,943	$21,715
Handicap Ramp	31	EA	$1,250	$17,438	$21,313	$38,750
Handicap Ramp (Mid Block)	11	EA	$1,250	$6,188	$7,563	$13,750
Signage	29	EA	$650	$8,483	$10,368	$18,850
Street Light (Local)	17	EA	$4,000	$30,600	$37,400	$68,000
Street Light (Collector)	2	EA	$7,500	$6,750	$8,250	$15,000
Final Adjust Manholes (12" or less)	81	EA	$550	$20,048	$24,503	$44,550
Final Adjust Valve Boxes	75	EA	$275	$9,281	$11,344	$20,625
Striping	1	LS	$15,000	$6,750	$8,250	$15,000
Type VII Barricade	44	LF	$250	$4,960	$6,063	$11,023
			Street Subtotal	**$956,993**	**$1,169,658**	**$2,126,651**
			Total Cost	**$2,608,943**	**$3,188,709**	**$5,797,654**

Notes:
The above costs and quantities are approximate for estimating purposes.

EXHIBIT D

FORM--IRREVOCABLE LETTER OF CREDIT

NAME OF ISSUING BANK_____
ADDRESS OF ISSUING BANK_____

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

ATTENTION: TOWN OF JOHNSTOWN ATTORNEY AND TOWN MANAGER

We hereby establish, at the request and for the account of this Irrevocable Letter of Credit in favor of the Town of Johnstown in the amount of $_____. The purpose of this Letter of Credit is to secure performance of a Development Agreement for _____, dated this day _____of _____, 20____, between the Town of Johnstown and _____.

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

Partial and multiple drawings are permitted hereunder.

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

This Irrevocable Letter of Credit is not transferable.

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

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

Signed this _____ day of _____, 20_____.

Issuing Bank:_____

By:_____

Officer's Title:_____

Address:_____

STATE OF)
) ss.
COUNTY OF)

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

WITNESS my hand and official seal.

My commission expires:

_____

___

Notary Public

EXHIBIT E

NOTICE

Please take notice that on the ____ day of _____, 20__, the Town Council of the Town of Johnstown approved the final plat for the development known as Johnstown Farms Filing No. 3, which development was submitted and processed in accordance with the Town of Johnstown's Municipal Code. In conjunction therewith, the Town Council also approved a Development Agreement dated _____, 20__, between the Town Johnstown and the Developer, pursuant to and under which certain rights and obligations of the Developer will pass on to subsequent owners, heirs, assigns and transferees of the below-described property. The Development Agreement is on file and may be reviewed in the office of the Town Clerk of the Town of Johnstown. The subject property for which such Development Agreement applies is described as follows:

LEGAL DESCRIPTION ATTACHED

DATED this _____ day of _____, 20____.

_____
Town Clerk

_____
Town Manager

4568151 Pages: 58 of 58
02/21/2020 08:35 AM R Fee:$298.00
Carly Koppes, Clerk and Recorder, Weld County, CO

EXHIBIT F

RECORDED NOTICE

JOHNSTOWN FARMS, FILING NO. 3
PUBLIC DISCLOSURE
Pursuant to the Subdivision Development and Improvement Agreement
by and among the Town of Johnstown, TF Johnstown Farms, L.P.
and the Johnstown Farms Metropolitan District

Purchasers of property in the Johnstown Farms, Filing No. 3 subdivision should be aware that, as of the date of the recording of this notice, the subdivision is located adjacent to Two Rivers Racing, a motocross track. The motocross track property is owned by Leahy Family Farm, LLC, a Colorado limited liability company, and is located at 22437 Weld County Road 19, Milliken Weld County, CO 80543. This notice will automatically terminate and be of no further force or effect upon and after the cessation of the motocross track use on such adjacent property.

4801553 Pages: 1 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO

FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3)

FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AND IMPROVEMENT AGREEMENT FOR TOWN OF JOHNSTOWN (Johnstown Farms Filing No. 3) (this "**Amendment**") is made and entered into the 1st day of November, 2021 by and between the TOWN OF JOHNSTOWN, COLORADO, a municipal corporation (the "**Town**"), TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership ("**Developer**") and JOHNSTOWN FARMS METROPOLITAN DISTRICT , a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**" and together with the Town and the Developer, the "**Parties**").

Recitals

WHEREAS, the Parties previously entered into that certain Subdivision Development and Improvement Agreement for Town of Johnstown (Johnstown Farms Filing No. 3) dated December 2, 2019 and recorded in the real property records of the Clerk and Recorder for Weld County, Colorado on February 21, 2020 at Reception No. 4568151 (the "**Agreement**"); and

WHEREAS, the Developer has commenced construction of the Public Improvements as contemplated by the Agreement; and

WHEREAS, in connection with certain development and construction matters relating to the Public Improvements, the Parties have determined that certain Developer obligations cannot reasonably be satisfied as contemplated by the Agreement; and

WHEREAS, the Parties now desire to amend the Agreement to modify and/or address certain obligations related to the inverted siphon, electric utility undergrounding, Weld County Road 46 ½ improvements, regional trail/sidewalk railroad crossing and certain railroad crossing agreements relating to the Development, as set forth herein.

Amendment

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments.

1.1 Inverted Siphon. Paragraph 1 of Exhibit B-3 of the Agreement is hereby deleted in its entirety.

1.2 Electric Utility Weld County Road 46 ½. Paragraph 6 of Exhibit B-3 of the Agreement is hereby deleted in its entirety and in its place inserted the following:

6. **Electric Utility Weld County Road 46 ½**. Except as provided in this Paragraph 6, as part of the Public Improvements, Developer shall underground the electric utility on the south side of Weld County Road 46 ½ adjacent to the Property. Notwithstanding the foregoing, the Developer and the Town acknowledge and agree that a portion of such undergrounding comprising approximately 300 linear feet along the Weld County Road 46 ½ bridge adjacent to the Property (as generally depicted on Schedule 1 attached to this Exhibit B-3, the "**Phase 2 Undergrounding Improvements**") is not feasible until such time as the Town completes the contemplated widening of the Weld County Road 46 ½ bridge adjacent to the Property as set forth in Paragraph 5 to this Exhibit B-3. In lieu of Developer completing such undergrounding, Developer shall pay the Town cash-in-lieu in the amount of $270,208.06 (as described on Schedule 1) for the Town to underground, or cause the undergrounding of, the Phase 2 Undergrounding Improvements at such time as the Town undertakes widening of the Weld County Road 46 ½ bridge adjacent to the Property (the "**Undergrounding Fee**"). The Town hereby agrees that the Developer's payment of the Undergrounding Fee shall fully satisfy Developer's and the Subject Property's obligations relating to the Phase 2 Undergrounding Improvements. Unless otherwise agreed by the Town Manager in writing, the Undergrounding Fee shall be paid prior to the Town's Initial Acceptance of the Public Improvements.

1.3 Regional Sidewalk Connectivity. Paragraph 7 of Exhibit B-3 of the Agreement is hereby deleted in its entirety and in its place inserted the following:

7. **Regional Sidewalk Connectivity**. Connectivity of a regional trail system is a priority for the Town and, accordingly, the Developer shall construct as a part of the Public Improvements, in accordance with the *revised* approved Civil Engineering Construction Plans, a sidewalk along a portion of the southern one-half of the Weld County Road 46 ½ adjacent to the Property and along a portion of the northern one-half of Weld County Road 46 ½ as depicted in Schedule 2 attached to this Exhibit B-3 ("**WCR 46 ½ Sidewalk**"). The Town, at its sole expense, shall promptly repair any damage to WCR 46 ½ Sidewalk resulting from the Town's Weld County Road 46 ½ roadway and bridge construction. Notwithstanding any contrary provision of this Paragraph 7, the Town and Developer acknowledge that the portion of WCR 46 ½ Sidewalk crossing the railroad right-of-way adjacent to the Development shall require the approval of Great Western Railroad, as the owner of the railroad right-of-way (the "**Railroad ROW**"), and the entering into of a *Public Roadway Crossing License* or similar such agreement (a "**License Agreement**") by the Town and Great Western Railroad. The Town and the Developer anticipate that the License Agreement shall require the payment to Great Western Railroad of: (i) an initial application fee and (ii) annual license fees or a lump sum license fee. The Developer represents the Developer has paid the initial application fee to Great Western Railroad. If the License Agreement requires an annual license fee, Developer shall pay the first annual license fee and all subsequent annual licenses fees as required under the License Agreement until the Town provides notice of Initial Acceptance of the WCR 46 ½ Sidewalk, after which time the Town shall pay the annual license fee. If the License Agreement requires

a lump sum license fee, Developer shall pay a contribution to the Town for such lump sum fee in the amount of $6,000 not later than thirty (30) after the Town's written request therefor to Developer. The Town hereby agrees that the Developer's payment of the initial application fee and license fees, as provided herein, shall fully satisfy Developer's and the Subject Property's obligations to make such payments under the License Agreement.

1.4 Railroad Utility Crossings. A new Paragraph 10 is hereby inserted into Exhibit B-3 of the Agreement as follows:

10. Railroad Utility Crossings. The Town and Developer acknowledge that two water lines and one sanitary sewer line (each, a "**Utility Crossing**") shall cross the Railroad ROW and, as such, shall require the approval of Great Western Railroad and the entering into of three crossing licenses or similar such agreements (each, a "**Utility Crossing License**") (one Utility Crossing License for each Utility Crossing) by the Town and Great Western Railroad. The Town and Developer anticipate that each of the Utility Crossing Licenses shall require the payment to Great Western Railroad of: (i) an initial application fee and (ii) annual license fees or a lump sum license fee. The Developer represents the Developer has paid the initial application fee to Great Western Railroad. If the Utility Crossing Licenses require an annual license fee, Developer shall pay the first annual license fee and all subsequent annual licenses fees as required under the applicable Utility Crossing License for each Utility Crossing until the Town provides notice of Initial Acceptance of such Utility Crossing, after which time the Town shall pay the annual license fee. If the Utility Crossing Licenses require a lump sum license fee, Developer shall pay a contribution to the Town for such lump sum fee in the amount of $8,000 not later than thirty (30) after the Town's written request therefor to Developer. The Town hereby agrees that the Developer's payment of the initial application fee and license fees, as provided herein, shall fully satisfy Developer's and the Subject Property's obligations to make such payments under the Utility Crossing Licenses.

1.5 Weld County Road 46 ½. The Town and Developer acknowledge and agree that unforeseen circumstances have resulted in delays, outside of the control of the Town and Developer, to the construction of improvements to Weld County Road 46 ½ pursuant to the approved Civil Engineering Construction Plans ("**WCR Improvements**") as contemplated by the Agreement. Notwithstanding any provision of the Agreement to the contrary, Developer's construction, and the Town's Initial Acceptance, of the WCR Improvements shall not be a condition precedent to the Town's issuance of building permits for phase 1 of the Development; provided however, such construction and Initial Acceptance shall be a condition precedent to the Town's issuance of certificates of occupancy, temporary or final, for such phase 1.

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

inconsistency between the terms of the Agreement and the terms of this Amendment, the provisions of this Amendment will govern and control.

[signature pages follow this page]

4801553 Pages: 4 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date and year first set forth above.

DEVELOPER:

TF JOHNSTOWN FARMS, L.P.,
a Delaware limited partnership

By:_____
Craig Campbell, Authorized Signatory

STATE OF COLORADO)
) ss:
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 18th day of October, 2021, by Craig Campbell as Authorized Signatory of S TF JOHNSTOWN FARMS, L.P., a Delaware limited partnership.

Witness my hand and official seal.

My commission expires: May 12, 2025.

Megan Elizabeth O'Brien-Jenkins
Notary Public

MEGAN ELIZABETH O'BRIEN-JENKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174020333
MY COMMISSION EXPIRES MAY 12, 2025

4801553 Pages: 6 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO

TOWN:

TOWN OF JOHNSTOWN, COLORADO,
a municipal corporation

By: _____
Gary Lebsack, Mayor

ATTEST:

_____
Diana Steele, Town Clerk

Signature Page to Subdivision Development and Improvement Agreement

2136487.9

APPROVED AS TO SECTION 1.1 OF THIS AMENDMENT:

DISTRICT:

JOHNSTOWN FARMS METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Craig Campbell, Authorized Signatory

ATTEST:

_____
Secretary

STATE OF COLORADO)
) ss:
[CITY AND] COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of October, 2021, by Craig Campbell as Authorized Signatory and KURTIS JONES as Secretary of JOHNSTOWN FARMS METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: May 12, 2025.

_____
Notary Public

MEGAN ELIZABETH O'BRIEN-JENKINS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174020333
MY COMMISSION EXPIRES MAY 12, 2025

SCHEDULE 1
Phase 2 Undergrounding Improvements

[follows this page]

4801553 Pages: 8 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO

Xcel Energy®

September 10, 2021

STARWOOD LAND ADVISORS
385 INVERNESS PKWY
ENGLEWOOD, CO 80112-5853

Subject: Request For Electric OH-UG conversion at COUNTY ROAD 46 1/2, JOHNSTOWN, WELD, Colorado

Dear Kurt Jones,

I have completed the engineering design and cost estimate to provide Electric OH-UG conversion based upon information you have provided. This design is based upon Electric OH-UG conversion, as shown on the enclosed drawing. The cost to provide the requested Electric OH-UG conversion is $234,963.53, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

NOTE: You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the relocation.

If you accept the above costs and system design, please sign and date the second page of this letter and return this document to Public Service Company of Colorado, at the address shown below. After the signed and dated documents and total payment of $234,963.53 are received via the payment process, a work order will be issued and released so your project can be placed on the construction schedule. If a check is sent via the new payment process we are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCo to accept checks printed or stamped with a lien waiver. Our current lead-time to begin work after

receiving the payment and signed documents is approximately 8-10 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until 11/10/21. If you have any questions regarding this project, please call me at 303-437-7862.

Sincerely,

Chase Cronic

Chase Cronic
Pike Engineering

Mailing address: Pike Engineering
5245 Ronald Reagan Blvd Suite 104
Johnstown, CO 80534

2021.09.14 07:29:11
-06'00'

Name:
Shayla Montano
Title: Design Supervisor

Re: Electric, OH-UG conversion, COUNTY ROAD 46 1/2, JOHNSTOWN

I have reviewed and approve of the enclosed design. I accept the cost of $234,963.53 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. The Construction Cost stated above does not include special items such as but not limited to frost or rock conditions. In the event the Company encounters any special items during construction, the Company shall bill Applicant for such special items as a non-refundable contribution in aid of construction.
I will send a signed copy of this letter with the applicable agreements.

Date: _____

*Customer Signature: _____

Title: _____

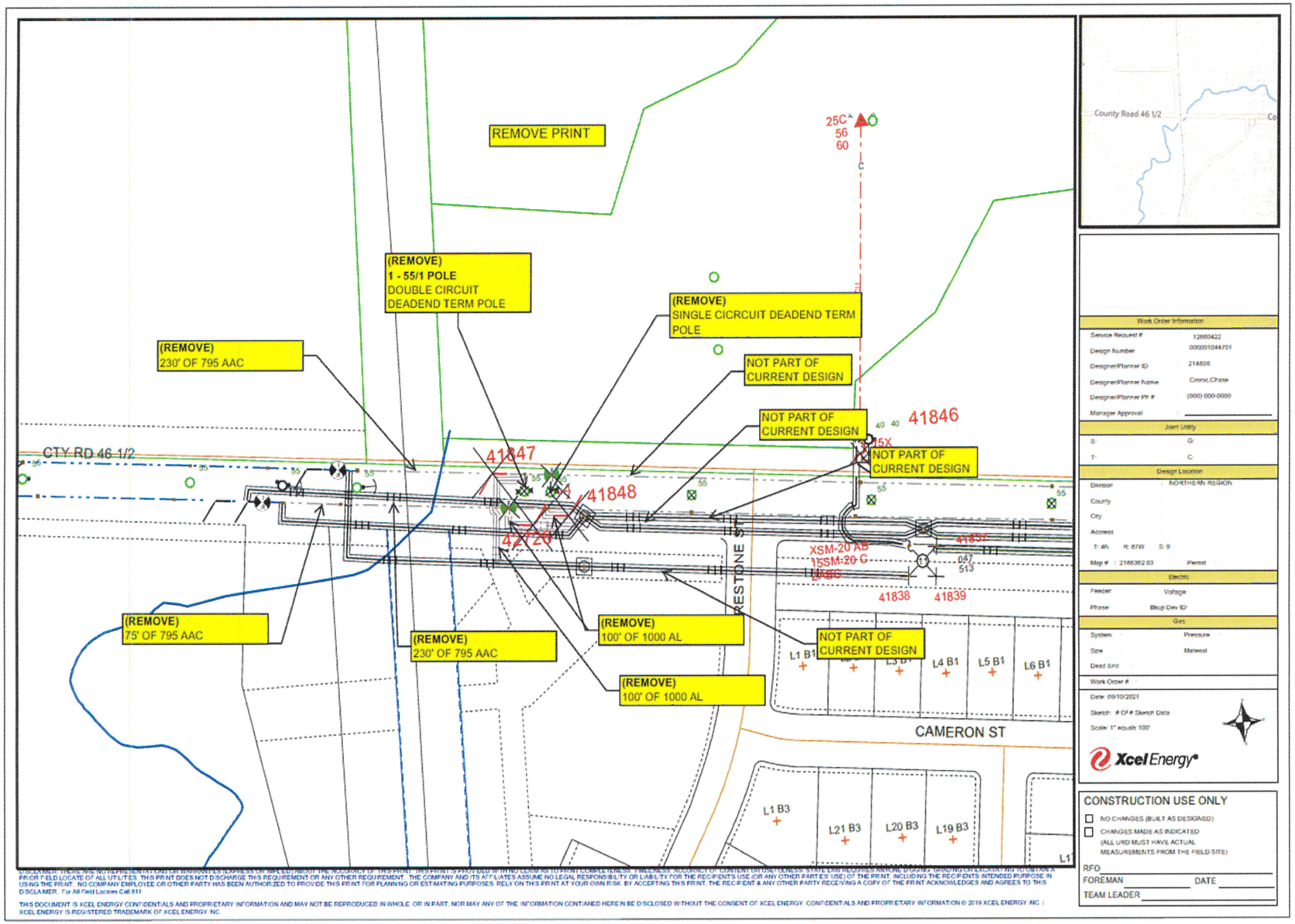
Mailing address: _____

_____

_____

* Confidential Information

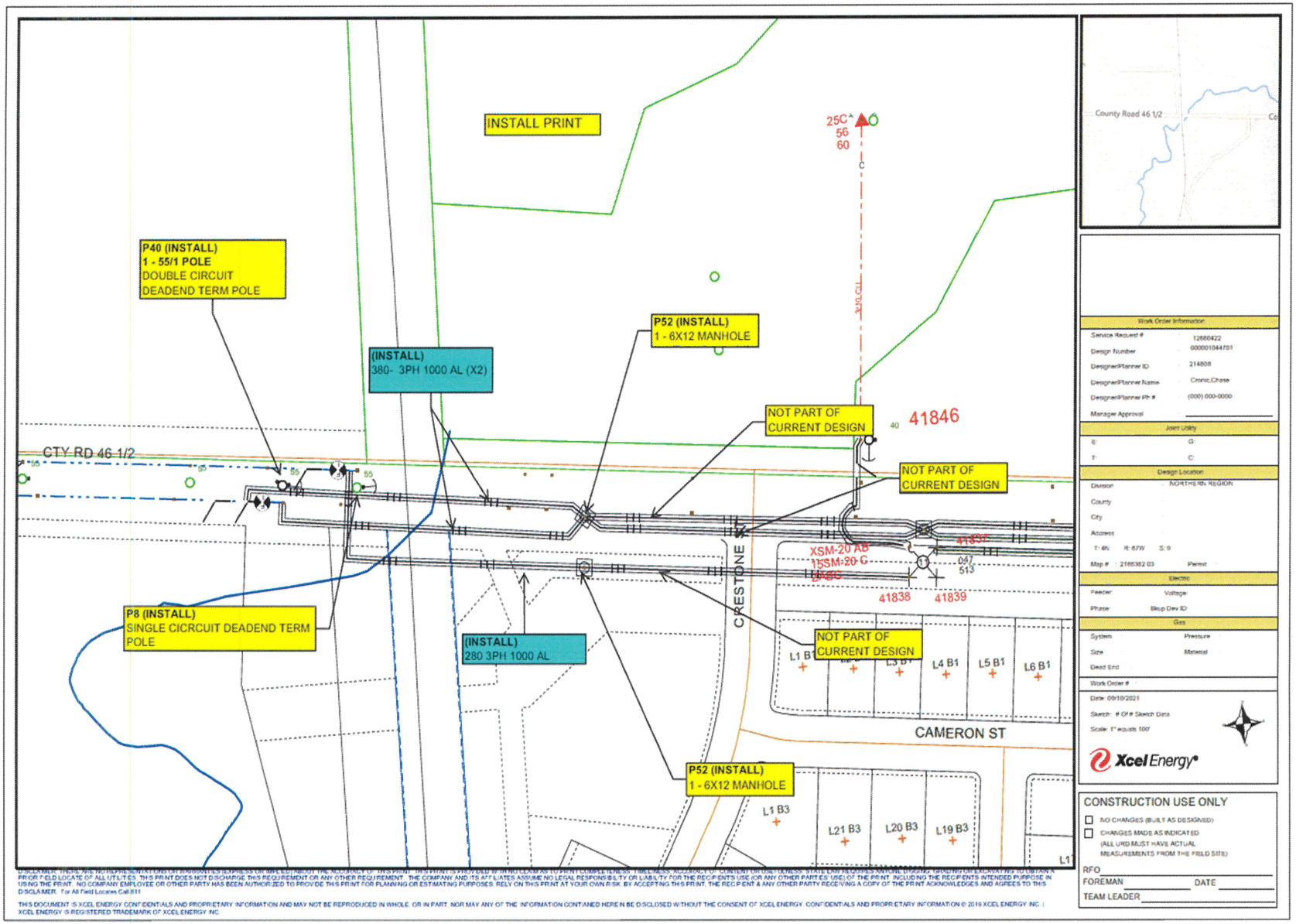
4801553 Pages: 11 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO



Schedule 1 – Page 4

2136487.9

4801553 Pages: 12 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO



Schedule 1 – Page 5

2136487.9

SCHEDULE 2
Depiction of Sidewalk

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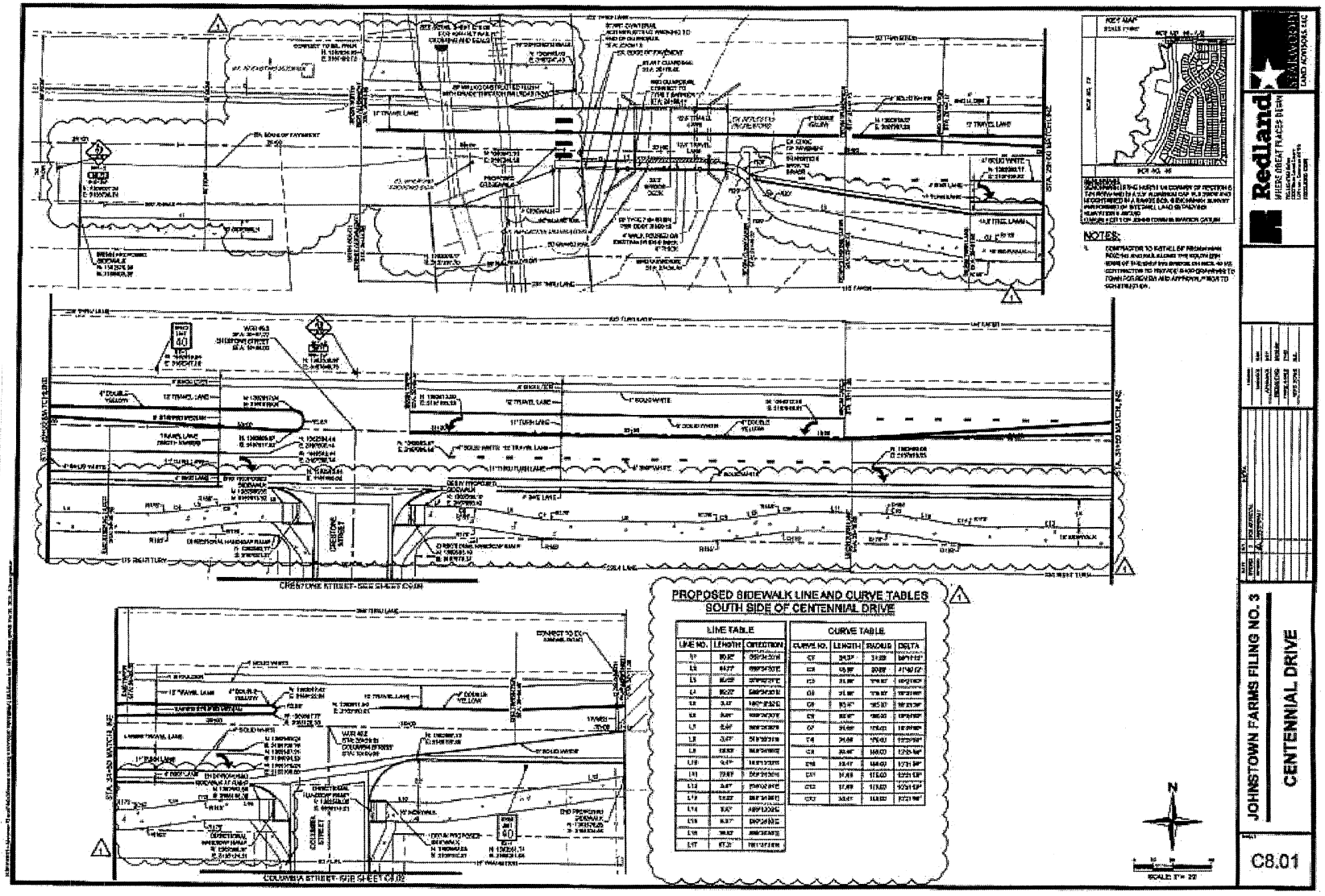
4801553 Pages: 14 of 14
02/11/2022 10:56 AM R Fee:$78.00
Carly Koppes, Clerk and Recorder, Weld County , CO



Schedule 2 – Page 2

2136487.9

Town of Johnstown

TOWN COUNCIL CONSENT AGENDA COMMUNICATIONS

AGENDA DATE:	July 6, 2022
SUBJECT:	Resolution 2022-28, Amending the Fiscal Year 2021 Budget
ATTACHMENTS:	Resolution 2022-28
PRESENTED BY:	Devon McCarty, Interim Finance Director

AGENDA ITEM DESCRIPTION:
Enclosed for review and consideration is Resolution 2022-28, which will modify the 2021 budget recognizing an increase in revenues and an increase in expenses associated with booking the capital contributions for the water shares that were dedicated to the Town in 2021. While no actual monies were received or expended, this accounting transaction is necessary to be in compliance with GAAP and ensure that the Town is in compliance with C.R.S. 29-1-110.

The proposed changes include the following:

Water Fund
An increase in revenues totaling $18,579,000 and an increase in expenses for $18,579,000 to account for water shares that were dedicated to the Town over the course of the year. In total, there were 44 shares of Home Supply and 1/3 share of Big Thompson dedicated during the 2021 calendar year. The shares have been recorded at market value at the time of the transaction.

LEGAL ADVICE:
The resolution was reviewed by our Town Attorney.

FINANCIAL ADVICE:
The recommended amendments will increase the accuracy of financial information and ensure compliance with state law.

RECOMMENDED ACTION: Approve Resolution 2022-28 as presented.

Reviewed and Approved for Presentation,

Town Manager

RESOLUTION 2022-28

A RESOLUTION OF THE TOWN OF JOHNSTOWN, COLORADO, AMENDING REVENUES AND EXPENDITURES FOR THE FISCAL YEAR 2021 BUDGET

WHEREAS, on December 14, 2020, the Town Council adopted, by Resolution No. 2020-39, the Fiscal Year 2021 Budget ("2021 Budget"); and

WHEREAS, on March 21, 2022, the Town Council amended, by Resolution No. 2022-08, the Fiscal Year 2021 Budget ("2021 Budget"); and

WHEREAS, revenues and expenditures have been evaluated and are being adjusted for the 2021 capital budget to increase clarity of information and improve the quality of usefulness of such information in the decision-making process; and

WHEREAS, the Town received capital contributions in the form of water shares valued at $18,579,000; and

WHEREAS, the Town Council agrees to modify revenues and agrees to modify appropriated expenditures for the 2021 Budget, ensuring the budget will be in balance and that authorized budgeted revenues and expenditures are amended, as required by law.

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

Revenues

Section 1. Water Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 General Fund revenues from capital contributions are hereby increased from $831,294 to $19,410,294 to reflect an increase in revenues resulting from the recognition of capital contributions.

Expenditures

Section 2. Water Fund:

Whereas, the Town Council of the Town of Johnstown determines that the Fiscal Year 2021 Water Fund expenditure appropriations are hereby increased from $19,235,000 to $37,814,000 to reflect the capital contributions for existing agreements.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

Section 4. 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 5. 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.

ADOPTED THIS 6th DAY OF JULY, 2022.

TOWN OF JOHNSTOWN

BY:_____
Gary Lebsack, Mayor

ATTEST:

Diana Seele, Town Clerk

Town of Johnstown

MEMORANDUM

TO: Honorable Mayor and Town Council Members

FROM: Matt LeCerf, Town Manager

DATE: July 6, 2022

CC: Town Staff
Local Media

SUBJECT: Town Manager's Report

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

- 07/14/2022 – Council Work Session (6 p.m.)
- 07/18/2022 – Regular Council Meeting
- 08/01/2022 – Regular Council Meeting

Administration, Finance, Planning, & Human Resources

- *Budgeting Software* – Training and implementation has started for the 2023 budget process with Cleargov.
- *Liquor Licensing* – Johnstown Liquors, Red Barn Liquors, North Star Liquors, Coral Bay Wine and Spirits, Los Dos Garcias Mexican Restaurant renewal applications have been submitted to the State for final approval.
    - The application to change the trade name for the Immortal Bar to Spirits Music Hall has been submitted to the State for final approval.
    - Red Barn Liquors and Coral Bay Wine and Spirits have applied for a Tastings Permit.

- *Land Use Code* – Planning Staff is working with our consultants to finalize the overall framework and structure of the updated code and identify areas of existing code that require a more substantial rewrite. We will work to identify a date for a Council work session in late summer for additional feedback and discussions. We expect to begin a technical review of initial drafts of certain sections in early July.
- *Broadband Update* – The four communities of Berthoud, Johnstown, Mead, and Milliken continue to work on an agreement with Allo Communications for a franchise agreement that would enable for the establishment, construction, and installation of broadband into our community. We have engaged with legal counsel who specializes in utilities and has served us well in the discussions and facilitation. Our hope is the agreement is brought to Council for consideration in July or August.
- *Planning & Zoning Commission* – The next P&Z meeting is scheduled for July 13 and has an agenda that includes two master sign programs for PUDs, a Site Development Plan for a storage facility in Gateway subdivision, an ODP amendment, and a package of Annexation, Zoning, ODP, and USR for the SunCatcher project with the Pivot Energy solar farm.
- *Hiring* – We have recently onboarded a Water Treatment Plant Operator, Police Officer, Accounting Technician, and Parks Maintenance worker. We are looking forward to onboarding a new Town Clerk and Mechanic soon. We are still searching for a Project Manager, Water & Sewer System Operator, and Planner III. We will also be sponsoring 2-3 new Police Academy Cadets to attend the Aims POST academy starting this fall. Funding for these sponsorships is being provided by the Weld County Workforce Center.
- *FAMLI* – A meeting was held with Town employees to inform them about the upcoming state leave program and gather their feedback regarding the Town's options moving forward.

Police Department

Training

- *Serious Bodily Injury Child Abuse* – Both Detectives Garcia and Slocum attended a Serious Bodily Injury Child Abuse training with the Larimer County Department of Human Services.
- *Firearms Training* – All JPD Officers received their annual firearms training.
- *Defensive Tactics* – Officer Jaramillo completed Krav Maga defensive tactics instructor training. He will now be a part of or instructor cadre for defensive tactics.

Community Policing, Outreach & Miscellaneous Items

- *Shred Event* – The annual Shred Event was held in June and was a success for residents needing to dispose of sensitive material.
- *New Police Officer* –Officer Soricelli was sworn in as a new Johnstown Police Officer.

Public Works and Utilities

Streets

- *Parks* – Public Works staff closed the main slide at Parish Park due to the slide splitting, resulting in a laceration hazard to the public. Staff has been informed that, due to supply chain issues, the new slide will not be installed until spring of 2023. Parks crews mowed over 22 miles of Town right of way and prepared one funeral burial.
- *Streets* – Staff crack sealed over 16,000 feet of Town roadways. Crews also replaced over 20 old and faded street signs in the past two weeks.
- *Traffic Signal Grant* – Staff was successful in submitting $250,000 grant from the Multimodal Transportation & Mitigation Options Fund for the Traffic signal at Carlson Blvd and SH 60. We are optimistic regarding its success for consideration and award. A decision we anticipate will be made in early July 2022.
- *HA5 Update* – The pavement preservation program HA5 treatment scheduled for July has been pushed back to August by the contractor. Staff met with impacted residents to discuss the project on June 30 via a virtual meeting and alerted them of the new timeline.
- *Inspections* – Crews inspected over 4,000 feet of new roadways by new development. They also inspected over 4,400 feet of new water mains and 550 feet of new storm drain lines.

Water Plant & System

- *Water Plant* – Staff is preparing for the replacement of the carbon in the GAC system which is expected to occur in mid-July. Flows have been averaging around 5 MGD over the past week.
- *Distribution System* – Staff has been inspecting and testing development infrastructure.

Wastewater Plants & System

- *Collection System* – The new Johnstown Farm's lift station is up and running. Over the next month, staff will be working with the contractor to complete a punch list of items to be addressed prior to the Town issuing substantial completion for the lift station.

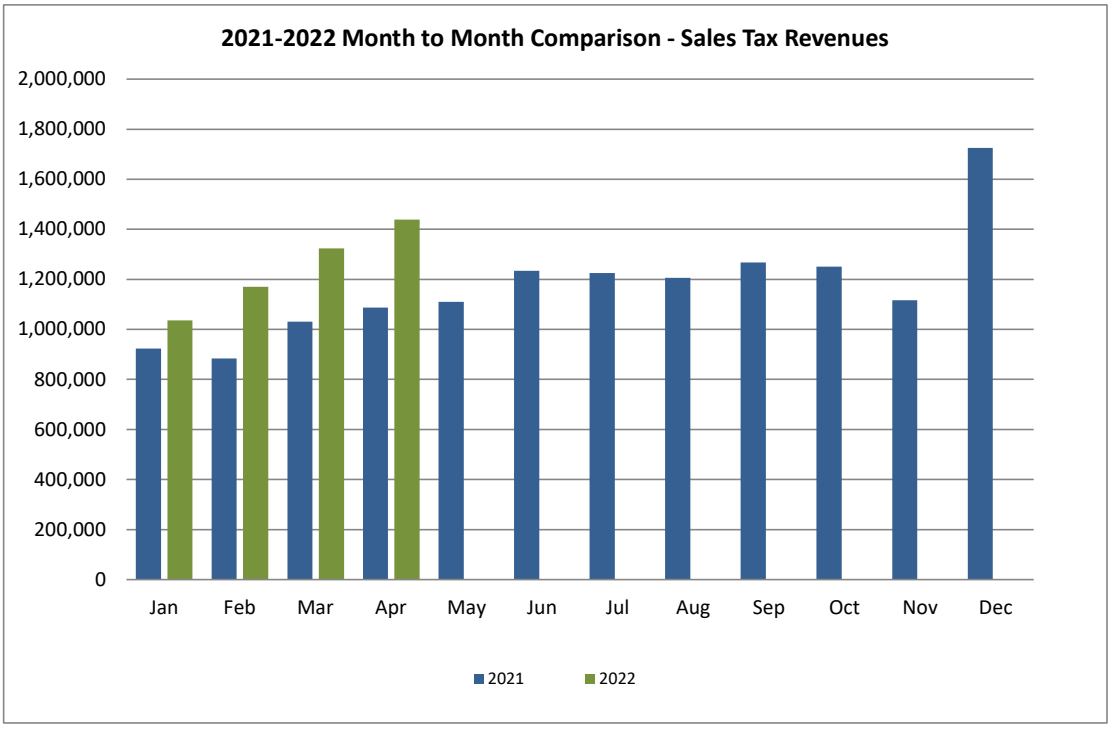
Project Updates

- *Raw Water Transmission* – The Town has posted a Request for Proposal (RFP) for the design, land acquisition, bidding and construction phase engineering and observation services for an approximately 11 mile, 24"- 48" diameter Raw Water Transmission Main to expand the Town's current raw water supply to the Water Treatment Plant.
- *South Water Tank* – Contractor is continuing to work on welding the physical steel tank together on the ground to be lifted into place. Town Staff is coordinating the design of the tank logo with the Contractor and will provide the design to Council for feedback prior to the logos approval.
- *South Water Tank Distribution Pipeline* – Project pipe crews are focused on completing the sections of waterline between WCR40 and WCR42 on the west side of WCR17. Bore crews have wrapped up all the irrigation bores for the season and will be working on the Great Western Railroad bores required for the project.
- *Water Treatment Plant Expansion* – A pilot test for the design of ozone treatment systems and filters are currently underway. The pilot tests will be in place until mid-August. The Design Engineer has submitted 30% plans and met with operations to review. The Town and the Design Engineer are working through next steps to obtain a Construction Contractor and Owners Representative to assist in the design review.

- *Central Interceptor Phase 1* – The new Johnstown Farms lift station is up and running and the old Johnstown Farm lift station has been decommissioned.
- *Central Interceptor Phase 2* – Contractor is dewatering the sewer alignment along WCR46. The boring crew has completed the sewer bore at the WCR17 crossing. The bore crew is expected to be back in mid-July to complete the bore under WCR 13. Work along WCR46 has begun and the contractor is staging alongside WCR 46. The contractor is also installing the Johnstown Farm Filing 3 connection to the new lift station.
- *North Interceptor* – The 100% design plans have been issued to the Contractor. The contractor is currently reviewing the plans and providing project submittals to the Town and the design engineer.
- *Low Point Sewer Expansion* – Earthwork construction is continuing and crew is wrapping up foundation work on new structure construction for MBR/SBR and EQ basins adjacent to headworks building. The contractor is also working on installing process piping. The Town received Process Design Report Approval and Site Location Approval from CDPHE.
- *Central Plant Design* – The Design Engineer submitted the Site Location Application for the project to the State (CDPHE) as well as the Utility Plan update for the project to the North Front Range Water Quality Planning Association (NFRWQPA) for review and approval. Staff met with NFRWQPA and the Design Engineer is working on addressing the comments which were minor. The early equipment procurement for the Grit System is expected to be presented to Council at the beginning of July.
- *Charlotte Street Project*- Charlotte Street was awarded $700,000 from the Energy Impact Grant. The Project is currently out to bid with a closing date of July 27. Anticipated Council approval is August 15, pending timing of the State Contract for the Energy Impact Grant.
- *Old Town Drainage Project* – Fremont is open and Greeley will be open within the next week or two when concrete work is completed. A top lift will still be required towards the end of the project so it will close for one additional day later in July. Fremont improvements are 95% complete and the road is open. First street and Columbine Improvements are 96% complete and the roads are open (except first street and Estes where the contractor is staged). Work will now focus on Estes, pending Xcel completion that is scheduled for the week of June 26.

Sales Tax Analysis and Comparison
2022

Month/Year	Sales Tax Collected*	Motor Vehicle Sales Tax Collected*	Total Sales Taxes Collected*
Jan-21	744,120	178,705	922,826
Feb-21	743,695	139,660	883,356
Mar-21	906,817	124,138	1,030,955
Apr-21	918,293	168,662	1,086,954
May-21	896,848	213,617	1,110,465
Jun-21	1,015,237	219,682	1,234,920
Jul-21	1,028,270	196,440	1,224,709
Aug-21	999,329	206,802	1,206,132
Sep-21	1,057,297	211,060	1,268,357
Oct-21	1,074,502	176,424	1,250,927
Nov-21	991,990	124,164	1,116,155
Dec-21	1,510,803	214,790	1,725,593
2021 Total	**11,887,203**	**2,174,145**	**14,061,348**
Jan-22	860,076	176,235	1,036,312
Feb-22	1,039,339	131,014	1,170,353
Mar-22	1,140,339	183,753	1,324,092
Apr-22	1,225,967	212,749	1,438,716
May-22	0	0	0
Jun-22	0	0	0
Jul-22	0	0	0
Aug-22	0	0	0
Sep-22	0	0	0
Oct-22	0	0	0
Nov-22	0	0	0
Dec-22	0	0	0
2022 Total	**4,265,721**	**703,752**	**4,969,473**
Jan - Apr 2021	3,312,925	611,166	3,924,091
Jan - Apr 2022	4,265,721	703,752	4,969,473
% Increase (Decrease)	28.76%	15.15%	26.64%



* Amounts shown reflect different reporting periods for various entities.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2022

SUBJECT: Public Hearing: First Reading Ordinance 2022-233: An Ordinance Amending Article V Of Chapter 11 Of The Johnstown Municipal Code Concerning Use Of The Pioneer Ridge Park Disc Golf Course

ACTION PROPOSED: Consider First Reading of Ordinance 2022-233

ATTACHMENTS: 1. Ordinance 2022-233

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:
On April 18, 2022 the Town entered into an Inter-Governmental Agreement (IGA) between the Town of Johnstown and Weld County School District RE5J for joint use of Pioner Ridge Disk Golf Course. The terms of this IGA include provisions that the use of the disk golf course, recently constructed by the School District on Town property, is available for the exclusive use of the School District during the regular school operations; in general Monday – Friday 8am-4pm when school is in session.

One concern that is being recognized by the Town is the enforcement of the IGA and specifically, the operating hours that provide exclusivity to the School District. The ordinance presented outlines the rules and regulations for the disc golf course and the ability of the Police Department to enforce the operations of the disk golf course for the benefit of the School District. It is important to note that this Ordinance pertains only to the disk golf course and would not preclude anybody from throwing a frisbee at the Pioneer Ridge Park, having a picnic, or any other family gathering when school is in session.

LEGAL ADVICE: The Ordinance was drafted by the Town Attorney.

FINANCIAL ADVICE: Not Applicable.

RECCOMMENDED ACTION: Staff Recommends Approval of Ordinance 2022-233 upon First Reading.

SUGGESTED MOTIONS:

For Approval
I move we approve Ordinance 2022-233: An Ordinance Amending Article V Of Chapter 11 Of The Johnstown Municipal Code Concerning Use Of The Pioneer Ridge Park Disc Golf Course upon first reading.

For Denial
I move we deny Ordinance 2022-233: An Ordinance Amending Article V Of Chapter 11 Of The Johnstown Municipal Code Concerning Use Of The Pioneer Ridge Park Disc Golf Course upon first reading.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN, COLORADO

ORDINANCE NO. 2022-233

AN ORDINANCE AMENDING ARTICLE V OF CHAPTER 11 OF THE JOHNSTOWN MUNICIPAL CODE CONCERNING USE OF THE PIONEER RIDGE PARK DISC GOLF COURSE

WHEREAS, the Town of Johnstown, Colorado is a municipal corporation duly organized and existing under its Home Rule Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

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

WHEREAS, on April 18, 2022, the Town Council approved the Intergovernmental Agreement between the Town of Johnstown and Weld County School District RE-5J for Joint Use of Pioneer Ridge Disc Golf Course ("IGA"); and

WHEREAS, the IGA provides that the Weld County School District RE-5J shall be entitled to exclusive use of the Pioneer Ridge Park Disc Golf Course ("Disc Course") between the hours of 8:00 a.m. and 4:00 p.m. when school is in session; and

WHEREAS, to provide the Town with the ability to enforce the provisions of the IGA, Town staff recommends that the Town Council adopt a regulation related to use of the Disc Course; and

WHEREAS, Article V of Chapter 11 of the Johnstown Municipal Code ("Code") concerns public parks; and

WHEREAS, the Town staff recommends that Article V of Chapter 11 be amended to include a regulation concerning use of the Disc Course; and

WHEREAS, based on the recommendation of Town staff, Town Council desires to add Section 11-88 to Article V of Chapter 11 of the Code; and

WHEREAS, the Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the preservation of the public health, welfare, peace, safety and property and that this Ordinance is in the best interests of the citizens of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JOHNSTOWN, COLORADO, AS FOLLOWS:

Section 1. Article V of Chapter 11 of the Johnstown Municipal Code shall be amended to: (i) include Section 11-88 - Pioneer Ridge Park Disc Golf Course and (ii) renumber Section 11-88 to Section 11-89, which sections shall read as follows:

Sec. 11-88 - Pioneer Ridge Park Disc Golf Course.

Notwithstanding the daily park hours set forth in this Article, it shall be unlawful for any person to use the Pioneer Ridge Park Disc Golf Course between the hours of 8:00 a.m. and 4:00 p.m. when the Weld County School District RE-5J is in session.

Sec. 11-89. – Violation.

Any person violating any provision of this Article shall be deemed guilty of such violation and, upon conviction thereof, shall be penalized as provided in Article IV of Chapter 1 of the Code.

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 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 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 _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

PASSED UPON FINAL APPROVAL AND ADOPTED on second reading by the Town Council of the Town of Johnstown, Colorado, this _____ day of _____, 2022.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____

Diana Seele, Town Clerk Gary Lebsack, Mayor

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2022

SUBJECT: Intergovernmental Agreement with Larimer County

ACTION PROPOSED: Approval of an Intergovernmental Agreement with Larimer County

ATTACHMENTS:
1. Site Map
2. Intergovernmental Agreement with Larimer County

PRESENTED BY: Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

With the recent private development in the area of County Road (CR) 3E there is a need for the Town of Johnstown and Larimer County to agree on maintenance and operations of this one mile stretch of roadway between CR 16 and CR 18.

Currently, The Ridge Development is developing on both sides of CR 3E and the improvements required for the roadway fall in both the Town's jurisdiction and Larimer County. The goal of the IGA is to have one standard for the developer to construct CR 3E. This agreement will require the Developer to construct the entire mile roadway to Town standards. The road will initially be constructed as a two-lane roadway with decel lanes into the main entrance to the development.

Once the road is constructed the Town will be responsible for operations and maintenance of the roadway. Additionally, future improvements to the roadway will need to be approved by the Town. Lastly, as future development in the area occurs and annexes into the Town, the Town will assume any newly widened roadway.

LEGAL ADVICE:

Legal has reviewed the IGA.

FINANCIAL ADVICE:

N/A

RECOMMENDED ACTION:

Town recommends approval of the IGA with Larimer County for CR 3E

SUGGESTED MOTIONS:

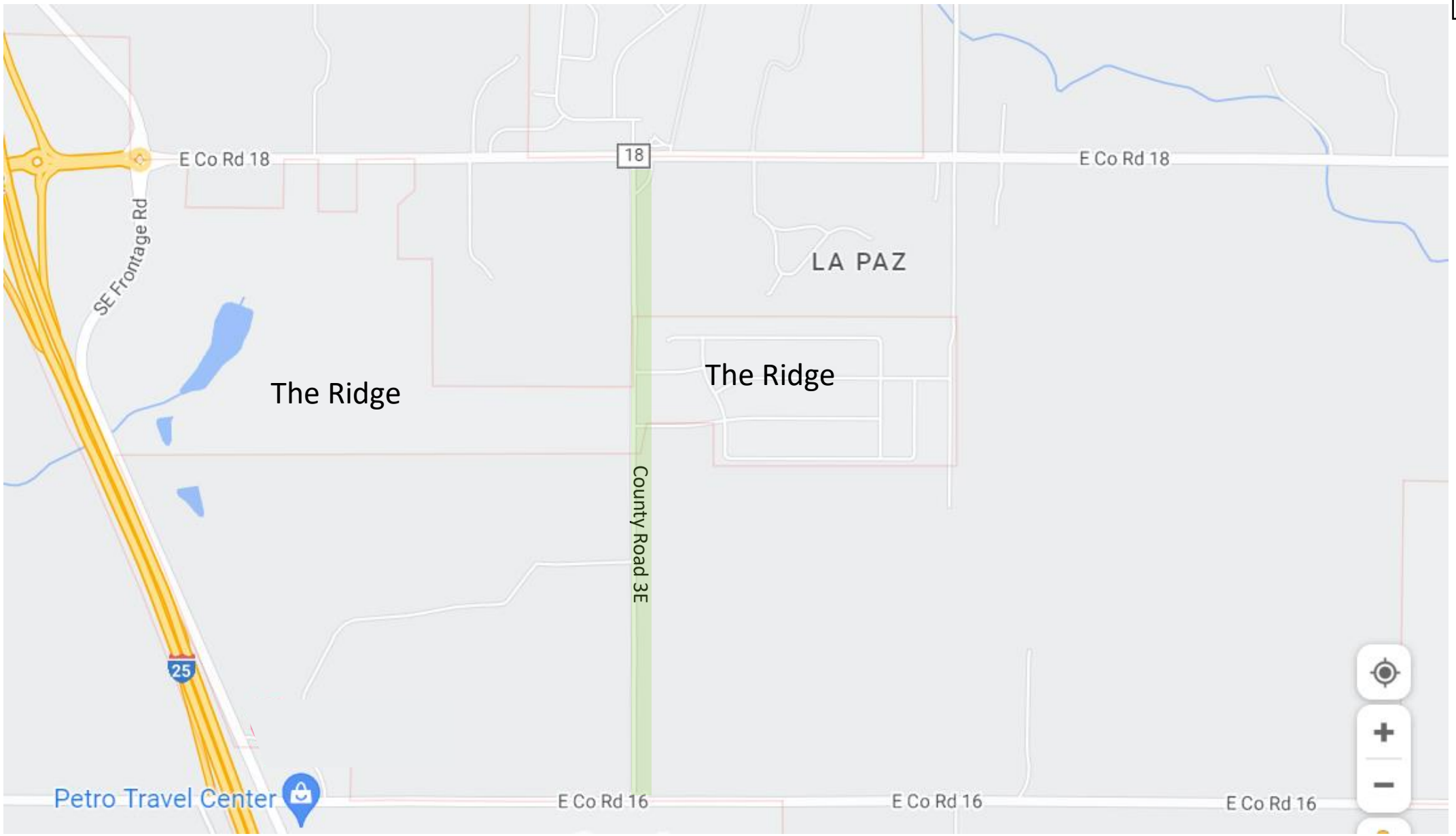
For Approval: I move to approve the Intergovernmental Agreement with Larimer County for Operations and Maintenance of County Road 3e.

For Denial: I move to not approve the Intergovernmental Agreement with Larimer County for Operations and Maintenance of County Road 3e.

Reviewed and Approved for Presentation,

Town Manager

Site Map


E Co Rd 18
18
E Co Rd 18
SE Frontage Rd
LA PAZ
The Ridge
The Ridge
County Road 3E
25
Petro Travel Center
E Co Rd 16
E Co Rd 16
E Co Rd 16

INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF PUBLIC ROADWAY

This Intergovernmental Agreement for Maintenance of Public Roadway ("Agreement") dated _____, 2022, is entered into by and between THE TOWN OF JOHNSTOWN, a Colorado home rule municipal corporation ("Town") and the BOARD OF COUNTY COMMISSIONERS FOR THE COUNTY OF LARIMER ("County").

RECITALS

1. Portions of the Town's corporate limits extend into eastern Larimer County; and

2. Johnstown Ridge Road ("LCR 3E") is an important roadway which is seeing increasing use as population within the Town limits continues to grow in the area; and

3. In the vicinity of Johnstown Ridge Road between LCR 16 and LCR 18, portions of the Johnstown Ridge Road right-of-way do not lie in the Town's corporate limits; and

4. At present, the County maintains those portions of Johnstown Ridge Road described above that are not within the Town's corporate limits ("Maintenance Segments"); and

5. The parties agree that the Town, or a developer in the Town, will design and make certain improvements to the Maintenance Segments based primarily on the Town's standards, rules and regulations in a manner acceptable to the County and the Town ("Road Improvements"); and

6. In light of the growth within the Town's limits impacting the Maintenance Segments and the fact that the Town has not annexed these Maintenance Segments, the parties have concluded that responsibility for ongoing maintenance of the Maintenance Segments should more appropriately fall on the Town; and

7. The parties desire to set forth their understandings regarding ongoing maintenance of the Maintenance Segments herein; and

8. The Colorado Local Government Land Use Control Enabling Act, § 29-20-101, *et. seq*., authorizes local governments to enter into agreements for the provision of services and governmental functions otherwise reserved to each party by law.

NOW, THEREFORE, the parties agree as follows:

1. The Town shall maintain the Maintenance Segments, consisting of the roadway, shoulders and abutting stormwater drainage facilities. Maintenance shall include but not be limited to all routine surface and pothole repairs, overlay, future reconstruction (if agreed-upon as provided in Paragraph 3), temporary full-depth patches, expansion bump removal on bituminous surfaces, crack and joint sealing, striping, cleaning and litter pickup, snow and

ice control, sweeping, traffic control devices, appurtenances and traffic control signage maintenance and other maintenance services currently being performed by the County.

2. The County shall bear no expense associated with the maintenance responsibility undertaken by the Town under this Agreement. All maintenance costs incurred by the Town under this Agreement shall be its sole responsibility.

3. Except as to the maintenance responsibility delegated to the Town hereunder, the County shall retain ownership of and control over the Maintenance Segments. However, the Town shall issue all required utility permits for the Maintenance Segments. The County shall issue all other permits, including access permits. The County acknowledges that the Town shall not be responsible for any additional maintenance to any improvements or modifications to the Maintenance Segments made by the County subsequent to the date of this Agreement unless the Town agrees in writing.

4. All work within the Maintenance Segments performed by the Town shall be undertaken consistent with commonly accepted local industry standards and the most-current edition of the Manual on Uniform Traffic Control Devices. Each party shall maintain adequate automobile, workers compensation and liability insurance with respect to any Town or County employees performing work within the Maintenance Segments. Each party will promptly notify the other of any claims, notice of which is received by either party. Neither party will look to the other for indemnification for any claims arising out the allocation of authority pursuant to this Agreement.

5. The parties agree that it would be best if the Maintenance Segments were under the jurisdiction of the Town. Based on this, the Town will work to annex the Maintenance Segments.

6. This Agreement shall be of indefinite duration until such time as the Maintenance Segments are annexed by the Town, except that, if the Town and the County do not agree upon the Road Improvements referenced in Paragraph 5 of the Recitals then the Town may, at its discretion, provide thirty (30) days written notice to the County to terminate this Agreement.

7. Should any dispute arise with respect to the parties' rights and obligations hereunder, the parties will first refer the matter to alternative dispute resolution, the cost of which shall be borne in equal shares. The specific method of alternative dispute resolution shall be subject to further discussion, taking into account the nature of the controversy, the amount in dispute, and long history of cooperation enjoyed by the parties. Each party shall bear its own attorney fees and costs in the event of a dispute.

8. The financial undertakings of the parties herein are and shall be subject to appropriation. Nothing herein shall be deemed a multiple fiscal-year obligation of either party.

9. The Town assumes responsibility and liability for the work done by the Town on the Maintenance Segments, and for and suits arising solely from such work.

10. Nothing herein shall be deemed a waiver or modification of any immunity enjoyed by either party under the Colorado Governmental Immunity Act or at common law.

11. This Agreement shall benefit only the signatories hereto. There are no third party beneficiaries intended.

12. This Agreement may be executed in counterparts which, when assembled, shall be deemed a completed agreement.

ATTEST:

By: _____
Diana Seele, Town Clerk

TOWN OF JOHNSTOWN, COLORADO

By: _____
Gary Lebsack, Mayor

BOARD OF COMMISSIONERS OF

LARIMER COUNTY, COLORADO

By: _____

Chair

ATTEST:

_____

County Clerk

Date: _____

APPROVED AS TO FORM

_____

COUNTY ATTORNEY

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	July 6, 2022
SUBJECT:	Contract with Connell Resources Inc for Pavement Maintenance Program
ACTION PROPOSED:	Approval of a Contract with Connell Resources, Inc for Pavement Maintenance Program
ATTACHMENTS:	1. Contract 2. Connell Bid 3. Alternative Bid 4. Site Map 5. Severance Contract
PRESENTED BY:	Troy White, Public Works Director

AGENDA ITEM DESCRIPTION:

The Public Works Department is continuing with the pavement maintenance program for this year and would like to mill and overlay Parish Ave from Charlotte Street to CR 46.5. This road is classified in poor condition based on the Town's Street Assessment conducted in 2019/2020 and the mill and overlay will renew the roadway surface and extend the life of the roadway.

The project will be broken down into 2 phases. Phase I will be the section of Parish Ave between Charlotte Street and SH 60. Staff is asking for a variance on construction work time so the work can take place at night and minimize the impacts to the businesses along Parish Ave. The work would be milled the first night, reopened to traffic and closed on the second night for paving and be reopened the following morning for traffic. The work will take place during the evening and the preliminary timeframe for work on the roadway would be from 7 p.m. to 12 a.m., to minimize impact to the downtown businesses. Direct outreach will take place with each of the business along this stretch of Parish Avenue should Council approve the project.

Phase II will be the section of Parish Ave south of SH 60 to WCR 46.5. This project would take place after a.m. peak traffic. Town Staff will work with residents regarding "no parking" on Parish Avenue during the project.

This maintenance is just part of the overall Pavement Maintenance Program for 2022. Other work includes the HA5 treatment in Thompson River Ranch area which was approved in April 2022 by Council and Chip Seal projects which are still being determined.

The Town of Johnstown is piggybacking off a recently approved contract with Connell Resources Inc. and the Town of Severance. The pricing the Town received is less than per unit cost of Severance due to our project being much larger.

The total project cost for Phases I & II is $411,428.35. Staff would request a total of $425,000 be approved for this scope of work for unanticipated changes.

Town Staff is also working with Connell to mill and overlay the parking lot at the Johnstown Housing Authority (JHA). Funds have been appropriated by Council for this work in FY 2022, assuming JHA desires to move forward with the work. A loan arrangement would be established for this cost to reimburse the Town for this cost with similar terms to that of the building debt service. Housing Authority will reimburse the Town for all direct cost. The bid price for this work is $112,645. Budgeted for this work in FY 2022 is $111,500.

Alternative Project Scope:

As an alternative scope, Staff would like for the Council to consider a full depth milling of Parish Ave. (CR17) from 46.5 to CR 40. This project alternative add would include the milling of the existing roadway, mixing the millings into the road base, and overlaying with 5" of asphalt. This section of roadway is currently rated 3 out of 10, which is listed as very poor condition. This section of roadway is a constant maintenance issue costing thousands of dollars and hundreds of man hours annually to maintain, with only a minimal level of service able to be achieved.

The milling and 5" overlay for this section of roadway would provide a brand-new roadway surface with a solid base to prevent deterioration and would provide a quality road life of 15+ years. Additionally, the shoulders will be mixed with asphalt base material to provide additional stability and life to the roadway.

The bid price for this work is $2,989,938.35. Staff would respectfully request $3 million to complete this work in the case of incidental and unanticipated costs. This is not a budgeted line item in FY 2022 and a budget amendment would be necessary to authorize this project scope expansion.

LEGAL ADVICE:

Legal has reviewed the Contract.

FINANCIAL ADVICE:

The funding for Phases I & II are programed in this year's Pavement Maintenance Program. The funding for the JHA parking lot is also appropriated with the remaining balance of the work able to be absorbed in the current general fund budget where the funds are appropriated.

The Alternative Added scope for Councils consideration would reduce the Street and Alley Fund Balance from $11,930,371.00 to $8,930,371.00 should the alternative be approved.

RECOMMENDED ACTION:

Town staff recommends approval of the contract Connell Resources Inc

SUGGESTED MOTIONS:

For Approval: I move to award the contract with Connell Resources Inc. in an amount not to exceed $537,645 and approve the Town Manager to sign the contracts for Phase I & II of the Pavement Management Program and if necessary, a change order to include the JHA parking lot.

Alternative Motion: For Approval: I move to award the contract with Connell Resources Inc. in an amount not to exceed $3,537,645 and approve the Town Manager to sign the contracts and if necessary, change order to include the JHA parking lot.

For Denial: I move to not approve the contract Connell Resources Inc.

Reviewed and Approved for Presentation,

Town Manager

TOWN OF JOHNSTOWN
CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made and entered this 20th day of June, 2022, by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town"), and Connell Resources Inc., a Colorado corporation ("Contractor") (collectively, the "Parties").

RECITALS

WHEREAS, the Town seeks to mill and overlay Parish Ave between Charlotte Street and Weld County Road 46 ½.; and

WHEREAS, the Contractor has the requisite skills and experience to perform the work; and

WHEREAS, the Town desires to engage the services of Contractor to perform the work and Contractor desires to perform the work described herein for the Town; and

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

AGREEMENT

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

1. Scope of Work and Standard of Performance.

   A. Contractor agrees to perform the work set forth on the proposal dated June 13, 2022, which is attached hereto and incorporated herein by reference as Exhibit A Connell Quotation dated June 13, 2022 and per Exhibit B – Phasing Plan ("Work"). The scope of the Work shall not be changed absent written agreement of the Parties. Contractor shall furnish all labor, services, materials, tools, and equipment for the construction and completion of the Work. To the extent of a conflict between the terms of this Agreement and of Exhibit A, this Agreement shall control.

   B. Contractor shall undertake the Work in a thorough and workmanlike manner in every respect and in compliance with all applicable building codes and requirements to which the Work is subject. Contractor shall conform to the standards of quality normally observed by a person practicing in such Contractor's profession. Contractor shall at all times comply with applicable workplace and occupational safety requirements under state and federal law.

   C. Contractor has familiarized itself with the nature and the extent of the Work, the physical characteristics of the Property and the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.

2. Progress and Completion of Work.

A. Contractor shall commence the Work as soon as practicable after a pre-construction meeting. The Work shall be substantially completed, as determined by the Town, in its discretion, no later than September 1, 2022, subject to agreed extensions of time as authorized by the Town in writing, and shall be finally complete no later than October 1, 2022.

B. Timely completion of the Work is essential. Time is of the essence in all respects regarding the undertakings of Contractor under this Agreement. Therefore, Contractor shall carry out the Work with all due diligence.

C. Among other factors that the Town may consider, the Work shall be considered finally complete when all work has been finished, the Town has performed an inspection and accepted the work in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety.

D. Until final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of work from any cause whatsoever, Contractor shall be responsible for all building materials and shall properly store same, if necessary. Contractor shall correct or replace, at its own expense and as required by Town, any building material or portions thereof which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended by this Agreement. Contractor shall be relieved of the responsibilities provided in this section upon final acceptance of the work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

E. Upon the Town's written acceptance of the Work, Contractor shall be released from further obligation except as set forth in the surety bond, the guarantee set forth in Section 7 or as otherwise provided in this Agreement.

3. Payment to Contractor.

A. Contractor agrees to accept an amount not to exceed _____ as full payment for the Work. No funds payable under this Agreement shall become due and payable until the Contractor provides the Town with satisfactory assurances that Contractor has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith.

B. The Town has appropriated the money necessary to fund the Project. No change order or other form of directive shall be issued by the Town requiring additional

compensable work to be performed, which causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original contract amount, unless the Town provides written assurance to the Contractor that lawful appropriations have been made to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of the Agreement.

C. On a monthly basis, Contractor shall submit to the Town for review and approval an application for payment fully completed and signed by Contractor describing the work completed through the last payment and accompanied by such supporting documentation as may be requested by the Town. Materials on hand but not complete in place may be included for payment. The Town shall, within thirty (30) days of receipt of Contractor's completed application for payment, pay an amount equal to ninety-five percent (95%) of the requested payment, with the remaining five percent (5%) held as retainage.

D. Except as otherwise provided herein, upon final completion of the Work, the Town shall, within thirty (30) days, pay to Contractor the retainage accumulated hereunder in addition to any other sums properly due Contractor upon final completion.

E. Neither the payment of any progress payment nor the payment of any retained percentage shall relieve the Contractor of any obligations to correct any defective work or material.

F. Contractor shall provide Town with written evidence that all persons who have done work or furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor.

G. Notwithstanding any other provision of this Agreement, the Town may withhold funds if required to do so pursuant to the Colorado Public Works Act, §§38-26-101, *et seq.*, C.R.S., as amended.

4. Ownership of Plans, Specifications, and Documents.

All of the plans (if any) and the contract documents are and shall remain the property of the Town.

5. Insurance and Bonds.

A. Contractor shall not commence work under this Agreement until it has presented Certificates of Insurance as required below, confirming it has obtained all insurance and bonds required by this Section 5. Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this Section. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by

reason of its failure to procure or maintain insurance in sufficient amounts, durations, or type.

B. Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's subcontractors in Contractor's own policy with respect to), the minimum insurance coverages set forth below:

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each accident with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

D. Certificates of Insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify this project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town

reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of the Contractor to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the Town may immediately terminate the Agreement, or, at its discretion, may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

F. Contractor shall furnish a performance bond and payment bond in an amount at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the Agreement, including but not limited to the guarantee period provided in Section 7 below. All bonds shall be in the forms approved by the Town. These bonds shall remain in effect at least until two years after the date of final payment. All bonds shall be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

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

6. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the negligent act, omission, or other fault of the Town.

7. Contractor's Guarantee of Work.

Contractor shall guarantee all work under this Agreement as being free of defects for a period of two (2) years from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of Contractor's guarantee period due to defective or inferior materials or workmanship, or due to the failure to construct the Work in accordance with the Agreement, then the Contractor shall, upon notice by Town, immediately place such guaranteed work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guarantee. However, Town shall not have any work performed independently to fulfill contractor's guarantee and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

8. Independent Contractor.

Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the work will be performed. Contractor shall have the right to employ such assistance as may be required for the performance of work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment. THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR AND THE CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS UNDER ANY WORKERS' COMPENSATION INSURANCE POLICY OF THE TOWN, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX AND OTHER APPLICABLE TAXES AND OTHER AMOUNTS DUE ON ANY MONEYS PURSUANT TO THIS AGREEMENT.

9. Costs and Attorneys' Fees.

In the event of litigation enforcing or interpreting the terms of the within Agreement, and only in the event the Town is the prevailing party, the Town shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses.

10. No Assignment.

This Agreement shall not be assigned by the Contractor without the prior written approval of the Town. Contractor shall have the right to employ such assistance as may be required for the performance of the Work, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractor's rights and duties hereunder.

11. Governing Law and Venue.

The interpretation and enforcement of this Agreement shall be in accordance with Colorado law. The Parties agree to the jurisdiction and venue of the courts of Weld County, Colorado, in connection with any dispute arising out of or in any matter connected with this Agreement.

12. Dispute Resolution.

In the event of any dispute arising under this Agreement, the Parties shall submit the matter to mediation prior to commencing legal action. The cost of the mediation shall be split equally.

13. Notice.

Any notice required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by a nationally recognized overnight delivery service, by certified mail or by e-mail (on condition of confirmation of receipt), as appropriate, to: (i) if to Contractor, the last-known physical address or email address of Contractor or (ii) if to the Town, to, Matt LeCerf, Town Manager, 450 S. Parish Avenue, Johnstown, CO 80534, mlecerf@townofjohnstown.com.

14. Acceptance of Work.

No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of work done and materials furnished under this Agreement, and that all claims for materials provided or labor performed have been paid or set aside in full.

15. Waiver.

No waiver of any breach of this Agreement by Town or anyone acting on behalf of Town shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. No Presumption.

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

17. Severability.

If any portion of this Agreement shall be or becomes illegal, invalid or unenforceable in whole or in part for any reason, such provision shall be ineffective only to the extent of such illegality, invalidity or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any court of competent jurisdiction should deem any covenant herein to be invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

18. Amendment.

This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.

19. No Personal Liability.

In carrying out any of the provisions of this Agreement or in exercising any power or authority thereby, there shall be no personal liability of the Town, its governing body, staff, consultants, officials, attorneys, representatives, agents, or employees.

20. Required Colorado Immigration Certification.

Pursuant to § 8-17.5-101, C.R.S., *et. seq.*, Contractor by its signature hereto certifies and represents that at this time:

(i) Contractor does not knowingly employ or contract with a worker without authorization who will perform work under this Contract; and

(ii) Contractor will participate in the E-VERIFY program authorized under 8 U.S.C., Section 1324(a), jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-VERIFY Program"), or the Colorado Department of Labor and Employment program established under § 8-17.5-102 (5) (c), C.R.S., in order to confirm the employment eligibility of all employees who are newly-hired for employment within the United States.

Unless the E-VERIFY Program has been discontinued as of the date of this certification, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-VERIFY program.

Contractor is prohibited from using the E-VERIFY Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

(i) Notify such subcontractor and the Town within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the worker without authorization; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102 (5), C.R.S.

If Contractor violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the Town may terminate this Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

21. Colorado Labor Clause.

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

22. Equal Opportunity Employer.

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation.

23. Headings.

The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement 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 the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The 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 the Contractor.

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Diana Seele, Town Clerk Gary Lebsack, Mayor

Connell Resources, Inc.

By:_____
Name: John M Warren
Title: President

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

SUBSCRIBED AND SWORN to before me this 20 day of June, 2022 , by John M Warren as the President of Connell Resources, Inc.

WITNESS my hand and official seal.

My commission expires: 02-21-2026

Jennifer Lindblad
Notary Public

JENNIFER LINDBLAD
Notary Public
State of Colorado
Notary ID # 20144008302
My Commission Expires 02-21-2026

EXHIBIT A
SCOPE OF THE WORK

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191

CONNELL

Estimator: Bill Anderson

QUOTATION

Date: 6/13/2022

Submitted To:	Town Of Johnstown	**Bid Title**	Johnstown Pavement Rehab - Parish Avenue
Address:	450 S Parish Ave	**Bid Number:**	
	Johnstown, CO 80534	**Project Location:**	
Contact:	Troy White	**Project City, State:**	Johnstown, CO
Phone:	970-587-4664 **Fax:** 970-587-0141	**Engineer/Architect:**	Tait & Associates

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. North Parish					
A. General Conditions					
10.001	North Parish Mobilization / Site Management	1.00	EACH	$13,900.00	$13,900.00
				Total Price for above A. General Conditions Items:	**$13,900.00**
B. Removals					
21.102	North Parish Asphalt Removal Milling 2" - Nights	1,755.00	SY	$9.45	$16,584.75
				Total Price for above B. Removals Items:	**$16,584.75**
K. Asphalt Paving					
47.005	North Parish Asphalt Paving Overlay 2" - Nights (Grading SX N(75) PG 64-22)	1,755.00	SY	$18.00	$31,590.00
47.103	North Parish Pavement Marking - Mobilization	1.00	EACH	$444.00	$444.00
47.103	North Parish Pavement Marking - Striping	1.00	LS	$887.00	$887.00
47.103	North Parish Pavement Marking - Thermoplastic 4" Parking Stalls	130.00	LF	$6.05	$786.50
47.103	North Parish Pavement Marking - Thermoplastic Left Turn Arrow	1.00	EACH	$360.00	$360.00
47.103	North Parish Pavement Marking - Thermoplastic Right Turn/Thru Combo Arrow	1.00	EACH	$593.00	$593.00
47.103	North Parish Pavement Marking - Thermoplastic Stop Bar 24" Wide	30.00	LF	$20.90	$627.00
				Total Price for above K. Asphalt Paving Items:	**$35,287.50**
L. Traffic Control					
64-200	North Parish Traffic Control - Flagging	60.00	HR	$44.40	$2,664.00
64-200	North Parish Traffic Control - Mobilization And No Parks	3.00	HR	$77.60	$232.80
64-200	North Parish Traffic Control - Plan	1.00	EACH	$166.00	$166.00
64-200	North Parish Traffic Control - Road Closure Devices	3.00	DY	$200.00	$600.00
64-200	North Parish Traffic Control - TCS	3.00	DY	$743.00	$2,229.00
64-200	North Parish Traffic Control - Light Plants	3.00	DY	$888.00	$2,664.00
				Total Price for above L. Traffic Control Items:	**$8,555.80**
				Total Price for above 1. North Parish Items:	**$74,328.05**
2. South Parish					
A. General Conditions					
10.001	South Parish Mobilization / Site Management	1.00	EACH	$13,900.00	$13,900.00
				Total Price for above A. General Conditions Items:	**$13,900.00**

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
B. Removals					
21.102	South Parish Asphalt Removal Milling 2"	16,100.00	SY	$3.80	$61,180.00
				Total Price for above B. Removals Items:	**$61,180.00**
K. Asphalt Paving					
47.005	South Parish Asphalt Paving Overlay 2" (Grading SX N(75) PG 64-22)	16,100.00	SY	$14.10	$227,010.00
47.103	South Parish Pavement Marking - Mobilization	1.00	EACH	$444.00	$444.00
47.103	South Parish Pavement Marking - Striping	1.00	LS	$4,660.00	$4,660.00
47.103	South Parish Pavement Marking - Thermoplastic Bike And Arrow	4.00	EACH	$416.00	$1,664.00
47.103	South Parish Pavement Marking - Thermoplastic Crosswalk 12" Wide	330.00	LF	$10.50	$3,465.00
47.103	South Parish Pavement Marking - Thermoplastic Left Turn Arrow	8.00	EACH	$360.00	$2,880.00
47.103	South Parish Pavement Marking - Thermoplastic Merge Arrow	2.00	EACH	$827.00	$1,654.00
47.103	South Parish Pavement Marking - Thermoplastic Right Turn Arrow	10.00	EACH	$360.00	$3,600.00
47.103	South Parish Pavement Marking - Thermoplastic Stop Bar 24" Wide	25.00	LF	$20.90	$522.50
				Total Price for above K. Asphalt Paving Items:	**$245,899.50**
L. Traffic Control					
64-200	South Parish Traffic Control - Flagging	140.00	HR	$44.40	$6,216.00
64-200	South Parish Traffic Control - Mobilization And No Parks	3.00	HR	$77.60	$232.80
64-200	South Parish Traffic Control - Plan	1.00	EACH	$166.00	$166.00
64-200	South Parish Traffic Control - Road Closure Devices	7.00	DY	$238.00	$1,666.00
64-200	South Parish Traffic Control - TCS W Helper	7.00	DY	$1,120.00	$7,840.00
				Total Price for above L. Traffic Control Items:	**$16,120.80**
				Total Price for above 2. South Parish Items:	**$337,100.30**
				Total Bid Price:	**$411,428.35**

Notes:

- Pricing is based upon drawings titled "Johnstown Pavement Rehabilitation" dated 6/2/22, Sheets 1,2, and 3, prepared by Tait & Associates. Performance and Payment Bonds are included.
- The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, CDOT, etc.; Maintenance of erosion control devices for others; quality control or acceptance testing.
- Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment.
- Asphalt Paving Material Shall be Grading SX, N(75) PG 64-22. Modified Oils PG 64-28 are excluded but can be provided for an additional fee.

CONDITIONS AND AGREEMENTS

1.WITHDRAWAL OF QUOTATION: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.
2.PERFORMANCE: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.
3.SPONSOR'S RESPONSIBILITIES: This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.
4.SOIL MECHANICS AND UNDERGROUND CONDITIONS: During excavation, if material is encountered that a 1-¼ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.
5.DESIGN AND ENGINEERING SERVICES: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties.
6.EXTRA WORK: Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the

work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7.QUANTITY DETERMINATION AND BILLINGS: For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8.PAYMENT TERMS: The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1-½% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment.

9.DEFAULT: If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default.

10.WARRANTIES: All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11.SOIL STERILIZATION: If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12.ASPHALT PRICE ADJUSTMENTS: In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

13.AUTHORITY TO PERFORM WORK: The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14.INDEMNIFICATION/LIABILITY LIMITATION: Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15.BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16.HAZARDOUS MATERIALS: In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Connell Resources, Inc.** **Authorized Signature:** _____ **Estimator:** Bill Anderson banderson@connellresources.com

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191

Estimator: Bill Anderson

BUDGET FOR COST

Date: 6/29/2022

Submitted To:	Town Of Johnstown	**Budget Title:**	Town Of Johnstown Housing Authority Asphalt Pavement Replacement
Address:	450 S Parish Ave	**Budget Number:**	
	Johnstown, CO 80534	**Project Location:**	202 N Greeley Ave
Contact:	Troy White	**Project City, State:**	Johnstown, CO
Phone:	970-587-4664 **Fax:** 970-587-0141	**Engineer/Architect:**	

We have prepared for your information the following items for budget evaluation purposes for the referenced project. This budget includes conceptual quantities, resource costs, scope-of-work and schedules and therefore may not completely represent all items of work or cost ultimately necessary for completion of the project. This budget was prepared using reasonable skill and judgment, but is not an offer to perform the Work described.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Conditions					
10.001	Mobilization / Site Management	1.00	LS	$7,010.00	$7,010.00
29.101	Pothole Existing Utilities	4.00	EACH	$258.00	$1,032.00
				Total Price for above A. General Conditions Items:	**$8,042.00**
B. Removals					
22.100	Asphalt Removal Milling 4"	2,470.00	SY	$8.40	$20,748.00
				Total Price for above B. Removals Items:	**$20,748.00**
D. Earthwork					
23.100	Subgrade Preparation (+/- 0.1 Ft)	2,470.00	SY	$2.30	$5,681.00
				Total Price for above D. Earthwork Items:	**$5,681.00**
K. Asphalt Paving					
47.011	Asphalt Paving Parking Lot Light Duty 4" Asphalt / Soil Sterilant	2,470.00	SY	$31.20	$77,064.00
47.103	Pavement Marking Allowance	1.00	LS	$1,110.00	$1,110.00
				Total Price for above K. Asphalt Paving Items:	**$78,174.00**
				Total Bid Price:	**$112,645.00**

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191

Estimator: Bill Anderson

QUOTATION

Date: 6/29/2022

Submitted To:	Town Of Johnstown	**Bid Title**	Johnstown Pavement Rehab - Mill & Overlay, FDR Parish Avenue
Address:	450 S Parish Ave	**Bid Number:**	
	Johnstown, CO 80534	**Project Location:**	Parish Avenue
Contact:	Troy White	**Project City, State:**	Johnstown, CO
Phone:	970-587-4664 **Fax:** 970-587-0141	**Engineer/Architect:**	Tait & Associates

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. North Parish					
A. General Conditions					
10.001	North Parish Mobilization / Site Management	1.00	EACH	$14,000.00	$14,000.00
				Total Price for above A. General Conditions Items:	**$14,000.00**
B. Removals					
21.102	North Parish Asphalt Removal Milling 2" - Nights	1,755.00	SY	$9.45	$16,584.75
				Total Price for above B. Removals Items:	**$16,584.75**
K. Asphalt Paving					
47.005	North Parish Asphalt Paving Overlay 2" - Nights (Grading SX N(75) PG 64-22)	1,755.00	SY	$18.40	$32,292.00
47.103	North Parish Pavement Marking - Mobilization	1.00	EACH	$443.00	$443.00
47.103	North Parish Pavement Marking - Striping	1.00	LS	$887.00	$887.00
47.103	North Parish Pavement Marking - Thermoplastic 4" Parking Stalls	130.00	LF	$6.05	$786.50
47.103	North Parish Pavement Marking - Thermoplastic Left Turn Arrow	1.00	EACH	$360.00	$360.00
47.103	North Parish Pavement Marking - Thermoplastic Right Turn/Thru Combo Arrow	1.00	EACH	$593.00	$593.00
47.103	North Parish Pavement Marking - Thermoplastic Stop Bar 24" Wide	30.00	LF	$20.90	$627.00
				Total Price for above K. Asphalt Paving Items:	**$35,988.50**
L. Traffic Control					
64-200	North Parish Traffic Control - Flagging	60.00	HR	$44.40	$2,664.00
64-200	North Parish Traffic Control - Mobilization And No Parks	3.00	HR	$77.60	$232.80
64-200	North Parish Traffic Control - Plan	1.00	EACH	$166.00	$166.00
64-200	North Parish Traffic Control - Road Closure Devices	3.00	DY	$200.00	$600.00
64-200	North Parish Traffic Control - TCS	3.00	DY	$743.00	$2,229.00
64-200	North Parish Traffic Control - Light Plants	3.00	DY	$887.00	$2,661.00
				Total Price for above L. Traffic Control Items:	**$8,552.80**
				Total Price for above 1. North Parish Items:	**$75,126.05**
2. South Parish					
A. General Conditions					
29.101	Pothole Existing Utilities In FDR Areas	40.00	HR	$257.00	$10,280.00
10.001	South Parish Mobilization / Site Management	1.00	EACH	$85,800.00	$85,800.00

				Total Price for above A. General Conditions Items:	**$96,080.00**

B. Removals

21.102	South Parish Asphalt Removal Milling 2"	16,100.00	SY	$3.60	$57,960.00
				Total Price for above B. Removals Items:	**$57,960.00**

K. Asphalt Paving

47.005	South Parish Asphalt Paving Overlay 2" (Grading SX N(75) PG 64-22)	16,100.00	SY	$13.90	$223,790.00
47.506	Adjust Valve Box In Asphalt Pavement	26.00	EACH	$379.00	$9,854.00
35.001	Aggregate Base Course Shouldering (Utilize FDR Asphalt)	6.00	DY	$4,250.00	$25,500.00
47.502	Adjust Manhole In Asphalt Pavement	13.00	EACH	$797.00	$10,361.00
47.005	South Parish Full Depth Reclamation (FDR) Existing Asphalt Paving (Assume 5" Thick)	60,650.00	SY	$3.80	$230,470.00
47.005	South Parish Full Depth Reclamation Asphalt Paving Overlay 5" (Grading SX N(75) PG 64-22)	60,650.00	SY	$33.60	$2,037,840.00
47.103	South Parish Pavement Marking - Mobilization	1.00	EACH	$443.00	$443.00
47.103	South Parish Pavement Marking - Striping	1.00	LS	$37,900.00	$37,900.00
47.103	South Parish Pavement Marking - Thermoplastic Bike And Arrow	4.00	EACH	$416.00	$1,664.00
47.103	South Parish Pavement Marking - Thermoplastic RR Crossing Stencil	2.00	EACH	$1,860.00	$3,720.00
47.103	South Parish Pavement Marking - Thermoplastic Crosswalk 12" Wide	330.00	LF	$10.50	$3,465.00
47.103	South Parish Pavement Marking - Thermoplastic Left Turn Arrow	22.00	EACH	$371.00	$8,162.00
47.103	South Parish Pavement Marking - Thermoplastic Merge Arrow	4.00	EACH	$826.00	$3,304.00
47.103	South Parish Pavement Marking - Thermoplastic Right Turn Arrow	18.00	EACH	$371.00	$6,678.00
47.103	South Parish Pavement Marking - Thermoplastic Stop Bar 24" Wide	25.00	LF	$20.90	$522.50
				Total Price for above K. Asphalt Paving Items:	**$2,603,673.50**

L. Traffic Control

64-200	South Parish Traffic Control - Flagging	2,000.00	HR	$44.40	$88,800.00
64-200	South Parish Traffic Control - Mobilization And No Parks	3.00	HR	$77.60	$232.80
64-200	South Parish Traffic Control - Plan	1.00	EACH	$166.00	$166.00
64-200	South Parish Traffic Control - Road Closure Devices	50.00	DY	$238.00	$11,900.00
64-200	South Parish Traffic Control - TCS W Helper	50.00	DY	$1,120.00	$56,000.00
				Total Price for above L. Traffic Control Items:	**$157,098.80**

Total Price for above 2. South Parish Items:	**$2,914,812.30**

Total Bid Price:	**$2,989,938.35**

Notes:

- Pricing is based upon drawings titled "Johnstown Pavement Rehabilitation" dated 6/23/22, Sheets 1,2, and 3, prepared by Tait & Associates, and modified per the attached Connell Resources exhibit dated June 23, 2022.
- The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, CDOT, etc.; Maintenance of erosion control devices for others; quality control or acceptance testing.
- Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment.
- Asphalt Paving Material Shall be Grading SX, N(75) PG 64-22. Modified Oils PG 64-28 are excluded but can be provided for an additional fee.

CONDITIONS AND AGREEMENTS

1.WITHDRAWAL OF QUOTATION: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within

thirty (30) days from date of issue.

2.PERFORMANCE: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.

3.SPONSOR'S RESPONSIBILITIES: This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.

4.SOIL MECHANICS AND UNDERGROUND CONDITIONS: During excavation, if material is encountered that a 1-¼ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5.DESIGN AND ENGINEERING SERVICES: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties.

6.EXTRA WORK: Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7.QUANTITY DETERMINATION AND BILLINGS: For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8.PAYMENT TERMS: The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1-½% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment.

9.DEFAULT: If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default.

10.WARRANTIES: All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11.SOIL STERILIZATION: If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12.ASPHALT PRICE ADJUSTMENTS: In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

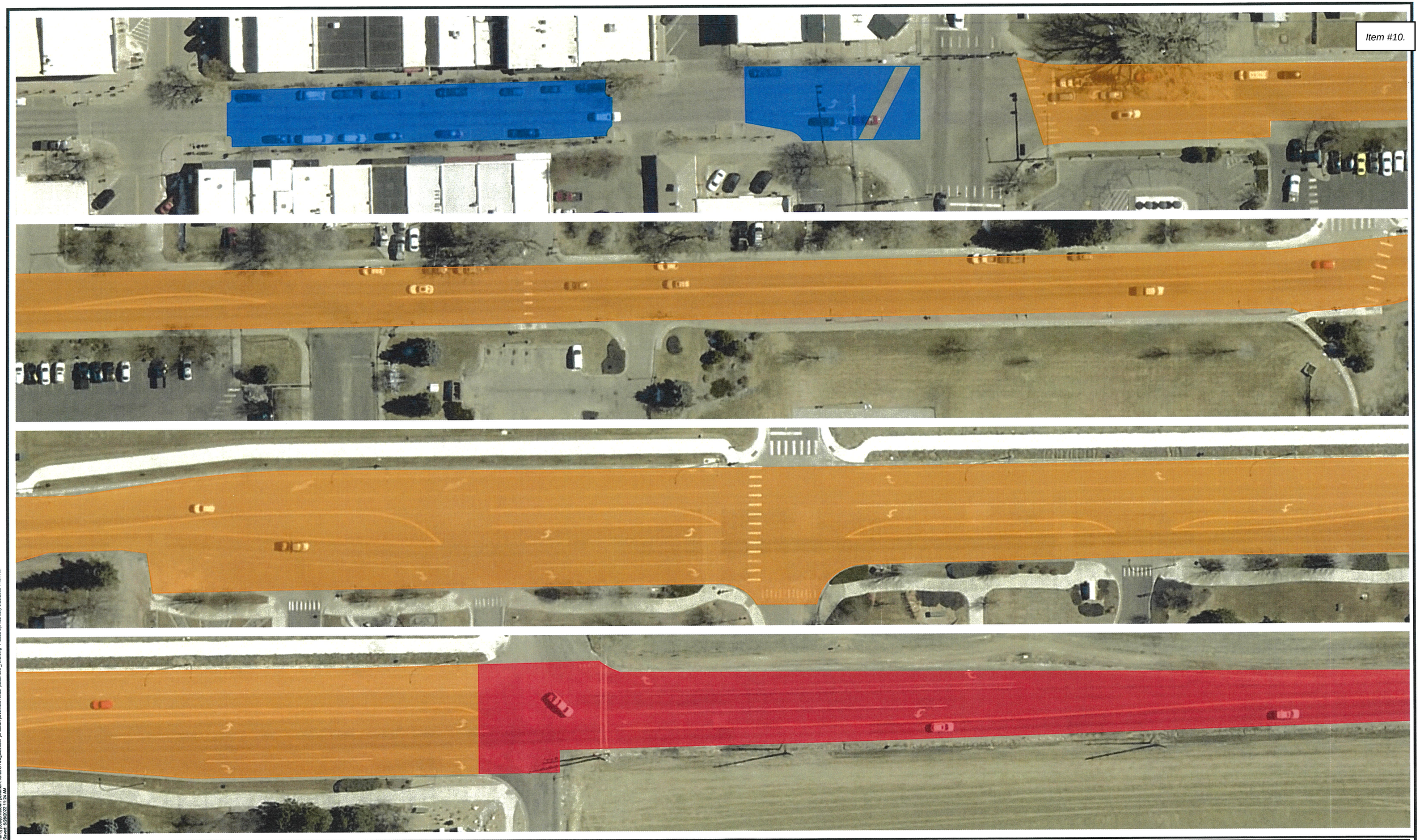
13.AUTHORITY TO PERFORM WORK: The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14.INDEMNIFICATION/LIABILITY LIMITATION: Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15.BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16.HAZARDOUS MATERIALS: In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Connell Resources, Inc.**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Bill Anderson banderson@connellresources.com



CONNELL

CONNELL RESOURCES, INC.
7785 Highland Meadows Parkway, Suite 100
Fort Collins, Co 80528
PHONE: 970-223-3151 FAX: 970-223-3191

0 60 120
Scale: 1"= 60'

General Notes

- N Parish Ave Mill & Overlay Phase 1- 1,753 SY
- S Parish Mill & Overlay Ave Phase 2- 16,098 SY
- S Parish Pulverize & Pave Phase 2- 60,632 SY

N E S W

No.	Revision	Date

Project: *Parish Ave*

Date: June 23, 2022

Sheet Number: 1

Number of Sheets:

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Scale: 1"= 60'

General Notes

- N Parish Ave Mill & Overlay Phase 1- 1,753 SY
- S Parish Mill & Overlay Ave Phase 2- 16,098 SY
- S Parish Pulverize & Pave Phase 2- 60,632 SY

No.	Revision	Date

Project: *Parish Ave*
Date: June 23, 2022
Sheet Number: 2
Number of Sheets: 5

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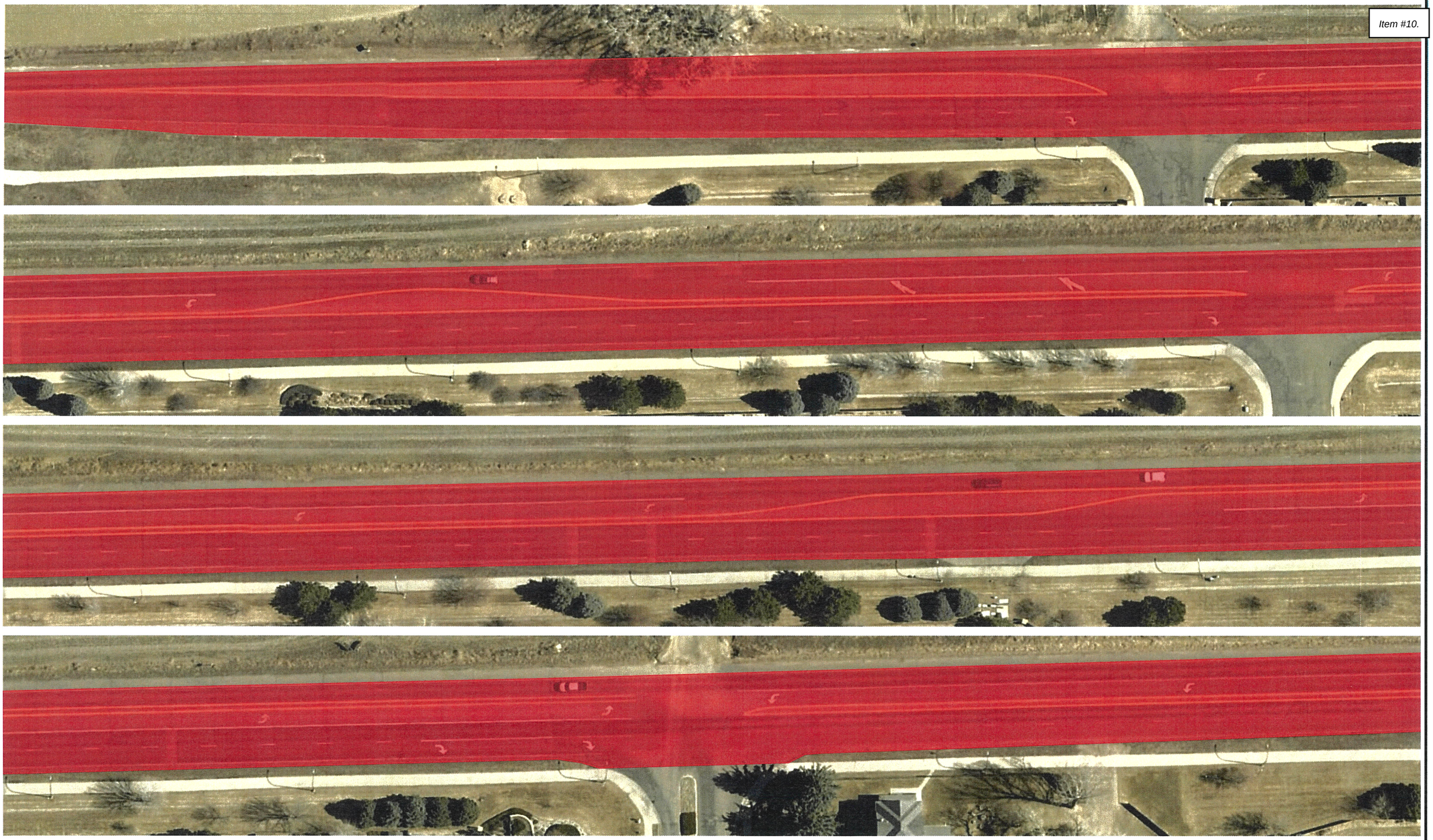

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Fort Collins, Co 80528
PHONE: 970-223-3151 FAX: 970-223-3191

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General Notes

- N Parish Ave Mill & Overlay Phase 1- 1,753 SY
- S Parish Mill & Overlay Ave Phase 2- 16,098 SY
- S Parish Pulverize & Pave Phase 2- 60,632 SY

N E S W

No.	Revision	Date

Project: *Parish Ave*
Date: June 7, 2022
Sheet Number: 3
Number of Sheets: 5

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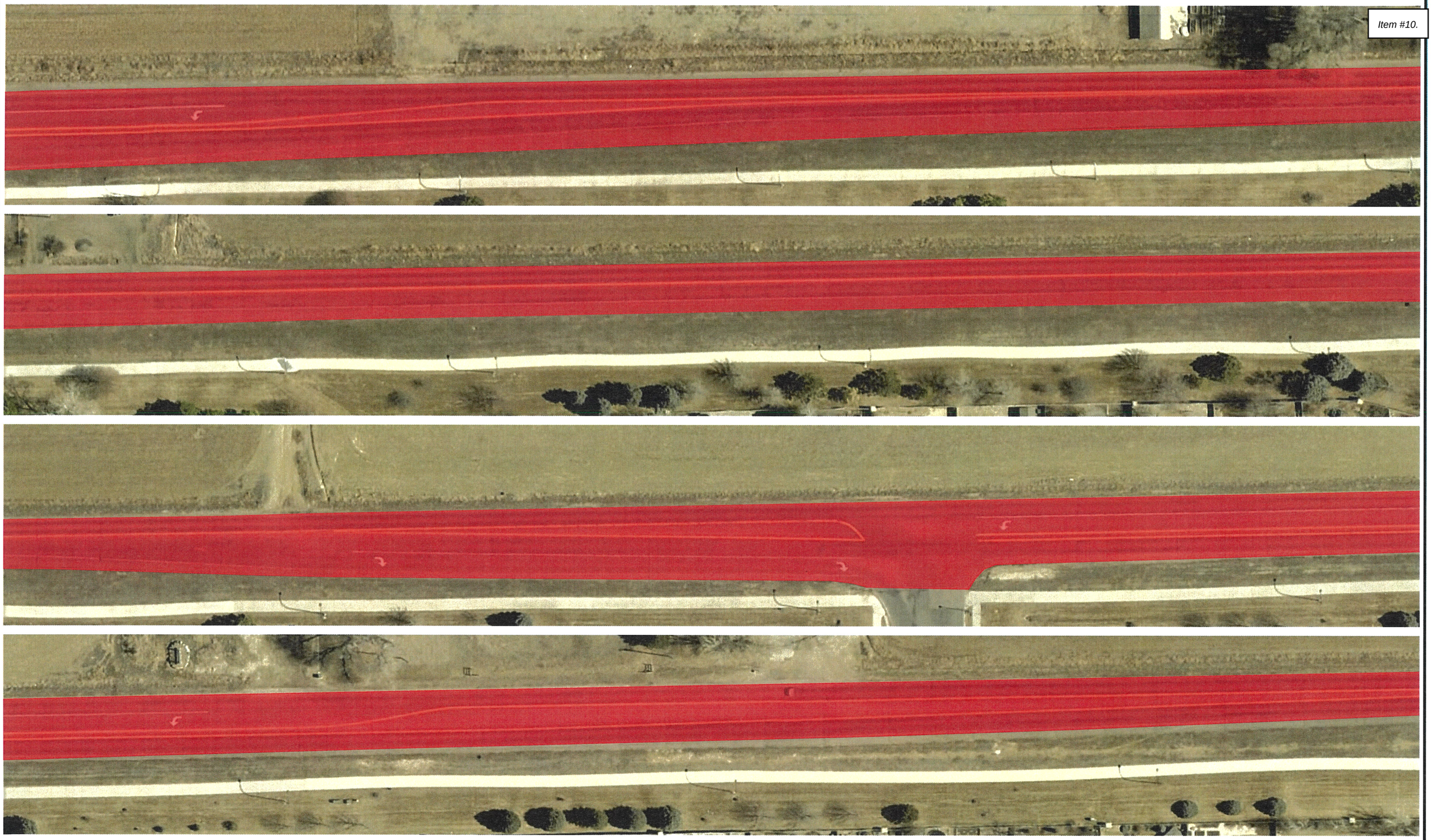

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CONNELL RESOURCES, INC.
7785 Highland Meadows Parkway, Suite 100
Fort Collins, Co 80528
PHONE: 970-223-3151 FAX: 970-223-3191

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Scale: 1"= 60'

General Notes

- N Parish Ave Mill & Overlay Phase 1- 1,753 SY
- S Parish Mill & Overlay Ave Phase 2- 16,098 SY
- S Parish Pulverize & Pave Phase 2- 60,632 SY

N E S W

No.	Revision	Date

Project: *Parish Ave*
Date: June 23, 2022
Sheet Number: 4
Number of Sheets: 5

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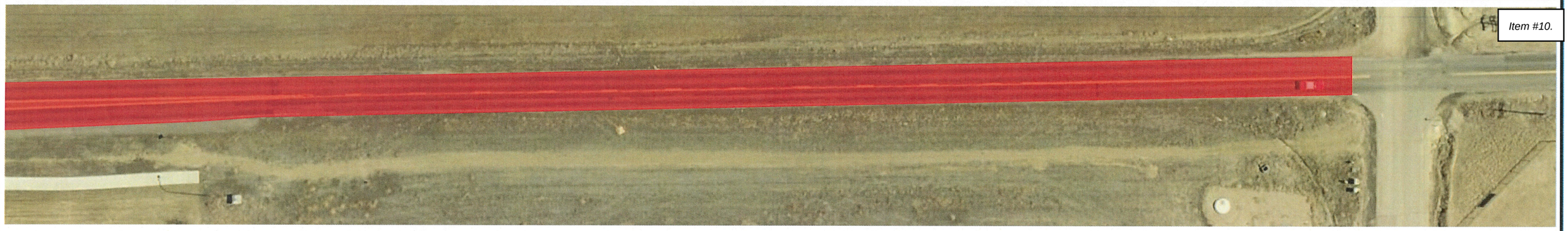

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7785 Highland Meadows Parkway, Suite 100
Fort Collins, Co 80528
PHONE: 970-223-3151 FAX: 970-223-3191

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Scale: 1"= 60'

General Notes

- N Parish Ave Mill & Overlay Phase 1- 1,753 SY
- S Parish Mill & Overlay Ave Phase 2- 16,098 SY
- S Parish Pulverize & Pave Phase 2- 60,632 SY

No.	Revision	Date

Project: *Parish Ave*
Date: June 23, 2022
Sheet Number: 5
Number of Sheets: 5

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Item #10.

PERMIT APPLICATION FOR EXCAVATION IN PUBLIC RIGHT-OF-WAY OR TRAVEL LANE CLOSURES

Application processing is 14 days for all Right-of-Way and shoulder work and 21 Days for full road closures.
Plans must clearly show the proposed work and must be included with the permit.

Applicant: Fill out Sections 1-4 Only

Town Use Only

1.
ApplicantName: William S Anderson,
Company: Connell Resources, Inc.
Address: 7785 Highland Meadows Pkwy. Suite 100
City/State/Zip: Windsor CO 80550
Phone: 970-223-3151
Email: banderson@connellresources.com
ContactName: Bill Anderson Phone: 970-227-9994
Email: banderson@connellresources.com
Associated Project: CR 74 West of CR 21

2.
Address/Intersection of Work: CR 74 West of CR 21
Start Date (Required): June ~~14 2022~~ 15, 2022
Completion Date (Required): June ~~14 2022~~ 15, 2022
Description of Work Mill and Pave, Patching

Street Cut Size (If applicable)
_____Width_____Length_____Depth

3.
The Following are REQUIRED for Permit Approval: (Please Check)

- ☒ Application must be completed and signed by the party responsible for the permit.
- ☒ Copy of Traffic Control Plan attached
- ☒ Copy of Site Plan attached

Are you Providing As-Builts

- ☐ Yes
- ☒ No

Permit #: ROW 2022-19
Approval Date: 6.9.22
Expiration Date: 7.9.22
Reviewed By:
Conditions:

Fees:

Application Fee:
Non-Refundable $ ~~$50.00~~ Waived, Town Project
General Excavation: $_____
Major Excavation: $_____
Other: $_____
Card Service Fee 3 %: $_____
Total Due: $_____

4.
I hereby, agree to be bound by any applicable provisions of the Town of Severance Construction Specifications, the Town of Severance Municipal Code, the Manual on Uniform Traffic Control devices, and to such special conditions, restrictions, and regulations, as well as all applicable taxes and fees as may be reasonably imposed by the Town of Severance for the access use requested. The undersigned will save the Town of Severance harmless from all suits and damage resulting from the performance of the work or use of the access. In the event work related to this permit is completed without inspection and approval, the applicant may be required to remove the work and undertake corrective action at the applicant's expense, and an additional fee, in an amount not less than double original permit total will be charged.

I certify that If As-Builts are required per this application (see above) they will be provided within 45 days of completion of project.

I certify that that I have reviewed the Schedule of Fees as approved by Resolution of the Town of Severance and agree to pay all fees and costs incurred.

Applicant's Signature: Will S. A
Printed Name: William S Anderson
Date: June 7 2022

APPROVED
By Abdul Barzak at 7:39 am, Jun 09, 2022

For inspections, call Severance Public Works, 48 hours in advance. 970-686-1218. For all utility locates, call: 811.

CONNELL

CONNELL RESOURCES, INC.
7785 Highland Meadows Parkway, Suite 100
Fort Collins, Co 80528
PHONE: 970-223-3151 FAX: 970-223-3191

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Scale: 1'= 120'

General Notes

CR74- 2,260 SY

No.	Revision	Date

Project: *CR74- From CR21 to West*

Date: June 1, 2022

Sheet Number: 1

Number of Sheets: 1

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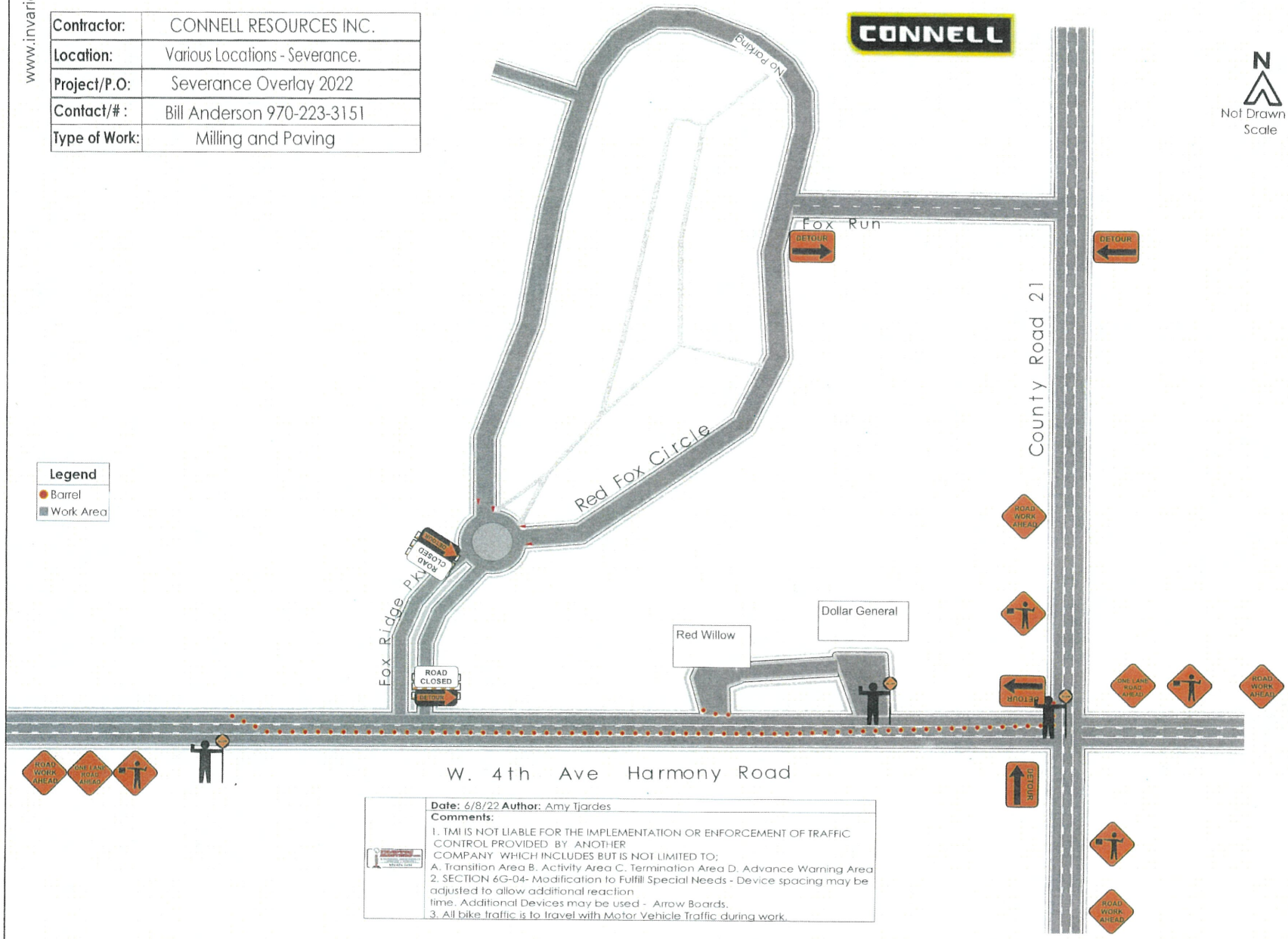
www.invarion.com

Contractor:	CONNELL RESOURCES INC.
Location:	Various Locations - Severance.
Project/P.O:	Severance Overlay 2022
Contact/# :	Bill Anderson 970-223-3151
Type of Work:	Milling and Paving



Legend
- Barrel
- Work Area

Date: 6/8/22 **Author:** Amy Tjardes

Comments:

1. TMI IS NOT LIABLE FOR THE IMPLEMENTATION OR ENFORCEMENT OF TRAFFIC CONTROL PROVIDED BY ANOTHER COMPANY WHICH INCLUDES BUT IS NOT LIMITED TO;
A. Transition Area B. Activity Area C. Termination Area D. Advance Warning Area
2. SECTION 6G-04- Modification to Fulfill Special Needs - Device spacing may be adjusted to allow additional reaction time. Additional Devices may be used - Arrow Boards.
3. All bike traffic is to travel with Motor Vehicle Traffic during work.

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191

CONNELL

Estimator: Bill Anderson

CHANGE ORDER QUOTATION

Date: 6/3/2022

Submitted To:	Town Of Severance	**Bid Title**	Asphalt Overlay 2022 - CR 74 CR 21 West
Address:	3 South Timber Ridge Parkway	**Bid Number:**	
	Severance, CO 80546	**Project Location:**	CR 21 Harmony To Audobon
Contact:	John Zacklene	**Project City, State:**	Johnstown, CO
Phone:	970-686-1218 **Fax:** 970-686-6250	**Engineer/Architect:**	

We offer for your consideration the following Change Order Quotation which, if accepted, shall constitute a modification to the contract between us.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CR74.01	Mobilization / Site Management	1.00	LS	$5,715.50	$5,715.50
CR74.02	Asphalt Removal Milling 2"	2,260.00	SY	$7.06	$15,955.60
CR74.03	Asphalt Paving Streets 2" Overlay	2,260.00	SY	$16.75	$37,855.00
CR74.04	Pavement Marking - Striping	1.00	LS	$1,941.35	$1,941.35
CR74.05	CR 21 Traffic Control - Two Person Flagger Operation	3.00	DY	$1,430.00	$4,290.00
CR74.06	CR 21 Traffic Control - Additional Flagger	60.00	HR	$33.30	$1,998.00
				Total Bid Price:	**$67,755.45**

Notes:
- Change Order Pricing is based upon attached Connell Resources exhibit dated June 1, 2022.
- Variable Message Boards are not included but can be added for an additional fee if required.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Sponsor: Nicholas J Wharton, MPA, ICMA-CM

Signature: Nicholas J. Wharton, MPA Digitally signed by Nicholas J. Wharton, MPA Date: 2022.06.06 16:22:20 -06'00'

Date of Acceptance: 06/06/2022

CONFIRMED:

Connell Resources, Inc.

Authorized Signature:

Estimator: Bill Anderson
banderson@connellresources.com

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE:	July 6, 2022
SUBJECT:	Equipment Procurement for the new Central Wastewater Plant
ACTION PROPOSED:	Award Equipment Purchase Contract to Hydro International Wastewater, Inc. for the new Central Wastewater Plant
ATTACHMENTS:	1. Notice of Award for Hydro International, LLC 2. Professional Services Contract
PRESENTED BY:	Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

On May 16, 2022 Council approved the award of equipment procurement contracts for 5 specialized pieces of equipment for the Central Wastewater Treatment Plant Design and pending construction. 6 pieces of equipment were necessary to award, but the last equipment component was not awarded due to a design change desired in the equipment.

The equipment requiring the design change was reissued and publicly bid by posting to Rocky Mountain Bidnet and the Town's website starting May 19, 2022 with a bid opening date of June 9, 2022. The intent of the RFP was to obtain competitive pricing from qualified vendors for the furnishing and delivery of the equipment required for the grit removal.

The Town received bids from two qualified bidders. A selection committee composed of Aqua Engineering, Ramey Environmental (Town's ORC) and Town Staff reviewed the equipment bid based on operability, capital cost, operations and maintenance costs, experience and references, local service availability, warranties, and owner's preference. Based on the evaluation of the submittals, Staff is recommending an award to Hydro International Wastewater, Inc.

The Notice of Award attached identifies the equipment price that will be held for procurement once the construction Contract is awarded this Fall as well as identifies the Town's responsibilities as the project Owner to provide payment for submittal review and spare parts on each equipment package. The Town will utilize the Professional Services Agreement to execute the contracts with Hydro International for the amounts listed under submittal review and spare parts in the table above for a total amount of $58,500.00.

The table below depict the final bid prices with both change deducts and additions. Also shown is the evaluation of each of the bids based on the criteria establish for all equipment purchases.

Johnstown Central Equipment Preselection
Proposal Evaluation
GRIT REMOVAL EQUIPMENT - BID ITEM #2

Item	Evaluation Criteria	Weighted Value	Smith and Loveless		Hydro International	
			$265,500		$520,700	
			7,000,000		8,500,000	
			$0.0379		$0.0613	
			Impact Value (1 to 5)	Score	Impact Value (1 to 5)	Score
1	Operability	2.0	3	6	4	8
2	Installed Capital Cost	3.0	5.0	15.0	2.5	7.5
3	Operation and Maintenance Costs	2.0	2.1	4.2	3.1	6.3
4	Experience and References	1.0	3	3	4	4
5	Local Service	0.5	4	2	4	2
6	Warranties	1.5	3	4.5	2.5	3.75
7	Owner's Preference	2.0	3	6	5	10
			Total	**40.65**	**Total**	**41.54**

LEGAL ADVICE
The Town's Professional Services Agreement has been included as the contract template for execution of the terms of the RFP and Notice of Award between the Town and Hydro International Wastewater, Inc.

FINANCIAL ADVICE:
The Town has budgeted $680,000 for the CWWTP project in 2022 and is responsible for the costs associated with submittal reviews and spare parts for a total not to exceed of $58,500.00. There may be a need for a budget amendment based on the CWWTP project progression in the 2022 fiscal year.

RECOMMENDED ACTION: Staff recommends issuing Notice of Awards and authorize the Town Manager to execute contracts with the vendors listed in the table above for a total amount not to exceed $58,500.00.

SUGGESTED MOTIONS:
For Approval: I move to issue Notice of Awards and authorize the Town Manager to execute a contract with Hydro International Wastewater, Inc. as listed in the table above for a total amount not to exceed $58,500.00.

For Denial: I move to deny the award of the equipment selection for the CWWTP and direct Staff to re-bid the project.

Reviewed and Approved for Presentation,

Town Manager

Notice of Award for Equipment

Date: ___/____/2022

Project: Central Wastewater Treatment Plant Expansion Project	
Owner: Town of Johnstown, Colorado	Owner's Contract No.:
Contract: Grit Equipment	Engineer's Project No.: 002004.C
Bidder: Hydro International	
Bidder's Address: 2925 NE Aloclek Drive Suite 140 Hillsboro, OR 97124	

You are notified that your Bid dated June 9, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for BID ITEM #1 – Grit Removal System as described and provided for in your proposal. The contract price listed in this Notice of Award includes all equipment, submittals, O&M manuals, freight, spare parts, and field service design requirements as detailed in the RFP documents. **This amended Notice of Award reflects clarification regarding the total package price and deductive alternates that were listed in the original Bid Schedule.**

The Contract Price of your Contract is: **$520,700.00**

(Includes the following scope - $526,600.00 "Bid Item A" base bid minus $54,000 for "304 in lieu of 316 [stainless steel] on Grit King and GritCleanse" minus $10,400.00 for "removal of Performance Test from Scope", plus $58,500.00 for cost of submittals)

and written: Five hundred twenty thousand seven hundred dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, OWNER will provide payment as required for submittals for this equipment package in the amount of: **$58,500.00**

and written: Fifty-eight thousand five hundred dollars and zero cents.

Per the Terms and Conditions outlined in the RFP, Installation Contractor will provide payment as required for recommended spare parts for this equipment package in the amount of: **$0.00**

and written: Zero dollars and zero cents

The remainder of the contract will be assigned to the installation contractor, who is scheduled to be selected Fall 2022. The Town reserves the right to award the equipment contract to other vendors. Per the requirements in the RFP, please furnish submittals with 45 days or the number of days listed in your proposal (whichever is less) of the date you receive this Notice of Award.

One (1) copy of the proposed Contract Documents accompany this Notice of Award. You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner one (1) fully executed counterparts of the Contract Documents including acknowledged copies of this Notice of Award. Upon receipt of these Contract Documents, the Owner will sign the Contract Documents and return a fully executed copy for your records along with the Notice to Proceed.

Other Item Specific Terms:

1. Additional exceptions were noted on the EXCEPTIONS FORM and will be considered and finalized in the final form of the Agreement.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default and annul this Notice of Award. Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Johnstown – Matt LeCerf – Town Manager
Owner, Representative

Authorized Signature

Copy to AQUA Engineering

TOWN OF JOHNSTOWN
CENTRAL WASTEWATER TREATMENT PLANT (PROJECT)
SMALL VENDOR CONTRACTOR AGREEMENT
FOR EQUIPMENT SUBMITTALS

THIS SMALL VENDOR CONTRACTOR (the "Agreement") is made and entered into this **_____, 2022** (the "Effective Date") by and between the Town of Johnstown, Colorado, a Colorado home-rule municipal corporation (the "Town") and Hydro International Wastewater, Inc. ("Contractor" or "Supplier") (collectively, the "Parties").

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

WHEREAS, the Parties wish to memorialize their contractual relationship.

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

SECTION 1: PARTIES

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

1.02 Contractor. Contractor has the background, expertise and education to provide the Services. 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. Contractor shall use its own judgment and skills in determining the method, means and manner of performing this Agreement. Contractor shall be responsible for the proper performance of this Agreement in accordance with the terms hereof and any and all applicable federal, state, and municipal laws, regulations and orders.

SECTION 2: SERVICES, TERM AND COMPENSATION

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

2.02 Term. Unless otherwise terminated in accordance with Section 5, the term of this Agreement shall be from the Effective Date through December 31, 2022, and shall not extend beyond that date absent the written approval of the Town.

2.03 Duties and Compensation. The Contractor's duties and compensation shall be as set forth on Exhibit A. In the event of a conflict between the provisions in this Agreement and Exhibit A, the provisions in this Agreement shall control. Payment for Services shall be provided to Contractor within thirty (30) days of Contractor providing a detailed invoice to the Town.

2.04 Background Check. The Town may, in its sole discretion, conduct a background check of Contractor, its owners and employees. Contractor agrees to execute any forms necessary to facilitate the background check.

SECTION 3: OPERATIONS

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

3.02 Federal, State, and Municipal Laws and Regulations. Contractor agrees to abide by all applicable federal, state, and municipal laws and regulations and rules.

SECTION 4: INSURANCE AND INDEMNITY PROVISIONS

4.01 Insurance. Contractor shall maintain and keep in force during the term of this Agreement one or more policies of liability insurance written by one or more responsible insurance carrier(s) authorized to do business in the State of Colorado, which will include protecting and indemnifying the Town in the following amounts:

a) Comprehensive General Liability - $1,000,000 combined aggregate
b) Workers Compensation – as required by law

Contractor shall furnish to the Town appropriate certificates of coverage for such insurance. The insurance may not be canceled without at least fifteen (15) days' advance written notice to the Town. The insurance shall name the Town as an additionally insured party. Any required deductible or co-insurance amount shall be paid by the Contractor.

4.02 Damage and Indemnity. Contractor assumes full responsibility for any and all damages caused by Contractor's exercise of its activities under by this Agreement. Contractor agrees that it will at all times protect, defend and indemnify and hold harmless the Town, its officers, agents, employees, tenants and their successors and assigns from and against all liabilities, losses, claims, demands, actions and court costs (including reasonable attorneys' fees), arising from or related to loss or damage to property or injury to or death to any persons resulting in any manner from the actions or failure 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 arising from Contractor's activities as authorized by this Agreement.

SECTION 5: TERMINATION

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

with or without cause, by providing 30 days prior written notice to Contractor.

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

TO THE TOWN:
Town of Johnstown
Attn: Town Clerk
450 S. Parish Avenue
Johnstown, CO 80534
Email: mcarani@townofjohnstown.com

TO SUPPLIER:
Hydro International
2925 NE Aloclek Drive Suite 140
Hillsboro, OR 97124
Email: etobin@hydro-int.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

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 appropriated, budgeted, and otherwise made available. This Agreement shall be terminated effective January 1 of the first fiscal year for which

funds are not appropriated.

8.03 Illegal Aliens. Contractor shall comply with the statutory provisions prohibiting employment of illegal aliens, as set forth on Exhibit B, attached hereto and incorporated herein by such reference.

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 both Parties.

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 authoritatively 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 a Party to or of any breach or default by the other Party in the performance by the other Party 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 non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party 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., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

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 injunctive relief as set forth in Paragraph 8.11, the Parties shall submit the matter to mediation prior to commencing legal action and shall equally share the cost of the mediation.

8.11 Right to Injunction. The Parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement 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 the Contractor of any of the provisions of this Agreement may cause the Town irreparable injury and damage. The 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 the Contractor.

8.12 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.

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

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

8.15 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.

8.16 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.

[Remainder of page intentionally left blank.]

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

TOWN OF JOHNSTOWN, COLORADO

ATTEST:

By:_____ By:_____
Diana Seele, Town Clerk Matt LeCerf, Town Manager

HYDRO INTERNATIONAL WASTEWATER, INC.

By:_____
Name: Eric Tobin
Title: Regional Sales Manager

STATE OF COLORADO)
) ss
COUNTY OF _____)

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

WITNESS my hand and official seal.

My commission expires:_____

_____
Notary Public

EXHIBIT A
SERVICES

Contractor shall furnish material and equipment submittals and provide Engineering design assistance for the following fee (paid for by Town): $58,500.00

Scope of Work: See the following attachments which establish the Contractor's scope of services and submittal requirements during the **Design Phase** of the Project. Contractor shall furnish material and equipment submittals and Engineering design assistance during the design phase of the project. Exhibit A attachments include:

- Request for Proposal (RFP) for Town of Johnstown Central Wastewater Treatment Plant Equipment Pre-Selection
- RFP Addendum No. 1
- RFP Addendum No. 2

This agreement and scope of services does not include equipment purchase, installation, commissioning, or spare parts of the equipment. Per the RFP, Contractor will enter into a separate agreement with the Town's Installation Contractor during the construction phase of the Project. This separate agreement and associated equipment purchase (including spare parts), installation, and commissioning will be the responsibility of the Town's Installation Contractor.

Town of Johnstown

TOWN COUNCIL AGENDA COMMUNICATIONS

AGENDA DATE: July 6, 2022

SUBJECT: Owners Representative Agreement Between the Town of Johnstown and Blue Water Engineering, Ltd. for Professional Services Related to the Johnstown Water Treatment Plant (WTP) Expansion

ACTION PROPOSED: Consider Approval of the Professional Services Agreement Presented

ATTACHMENTS: Agreement Between Owner and Engineer for Professional Services

PRESENTED BY: Matt LeCerf, Town Manager

AGENDA ITEM DESCRIPTION:

Enclosed for your review and consideration is an agreement between the Town and Blue Water Engineering, Ltd. (Blue Water) for professional services related to the Johnstown WTP expansion. Blue Water will act as the Town's Owner's Representative, as part of engineering design review for the WTP. Currently the Town is engaged with Burns and McDonnell to provide design engineering services for the expansion of the Town WTP. The objective of this expansion design and construct a facility that will be able to produce 12 million gallons (MGD) per day in water to the community.

In order to ensure the design is not only complete, but also considers financial and value engineering services related to the design, the Town is proposing to engage with Blue Water to act as the Owner's Representative for review of the actual plan set being developed. These services include review of the design at various levels of completion, evaluation of the treatment process, structural aspects, electrical design and other critical elements to ensure proper operations of the facility and as previously mentioned, the value engineering and financial considerations are being thoughtfully incorporated into the design.

Having an owner's representative is no different than other projects the Town has embarked on, including construction of the Town of Johnstown Community YMCA Recreation Center and construction of the Low Point Wastewater Treatment Plant Expansion. We believe this

partnership will create meaningful outcomes for the project and consequently quality water delivered to the community. As proposed in the contract, the total cost for the scope of work is set at not to exceed limit of $345,830.00.

LEGAL ADVICE:

The contract presented was reviewed by the Town Attorney.

FINANCIAL ADVICE:

Funds are available to accommodate this expenditure as proposed.

RECCOMMENDED ACTION: Approve the Agreement between Owner and Engineer for Professional Services between the Town of Johnstown and Blue Water Engineering, Ltd.

SUGGESTED MOTIONS:

For Approval: I move we approve the Agreement between Owner and Engineer for Professional Services between the Town of Johnstown and Blue Water Engineering, Ltd.

For Denial: I move we deny the Agreement between Owner and Engineer for Professional Services between the Town of Johnstown and Blue Water Engineering, Ltd.

Reviewed and Approved for Presentation,

Town Manager

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 ENGINEER
FOR PROFESSIONAL SERVICES

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This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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American Society of Civil Engineers

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(800) 548-2723

www.asce.org

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EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of	**July 6, 2022**	("Effective Date") between

Town of Johnstown, a Colorado home rule municipal corporation ("Owner")
and
BlueWater Engineering Ltd., a Colorado limited liability company("Engineer" or "Owner's Representative" (OR)).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Johnstown WTP Expansion Owner's Representative Services ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Customary professional engineering services supporting the Owner's design and construction of improvements to the Town of Johnstown Water Treatment Plant (WTP), increasing its rated design capacity to 12 MGD. Services include project management and technical services consisting of:

- **coordination and monitoring of the Project's scope, schedule and budget for conformance with the Owner's project goals and agreement(s) with Owner's Design-Builder, Burns & McDonnell Engineering Company, Inc., a Missouri corporation (Design-Builder or DB), and other consultants,**
- **supporting the Owner's oversight and management of the agreement and deliverables with the Design-Builder responsible for designing the Project,**
- **facilitating scheduled meetings with the Owner to review and evaluate the Project's conformance with the Owner's project goals and coordinate with the Design-Builder to incorporate the Owner's preferences, intent, and directions for the design of the Project,**
- **technical support to the Owner consisting of multi-discipline reviews and input evaluating conformance of construction documents to design criteria, design intent, regulatory agency requirements, value engineering and constructability considerations,**
- **assist the Owner with reviewing approaches to transitioning the Project to a progressive design-build construction contract, procuring equipment and identifying phased construction packages.**

While the Project will consist of constructing the WTP expansion (by others), this Agreement only consists of Owner's Representative services for the design phase of the Project for which the scope of this Agreement is detailed in Exhibit A – Scope of Services. Subsequent to completion of the design phase of the Project, the Parties anticipate, but are not obligated, to amend this Agreement to include Engineer's construction-phase support services as the Owner's Representative during construction.

Owner and Engineer further agree as follows:

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ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. Engineer shall perform its services in accordance with the standard of care for professional engineering services, including, but not limited to, the regulations and Design Criteria for Potable Water Facilities issued by the Colorado Department of Public Health and Environment regarding the design and permitting of drinking water facilities.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C, up to the Not-To Exceed Amount (defined therein).

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall endeavor to provide prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern that is not already known or discovered as described in Paragraph 6.10; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor to the extent such performance impacts the Engineer's obligations hereunder, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Agreement's Effective Date, except that Engineer may perform at-risk work or services requested and authorized by the Owner prior to the Effective Date.

B. At-risk work is defined to be professional services provided by Engineer as requested and authorized by the Owner prior to execution or modification of the Agreement, with the

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intent of expediting agreed tasks or progress of the services for which the Engineer incurs labor and reimbursable costs. The Engineer may only incur at-risk costs up to the amount authorized by the Owner. Compensation for at-risk work is included in, and a part of, the Not-To-Exceed amount set forth and defined in Exhibit C.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. A preliminary projection, subject to change based on the progression of the Work and other circumstances, is that the services are to coincide with the Owner's schedule with its Design-Builder for completing design phase service, with an anticipated completion date by December 31, 2022. The subject schedule is attached hereto and incorporated herein as Exhibit J, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably if such delay results in additional cost to Engineer.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably, but shall only be increased if such change expands the scope, extent or character of the Project or Engineer' services.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. Notwithstanding the foregoing, Engineer shall at all times complete it obligations hereunder in a timely manner to allow the Owner to meet the Project requirements and schedule.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

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2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges, except that Engineer shall not suspend services for the Owner's failure to pay the portion of an invoice that is disputed. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the Project's engineering design prepared by others, cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the reasonable care and

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skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the State of Colorado. Without limiting Engineer's obligations to comply with this Agreement and perform its services in accordance with the standard of care for professional engineering services, Engineer makes no warranty, express or implied, as to its professional engineering services rendered under this Agreement.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Prior to the retention of additional Consultants, Engineer shall provide written notice to Owner and allow Owner a reasonable period of time to object to the retention of, and expense related to, the additional Consultants.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, the Project's Design-Builder, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

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G. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

H. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents, except that Engineer shall be obligated, if retained in an amendment to this Agreement, to act as Owner's Representative related to the construction phase of the Project and provide all services incidental thereto, including but not limited to, providing certain notifications regarding Constructor's work to Owner.

I. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents prepared by the Owner's Design-Builder.

J. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

K. Engineer's services do not include providing legal advice or representation.

L. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

M. In addition to exercising the standard of care set forth in 6.01A, while at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. Owner may make and retain copies of final Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited irrevocable license to use the final Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented

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to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; and (3) such limited license to Owner shall not create any rights in third parties.

C. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.03 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

6.04 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer. Engineer shall further require that Consultants procure and maintain insurance in appropriate limits and that Consultants list Owner as an additional insured.

B. Owner shall procure and maintain insurance.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to

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the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, to recover for losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

G. At any time, subsequent to the execution of this Agreement, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: In its sole discretion, Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

3. *Force Majeure:* Engineer shall not be responsible for damages or delays in performance of its services caused by force majeure events, such as acts of God, pandemics or other events beyond its reasonable control. If Engineer claims that it is delayed based on a force majeure event, Engineer shall provide prompt notice to Owner.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

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b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed or previously unknown Constituents of Concern, as set forth in Paragraph 6.10.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may, in its discretion, set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C. Prior to invoicing, Engineer shall forward to Owner the proposed "reasonable amount" and Owner shall have ten days to review and, in its discretion, object to such amount, in which case the parties shall endeavor to agree upon the "reasonable amount" for such delineated services and expenses.

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6.06 *Controlling Law*

This Agreement is to be governed by the Laws and Regulations of the State of Colorado. Venue for any action shall be in Weld County, State of Colorado.

6.07 *Successors, Assigns, and Beneficiaries*

A. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. 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 this Agreement.

B. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. At the time of negotiation of the Construction Contract Documents, upon written request of Engineer, Owner agrees to request that the substance of the provisions of this Paragraph 6.08.B appear in the Construction Contract Documents.

6.08 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.09 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern exist at or adjacent to the Site, other than those (i) disclosed in writing to Engineer, (ii) regularly occurring or existing at a wastewater treatment site or (iii) discovered, or should have been discovered, by Engineer during the Engineer's requisite due diligence conducted prior to the execution of this Agreement.

B. If Engineer encounters or learns of an undisclosed or unknown Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

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C. If Engineer or any other party encounters, uncovers, or reveals an undisclosed or unknown Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed or unknown Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, as allowed by parties to a contract, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from or relating to the Project, but only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, as may be determined pursuant to Section 13-50.5-102(8)(c), C.R.S.

B. *No Defense Obligation:* The indemnification commitment in this Agreement does not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

D. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special,

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incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.11 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

B. Engineer recognizes and agrees that Owner is a public entity subject to the provisions of the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq*. ("CORA"), and that Owner may be required to disclose Documents, records (including cost records), and design calculations pursuant to CORA.

6.12 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notwithstanding the foregoing, notice may be provided by electronic mail ("E-mail") on the condition that the receiving party acknowledges receipt of the E-mail and does not, upon such acknowledgment, object to the form of notice.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall 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.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

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1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

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11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

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22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *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.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction 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 furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents 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.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

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33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a 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 thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction 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 Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit G, Insurance.

E. Exhibit H, Dispute Resolution.

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F. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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 selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Governmental Immunity*

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

8.06 *Appropriation of Funds*

A. Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, Owner has appropriated the money necessary to fund this Project and compensate the Engineer as set forth herein. No change order or other form of directive shall be issued by Owner requiring additional compensable work to be performed by Engineer, which causes the aggregate

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amount payable under this Agreement to exceed the amount appropriated for the original contract amount, unless the Engineer is given written assurance by Owner that lawful appropriations have been made by Owner to cover the cost of the additional work or unless such work is covered under the remedy-granting provisions of this Agreement.

B. Pursuant to C.R.S. § 29-1-110, as may be amended from time to time, 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 Agreement shall be terminated effective January 1 of the first fiscal year for which funds are not appropriated.

8.07 *Costs and Attorney's Fees*

A. In the event of litigation enforcing or interpreting the terms of the Agreement, the prevailing party shall be entitled an award of reasonable attorney fees adjudicated to be damages and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses, except that Owner shall only be required to pay such fees to the extent permitted by law considering the limitations set forth in the Colorado Constitution, the Johnstown Home Rule Charter and Colorado statues, including, but not limited to, those relating to budgeting and appropriations.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [ ]

By: _____
Print name: Gary Lebsack
Title: Mayor
Date Signed: [ ]

ATTEST:

_____
Diana Seele, Town Clerk

Address for Owner's receipt of notices:
Town of Johnstown
450 S. Parish Avenue
Johnstown, CO 80534

Designated Representative (Paragraph 8.03.A):
Matt LeCerf [ ]
Title: Town Manager [ ]
Phone Number: 970-587-4664[ ]
E-Mail Address: mlecerf@townofjohnstown.com

Engineer: BlueWater Engineering Ltd.

By: _____
Print name: Brian Daw
Title: Principal
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of:

_____

Address for Engineer's receipt of notices:
333 Elm Street
Denver, Colorado 80220

Designated Representative (Paragraph 8.03.A):
Brian C. Daw, PE
Title: Principal
Phone Number: 303-249-7510
E-Mail Address: bdaw@bluewatereng-co.com

STATE OF COLORADO)
) ss
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this _____day of _____, 2022, by Brian C. Daw as the Principal of BlueWater Engineering Ltd.

WITNESS my hand and official seal.

My commission expires: _____

_____
Notary Public

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This is **EXHIBIT A**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth in the attached Table.

PART 1 – BASIC SERVICES

The Town is currently expanding the Johnstown Water Treatment Plant (WTP) ["the Project"]. The design contract will be transitioning to a progressive design-build contract with Burns & McDonnell (Design Builder or DB). This scope of work defines the tasks associated with the Owner's Representative (OR) services for the project through Phase 1. Phase 1 is defined as the design period up to the agreement of a guaranteed maximum price and completion of the Issued for Construction (IFC) design documents.

1. Task Series 100: Project Coordination

Project Coordination will generally consist of coordinating project management responsibilities with the Town and providing oversight and monitoring of the Project. Activities will consist of providing oversight of the DB's activities; providing input on managing the overall Project's scope, schedule and budget; coordinating with the Town to provide timely input to the DB for design; facilitate decisions by the Town regarding Project issues; and, preparing monthly Project status reports for the Town.

101: Project Management

The OR Project Manager will provide oversight and monitoring of the Project activities and coordinate with the Town to facilitate decisions, changes and correspondence with the DB. Specific activities consist of:

- Reviewing and tracking overall Project scope, schedule and cost categories representing the Total Project Costs including design activities, construction-phase costs, additional services by the DB or independent consultants, and other similar Project costs.
- Tracking determined Project-level line items, encumbered funds, spent to date and forecast to complete costs.
- Monitoring progress and performance of the DB's scope, budget and schedule on behalf of the Town, and implementing contract administration obligations, e.g. invoice approval, negotiating amendments.
- Preparing monthly Project design phase status reports and submitting to the Town for review.
- Maintaining a risk register that outlines design and construction risks identified at the design review workshops. The OR will identify risk mitigation strategies for each identified risk to help control cost, schedule and/or quality for the Town's consideration.
- Monitoring progress of permitting requirements based on the matrix provided by the DB and coordinating with the DB to provide the Town's input and/or information for formalizing permit submittals to authorities having jurisdiction, e.g. CDPHE, Weld and/or Larimer Counties, and the Town of Johnstown building, public works and other departments.
- Assisting the Town with preparing permit applications not to be otherwise prepared by the DB or the general contractor selected to construct the Project. *OR assumes that permit matrix prepared by the DB will outline the required local permits for the Town.*

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- Managing requests for and preparing scopes for additional services or studies to be provided by the DB, other independent consultants, or the OR.

Progress reports will be prepared monthly following review of the DB's invoice and progress report for the preceding period. The progress report will identify work accomplished during the invoiced period, work planned for the next period, budget summary for both the design and project-level, and schedule progress. The reports will be provided to Town staff for review and distribution. The Phase 1 DB budget will be tracked electronically using a schedule of values or design fee breakdown provided by the Town for the DB contract. The DB monthly progress invoices and reports will be used to update the electronic budget tracking spreadsheet.

Preparation of requests or scopes for services or studies to be provided by the DB are not included, i.e. CDPHE construction approval permit, geotechnical investigation, and feature and topographic surveying are not included in OR's scope of services.

102: Coordination Meetings with Town

This task consists of an initial Kickoff Meeting and biweekly status meetings between the Town and OR.

- The Town/OR Kickoff Meeting (Internal Kickoff Meeting) will be facilitated by the OR at the Town's offices to initiate the project, review past progress from the Town's perspective, identify Project goals and identify sources of data or other inputs reasonably required for the OR to perform its services.
    - The OR will provide meeting notes detailing key items discussed, action items, and decisions. Internal Action Item and Decision Logs will be prepared to facilitate follow up of key issues requiring follow-up or correspondence with the DB.
    - The meeting will be held immediately following execution of the contract and prior to the OR's engagement in design phase .
- The OR Project Manager will meet biweekly with the Town's Project Manager at the Town's offices to review the status of the Project, exchange ideas, discuss issues or concerns, facilitate decisions, and coordinate correspondence with the DB and other independent consultants providing services to the Town for the Project.
    - The OR will provide a standing agenda and update Action Item and Decision Logs following the meetings.
    - Progress with design deliverables, schedule control and contract administration will be reviewed.

Monthly Project progress reports will be coordinated with the Town for issue following the meetings.

103: Miscellaneous Stakeholder Meeting Allowance

An allowance budget of $2,400 is allocated for additional meetings not identified in the Scope of Services. Examples of additional meetings are presentations to the Town's Council or other stakeholders. The Town will authorize use of any hours for additional meetings at its discretion by email correspondence.

2. Task Series 200: Phase 1 Design Oversight

201: Design Integration Kickoff Meeting

A Design Integration Kickoff Meeting will be held at the Town's office with the Town, OR, and DB to integrate the OR into the project, introduce team members, review scope and schedule, discuss roles and responsibilities and facilitate team building. This Kickoff Meeting will be led by the OR and is planned for a two-hour session and will be attended by the OR Project Manager and Project Technical Lead. Meeting notes will be prepared by the OR team.

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202: Town Operations/Engineering Coordination

The OR will coordinate the Town's engineering and operations staff to solicit input to the design, identify key issues to be addressed by the DB and coordinate with the DB to address and/or incorporate the Town's input and preferences into the Project. The OR will facilitate the Town's input via scheduled meetings following the OR and Town review of the 60% and 90% design documents and will review:

- Major equipment, potential maintenance needs, warranties specified in the design documents, and spares. Ease of operations and maintenance will be prioritized with the Town's operations and engineering staff and comments provided to the DB for their response and/or incorporation into the Project.
- The OR will facilitate a walk-through of the 60% and 90% design documents to incorporate staff comments and concerns. A Navisworks 3D model will be requested from the DB to review with staff, if a model is to be provided by the DB by contract.

203: Biweekly Design Workshops and Review Meetings

The OR will provide the following activities in coordination with the Town for overseeing design progression by the DB:

- The OR will virtually participate in biweekly project review meetings with the Town and DB. The OR Project Manager and/or Project Technical Lead will attend each biweekly meeting to provide oversight of design progression, discuss major decisions and provide input on design intent for the Town's and DB's consideration.
    - The OR will facilitate decisions or input from the Town required for the design, review meeting minutes prepared by the DB for consistency with the topics discussed, identify additional design considerations or provide input, and track decisions versus budget and schedule.
    - The OR will update the Town's internal action item log for items to be coordinated between the OR and the Town for providing input or direction to the DB.
- The OR will participate in Biweekly Design Workshops hosted by the DB. The OR Project Manager and Project Technical Lead will attend, and allocate time for OR Discipline Leads to attend as needed for specific design topics such as instrumentation and controls. It is anticipated that the DB will provide an agenda to the Town and OR prior to each workshop to allow OR to determine attendance by the OR Discipline Leads.
    - The OR will participate in each workshop, provide input on design issues, review notes and design decision logs, and coordinate with the Town's staff for providing input and responses to action items. Workshop progress will be tracked against the project schedule.

204: Monthly Design Workshops Allowance

A budget allowance of $6,320 has been allocated for intermittent participation by OR Discipline Leads to coordinate review comments and specific design decisions with the DB. The OR and Town will coordinate attendance with the DB to address specific discipline items requiring input by OR's Discipline Leads.

205: 30% Design Package Review and Workshop

The OR will perform the following activities to provide the Town with technical support during the DB's progression from the 30% design to the 60% design package:

- The OR will review technical memoranda (TM) and the Basis of Design Report (BODR) associated with the WTP design. Technical memoranda are expected to include TM 1 through TM 3 as referenced in the BODR and two pilot study reports. The Town will also provide additional TMs

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related to the taste and odor study that identified compounds of interest and treatment approaches.

- The OR will provide electronic review comments in a comment tracking document for review with the Town, and coordinate responses and/or incorporation of comments by DB in the design documents.

- The OR will provide a multi-disciplinary review of the 30% Design Package provided by the DB. Reviews will generally consist of noting completeness and general conformance with Town requirements and goals, industry design standards, design intent, WTP functionality, CDPHE design criteria and guidelines, and suggested value engineering ideas. The OR will incorporate comments into a single electronic design tracking document for review with the Town. The OR will facilitate decisions required by the Town and track responses to the review comments with the DB.
    - The OR Project Manager and Project Technical Lead will attend a design progression workshop hosted by the DB to discuss OR and Town review comments, providing input into the design basis as required.
    - The OR Project Manager and Project Technical Lead will participate in a dedicated value engineering workshop with the Town and DB to review suggestions and ideas and coordinate items and key decisions for including in the 60% design .
    - The OR assumes that the DB is responsible for leading the workshops and preparing meeting notes per their authorized scope.
    - The OR Discipline Leads will virtually attend portions of the meeting relevant to their discipline, as the need arises.

The OR is expressly not providing QAQC review of design assumptions, calculations, or other documents for which the responsible engineer is required to provide and/or document for meeting applicable codes and regulations. The OR assumes that all such QAQC is completed by the DB through their quality management program and that the DB responsible engineers will provide all necessary seals and signatures for design documents.

206: 60% Design Package Review and Workshop

OR will provide a multi-disciplinary review of the 60% Design Package provided by the DB. Review will consist of compliance with Town requirements and goals industry design standards, compliance to CDPHE design criteria and guidelines, review detailed design against design criteria established in the BODR, and provide constructability reviews. The OR will incorporate comments into a single electronic design tracking document for review with the Town. The OR will facilitate decisions required by the Town and track responses to the review comments with the DB.

The OR will also review and comment on cost comparisons of chemical usage and analysis to assess the estimated long-term operations and maintenance costs of the Project. Chemical consumption calculations are assumed to be prepared, checked and provided by the DB.

The OR Project Manager and Project Technical Lead will attend the 60% Design Document review workshop hosted by the DB and discuss compiled OR/Town comments, providing input into the design basis as required. The OR assumes that the DB is responsible for leading the workshop and preparing meeting minutes per their authorized scope. The OR Discipline Leads will virtually attend portions of the meeting relevant to their discipline, as the need arises.

The OR is expressly not providing QAQC review of design assumptions, calculations, or other documents for which the responsible engineer is required to provide and/or document for meeting applicable codes and regulations. The OR assumes that all such QAQC is completed by the DB through their quality management

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program and that the DB responsible engineers will provide all necessary seals and signatures for design documents.

207: 90% Design Package Review and Workshop

OR will provide a multi-disciplinary review of the 90% Design Package provided by the DB. Review will consist of compliance with Town requirements and goals industry design standards, compliance to CDPHE design criteria and guidelines, review detailed design against design criteria established in the BODR, and provide constructability reviews. The OR will incorporate comments into a single electronic design tracking document for review with the Town. The OR will facilitate decisions required by the Town and track responses to the review comments with the DB.

The OR will also update the review of the cost comparisons of chemical usage and meet with Johnstown staff on long-term operations and maintenance costs in the capital design of the WTP during a monthly meeting. Chemical consumption calculations will be provided by the DB.

The OR Project Manager and Project Technical Lead will attend the 90% Design Document review workshop hosted by the DB and discuss compiled OR/Town comments, providing input into the design basis as required. The OR assumes that the DB is responsible for leading the workshop and preparing meeting minutes per their authorized scope. The OR Discipline Leads will virtually attend portions of the meeting relevant to their discipline, as the need arises.

The OR is expressly not providing QAQC review of design assumptions, calculations, or other documents for which the responsible engineer is required to provide and/or document for meeting applicable codes and regulations. The OR assumes that all such QAQC is completed by the DB through their quality management program and that the DB responsible engineers will provide all necessary seals and signatures for design documents.

208: Issued for Construction Design Package Review and Workshop

The OR will provide a multi-disciplinary review of the IFC Design Package provided by the DB. Review will consist of compliance with Town requirements and goals industry design standards, compliance to CDPHE design criteria and guidelines, review detailed design against design criteria established in the BODR, and provide constructability reviews. The OR will incorporate comments into a single electronic design tracking document for review with the Town. The OR will facilitate decisions required by the Town and track responses to the review comments with the DB.

The OR Project Manager and Project Technical Lead will attend the IFC Design Document review workshop hosted by the DB and discuss compiled OR/Town comments, providing input into the design basis as required. The OR assumes that the DB is responsible for leading the workshop and preparing meeting minutes per their authorized scope. The OR Discipline Leads will virtually attend portions of the meeting relevant to their discipline, as the need arises.

The OR is expressly not providing QAQC review of design assumptions, calculations, or other documents for which the responsible engineer is required to provide and/or document for meeting applicable codes and regulations. The OR assumes that all such QAQC is completed by the DB through their quality management program and that the DB responsible engineers will provide all necessary seals and signatures for design documents.

209: Asset ID Management Coordination

The OR will prepare information on asset inventory numbering approaches as a basis for implementing throughout the Town's system(s). A review meeting will be facilitated by the OR to outline options for a plant-wide inventory tagging system to be incorporated into the design by the DB. The OR will prepare a summary TM providing details for the plan to be completed in parallel with the 60% Design Documents.

3. Task Series 300: Pre-Construction Services

301: Construction Delivery Method Review

The OR will review the proposed Design Build Institute of America (DBIA) contract for progressive design-build services to be provided by the DB. Comments will be provided via email and virtual meetings to the

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Town for consideration in negotiation of the contract with the DB. The OR will support the Town as the contract is finalized to answer further questions or provide information on specific clauses and potential implications to the Project.

The OR will assist Town with reviewing the scope of construction contract and identifying opportunities for cost-savings or overlap from the current DB design contract.

302: Procurement and Construction Phasing

The project schedule provided by the DB will be reviewed for phasing of the construction to minimize interruptions to operations and meet the Town's goals for startup. Construction phasing suggestions will be reviewed with the DB at the schedule design workshops. The DB will modify the construction schedule and implement early construction or procurement packages as agreed upon with the Town.

- Coordinate with DB to identify long-lead equipment and materials that may impact the timely construction of the Project. Prepare a list of proposed early procurement equipment and materials for the Town's consideration.
- Review the DB's schedule and prepare recommendations for procuring equipment to meet project schedules.

PART 2 – ADDITIONAL SERVICES

Upon mutual written agreement of the Parties, in the form of an amendment to this Agreement as set forth in Exhibit K, Engineer may provide Additional Services to Owner.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

D. Arrange for safe access to and make all provisions for Engineer to enter upon public property as required for Engineer to perform services under the Agreement.

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E. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose the Design-Builder, Owner's independent consultants, and/or Contractor has used the money paid.

F. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. If requested, provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

H. Upon request, advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner during the Project and at the Site, the parties may define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

K. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

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L. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

M. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

N. Place and pay for advertisement for Bids in appropriate publications.

O. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

P. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated July __, 2022.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET : Basic Services

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Hourly Rate Method of Payment*

1. Owner shall pay Engineer for Basic Services set forth in Exhibit A in an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any, up to the Not-To-Exceed Amount (defined below).

2. The Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Hourly Rates do not include Reimbursable Expenses.

3. Engineer's Reimbursable Expenses schedule are attached.

4. The total not-to-exceed compensation for services is $345,830 ("Not-To-Exceed Amount"), which is based on the estimated distribution set forth on the spreadsheet attached hereto and incorporated herein by reference as Appendix 2 to this Exhibit C.

5. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Not-To-Exceed Amount unless approved in writing by the Owner.

6. The total Not-To-Exceed Amount includes compensation for Engineer's services and services of Engineer's Consultants, if any. This amount incorporates all estimated labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultant charges.

7. The portion of the Not-To-Exceed Amount billed for Engineer's services will be based upon the cumulative hours incurred by the Engineer during the billing period for each employee multiplied by their respective Hourly Rate, plus Reimbursable Expenses.

C2.02 *Compensation For Reimbursable Expenses*

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A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C. To the extent the Reimbursable Expenses are not expressly set forth in Appendix 1, Engineer shall invoice Owner for such expenses based on their direct cost.

B. Reimbursable Expenses include the following, to the extent reasonable: transportation (including mileage), lodging, and subsistence incidental thereto; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

C2.03 *Other Provisions Concerning Payment*

A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05. If additional Consultants are retained, Engineer shall obtain the prior written consent of Owner.

B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Additional Services – Hourly Rates Method of Payment

Owner shall pay Engineer for Additional Services, if any, in the amount mutually agreed by the Parties based generally on the Hourly Rates and Reimbursable Expenses calculation set forth in Appendix 1 to this Exhibit C. Such amount shall be set forth in an amendment to this Agreement, in the form attached as Exhibit K.

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This is **Appendix 1 to EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Hourly Rates and Reimbursable Expenses Schedule

Engineer's Hourly Rate Sheet and Reimbursable Schedule

Category	Rate ($/hr)
Principal Engineer, Treatment Specialist	$230 to $285
Principal Project Manager	$195 to $220
Principal Engineer	$190 to $230
Project Engineer III	$170 to $190
Staff Engineer II	$140 to $170
Engineer I	$95 to $140
Senior Designer III	$125 to $150
Designer II	$110 to $125
Designer I	$85 to $110
Senior Administrative, CDT or similar	$85 to $100
Asst Administrative	$65 to $85

Reimbursable expenses (direct costs) incurred by Engineer during execution of its services may include, but are not limited to, travel, mileage, shipping or delivery services, approved project related purchases, professional subconsultant (retained with written consent of Owner) or other outside services, and reproduction costs of drawings, reports, etc. Engineer's Scope of Services indicates the estimated direct costs for travel to workshops, plus other incidental direct expenses that may be incurred.

- Incidental expenses will be invoiced at direct cost plus an administration markup of 5 percent.
- Project mileage will be charged at the current-year business mileage rate as issued by the Internal Revenue Service.
- Subconsultants (retained with written consent of Owner) will be invoiced at direct costs plus 5 percent; all other reimbursable expenses will be invoiced as the direct cost plus an administration markup of 5 percent.
- Incidental expenses, e.g., miscellaneous copying, phone calls, and office supplies, necessary to complete the work are included in the fee.

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This is **Appendix 2 to EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

BlueWater Engineering

Town of Johnstown| Johnstown WTP Expansion Project
Estimated Budget for Owner's Representative Services

June 14, 2022

			LEVEL OF EFFORT (hours)													Other Professionals		
		Estimated Task Duration	Project Manager	Technical Lead	Process Lead	Architecture Lead	Civil/Structural Lead	Civil & Pumping Engineer	Mechanical Lead	EIC Lead	Const Delivery Lead	Const Management Lead	Project Coordinator	Total Labor Hours	Total Labor Cost	Travel Expenses	Direct Expenses	
			Brian Daw	Karla Kinser	Chris Corwin	Lori Hanson	Darin Hawkes	Nick Graue	Alicia Thorpe	Ryan Pack	Bob Frachetti	Kevin Alcott	Ernestine Trujillo					
	TASKS AND SUBTASKS	Weeks	$195/hr	$210/hr	$252/hr	$168/hr	$205/hr	$184/hr	$179/hr	$205/hr	$210/hr	$152/hr	$100/hr			1.0%	1.0%	TOTAL FEE
Series 100	Program Coordination	26	218	55									42	315.79	$58,370	$584	$584	$59,540
			$42,590	$11,550									$4,230					
101	Project Management Services (SSB, Risk, Contracts, St	26	153										26	179	$32,470	$325	$325	$33,120
102	Coordination Meetings with Town (Kickoff/Weekly)	26	55	55									13	123	$23,550	$236	$236	$24,020
103	Miscellaneous Meetings Allowance	3	10										4	14	$2,350	$24	$24	$2,400
Series 200	Phase 1 Design OR Services	26	216	310	52	100	142	84	98	204		72	38	1316	$255,650	$2,557	$3,393	$261,600
			$42,120	$65,100	$13,100	$16,800	$29,070	$15,440	$17,490	$41,770		$10,960	$3,790					
201	Design Integration Kickoff Meeting	1	6	6									4	16	$2,830	$28	$28	$2,890
202	Town Operations/Engineering Coordination	26	16	16									4	36	$6,880	$69	$69	$7,010
203	Biweekly Design Workshops	26	60	60						16			8	144	$28,370	$284	$284	$28,940
204	Biweekly Design Workhsops Allowance	26			4	4	12	4	4			4		32	$6,200	$62	$62	$6,320
205	30% Design Review and Workshop (inc. TMs and BOD	3	38	56	32	20	32	24	20	40		12	6	280	$55,740	$557	$1,394	$57,690
206	60% Design Review and Workshop	3	60	100	16	48	70	28	46	80		36	12	496	$95,540	$955	$955	$97,450
207	90% Design Review and Workshop	3	24	40		24	24	20	24	36		16	4	212	$40,190	$402	$402	$41,000
208	IFC Review and Workshop (CDPHE Submittal)	2	8	16		4	4	4	4	16		4		60	$11,750	$118	$118	$11,990
209	Asset ID Numbering Management	4	4	16				4		16				40	$8,150	$82	$82	$8,310
Series 300	Preconstruction Services	6	20	40				8		16	10	28	8	130	$24,210	$242	$242	$24,690
			$3,900	$8,400				$1,470		$3,280	$2,100	$4,260	$800					
301	Const Delivery Method Review	4	16	16							10	4	4	50	$9,590	$96	$96	$9,780
302	Procurement and Construction Phasing	1.5	4	24				8		16		24	4	80	$14,620	$146	$146	$14,910
			Task Hours and Fees															
Project Fee Summary			454	405	52	100	142	92	98	220	10	100	88	1,762	$338,230	$3,382	$4,218	$345,830
			$88,610	$85,050	$13,100	$16,800	$29,070	$16,910	$17,490	$45,050	$2,100	$15,230	$8,810					

This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July ____, 2022.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $[1,000,000]
2) Bodily injury by disease, each employee: $[1,000,000]
3) Bodily injury/disease, aggregate: $[]

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $[1,000,000]
2) General Aggregate: $[2,000,000]

d. Excess or Umbrella Liability --

1) Per Occurrence: $[0]
2) General Aggregate: $[0]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$[1,000,000]

f. Professional Liability –

1) Each Claim Made $[2,000,000]
2) Annual Aggregate $[2,000,000]

g. Other (specify): $[ ]

2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

C. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by, unless the parties otherwise agree, the Judicial Arbiter Group in Denver, Colorado. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. Owner and Engineer shall share equally in the cost of the mediation. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

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Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
_____	_____
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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COLORADO
Department of Public Health & Environment

June 15, 2022

Ellen Hilbig, Utilities Director
Town of Johnstown
450 S Parish Ave.
PO Box 609
Johnstown, CO 80534

Subject: Process Design Report Approval
Regulation 22 Site Location Approval No. ES.20.SA.05539 (No. 4689)
Town of Johnstown, Low Point WWTF Expansion
Colorado Discharge Permit System (CDPS) No. CO0047058
Larimer County
Enforcement Order No. DO-200123-2, ES Project No. ES.20.CWPDR.05540

Dear Ellen Hilbig:

The Water Quality Control Division (Division), Engineering Section has received and reviewed the Process Design Report (PDR) including preliminary plans, and PDR Checklist for the Town of Johnstown's Low Point WWTF Expansion.

This PDR approval does not constitute approval for construction. The Town of Johnstown must submit a self-certification form when the final design documents are complete. Please refer to items 1 and 2 of the *Conditions of Approval* section of this letter for specific requirements associated with the acceptance of the self-certification form.

The PDR submittal, as reviewed, meets the requirements of the *State of Colorado Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1* (Design Criteria) and is hereby approved as listed below. **The approved maximum month hydraulic and organic design capacities are 1.5 MGD (peak hourly flow 4.69 MGD) and 4,880 lbs of BOD per day, respectively**.

This PDR approval addresses the following:

- Calculations and associated information included in the PDR.

- Influent Criteria:
  1. Wastewater minimum temperature: 10.0˚C.
  2. BOD: 390 mg/l.
  3. TSS: 400 mg/l.
  4. TKN: 77 mg/l.
  5. Alkalinity: 207 mg/l.
  6. Ammonia: 58 mg/l.
  7. Total phosphorus: 8 mg/l.

- Design Effluent Targets:
  1. Ammonia-nitrogen: <1.0 mg/l.
  2. Total inorganic nitrogen: 6.99 mg/l.

- Influent Compliance Point:
  1. New influent flow measuring and sampling for compliance.
  2. Influent flow measured at lift station discharge (design basis: 12" magnetic flowmeter).
  3. Influent refrigerated composite sampler on lift station discharge header. Sampler is located downstream of screening, and upstream of any recycle streams returning to treatment.

- New Headworks Building.
- Primary Treatment:
  1. Influent pumping:
     a. All influent flows into the lift station through a single 24 inch sewer and is pumped through screening and grit separation to equalization.
     b. 6 feet x 25.5 feet x 28 feet deep self-cleaning lift station, operating volume 2,300 gallons (operating depth 2 feet).
     c. Level transducer with backup floats.
     d. Three influent pumps, screw-centrifugal submersible pumps (design basis: Wemco SFE8-T), open slot for forth pump (not installed). Lead lag configuration, pass 3-inch sphere, each pump rated for 1,650 gpm (2.38 MGD) at 39 feet TDH, 20 hp, VFD driven. Combination air release valve on discharge header. Pumps on guide rail and fast-out elbow.
     e. Influent lift station overflows to equalization basin.
  2. Screening:
     a. Two 35 degree inclined, 63 inch diameter mechanical basket screen with internal screw (design basis: Huber ROTAMAT RPPS), 2 mm perforated openings.
     b. Design capacity each screen 4.69 MGD, 18 inches freeboard at PHF. Channel mount design, installed indoors. Wash spray bar and stainless steel wiper brush, ultrasonic level transducer upstream and downstream. Screened solids discharge to a roller dumpster.
     c. Emergency overflow bypass pipe to grit removal.
  3. Grit removal / washer:
     a. One 10 foot diameter gravity vortex separator (design basis: Hydro International Grit King) within a concrete basin. Design capacity 4.69 MGD. 95% removal efficiency of all grit less than 106 microns at peak flow.
     b. One self-priming grit removal pump design capacity 150 gpm at 17 feet TDH. 5 hp. Shelf spare.
     c. One grit washing and dewatering system, 150 cubic yards / hour capacity.
     d. Overflow diversion box – bypass pipe to equalization basin.
  4. Equalization basin:
     a. Design equalized flow 1.5 MGD, peak pumped flow 2.1 MGD.
     b. Interior dimensions 76 feet x 33 feet, operating level 18 feet deep, operating volume 330,000 gallons.
     c. Four submersible non-clog centrifugal pumps (design basis: Sulzer XFP100E), design capacity 500 gpm at 45 feet TDH, 10 hp, VFD driven. Combination air release valve on discharge header. Pumps on guide rail and fast-out elbow.
     d. Level transmitter with back-up float level switches.
     e. Pumps are installed in two separate sumps separated by walls and sluice gates.
     f. Mixing: one submersible propeller mixer (design basis: Flyght 4230) VFD driven, 10 hp.
     g. Overflow: None.

- Secondary Treatment:
  1. Replace/modify existing two train Sequential Batch Reactor process with Membrane Bio-Reactor (MBR) in an Anaerobic, Anoxic, Aerobic (A2O) configuration. Add a third train.
  2. Flow splitter box with isolation gates to distribute flow evenly across all operating basins.
  3. Acceptance of biological design calculations for reduction of BOD and Ammonia with an A2O process followed by MBR. The A2O process design capacity each train 0.5 MGD, MLSS is 8,000 mg/L.
  4. Three equal trains with three basins. Minimum 18 inches freeboard.
     a. Anaerobic basin is 11 feet long x 26 feet wide x 18 feet side water depth, 38,500 gallons.
     b. Anoxic basin is 40 feet long x 26 feet wide x 18 feet side water depth, 140,000 gallons.
     c. Aeration basin is 62.75 feet long x 26 feet wide x 17.5 feet side water depth, 213,500 gallons.
        i. Flux rate at equalized flow (one offline) 9.91 gal/ft2/day.
        ii. F:M ratio 0.157.
        iii. 0.54 lbs O2/lbs BOD.
        iv. SOTE – 25% overall (1.5% per foot), AOTE 12.4%.
        v. Alpha factor 0.6, beta factor 0.95.
        vi. AOR 9,017 lbs O2/day (no denitrification credit).
        vii. SOR 17,953 lbs O2/day (no denitrification credit).

d. Hydraulic retention time: anaerobic – 1.9 days, anoxic – 6.5 days, aerobic – 10 days.
e. Solids retention time: anaerobic – 2.1 days, anoxic – 7.1 days, aerobic – 10.8 days.
f. Fine bubble tubular diffuser with flexible membrane (design basis: forty six FlexAir MiniPanel MP5 per aeration basin).
g. MBR:
    i. Secondary treated effluent collected in a single channel with isolation gates into each MBR basin.
    ii. Three individual MBR basins 28.3 feet long x 8 feet wide x 12 feet deep.
    iii. Membrane reinforced hollow fiber (design basis: Suez ZeeWeed 500D Series). Each basin contains 176 membrane modules. Each membrane module has a filtration surface area of 430 sqft or a total surface area of 75,680 sqft/tank.
    iv. Bridge crane for moving MBR modules.
    v. One rotary lobe permeate pump per basin, design capacity 572 gpm at 105 feet TDH, 20 hp VFD driven (design basis: Borger CL 520).
h. Mixing:
    i. Mixing: pneumatic mixers (design basis: 18 inch diameter JDV Turbomixer) large bubble educting type mixer.
    ii. Anaerobic basin: One large bubble eductor mixer per basin.
        1. Estimated 0.25 kW delivered/10^3 m3 per bubble.
    iii. Anoxic basin: Two large bubble eductor mixers per basin.
        1. Estimated 0.1 kW delivered/10^3 m3 per bubble.
i. Recycling:
    i. Internal recycle up to 4Q from aerobic basin to anoxic zone. One pump per basin, submersible axial flow, design capacity 2,080 gpm at 2 feet TDH, VFD driven, 5 hp.
    ii. RAS recycle up to 4Q from MBR basin to splitter box. Three pumps (2 duty / 1 stand-by), submersible, design capacity 2,100 gpm at 22 feet TDH, VFD driven, 15 hp.
j. Solids Wasting: Manual / automatic valve and flowmeter from RAS line to discharge solids to aerated solids retention tank.
k. Process instrumentation:
    i. Anaerobic basin one ORP meter.
    ii. Anoxic basin one ORP meter.
    iii. Aerobic basin two DO meters.
        1. Mass flow meters coupled with modulating valves and DO meters for controlling flow to each aeration basin.
l. Scum control: Spray bars provided in the MBR effluent/RAS collection channel. Spray bars keep scum, oil, and grease incorporated into the mixed liquor and then wasted through the waste activated sludge and solids dewatering system. Scum captured in MBR effluent channel removed by operators when necessary.
m. Membrane cleaning – air scour, backpulse and chemical clean-in-place.
    i. Floor space for manual washing.

5. Blowers:
    a. Process air: three (2 duty / 1 standby) hybrid rotary lobe compressor (design basis: Aerzen Model D 76S), design capacity 2,017 scfm each blower, VFD driven, 125 hp.
    b. Total process air demand:
        i. Secondary treatment aeration – 2,887 scfm (without denitrification credit).
        ii. Anoxic / anaerobic zone mixing – 90 scfm.
        iii. SHT mixing air and other miscellaneous – 699 scfm.
    c. Air scour: two (2 duty / 1 stand-by) positive displacement rotary lobe compressor (design basis: Arzen GM35S), design capacity 950 scfm each blower, VFD driven, 50 hp.
    d. Design effluent DO – 2 mg/l.
6. Permeate tank: permeate tank head maintains hydraulic head against UV reactors / flow meter.

- Disinfection Process:
    1. Replace existing chlorination system with UV reactors.
    2. Two Trojan closed vessels Model 32AL50, each average design flow 1.5, 32 lamps per reactor. UV reactors installed in parallel. Minimum design dosage 30 mJ/cm2.
    3. UV system spares – manufacturer recommended:

   a. UV lamps – six.
   b. Lamp sleeves – six.
   c. Lamp driver, electronic – two.
   d. Wiper seals – twelve.
4. Trojan control and monitoring panel.
5. Alarm conditions: UV system control panel minimum alarming conditions:
   a. Lamp fault.
   b. UV intensity low.
   c. System UV transmittance low.
   d. Inlet flow low and high.
   e. Major multiple lamp failure.
   f. System I/O and SCADA communications fault.

- Chemical Feed Systems:
  1. Safety Considerations: Existing emergency showers remain, one additional at cleaning chemical storage area.
  2. Sodium hypochlorite:
     a. Indoor storage with secondary containment.
     b. One hypochlorite system added to filter backwash pump header.
     c. 270 gallon chemical tote.
     d. Two air operated diaphragm pumps (one operating / one spare).
     e. Calibration column.
  3. Magnesium hydroxide:
     a. Alkalinity required: design dosage 107 gpd 62% magnesium hydroxide at 1.5 MGD.
     b. Dual peristaltic pumps.
     c. 2,000 gallon, open top carbon steel storage tank.
     d. Tank levels managed by ultrasonic (level) transmitters.
     e. Outside fill connection within containment, containment drains to headworks.
     f. Design effluent alkalinity: 75 mg/l.
  4. Citric acid:
     a. Indoor storage with secondary containment.
     b. 270 gallon chemical tote.
     c. One citric acid system added to filter backwash pump header.
     d. One air operated diaphragm pump.
     e. Calibration column.

- Flowmeters located:
  1. One on influent pump discharge.
  2. One on EQ basin discharge header to secondary treatment.
  3. One on WAS line.
  4. One on RAS line to splitter structure.
  5. One on permeate discharge.
  6. One on each screw press sludge feed (design basis: Endress Hauser W400).
  7. One on each UV discharge.

- Odor Control:
  1. Screening channels and grit chamber are covered.
  2. Negative pressure air system with carbon adsorber (design basis: EcoVerde).

- Back-up Power:
  1. Inclusion of a new 850 KW generator for emergency operations of critical system component including the primary treatment and disinfection systems.
     a. Influent pumping.
     b. Mechanical screens.
     c. Grit washer.
     d. Equalization pumps.
     e. MBR permeate pumps.

   f. RAS pumps.
   g. Internal mix liquor pumps.
   h. UV disinfection.
   i. Measurement and control instrumentation.
   j. Process controller and autodialer.
   k. Lighting / heat.
2. Existing generator to remain and be connected to:
   a. Blower building equipment.
   b. Dewatering equipment.

- Effluent Compliance Point:
  1. New effluent flow measuring and sampling for compliance.
  2. Effluent flow is measured at MBR permeate pumped through flow meter (design basis: 12" closed magnetic flow meter) and UV disinfection.
  3. Effluent flow sampling:
     a. Refrigerated composite sampler on UV discharge pipe, downstream of all treatment.
  4. Outfall remains unchanged with design review.

- Solids handling:
  1. Improvements to existing solids handling system.
  2. Repurpose existing headworks building for solids handling.
  3. One new aerated solids handling tank.
     a. 40 foot diameter x 20 foot tall concrete tank, 2 foot operating freeboard.
     b. Mass flow meters coupled with modulating valve for controlling flow to aerated solids holding tank.
     c. Fortyeight MaxAir coarse bubble diffusers.
  4. Dewatering feed pumps:
     a. Rotary lobe type.
     b. Design capacity 187 gpm at 41 psi TDH, variable speed, 7.5 hp.
  5. Two rotary presses (design basis: Fournier model 5-900/6000CV):
     a. Solids capacity per unit – 700 lbs/hr.
     b. Hydraulic capacity per unit – 187 gpm @ 0.75% solids.
     c. System operating without the addition of polymer – maintain use of existing dewatering system or haul sludge as necessary.
     d. Pressate return to secondary treatment splitter box.

- Abandon in place / remove:
  1. Chlorine contact basin and effluent flume.
  2. Existing process blowers.

This Approval includes the following site specific deviations from the Design Criteria:
- None requested.

Conditions of Approval:
1. In accordance with Regulation 22, Section 22.13 (1, par. 3), **upon completion of final design (plans and specifications) documents, including all addenda, and prior to commencement of construction**, each Colorado registered professional engineer(s) in responsible charge of the final design documents (plans & specifications) shall complete and submit a Self-Certification Form to the Division.

2. In accordance with Regulation 22, Section 22.13 (1, par. 4), if the Division discovers discrepancies between the facilities as described in the PDR and those finally constructed, the applicant will either agree to make modifications to resolve the inconsistency to the Division's satisfaction or the approval of the design will be null and void.

3. **Upon completion of construction and prior to commencement of operation**, a written certification must be submitted to the Division stating that the project facilities were built in accordance with the approved plans, specifications, and change orders. The certification must be signed by the applicant's

registered engineer. This form is available at https://www.colorado.gov/cdphe/wq-facility-design-and-approval-forms under the "Domestic wastewater construction complete form" heading.

4. Any change orders or addenda that change the treatment plant's capacity, water quality, or processes, must be submitted to this office for review and approval.

5. When construction is estimated to be within 14 days of completion, please notify the Division. A representative of the Division may schedule a site visit to conduct a final construction inspection before the facility commences operations.

6. Please note that during construction and operation activities, the provisions specified in the Design Criteria, Sections 2.2.0, 2.3.17 and 2.3.18, must be implemented and followed. This review does not relieve the applicant/owner from compliance with all Federal, State, and local regulations and requirements prior to construction nor from responsibility for proper engineering, construction, and operation of the treatment plant.

7. No point source discharges of water and/or contaminants from this treatment plant to the waters of the state are authorized during construction unless a permit for such discharges has been issued by the Division. If you have any questions regarding permit issues or requirements, please contact the Permits Section at 303-692-3510.

8. In accordance with the Design Criteria, Section 2.4.0, all treatment plants shall develop suitable operations and maintenance manuals.

9. In accordance with Chapter 11 of the Design Criteria, all treatment plants shall develop management and operating plans for ultimate use or disposal of biosolids. Biosolids management plans shall conform to Federal Requirements in 40 CFR 503. All disposal options shall also conform with Federal Requirements 40 CFR 257 and 40 CFR 503, Colorado Biosolids Regulation 64, and the requirements of the Colorado Regulations Pertaining to Solid Waste Disposal Sites and Facilities, as applicable.

10. All biosolids and/or similar waste material removed from the project site during the abandonment, demolition, replacement, and/or expansion of any treatment process must be properly disposed at an approved site.

Facility Classification under Regulation 100:

In accordance with the current Operators Certification Board Regulations, following construction this wastewater treatment plant will be a Class A Domestic Wastewater Treatment Facility, and the collection system remains as a Class 2 collection system.

Documents reviewed:

- Site Application for the Town of Johnstown by Aqua Engineering dated February 2020.
- Process Design Report for Town of Johnstown by Aqua Engineering dated June 2021.
- Process Design Report supplemental drawings and specifications for Town of Johnstown by Aqua Engineering dated June 2021.
- PDR checklist for Town of Johnstown by Aqua Engineering dated June 2021.
- Miscellaneous correspondences.

The Engineering Section is interested in gaining feedback about your experience during the engineering review process. We would appreciate your time to complete a Quality-of-Service Survey regarding your experience during the engineering review process leading up to issuance of this decision letter. The Engineering Section will use your responses and comments to identify strengths, target areas for improvement, and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey here.

If you should have any questions, please contact Anthony Kerr by phone at 720-383-7291 or by email at anthony.kerr@state.co.us.

Item #13.

Sincerely,

Anthony Kerr Digitally signed by Anthony Kerr
Date: 2022.06.15 18:11:29 -06'00'

Anthony Kerr, P.E.
Senior Review Engineer
Engineering Section
Water Quality Control Division
Colorado Department of Public Health and Environment

cc: Matt LeCerf, Town of Johnstown Manager
Craig Matsuda, Aqua Engineering
Chris Manley, Larimer County Public Health Department
Mark Thomas, Manager North Front Range Water Quality Planning Association
Bob Frissell, Weld County Department of Public Health & Environment
Doug Camrud, WQCD ES Engineering Review Unit Manager
Kelly Morgan, WQCD Clean Water Compliance & Enforcement Section Manager
David Kurz, WQCD ES Lead Wastewater Engineer

COLORADO
Department of Public Health & Environment

June 15, 2022

Ellen Hilbig, Utilities Director
Town of Johnstown
450 S. Parish Ave.
PO Box 609
Johnstown, CO 80534

Subject: UPDATED Site Location Approval No. 4689
Town of Johnstown, Low Point WWTF Expansion
Colorado Discharge Permit System (CDPS) No. CO0047058
Larimer, County
ES Project No. ES.20.SA.05539, Enforcement Order No. DO-200123-2

Dear Ellen Hilbig:

This updated approval supersedes the previously issued version, dated May 26, 2022. The update revises an incorrect reference to treatment process. The ultimate intent is to convert the existing SBR process to a 5-stage Bardenpho Membrane Biological Reactor (MBR). Although this approval is to convert the SBR to a Membrane Bio-Reactor (MBR) in an Anaerobic, Anoxic, Aerobic (A2O) configuration to meet current permitted effluent limits. Any process changes to create a 5-stage Bardenpho will require site location and process design approval. The updated site location approval has been corrected to reflect the proposed design process.

The Water Quality Control Division (Division) has received and reviewed the site location application for the expansion and upgrade of the sequential batch reactor (SBR) treatment to an A2O Membrane Biological Reactor (MBR). The current hydraulic and organic capacity ratings for the facility are 0.5 million gallons per day (MGD) and 1,000 lbs. BOD_5/day respectively. Site location approval number #4689 was issued for the existing facility September 5, 2003. The facility is located as follows: The NW 1/4 of the SW 1/4 of Section 24, Township 5N, Range 68W, Larimer County. The facility will continue to discharge to the existing outfall at the Big Thompson River Segment COSPBT05.

The site location application has been found to be in conformance with the Water Quality Control Commission's *Site Location and Design Regulations for Domestic Wastewater Treatment Works, 5 CCR 1002-22* (Regulation 22) and is approved. This site location approval addresses the following summary of the proposed design:

1. Based upon application information, the system design will be as follows:

   Maximum Month Average Daily Flow Capacity – 1.5 MGD.
   Peak Hourly Flow Capacity - 4.69 MGD.
   Organic Loading Capacity (max. month average) – 4,880 lbs. BOD_5/day.

   This approval also addresses the following facility modifications/improvements:

   - New influent wetwell and pump station.
   - New headworks building with drum screens and vortex grit washer.
   - Influent equalization converted from existing influent wetwell.
   - Anaerobic, Anoxic, Aerobic (A2O) MBR installed in existing two train SBR basin configuration.
   - Install third A2O treatment train.
   - New UV Disinfection.
   - New aerated sludge holding with new blowers.
   - New screw Press or volute dewatering installed in existing headworks building.
   - Decommissioning and removal of the following processes:

- Headworks equipment.
- SBR equipment.
- Chlorination / dechlorination equipment.

2. All conditions of the original site location application #4689 apply except as modified in this approval.

This site location approval does not constitute design approval for construction. In accordance with Regulation 22, Section 22.13(1), in addition to approval of the site location application the applicant must obtain approval of the design of the treatment works from the Division prior to beginning construction.

This site location approval will expire on November 26, 2023. If construction has not commenced by this date, the approval will expire and a new application for site location approval may be required. Construction is defined as entering into a contract for, or for in-house work forces, initiation of any action towards the erection or physical placement of materials, equipment, piping, earthwork or buildings which are to be a part of a domestic wastewater treatment works.

In accordance with Regulation 22, Section 22.4(12), this site location approval is subject to appeal pursuant to the State Administrative Procedures Act.

This approval does not relieve the owner from compliance with all local, state, and federal regulations prior to construction nor from responsibility for proper engineering, construction and operation of the facility.

The following performance requirements must be completed before proceeding to construction and subsequent operation of the facility:

1. Division approval of process, and final design or self-certification of the design for the facility based upon the Preliminary Effluent Limits (PELs) that were issued to Aqua Engineering on behalf of the Town of Johnstown on December 18, 2020. Changes to the PELs during design and/or construction may require submittal of a request to amend this approval or submittal of a revised site location application package.

2. Prior to commencement of discharge from the facility, a CDPS discharge permit or permit amendment may be required. Please contact the Permits Section to find out if a new permit or a permit amendment is required as a result of this project. The discharge permit includes the final conditions and discharge limitations that are specific to the facility. Application for a new or amended individual discharge permit must be made at least 180 days prior to the planned date that discharge will commence. Please refer to the Division's Permit Section web page for specific information about the permitting application process. The web page is available at the following link:
http://www.cdphe.state.co.us/wq/PermitsUnit/index.html

The Engineering Section is interested in gaining feedback about your experience during the engineering review process. We would appreciate your time to complete a Quality-of-Service Survey regarding your experience during the engineering review process leading up to issuance of this decision letter. The Engineering Section will use your responses and comments to identify strengths, target areas for improvement, and evaluate process improvements to better serve your needs. Please take a moment to fill out our survey.

If you should have any questions please contact Anthony Kerr by phone at 720-383-7291 or by electronic mail at anthony.kerr@state.co.us.

Sincerely,

Bret Icenogle Digitally signed by Bret Icenogle
Date: 2022.06.15 18:03:48 -06'00'

Bret Icenogle, P.E.
Engineering Section Manager
Water Quality Control Division
Colorado Department of Public Health and Environment

cc: Craig Matsuda, Aqua Engineering
Mark Thomas, Manager North Front Range Water Quality Planning Association
Doug Camrud, WQCD ES Engineering Review Unit, Unit Manager
Aly Ulibarri, WQCD Clean Water Enforcement Unit
Discharge Permit File CO0047058

COLORADO
Department of Local Affairs
Division of Local Government

June 16, 2022

The Honorable Gary Lebsack, Mayor
Town of Johnstown
P.O. Box 609
Johnstown, CO 80534

RE: EIAF 9501 – Johnstown Charlotte Street Improvements

Dear Mayor Lebsack:

Congratulations! After thorough review, I am excited to offer a grant award in the amount of $700,000 to assist with the above mentioned project.

Your project was reviewed based on a variety of factors such as its connection to energy impact, degree of need, measurable outcomes, amount of request, relationship to community goals, level of local match and community support, management capacity, resiliency and readiness to go. Competition for these limited funds is intense and we are seeing great demand.

These grant funds will be from state severance tax proceeds, which may cause you to go to election to receive and spend them. You should confer with your legal and budget advisors to determine if such an election is necessary.

Please contact your DOLA Regional Manager, Chris La May, at 970-679-7679 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. Per our program guidelines, this offer is valid for one year from the date of this letter.

I wish you success with your project. Thank you for helping Colorado build an economy where all Coloradans can thrive.

Sincerely,

Rick M. Garcia
Executive Director

cc: Barbara Kirkmeyer, State Senator
Tonya Van Beber, State Representative
Matt LeCerf, Town of Johnstown
Troy White, Town of Johnstown
Chris La May, DOLA

COLORADO
Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

COMPLIANCE ORDER ON CONSENT
AMENDMENT NUMBER 1

NUMBER: DC-210630-1

IN THE MATTER OF: **TOWN OF JOHNSTOWN**
CDPS PERMIT NO. CO0047058
JOHNSTOWN LOW POINT WWTP
WELD COUNTY, COLORADO

The Colorado Department of Public Health and Environment ("Department"), through the Water Quality Control Division ("Division"), issues this Amendment to the June 30, 2021, Compliance Order on Consent, Number: DC-210630-1 ("COC", *attached as Exhibit A*), which was executed between the Division and the Town of Johnstown ("Johnstown"). The Amendment is issued pursuant to the Division's authority under the Colorado Water Quality Control Act ("Act") §§25-8-101 to 803, C.R.S., and its implementing regulations, with the express consent of Johnstown. The Division and Johnstown may be referred to collectively as the "Parties."

STATEMENT OF PURPOSE

1. The mutual objectives of the Parties entering into this Amendment to the COC ("Amendment") are to modify the enforceable deadlines associated with the schedule for the Low Point Project.

2. The Parties have determined that the following modifications to paragraphs 61-63 of the COC are appropriate.

AMENDMENT NUMBER ONE

3. Paragraph 61 is hereby amended to read: By July 31, 2022, Johnstown shall submit final design documents (plans and specifications) approval or self-certification approval form. By September 30, 2022, Johnstown shall notify the Division that it has commenced construction on the approved Low Point Project.

4. Paragraph 62 is hereby amended to read: By January 31, 2024, Johnstown shall achieve substantial completion of construction of the Low Point Project and provide written notification of substantial completion to the Division.

5. Paragraph 63 is hereby amended to read: By April 30, 2024, Johnstown shall complete construction of the Low Point Project and provide written notification of completion to the Division.

NOTICE OF EFFECTIVE DATE

6. This Amendment shall be fully effective, enforceable and constitute a final agency action on the date signed by the authorized representative of the last party.

SCOPE AND EFFECT

7. The scope and effect of this Amendment is expressly limited to the matters specifically identified herein. All other terms, conditions or requirements of the COC shall remain unchanged and in effect.

BINDING EFFECT AND AUTHORIZATION TO SIGN

8. This Amendment and the COC is binding upon Johnstown and its elected officials, employees, agents, representatives, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Amendment and the COC. Johnstown agrees to provide a copy of this Amendment and the COC to any contractors and other agents performing work pursuant to this Amendment and the COC and require such agents to comply with the requirements of this Amendment and the COC. In the event that a party does not sign this Amendment within 30 calendar days of the other party's signature, this Amendment becomes null and void. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Amendment. The Parties agree that the electronic signatures appearing on this Amendment are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

FOR THE TOWN OF JOHNSTOWN:

Matt LeCerf Digitally signed by Matt LeCerf
Date: 2022.06.20 15:35:04
-06'00'

_____ Date: _____

Matt LeCerf
Town Manager
Town of Johnstown

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

Kelly Morgan Digitally signed by Kelly Morgan
Date: 2022.06.20 17:18:06 -06'00'

_____ Date: _____

Kelly Morgan
Clean Water Compliance and Enforcement Section Manager
WATER QUALITY CONTROL DIVISION

Quarterly/Annual Report for the Town of Johnstown From the Johnstown Downtown Development Association

JDDA Financials

2022 Q1 Financials – Attachments Included

Starting Balance:	$ 15,506.78
Cash In:	$ (1) Monthly Quarterly Treasurer's Report
Expenditures:	$ (2) Monthly Quarterly Treasurer's Report
Ending Balance:	$ 14,532.39

Strategic plan to revitalize the Town's historic downtown

Events

Previous Events including the Results/Outcome of the Event: These events continue to keep people engaged and emotionally invested in our town rather than traveling outside for the same services.

1. We sponsored the Teen Character Awards on March 10 that was hosted by the Johnstown Community YMCA and Johnstown/Milliken Rotary

    a. There were 22 nominees and 6 awardees and the RHS Jazz Band performed

2. We were spending our time this quarter planning the Cinco de Mayo event!

Upcoming Events for 2022: These 6 events are what we have decided that the JDDA will continue to host (support in the case of BBQ Day) annually.

1. Cinco de Mayo – 1st Sunday in May – 5/2/2022 from 1-5pm – Working on getting details finalized.

2. BBQ Day – 1st Saturday in June – 6/4/2022
    a. Members of the JDDA are also a part of the BBQ Day Committee and meet regularly. We did this last year for the 1st time and thought it worked out very well for both groups to come together and work towards an amazing community event!
    b.
3. Field Trip to all downtown businesses – 3rd Tuesday in July – 7/19/2022
    a. The intent for this event is to bring businesses together to meet on another. We are also talking about inviting businesses from 2534 and Milliken to join us and then try to set up a future date to go and walk through the businesses in those areas!

4. Fall Festival – 3rd Sunday in September – 9/17/2022

5. Trick or Treat Street – the Saturday before Halloween – October 29, 2022

6. Johnstown Jingle – 1st Sunday in December – 12/3/2022

Other than events, things we are doing to position downtown as the focal point of Johnstown:

1. Welcome Bags – This program is still very successful, and we are delivering, on average, 40-45 welcome bags to new residents monthly. The RHS Interact Club works with us to help pack the bags and deliver them to the new residents.

2. We had 2 work sessions as a board to talk about the organization of the JDDA. We created sub committees and what those roles will be. I have attached the committees list with this report.

3. We also are wanting to push membership this year. We created a new Brochure to give out to businesses about who we are, what we do and how to join. We started handing those out to historic downtown businesses first and plan to hand those out to businesses outside our downtown boundaries and in Milliken (our Community Partners). I have attached our brochure for you to review.

Community Give Back/Involvement

1. Job Fair/Internships
    a. Jennifer Boresen, the Roosevelt High School work-based learning coordinator discussed options to use high school students in the work force in Johnstown
    b. There are 80 students currently in the program and more students wanting employment
    c. She also is putting together a job fair that many downtown businesses are signed up to participate in on April 15th

Social Media/Website

1. We received quotes from 3 different companies to help us manage and do our social media and website. Ultimately, we decided to work with Jennifer Boreson at RHS to work with a student for a paid internship. We are currently working with a high school student named Hayden and she is doing a fantastic job.

2. The following is a description of thing we have her doing for her paid internship:

a. Posting 2, maybe 3 members per week, tagging their Facebook pages, posting their website and including something about checking them out or leaving a review.
b. For the posting it can be shared content and original content. We would like at least 1 original content per week and then the other two posts can be shared content, with added description in the post regarding a link to their website, or the link for a review if people have experienced that business.
c. In addition to the posts for the members we have her posting for the events we have coming up.
    i. **Posting Guidelines, we are looking for, for events:**
        1. Two months prior to event: 1 post about the event every other week (week 8 and 6)
        2. One month prior to event: 1 post about the event every week (week 4 and 3)
        3. 2 weeks prior to event: 2 posts for the week (week2)
        4. 1 week prior to the event: daily posts

3. Website

    a. We added a Volunteer Page to our website. Our goal here if for any and all organizations/people around the community to share with us any Volunteer opportunities they have or know of so that people in our community can come to this resource any time and find things to plug in to and different ways to help our community.
    b. We are also talking about adding a Deals and Sales page.

Downtown Businesses Update – Q4 2021

JDDA Members: 29 members at the end of 2021 and 25 paid at the end of Q1, we are receiving several emails a day with questions about membership

New businesses/relocated businesses in Downtown Johnstown: N/A

Businesses that have closed/moved out of Downtown Johnstown: N/A

Employment opportunities available: N/A

What the JDDA Members want from this organization

These are things that the business owners shared with us that they would like to see!

Community/common goals/events

Networking events?

Learning platform/classes (info on social media)/business topics

Johnstown/Milliken Connect (info to share third Thursday am) Contact Betsy to get involved.

Add an event in March? Easter? Mardi Gras? St. Patrick's Day? Beer crawl? Weather an issue indoor space? How can we get other businesses involved? Taste of Johnstown / Events near Hays

Beer garden? Scavenger hunt? Kids near beer garden backyard? Adults only area Shaded area

Sponsorship opportunities

Entertainment District

JDDA Home show (10 businesses?)

Johnstown Downtown Development Association

Statement of Activity

January - March, 2022

	TOTAL
Revenue	
Dues income	2,565.00
Event Income	2,784.08
Total Revenue	**$5,349.08**
GROSS PROFIT	**$5,349.08**
Expenditures	
Advertising	1,000.00
Marketing	1,275.00
Printing	120.00
Website	36.00
Total Advertising	**2,431.00**
Event Expenses	1,830.00
Insurance	
Property/Liability Insurance	1,320.00
Total Insurance	**1,320.00**
Legal, Accounting and Professional	265.00
Meals	90.80
Office Supplies	88.54
QuickBooks Payments Fees	52.06
Total Expenditures	**$6,077.40**
NET OPERATING REVENUE	**$ -728.32**
NET REVENUE	**$ -728.32**

Johnstown Downtown Development Association

Statement of Financial Position

As of March 31, 2022

	TOTAL	
	AS OF MAR 31, 2022	AS OF DEC 31, 2021 (PP)
ASSETS		
Current Assets		
Bank Accounts		
BBQ Days acct 8128	62,601.54	32,576.84
General Fund	14,516.29	15,490.68
Petty Cash	16.10	16.10
Total Bank Accounts	**$77,133.93**	**$48,083.62**
Accounts Receivable		
Accounts Receivable (A/R)	0.00	0.00
Total Accounts Receivable	**$0.00**	**$0.00**
Other Current Assets		
Undeposited Funds	181.07	-65.00
Total Other Current Assets	**$181.07**	**$ -65.00**
Total Current Assets	**$77,315.00**	**$48,018.62**
TOTAL ASSETS	**$77,315.00**	**$48,018.62**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
BBQ Days holding account	62,601.54	32,576.84
Total Other Current Liabilities	**$62,601.54**	**$32,576.84**
Total Current Liabilities	**$62,601.54**	**$32,576.84**
Total Liabilities	**$62,601.54**	**$32,576.84**
Equity		
Retained Earnings	15,441.78	15,441.78
Net Revenue	-728.32	
Total Equity	**$14,713.46**	**$15,441.78**
TOTAL LIABILITIES AND EQUITY	**$77,315.00**	**$48,018.62**

Town of Johnstown

Building Permit Statistics

April 2022

Single Family Residential		**Commercial**	
Issued ytd	145	*New Building Issued ytd	19

Other Residential (basements/alterations/additions)		**Other Commercial * (tenant finish/alterations/additions)**	
Issued ytd	66	Issued ytd	10

Fees collected at permit issuance	**Residential YTD**	**Commercial YTD**
Construction Valuation	($42,749,104)	($118,500,462)
Building permit fees	$361,415	$597,210
F&F or F&F Credit	$0	$0
Paving	$0	$0
Water Upgrade	$0	$0
Water & Sewer Reimbursement	$0	$0
Raw Water Development Fee	$721,291	$293,322
Water Meter	$71,775	$10,456
Water Tap	$703,115	$324,916
Sewer Tap	$682,353	$836,370
Regional Sewer Development fees	$864,500	$275,500
Sewer Inspection Fee	$14,500	$500
Park	$72,500	$1,500
Use Tax	$723,439	$916,201
Larimer Use Tax	$44,655	$187,084
Open Space Impact Fee	$174,310	$289,560
Library Impact Fee	$160,304	$278,455
Public Facilities Impact Fee	$231,765	$385,320
Police Facilities Impact Fee	$105,815	$177,840
Transportation Facilities Impact Fee	$404,965	$673,455
402 Interchange Fee	$5,660	$0
School District Fee	($72,996)	N/A
TOTAL FEES (YTD)	**$5,394,702**	**$5,247,688**

Building permits issued for individual dwelling units - 1991 to (date)

Single family, duplex, 4-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**	**145**	**36.25**
1997	143	11.92				
1998	175	14..58				
1999	145	12.08		**TOTAL**	**5435**	
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				